

**LEGAL NOTICE  
REQUEST FOR PROPOSALS  
FOR  
PROCESS RESIDUE AND NON-PROCESSIBLE WASTE TRANSPORTATION  
SERVICES  
CONNECTICUT RESOURCES RECOVERY AUTHORITY**

The Connecticut Resources Recovery Authority (CRRA) is seeking per ton price proposals from qualified firms for Process Residue and Non-Processible Waste transportation services for its Mid-Connecticut Resources Recovery Facility located in Hartford, Connecticut.

Firms interested in submitting a proposal may obtain the complete RFP by visiting CRRA's web site at <http://www.crra.org> under the "Business Opportunities" page. All of the forms included in the RFP are available for downloading in PDF and Word format. There is a charge of \$50.00 per copy of the RFP for those who pick up or request a printed copy of the RFP (checks should be made payable to "CRRA"). The RFP may be obtained by contacting Virginia Raymond at 860-757-7730 or [vraymond@crra.org](mailto:vraymond@crra.org). The RFP will be available to interested proposers on CRRA's web site April 23, 2007. The deadline for submitting sealed proposals will be on or about May 14, 2007

Please note that firms interested in submitting a proposal are required to attend a mandatory pre-proposal meeting and tour of the Mid-Connecticut Resources Recovery Facility.

**REQUEST FOR PROPOSALS**

**FOR**

**PROCESS RESIDUE AND NON-PROCESSIBLE WASTE**

**TRANSPORTATION SERVICES**

**FOR**

**MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**100 CONSTITUTION PLAZA**  
**HARTFORD, CONNECTICUT 06103**

**April 23, 2007**

## NOTICE TO FIRMS

This Request for Proposals contains information and estimates with regard to historical amounts of Process Residue and Non-Processible Waste that is to be transported by the Contractor selected pursuant to this procurement. CRRA makes no warranty or representation that the historical quantities of Process Residue and Non-Processible Waste accurately reflect future quantities of such materials, or future loading and transportation requirements or the services to be performed. It is understood and agreed that any Proposer or selected Contractor shall not use any information or estimates made available to it or otherwise obtained by it 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 the disclosed or obtained information and the actual conditions, quantities or other circumstances encountered or experienced during the performance of the Services. By submitting a proposal, each Proposer expressly waives each such claim or demand.

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

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

Terms that are used but not defined in this Request for Proposals shall have the same respective meanings assigned to such terms in Attachment 10 – Agreement for Process Residue and Non-Processible Waste Transportation Services (the “Agreement”).

# **PROCESS RESIDUE AND NON-PROCESSIBLE WASTE TRANSPORTATION SERVICES MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

## **1.0 SERVICE SUMMARY**

Pursuant to this Request for Proposals (the "RFP"), the Connecticut Resources Recovery Authority (the "CRRRA") seeks, from interested companies (the "Proposer"), an "all in" price per ton cost proposal for the transportation of approximately 111,000 tons per year of Process Residue and approximately 9,000 tons per year of Non-Processible Waste generated at the Mid-Connecticut Resources Recovery Facility located at 300 Maxim Road, Gate 70, Hartford, Connecticut (the "Facility"). The Process Residue and Non-Processible Waste shall be transported by the successful Proposer (the "Contractor") to the Hartford Landfill located at 180 Liebert Street in Hartford, Connecticut (the "Hartford Landfill") or the Windsor Landfill located on Huckleberry Road in Windsor, Connecticut (the "Windsor Landfill").

The successful Proposer shall furnish all labor, to perform the transportation services and provide the tractor(s) necessary to haul the 100 cubic yard Non-Processible Waste trailers filled and provided by CRRRA to Contractor for use. Contractor shall provide all labor, parts, materials, maintenance, supervision, insurance, fuel and all other items and activities necessary to provide the services as well as maintain the CRRRA provided rolling stock equipment ("CRRRA Rolling Stock") and Contractor provided rolling stock equipment needed to provide the hauling services described in this RFP and the Agreement (see **Schedule 2** of the Agreement). CRRRA shall provide for Contractor use of the roll-off containers, roll-off trucks and trailers presented in **Schedule 3** of the Agreement to transport the Process Residue and Non-Processible Waste from the Facility to the Hartford Landfill. Contractor shall supplement the CRRRA Rolling Stock with Contractor provided rolling stock equipment to transport materials including in the event of Sunday processing or when CRRRA Rolling Stock is out of service for maintenance or repairs. In particular, Contractor shall be required to provide the tractor trailer(s) needed to transport the 100 cubic yard trailers filled with Non-Processible Waste to the Hartford Landfill or Windsor Landfill as directed by CRRRA.

## **2.0 PRICING**

Proposer shall submit an "all in" per ton transportation price based on Proposer providing all of the labor, equipment, insurance, performance security, maintenance, fuel and all other labor, materials, parts and other items needed to perform the Services. The selected Proposer shall be compensated for the services provided on a per ton basis for each ton of Process Residue and Non-Processible Waste actually transported by Contractor to the Hartford Landfill and Windsor Landfill.

## **3.0 TERM**

Services shall cover the period commencing on July 1, 2007 through December 31, 2008 (18 months), with two (2), one (1) month extensions exercisable at CRRRA's sole and absolute discretion.

## **2.0 GENERAL PROJECT DESCRIPTION**

### **2.1 Connecticut Resources Recovery Authority**

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for implementing solid waste disposal and recycling programs throughout the State in accordance with the State Solid Waste Management Plan, and is authorized to issue and sell bonds and notes to accomplish this purpose and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes. CRRA oversees a statewide network of four resources recovery facilities, two recycling and education centers, eleven transfer stations, and five landfills.

### **2.2 Mid-Connecticut Resources Recovery Facility**

One of the four resources recovery facilities CRRA oversees is the Mid-Connecticut Resources Recovery Facility (the "Facility"). The Facility is permitted to process approximately 890,000 tons of Acceptable Waste per year and serves the waste disposal needs of approximately seventy (70) municipalities and numerous businesses. The Facility is comprised of a waste processing facility (the "WPF") and a power block facility (the "PBF"). Additional facilities supporting the Facility include four (4) transfer stations (located in Ellington, Essex, Torrington and Watertown), a regional recycling center and the Hartford Landfill.

The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut and the PBF is located on Reserve Road, Gate 20, Hartford, Connecticut ("PBF"). The WPF processes municipal solid waste ("MSW") into refuse-derived fuel ("RDF") which is then transported by conveyors to the PBF where the fuel is burned in order to produce steam for the production of electricity. The Process Residue and Non-Processible Waste is generated during the processing of the MSW at the WPF.

Process Residue (the "Process Residue") is generated during the shredding and screening of the MSW and is a mixture of soil, sand, stone, glass, and organic material which passes through the one-inch diameter holes in the trommels (revolving, cylindrical sieve). Based on operating history, the WPF generates approximately 111,000 tons of Process Residue each Operating Year. Depending upon the volume of waste processed each day and whether or not the plant process MSW on a Sunday, the plant generates anywhere from 17 to 30 forty (40) cubic yard container loads of Process Residue each day.

The WPF Operator is responsible for positioning 40 cubic yard roll-off containers provided by CRRA on the platforms located beneath the Process Residue load-out conveyors for acceptance of the Process Residue. The WPF Operator monitors the loading of each container, and when filled, weighs them at the Facility's certified scales

and then stages the weighed containers in the yard to await transport by the transportation Contractor to the Hartford Landfill or Windsor Landfill.

Non-Processible Waste (the “Non-Processible Waste”) is oversized Acceptable Waste received at the WPF that is removed from the waste stream prior to MSW processing. Non-Processible Waste consists of objects such as household furniture (chairs, tables, sofas, mattresses, appliances and rugs); pieces of metal, bathroom fixtures (such as toilets, bathtubs and sinks); that if processed would damage or plug the MSW processing equipment.

Based on past operating history, the WPF generates approximately 6,600 to 8,800 tons of Non-Processible Waste per Operating Year or two (2) to four (4) 100 cubic yard trailers per processing day. CRRA’s WPF Operator is responsible for positioning CRRA-owned 100 cubic yard trailers under the Non-Processible Waste load-out chute for the acceptance of Non-Processible Waste removed by operations personnel from the waste placed on the processing feed conveyors. The WPF Operator monitors the loading of the trailers and periodically repositions each trailer during the loading process to ensure Non-Processible Waste is evenly distributed throughout the trailer. When a trailer is filled, the WPF Operator will stage the trailer in the Facility yard to await transport by the transportation Contractor to the Hartford Landfill or Windsor Landfill.

Presented in the following Tables is a history of the Process Residue and Non-Processible Waste transported out of the Facility for the past two fiscal years. Please note that the number of loads associated with each type of material is based on the **average number of tons contained in a load** (average of 16 tons per 40 cubic yard roll-off container of Process Residue and an average of 10 tons of Non-Processible Waste per 100 cubic yard trailer).

*TABLE 1 – Process Residue Transported July 1, 2004 – June 30, 2005*

Month	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	7,719	7,434	7,820	8,261	9,133	7,471	7,227	7,460	10,276	13,311	12,118	12,220	<b>110,450</b>
No. of Loads	482	465	489	516	571	467	452	466	642	832	757	764	<b>6,903</b>

*TABLE 2 – Process Residue Transported July 1, 2005 – June 30, 2006*

Month	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	11,001	10,860	11,183	11,554	10,285	8,896	8,391	6,026	7,288	8,677	8,465	8,064	<b>110,690</b>
No. of Loads	688	679	699	722	643	556	524	377	456	542	529	504	<b>6,918</b>

*TABLE 3 – Non-Processible Waste Transported July 1, 2004 – June 30, 2005*

Month	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	820	676	623	690	486	375	306	400	481	595	580	614	<b>6,646</b>
No. of Loads	82	67	62	69	48	37	30	40	48	59	58	61	<b>664</b>

**TABLE 4 – Non-Processible Waste Transported July 1, 2005 – June 30, 2006**

Month	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Tons	379	751	652	888	785	498	546	535	851	891	815	872	8764
No. of Loads	37	75	65	88	78	49	54	53	85	89	81	87	876

### 3.0 PROPOSAL INFORMATION, INSTRUCTIONS, AND FORMAT

#### 3.1 RFP Availability

The complete RFP may be obtained from CRRA’s offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut, 06103, on and after April 23, 2007. There is a charge of \$50.00 per copy of the RFP for those who pick up or request a printed copy of the RFP (checks should be made payable to “CRRA”).

The complete RFP is also available for downloading and printing from CRRA’s website at no charge at:

<http://www.crra.org>

Select the “Business Opportunities” page from menu on the left side of the home page screen.

A majority of the proposal forms included in the RFP that must be completed and returned by Proposers are in Microsoft Word format.

