

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

REQUEST FOR PROPOSALS

**DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES
FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER
(RFP Number 2007OP001)**

**PROPOSALS DUE:
MARCH 7, 2007**

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

JANUARY 31, 2007

REQUEST FOR PROPOSALS
For
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES
FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER

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

January 31, 2007

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- Attachment C – CTDEP “Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility (DEP-WEED-GUID-101; Rev. 03/10/95) & CTDEP Guidance on Preparation of an Operation and Maintenance Plan
- Attachment D – CTDEP “Permit Application for Construction and Operation of a Solid Waste Facility” (DEP-WEED-APP-100, -002, -101, and -102; 06/02/98)
- Attachment E – CTDEP “Instructions for Completing the Permit Application for Construction and Operation of a Solid Waste Facility (DEP-WEED-INST-100; 06/02/98)
- Attachment F – “Executive Summary” of CRRA Application for Permit Modification of Stratford Regional Recycling Facility submitted to DEP on January 4, 2007

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
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STRATFORD INTERMEDIATE PROCESSING CENTER**

SECTION 1

**NOTICE TO FIRMS – REQUEST FOR
PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR PROPOSALS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities. To that end, CRRA has developed, among other facilities, the Stratford Intermediate Processing Center (“Stratford IPC” or “IPC”) located at 1410 Honeyspot Road Extension, Stratford, Connecticut. The Stratford IPC is owned by CRRA and is currently operated by FCR, Inc. The IPC provides recycling services to approximately 19 municipalities. The IPC processes newspaper, corrugated cardboard, mixed paper and commingled glass, metal and plastic containers, totaling 59,600 tons in FY 06.

CRRA is seeking proposals from qualified recycling vendors for design, upgrade, retrofit and operation/maintenance services for the IPC from July 1, 2008 through June 30, 2018. The services to be provided include, but are not limited to, the following:

- Replace and upgrade the paper and container processing systems, including existing equipment, utilizing state-of-the-art single-stream and/or dual-stream technology;
- Upgrade and modify the existing building at the Stratford IPC;
- Enhance the revenue CRRA receives from the recycling operations; and
- Explore/enhance the recycling process to increase participation and to better achieve the recycling goals of the State of Connecticut.

The successful proposer will be required to undertake the following tasks:

- (1) Develop engineering plans and technical specifications to replace and upgrade processing systems (including existing equipment) and to upgrade and modify the existing building at the Stratford IPC;
- (2) Construct the modifications, replacements and upgrades proposed for the Stratford IPC;
- (3) Operate and maintain the newly modified and upgraded IPC; and
- (4) Divert and provide processing capacity for all recyclables that would be delivered to the IPC while it is unavailable for processing operations during construction activities.

Proposers must propose on all four of the above tasks.

CRRA intends to receive, from the successful proposer, a guaranteed, fixed, monthly base price. If the prices received by the successful proposer for specified commodities exceed an agreed upon base amount, CRRA and the successful proposer will share the increased revenues on an equal basis.

The Request for Proposals may be obtained during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning January 31, 2007. Proposal package documents are also available beginning on the same date on the internet at <http://www.crra.org> under the "Business Opportunities" page.

Proposers are required to provide in their proposals plans for both single-stream and dual-stream recycling processing systems. A decision on which type of processing system that will be used at the Stratford IPC will be made prior to the effective date of any agreement that might result from this RFP.

There will be a mandatory pre-proposal conference and tour of the Stratford IPC on February 7, 2007, beginning at 9:00 a.m. at 1410 Honeyspot Road Extension, Stratford, Connecticut. Prospective proposers interested in attending the mandatory pre-proposal conference and tour should contact Tom Gaffey, Enforcement/Recycling Director, at least 24 hours prior to the pre-proposal conference and tour. Mr. Gaffey may be contacted by telephone at (860) 757-7735 or by e-mail at tgaffey@crra.org.

Sealed proposals will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than **3:00 p.m., Eastern Time, on Wednesday, March 7, 2007**. Proposals received after the proposal due date and time shall be rejected.

Proposals will be opened privately on or after the proposal due date. CRRA reserves the right to waive any informality or informalities in any proposals and to reject any or all of the proposals, or any part(s) thereof. Note that all information submitted by proposers is subject to the Freedom of Information Act. All proposals shall remain open for 120 days after the proposal due date. A proposal guarantee in the amount of \$25,000 must be submitted with proposals. At the option of the Proposer, the proposal guarantee may be:

- (1) A bank draft, cashier's check or certified check payable to CRRA;
- (2) 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
- (3) An irrevocable, stand by letter of credit from a bank that is acceptable to CRRA.

Any proposal guarantee must be valid for a period of at least one hundred and twenty (120) days immediately following the proposal submission date (March 7, 2007). The proposal guarantees shall be returned after the execution of an Agreement by the selected Proposer(s) and CRRA, but not later than one hundred and twenty (120) days after the proposal submission date.

All questions regarding the terms of the proposal documents must be submitted to Tom Gaffey, Enforcement/Recycling Director, by e-mail (tgaffey@crra.org), by fax ((860) 757-7742) or in

writing (100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., February 16, 2007. Any party considering submitting a proposal is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member.

**REQUEST FOR PROPOSALS
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**SECTION 2
INSTRUCTIONS TO PROPOSERS**

INSTRUCTIONS TO PROPOSERS
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES
FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER

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1. INTRODUCTION

The Connecticut Resources Recovery Authority (“CRRA”) is issuing this Request for Proposals (“RFP”) to obtain from qualified recycling vendors (“Proposers”) proposals for design, upgrade, retrofit and operation/maintenance services for the Stratford Intermediate Processing Center (“Stratford IPC”) from July 1, 2008 through June 30, 2018. The successful Proposer shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described (See Section 3) in this Instructions To Proposers and must execute the non-negotiable Service Agreement (See Section 14 of the RFP) with CRRA. Proposal and performance securities are required.

1.1 Background

1.1.1 Connecticut Resources Recovery Authority

CRRA was created by an act of the Connecticut General Assembly in 1973 to provide solid waste management services to municipalities and businesses. CRRA is a public instrumentality and political subdivision of the State of Connecticut. CRRA is authorized to issue and sell its bonds and notes to provide solid waste management services and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA’s purposes.

Currently, CRRA provides waste management and recycling services to more than two-thirds of Connecticut’s cities and towns. CRRA’s statewide system consists of four distinct waste management projects. One of those projects is the Bridgeport Project.

1.1.2 Bridgeport Project

CRRA’s Bridgeport Project provides waste management services to 19 cities and towns. In addition to a resource recovery facility and eight transfer stations, the Bridgeport Project includes the Stratford Intermediate Processing Center. Under permits issued to CRRA, the transfer stations accept and transfer municipal solid waste (“MSW”). In addition, many of the towns in which the transfer stations are located accept recyclables at the transfer station properties.

Municipalities that participate in the Bridgeport Project have entered into Municipal Service Agreements with CRRA. The Municipal Service Agreements are generally only for residential MSW. The majority of CRRA’s Municipal Service Agreements with Bridgeport Project member municipalities are scheduled to expire in December 2008.

1.1.3 Southwest Connecticut Regional Recycling Operating Committee

The following 19 Connecticut municipalities are signatories to an Inter-Community Agreement for the purpose of providing regional solid waste recycling services (**Available For Inspection**):

Bridgeport	Greenwich	Orange	Weston
Darien	Milford	Shelton	Westport
East Haven	Monroe	Stamford	Wilton
Easton	New Canaan	Stratford	Woodbridge
Fairfield	Norwalk	Trumbull	

Through the Inter-Community Agreement, these contracting municipalities established the Southwest Connecticut Regional Recycling Operating Committee (“SWEROC”). Pursuant to Connecticut state statutes, SWEROC constitutes a public instrumentality and political subdivision of the State of Connecticut created for the performance of an essential public and governmental function. As part of their obligations under the Inter-Community Agreement, the contracting municipalities agreed to be bound by, and obligated to, the decision and actions of SWEROC pursuant to the powers and authority granted to SWEROC in the Inter-Community Agreement.

The Inter-Community Agreement obligates the contracting municipalities to bring all residential acceptable recyclables generated within the legal boundaries of said municipalities to the IPC, and exert every reasonable effort to direct commercial recyclables to the extent that the commercial sector does not have a private arrangement and contract for recycling. Acceptable recyclables include commingled containers (clear, green and amber glass, steel/bi-metal cans, aluminum cans, aluminum foil, aseptic packaging (milk and juice cartons and juice boxes), PET plastic #1, and HDPE Plastic #2) old newspaper, old corrugated cardboard, junk mail, magazines, mixed paper and. Acceptable recyclables are delivered either directly to the IPC or indirectly, through the eight Bridgeport Project transfer stations.

CRRA and SWEROC originally entered into an Agreement in 1990 that sets forth the responsibilities and duties of each party in connection with the Southwest Connecticut Regional Solid Waste Recycling Program, including the development, financing, construction and operation of the IPC. The Agreement has been amended from time to time and explicitly confers administrative and contract enforcement responsibilities to CRRA on behalf of SWEROC (**Available For Inspection**). CRRA and SWEROC entered into an Operating Agreement (**Available For Inspection**) and Lease Agreement with the current vendor (**Available For Inspection**).

1.1.4 Stratford Intermediate Processing Center

CRRA developed the Stratford Intermediate Processing Center (“IPC”) in 1992 and began operations in 1993. CRRA operates the current IPC pursuant to permits issued to CRRA by the Connecticut Department of Environmental Protection (“CTDEP”). The current IPC is located at 1410 Honeyspot Road Extension in Stratford, Connecticut, and currently consists of 46,000 square feet of processing area, including equipment to accept, process and prepare for market paper fiber (old newspaper (“ONP”), old corrugated cardboard (“OCC”) and mixed paper) and commingled containers (glass, metal and plastic food and beverage containers). The IPC also includes approximately 14,000 square feet for CRRA’s Children’s Garbage Museum and CRRA Project offices. There is also a separate scale house of 375 square feet.

Site plans and drawings of the IPC are on the attached compact disc (CD) (**See Attachment A**).

The IPC currently serves the 19 municipalities that are signatories to the Inter-Community Agreement (see Section 1.1.3 above). These 19 municipalities have a 2005 population of approximately 822,500.

In addition to residential recyclables from the 19 municipalities, the current Stratford IPC Operator is authorized to process recyclables it obtains on the spot market.

Recyclables from additional municipalities may be available to the Stratford IPC in the future.

Currently, activities at the IPC must conform to a Permit to Construct (SW-1380212) and a Permit to Operate (1380237-PO/R) issued to CRRA by CTDEP. Copies of the permits are included in **Attachment B**. Both permits will have to be modified in conjunction with the changes anticipated by this RFP.

The IPC is currently permitted to process up to 250 tons per day (equivalent to approximately 65,000 tons per year) of commingled containers and paper. On January 4, 2007, CRRA filed with CTDEP an application for a permit modification which would increase the permitted receiving and processing capacity to 500 tons per day (134 tons commingled containers and 366 tons of paper fibers). This is equivalent to approximately 156,000 tons per year. **CRRA will consider proposals to expand the amount, types and sources of recyclables that may be processed.**

Table 1 of this RFP summarizes the shipments of recyclables into and products out of the IPC for the last three fiscal years.

TABLE 1
Material Shipped To and Products Shipped From the Stratford IPC

Material/Product		FY 04 (Tons)	FY 05 (Tons)	FY 06 (Tons)
IN	Commingled Containers	22,225	21,152	20,616
	Old Corrugated Cardboard	2,715	2,962	3,000
	Mixed Paper	2,786	3,016	2,931
	Residential Fiber	29,342	28,127	27,514
	Commingled Containers - Spot	823	921	834
	Fiber - Spot	1,230	1,195	882
	Undesignated - Spot	4,368	4,083	3,827
	TOTAL IN	63,489	61,456	59,604
OUT*	Ferrous	2,525	2,466	2,236
	Aluminum	262	249	294
	Aluminum Foil	25	27	14
	Plastic-Pet	1,764	1,788	1,993
	Plastic-HDPE Natural	677	665	650
	Plastic- HDPE Pigmented	1,296	1,217	1,173
	Glass- Flint or Clear	2,322	2,446	1,994
	Glass- Amber or Brown	504	508	441
	Glass- Green	2,783	2,795	2,769
	Glass- Mixed	7,131	7,133	7,213
	ONP #8	31,823	32,801	31,461
	OCC\ Kraft	4,187	4,479	4,611
	Residue	1,696	1,655	1,576
	TOTAL OUT	56,995	58,229	56,425

* OUT figures do not include products derived from Spot waste deliveries.

* Residential Fiber includes ONP, Mixed Paper & OCC.

Currently the Stratford IPC is permitted to store up to 500 tons of recyclable materials on the tipping floor and approximately 5,700 cubic yards (1,950 tons) of product at other locations inside the processing building. While CRRA is not proposing to change these amounts in the currently pending permit modification application, it is, at CTDEP's request, specifying the amounts and indicating where products may be stored inside the processing building.

The IPC is permitted to receive and process recyclables from 7:00 a.m. to 5:00 p.m. Monday through Friday. Under the pending permit modification application,

CRRA has requested that the IPC be permitted to receive recyclables from 6:00 a.m. to 6:00 p.m., Monday through Saturday and to process recyclables from 6:00 a.m. to 11:00 p.m., Monday through Saturday. CRRA does not necessarily expect that the IPC will receive or process recyclables for the entire amount of time requested, but considers it prudent to have the flexibility that would be provided by such time periods. Currently, the IPC receives recyclables from 7:00 a.m. to 5:00 p.m., Monday through Friday, and processes recyclables from 7:00 a.m. to 5:00 p.m., Monday through Friday.

In order to provide more operational flexibility, CRRA is willing to consider proposals to increase the amount of time the IPC is permitted to receive recyclables and/or the amount of time processing is permitted. CRRA reserves the right to request on its own initiative that CTDEP increase the permitted amount of time for receipt of recyclables and/or processing of recyclables.

There is a rail spur located on the IPC, but its use is subject to negotiation with other parties that utilize it. The rail spur is not currently utilized for outbound materials.

1.1.5 IPC Scale

CRRA owns the scale house at the IPC and the current vendor operates it. There are two 70-foot platform truck scales associated with the scale house. All vehicles entering and leaving the IPC are weighed at these scales. CRRA will assume the operation of the scales with CRRA personnel under the new operating agreement that results from this RFP. The successful Proposer will be responsible for reconciling market weights with CRRA scale house weights on a monthly basis.

1.2 Purpose of the RFP

CRRA has four basic purposes in issuing this RFP that are as follows:

- (a) Replace and upgrade the processing system utilizing state-of-the-art single-stream and/or dual-stream technology;
- (b) Upgrade and modify the existing building at the Stratford IPC;
- (c) Enhance the revenue CRRA/SWEROC receives from the recycling operations; and
- (d) Explore/enhance the recycling process to increase participation and to better achieve CTDEP's recycling goals as stated in the State Solid Waste Management Plan amended December, 2006.

CRRA wishes to emphasize that it does not have any preconceived ideas about what processing methods are best for the recyclables or what modifications should be made to CRRA's existing facility. Proposers are requested to propose to upgrade and modify the IPC in both the single-stream and dual-stream methods for comparative purposes. CRRA

expects Proposers to draw on their expertise in this area to propose methods and modifications that will best meet the purposes and needs of CRRA. In addition, CRRA encourages Proposers to identify any provisions in any of the documents included in this RFP which, if deleted or modified, would result in a substantial increase in the revenues Proposer would provide to CRRA as specified in Proposer's proposal. (See Section 4.15 of this Instructions To Proposers.)

CRRA anticipates that proposals to meet its purposes will involve modifications to the existing permits for the facility. CRRA will be responsible for obtaining any necessary approvals from CTDEP with the successful Proposer's assistance. The successful Proposer must cooperate with CRRA in obtaining the approvals and provide to CRRA documentation and necessary plans and engineering drawings sufficient to secure and maintain the approvals.