#### 3.2 Important Dates

DATE	TIME	ADDRESS/LOCATION	ACTION ITEM/ACTIVITY
Week of April 16, 2007	N/A	N/A	Legal Notice regarding the RFP documents published.
April 23, 2007	N/A	<a href="http://www.crra.org">http://www.crra.org</a> and CRRA, 100 Constitution Plaza, 6 <sup>th</sup> Floor, Hartford, Connecticut 06103 (\$50.00 fee for those requesting a hardcopy of the RFP from CRRA)	RFP documents available to interested firms.
May 2, 2007	9:00 AM	Mid-CT WPF, 300 Maxim Road, Gate 70, Hartford, Connecticut	Mandatory pre-proposal meeting and tour of the Mid-Connecticut WPF.
May 7, 2007	5:00 PM	<a href="mailto:vraymond@crra.org">vraymond@crra.org</a> and CRRA, 100 Constitution Plaza, 6 <sup>th</sup> Floor, Hartford, Connecticut 06103	Deadline for Proposers to submit written inquiries to CRRA.
May 9, 2007	N/A	<a href="http://www.crra.org">http://www.crra.org</a> and via email to Proposers’ contacts	CRRA issues written responses to Proposer inquiries received by 5:00 PM, May 7, 2007.

May 14, 2007	12:00 noon	CRRA, 100 Constitution Plaza, 6 <sup>th</sup> Floor, Hartford, Connecticut, 06103	Deadline for submittal of sealed proposals.
May 14, 2007	1:00 PM	CRRA, 100 Constitution Plaza, 6 <sup>th</sup> Floor, Hartford, Connecticut, 06103	Public proposal opening of the proposals received.

### 3.3 Mandatory Pre-Proposal Meeting and Facility Tour

CRRA staff will conduct a mandatory pre-proposal meeting and tour of the WPF for prospective Proposers at 9:00 AM, May 2, 2007. CRRA shall reject any proposals received from Proposers who failed to attend this mandatory pre-proposal meeting and tour.

### 3.4 Pre-Submission Proposal Inquiries

CRRA will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP on May 9, 2007.

All inquiries must be made in writing and received at CRRA's offices prior to 5:00 PM, May 7, 2007, and the written inquiries must be submitted as follows:

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

While CRRA will answer Proposer verbal inquiries posed at the mandatory pre-proposal meeting and tour, CRRA will follow-up with a written Addendum to the RFP containing written responses to the verbal questions posed at the mandatory pre-proposal meeting and tour and the written questions received by 5:00 PM, May 7, 2007. The written responses contained in the Addendum issued by CRRA shall prevail over any verbal responses given at the mandatory pre-proposal meeting and tour.

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

### 3.5 Proposal Submission Deadline

Sealed proposals must be received no later than 12:00 Noon, Eastern Time, on May 14, 2007 at:



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

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

### 3.6 Proposal Copies

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

Each proposal (the original and the copy) shall be enclosed in a sealed box or envelope clearly marked **Proposal for Process Residue and Non-Processible Waste Transportation Services.**

### 3.7 Proposal Guaranty

At the time of submission, each proposal shall contain a proposal guaranty (see **Attachment 8** of this RFP) in the amount of \$20,000.00 payable to "CRRA." Such proposal guaranty shall provide that if the proposal is accepted and a contract is awarded to the Proposer of such proposal in the Notice of Award, and if the Proposer does not comply with all the terms of the Notice of Award, then the Proposer shall pay to CRRA as liquidated damages but not as a penalty, the full amount of the proposal guarantee. At the option of the Proposer, the \$20,000.00 proposal guarantee may be in one of the following forms:

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

Any proposal guaranty must be valid for a period of at least ninety (60) days immediately following the proposal submission due date of May 14, 2007.

The proposal guarantee shall be returned after the execution of the Agreement by the selected Proposer and CRRA, but not later than ninety (60) days after the May 14, 2007 proposal submission date.

### **3.8 Proposal Open and Subject to Acceptance**

All proposals shall remain open and subject to acceptance by CRRA for ninety (60) days after the deadline date for proposal submission. Therefore, the Proposer's Proposal Guaranty shall be in full force and effect until July 13, 2007. CRRA may, in its discretion, release any proposal guarantee at any time prior to the end of such period.

### **3.9 Proposal Opening**

CRRA shall conduct a public opening of the proposals received. The public opening shall be at 1:00 PM, May 14, 2007 at CRRA's offices located on the 6<sup>th</sup> Floor of 100 Constitution Plaza, Hartford, CT 06103. No determination of award will be made at that time.

CRRA reserves the right to reject any and all proposals, or parts thereof, and/or to waive any informality or information in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interests of CRRA.

### **3.10 Evaluation Criteria**

CRRA will evaluate the proposals on the following:

- (a) Cost;
- (b) The proven knowledge, capabilities and experience of Proposer to provide the Services required;
- (c) The extent to which the Proposer's equipment, management, transportation plan, will maximize the Services provided while controlling costs;
- (d) The financial health and soundness of the Proposer (including any parent and affiliate(s) providing the Services, if applicable); and
- (e) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of the proposals.

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

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

### **3.11 Guaranty (at CRRA's Option)**

In the event a Proposer intends to have an affiliate or subsidiary enter into and execute the Agreement and such affiliate or subsidiary is awarded an Agreement to perform

Services under this RFP, CRRA may require the successful Proposer to provide a guaranty or letter of credit to guarantee the affiliate's or subsidiary's performance under the Agreement. In addition, if CRRA determines that a Proposer does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may require that such Proposer submit a guaranty or Letter of Credit of its performance under the Agreement by a parent or affiliate company of such Proposer acceptable to CRRA at CRRA's sole and absolute discretion.

### **3.12 Disclosure of Information**

Proposers are hereby advised that any information contained in or submitted with or in connection with its proposal(s) is subject to the Connecticut's Freedom of Information Statutes. By submitting a proposal, each Proposer expressly waives any claim(s) that such Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

In connection with CRRA's foregoing obligation to comply with Connecticut's Freedom of Information Statutes, Proposer may request that CRRA keep its financial statements in confidence/private. The Proposer must make said request in writing and submit its financial statements in a separate sealed and marked envelope. If so requested by the Proposer, CRRA shall use best efforts to keep said financial statements in confidence.

### **3.13 Proposal Costs**

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

### **3.14 Sales and Use Taxes**

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into, used or otherwise consumed in the performance of the Services that are the subject of this RFP are exempt from Connecticut sales and use tax. CRRA is also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof. See Section 27 of the Agreement (**Attachment 10**).

## **4.0 PROPOSAL FORMAT AND CONTENT**

Proposal submissions shall contain the following completed forms in the following order:

- *Attachment 1 – Price Form;*
- *Attachment 2 - Proposal Form;*
- *Attachment 3 – Proposer’s Business Structure, Principals and References;*
- *Attachment 4 – Proposer’s Equipment and Personnel Plan Form;*
- *Attachment 5 - Affidavit of Third Party Fees Form;*
- *Attachment 6 - Proposer’s Background Questionnaire;*
- *Attachment 7 – Questions Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety Form;*
- *Attachment 8 – Proposal Guaranty*

**5.0 NOTICE OF AWARD (Attachment 9)**

If a Proposer’s proposal is accepted by CRRA, Proposer shall be officially notified of such acceptance via the issuance of a Notice of Award substantially as presented in **Attachment 9**.

**6.0 EXECUTION OF AGREEMENT (Attachment 10)**

The successful Proposer shall be required to enter into a non-negotiable agreement for the Services to be provided. Presented in **Attachment 10** of this RFP is a copy of the non-negotiable **Agreement for Process Residue and Non-Processible Waste Transportation Services** the selected Contractor is required to execute. Contained in the Agreement is the Operations Plan (**Schedule 2**) for the Services that are the subject of this RFP. Please note that at the time the selected Contractor signs the Agreement, the Contractor will be required to execute a **Certification Concerning Gifts Form (Schedule 7** to the Agreement).

**ATTACHMENT 1  
PRICING FORM**

## PRICING FORM

Company Name: \_\_\_\_\_

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into, used or otherwise consumed in the performance of the Services that are the subject of this RFP are exempt from Connecticut sales and use tax. CRRA is also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof. See Section 1.3.1(f) of the Agreement (Attachment 14).

The per ton prices quoted below shall be **inclusive of all costs associated with the Services** to be provided. CRRA will not entertain any additional charges to those quoted below.

### OPERATING YEAR 1: JULY 1, 2007 – JUNE 30, 2008

Facility of Origin and Destination	Per Ton Service Fee
Mid-Connecticut WPF to Hartford Landfill	
Mid-Connecticut WPF to Windsor Landfill	

### OPERATING YEAR 2: JULY 1, 2008 – DECEMBER 31, 2008 (6 MONTHS) AND THE TWO, ONE-MONTH EXTENSIONS EXERCISABLE AT CRRA'S SOLE DISCRETION

Facility of Origin and Destination	Per Ton Service Fee
Mid-Connecticut WPF to Windsor Landfill	

**ATTACHMENT 2  
PROPOSAL FORM**

# PROPOSAL FORM

**PROJECT:** Mid-Connecticut

**CONTRACT NUMBER:** \_\_\_\_\_ (To be filled in later by CRRA)

**CONTRACT FOR:** Process Residue and Non-Processible Waste Transportation Services, Mid-Connecticut Resources Recovery Facility

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

## 1. DEFINITIONS

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

## 2. TERMS AND CONDITIONS

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

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

- (a) Execute 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. PROPOSER'S OBLIGATIONS

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

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs



set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and

- (b) At the request of CRRA and if the successful Proposer qualifies, to apply with the State of Connecticut Department of Economic and Community Development, 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 32-9e of the *Connecticut General Statutes*.

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

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFP, are non-negotiable, and Proposer is willing to and shall, if CRRA accepts its Proposal for the Services and issues a Notice of Award to Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with Proposer over Proposer's price and rates for the Services submitted on its Price Form.

**5. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;

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

**6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

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

**7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

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

**8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information

contained in or submitted with or in connection with Proposer's Proposal is subject to disclosure if required by law or otherwise; and

- (b) Expressly waives any claim(s) that Proposer or any of its successors and/or assignees has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

## **9. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

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

## **10. PROPOSER'S REPRESENTATIONS CONCERNING RFP FORMS**

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

## **11. PROPOSER'S WAIVER OF DAMAGES**

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

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

## **12. ATTACHMENTS**

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

- (a) The completed Proposal Price Form And Payment Rate;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;
- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety, which has been completely filled out by the Proposer;
- (d) Affidavit Of Third Party Fees, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court; and
- (e) Background Questionnaire, which has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court.

## **13. NOTICES**

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

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

**14. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

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

**ATTACHMENT 3  
PROPOSER'S BUSINESS STRUCTURE, PRINCIPALS AND  
REFERENCES**

**PROPOSER'S BUSINESS STRUCTURE, PRINCIPALS AND REFERENCES**

When completing this form, Proposer may add additional sheets of paper as needed or desired to fully describe or clarify any of the information provided.

Name of Company: \_\_\_\_\_

Business structure (partnership, LLC, corporation, etc., as applicable):  
\_\_\_\_\_

List in the following table all owners and principals of the company:

Name of Owner(s)/Principals	Title

List in the following table stockholders, if applicable, holding 10% or more of the stock of the Proposer's company:

Name of Stockholder	Percent of company stock held

List in the table on the following page any material changes or activities in Proposer's mode of conducting business in the past three (3) years including bankruptcy proceedings, mergers or acquisitions, pending litigation, etc.):

Material Activity	Current Status of Activity

If Proposer or any member of Proposer's team, including any Guarantor, is a partnership or joint venture, Proposer shall provide the following information:

- Date of formation of the joint venture or partnership: \_\_\_\_\_
- Primary business purpose of the joint venture or partnership: \_\_\_\_\_

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- Is the agreement between members comprising the partnership or joint venture make each jointly and severally liable for contractual obligations to provide the Services contemplated by this RFP?

Yes

No

(CRRA retains the right to request a copy of the joint venture or partnership agreement(s) plus amendments.)

Provide below a description of Proposer's knowledge, capability and experience in performing work similar to the Services that are the subject of this RFP:

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List below the names and contact information for three references for which Proposer has performed similar Services to those described in this RFP:

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Name	Company	Telephone Number
------	---------	------------------

---

Name	Company	Telephone Number
------	---------	------------------

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Name	Company	Telephone Number
------	---------	------------------

Proposer shall provide with its proposal financial statements of itself for the last two (2) years (including Proposer's affiliate or subsidiary designated by Proposer to execute the Agreement, if awarded). In connection with this requirement, the Proposer may request that CRRA keep the financial statements in confidence/private. If Proposer wishes to have its financial statements kept private, Proposer must submit its financial statements in a separate sealed envelope that is clearly labeled with the statement: "confidential – financial statements enclosed". If so requested by Proposer, CRRA shall use best efforts to keep the financial statements in confidence.

**ATTACHMENT 4**  
**EQUIPMENT AND PERSONNEL PLAN FORM**

## **EQUIPMENT AND PERSONNEL PLAN**

As part of this form Proposer shall provide the following information (in providing this information, Proposer should add additional sheets of paper as needed or desired to fully describe its equipment and personnel plan).

- Describe how the proposed Services will be implemented.
- Indicate person(s) in the Proposer's organization that will be responsible for supervising the Services on a day-to-day basis. Include a description of these person(s) relevant experience.
- Describe Contractor provided equipment to be used in the performance of Services (tractors to be provided by proposer to transport the Non-Processible Waste, source(s) of additional containers and trucks when needed, etc).
- Describe Proposer's plan for maintaining the CRRA and Proposer provided equipment.
- Describe Proposer's personnel plan and needs (number of drivers, supervisors, etc.).
- Describe Proposer's contingency plan in the event additional rolling stock is needed (additional roll-off trucks, roll-off containers, tractors, and trailers are needed to supplement the CRRA provided rolling stock equipment). Proposer should take into consideration that equipment maintenance is the responsibility of the selected Contractor, so backup or replacement equipment will be needed when vehicles or containers are out of service for maintenance or are no longer operable as a result of damage or accidents.
- Describe what Services, if any, Proposer plans to subcontract.

**Note: Information submitted by Proposer in response to this Attachment 4 shall be incorporated into Schedule 2 of the Agreement (Operations Plan) and made a part thereof.**

**ATTACHMENT 5**  
**AFFIDAVIT OF THIRD PARTY FEES FORM**



# 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" which is the subject of this Request For Bids/Proposals/Qualifications with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

*(Attach additional copies of this page as necessary.)*

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

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

Signed: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
 Notary Public/Commissioner of the Superior Court

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



## ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES (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.***

**ATTACHMENT 6**  
**PROPOSER'S BACKGROUND QUESTIONNAIRE**



**PROPOSER'S BACKGROUND  
QUESTIONNAIRE**

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

	Yes	No
<p>1. Has the Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Proposer ever been the subject of a <b>criminal</b> 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 Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Proposer ever been the subject of a <b>civil</b> 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 Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>criminal</b> 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 Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>civil</b> 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
<input type="checkbox"/>	<input type="checkbox"/>

5. Has the Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?  
*If you answered "Yes" to Question 5, on a separate sheet of paper please explain.*

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 Proposer herein, that he/she has provided answers to the foregoing questions on the 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

**ATTACHMENT 7**  
**QUESTIONS CONCERNING AFFIRMATIVE ACTION, SMALL**  
**BUSINESS CONTRACTORS, AND OCCUPATIONAL HEALTH**  
**AND SAFETY**



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

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

- <sup>1</sup> 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.

**ATTACHEMENT 8**  
**PROPOSAL GUARANTY**

**PROPOSAL GUARANTY  
(Proposal Bond Form)**

**PROPOSER/PRINCIPAL** (Name and Address):

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

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**OWNER/OBLIGEE:** CONNECTICUT RESOURCES RECOVERY  
AUTHORITY  
100 CONSTITUTION PLAZA  
HARTFORD, CONNECTICUT 06103

**PROPOSAL**

PROPOSAL DUE DATE: **May 14, 2005**

PROJECT: Process Residue and Non-Processible Waste Transportation Services, Mid-Connecticut Resources Recovery Facility.

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (*Not later than Bid Due Date*): \_\_\_\_\_

**[BOND SUM: \$20,000]**

**WHEREAS**, Principal has submitted a proposal for said Services in accordance with the Contract Documents and Principal and Surety intend to be held and firmly bound to the Obligee in the specified Bond Sum for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**NOW THEREFORE**, if the said proposal by said Principal is accepted, and a contract is awarded to the Principal by the Obligee in accordance with the terms of such proposal and Principal complies with all the other conditions of Obligee's Notice of Award, then

this obligation shall become null and void, or in the event of the failure of the Principal to enter such contract and comply with all the other conditions of Obligee's Notice of Award, the Principal shall pay to the Obligee the full amount of the proposal bond, together with court costs, attorneys' fees, and any other expense of recovery.

**IN WITNESS WHEREOF**, the Principal and Surety intending to be legally bound hereby do each cause this bid bond to be duly executed on its behalf by its authorized officer, agent or representative on this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
Principal (Proposer's Name)

By \_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Authorized Surety Representative (Attach Power of Attorney)

**ATTACHEMENT 9**  
**SAMPLE NOTICE OF AWARD**



# NOTICE OF AWARD<sup>1</sup>

[DATE]

**TO:** [NAME AND ADDRESS OF SUCCESSFUL PROPOSER]

**AGREEMENT FOR:** Process Residue and Non-Processible Waste Transportation Services, Mid-Connecticut Resources Recovery Facility

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Proposal submitted by you dated [DATE OF PROPOSAL] in response to CRRA’s Request for Proposals for the above referenced Services, which Services are more particularly described in the Agreement for Process Residue and Non-Processible Waste Transportation Services, Mid-Connecticut Resources Recovery Facility.

Please be advised that CRRA is recommending to its Board of Directors that your firm, be awarded the Agreement for Mid-Connecticut Process Residue and Non-Processible Waste Transportation Services. This Agreement will be on the Board’s agenda for its regularly scheduled monthly meeting on Thursday, May 24, 2007.

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

1. Execute the required number of the attached counterparts of the non-negotiable Agreement including Schedule 7 to the Agreement, Contractor’s Certification Concerning Gifts;
2. Deliver to CRRA such executed counterparts and all other required documents including certificate(s) of insurance and performance security; and
3. Satisfy all other conditions set for 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 the Notice of Award to perform and complete any of your obligations set forth in items 1 through 3 above, CRRA will be entitled to consider all your rights arising out of CRRA’s acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law and in equity.

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

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<sup>1</sup> Words and phrases in brackets and capital letters will be filled in with the information appropriate for the successful Proposer on the Notice of Award provided to the successful Proposer.

CRRA  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Virginia Raymond

Dated this [DAY OF MONTH] day of [MONTH], 2007.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Floyd M. Gent, Director of Operations

**ACCEPTANCE OF NOTICE**

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
Duly Authorized

Thank you for your cooperation in this matter. CRRA looks forward to working with  
over the coming years.

Sincerely,

Virginia Raymond  
Senior Analyst

cc: Floyd Gent  
John Romano

**ATTACHMENT 10**  
**AGREEMENT FOR PROCESS RESIDUE AND NON-PROCESSIBLE**  
**WASTE TRANSPORTATION SERVICES, MID-CONNECTICUT**  
**RESOURCES RECOVERY FACILITY**

**AGREEMENT FOR PROCESS RESIDUE AND NON-PROCESSIBLE WASTE  
TRANSPORTATION SERVICES  
Mid-Connecticut Project**

This AGREEMENT FOR PROCESS RESIDUE AND NON-PROCESSIBLE WASTE TRANSPORTATION SERVICES is made and entered into as of the 1<sup>ST</sup> day of July, 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 a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 ("CRRA"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, having a principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Contractor").

**PRELIMINARY RECITAL**

CRRA is the owner of a certain resources recovery facility located in Hartford, Connecticut (the "Facility"), which Facility consists of two processing buildings: (i) the Waste Processing Facility that is located at 300 Maxim Road, Hartford, Connecticut (the "WPF") and currently is operated by the Metropolitan District Commission (the "WPF Operator") under an agreement with CRRA; and (ii) the Power Block Facility that is located at 1 Reserve Road, Hartford, Connecticut (the "PBF") and currently is operated by Covanta Energy, Inc. (the "PBF Operator"). CRRA is the leasee of a certain landfill located on 180 Liebert Road, Hartford, Connecticut (the "Hartford Landfill"). The Town of Windsor, Connecticut, owns a certain landfill located on Huckleberry Road, in Windsor, Connecticut (the "Windsor Landfill"). CRRA and Contractor now desire to enter into this Agreement for Contractor to provide CRRA with transportation services of Process Residue and Non-Processible Waste generated from the Facility to the Hartford Landfill and the Windsor Landfill.

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

**TERMS AND CONDITIONS**

1. **GENERAL**

1.1 **DEFINITIONS**

"**Acceptable Solid Waste**" means Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable

federal, state and local laws as well as these procedures for processing by and disposal at the Facility. Acceptable Solid Waste shall include but is not limited to the following:

- (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,
- (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
- (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and a half (1 1/2) inches in diameter;
- (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
- (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by the Authority on a day-to-day basis;
- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
- (7) Non-processible Waste; and
- (8) Any other Solid Waste deemed acceptable by the Authority in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue, Recyclables or other materials required to be recycled in accordance with Connecticut General Statutes, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with the Procedures for disposal at the Facility, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

**"Act of Bankruptcy"** means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee,

custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

**"Affiliate"** means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.

**"Agreement"** means this Agreement For Process Residue And Non-Processible Waste Transportation Services between CRRA and Contractor, together with **Schedules 1-9** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.