Construction required to modify the IPC, to upgrade and modify the processing systems, cannot commence until CTDEP approval has been obtained.

The successful Proposer will be responsible for obtaining local permits and approvals that may be necessary related to the upgrade and retrofit of the IPC with CRRA's assistance.

Each of CRRA's purposes is discussed in detail below.

1.2.1 Replace and Upgrade the Processing System/Equipment

Most of the processing equipment and rolling stock used for processing at the IPC is more than 10 years old.

It is CRRA's intent to maximize the overall efficiency of the processing system and maximize the economic benefit to CRRA from processing and commodity sales. Subsequent to the opening of the Stratford IPC, considerable interest has been generated by the single-stream concept, as opposed to the more traditional dual-stream concept. CRRA is particularly interested in exploring the merits of these two systems as they relate to the stream of recyclables coming to the Stratford IPC. In addition, with regard to commingled containers, CRRA is interested in reducing the quantity of mixed glass aggregate and in expanding the types and sources of commingled containers (e.g., commercially-generated commingled containers). With regard to fiber materials, CRRA is interested in expanding the materials that are accepted for processing. CRRA is interested in such proposals where it can be shown that the costs of processing such materials can be offset by market revenues.

1.2.2 Upgrade and Modify the IPC Building

Replacing and upgrading the processing systems and equipment may require upgrades and modifications of the Stratford IPC building to accommodate the processing systems and/or to operate them in a safe and efficient manner. CRRA will consider other upgrades/modifications to the building where it can be shown that the costs of such upgrades/modifications can be justified.

1.2.3 Enhance Revenue from Recycling Operations

With the replacement and upgrading of the processing system, CRRA considers this an opportune time to simplify and enhance its revenues from recycling operations. Specifically, CRRA expects to receive from the operator of the IPC a guaranteed, fixed, monthly, base price (“Contractor’s Monthly Payment”). In addition, if the prices received by the operator for specified commodities exceed an agreed upon base amount, CRRA and the operator will share the increased revenues on an equal basis.

1.2.4 Increase Participation in the Recycling Process

CTDEP has adopted a revised Solid Waste Management Plan for Connecticut that includes aggressive recycling goals for the state. CTDEP is calling for the recycling of 58% of the MSW waste stream. CRRA intends to use this RFP process to explore ways to enhance participation in the recycling process to come closer to achieving CTDEP’s goals for the municipalities that use the Stratford IPC. While the enhancement of revenues is important to CRRA and SWEROC, increasing participation in recycling and increasing the quantities diverted to recycling are of equal importance. To that end, CRRA is requesting Proposer to submit any and all proposals that should increase participation and possible funding solutions (See section 4.15 of this Instructions To Proposers)

1.3 Transition Operations

CRRA and current vendor shall cooperate to ensure a smooth transition of operation to any succeeding vendor pursuant to the provision of the current operating and lease agreements.

2. SERVICE AGREEMENT

The successful Proposer will be required to execute a non-negotiable written agreement as detailed in Section 14 of this RFP – “Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center” (the “Service Agreement”). By submitting a proposal, the Proposer agrees to all the terms and conditions of this attached Service Agreement.

The successful Proposer will be responsible, at its sole cost and expense, for undertaking the Services (See Section 2.2).

2.1 Term

The term of the Agreement will commence on the Commencement Date and shall be through June 30, 2018. There shall be an option for a five year extension of the Agreement exercisable by CRRA at CRRA’s sole and absolute discretion.

2.2 Scope of Services

The Services to be conducted pursuant to this RFP and the resulting Service Agreement are more particularly described in **Exhibit A** to the Service Agreement. Specific instructions about how the Services are to be performed are included in the Agreement. Proposers must propose on all of the tasks.

The successful Proposer will be required to handle all commingled containers and fiber recyclables delivered by SWEROC municipalities to the Stratford IPC (See Table 1), and CRRA anticipates these could be expanded as a result of this procurement.

2.2.1 Task 1 - Develop Engineering Plans And Technical Specifications

The successful Proposer will develop engineering plans and technical specifications for the upgrade and retrofit of CRRA's Stratford IPC. Such plans and specifications shall include replacing and upgrading fiber and container processing systems so as to maximize the IPC's overall efficiency and maximize the economic benefit to CRRA from the IPC's processing and commodity sales. Such plans and specifications shall also include proposed upgrades and modifications to the IPC building. Such engineering plans and technical specifications must be sufficient to support Task 2 activities (Construct and Upgrade the IPC).

Under Task 1, the successful Proposer will also be responsible for providing support to CRRA in obtaining the necessary permit approvals from CTDEP. It is likely that modifications of the permits to construct and to operate may be required to accommodate the changes in the IPC envisioned by this RFP. CRRA will be responsible for obtaining the permit approvals, but the successful Proposer must cooperate with CRRA in obtaining the approvals and provide to CRRA plans and engineering drawings sufficient to secure and maintain the approvals.

Specifically, the successful Proposer will be required to prepare an Operations and Management Plan ("O&M Plan") and engineering drawings for the proposed residential fiber and container processing systems and for modifications of the IPC building. The O&M Plan and engineering drawings will be included in the permit modification application(s). The O&M Plan and engineering drawings must conform to the guidance provided by CTDEP in "Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility" (See **Attachment C**).

If a traffic study is required for obtaining a permit approval from CTDEP, such a study will be the responsibility of CRRA.

2.2.2 Task 2 – Construct And Upgrade The IPC

Using the engineering plans and technical specifications from Task 1, and following CRRA's successful acquisition of the required approvals from CTDEP, the successful Proposer shall provide all the required labor, materials, and supervisory work necessary to construct and achieve the upgrade, replacement and retrofit of

the Updated IPC. A successful Acceptance Test is required for the completion of Task 2.

2.2.3 Task 3 – Operate And Maintain The IPC

The successful Proposer shall provide operation and maintenance services for the upgraded and retrofitted IPC. Such services shall be provided from the date CRRA notifies the successful Proposer that final completion of Task 2 has been achieved until June 30, 2018. There shall be an option for a five year extension of the Service Agreement exercisable by CRRA at CRRA's sole and absolute discretion.

The selected Proposer shall be responsible for all activities within or at the IPC, including, but not limited to, the following:

- (a) Operating and maintaining the processing systems in the most efficacious manner to ensure compliance with performance guarantees required in the new Operating/ Maintenance Service Agreement;
- (b) Product marketing(unless CRRA is able to obtain better market pricing for any of the recyclable commodities received);
- (c) All cost associated with residue disposal;
- (d) Providing management, supervision, personnel, labor, materials, equipment, services and supplies necessary to operate, maintain and repair the IPC, except that CRRA will be responsible for the operation of the scales in the new IPC;
- (e) Maintenance of the scales and scalehouse; and
- (f) Reconciling market weights with CRRA scale house weights on a monthly basis.

CRRA guarantees delivery to the successful Proposer of 44,500 tons of recyclables per year (17,100 of commingled containers and 27,400 of paper fibers). The Application for Permit Modification submitted to the CTDEP on January 4, 2007 provides capacity for 156,000 tons per year. The additional capacity may be utilized by the successful proposer for long-term commercial contract and spot arrangements subject to the approval of CRRA as provided in the new Operating Agreement.

Delivery of recyclables from municipalities that are not members of SWEROC or from non-residential sources will require separate approval from CRRA and SWEROC.

CRRA will be responsible for enforcement activities at the Updated IPC. However, the successful Proposer will be required to cooperate with CRRA in CRRA's enforcement activities. CRRA's enforcement unit includes enforcement officers

who routinely inspect loads to monitor compliance with delivery standards and adherence to contracts.

The successful Proposer will be solely responsible for the proper disposal of all non-recyclable materials. This shall include in-coming contaminated recyclables and residue from the recyclables processing operations.

2.2.4 Task 4 - Diversion of All Recyclables During Construction Period

During the construction period (Task 2) when the successful Proposer is upgrading the IPC, the successful Proposer shall be responsible for all of the costs of diverting all recyclables which cannot be accepted at the IPC due to the construction activities. Any delays in construction that impact diversion shall be the financial responsibility of the successful Proposer

2.3 **Compensation to CRRA**

The successful Proposer will be responsible for paying the following compensation to CRRA:

2.3.1 Contractor's Per Ton Monthly Payment

The successful Proposer will pay to CRRA a guaranteed, monthly, per ton payment ("Contractor's Per Ton Monthly Payment") for all inbound materials delivered to the successful Proposer from CRRA/SWERO member towns and any other deliveries caused to be delivered by CRRA through contract or spot arrangement. The tonnage on which the payment is based will be determined by the weighed in tonnage on the IPC scales.

The successful Proposer will be required to start paying to CRRA the Contractor's Per Ton Monthly Payment beginning when CRRA delivers to the successful Proposer the Notice to Proceed with Task 2 Services

2.3.2 Revenue Sharing

The successful Proposer will also share equally with CRRA revenue generated by sales of the commodities above the revenue sharing threshold prices specified in the table included as Section 6 of this RFP.

2.4 **Performance Securities**

In addition to the Proposal Guarantee (see Section 3.15 of this Instructions To Proposers and Section 12 of this RFP), the successful Proposer will be required to furnish the following Performance Securities for the project (See Section 9.8 of the Agreement):

- (a) For Task 1, a Performance Bond or letter of credit in the amount of \$500,000;

- (b) For Task 2, a Construction Performance Bond or letter of credit of the greater of \$5,000,000 or the proposed cost of Task 2 Services in the successful Proposer's proposal;
- (c) For Task 2, a Construction Payment Bond or letter of credit of the greater of \$5,000,000 or the proposed cost of Task 2 Services in the successful Proposer's proposal;
- (d) For Task 3, a Performance Bond or letter of credit in the amount of \$2,000,000; and,
- (e) For Task 4, a Performance Bond or letter of credit in the amount of \$5,000,000.

2.5 Insurance

The successful Proposer will be required to obtain and maintain the following insurance for the project (see Article 5 of the Agreement):

- (a) Commercial general liability insurance, alone or in combination with commercial umbrella insurance with a limit of not less than \$25,000,000
- (b) Commercial automobile liability insurance alone or in combination with commercial umbrella insurance with a limit of not less than \$5,000,000;
- (c) Workers' compensation with statutory limits and employers' liability limits of not less than \$1,000,000;
- (d) Contractor's property and equipment insurance in an amount equal to 100% of actual cash value of the property and equipment owned by the successful Proposer and used in performing the Services;
- (e) Professional liability insurance with a limit of not less than \$1,000,000 (required only during Task 1);
- (f) Builder's risk insurance with a limit of not less than \$ _____ [shall be the amount of Contractor's proposed cost for Task 2 Services]; and
- (g) Property insurance in an amount at least equal to the full cost of replacement of the Updated IPC Recyclables System on a replacement cost basis.

2.6 Warranty

The successful Proposer will be required to provide a one year warranty on the Updated IPC (see Article 11 of the Agreement).

2.7 Prevailing Wage

Task 2 of the Services will be subject to the Prevailing Wage provisions of the Connecticut General Statutes. (See Section 9.26 of the Agreement.)

2.8 Environmental Permits

CRRA currently holds a “Permit to Construct” and a “Permit to Operate” for the IPC (See Attachment B) issued by the CTDEP. In addition, on January 4, 2007, CRRA submitted an Application for Permit Modification to the CTDEP. The Executive Summary of the Application is included in this RFP (See Attachment F). A complete version of the Application is available for review.

Replacing and upgrading the paper and container processing systems and upgrading and modifying the IPC building, if necessary, may require modifications of the existing permits. CRRA will be responsible for obtaining approval of the necessary permit modification applications from CTDEP. The successful Proposer must cooperate with CRRA in preparing the applications and obtaining the approvals and must provide to CRRA documentation and necessary plans and engineering drawings sufficient to secure and maintain the approvals. A copy of CTDEP’s solid waste permit modification application and instructions are included in Attachment D and Attachment E, respectively. A copy of CTDEP’s guidance on preparation of an Operation and Maintenance Plan and the engineering drawings that must be submitted with the permit modification application is included in Attachment C.

CRRA will use its best efforts to obtain approvals from CTDEP of the required permit modification applications and to obtain the approvals in a timely manner, but CRRA cannot guarantee that the approvals will be granted or the timeframe in which decisions on the applications will be made by CTDEP. It is CRRA’s opinion that it will take a minimum of seven months from the time the permit modification applications are submitted until CTDEP makes a final decision of the applications, if there are no interveners that request and are granted a hearing on the application.

If a Proposer is proposing a processing system with a capacity greater than 500 tons per day, such proposed increase in capacity will be subject to approval by CTDEP in a permit modification application for the IPC.

2.9 Processing System Equipment of the Current IPC

CRRA requires that the successful Proposer must install an entirely new processing system in the Updated IPC. The processing system equipment of the Current IPC may or may not have to be removed by the successful Proposer prior to the successful Proposer installing the new processing system. Assuming the successful Proposer must remove the existing processing system equipment of the Current IPC, the successful Proposer will be required to dismantle, remove, and dispose of the existing processing system equipment of the Current IPC. Recognizing that certain components of the existing processing system equipment of the Existing IPC [eg: steel, etc.] can be marketed and sold on the recyclables market, the successful Proposer will be required to account to CRRA for such revenue and provide CRRA with all of said revenue. However, any documented removal and/or disposal expenses of the successful Proposer will be credited to the successful Proposer. See Section 2.9 of the Agreement.

3. PROPOSAL INSTRUCTIONS

The following is the projected timeline for the procurement process:

Date/Time	Activity
January 31, 2007 5:00 p.m.	RFP Formally Announced and Available for Distribution
February 7, 2007 9:00 a.m.	Mandatory Pre-Proposal Conference and Tour of the IPC
February 16, 2007 3:00 p.m.	Deadline for Proposers to Submit Written Questions to CRRA
March 2, 2007	CRRA Responds to Written Questions
March 7, 2007 3:00 p.m.	Deadline for Proposal Submission
	Selection of Successful Proposer by CRRA Board of Directors
	Commencement of Services

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

3.1 Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Design, Upgrade, Retrofit and Operation/Maintenance Services for the Stratford Intermediate Processing Center (the "Service Agreement");
 - (2) Notice To Firms – Request For Proposals;
 - (3) Instructions To Proposers;

- (4) Proposal Form;
 - (5) Project Schedule Form;
 - (6) Project Pricing Form;
 - (7) Revenue Sharing Threshold Prices Form;
 - (8) Project Cost Form;
 - (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (10) Affidavit Of Third Party Fees;
 - (11) Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and List of Principals (SEEC Form SC 3A);
 - (12) Background Questionnaire;
 - (13) Proposal Guarantee Form;
 - (14) Addenda;
 - (15) The proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-submission documentation submitted prior to the Notice of Award);
 - (16) Notice of Award; and,
 - (17) Any written amendments to the Agreement issued pursuant to Section 9.15 of the Agreement.
- (c) **Laws and Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice of Award:** Written notification from CRRA to the apparent successful Proposer(s) that states that CRRA has accepted such Proposer's proposal and sets forth the remaining conditions that must be fulfilled by such Proposer before CRRA executes the Service Agreement.

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

3.2 Communications with CRRA Staff and Board Members

Except as otherwise authorized by this RFP, during the pendency of the RFP process, firms contemplating or preparing proposals are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFP process. A Proposer's proposal shall be rejected if any such ex parte communications take place.

3.3 RFP Documents

This RFP package consists of the following documents:

- (a) Notice To Firms – Request For Proposals;
- (b) Instructions To Proposers;

- (c) Proposal Form;
- (d) Project Schedule Form;
- (e) Project Pricing Form;
- (f) Revenue Sharing Threshold Prices Form;
- (g) Project Cost Form;
- (h) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (i) Affidavit Of Third Party Fees;
- (j) Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and List Of Principals (SEEC Form SC 3A);
- (k) Background Questionnaire;
- (l) Notice of Award;
- (m) Agreement For Design, Upgrade, Retrofit and Operation/Maintenance Services for the Stratford Intermediate Processing Center (the "Service Agreement"); and
- (n) Attachments.

3.4 RFP Availability

The complete RFP may be obtained from CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103, beginning Wednesday, January 31, 2007 at 9:00 a.m.

All of the RFP documents will also be available in PDF format beginning on the same date on the world wide web at:

http://www.crra.org/pages/business_opp.htm (The "Business Opportunities" page)

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

3.5 Mandatory Pre-Proposal Conference and Site Tour

CRRA staff will conduct a **mandatory pre-proposal conference and tour of the Stratford IPC for prospective Proposers at 9:00 am, Wednesday, February 7, 2007**. Proposals submitted by any Proposer that does not attend the pre-proposal conference and tour shall be rejected. Alternate times for visiting the IPC will not be allowed.

Prospective Proposers should contact Tom Gaffey at (860) 757-7735 or by e-mail at tgaffey@crra.org at least 24 hours prior to the mandatory pre-proposal conference and tour to register.

3.6 Addenda, Pre-Submission Proposal Inquiries and Interpretations

CRRA may issue Addenda to this RFP package that shall, upon issuance, become part of this package and binding upon all potential or actual proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers.

Verbal inquires and requests for interpretation or clarification regarding this RFP will only be permitted during the mandatory pre-proposal conference and tour of the IPC. All other inquiries and requests for interpretation or clarification or any other question must be **submitted in writing to Thomas Gaffey, Enforcement/Recycling Director, by e-mail (tgaffey@crra.org) or by fax ((860) 757-7742) or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.**

To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on February 16, 2007.

Addenda issued prior to the mandatory pre-proposal conference and tour will be mailed and/or e-mailed to all persons who picked up or requested from CRRA a printed copy of the RFP package documents or who otherwise notified CRRA of their interest in the RFP. Such Addenda will also be posted on CRRA's Web site (<http://www.crra.org>) on the "Business Opportunities" page. Such Addenda will be mailed/e-mailed and posted on the Web site no later than three (3) days before the submittal deadline.

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

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

3.7 Material Available for Review and Inspection

CRRA will make available at its offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut, the following materials for potential Proposers to review and inspect:

3.7.1 RFP

- (a) Existing facility drawings (in addition to those on the CD (**Attachment A**));

3.7.2 Available For Inspection

- (a) Engineering evaluations prepared by consulting engineers;
- (b) A traffic study prepared by consultants;
- (c) A complete copy of the CRRA Application for Permit Modification of Stratford Regional Recycling Facility submitted to DEP on January 4, 2007;

- (d) Inter-Community Agreement Establishing the Southwest Connecticut Regional Recycling Operating Committee “SWEROC”;
- (e) The Contract For Operation Of An Intermediate Processing Center;
- (f) Lease Agreement;
- (g) CRRA and SWEROC Agreement; and
- (h) Existing Operations or Service Contract and amendments thereto.

Prospective Proposers that wish to review and inspect any of the above materials must contact Tom Gaffey (telephone: (860) 757-7735; e-mail: tgaffey@crra.org) at least 24 hours in advance to make arrangements for doing so.

3.8 Proposal Submittal

Sealed proposals must be received no later than by 3:00 p.m., Eastern Time, on March 7, 2007, at:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Thomas P. Gaffey

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

3.9 Proposal Copies

One (1) original and six (6) copies of each proposal must be submitted. The original proposal shall be stamped or otherwise marked as such.

The proposals (the original and six (6) copies) shall be enclosed in a sealed envelope that shall be clearly marked “**Proposal for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Stratford Intermediate Processing Center.**”

3.10 Proposal Open and Subject to Acceptance

Proposals shall remain open and subject to acceptance for one hundred twenty (120) days after the deadline date for proposal submission. CRRA may, in its sole discretion, release any proposal and subsequent proposal bond at any time prior to the end of such period.

3.11 Proposal Opening

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

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

3.12 Evaluation Criteria

CRRA will evaluate the proposals on the following:

- (a) The amount of revenue CRRA would receive;
- (b) The overall technical quality of the Proposer's proposed recyclables processing systems and proposed building modifications and upgrades;
- (c) The extent to which the processing systems proposed by the Proposer will maximize the overall efficiency of recyclables processing operations;
- (d) The extent to which the processing systems proposed by the Proposer maximize the economic benefit to CRRA from the recycling operations and commodity sales;
- (e) The likelihood that the processing systems proposed by the Proposer are environmentally sound;
- (f) The likelihood that the processing systems proposed by the Proposer will result in a secure revenue stream to CRRA;
- (g) The proven ability of the Proposer to perform the requested Services;
- (h) The financial capability of the Proposer to comply with contractual terms and performance guarantees;
- (i) The extent to which the Proposer's proposal will increase the total quantity and quality of the recycling program; and
- (j) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such proposals.

The award of the contract 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 of interests of CRRA. However, the selection of a Proposer and the execution of the non-negotiable Service Agreement, while anticipated, are not guaranteed.

3.13 Additional Evaluation Criteria

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

- (a) The Proposer's success in implementing an affirmative action plan;
- (b) The Proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive;
- (c) The Proposer's promise to develop and implement a successful affirmative action plan;
- (d) The Proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) The Proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

3.14 Contract Award

CRRA will issue to the successful Proposer a Notice of Award (See Section 13 of the RFP).

3.15 Proposal Guarantee

At the time of submission, each proposal shall contain a proposal guarantee in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS payable to CRRA. Such proposal guarantee shall provide that, if the proposal is accepted and a contract is awarded to the Proposer of such proposal, prior to the expiration or termination of said guarantee, such Proposer shall enter into the Service Agreement, submit the Bonds and comply with all the other conditions of the notice of award. (See Section 12 of this RFP for the Proposal Guarantee Form.) If the successful Proposer meets the above conditions, the proposal guarantee shall be returned to the successful Proposer. However, if the successful Proposer does not enter into the Service Agreement and comply with all the other conditions of the Notice of Award, CRRA shall retain, as liquidated damages, but not as a penalty, the full amount of the proposal guarantee.

At the option of the Proposer, the proposal guarantee may be a bank draft, cashier's check or certified check payable to "CRRA", a proposal bond secured by a guarantee of 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 which is acceptable to CRRA. Any proposal guarantee must be valid for a period of at least one hundred and twenty (120) days from the proposal submission date.

The proposal guarantees will be returned by CRRA to the Proposers within ten (10) business days after the execution of a Service Agreement by the successful Proposer and CRRA, but in no event later than one hundred and twenty (120) days after the proposal submission date.

3.16 Corporate Guaranty

At CRRA's sole discretion, CRRA may require the successful Proposer to provide a corporate guaranty for the project. (See Section 9.25 of the Agreement.)

3.17 Contractor's Certification Concerning Gifts

Pursuant to CGS § 4-252, the apparently successful Proposer must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer may not give gifts and the identifies of those to whom it may not give gifts are specified in the attachment to the Notice Of Award (Section 13 of this RFP).

3.18 Additional Rights of CRRA

In addition to the other rights in this RFP, 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 RFP with or without substitution of another RFP;
- (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 RFP; and
- (e) To request additional evidence or documentation to support the information included in any proposal.

4. PROPOSAL FORMAT AND CONTENT

Proposal submissions shall be organized as follows and contain the following documents. Each section of the Proposal shall begin on a new page.

4.1 Letter of Transmittal

The Letter of Transmittal must be signed by an officer of the Proposer authorized to commit the company to carry out the proposed Services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate. The letter should include the Proposer's promise, if any, to set aside a portion of the Service Agreement for legitimate minority business enterprises (see Section 3.13(e) of this RFP).

4.2 Table of Contents

The Proposer must provide a Table of Contents for its proposal that identifies the starting page number for each of the following sections of its proposal.

4.3 Proposal Form

The completed Proposal Form (Section 3 of this RFP) shall be included with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for notices and other communications listed in the appropriate place (Page 3-7), and the completed agreement page (Page 3-7).

4.4 Executive Summary

The Proposer must provide a summary description and explanation of the processing systems it is proposing for paper fiber and commingled containers and of the upgrades, retrofits and construction activities that would be required to install, operate and maintain these systems.

The Proposer must indicate in the Executive Summary the guaranteed, fixed, monthly, base price that Proposer will pay to CRRA (“Contractor’s Monthly Payment”).

Finally, the Proposer must indicate in the Executive Summary the amount of time, in weeks, that would be required to proceed from the beginning of construction (beginning of Task 2) to the beginning of operations (beginning of Task 3) of the new IPC.

4.5 Business Structure

The Proposer shall describe in detail its business structure and organization. The Proposer shall identify and name all principals, owners, officers, parents and directors of the Proposer, and all stockholders holding more than 10% of the stock of the Proposer. If the Proposer or any member of the Proposer’s team, including any Guarantor, is a partnership or joint venture, the Proposer shall provide full and complete information concerning the nature and structure of the partnership or joint venture, including:

- (a) Date of formation of the joint venture or partnership together with copies of joint venture or partnership agreements plus all amendments; and
- (b) A description of the obligations of the partners to CRRA, specifically addressing if 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.

The Proposer must clearly indicate the organization, ownership and financial relationships which exist or are being proposed between the Proposer and affiliated companies.

The Proposer shall also set forth information concerning any material changes in the way it conducted business, bankruptcy proceedings and mergers or acquisitions within the past

three (3) years, including comparable information for related companies and principals of companies and actual and pending litigation in which the Proposer is involved.

The Proposer must provide as an appendix to the proposal audited financial statements for the last three (3) years for both the Proposer (including any Proposer affiliate or subsidiary designated by Proposer to execute the Service Agreement, if awarded) and, if applicable, any parent company of the Proposer that is providing the proposal guaranty for this RFP (see Section 3.15 of this Instructions To Proposers and Section 12 of the RFP) or the corporate guaranty for the project (see Section 9.25 of the Agreement).

4.6 Knowledge, Capabilities and Experience

The Proposer must provide a description of its knowledge, capability and experience in performing work similar to the work addressed in this RFP, including a description of services, approximate annual costs for the services and performance history (include any failure to complete or perform on time any work and default on any contract by Proposer and the reasons for such failure or default).

4.7 References

The Proposer must provide the names of at least three references who can attest to the quality of the work performed by the Proposer. For each reference, the job title, affiliation, address and telephone number must be provided as well as a brief description of the work that was provided.

4.8 Proposed Processing System

The Proposer must provide a detailed description and explanation of the processing system proposed for recyclables. This must include both single-stream and dual-stream proposals with comparative economic and performance analysis including the following.

4.8.1 Description of Proposed Processing Systems

The Proposer must provide a detailed written narrative description of the proposed processing system for acceptable recyclables including a description of the process flow and the operation of the system. The process flow description shall detail the movement of the acceptable recyclables and shall encompass the delivery, loading and storage, material handling and recovery and residue collection system. The Proposer must provide a process flow diagram and a material balance. The Proposer must specify the guaranteed throughput capacity for the proposed processing system. The Proposer must provide conceptual drawing(s) showing the layout and process flow of the proposed processing system within the new IPC and any modifications which are proposed for the existing building that are related to the proposed processing system. The Proposer must also specify the times the proposed processing system would accept deliveries of acceptable recyclables and the times and number of shifts during which processing would occur.

The proposed processing system must be capable of processing all of the acceptable recyclables delivered into the Stratford IPC from SWEROC member municipalities (see Table 1 for information on deliveries for the last three fiscal years). The IPC is currently permitted to process up to 250 tons per day (equivalent to approximately 65,000 tons per year) of commingled containers and paper. On January 4, 2007, CRRA filed with CTDEP an application for a permit modification which would increase the permitted receiving and processing capacity to 500 tons per day (134 tons commingled containers and 366 tons of paper fibers). This is equivalent to approximately 156,000 tons per year. CRRA guarantees delivery to the successful Proposer of 44,500 tons of recyclables per year (17,100 of commingled containers and 27,400 of paper fibers).

If a Proposer is proposing a processing system with a capacity greater than 500 tons per day, such proposed increase in capacity will be subject to approval by CTDEP in a permit modification application for the facility.

4.8.2 Additional Recyclables

If the Proposer proposes to process paper and commingled container recyclables in addition to those already received at the IPC, the Proposer must specify what they are, how much would be processed, how their processing would be incorporated into the proposed processing system and the impact their processing would have on the Proposer's costs and revenues. Any such additional recyclables are subject to review and pre-approval by CRRA before any such recyclables enter the Updated IPC.

4.8.3 Facility Modifications

The Proposer shall provide a detailed description of any modifications which are proposed for the existing building at the Stratford IPC that are related to the proposed recyclables processing system and any other proposed modifications.

4.8.4 Storage of Processed Material

The proposal must include a discussion of storage of incoming recyclable materials and outbound processed products. The Proposer must describe the amount of storage required and the maximum period of time during which recyclable materials and products may be stored. The locations where recyclable materials and products would be stored must be indicated.

Currently, the Stratford IPC is permitted to store up to 500 tons of recyclable materials on the tipping floor and approximately 5,700 cubic yards (1,950 tons) of product at other locations inside the processing building. While CRRA is not proposing to change these amounts in the currently pending permit modification application, it is, at CTDEP's request, specifying the amounts and indicating where products may be stored inside the processing building.

4.8.5 Processing Equipment and Rolling Stock

The proposal must contain a complete list of each major piece of equipment and rolling stock for the processing system. The Proposer must list the name of the equipment, the manufacturer, the equipment model number and throughput capacity.

4.8.6 Schedules for System Outages for Inspection and Maintenance

The Proposer must provide schedules of processing system outages for inspection and maintenance.

4.8.7 Marketing Plan

The Proposer shall provide a proposed marketing plan and general discussion of the marketing that it will undertake to sell the products derived from processing acceptable recyclables.

4.8.8 License Agreements

The Proposer must provide a written description of any license agreements it holds for its proposed residential processing system. Specifically, Proposers must provide information as to their position if such license agreement should be terminated and the terms and conditions under which such termination could take place.

4.9 Proposed Building Modifications

The Proposer must provide a detailed written narrative description of the proposed modifications, upgrades and retrofits proposed for the IPC building and the IPC property to accommodate the proposed recyclables processing systems and to maximize the efficiency of the proposed recycling systems. The Proposer must also provide conceptual drawings showing all of the proposed modifications, upgrades and retrofits.

4.10 Quality Assurance/Quality Control Plan

The Proposer shall describe the quality assurance/quality control procedures that will be utilized during construction.

4.11 Proposed Diversion of Recyclables During Building Modifications

The Proposer must provide a detailed description and explanation of how it would manage recyclables during the construction period when the Proposer is modifying the Stratford IPC and the IPC would not be available to process recyclables. Such description must include a list of the facilities to which the paper fiber and commingled containers would be shipped. CRRA shall have the right to approve any such facilities at CRRA's sole and absolute discretion. The Proposer must provide evidence that the facilities identified are properly permitted and are willing and have the capacity to handle the materials that would have to be diverted. The Proposer must describe how it would transport the recyclables to

the facilities to which they would be diverted. Finally, the Proposer must describe how the Proposer would provide additional diversion capacity if delays in the start of operations of the new processing systems resulted in additional amounts of recyclables requiring diversion.

4.12 Project Schedule

The Proposer must provide a detailed project schedule for the overall work and financing being proposed. The schedule must identify each major work item and specify the amount of time in days, that it would take to complete the item. The schedule should show the proposed sequence and duration of all major work items. Because of uncertainty about the length of time CTDEP will require to review and issue final decisions of the solid waste permit modification applications, Proposers need not specify the dates on which specific major work items will begin or end.

In addition to providing a project schedule, the Proposer shall specify on the attached Project Schedule Form (Section 4 of this RFP) the amount of time under Proposer's schedule that would be required between the various milestones specified on the Form.