**"Applicable Laws"** means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.

**"Commencement Date"** means 12:01 AM, July 1, 2007.

**"Environmental Claim"** means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Waste or actual or alleged Hazardous Waste Activity, (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Waste, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

**"Environmental Law"** means any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Waste or (e) pollution (including any release to air, land, surface water or groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C.

§§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. App. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, or rule, regulation, order or directive issued thereunder.

**“Facility Coordinator”** means CRRA’s employee responsible for the supervision of the Facility.

**“Facility Property”** means the real property upon which the Facility is situated.

**“Governmental Approval”** means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.

**“Governmental Authority”** means any international, foreign, federal, state, regional, county, or local Person or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.

**“Guarantor”** means \_\_\_\_\_.

**“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.

**“Legal Requirement”** means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority.

**“Municipal Solid Waste or MSW”** means solid waste generated by and collected from residential, commercial, institutional, industrial, and other establishments deemed acceptable by CRRA in accordance with all applicable federal, state, and local laws.

**“Non-Processible Waste”** means Acceptable Solid Waste that cannot be processed at the Facility and is normally disposed of at a Landfill, provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including but not limited to the following:

- (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;



- (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would in CRRA's sole discretion and determination cause damage to the Facility if processed and/or incinerated therein;
- (3) Scrap/Light Weight Metals (as hereinafter defined);
- (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
- (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by the Authority on a day-to-day basis;
- (6) Christmas trees;
- (7) Automobile tires with/without rims, and
- (8) Any other Acceptable Solid Waste deemed by the Authority in its sole discretion to be Non-Processible Waste.

**"Operating Year"** means each successive, twelve month period during the term of this Agreement, with the first Operating Year commencing on July 1, 2007, and ending on June 30, 2008, with each subsequent Operating Year commencing on July 1 and ending on the following June 30. Where this Agreement specifies amounts or quantities with respect to an Operating Year, the amounts or quantities shall be prorated for any Operating Year that is less than a twelve month period.

**"Operations Plan"** means the procedures and requirements set forth in **Schedule 2** that govern the loading of Process Residue and Non-Processibles into Contractor's vehicles and/or containers at the Facility, the weighing of such vehicles and/or containers, and Contractor's transportation of such trailers and/or containers from the Facility to the Hartford Landfill and the Windsor Landfill.

**"Permits"** means all permits, consents, licenses, approvals or authorizations issued by any governmental body having jurisdiction over the transportation of Process Residue and Non-Processibles hereunder.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**"Procedures"** shall mean the Mid-Connecticut Project Permitting, Disposal, and Billing Procedures as they may be amended from time to time. See **Schedule 9** attached hereto.

**“Process Residue”** means the residue generated during the Facility’s process of shredding and screening the Acceptable Waste it accepts through ¾ inch to 1 inch diameter holes located within the waste trommels of the WPF. Process Residue typically consists of dirt, sand, stone, glass, organic material, metal or any material able to pass through the ¾ inch to 1 inch diameter trommel holes.

**“Release”** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Waste.

**“Scrap/Light Weight Metals”** shall mean but not limited to the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by the Authority for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.

**"Service Fees"** means the per Ton amounts as set forth in Schedule 1.

**"Solid Waste"** means all materials or substances that are generally discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to trash, garbage, refuse, rubbish, discarded materials from residential, commercial, municipal and industrial activities, yard waste and vegetative waste but not including Hazardous Waste.

**"Ton"** means a "short ton", or 2,000 pounds.

**"Uncontrollable Circumstance"** means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the Facility(s), if such act, event or condition is beyond the reasonable control of CRRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply: an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrence.

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

1.2 **CONSTRUCTION**. For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;
- (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; and
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

1.3 **COVENANTS AND REPRESENTATIONS**

1.3.1 **Covenants and Representations of Contractor**

Contractor represents, warrants and covenants to CRRA that:

- (a) Contractor is a [corporation] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of

all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(b) Contractor is not currently in breach of or in default under the Permits or any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to transport Process Residue and Non-Processible Waste.

(c) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor or, if applicable, Guarantor from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.

(d) Contractor shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to CRRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.

### **1.3.2 Covenants and Representations of CRRA**

CRRA represents, warrants and covenants to Contractor that:

(a) CRRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's charter, by-laws or resolutions.

(c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.

(e) Although Contractor is solely responsible for obtaining all Permits required to effectuate the performance of its obligations under this Agreement, CRRA shall cooperate with Contractor in any and all reasonable efforts to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

## **2. SERVICES**

### **2.1 SCOPE**

#### **2.1.1 General**

Contractor shall (i) provide CRRA with transportation services of Process Residue and Non-Processible Waste generated from the Facility to the Hartford Landfill and the Windsor Landfill; (ii) perform the foregoing services in accordance with the terms and conditions of this

Agreement; (iii) provide CRRA, at its sole cost and expense, all labor, material and equipment necessary to perform the foregoing services in conformance with **Schedule 2** (the "Services").

#### 2.1.2 **Commencement of Services**

Services shall commence 12:01 AM, July 1, 2007, the Commencement Date.

#### 2.1.3 **Process Residue and Non-Processible Waste Provided by CRRA**

CRRA shall provide Contractor with Process Residue and Non-Processible Waste in accordance with the terms and conditions of this Agreement, but CRRA makes no guarantee or warranty, expressed or implied, as to the amount or availability of Process Residue and Non-Processible Waste from the Facility.

#### 2.1.4 **Access to Facility**

CRRA hereby grants to Contractor, during the Facility's normal hours of operation or any other hours as may be approved by the WPF Operator, the PBF Operator, and/or CRRA, access to only those areas of the Facility necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the Facility by either CRRA, the WPF Operator, the PBF Operator, or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of such notice to cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the Facility by either CRRA, the WPF Operator, the PBF Operator, or any other person or entity (other than an interruption in the continuous loading and transport of Process Residue and Non-Processible Waste by Contractor hereunder) or presents a safety or security hazard to the Facility, to any personnel of CRRA, to any personnel of the WPF Operator, or to any personnel of the PBF Operator, then CRRA shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then CRRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse CRRA in full for any and all reasonable costs and expenses incurred by CRRA in taking any curative action, or (iii) CRRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and CRRA shall have the right

to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 7.2 herein. Any payment obligations of Contractor under this Section 2.1.4 shall survive the termination of this Agreement.

#### **2.1.5 Notice of Facility Maintenance or Shutdown**

CRRA shall provide Contractor with five (5) business days advance written notice of any planned maintenance or shut-down of the Facility. CRRA shall also, as soon as practicable, notify Contractor of the date on which the Facility shall go back on-line from the planned maintenance or shut-down. CRRA agrees that, during the term of this Agreement, it shall provide Contractor with a copy of the annual schedule of planned Facility shutdowns as soon as the same is made available to CRRA.

### **2.2 TRANSPORTATION SERVICES**

#### **2.2.1 General**

Contractor shall transport Process Residue and Non-Processible Waste located at the Facility to the Hartford Landfill and/or the Windsor Landfill.

#### **2.2.2 Equipment**

CRRA shall provide Contractor with certain rolling stock equipment owned by CRRA to assist Contractor in its performance of the Services (the "CRRA Rolling Stock"). See **Schedule 3** for a list of the CRRA Rolling Stock. CRRA shall also provide Contractor with use of its roll-off containers and roll-off trucks necessary for Contractor to transport the Process Residue and Non-Processible Waste from the Facility to the Hartford Landfill and the Windsor Landfill (the "CRRA Roll-Off Containers and Trucks"). Contractor shall maintain the property insurance for the CRRA Rolling Stock and the CRRA Roll-Off Containers and Trucks. To supplement the CRRA Rolling Stock and as necessary to perform the Services under this Agreement, Contractor shall acquire such quantity of additional rolling stock, trucks and trailers necessary for Contractor to perform such Services. All trucks, containers and trailers, including the CRRA Rolling Stock and CRRA Roll-Off Containers and Trucks, used by Contractor in the performance of the Services hereunder, shall comply with all Applicable Laws governing the transportation of Process Residue and Non-Processible Waste hereunder, and all such foregoing rolling stock, trucks, containers and trailers shall be drip-proof and covered throughout the entire trip from the Facility to the Hartford Landfill and the Windsor Landfill. The cover shall enclose the entire length and width of the body of the container and shall ensure that no Process Residue and/or Non-Processible Waste or dust emanates from or under the cover. All drivers employed by Contractor shall insure that there is no Process Residue and/or Non-Processible Waste in the truck prior to leaving the load-out area at the Facility. Contractor shall maintain all vehicles used in the performance of the Services in good

condition and working order. CRRA shall have the right to refuse admittance to the Facility Property any vehicle that in CRRA's discretion is not so maintained. Any rolling stock, vehicle, container, trailer or other equipment, including CRRA Rolling Stock and CRRA Roll-Off Containers and Trucks, that requires maintenance or repair shall be removed from the Facility Property promptly by Contractor at its sole cost and expense. No refueling shall be permitted on the Facility Property.

### 2.2.3 Operations

(a) The WPF Operator shall load the Process Residue and Non-Processible Waste into the CRRA's roll-offs or trailers. Contractor shall fully cooperate with CRRA, the WPF Operator, and the PBF Operator in coordinating the WPF's loading responsibilities at the Facility.

(b) In its performance of the Services hereunder, Contractor covenants and agrees that it shall, at all times during the term of this Agreement, insure that no interruption of the transportation of the Facility's Process Residue and Non-Processible Waste occurs during the term of this Agreement that would negatively impact on the operation of the Facility. Process Residue and Non-Processible Waste loading currently occurs when ever Acceptable Waste is being processed at the Facility. At CRRA's sole discretion, CRRA may elect to change foregoing loading schedule that may impact the Contractor's schedule for transporting the Process Residue and Non-Processible Waste. Contractor must provide all required maintenance and repairs for the CRRA Rolling Stock and the CRRA Roll-Off Containers and Trucks. The CRRA Rolling Stock and the CRRA Roll-Off Containers and Trucks must remain on the Facility site at all times and be used solely by Contractor in its performance of the Services under this Agreement. In order to ensure the continuous transportation of the Process Residue and Non-Processible Waste, the Contractor shall provide its own back up rolling stock, roll-off containers and trucks. The Contractor shall be responsible for insuring that the transportation of the Process Residue and Non-Processible Waste is not delayed or interrupted due to the unavailability of Contractor's manpower or equipment.

(c) Contractor shall transport the Process Residue and Non-Processible Waste from the Facility at such times and in the manner set forth in the Operations Plan and the Permits. Contractor shall have a continuing obligation to protect against spillage or leakage from its trailers and/or containers at all times during removal from the Facility, and transportation to the Hartford Landfill and/or the Windsor Landfill.

(d) Contractor shall implement the Operations Plan and shall provide notice to WPF Operator, PBF Operator and CRRA of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifications to the Operations Plan that do not impair or hinder the operations of the Facility or increase the costs of the WPF Operator, PBF Operator, CRRA or Contractor.