4.13 Contingency Plan

The Proposer must describe its contingency plan in the event that operation and maintenance services are disrupted at any time, for any reason during the term of the Service Agreement.

4.14 Project Pricing – Contractor's Monthly Payments

The Proposer must specify on the attached Project Pricing Form (Section 5 of this RFP) the amount of the monthly revenue floor figure that Proposer will guarantee to CRRA for Proposer's recyclables processing services ("Contractor's Monthly Payment")(See Article 3 of the Service Agreement).

In addition to the Contractor's Monthly Payment, the successful Proposer shall share equally with CRRA any revenue generated from the sale of all commodities above an established threshold price as described in **Exhibit B** and section 3.1 of the Agreement.

4.15 Potential Revenue and Participation Enhancement Measures

The Proposer should identify the provisions, if any, in any of the documents included in this RFP that their deletion or modification would result in a substantial increase in the revenues Proposer would provide to CRRA as specified in Proposer's proposal. The Proposer must clearly identify the provision, explain why its deletion or modification would enhance the revenues the Proposer would provide to CRRA, and indicate the amount of revenue enhancement CRRA would realize by implementing the deletion or modification. CRRA reserves the right to negotiate with any Proposer over any deletions or modifications identified in this section of a proposal and to modify any of the documents included in this RFP as a result of such negotiations.

CRRA is relying on the Proposers expertise within the field of recycling and recycling collection. In addition to provisions to enhance revenue, the Proposer should also identify any measures that would increase the quantity and/or quality of the recyclables entering the system. The Contractor should provide the revenue and overall cost benefit to CRRA and the SWEROC towns. The Contractor should also offer solutions and alternatives to the capital intensive procurement process involved with each alternate system especially with regards to collection (e.g., single stream).

4.16 Project Costs

The Proposer must complete the attached Project Cost Form (Section 7 of this RFP). Instructions for completing the Form and pertinent information follows.

4.16.1 Task 1 - Engineering Plans and Technical Specifications

4.16.1.1 Preliminary Activities Required to Support Permitting

The Proposer shall specify on the Project Cost Form the cost of providing cooperation and necessary plans (including an Operations and Management Plan) and engineering drawings to CRRA to support CRRA in obtaining the necessary approvals from CT DEP for the modifications to the commingled container processing system, the paper fiber processing system and the IPC building.

4.16.1.2 Develop Engineering Plans and Technical Specifications

The Proposer shall specify on the Project Cost Form the cost of developing and preparing engineering plans and design specifications that are necessary for the construction and upgrade of the proposed commingled container processing system, paper fiber processing system and facility modifications.

4.16.2 Task 2 - Construction and Upgrade of the IPC

On the Project Cost Form, the Proposer shall specify the cost for acquiring, installing, and testing the equipment and making the facility modifications for the proposed container processing system and the proposed paper fiber processing system. The Proposer shall also specify the cost of making any other modifications proposed for the facility.

4.16.3 Task 3 - Operation and Maintenance

The Proposer shall specify on the Project Cost Form the annual cost of operating and maintaining the IPC.

4.16.4 Task 4 - Diversion of Recyclables During Construction

The Proposer shall specify on the Project Cost Form the cost of diverting to and processing recyclables at other facilities while the IPC is unable to accept recyclables because of construction activities.

4.17 Financing

The Proposer shall fully describe how it intends to finance the proposed recyclables processing systems and equipment and the proposed facility modifications. The Proposer shall describe the costs of its financing plan.

4.18 Résumés

The Proposer must identify and provide résumés of key administrative and management personnel that would be involved in this project. In identifying the key personnel, the Proposer must provide a chart that specifies the position in the organization held by each.

4.19 Proposal Guarantee

Each Proposer shall submit with its proposal a bank draft, cashier's check or certified check, surety bond, or irrevocable, standby letter of credit in the amount of \$50,000.00. (See Section 3.15 of this Instructions To Proposers. Also see Section 12 of this RFP for the Proposal Bond Form.)

4.20 Security Commitment

Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the performance bonds or letters of credit required in Section 9.8 of the Service Agreement.

4.21 Corporate Guaranty (if necessary)

If required by CRRA, each Proposer shall submit with its proposal or upon request by CRRA a guaranty executed by the Guarantor and in the form set forth in **Exhibit D** of the Service Agreement.

4.22 Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety

Each Proposer shall complete and submit the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of this RFP), with the Proposer's most recent EEO-1 data attached (if applicable).

4.23 Affidavit of Third Party Fees

Each Proposer shall complete and submit the Affidavit of Third Party Fees (Section 9 of this RFP).

If the Proposer has not paid to any third party or agreed to pay to any third party any fees attributable to this RFP, the Proposer should write "None" in the first box in the table. For purposes of the Affidavit, the Proposer's subcontractors, if any, are not considered third parties. The Proposer must subscribe and swear before a Notary Public or Commissioner of the Superior Court as to the information provided in the Affidavit.

4.24 Campaign Contribution Restriction Affidavit and List of Principals

Each Proposer shall complete and submit the Campaign Contribution Restriction Affidavit (SEEC Form SC 3) (Section 10 of this RFP), subscribed and sworn by the chief executive officer of the Proposer before a Notary Public or Commissioner of the Superior Court.

In addition, each Proposer shall complete and submit the List of Principals (SEEC Form SC 3A) (Section 11 of this RFP). While the instructions to SEEC Form SC 3A indicate that the completed form is to be returned to the State Elections Enforcement Commission (SEEC), the SEEC has informed CRRA that the form should be returned by the Proposer to CRRA as part of its proposal. CRRA is responsible for providing a copy of the submitted SEEC Form SC 3A to the SEEC.

4.25 Respondent's Background Questionnaire

Each Proposer shall complete and submit the Background Questionnaire (Section 11 of this RFP).

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**SECTION 3
PROPOSAL FORM**

PROPOSAL FORM

PROJECT: Bridgeport

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

CONTRACT FOR: Design, Upgrade, Retrofit, And Operation/Maintenance Services
For The Stratford Intermediate Processing Center

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for one hundred twenty (120) 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 and deliver such executed counterparts to CRRA;
- (b) Execute the Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance; and
- (d) Deliver to CRRA all other Contract Documents attached to the Notice Of Award; and
- (e) 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, the successful Proposer shall 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 Project Pricing Form, Revenue Sharing Threshold Prices Form and Project Cost 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 any 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) 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;
- (h) Proposer is aware of the general nature of work to be performed by CRRA and others at the Site that relates to the Services for which this Proposal is submitted; and
- (i) 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 SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

- (a) All information and data included in this RFP package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the proposers;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);

- (c) Proposer is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Proposer has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Services.

7. 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.

8. 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 its Proposal or any other submittal to CRRA in connection with this RFP.

9. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

10. 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) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, other than CRRA;
- (b) The prices in the 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 with any other person or company;
- (c) 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;
- (d) 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;
- (e) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (f) 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.

11. PROPOSER'S REPRESENTATIONS CONCERNING RFB 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.

12. PROPOSER'S WAIVER OF DAMAGES

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

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-

selection and/or rejection of any or all Proposals by CRRA or any of its directors, officers, employees or authorized agents;

- (b) Any agreement entered into for the 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.

13. ATTACHMENTS

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

- (a) The completed Project Schedule Form;
- (b) The completed Project Pricing Form;
- (c) The completed Revenue Sharing Threshold Prices Form;
- (d) The completed Project Cost Form;
- (e) 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;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Proposer;
- (g) 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;
- (h) Campaign Contribution restriction Affidavit (SEEC Form SC 3), which has been completely filled out by the Proposer and signed by the chief executive officer of the Proposer before a Notary Public or Commissioner of the Superior Court, and the List of Principals (SEEC Form SC 3A), which has been completely filled out by the Proposer;
- (i) Background Questionnaire, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court; and
- (j) The completed Proposal Guarantee Form.

14. 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:	

15. 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):	

**REQUEST FOR PROPOSALS
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SECTION 4

PROJECT SCHEDULE FORM

PROJECT SCHEDULE FORM

Each Proposer must specify in the table below the amount of time under the Proposer's schedule that would be required between the various milestones specified on the Form.

ITEM	TIME (Weeks)
FROM receipt of Notice To Proceed With Task 2 Services TO Date of Achievement of Substantial Completion Of Upgraded IPC	
FROM Date of Achievement of Substantial Completion of Upgraded IPC TO Date of Achievement of Final Completion Of Upgraded IPC	

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**SECTION 5
PROJECT PRICING FORM**

PROJECT PRICING FORM

Each Proposer must specify in the table below the amount of the monthly revenue floor figure that Proposer will guarantee to CRRA for Proposer's recyclables processing services ("Contractor's Monthly Payment")(See Article 3 of the Service Agreement).

ITEM	PROPOSED AMOUNT
Guaranteed Contractor's Per Ton Monthly Payment	

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**SECTION 6
REVENUE SHARING THRESHOLD PRICES
FORM**

Revenue Sharing Threshold Prices Form

The successful Proposer will share equally with CRRA revenue generated by sales of the following commodities above the revenue sharing prices. In the table below, Proposers must specify the prices above which they will equally share with CRRA revenue generated by the sale of the listed commodities. Alternatively, Proposers may also submit a fixed price option for any or all commodities.

Commodity	Revenue Sharing Price	FIXED SHARING PRICE
ONP #6 (New York High) (represents all shipments of loose fiber)	█	█
ONP #8 (New York High)	█	█
OCC #11 (New York High)	█	█
(May be expanded for Commercial Paper grades)	█	█
Ferrous	█	█
Aluminum	█	█
Aluminum Foil	█	█
Plastic – PET	█	█
Plastic – HDPE Natural	█	█
Plastic – HDPE Pigmented	█	█
Glass – Flint or Clear	█	█
Glass – Amber or Brown	█	█
Glass – Green	█	█
Glass – Mixed	█	█
Aseptic Packaging	█	█
Description Other:	█	█
Description Other:	█	█
Description Other:	█	█
Description Other:	█	█

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**SECTION 7
PROJECT COST FORM**

PROJECT COST FORM

ITEM	PROPOSED COST
TASK 1 – Develop Engineering Plans & Technical Specifications	
Preliminary Activities Required to Support Permitting	
Develop Engineering Plans & Technical Specifications	
TASK 2 – Construct and Upgrade the IPC	
Container Processing System	
Equipment and Rolling Stock	
Facility Modifications	
Paper Processing System	
Equipment and Rolling Stock	
Facility Modifications	
Other Facility Modifications	
TASK 3 – Operate and Maintain the IPC (Annual)	
TASK 4 – Diversion of Recyclables During Construction	

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



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DECD 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 DECD 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
DECD	-	State of Connecticut Department of Economic and Community Development
MWDP	-	Minority/Women/Disabled Person

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

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**SECTION 9
AFFIDAVIT OF THIRD PARTY FEES**



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the "Agreement" 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 ¹

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
 Name (Print): _____
 Title: _____

Sworn to before me this _____ day of _____ 200 _____

 Notary Public/Commissioner of the Superior Court

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



ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES (Form A2a)

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

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

Attach additional pages as necessary.

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 10
CAMPAIGN CONTRIBUTION RESTRICTION
AFFIDAVIT (SEEC Form 3)
And
LIST OF PRINCIPALS (SEEC Form SC 3A)**

SEEC FORM SC 3 (Rev. 11/06)
CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT
 STATE OF CONNECTICUT State Elections Enforcement Commission
 FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS



BID or PROPOSAL #: 2007OP001
CONTRACT #:

STATE CONTRACTOR OR PROSPECTIVE STATE CONTRACTOR AFFIDAVIT

I am over 18 years of age and believe in and understand the obligation of an oath.

My name is _____ and I am the chief executive officer of _____
Print Name

Print Name of State Contractor or Prospective State Contractor

which is a business entity, nonprofit organization or person, *(select one)*

A: which

currently holds a state contract as defined in Conn. Gen. Stat. §9-333n(g)(1)(C), with the following agency:

Print Name of Agency

or

currently holds a prequalification certificate issued by the Commissioner of the Department of Administrative Services

OR

B: which is

seeking a state contract by submitting a bid in response to a bid solicitation to the following state agency or quasi-public agency:

Print Name of Agency

or

seeking a state contract by submitting a proposal in response to a request for proposal to the following state agency or quasi-public agency: **Connecticut Resources Recovery Authority**

Print Name of Agency

or

applying to the Commissioner of Administrative Services for a prequalification certificate.

(SELECT A or B)

I hereby certify that:

- (1) I have informed all of the individuals within my company, entity or organization listed above who are defined as a "principal of a state contractor or prospective state contractor" in Conn. Gen. Stat. §9-333n(g)(1)(F), of the contribution and solicitation ban described in Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable; and have listed each such principal in the attached pages(s) and submitted to the State Elections Enforcement Commission,
- (2) No individual who is a principal of a state contractor or prospective state contractor, as described in Conn. Gen. Stat. §9-333n(g)(1)(F), of my company, entity or organization will make or solicit a contribution in violation of Conn. Gen. State. §9-333n(g)(2)(A) and/or (B), as applicable, and (D), and
- (3) If any such contribution is made or solicited, my company, entity or organization listed above, shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited or if a contract has been awarded, the contracting agency may void the existing contract with such contractor and shall not extend or amend the contract for one year after the election for which the contribution is made or solicited.

SWORN AS TRUE AND COMPLETE SUBJECT TO THE PENALTIES OF FALSE STATEMENT.

 Signature

 Date

Sworn and subscribed before me on this _____ day of _____, 200__

 Commissioner of the Superior Court/Notary Public

Notice: Making a false statement on this form may subject you to criminal penalties, including, but not limited to, imprisonment, a fine, or both.

SEEC FORM SC 3A (Rev. 11/06)
CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT
STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Statutory Definitions

CGS §9-333n(g)(1)(C) provides:

- (C) "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 (i) the rendition of personal services, (ii) the furnishing of any material, supplies or equipment, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

CGS §9-333n(g)(1)(F) provides:

- (F) "Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of director 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 percent of the shares of any such state contractor or prospective state contractor this 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, (ii) 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, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

CGS §9-333n(g)(2)(A) provides, in relevant part:

- (A) No principal of a state contractor or prospective state contractor, 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 or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

- (B) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; . . .

CGS §9-333n(g)(2)(D) provides, in relevant part:

. . . The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable and this subparagraph, and (iii) acknowledge in writing that if any such contribution is make or solicited, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

Instructions

1. Complete affidavit and return to State Contracting Agency
2. Complete List of Principals (SEEC Form SC 3A) and return to the

State Elections Enforcement Commission
20 Trinity Street
Campaign Finance Disclosure Unit
Third Floor
Hartford, CT 06106

SEEC FORM SC 3A (Rev. 11/06)

LIST OF PRINCIPALS

STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS



LIST OF PRINCIPALS

(This page may be reproduced if more than one is required)

Contracting Agency	Contractor Name		Bid or Proposal # Contract Award #	Contractor Contact E-Mail Address
Connecticut Resources Recovery Authority			2007OP001	
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	

Principal Key*	Designation
Owner/Shareholder/LLC member	O
Director	B**
President	P
Chief Executive Officer	CEP
Treasurer	T
Exec./Senior Vice President	V
Employee	E
Spouse	S
Dependent Child	C

* See statutory definition of "Principal" and Instructions on reverse side.

** Applies primarily to a business entity and not to a non-profit entity. Please review FAQs on SEEC website: <http://www.ct.gov/seec>

SEEC FORM SC 3A (Rev. 11/06)

LIST OF PRINCIPALS

STATE OF CONNECTICUT State Elections Enforcement Commission

FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Instructions

General Instructions:

1. Enter the name of the Contracting Agency, the name of the Contractor, Bid, Proposal or Contract Award Numbers, as applicable, and the e-mail address of the person responsible for completion of the list of principals.
2. Enter the name (First Name, Middle Initial, Last Name) of each "principal" other than a child or spouse and indicate from the Designation Key the relationship of that principal to your organization.
3. Immediately below the name of any principal, indicate the information for any spouse or child (if any) associated with that principal.
4. Enter the name of any Political Action Committee which is established by or on behalf of any "principal", including the entity that is the state contractor or prospective state contractor.
5. **Note: SEEC Form SC 3A, List of Principals, must be submitted to State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.** For additional information go to the SEEC website at www.ct.gov/seec and click on State Contractor Ban, and FAQ.

Definitions of Applicable Terms

Principals of a State Contractor that is a Business Entity

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. Members of the Board of Directors
2. Individuals owning 5% or more of the business
3. President, Treasurer, Executive and Senior Vice Presidents
4. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
5. Spouses and dependent children of all of the above
6. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

A Business entity includes any corporation, partnership, cooperative, joint venture, trust, or any association of any kind that is engaged in the operation of a business or profit making activity. See Section 9-333a(7), General Statutes.

Principals of a State Contractor that is not a Business Entity (Note: This would include a Non Profit Organization or a sole proprietorship or professional service corporation owned by a single individual.)

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. The chief executive officer
2. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
3. Spouses and dependent children of all of the above
4. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

Category of Principal	Designation
Owner/Shareholder/LLC member	O
Director	B**
President	P
Chief Executive Officer	CEP
Treasurer	T
Exec./Senior Vice President	V
*Employee	E
Spouse of Principal	S
**Dependent Children of Principal	C

**"Employees that have managerial or discretionary responsibilities" generally refers to higher level personnel who have participate substantially (or would be responsible to do so) in the negotiation of the state contract.

****Dependent Child** – Under the Internal Revenue Service (IRS) Code, a qualifying child fro whom a dependency exemption has been claimed by a principal on the last federal income tax form filed with the IRS

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**SECTION 11
BACKGROUND QUESTIONNAIRE**



BIDDER'S/PROPOSER'S BACKGROUND QUESTIONNAIRE

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

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

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

Signature: _____
 Name (print/type): _____
 Title: _____
 State Of: _____
 County Of: _____

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

Sworn to before me this _____ day of _____ 200__

 Notary Public/Commissioner of the Superior Court

**REQUEST FOR PROPOSALS
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**SECTION 12
PROPOSAL GUARANTEE FORM**

BID/PROPOSAL BOND

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

BIDDER/PROPOSER (Name and Address):

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

--	--

OWNER (Name and Address):

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

BID/PROPOSAL

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

BOND

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

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

BIDDER/PROPOSER

SURETY

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SECTION 13
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT(S): Bridgeport Project

CONTRACT NUMBER: _____

CONTRACT FOR: Design, Upgrade, Retrofit, and Operation/Maintenance Services for the Stratford Intermediate Processing Center

The Connecticut Resources Recovery Authority ("CRRA") has considered the Proposal submitted by you dated _____, 2007 in response to CRRA's Notice To Firms – Request For Proposals for the above-referenced Services, which Services are more particularly described in the Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center (the "Services").

You are hereby notified that your Proposal has been accepted for performing the Services from time to time as the same may be requested by CRRA.

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA;
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA all other Contract Documents attached to the Notice Of Award;
and
- (e) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (c) above, CRRA will be entitled to

consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this _____ day of _____, 2007.

Connecticut Resources Recovery Authority

By: _____

Title: Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2007.

By: _____ (Signature)
_____ (Typed/Printed Name)

Title: _____
Duly Authorized

Cc: File: CRRA Outgoing Chrono

Attach: Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center (2 copies)
Contractor's Certification Concerning Gifts



**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE STRATFORD INTERMEDIATE
PROCESSING CENTER**

(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 Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between July 1, 2006 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 Bids/Proposals for the Agreement

Floyd Gent, Director of Operations
Thomas Gaffey, Enforcement/Recycling Director
Jeffrey Duvall, Senior Operations Analyst
Ronald Gingerich, Environmental Compliance Manager

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.

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

SECTION 14

**AGREEMENT FOR DESIGN, UPGRADE,
RETROFIT, AND OPERATION/MAINTENANCE
SERVICES FOR THE STRATFORD
INTERMEDIATE PROCESSING CENTER**

**AGREEMENT
FOR
DESIGN, UPGRADE, RETROFIT,
AND OPERATION/MAINTENANCE SERVICES
FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

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**AGREEMENT
FOR
DESIGN, UPGRADE, RETROFIT,
AND OPERATION/MAINTENANCE SERVICES
FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

This **AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND OPERATION/MAINTENANCE SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER** (this "Agreement") dated as of the ___ day of _____, 2008, (The" Commencement Date") by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("CRRA") and [Name of Contractor], a [Type of Entity], having a principal place of business at [Address of Contractor] (the "Contractor").

PRELIMINARY STATEMENT

CRRA is the owner or lessee of certain pieces or parcels of real property (collectively, the "CRRA Properties") located throughout the State of Connecticut upon which CRRA Properties CRRA owns and operates certain solid waste management and/or disposal facilities constituting a solid waste management system known as the Bridgeport Project. CRRA owns and operates a certain processing facility located at 1410 Honeyspot Extension Road in Stratford, Connecticut (the "Existing IPC"). CRRA now desires to enter into this Agreement with Contractor in order to have Contractor provide after the Commencement Date the following services to upgrade the Existing IPC located at 1410 Honeyspot Road Extension, Stratford, Connecticut (the "Upgraded IPC"), as set forth herein:

- (a) Develop the following:
 - (1) Engineering plans and technical specifications to replace and upgrade both the paper and the commingled container processing operations, and to modify and upgrade the Current IPC;
 - (2) Operation and maintenance plan(s) to provide for the efficient and consistent operation of the Upgraded IPC system ("O&M Plan(s)") [(a)(1) and (a)(2) hereinafter known as "**Task 1**";
- (b) Utilizing Contractor's design plans from **Task 1**, provide all the required labor, materials, equipment, and supervisory work necessary to construct and achieve the replacement, upgrade and modification of the Current IPC as designed by the Contractor in **Task 1** [hereinafter known as "**Task 2**";

- (c) Provide the operation and maintenance services (the “O&M Services”) of CRRA’s Upgraded IPC from the day the Contractor achieves Substantial Completion of the Upgraded IPC in accordance with Section 10.2 herein through June 30, 2018 or until this Agreement terminates [hereinafter known as “**Task 3**”]; and
- (d) Provide all services and cover all costs involved for the diversion [transporting and properly disposing] of all Acceptable Recyclables that cannot be accepted and processed at the Updated IPC during the construction period of **Task 2** because of the construction activities [hereinafter known as “**Task 4**”],

all as more completely set forth in Exhibit A hereto.

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

ARTICLE 1: DEFINITIONS AND REPRESENTATIONS

1.1 Definitions

“**Acceptable Recyclables**” shall mean the following types of Solid Waste generated by and collected from residential, commercial, institutional and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all Applicable Laws for processing by and disposal at the Current IPC/Upgraded IPC: (i) all acceptable materials listed in the Bridgeport Project Permitting, Disposal and Billing Procedures as in effect from time to time (see Section 2.17 herein); and (ii) any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables. At CRRA’s sole discretion, CRRA shall be entitled to expand this definition of acceptable recyclables by adding additional recyclables throughout the term of this Agreement. Subject to CRRA’s sole and absolute discretion, but subject to the reasonable compensation provisions of Section 2.8 herein, CRRA will consider any Contractor’s proposed expansion(s) of this definition of acceptable recyclables by adding additional recyclables throughout the term of this Agreement. Contractor shall not be entitled under this Agreement to process any acceptable recyclables from any entity or governmental entity without the prior written approval of CRRA.

“**Acceptance Testing**” shall mean the testing performed by the Contractor in accordance with the protocol detailed in Section 10.1 herein to demonstrate compliance with the Acceptance Test Protocol.

“**Act of Bankruptcy**” means that (a) Contractor or Guarantor 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 or Guarantor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor or Guarantor shall have made a general assignment for the benefit of creditors, (d)

Contractor or Guarantor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor or Guarantor 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 or Guarantor shall have been entered in an involuntary case, without the application, approval or consent of Contractor or Guarantor respectively, by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or Guarantor 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 or Guarantor shall have filed a voluntary petition in bankruptcy, (h) Contractor or Guarantor 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 or Guarantor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301.

“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 Design, Upgrade, Retrofit, And Operation/ Maintenance Services For The Stratford Intermediate Processing Center between CRRA and Contractor, together with **Exhibits A-K** (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto, and the RFP and its Addendums that created this Agreement. If there are any conflicts between the terms of this Agreement and the RFP or Addendums, the terms of the Agreement shall govern.

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

“Bonds” shall have the meaning set forth in **Section 9.8** herein.

“Change In Law” shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Commencement Date of this Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) the Contractor’s performance under this Agreement, provided however, that any requirement of any Permit related to Contractor’s performance under this Agreement which is based on existing law, ordinance, code, or regulation, rule, order, interpretation, or ruling by any federal, state, or local court, administrative agency or governmental body as of the

Commencement Date of this Agreement shall not be a Change In Law; or (ii) CRRA's performance of its obligations under this Agreement.

"Certificate Of Substantial Completion Of Updated IPC" shall mean the certified determination by Contractor that the **Task 1** and **Task 2** Services provided by Contractor for the construction of the Updated IPC are substantially complete in accordance with **Section 10.2** of this Agreement.

"Certificate Of Final Completion Of Updated IPC" shall mean the certified determination by Contractor that the **Task 1** and **Task 2** Services provided by Contractor for the construction of the Updated IPC are fully complete in accordance with **Section 10.3** of this Agreement.

"Commencement Date" shall mean the date Contractor begins performing Services under this Agreement, which shall be the date first written above, or such later date as provided by CRRA.

"CTDEP" shall mean the State of Connecticut's Department of Environmental Protection.

"Container" shall mean glass, metal, and plastic commingled containers.

"Day" shall mean, unless otherwise specifically designated therein, a calendar day and not a business day.

"Event of Default" shall mean any one or more of those events described in **Article 7** hereof or identified as an Event of Default elsewhere in this Agreement.

"Current IPC" shall mean the CRRA's Stratford Intermediate Processing Center's recyclables system but does not include the CRRA administrative offices, CRRA Visitor's Center and Museum, and the CRRA parking lot located at 1410 Honeyspot Road Extension, Stratford, Connecticut.

"Force Majeure" shall mean any of the following acts or events which (1) demonstrably causes (i) a delay in or prevents Contractor's performance in any way under the Agreement, or (ii) a delay in or prevention of CRRA's or Contractor's performance of any of their respective obligations hereunder; (2) is beyond the reasonable control of Contractor; and (3) continues notwithstanding Contractor's reasonable efforts to correct or eliminate such act or event thereof and Contractor's best efforts to minimize the cost consequences of such act or event:

- (a) Any destruction of or damage to, or any interruption, suspension, or interference with Contractor's performance under this Agreement caused by (i) acts of God, landslides, lightning, earthquakes, fires, explosions, floods, 100 year storms or similar occurrences, or (ii) acts of the public enemy, wars, blockades, insurrections, riots, restraints of governments and people, civil disturbances or similar occurrences;

- (b) Strikes, work stoppage, secondary boycotts or walkouts, provided that a strike, work stoppage, secondary boycott or walkout by the employees of the Contractor or employees of the Affiliates of the Contractor, shall not be an event of Force Majeure; or
- (c) The suspension, termination, interruption, denial, or failure of renewal of any Permit, license, consent, authorization, or approval essential to Contractor's performance under this Agreement, if not the result of the fault of Contractor.

"Guarantor" shall mean _____ or such entity approved by CRRA.

"Guaranty" shall mean a guaranty by Guarantor substantially in the form of **Exhibit D** hereto and which has been approved by CRRA

"Hazardous Waste" shall mean 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.

"Limited Notice To Proceed With Task 2 Services" shall mean the written notification that CRRA gives to Contractor that states that Contractor is authorized to and may begin ordering major pieces of equipment and materials necessary to construct the Updated IPC; however any foregoing purchase of equipment and/or materials must be pre-approved in writing by CRRA.

"Updated IPC" shall mean the upgraded and retrofitted Current IPC that is to be or has been achieved by Contractor in its performance under this Agreement, including the CRRA Visitor's Center and Museum, and the CRRA parking lot located at 1410 Honeyspot Road Extension, Stratford, Connecticut.

"Updated IPC Recyclables System Equipment" shall mean the new equipment and materials acquired by Contractor to perform the Services under this Agreement.

"Notice To Proceed With Task 1 Services" shall mean the written notification that CRRA gives to Contractor that states that Contractor is authorized to and may begin performing all, or a specified portion, of the **Task 1** Services under this Agreement.

"Notice To Proceed With Task 2 Services" shall mean the written notification that CRRA gives to Contractor that states that Contractor is authorized to and may begin performing all of the **Task 2** Services under this Agreement.

"Operating Year" shall mean each successive, twelve month period during the term of this Agreement beginning July 1st and ending on June 30th, except that the first Operating Year shall begin on the Commencement Date and end on June 30, 2009, and except if the final year of this Agreement terminates on a day other than June 30th of the termination year. Where this Agreement specifies amounts or quantities with respect to an Operating

Year, the amounts or quantities shall be prorated for any Operating Year which is less than a twelve-month period.

“Paper” shall mean old newspapers, old corrugated cardboard, old magazines, and any other paper items or materials that CRRA shall deem appropriate.

“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 services agreement or made special arrangements with CRRA for the processing and disposal of MSW and/or Acceptable Recyclables at the waste facilities selected by CRRA.

“Performance Guarantees” shall mean the performance standards of the Updated IPC system as detailed in **Exhibit E** guaranteed to be achieved and maintained throughout the term of this Agreement by Contractor under this Agreement.

“Permits” means all permits, consents, licenses, approvals or authorizations, including Certificate of Occupancy documents, issued by any governmental body having jurisdiction over the waste facilities owned or operated by CRRA, or covering **Task 1** through **Task 4** or the Services, but does not include any permits, consents, licenses, approvals or authorizations internal to Contractor or its affiliates.

“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 CRRA’s Bridgeport Procedures attached hereto as **Exhibit K** and detailed in **Section 2.17** of this Agreement.

“Project” shall mean the facilities constituting the Bridgeport Project.

“Properties” shall mean any real property on which Contractor performs Services under this Agreement.

“Punch List” shall mean the list prepared (and periodically revised) by CRRA of minor items of the **Task 1** and **Task 2** Services which remain to be performed by Contractor to achieve Final Completion of the Updated IPC, but which items do not affect Contractor’s ability to operate the Updated IPC safely, reliably and in accordance with Applicable Laws, applicable Permits, and this Agreement.

“Residue” shall mean all Solid Waste remaining after the handling and processing of the Acceptable Recyclables.

“Services” shall mean the services that constitute **Task 1**, **Task 2**, **Task 3**, and **Task 4**, and are more particularly described in **Section 2.1** herein.

“Solid Waste” shall mean this term as defined in the Procedures.

“**Spot Tons**” shall mean Acceptable Recyclables generated by commercial entities that are not collected or under the control of any town, city, borough or other political subdivision of and within the State of Connecticut.

“**Task**” means any one of the following tasks detailed in Exhibit A: **Task 1, Task 2, Task 3, and Task 4.**

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

“**Unacceptable Recyclables**” shall mean (i) Unacceptable Waste; (ii) 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 this Agreement; and (iii) any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

“**Unacceptable Waste**” shall mean (i) explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, liquid waste (other than liquid Solid Waste derived from food or food by-products), and Hazardous Waste and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. seq., 42 U.S.C. §6901 et. seq.), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law; (ii) any item of waste that is either smoldering or on fire; (iii) waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil; (iv) any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the waste facilities selected by CRRA(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 Laws; (v) any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for MSW or Non-Processible Waste as set forth herein; and (vi) any other waste deemed by CRRA in its sole discretion for any reason to be Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the waste facilities selected by CRRA.