(e) Contractor shall be fully responsible for the clean-up of any Process Residue and/or Non-Processible Waste that is spilled during the removal of or from the transportation of the Process Residue and/or Non-Processible Waste on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify CRRA for and hold CRRA harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, CRRA, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by CRRA in connection with any such clean-up.

#### **2.2.4 Method of Transportation of Process Residue and Non-Processible Waste**

(a) Upon the Commencement Date, the Contractor shall transport Process Residue and Non-Processible Waste hereunder, along the routes designated in the Operations Plan, to the Hartford Landfill and the Windsor Landfill for the entire term of this Agreement.

### **3. SERVICE FEES AND PAYMENTS**

#### **3.1 SERVICE FEES**

CRRA shall pay Contractor pursuant to the schedule of fees set forth in **Schedule 1** for each Ton of Process Residue and/or Non-Processible Waste transported by Contractor in accordance with the terms and conditions of this Agreement.

#### **3.2. BILLING AND PAYMENT**

On or before the tenth (10th) day of each month, Contractor shall issue to CRRA an itemized invoice for the charges due Contractor pursuant to Subsection 3.1 for all Process Residue and Non-Processible Waste transported by Contractor hereunder the immediately preceding month, which invoice shall include, at a minimum, the following information: (i) billing period; (ii) for each load of Process Residue and Non-Processible Waste transported: the date of transportation, truck number, tonnage amount, the weight ticket number issued by the Facility for such load, a copy of the weight ticket issued by the Hartford Landfill or the Windsor Landfill for such load; and (iii) the amount(s) of the applicable per Ton Service Fees due. The Process Residue and Non-Processible Waste tonnage set forth on all invoices to be prepared and submitted by Contractor hereunder shall be based upon weight tickets issued by the WPF Operator, or the operator of another scale approved by CRRA. Except as otherwise set forth herein, all of Contractor's invoices submitted under this Agreement shall be paid by CRRA not later than forty-five

(45) days from the date of CRRA's receipt thereof. In the event CRRA disputes all or any portion of any invoice, CRRA may withhold payment of the disputed amount. Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 10.

#### 4. **INDEMNIFICATION**

##### 4.1 **GENERAL INDEMNITY**

Contractor shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, including the WPF Operator, the PBF Operator or (b) Contractor or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or subcontractors. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 4 shall survive the termination or expiration of this Agreement.

##### 4.2 **CONTRIBUTION INDEMNITY AND WAIVER**

Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against CRRA and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

##### 4.3 **SCOPE**

For purposes of Subsections 4.1 and 4.2 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners, and (ii) the term CRRA shall mean and include the WPF Operator, the PBF Operator, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

##### 4.4 **SURVIVAL**

The indemnities contained in this Section 4 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

5. **INSURANCE AND PERFORMANCE SECURITY**

5.1 **INSURANCE**

(a) **Maintenance.** At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance as set forth in Subsection 5.2 with insurance companies authorized to do business in the State of Connecticut each such company shall have a Best's Key Rating of at least A- VII or, if this rating criterion cannot be satisfied, shall be acceptable to CRRA in its sole discretion. Contractor shall name CRRA and WPF Operator, and PBF Operator as additional insureds (this requirement shall not apply to workers' compensation insurance or employers' liability insurance). All policies shall include a standard severability of interest clause and shall hold all insureds free of and harmless from all subrogation rights of the insurers, regardless of any breach by CRRA, WPF Operator, PBF Operator, or Contractor of any warranties, declarations or conditions contained in such policies. All policies shall provide that the required insurance hereunder is the primary insurance and that any other similar insurance that CRRA, WPF Operator, or PBF Operator may have shall be deemed in excess of such primary insurance.

(b) **List of Policies, Certificates.** Upon execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 5.2 below certifying that such insurance is in full force and effect and setting forth the information required in this Section 5. 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 5.2 below, a certificate or certificates containing the information required by this Section 5 and certifying that such insurance has been renewed and remains in full force and effect.

(c) **Notice of Cancellation or Change.** Such policies shall contain an endorsement to the effect that the insurer will notify CRRA by registered or certified mail not less than thirty (30) days prior to the effective date of any cancellation, restrictive amendment, non-renewal, or change in any provision of such policy or policies or suspension of any coverage thereunder.

(d) **Deductibles.** No policy required to be purchased by Contractor pursuant to this Section 5 shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible.

## 5.2 REQUIRED COVERAGE

Contractor shall obtain and maintain, at its own cost and expense, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of five million (\$5,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles), with a limit of one million (\$1,000,000.00) dollars each accident, and including pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of one million (\$1,000,000.00) dollars each accident for bodily injury by accident or one million (\$1,000,000.00) dollars for each employee for bodily injury by disease.

## 5.3 PERFORMANCE SECURITY

Upon Contractor's execution of this Agreement, Contractor shall furnish CRRA with a performance bond or a letter of credit in the amount of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS (the "Bond"). The Bond shall be in one of the forms set forth in **Schedule 4** and **Schedule 5** and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety(90) days prior to the then current expiration date of the Bond, Contractor notifies CRRA by registered mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute a default by Contractor under Section 7.2 of this Agreement. If the surety on the Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond 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 5.3. 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 Bond.

**[If CRRA, in its sole discretion, determines that a Proposer is not sufficiently capitalized to discharge its obligations hereunder, CRRA will require the following]:**

#### **5.4 CORPORATE GUARANTY**

Contractor shall furnish CRRA with and maintain in full force and effect during the term of this Agreement a corporate guaranty **[from an entity CRRA, in its sole discretion, deems to be adequately capitalized]**, which guaranty shall be in the form set forth in **Schedule 6** (the "Guaranty"). 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 Guaranty.

### **6. UNCONTROLLABLE CIRCUMSTANCES**

#### **6.1 GENERAL**

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its best efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 7.2 hereof.

#### **6.2 NOTICE**

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;

(c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

7. **DEFAULT AND TERMINATION; DAMAGES**

7.1 **DEFAULT IN PAYMENT**

In the event CRRA defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after CRRA's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to CRRA of such intention.

7.2 **CONTRACTOR DEFAULT**

In the event Contractor fails to perform any of its obligations hereunder, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of Contractor's receipt of such notice to cure such failure; provided, however, that in the event such failure disrupts the continuous transportation of Process Residue and/or Non-Processible Waste by Contractor hereunder, then CRRA shall have the right to immediately cure such failure causing such disruption, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from CRRA for such costs and expenses. If: (i) Contractor does not cure such failure within the foregoing thirty (30) day period, (ii) Contractor breaches or defaults under any material representation, warranty, agreement or covenant contained herein or (iii) Contractor commits an Act of Bankruptcy, CRRA may terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that CRRA may have against Contractor at law or in equity or hereunder. Any payment obligations of Contractor under this Section 7.2 shall survive the cancellation, expiration or termination of this Agreement.

8. **COMPLIANCE WITH LAWS**

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its subcontractors to, qualify under, and comply with any and all Applicable Laws now in force and which may hereafter, during the term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

9. **TERM**

- (a) The term of this Agreement shall begin on the Commencement Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on December 31, 2008. Exercisable at CRRA's sole and absolute discretion, CRRA shall have two (2) divisible one (1) month extensions to this Agreement; provided, however, CRRA must provide Contractor with thirty (30) days advance written notice of its intent to exercise either such option.

10. **NOTICES**

10.1 **GENERAL**

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any party to give to the other party, except as provided in Subsection 10.2, shall be in writing and shall be personally delivered or sent by overnight express mail service or registered or certified mail, return receipt requested, addressed to the respective party as specified in this Subsection 10.1. Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by registered or certified mail, on the fifth (5th) business day after deposit in the mail.

Notices to Contractor shall be addressed and sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Notices to CRRA shall be addressed and sent to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: President  
With a copy to:

Connecticut Resources Recovery Authority

100 Constitution Plaza, 6th Floor  
Hartford, Connecticut 06103  
Attention: Director of Operations

Any party may from time to time designate an alternative address by notice to the other party given in accordance with this subsection.

#### 10.2 **ROUTINE NOTICES**

Except when expressly required by this Agreement to be in writing, routine communications and advises relating to day to day operations of the parties at the Facility may be given orally or in writing, but need not be in the form of a formal written notice to be operative.

#### 10.3 **EMERGENCY NOTIFICATION**

Contractor shall immediately notify CRRA and the Facility by telephone and telecopier facsimile of the occurrence of a property lien, spill, fire, explosion or other emergency or accident requiring notification of any governmental entity, and Contractor shall be responsible for complying with all applicable legal requirements concerning notification with respect to such event. Contractor shall notify CRRA immediately of the occurrence of a notice of violation or other regulatory action arising out of this Agreement. Such notification shall be made formally by written notice to CRRA indicating the nature of any action affecting this Agreement and describing all corrective and remedial action undertaken or planned.

#### 11. **SUBCONTRACTORS**

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

#### 12. **WAIVER**



The waiver by any party of any breach or violation of any term or condition of this Agreement shall only be valid if in writing and signed by the waiving party and shall not be deemed to be or construed as a waiver by such party of any other term or condition or of any subsequent breach or violation of the same or any other term or condition.

13. **ASSIGNMENT**

This Agreement shall not be assigned, transferred, pledged or hypothecated by any party without the prior written consent of the other party or such assignment shall be void. Any transfer (including a series of transfers over any period of time) of ten percent (10%) or more of the shares, assets or other interests of Contractor by sale, assignment, bequest, inheritance, operation of law or other disposition, including but not limited to such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings, shall be deemed an assignment of this Agreement. Contractor shall provide CRRA with written notice of any such proposed event that would constitute an assignment hereunder at least thirty (30) days prior to the date of such proposed event.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, and the assignor under any assignment of this Agreement shall remain responsible for the performance of its obligations hereunder as though no assignment shall have occurred.

14. **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of the other party or to create any employment, agency or fiduciary relationship between the parties.

15. **GOVERNING LAW**

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; provided, however, that in the event of a conflict between the laws of the State of Connecticut and a permit issued by any federal, state or local governmental authority, the terms of such permit shall control.

16. **AGENT FOR SERVICE**

Contractor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to

the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the term of this Agreement Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street, Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

17. **SEVERABILITY**

In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall attempt to agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

18. **MODIFICATION**

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

19. **ENTIRETY**

This Agreement supersedes all prior representations, negotiations and verbal or written communications by and between the parties hereto relating to the subject matter hereof and constitutes the entire agreement among the parties hereto in respect thereof.

20. **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.

21. **CONTRACTS WITH THIRD PARTIES**

Contractor shall provide CRRA with copies of any agreements, and any modifications or revisions to any agreement, promptly upon the execution thereof (or upon the execution of this Agreement, if applicable) which Contractor has with a third party for the transportation of Process Residue and/or Non-Processible Waste pursuant to this Agreement.

22. **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.