1.2 Construction

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;

- (b) Unless specifically provided otherwise in this Agreement, whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms, not otherwise defined herein, have the meanings assigned to them in accordance with “generally accepted accounting principles”, and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted as of the Commencement Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party's employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time;
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement; and
- (i) The parties stipulate that all liquidated damages required under this Agreement are reasonable and have been agreed upon and intended by the parties because the damages expected are uncertain and difficult to prove in those instances of this Agreement where liquidated damages are specified.

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 [company] duly organized and validly existing in good standing in the jurisdiction of its formation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor,

all as required by the charter or other formation document, by-laws and Applicable Laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (b) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor will obtain all required Permits [exclusive of CTDEP permits that are required to be obtained for the performance of this Agreement], approvals, and registrations necessary to perform its obligations hereunder.
- (c) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.
- (d) Contractor 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.

- (e) Although CRRA is responsible for obtaining all CTDEP permits required under this Agreement, the Contractor must procure and maintain all other Permits necessary for Contractor to perform its obligations under the terms of this Agreement.

1.3.2 Covenants and Representations of CRRA

CRRA represents, warrants and covenants to Contractor that:

- (a) At the time of the execution of this Agreement, CRRA has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut 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 enabling legislation, 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, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, 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.

ARTICLE 2: SCOPE OF SERVICES

2.1 Design, Upgrade, Retrofit, and Operation/ Maintenance Services for the Current IPC/Updated IPC

Contractor shall perform and complete the services set forth on Exhibit A attached hereto (hereinafter collectively referred to as the "Services") in accordance with the terms of this Agreement.

2.2 Labor, Materials and Restoration

Contractor shall, at its sole cost and expense:

- (a) Furnish all labor, materials, supplies, tools, equipment, parts, facilities and any other property in order to perform the Services hereunder; and
- (b) Restore any portion of the Properties or the improvements thereon disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

2.3 Performance of Services

Contractor shall perform and complete all Services hereunder in accordance with:

- (a) The terms and conditions of this Agreement, including all exhibits and attachments thereto;
- (b) The highest industry standards applicable to Contractor and its performance of the Services hereunder;
- (c) All Applicable Laws including, but not limited to, any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the Properties, waste facilities or Services; and
- (d) The Bridgeport Permitting, Disposal and Billing Procedures as in effect from time to time (hereinafter collectively referred to as the "Standards").

Contractor shall make all reasonable efforts to incorporate the comments, guidance, and directions provided by CRRA regarding Contractor's performance of the Services. Contractor shall perform all Services in a manner that will maximize the economic benefit of the CRRA facilities, and the services rendered by CRRA for and on behalf of the Participating Municipalities and other third party customers of the Project.

2.4 CRRA Input on Contractor's Services

For all written submissions required to be given to CRRA by Contractor for CRRA's review under this Agreement, Contractor shall submit to CRRA for CRRA's review and comment three (3) copies and one (1) reproducible copy of said written submissions. CRRA shall have the right to review and provide the Contractor with comments on the foregoing written submissions but CRRA's foregoing comments shall not be binding or mandatory on Contractor. However, Contractor shall give good faith consideration to CRRA's foregoing comments and make all reasonable efforts to accommodate CRRA's foregoing comments. Contractor acknowledges that federal, state, and/or municipal entities, including, but not limited to, the CTDEP and the City of Hartford, may require certain Permits or administrative approvals to upgrade and retrofit the Updated IPC. The foregoing federal, state, and/or municipal Permits or administrative approvals may require said governmental entities to review and revise the Contractor's foregoing written submissions. In such cases, Contractor acknowledges and agrees that any such mandatory governmental comments and changes to the foregoing written submissions shall be adhered to by Contractor and incorporated into Contractor's foregoing written submissions and/or performance under this Agreement and be paid for at Contractor's expense.

Any review by CRRA of Contractor's foregoing written submissions and/or Services under this **Section 2.4** shall in no way be deemed to be an endorsement by CRRA of the Contractor's foregoing written submissions and/or Services. The review of the Contractor's written submissions and/or Services by CRRA under this **Section 2.4** shall not act as a waiver of liability, relieve Contractor of any of its obligations under this Agreement, or in any way affect the validity or scope of Contractor's warranties or guarantees under this Agreement.

2.5 CRRA's Inspection Rights

CRRA shall have the right at all times, with or without notice to Contractor, to inspect and observe Contractor's performance of any Services hereunder.

2.6 Access

From the Commencement Date until the Contractor receives from CRRA the Notice To Proceed With Task 2 Services, CRRA hereby grants to Contractor access to only those areas of the Properties and the Current IPC necessary for Contractor to perform the **Task 1** Services hereunder, provided that:

- (a) Contractor shall not interfere with any other activity or operations being conducted on the Properties or at the Current IPC by CRRA, CRRA's existing operator of the Current IPC, or any other person or entity; and
- (b) Contractor is in compliance with all of the terms and conditions of this Agreement.

From the day the Contractor receives from CRRA the Notice To Proceed With Task 2 Services until the termination of this Agreement, CRRA hereby grants to Contractor full access to the

Properties and the Updated IPC necessary for Contractor to perform the **Task 2, Task 3, and Task 4** Services hereunder, provided that:

- (a) Contractor shall not interfere with any activity or operations being conducted on the Properties or at the Update IPC by CRRA or CRRA's agents, including but limited to, CRRA's or CRRA's agents enforcement and inspection responsibilities at the Update IPC; and
- (b) Contractor is in compliance with all of the terms and conditions of this Agreement. CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with the foregoing conditions of access.

2.7 Contractor Cooperation

Contractor shall perform all Services in cooperation with CRRA or its agents who may be responsible for the operation of the Current IPC. 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. Except as required by Applicable Laws, under no circumstances shall Contractor speak to or otherwise communicate with the press related to CRRA issues under this Agreement. In regard to all issues under this Agreement, Contractor shall direct all inquiries from the press to CRRA.

2.8 Change in Scope of Services or Acceptable Recyclables

During the term of this Agreement, CRRA reserves the right to determine whether revisions, modifications or changes to the Scope of Services as set forth in **Section 2.1** above, are necessary. In such event, and pursuant to CRRA's request, the Contractor shall promptly commence and perform the work required to accommodate such revisions, modifications or changes, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contractor's Per Ton Monthly Payment is required, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s). If Contractor and CRRA cannot mutually agree on the amount of any such foregoing adjustment, the parties agree to submit the dispute regarding the amount of such adjustment to binding arbitration under the auspices of the American Arbitration Association or such other mediation services as the parties agree upon, and the arbitration process shall determine the final adjustment(s) that shall be binding upon CRRA and the Contractor. During any such arbitration process, Contractor shall proceed with the work required to complete the revisions, modifications, or changes, requested by CRRA to the Scope of Services.

2.9 CRRA Processing Equipment

Under the Lease Agreement with the current operator, the operator has the right to purchase all of the processing equipment in the Current IPC. If the operator does not exercise its option to

purchase this equipment, the Contractor will have to remove the processing equipment per the following terms:

[To be included in Agreement only if Contractor must remove processing system equipment of the Existing IPC]

As part of the books and accounts of the costs incurred by the Contractor, a separate reconciliation of the total costs and sales proceeds associated with the disposition of the processing system equipment of the Existing IPC shall be prepared by Contractor and provided to CRRA. Contractor must dismantle the processing system equipment of the Existing IPC and sell as much as possible of said processing system equipment of the Existing IPC in bona fide, arms' length transactions so as to maximize the net proceeds there from, and dispose of the remaining foregoing processing system equipment of the Existing IPC as cheaply as commercially possible in accordance with all Applicable Laws. Any net gain from the sale of the processing system equipment of the Existing IPC as a whole after the dismantling, transportation, and disposal costs of the non-marketable processing system equipment of the Existing IPC are considered, shall be credited to CRRA under the terms of this Agreement. Contractor must itemize, verify, and certify in writing the breakdown of all costs and revenues in connection with the foregoing dismantling, transportation, and disposition of the processing system equipment of the Existing IPC through written invoices and other similar written documentation provided to CRRA. If there is no foregoing net gain from the sale and disposal of the processing system equipment of the Existing IPC, then Contractor shall absorb any such net loss in its performance of the Services and not charge CRRA for any such costs/net loss.

2.10 Progress Reporting and Meetings

Throughout the term of this Agreement, Contractor shall prepare and submit to CRRA by the tenth (10th) day of each calendar month a written report, including an updated project schedule if applicable, that describes the percentages of the Services that have been completed up to and including the last day of the immediately preceding calendar month, the Services planned to be performed in the upcoming calendar month, and any potential interferences such Services may have on CRRA'S operations. Within seven (7) days of the delivery of such written report, representatives of CRRA and Contractor shall meet to review progress made to date and resolve any potential problems foreseen by Contractor or CRRA. Either party shall have the right to require the presence of particular persons affiliated with the other (including, without limitation, subcontractors, equipment vendors and designers) to participate in one or more of such meetings, provided that such participation does not unreasonably increase the cost to or time of performance of either party in performing this Agreement. In addition to the foregoing reporting responsibilities, Contractor shall also simultaneously file with the foregoing report the following three specific task reports:

- (a) **Task 2 Construction Report** – throughout the duration of Contractor's performance of **Task 2** Services, Contractor shall provide a report that shall

explicitly detail on a monthly basis the status of the construction plans and actual construction Services achieved;

- (b) **Task 3 Monthly Operation and Maintenance Report** – throughout the duration of Contractor’s performance of **Task 3 Services**, Contractor shall provide a report that shall explicitly detail on a monthly basis the prior month’s operation and maintenance figures, including but not limited to, the tons of Acceptable Recyclables received at the Current IPC/Updated IPC, revenues received from the Paper, and any other related financial information [For informational purposes only, see **Exhibit J** for sample form of Task 3 Monthly Operation and Maintenance Report];
- (c) **Task 3 Quarterly Reconciliation Operation and Maintenance Report** – throughout the duration of Contractor’s performance of **Task 3 Services**, Contractor shall provide a report on a quarterly basis that shall explicitly detail a comparison of the monthly operation and maintenance figures provided to CRRA by Contractor in its Task 3 Monthly Operation and Maintenance Reports and the monthly Acceptable Recyclables tonnage figures generated by the CRRA scales. At its discretion, CRRA shall draft and produce the forms for all reports required under this **Section 2.10**. At CRRA’s discretion, CRRA may revise and change the reporting responsibilities of Contractor under this **Section 2.10**.

2.11 CRRA Guaranteed Minimum Commitment of Recyclables

The current daily capacity of Acceptable Recyclables for the Current IPC is as follows:

- (a) ONE HUNDRED THRITY FOUR (134) tons of Containers; and
- (b) THREE HUNDRED SIXTY SIX (366) tons of Paper.

Through an Inter-Community Agreement (the “Inter-Community Agreement”), nineteen (19) Connecticut municipalities (the “Participating Municipalities”) created the Southwest Connecticut Regional Recycling Operating Committee (“SWEROC”). The Inter-Community Agreement obligates the Participating Municipalities to bring all residential actable recyclables generated within the legal boundaries of said municipalities to the Current IPC. Subsequently SWEROC and CRRA signed a 1990 Agreement (the “1990 Agreement”) that explicitly confers administrative and contract enforcement responsibilities to CRRA on behalf of SWEROC. The 1990 Agreement gives CRRA the right to establish a contract(s) with the Contractor to operate the Current IPC/Updated IPC and is scheduled to expire on June 30, 2018. CRRA shall have the sole responsibility to enforce all provisions of the 1990 Agreement against the Participating Municipalities, and CRRA shall exercise the foregoing enforcement powers against the Participating Municipalities at CRRA’s sole and absolute discretion. For each Operating Year after the issuance of the Notice To Proceed With Task 2 Services, CRRA shall guarantee to the Contractor the following minimum annual commitments of Acceptable Recyclables to the Current IPC/Updated IPC and/or the Transfer Stations:

- (a) SEVENTEEN THOUSAND ONE HUNDRED (17,100) tons of Containers; and
- (b) TWENTY SEVEN THOUSAND FOUR HUNDRED (27,400) tons of Paper (in each such case the "Minimum Commitment").

The Minimum Commitment shall be delivered to the Contractor by CRRA, the Participating Municipalities, or the agents of CRRA and/or the Participating Municipalities. If CRRA shall fall short in any Operating Year under this Agreement its Minimum Commitment to the Contractor, then CRRA shall credit Contractor for Contractor's unrealized sales minus costs.

2.12 Contractor Obligation to Process Acceptable Recyclables

Upon Contractor's receipt of the Notice To Proceed With Task 2 Services, Contractor shall process all Acceptable Recyclables provided to the Contractor by CRRA under this Agreement at the Current IPC/Updated IPC, including but not limited to CRRA's Minimum Commitment, pursuant to the Bridgeport Project Permitting, Disposal And Billing Procedures as in effect from time to time.

2.13 Updated IPC Recyclables System

Contractor is required to prepare engineering plans and technical specifications for the upgrade and retrofit of the Current IPC recyclables system. Contractor's foregoing plans and specifications will provide detailed plans for a Updated IPC recyclables system that contains new equipment and related new materials that are necessary to construct the Updated IPC recyclables system (the "Updated IPC Recyclables System Equipment"). In addition, Contractor will have to purchase additional equipment and materials to complete the Services under this Agreement ("Updated IPC Recyclables System Equipment"). Throughout the term of this Agreement, the Updated IPC Recyclables System Equipment shall be owned, insured, operated, and maintained by the Contractor. Contractor shall maintain the Updated IPC Recyclables System Equipment in accordance with the standards and requirements of Exhibit A and this Agreement. Contractor agrees to supply all additional equipment, including replacement equipment, that may be necessary at any time to perform the Services required hereunder in accordance with the Standards provided in this Agreement. At the end of the term of this Agreement or at the earlier termination of this Agreement by CRRA, CRRA shall have the option, at CRRA's sole and absolute discretion, to purchase the Updated IPC Recyclables System Equipment, free and clear of all liens and encumbrances, from the Contractor for One (\$1.00) DOLLAR and NO/100. If CRRA decides not to exercise its foregoing option, the Contractor shall remove the Updated IPC Recyclables System Equipment from the IPC site within thirty days after CRRA notifies the Contractor in writing of its decision not to exercise its foregoing purchase option, and Contractor shall leave the Updated IPC in a commercially reasonable condition.

2.14 Schedule for and Completion of Services

Contractor shall begin performing the below Services as follows:

- (a) **Task 1 Services** – upon CRRA issuing to Contractor a Notice To Proceed With Task 1 Services
- (b) **Task 2 Services** – upon CRRA issuing to Contractor a Notice To Proceed With Task 2 Services. An important consideration for CRRA prior to issuing a Notice To Proceed With Task 2 Services is the status of the Permit process for the Updated IPC with federal, state, and local governmental entities. However, upon CRRA’s issuance and Contractor’s receipt of the Limited Notice To Proceed With Task 2 Services, Contractor shall be authorized to begin purchasing major pieces of equipment and materials necessary to construct the Updated IPC after Contractor obtains advance written pre-authorization from CRRA for each major piece of equipment and materials. CRRA’s foregoing written pre-authorization to purchase will be deemed authorized by CRRA if CRRA does not respond in writing, e-mail, or facsimile to Contractor within ten days of CRRA receiving from Contractor a written request to purchase any major piece of equipment and/or materials. If Contractor is reasonably financially harmed as a result of its foregoing authorized purchase(s) of major equipment and/or materials caused by changes ordered by CTDEP and/or a delay(s) in CRRA obtaining, or not obtaining, the requisite CTDEP permits as detailed in **Section 4.4** herein, CRRA shall reimburse Contractor for its reasonable financial harm.
- (c) **Task 3 Services** – upon Contractor achieving Substantial Completion Of Updated IPC in accordance with **Section 10.2** herein.
- (d) **Task 4 Services** – upon CRRA issuing to Contractor a Notice To Proceed With Task 2 Services.

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder.