23. **CONTRACTOR'S EMPLOYEES**

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

24. **MECHANIC'S LIENS**

Contractor shall claim no interest in the Facility, the Facility Property, the Hartford Landfill, the Windsor Landfill, or any equipment, including but not limited to the CRRA Rolling Stock and the CRRA Roll-Off Containers and Trucks, fixtures, materials or improvements of CRRA located or to be located thereon, and 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 Facility and the Hartford Landfill, and the Windsor Landfill. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties or the Windsor Landfill in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

25. **ADVERSE PARTIES**

CRRA and Contractor desire that no person or entity with which CRRA has had an adverse business relationship and no corporation or other business entity directly or indirectly controlling or controlled by or under direct or indirect common control with such persons or entity (any of the foregoing persons, corporations or entities is hereinafter referred to as an "Adverse Party"), have any direct or indirect financial or ownership interest in or managerial influence over Contractor or any of its affiliates or on Contractor's performance under this Agreement. If any individual or entity seeks to participate as an owner or in the performance of Contractor's obligations under this Agreement or to participate in any way in any future project or venture with Contractor or any of its affiliates, Contractor shall notify CRRA of Contractor's intent to enter into such relationship. Contractor shall not enter into such relationship if CRRA disapproves of such relationship because the proposed individual or entity is an Adverse Party. CRRA shall notify Contractor of its disapproval, if at all, no later than fifteen (15) days after CRRA's receipt of notice from Contractor of its intent to enter into such relationship. Any failure by Contractor to comply with the terms of this Section 25 shall constitute a default by Contractor under this Agreement.

26. **WITHHOLDING TAXES AND OTHER PAYMENTS**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the services to be performed hereunder by Contractor, or its employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 25, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance and payments or other 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.

27. **STATE OF CONNECTICUT TAXES**

Contractor agrees that, pursuant to Conn. Gen. Stat § 22a-270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat § 12-412(92) (as the same may be amended or superceded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State

of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in its RFP or other submittal or proposal to CRRA in connection with this Agreement. In addition, the costs of all materials used by Contractor in its performance of Services under this Agreement shall not be taxable and therefore Contractor shall cooperate with CRRA to ensure that no such taxes are charged under this Agreement.

## **28. CAMPAING CONTRICUTION RESTRICTIONS**

This Section 28 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 28, 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.

For purposes of this Section 28 only:

- (9) "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.
- (10) "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.
- (11) "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.

- (12) "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.
- (13) "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.
- (14) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this Section 28 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.

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.

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.

If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this Section 28, 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.

If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this Section 28, 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, this Agreement is executed as of the date hereinabove set forth.

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_

Thomas D. Kirk  
Its President  
Duly Authorized

CONTRACTOR:

By: \_\_\_\_\_

Its  
Duly Authorized

# **SCHEDULES TO AGREEMENT**

Schedule 1 - Service Fees

Schedule 2 - Operations Plan

Schedule 3 - CRRA Rolling Stock

Schedule 4 - Performance Bond

Schedule 5 - Letter of Credit

Schedule 6 - Guaranty

Schedule 7 - Contractor's Certification Concerning Gifts

Schedule 8 - CRRA President's Certification Concerning Gifts

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

# **SCHEDULE 1**

## **SERVICE FEES**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

# SERVICE FEES

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into, used or otherwise consumed in the performance of the Services that are the subject of this RFP are exempt from Connecticut sales and use tax. CRRA is also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof. See Section 1.3.1(f) of the Agreement (Attachment 14).

The per ton prices presented below are **inclusive of all costs associated with the Services** to be provided. CRRA will not entertain any additional charges to those presented below.

## OPERATING YEAR 1: JULY 1, 2007 – JUNE 30, 2008

Facility of Origin and Destination	Per Ton Service Fee
Mid-Connecticut WPF to Hartford Landfill	
Mid-Connecticut WPF to Windsor Landfill	

## OPERATING YEAR 2: JULY 1, 2008 – DECEMBER 31, 2008 (6 MONTHS) AND THE TWO, ONE-MONTH EXTENSIONS EXERCISABLE AT CRRA'S SOLE DISCRETION

Facility of Origin and Destination	Per Ton Service Fee
Mid-Connecticut WPF to Windsor Landfill	

## **SCHEDULE 2**

### **OPERATIONS PLAN**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

# OPERATIONS PLAN

## 1. Service Overview

Upon the Commencement Date, Contractor shall be solely responsible for the cost and expense of providing all personnel, trucks, containers, fuel, materials, equipment, tools, parts, supplies, supervision, maintenance, repairs, bonds, insurance, administrative services and all other items and activities, including and in addition to that material, equipment and property provided by CRRA, necessary to perform the Services described herein, consistent with the physical layout, loading capabilities and operational requirements of the WPF, the Hartford Landfill, and the Windsor Landfill.

Contractor shall provide the Services in accordance with the terms of this Agreement, all existing conditions, all applicable laws and regulations, including without limit, the Connecticut Department of Environmental Protection ("CTDEP") Permits, existing contracts, and all applicable Federal, State and local statutes, rules, regulations, permits and guidelines including the Mid-Connecticut Project Permitting, Disposal and Billing Procedures and the Windsor Landfill Operating Rules attached hereto as Exhibits ?? and ?? and made a part hereof.

Contractor shall perform all Services in cooperation with all other parties and contractors who may be responsible for other activities performed at the WPF and Facility, the Hartford Landfill and the Windsor Landfill. Such cooperation shall include, at a minimum, routine reporting, communications with CRRA and other parties, attendance at coordination meetings, and similar activities. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation.

Contractor shall perform the obligations of this Agreement and to achieve all Service requirements including, when the occasion requires, temporarily extending the hours Process Residue and Non-Processible waste is transported from the WPF to the disposal sites, adding staffing, equipment and modifying schedules.

## 2. Staffing

Contractor shall provide all personnel (employees, subcontractors and other personnel) necessary to properly perform its duties under this Agreement. All Contractor personnel and subcontractors shall be properly trained, equipped with the requisite safety equipment and properly licensed and certified to perform the assigned Services.

Contractor is required to have sufficient drivers on duty to transport outgoing loads in a manner to ensure that no Process Residue and Non-Processible Waste is stored on the WPF tip floor at any time including those times that waste processing hours at the WPF are extended to include Sunday processing.

### 3. Process Residue and Non-Processible Waste Management

The Hartford Landfill is the primary disposal site for the Process Residue and Non-Processible Waste. Contractor shall transport Process Residue and Non-Processible Waste to the Hartford Landfill unless otherwise instructed by CRRA in writing to divert Process Residue to the Windsor Landfill. CRRA's normal procedure is to email Contractor with diversion instructions the Thursday immediately preceding the week during which diversions to the Windsor Landfill are to be performed. These emailed instructions include the number of loads and days upon which Contractor shall perform diversions for the week.

When transporting the Process Residue and Non-Processible Waste, Contractor drivers shall use only major highways and roadways and shall not transport materials over secondary roads or residential streets. When diverting Process Residue to the Windsor Landfill, Contractor shall use only those routes designated in the Windsor Landfill Operating Rules.

Contractor shall perform Services, including but not limited to, the following:

- Accept and transport all Process Residue and Non-Processible Waste generated at the WPF in a manner that prevents the storage of these materials on the WPF tip floor;
- Maintain daily communications and coordination with CRRA personnel regarding WPF Acceptable Waste processing schedules and the anticipated level of rolling stock equipment (trucks and containers) needed each day to accept and transport Process Residue and Non-Processible based upon the WPF processing schedules;
- Weigh each filled container on the certified WPF outbound scales prior to exiting the site;
- Assist with moving filled Process Residue containers into and out of the WPF truck maneuvering hall during the colder months of the year when the Process Residue is susceptible to freezing;
- Assist with moving filled Process Residue containers into and out of the truck maneuvering hall during the warmer months of the year to help control the release of odorous air into the atmosphere and the surrounding neighborhoods (filled Process and Non-Processible Waste containers shall not be stored at the WPF for a period greater than twenty-four hours unless authorized by CRRA);
- Divert Process Residue to the Windsor Landfill when directed to do so by CRRA.

Each of the Contractor's incoming empty trailers or vehicles and each of the Contractor's loaded trailers or vehicles shall be weighed at the Facility's scales. The amount of the Process Residue and Non-Processible Waste provided to the Contractor at the Facility shall be determined through the use of the certified scales at the Facility. The scales are operated and maintained by the WPF Operator and shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws. CRRA shall cause the WPF Operator to provide

Contractor's drivers with weight tickets from the certified scales at the Facility for all Process Residue and Non-Processible Waste provided to the Contractor. The Contractor may have its representatives present at the Facility at any time to observe and verify the accuracy of the weighing of the Process Residue and Non-Processible Waste in accordance with the provisions of the Agreement.

Contractor's vehicles must conform to the Facility's scale dimensions of 70'x12'.

#### **4. Rolling Stock Equipment and Management**

Upon the Commencement Date CRRA shall make available to Contractor the CRRA Rolling Stock Equipment presented in **Schedule 3** of this Agreement. During the week prior to the Commencement Date, CRRA and Contractor shall jointly inspect the Rolling Stock Equipment made available to Contractor for use in the performance of Services and will log and mutually agree upon the physical and mechanical condition of the rolling stock. Such log shall be signed by CRRA and Contractor and made a part of this Agreement as **Schedule 3**. Upon termination of the Agreement, Contractor shall return to CRRA an inventory of Rolling Stock Equipment of equal condition than that provided by CRRA to Contractor at the Commencement Date less normal wear and tear.

The CRRA Rolling Stock Equipment provided for Contractor use shall be dedicated exclusively to the performance of Services and shall not be used by Contractor for any other purposes or activities.

It is understood that Contractor shall supplement the CRRA Rolling Stock Equipment with Contractor leased and/or owned trucks and roll-off containers and trailers in sufficient number to perform Services in a manner that will prevent Process Residue from being stored on the WPF tip floor. CRRA shall designate an area of the WPF yard that Contractor may use for the storage and staging of the roll-off containers and trailers required for the loading and transporting of the Process Residue and Non-Processible Waste. Roll-off containers used for Process Residue transportation Services shall be of a type to accept lids or covers in a locked position prior to exiting the Facility.

Contractor shall be responsible for providing, operating, maintaining and insuring all rolling stock which may include, but not be limited to, tractors, trailers, roll-off trucks and boxes, CRRA Rolling Stock Equipment, Contractor's Rolling Stock Equipment, and all other Contractor-owned and/or leased vehicles and equipment.

Contractor shall maintain an inventory or a source thereof, of consumable supplies required for the operation and maintenance of the CRRA Rolling Stock Equipment and Contractor provided rolling stock. Such items shall include, but not be limited to, filters, hoses, cables, pumps, belts, spare tires, tracks, and mechanical parts as needed to keep all equipment maintained per the specifications and in good operating condition at all times. When mobile equipment is inoperable because of maintenance, Contractor shall provide necessary repairs, replacement or backup equipment as needed so that there is no disruption to the Services.