The following milestone schedule provides a breakdown of the schedule for Contractor’s performance of the Services:

MILESTONE	TIME (Weeks)
FROM receipt of Notice To Proceed With Task 2 Services TO Date of Achievement of Substantial Completion Of Updated IPC	
FROM Date of Achievement of Substantial Completion of Updated IPC TO Date of Achievement of Final Completion Of Updated IPC	

Contractor guarantees that each above Milestone shall be achieved on or before the corresponding Milestone Date and Contractor agrees to rebate CRRA if the foregoing Milestone Date is not achieved through no substantial fault of CRRA. See **Sections 10.2.4** and **10.3.4** of this Agreement.

2.15 Conditions of Current IPC Property

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

2.16 Maintenance and Security of Current IPC /Updated IPC Real Property

From the day of its receipt of the Notice To Proceed With Task 2 Services from CRRA, Contractor shall be legally and financially responsible for all maintenance costs and all costs associated with security and protection of the Current IPC/Updated IPC real property, equipment, and buildings throughout the term of this Agreement. Contractor shall be legally responsible to protect and secure all of its equipment and CRRA Equipment, if any, used in its performance of the Services under this Agreement. Contractor shall provide the level of security, including but not limited to twenty-four hour security personnel, Contractor deems necessary to secure the Current IPC/Updated IPC real property during Contractor's performance under this Agreement.

2.17 Bridgeport Procedures

Throughout its performance of the Services under this Agreement, Contractor must conform to all the terms and conditions of the Procedures as amended from time to time by CRRA at CRRA's sole discretion. For a copy of the current Procedures, see **Exhibit K** attached hereto

and made a part hereof. In addition, Contractor agrees to design and construct the Updated IPC so the Updated IPC accommodates and conforms to the terms of the these Procedures

ARTICLE 3: CONTRACTOR'S COMPENSATION

3.1 Contractor's Compensation

Contractor acknowledges that the acceptance, processing, and marketing of the Acceptable Recyclables, including but not limited to Containers and Paper from the Bridgeport Project under this Agreement, will generate substantial revenue for the Contractor. Effective upon Contractor's receipt from CRRA of the Notice To Proceed With Task 2 Services, Contractor agrees to provide CRRA with a monthly per ton payment for all the Acceptable Recyclables delivered by CRRA to Contractor under this Agreement as detailed in **Exhibit B** ("Contractor's Per Ton Monthly Payment"). The Contractor's Per Ton Monthly Payment shall compensate CRRA for the revenue generated from the acceptance, processing, and marketing of the Acceptable Recyclables to Contractor less Contractor's expenses to perform the Services under this Agreement. Contractor acknowledges and anticipates that its anticipated receipts resulting from its performance of this Agreement will cover all of its expenses and costs of performing under this Agreement, including the Contractor's Per Ton Monthly Payment. In addition to paying the foregoing Contractor's Per Ton Monthly Payment, Contractor must share equally with CRRA any revenues generated from Contractor's sale of Acceptable Recyclables that exceed the per ton figures detailed in **Exhibit B** for each ton of Acceptable Recyclables sold above the per ton figures detailed in **Exhibit B** (the "Contractor's Revenue Sharing Payment"). Contractor is entitled to and shall retain all commodity sales revenues, a portion of which will be utilized to pay CRRA the Contractor's Per Ton Monthly Payment and the Contractor's Revenue Sharing Payment. Contractor acknowledges and agrees that it is responsible for all its costs and expenses for providing all Services under this Agreement, including but not limited to, any and all costs for labor, materials, design costs, insurance, rolling stock, equipment, and the operation and maintenance of all rolling stock and equipment..

The Contractor's Per Ton Monthly Payment and Contractor's Revenue Sharing Payment are due no later than the first calendar day of each calendar month of each Operating Year. If CRRA receives the Contractor's Per Ton Monthly Payment and/or the Contractor's Revenue Sharing Payment after the first day of any calendar month, CRRA shall impose, and Contractor shall be responsible for, a five (5%) percent late payment charge for the late Contractor's Per Ton Monthly Payment and/or the late Contractor's Revenue Sharing Payment. If CRRA does not receive a Contractor's Per Ton Monthly Payment and/or a Contractor's Revenue Sharing Payment by the twentieth (20) days of any calendar month in any Operating Year, such conduct shall constitute an Event of Default which shall give CRRA an immediate right to terminate this agreement without the right to cure under **Section 7.3** hereunder.

3.2 Payment Schedule

On the day Contractor receives from CRRA the Notice To Proceed With Task 2 Services, Contractor shall immediately be liable for the duration of the term of this Agreement to pay

CRRA the Contractor's Per Ton Monthly Payment on the first day of each month or partial month.

3.3 Weighing Of Vehicles

In its performance of Services under this Agreement, Contractor shall use only the CRRA scales located at the Current IPC/Updated IPC for all inbound and outbound weighing of Acceptable Recyclables.

3.4 Accounting Obligations

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement in accordance with generally accepted accounting principles and practices. During Contractor's normal business hours for the duration of this Agreement, CRRA shall have access to such books and accounts to verify such costs incurred. CRRA shall also have the right to audit the Contractor's books and accounts with respect to Contractor's performance under this Agreement. Contractor shall maintain the foregoing books and records for six years after the last day that Contractor completes its performance of the Services under this Agreement. The language in this **Section 3.4** shall survive the expiration or termination of this Agreement for six years after such expiration or termination.

ARTICLE 4: TERM OF AGREEMENT

4.1 Initial Term

The term of this Agreement shall commence on the Commencement Date and shall operate as follows:

- (a) For **Task 1, Task 2, and Task 4** Services – the performance of the foregoing services shall be completed and accepted by CRRA no later than the dates specified in the Milestone Schedule of **Section 2.14** herein unless otherwise terminated or extended in accordance with the terms and conditions hereof.
- (b) For **Task 3** O&M Services – the performance of the O&M Services shall begin on the day that Contractor achieves Substantial Completion Of Updated IPC in accordance with **Section 10.2** herein, and continue through June 30, 2018, unless otherwise terminated or extended in accordance with the terms and conditions of this Agreement. At CRRA's sole and absolute discretion, CRRA shall have one (1) five (5) year option to extend the term of the **Task 3** O&M Services through June 30, 2023.

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder. Accordingly,

Contractor shall perform and complete all Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon, in writing, by CRRA and Contractor for such Services.

ARTICLE 5: INSURANCE

5.1 Required Insurance

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

- (a) Commercial general liability insurance alone or in combination with commercial umbrella insurance with a limit of at least twenty-five million (\$25,000,000.00) 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) Commercial automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto with a limit of at least five million (\$5,000,000.00) 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).
- (c) Workers compensation with statutory limits and employers liability limits of at least one million (\$1,000,000.00) dollars each accident for bodily injury by accident and one million (\$1,000,000.00) dollars for each employee for bodily injury by disease.
- (d) Contractor's property and equipment insurance covering all property and equipment owned by the Contractor and used in performing any of the services in an amount equal to one hundred (100%) percent of actual cash value.
- (e) Professional liability insurance with a limit of at least one million (\$1,000,000.00) dollars. Three (3) years after the day the Contractor achieves Final Completion in accordance with **Section 10.3** herein, Contractor shall be permitted to terminate the foregoing Professional liability insurance requirement of this Agreement.
- (f) By a date not later than the date of the Notice To Proceed With Task 2 Services, Contractor shall purchase and maintain builder's risk insurance in the amount of at \$ _____ [shall be the amount of Contractor's proposed cost for **Task 2 Services**]. Such builder's risk insurance shall be maintained until Contractor has achieved Final Completion in accordance with **Section 10.3** herein. This insurance shall include the interests of the CRRA, the Contractor, Subcontractors and Sub-subcontractors in the Task 2 Services.

This insurance will:

- (1) Be written on an "all-risk" policy form that shall insure at least the following perils or causes of loss: fire, lightning, the extended coverage perils, the boiler & machinery perils, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, flood, loss resulting from faulty workmanship or faulty materials or error in design and acceptance/hot testing.
- (2) Include insurance for physical loss or damage to: false-work, temporary buildings, materials and equipment in transit and materials and equipment stored at the Site or at another location prior to being incorporated in the Services.
- (3) Include coverage for demolition occasioned by enforcement of any applicable laws or regulations; expenses, including, but not limited to, reasonable compensation for architects' and engineers' services, required as a result of an insured loss; loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months; the additional cost associated with diverting Acceptable Recyclables that can not be accepted at the Updated IPC by the scheduled completion date as a result of a delay in start-up that is the direct result of an insured loss.
- (4) Not have a coinsurance clause.
- (5) Provide permission to occupy.

CRRA shall have the option to insure the building under such builder's risk insurance. Contractor will provide CRRA with the additional premium cost associated with insuring the building under such builder's risk insurance by a date not later than thirty (30) days prior to the date that the builder's risk insurance needs to be bound.

- (g) By a date not later than the date the Contractor achieves Substantial Completion in accordance with **Section 10.2** herein, Contractor shall purchase and maintain property insurance in the amount at least equal to the full cost of replacement of the Updated IPC (note: this to include Update IPC Recyclables System, but not the building) at the site on a replacement cost basis. Such property insurance shall be maintained through June 30, 2018, or the termination date of this Agreement. This insurance shall include the interests of the CRRA and the Contractor in the Updated IPC.

This insurance will:

- (1) Be on an all-risk policy form and the perils insured against shall include fire and extended coverage, flood, earthquake, the boiler & machinery

perils, theft, vandalism, malicious mischief, collapse, and loss resulting from faulty workmanship or faulty materials or error in design.

- (2) Include coverage for the following:
- property in transit;
 - off-site storage of property;
 - debris removal including demolition occasioned by enforcement of any applicable legal requirements;
 - business interruption coverage including, without limitation, fixed expenses and profit for a minimum of 12 months;
 - the additional cost associated with diverting Acceptable Recyclables that can not be accepted at the Updated IPC by the scheduled completion date as a result of a delay in start-up that is the direct result of an insured loss.
- (3) Not have a coinsurance clause.

CRRA shall have the option to insure the building under such property insurance. Contractor will provide CRRA with the additional premium cost associated with insuring the building under such property insurance by a date not later than thirty (30) days prior to the date that the property insurance needs to be bound.

5.2 Certificates of Insurance

Upon Contractor's execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for the required insurance referenced in subsection (a) through (e) of **Section 5.1** above certifying that such insurance is in full force and effect and setting forth the information required by **Section 5.3** below. A minimum thirty (30) days prior to Contractor beginning to perform **Task 2** Services, Contractor shall submit to CRRA a certificate or certificates for the required insurance referenced in subsection (f) of **Section 5.1** above certifying that such insurance is in full force and effect and setting forth the information required by **Section 5.3** below. A minimum thirty (30) days prior to Contractor achieving Substantial Completion, Contractor shall submit to CRRA a certificate or certificates for the required insurance referenced in subsection (g) of **Section 5.1** above certifying that such insurance is in full force and effect and setting forth the information required by **Section 5.3** below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in **Section 5.1** above, a certificate or certificates containing the information required by **Section 5.3** below and certifying that such insurance has been renewed and remains in full force and effect.

5.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers compensation/employers liability insurance, professional liability insurance or contractor's property and equipment insurance);
- (b) Include a standard severability of interest clause;
- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Hold CRRA free and harmless from all subrogation rights of the insurer; and
- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

5.4 Issuing Companies

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

5.5 Other Conditions

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

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

5.6 Contractor's Subcontractors

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

5.7 Deductibles

All insurance policies required to be purchased by Contractor under this **Article V** may be subject to a commercially reasonable deductible provided that if any person is owed, pursuant

to any policy required hereunder, any sum that is subject to a deductible, Contractor shall pay such deductible. In the case of builder's risk insurance, any deductible shall be commercially reasonable but in no case greater than \$25,000 and shall be the Contractor's sole responsibility.

5.8 Payment by CRRA

Should Contractor fail to obtain, maintain or renew any of the insurance required by this Article 5, or to pay the premium therefore, then and in any of said events CRRA may, at its option, but without obligation to do so, upon ten (10) days prior notice to Contractor of CRRA's intention to do so, procure such insurance, and the amounts paid shall be added to amounts owed to CRRA by Contractor under this Agreement.

5.9 No Limitation on Liability

No provision of this Article 5 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

ARTICLE 6: INDEMNIFICATION

6.1 Contractor's Indemnification

Contractor shall at all times defend, indemnify and hold harmless CRRA and its directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, fines, workers' compensation payments and expenses (including but not limited to attorneys' fees), in all cases actually and reasonably incurred by CRRA and/or its directors, officers, agents and employees, 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, employees, agents or other contractors, (b) Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA and fines and penalties assessed against CRRA caused by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification.

ARTICLE 7: EVENTS OF DEFAULT

7.1 Events of Default by Contractor

Each of the following shall constitute an Event of Default on the part of Contractor:

- (a) An Act of Bankruptcy with respect to the Contractor or the Guarantor occurs.
- (b) Contractor's breach of any of its covenants or representations hereunder.

- (c) Failure of Contractor to accept at the Current IPC/Updated IPC any amounts of Acceptable Recyclables or any other waste that Contractor is required to accept.
- (d) Failure of Contractor to promptly process all Acceptable Recyclables provided to Contractor in accordance with this Agreement.
- (e) Failure of the Contractor to properly maintain all CRRA Equipment, property and vehicles in accordance with the standards set forth in the Scope of Services in **Exhibit A**.
- (f) Contractor's use of the CRRA Equipment for any purpose other than those expressly authorized in this Agreement.
- (g) Contractor's allowing or conducting any activities on any of the Properties, the Current IPC/Updated IPC, or at any of the CRRA facilities not expressly authorized by this Agreement.
- (h) Contractor's failure to comply with any and all Applicable laws as relating to this Agreement and Contractor's performance hereunder.
- (i) Contractor's failure to provide or maintain the Bonds as required hereunder.
- (j) The failure by Contractor to fulfill any of Contractor's other material obligations under this Agreement.
- (k) The Guarantor shall fail to perform its obligations under the Guaranty
- (l) The Guarantor shall not be in full force and effect and enforceable against the Guarantor in accordance with its terms
- (m) Contractor's failure to comply with any of the terms of the CTDEP's Permits that CRRA is required to obtain and maintain to operate the Current IPC/Updated IPC.
- (n) Contractor abandons performance of the Services, or persistently fails to provide sufficient materials or qualified workers to adequately perform the Services.
- (o) Pursuant to **Section 3.1** herein, Contractor's failure to provide CRRA any Contractor's Per Ton Monthly Payment and/or any Contractor's Revenue Sharing Payment by the twentieth (20) day of any calendar month in any Operating Year that such payment is due.

7.2 Events of Default by CRRA

Each of the following shall constitute an Event of Default on the part of CRRA:

- (a) The failure by CRRA to fulfill, substantially in accordance with this Agreement, CRRA's material obligations under this Agreement; and

- (b) CRRA's breach of any of its covenants or representations hereunder;

provided, however, that no such failure or breach shall constitute an Event of Default giving Contractor the right to damages or to terminate this Agreement under **Article 8** unless and until:

- (a) Contractor has given written notice to CRRA by overnight express mail or certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute an Event of Default on the part of CRRA; and
- (b) In the case in which an Event of Default is reasonably capable of being cured, CRRA has not corrected such default within thirty (30) days from the date of its receipt of the notice, or if such default cannot reasonably be cured within thirty (30) days, CRRA has not diligently initiated reasonable steps to correct the same within such longer period as Contractor and CRRA shall agree in writing is reasonably necessary to complete the cure.