## 5. Hours of Operation

**WPF:** Process Residue and Non-Processible Waste is generated when ever Acceptable Waste is being processed at the WPF. Acceptable Waste processing hours are normally 7:00 A.M. to 12:00 A.M. Monday through Saturday. From time-to-time processing hours are extended to 2:00 A.M. Monday through Saturday and Sundays depending upon a number of factors including volume of waste received, scheduled and unscheduled maintenance activities, odor season, etc. (To mitigate the generation of odorous air during hot weather periods, waste processing hours may be extended to reduce the amount of waste stored at the WPF.)

Normally, there is no Acceptable Waste processing performed at the WPF on the following major holidays: New Year's Day, good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

**Hartford Landfill:** The Hartford Landfill is open to the acceptance of Process Residue and Non-Processible Waste from 6:30 A.M. to 3:00 P.M., Monday through Friday and 7:00 A.M to 12:00 noon on Saturday.

**Windsor Landfill:** The Windsor Landfill normally accepts Process Residue between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday.

Because landfill disposal hours to not coincide with the WPF MSW processing hours, Contractor must store on sight sufficient Process Residue roll-off containers and Non-Processible Waste Trailers to be used by the WPF operator to fill during late afternoon, nighttime and Sunday processing, when applicable.

Under normal operating conditions of the Facility, the Contractor shall be required to provide transportation Services at a minimum of six (6) days per week, fifty-two (52) weeks per year. However, the Contractor shall be available on an on-call, as needed basis to provide the services 24 hours a day, 7 days a week and for each day of each Operating Year during the term of the Agreement.

In its performance of the Services hereunder, Contractor covenants and agrees that it shall, at all times during the term of this Agreement, insure that no interruption of the transportation of the Facility's Process Residue and Non-Processible Waste occurs during the term of this Agreement that would negatively impact on the operation of the Facility. At CRRA's sole discretion, CRRA may elect to change foregoing loading schedule that may impact the Contractor's schedule for transporting the Process Residue and/or Non-Processible Waste.

## 6. Vehicle Permitting

Pursuant to the Mid-Connecticut Project Permitting, Disposal and Billing Procedures, all Contractor trucks, trailers, and containers used in the performance of Services shall be properly permitted to enter CRRA's waste disposal facilities. CRRA will waive the permitting fees associated with such permitting requirement for only those trucks, trailers, and containers used

directly in the performance of the Services associated with this Agreement.

Pursuant to local ordinance, all commercial vehicles must be permitted with the Town of Windsor prior to the delivery of waste to the Windsor Landfill. CRRA shall be responsible for paying the Town of Windsor permit fees for the rolling stock equipment used by Contractor in the performance of Services.

#### **7. Weighing and Scales**

Contractor shall weigh each and every outbound load of Process Residue and Non-Processible Waste at the WPF scales prior to exiting the Facility. Contractor shall use the WPF issued outbound weight ticket information when invoicing CRRA for Services performed (actual tons transported multiplied by the per-ton rate in effect).

If the WPF scale becomes inoperable, CRRA shall estimate the quantity of Process Residue and Non-Processible Waste transported from the WPF using stored vehicle tare weights and will keep records of such estimates. Such estimates shall take the place of actual weight records during any scale outage.

Contractor or its authorized representative shall have the right, at the Contractor's sole expense, to test the accuracy of the scales at the WPF, provided that such tests are at reasonable times and follow prior written notice.

#### **7. Emergency Notification**

Contractor shall notify CRRA immediately of any injuries to persons, accidents, and damage to equipment. Contractor shall replace CRRA property damaged due to accidents, loss, theft, abuse, or by Contractor's failure to provide adequate repairs or maintenance of the equipment, or any other reason.

Contractor shall promptly notify CRRA of any notices of violation, citations, suits, regulatory proceedings, prosecutions, received by or commenced against Contractor or its authorized subcontractors in connection with the performance of its obligations under the Agreement. Contractor shall immediately notify CRRA of motor vehicle accidents in which the Contractor or its authorized subcontractors are involved in the performance of Contractor's obligations under the Agreement.

The Contractor shall operate vehicles on the Facility Property entirely at the Contractor's risk and neither CRRA nor the WPF Operator nor the PBF Operator shall be responsible for, or liable for, damage to any of Contractor's vehicles or equipment or CRRA Rolling Stock on or off of the Facility Property. The Contractor shall name CRRA, the WPF Operator, and the PBF Operator as additional insured on the applicable insurance coverage required under the Agreement.

#### **8. Contractor's Continuing Responsibility**

Operational failure of equipment, labor strikes affecting Contractor's performance of the Services, or any other cause will not release Contractor of its responsibility to accept and transport Process Residue and Non-Processible Waste during the term of the Agreement on a continual basis. All costs in complying with this requirement shall be the Contractor's responsibility.

**9. Road Safety**

Contractor is solely responsible for any violations of any State of Connecticut or municipal traffic laws or regulations, including without limitation, violations due to the Contractor's failure to provide adequate insurance, safety equipment, or repairs and maintenance to such vehicles and equipment.

**NOTE: UPON ISSUANCE OF THE NOTICE OF AWARD, CRRA SHALL INSERT HERE THE RELEVANT AND APPLICABLE OPERATIONS AND EQUIPMENT INFORMATION CONTAINED IN THE SELECTED PROPOSER'S *ATTACHMENT 4 – EQUIPMENT AND PERSONNEL PLAN FORM* SUBMITTED BY THE SUCCESSFUL PROPOSER AS PART OF ITS PROPOSAL SUBMITTAL.**

## **SCHEDULE 3**

# **CRRA PROVIDED ROLLING STOCK EQUIPMENT**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

# CRRA PROVIDED ROLLING STOCK EQUIPMENT

Upon the Commencement Date CRRA shall provide Contractor use of the CRRA provided rolling stock equipment listed in this **Schedule 3** to the Agreement. It is understood and agreed that Contractor shall supplement the CRRA provided rolling stock equipment with Contractor leased and/or owned rolling stock equipment in sufficient number to:

- Properly containerize Process Residue in the event of Sunday processing so as to prevent Process Residue from being stored on the WPF tip floor;
- Have sufficient amounts of equipment to perform Services when ever CRRA provided rolling stock equipment is out of service for maintenance or repairs or is lost due to theft, damage, accident or any other cause.
- Haul the 100 cubic yard trailers filled with Non-Processible Waste to the Hartford Landfill or Windsor Landfill as directed by CRRA. CRRA is not providing for Contractor use any tractors capable of hauling filled 100 cubic yard trailers filled with Non-Processible Waste. Such tractors shall be provided by the Contractor.

During the week prior to the Commencement Date, CRRA and Contractor shall jointly inspect the Rolling Stock Equipment made available to Contractor for use in the performance of Services and will log and mutually agree upon the physical and mechanical condition of the rolling stock. Such log shall be signed by CRRA and Contractor and made a part of this **Schedule 3**. Upon termination of the Agreement, Contractor shall return to CRRA an inventory of Rolling Stock Equipment of equal condition to that provided by CRRA to Contractor upon the Commencement Date less normal wear and tear.

The CRRA Rolling Stock Equipment provided for Contractor use shall be dedicated exclusively to the performance of Services and shall not be used by Contractor for any other purposes or activities.

CRRA shall designate an area of the WPF yard that Contractor may use for the storage and staging of the roll-off containers and trailers required for the loading and transporting of the Process Residue and Non-Processible Waste. Roll-off containers used for Process Residue transportation Services shall be of a type to accept lids or covers in a locked position prior to exiting the Facility.

TYPE OF EQUIPMENT	MAKE, MODEL, ID NUMBER	COMMENTS REGARDING CONDITION
Roll-off Truck	1996 Ford VIN: 1FDZY90V6TVA26587	
Roll-off Truck	1997 Ford VIN: 1FDZY90V3VVA22760	
Roll-off Truck	1997 Ford VIN: 1FDZY90VVA22759	
Roll-off Truck	1999 Mack VIN: 1M2P267C2XM043684	
Roll-off Truck	1999 MacK VIN: 1MP267C2XM041319	
100 cy Trailer	2002 Construction Trailer Special, Inc. VIN: 1C92345282S770501	
100 cy Trailer	2002 Construction Trailer Special, Inc. VIN: 1C92345232S770504	
100 cy Trailer	2001 Construction Trailer Special, Inc. VIN: 1C92345291S770344	
100 cy Trailer	2001 Construction Trailer Special, Inc. VIN: 1C1345201S770345	
100 cy Trailer	2001 Construction Trailer Special, Inc. VIN: 1C2345281S770335	









The undersigned inspected the above equipment and mutually agreed to the condition of listed equipment.

Signed by:

\_\_\_\_\_  
Signature of CRRA representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor representative

\_\_\_\_\_  
Date

- End Schedule 3 -

## **SCHEDULE 4**

### **PERFORMANCE BOND**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

# PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal  
Place of Business):

OWNER (Name and Address):

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

AGREEMENT FOR PROCESS RESIDUE AND NON-PROCESSIBLE WASTE TRANSPORTATION  
SERVICES, MID-CONNECTICUT RESOURCES RECOVERY FACILITY

Date: July 1, 2007

Amount: \$300,000.00

Description (Name and Location):

Waste Processing Facility  
300 Maxim Road – Gate 70  
Hartford, CT 06114

Power Block Facility  
1 Reserve Road  
Hartford, CT 06114

BOND

Date: July 1, 2007

Amount: THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS

## TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Agreement For Process Residue And Non-Processible Waste Transportation Services (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.

2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
  - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
  - 4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
  - 6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or

fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
  - 12.2. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

CONTRACTOR AS PRINCIPAL

SURETY

[Contractor as Principal]

Company:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its Duly Authorized

Its Duly Authorized

**SCHEDULE 5**

**LETTER OF CREDIT**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**



# LETTER OF CREDIT

**To Be Issued By A Connecticut Bank**  
**Or By A National Banking Association**

Irrevocable Standby Letter of Credit No.      Issuance Date: \_\_\_\_\_, 2007

Beneficiary:                                      Expiration Date: \_\_\_\_\_, 200\_\_

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

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_ in favor of the "Beneficiary", Connecticut Resources Recovery Authority, at the request and for the account of [Contractor's name and address], for the sum or sums up to the aggregate amount of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS 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 \_\_\_\_\_, 200\_\_ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. \_\_\_\_."

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor's name] 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 Process Residue And Non-Processible Waste Transportation Services between [Contractor's name] and Beneficiary, dated as of July 1, 2007, as amended.

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 [Contractor's name], if presented to us in accordance with the provisions hereof.

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

Very truly yours,

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

**SCHEDULE 6**

**GUARANTY  
(IF REQUIRED AT CRRA'S SOLE AND  
ABSOLUTE DISCRETION)**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

# GUARANTY

This Guaranty made and dated as of \_\_\_\_\_, 2007 (the Guaranty") from a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ (the Guarantor") to the Connecticut Resources Recovery Authority (the "Authority"), a public instrumentality and political subdivision of the State of Connecticut (the "State"),

## WITNESSETH:

WHEREAS, the Authority intends to enter into an agreement with the [\_\_\_\_\_] ("Company") for the transportation of Process Residue and Non-Processible Waste from its Mid-Connecticut resources recovery facility to the Hartford Landfill and the Windsor Landfill in accordance with the Agreement For Process Residue And Non-Processible Waste Transportation Services between the Authority and the Company dated as of July 1, 2007 (the "Agreement");

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

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

## ARTICLE I

### REPRESENTATIONS AND WARRANTIES

Section 1.1. Guarantor Representations and Warranties. \_\_\_\_\_, as Guarantor, hereby represents and warrants that:

(1) The Guarantor has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of \_\_\_\_\_ and is not in violation of any provision of its certificate of incorporation or its by-laws, has power to enter into this Guaranty and, by proper corporate action, has duly authorized the execution and delivery of this Guaranty.

(2) Neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Guaranty is prevented or limited by or conflicts with or results in a breach of or violates the terms, conditions or provisions of any contractual or other restriction on the Guarantor, or constitutes a breach under any of the terms of its Certificate of Incorporation or by-laws, or violates any agreement or instrument of whatever nature to which the Guarantor is now a

party or by which the Guarantor or its property is bound, or constitutes a default under any of the foregoing or violates any federal, state or local law, rule or regulation applicable to the Guarantor.

(3) The assumption by the Guarantor of its obligations hereunder will result in a material financial benefit to the Guarantor.

(4) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.

(5) There is no action or proceeding pending or to the best of its knowledge threatened against the Guarantor before any court or administrative agency that would adversely affect the ability of the Guarantor to perform its obligations under this Guaranty and all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guaranty or in connection with the performance of the Guarantor's obligations hereunder have been obtained as required hereunder or by law.

(6) Neither the nature of the Guarantor or any subsidiary of the Guarantor or of any of their respective businesses or property, nor any relationship between the Guarantor or any subsidiary and any other person, nor any circumstance in connection with the execution or delivery of the Agreement, is such as to require the consent, approval, or authorization of or filing, registration, or qualification with any governmental authority on the part of the Guarantor or any subsidiary, as a condition of the execution and delivery of the Agreement or any agreement or document contemplated thereby or the performance thereof.

(7) The Guarantor is familiar with the terms of the Agreement and consents to the terms thereof.

## **ARTICLE II GUARANTY**

Section 2.1 Agreement to Perform and Observe Obligations of Company under the Agreement. The Guarantor hereby unconditionally and irrevocably guarantees to the Authority the full and prompt performance and observance of each and all of the covenants and agreements required to be performed and observed by the Company, including any obligation to pay damages, under the Agreement, including all amendments and supplements thereto.

Section 2.2 Guaranty Absolute and Unconditional. The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any assignment of the Agreement or of any termination of the Agreement except in accordance with the express provisions thereof (and payment of all amounts due thereunder), and shall not be affected by (a) any set-off, counterclaim, recoupment, defense

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

Section 2.3 Waivers by the Guarantor. The Guarantor hereby waives all notices whatsoever with respect to this Guaranty, including, but not limited to, notice of the acceptance of this Guaranty by the Authority and intention to act in reliance hereon, of its reliance hereon, and of any defaults by the Company under the Agreement except as provided therein. The Guarantor hereby consents to the taking of, or the failure to take from time to time, without notice to the Guarantor, any action of any nature whatsoever with respect to the obligations of the Company under the Agreement and with respect to any rights against any person (including the Company) or in any property, including, but not limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases. To the extent permitted by law, the Guarantor hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Guarantor hereunder.

Section 2.4 Agreement to Pay Attorney's Fees and Expenses. The Guarantor agrees to pay to the Authority on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), which may be incurred in the successful enforcement of any liability of the Guarantor under this Guaranty. No delay in making demand on the Guarantor for performance of the obligations of the Guarantor under this Guaranty shall prejudice the right of the Authority to enforce such performance.

Section 2.5 Consent to Assignment. It is understood and agreed that all or any part of the right, title and interest for the Authority in and to this Guaranty may be assigned by the Authority to a trustee. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee, acting under the aforesaid assignment and in accordance with this Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

### **ARTICLE III SPECIAL COVENANTS**

Section 3.1 Maintenance of Corporate Existence; Consolidation, Merger, Sale or Transfer. The Guarantor covenants that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with. or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) assumes in writing all the obligations of the Guarantor hereunder and, if such successor entity is other than an affiliate of the Guarantor, has a net worth immediately after such consolidation, merger, sale or transfer at least equal to that of the Guarantor immediately prior to such event, and, if required, is duly qualified to do business in the State of Connecticut.

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

Section 3.2 Assignment. Without the prior written consent of the Authority, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 3.1 hereof.

Section 3.3 Qualification in Connecticut. The Guarantor agrees that, so long as this Guaranty is in effect, if required, the Company will be duly qualified to do business in Connecticut and, if necessary, in order for the Guarantor to perform its obligations as required hereunder, the Guarantor will qualify to do business in Connecticut.

Section 3.4 Agent for Service. The Guarantor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any such courts. During the term of this Guaranty the Guarantor irrevocably designates the Secretary of the State of the State of Connecticut, whose address is Hartford, Connecticut, as its agent to accept and acknowledge in its behalf service of any and all process in

any suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

## ARTICLE IV

### MISCELLANEOUS

Section 4.1 Binding Effect. This Guaranty shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.2 Amendments, Changes and Modifications. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Authority and of the Guarantor.

Section 4.3 Execution in Counterparts. This Guaranty may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Guaranty.

Section 4.4 Severability. If any clause, provision or Section of this Guaranty shall be held illegal or invalid by a court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligations of the Guarantor to the fullest extent permitted by law.

Section 4.5 Captions. The captions or headings in this Guaranty are for convenience only and in no way define, limit or describe the scope or intent of any sections of this Guaranty.

Section 4.6 Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Connecticut.



**ARTICLE V  
TERM OF GUARANTY**

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

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and in its behalf by its duly authorized officers as of the \_\_\_ day of \_\_\_\_\_, 2007

Accepted and agreed this \_\_\_ of \_\_\_\_\_, 2007

[GUARANTOR]

By: \_\_\_\_\_

Title:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: \_\_\_\_\_

Name:

Title:

## **SCHEDULE 7**

# **CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**



**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**AGREEMENT FOR PROCESS RESIDUE AND NON-PROCESSIBLE WASTE TRANSPORTATION SERVICES, MID-CONNECTICUT RESOURCES RECOVERY FACILITY**

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

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

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name)

(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Agreement for Process Residue and Non-Processible Waste Transportation Services, Mid-Connecticut Resources Recovery Facility (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between March 23, 2007 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of

the Agreement (such CRRA employees are listed in Table 2 below), or

(2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

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

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

Floyd M. Gent, Director of Operations
Virginia Raymond, Senior Operations Analyst
John Romano, Plant Manager
Peter Egan, Director of Environmental Affairs & Development

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

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

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

\_\_\_\_\_, being fully sworn, deposes and says that

he/she is the \_\_\_\_\_ (Title) of

\_\_\_\_\_  
(Firm Name), the Contractor

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

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

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return.

"Gift" shall **not** include:

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

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

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

**SCHEDULE 8**

**CRRA PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**



**PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**AGREEMENT FOR PROCESS RESIDUE AND NON-PROCESSIBLE WASTE  
TRANSPORTATION SERVICES, MID-CONNECTICUT RESOURCES RECOVERY  
FACILITY**

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

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

Signature: \_\_\_\_\_

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

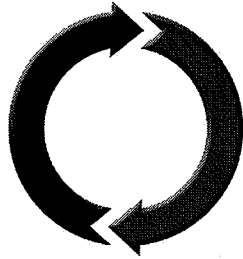
\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court



## **SCHEDULE 9**

# **MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES**

**AGREEMENT FOR PROCESS RESIDUE AND NON-  
PROCESSIBLE WASTE TRANSPORTATION SERVICES  
MID-CONNECTICUT RESOURCES RECOVERY FACILITY**



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**MID-CONNECTICUT PROJECT  
PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective March 1, 2007**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## MID-CONNECTICUT PROJECT

### PERMITTING, DISPOSAL AND BILLING PROCEDURES

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## 1. GENERAL

### 1.1 Definitions

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

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

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

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

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

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



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

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

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

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

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

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

## **1.2 Preamble**

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

## **1.3 General Principles of Interpretation**

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

# **2. PERMITTING**

## **2.1 Permit Application**

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

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

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

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

## **2.2 Submission of Permit Application**

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

## **2.3 Guaranty of Payment**

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

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

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

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

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

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

## **2.5 Tare Weights**

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

## **2.6 Miscellaneous**

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

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

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

## **2.7 Municipal Permits.**

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

# **3. INSURANCE**

## **3.1 Insurance**

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

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



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

### **3.2 Indemnification**

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

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

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

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

## **4.2 Delivery of Acceptable Recyclables**

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

## **4.3 Access to the Facility**

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

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

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

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

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

## **4.6 Hours for Delivery**

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

## 4.7 Disposal Procedures

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

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

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

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

#### **4.8 Weight Tickets**

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

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

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

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

### **5. BILLING**

#### **5.1 Payment of Invoices**

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

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

## **5.2 Liability for Payment of Invoices**

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

## **5.3 Past Due Invoices**

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

## **5.4 Miscellaneous**

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

## **5.5 Return Check Policy.**

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

## 5.6 Disputes on Billing

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

## 6. SANCTIONS

### 6.1 Sanctions

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



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

## **6.2 Appeal Process**

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

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

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

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

## **7. LEGAL**

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

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

### **7.2 Governing Law**

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

## APPENDIX A

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

#### 1. LOCATION

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

211 Murphy Road,  
Hartford, Connecticut 06114

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

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

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

FCR, Inc.  
211 Murphy Road  
Hartford, Connecticut

#### 2. HOURS OF OPERATION

##### **RRC**

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

##### **Transfer Stations**

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

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

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

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

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

### 3. HOLIDAYS

Mid-Connecticut Facilities are closed on the following holidays:

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

### 4. DELIVERY POLICY

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

#### Paper Processing Facility:

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

#### Container Processing Facility:

Commingled food and beverage containers including:

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

#### 4.1 Acceptable Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.2 Materials Not Accepted

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

### 5. DELIVERY RULES AND REGULATIONS

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

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

## **6. LOAD REJECTION POLICY**

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

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

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

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

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

**Loads will be considered contaminated if:**

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

**Loads will be considered unprocessable if:**

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

**7. VEHICLE STANDARDS**

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



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

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

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

## **Attachment "A"**

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

### **SITE ACCESS**

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

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

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

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

### **SITE EGRESS**

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

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

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

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

## APPENDIX B

### Policy Guidelines for Accepting Residue from Recycling Facilities

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

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

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

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

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

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

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

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

## APPENDIX C

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

**Notes:**

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