7.3 Contractor's Right to Cure

Assuming that the Contractor provides the continuous operation of the Updated IPC system and Contractor's payment obligations are current under Article III of this Agreement, Contractor shall have a thirty (30) calendar day cure period from the date Contractor receives from CRRA written notice of its breach of any provision of subsections (b), (c), (d), (e), (f), (g), (i), (j), (k), (l), and (n) of **Section 7.1** of this Agreement to remedy its breach of the Agreement. Notwithstanding the foregoing, CRRA may terminate this Agreement without providing the above required written notice and Contractor shall have no right to cure if the Contractor's breach is one of the following:

- (a) An Act of Bankruptcy occurs with respect to Contractor or Guarantor;
- (b) Contractor has not satisfied its payment obligations under Article III of this Agreement; and/or
- (c) The continuous operation of the Updated IPC system is not maintained by Contractor.

7.4 Force Majeure

If Contractor shall be unable to perform or shall be delayed in its performance of any of the terms of this Agreement by reason of Force Majeure or a Change In Law, and provided that Contractor shall have provided CRRA with written notice of said Force Majeure and/or Change In Law within five (5) business days of any event of Force Majeure and/or Change In Law, Contractor shall be excused from any failure or delay in its performance of Task 1 Services, Task 2 Services, and/or Task 3 Services subject to the conditions of this Section. Pursuant to **Section 3.23** of the Scope of Services [see **Exhibit A**], operational failure of the Contractor's equipment shall not constitute Force Majeure. However, throughout the term of

the Agreement and in the foregoing event whereby Contractor is excused from its failure or delay in its performance, Contractor must continually do the following at Contractor's sole expense throughout the term of the Agreement and during any such excused failure or delay period:

- (a) Be and remain current on its payment obligations to CRRA under Article III of this Agreement (Force Majeure shall in no event excuse failure or delay of Contractor to make a Contractor's Per Ton Monthly Payment, Contractor's Revenue Sharing Payment, or any other amount due to CRRA from Contractor hereunder);
- (b) Continue to accept and process at the Updated IPC, or divert to a Diversion Facility, and market, all in a timely basis and in accordance with all Applicable Laws and required governmental Permits, all of CRRA's Acceptable Recyclables that Contractor is obligated to accept under this Agreement; and
- (c) If applicable and at CRRA's discretion, proceed within a commercially reasonable timeframe to rebuild/complete the construction of the Updated IPC facility as required under **Task 2**, with due regard to the Force Majeure event.

Pursuant to subsection (b) of this **Section 7.4**, if Contractor must divert CRRA's Acceptable Recyclables to another facility ("Diversion Facility"), such Diversion Facility(s) must be a currently permitted facility(s) operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirements. Prior to its transportation and disposal of any Acceptable Recyclables to a Diversion Facility, Contractor shall provide CRRA with written evidence of its authorization to dispose of Acceptable Recyclables at the Diversion Facility(s). At its sole and absolute discretion, CRRA reserves its right to approve or disapprove any such Diversion Facility(s) that is deemed satisfactory to CRRA at CRRA's sole and absolute discretion. At CRRA's sole discretion, Contractor shall coordinate and obtain permission of the owner/ operator of the Diversion Facility(s) to allow CRRA, or its agents, to inspect the Diversion Facility(s) at any time during the term of this Agreement.

ARTICLE 8: REMEDIES

8.1 Selection of Remedies

- (a) Subject to **Section 7.2** and **7.3** herein, each party shall have the right to terminate this Agreement when there is an Event of Default on the part of the other party. Absent an Event of Default, neither party may terminate this Agreement unless it is otherwise specifically provided for in this Agreement.
- (b) If a party declares an Event of Default by the other party, the non-defaulting party may elect not to immediately terminate this Agreement, but to collect actual damages. The failure of a party to immediately terminate this Agreement shall not limit or restrict in any way such party's right to terminate this Agreement at a later time.

- (c) If the Contractor fails to perform any of its obligations hereunder, or if there is an Event of Default by Contractor, CRRA shall have the right, but not the obligation, to cure such failure or Event of Default without notice to the Contractor. Contractor shall fully reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action, including, but not limited to, reasonable attorneys' fees and court costs, within twenty (20) days after Contractor's receipt of an invoice for such costs and expenses.
- (d) Upon the occurrence of an Event of Default by the Contractor, CRRA shall have the right to make a claim against the Bonds and/ or Guaranty.
- (e) All of the remedies provided in this Agreement are the exclusive remedies available at law, but this Agreement shall not limit any equitable remedies available to a party. All the remedies hereunder shall be deemed cumulative and the election of one shall not be deemed a waiver of any other or further rights or remedies.

8.2 Mitigation

Contractor and CRRA agree that in the event one party terminates or seeks damages pursuant to this Agreement due to an Event of Default, the injured party is obligated, to the extent not detrimental to its interests, to mitigate its damages, costs and expenses and to credit the savings there from to any damages, costs and expenses otherwise payable by the defaulting party.

8.3 Termination by CRRA

If CRRA terminates this Agreement for an Event of Default on the part of Contractor pursuant to **Section 8.1** hereof:

- (a) If requested to do so by CRRA, Contractor shall vacate the Updated IPC and Properties within twenty-four (24) hours and turn over ownership of the Updated IPC to CRRA;
- (b) Contractor shall pay actual damages, to the extent such damages can be calculated, resulting from the Event of Default by Contractor and subsequent termination of this Agreement by CRRA. Contractor agrees that all of the actual damages caused by an Event of Default by the Contractor and subsequent termination of this Agreement by CRRA are not capable of calculation. Accordingly, the Contractor shall also pay to CRRA upon such termination a one time lump sum payment as liquidated damages (but not as a penalty) of Five Hundred Thousand dollars and 00/100 (\$500,000) dollars, as available under Applicable Laws.
- (c) At CRRA's discretion, Contractor shall provide restoration services to the Updated IPC.
- (d) Contractor shall immediately return to CRRA all CRRA Equipment, parts, property, vehicles and materials provided to Contractor for use in performing the

Services hereunder. Contractor shall be responsible for any cost associated with restoring the condition of such CRRA Equipment, parts, property, vehicles and materials to the condition present as of the Commencement Date, in accordance with the repair, maintenance, and replacement standards called for in **Exhibit A** or shall provide replacement equipment, parts, property, vehicles and materials to CRRA having a value equivalent to the value of the replaced equipment, parts, property, vehicles and materials as of the Commencement Date.

- (e) Upon payment of amounts due in **Subsections 8.3(b)** and **8.3(c)**, as well as any other amounts required to be paid to CRRA hereunder and in compliance with all provisions of **Subsections 8.3(a), (d)** and **(e)**, all rights and obligations of the parties, except as otherwise specifically provided herein, shall cease with respect to this Agreement.

8.4 Consequential Damages

Contractor acknowledges that the failure of Contractor to perform Contractor's obligations hereunder may have a substantial impact on the Project and the ability of CRRA to provide solid waste disposal services to the Participating Municipalities on a cost effective basis. Accordingly, Contractor agrees that the actual damages owed to CRRA for such failure to perform by Contractor includes indirect and consequential damages, as available under Applicable Laws, as well as direct damages.

ARTICLE 9: MISCELLANEOUS

9.1 Notices

9.1.1 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 (b) of this **Section 9.1**, shall be in writing and shall be personally delivered or sent by overnight express mail service or certified mail return receipt requested, addressed to the respective party as specified in this subsection (a). Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by certified mail, on the date set forth on the return receipt. In the event the party to whom such certified mailing is sent refuses or otherwise does not sign for it, then such notice shall be deemed delivered on the fifth (5th) business day after deposit in the mail.

Notices to CRRA shall be addressed and sent to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th 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

Notices to Contractor shall be addressed and sent to:

Attention: _____

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

9.1.2 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 hereunder may be given orally or in writing, but need not be in the form of a formal written notice to be operative.

9.1.3 Emergency Notification

Contractor shall immediately notify CRRA 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 Laws concerning notification with respect to such event. Contractor shall notify CRRA immediately of the occurrence of a notice of violation or other regulatory action at the Current IPC/Updated IPC. Such notification shall be made formally by written notice to CRRA indicating the nature of any action affecting the subject Permits issued with respect to the Existing Current IPC/Updated IPC and describing all corrective and remedial action undertaken or planned.

9.2 **Campaign Contribution Restrictions**

This **Section 9.2** is included here pursuant to CGS §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 9.2**, without limiting its applicability, is also made applicable to State Agencies, Quasi-Public Agencies, the General

Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this **Section 9.2** only:

- (1) “Quasi-Public Agency” means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.
- (2) “State Agency” means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- (3) “State Contract” means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- (4) “State Contractor” means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. “State contractor” does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
- (5) “Prospective State Contractor” means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate

issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

- (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this **Section 9.2** as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501 (c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor, or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 105 of the Connecticut General Statutes concerning campaign financing.
- (b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditure to or for the benefit of such candidates, or (3) a party committee.
- (c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make

contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

- (d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this **Section 9.2**, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this **Section 9.2**, 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.
- (f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer, then the officer who duly possesses and exercise comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that:
 - (1) Such officer has informed each individual described in subsection (a)(6) of this **Section 9.2** with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this **Section 9.2**, whichever is applicable, and this subsection (f),
 - (2) No such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this **Section 9.2**, whichever is applicable, and this subsection (f), and
 - (3) If any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited.

Such officer shall submit the affidavit to the contracting State Agency or Quasi-Public Agency prior to, in the case of a request for proposals, executing a negotiated contract or prior to, in the case of an invitation to bid, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services (“DAS”), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission (“SEEC”) prescribes.

- (g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-Public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-Public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.
- (h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:
- (1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fails to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-Public Agency and the Contractor of the failure in writing. The State Agency or Quasi-Public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-Public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-Public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-Public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-Public Agency is satisfied that the Contractor is making a good faith effort to cure the breach, but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.
 - (2) If the State Agency or Quasi-Public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this **Section 9.2** provision, then the State Agency or Quasi-Public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

- (3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-Public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-Public Agency make a determination that the Contractor is not responsible.
- (4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-Public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-Public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-Public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.
- (5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-Public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this **Section 9.2**. The State Agency or Quasi-Public Agency shall provide a copy of that document to the Contractor upon request.

9.3 Status of Contractor

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing the Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever. Notwithstanding Contractor's ownership of the Updated IPC Recyclables System Equipment, CRRA and Contractor further acknowledge and agree that this Agreement does not confer upon Contractor in any manner whatsoever any ownership or proprietary rights to or interests in any of the Properties, CRRA facilities, the Current IPC/Updated IPC, or the CRRA owned vehicles or CRRA Equipment that Contractor is permitted to use hereunder in performing the Services; and that Contractor has no right under this Agreement to, and the Contractor shall not, depreciate any of such Properties, CRRA facilities, vehicles, CRRA Equipment or any part thereof for any purposes whatsoever.

9.4 Contractor's Employees

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

9.5 Mechanic's Liens

Contractor shall claim no interest in the Properties, CRRA Properties, or any structures, equipment, fixtures, materials or improvements located or to be located on such Properties, CRRA Properties, or any other vehicles, equipment, materials, parts and supplies made available to Contractor hereunder, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of CRRA Properties whatsoever. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or any of its subcontractors or 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 CRRA Properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor. This **Section 9.5** shall survive termination of this Agreement.

9.6 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 Contractor's 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 9.6** and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance or related payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor. This **Section 9.6** shall survive termination of this Agreement.

9.7 Forum Selection

The parties hereby agree that any controversy arising out of this Agreement or breach thereof shall be resolved in a court of law in the State of Connecticut without a jury.

9.8 Performance Security

(a) Contractor shall be required to provide CRRA with the following performance security:

- (1) At the Commencement Date of this Agreement, Contractor shall furnish CRRA with a Performance Bond or a Letter Of Credit in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS (“**Task 1 Bond**”).
- (2) Upon Contractor’s completion of **Task 1** Services and prior to its initiation of **Task 2** and **Task 4** Services, Contractor shall furnish CRRA with the following security: (a) a Construction Performance Bond and a Construction Payment Bond both in the amount of the larger of FIVE MILLION AND NO/100 (\$5,000,000.00) or the amount of Contractor’s proposed cost for **Task 2** in Proposal Form 3 or a Letter Of Credit in the amount of the larger of FIVE MILLION AND NO/100 (\$5,000,000.00) or the amount of Contractor’s proposed cost for **Task 2** in Proposal Form 3 to guarantee Contractor’s performance of **Task 2** Services (“**Task 2 Bond**”); and (b) a Performance Bond or a Letter Of Credit in the amount of FIVE MILLION AND NO/100 (\$5,000,000.00) DOLLARS to guarantee Contractor’s performance of **Task 4** Services (“**Task 4 Bond**”).
- (3) Immediately after Contractor has achieved the Substantial Completion of the Updated IPC in accordance with Section 10.2 herein, Contractor shall furnish CRRA with a Performance Bond or a Letter Of Credit in the amount of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS to guarantee Contractor’s performance of the **Task 3** services (“**Task 3 Bond**”).

Task 1 Bond, Task 2 Bond, Task 3 Bond, and Task 4 Bond are hereinafter collectively known as the “Bonds.”

- (b) The Bonds shall be in one of the forms set forth in Exhibit C and shall be issued and executed by a surety acceptable to CRRA. Contractor shall maintain the Bonds in full force and effect during the term of this Agreement for the specific periods hereunder to which each Bond relates. Contractor shall automatically renew the Bonds on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Bonds, Contractor notifies CRRA by certified mail that the surety of the Bonds elects not to renew such Bonds. Failure to maintain, substitute, or renew the Bonds under the aforesaid terms shall constitute an Event of Default by Contractor under this Agreement. If the surety on the Bonds 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 Bonds due to no fault of Contractor, Contractor shall immediately substitute another bond(s) (or letter of credit) and surety, subject to the requirements set forth in this Section 9.8 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 Bonds.

- (c) Upon Contractor's execution of this Agreement, Contractor shall cause the Guarantor to furnish CRRA with the executed Guaranty.

9.9 Governing Law

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

9.10 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the services for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, 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 services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, 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 services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The "Commission");
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Contractor's commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and

- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as sub-Contractors and suppliers of materials in such public works project.

9.11 State of Connecticut Taxes

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

Accordingly, Contractor hereby represents that no such foregoing Connecticut tax is included in the Contractor’s Per Ton Monthly Payment as set forth in **Exhibit B** hereof, and Contractor shall not charge or pass through any such tax to CRRA. 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.

9.12 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement Contractor's own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any reports, analyses, or other work product prepared by Contractor connection with the performance of any Services hereunder shall be solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA. Unless required by law, CRRA shall not publish, distribute, sell or divulge any or work product developed by Contractor specifically for CRRA under this Agreement for

the benefit of any employee, firm, corporation or other entity, other than CRRA. The term "Contractor", as used in this **Section 9.12**, shall include Contractor's agents, contractors and consultants.

9.13 Subcontractors

Contractor shall not hire any subcontractors to perform any of the Services without the prior written consent of CRRA. Contractor shall require, in a manner satisfactory to CRRA, all of its subcontractors for the Services to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also, Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claim, setoffs, or other rights whatsoever that they may have with or against Contractor by any reason other than through such subcontracts.

9.14 Entire Agreement

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

9.15 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by both parties hereto that specifically refers to this Agreement. Any oral representations, letters or any accommodation by any of the parties, shall not in any way create a course of dealing, which changes the terms of this Agreement or modifies this Agreement.

9.16 Benefit and Burden

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

9.17 Severability

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

9.18 No Waiver

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

9.19 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be void, provided, however, CRRA may assign this Agreement without the consent of the Contractor as security to any trustee for the benefit of the holders of any bonds issued in connection with the Project or the CRRA facilities. Any transfer (including a series of transfers over any period of time) of ten percent (10%) or more of the shares, assets 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 and therefore necessitate the consent of CRRA under Section 9.19 Contractor shall provide CRRA with written notice of any such proposed event, which would constitute an assignment hereunder at least thirty (30) days prior to the date of such proposed event. 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.

9.20 Agent for Service

Subject to CRRA's rights in Section 9.7 hereof, 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.

9.21 Adverse Parties

CRRA and Contractor desire that no Person or other entity with which CRRA has had an adverse business relationship and no corporation or other business entity directly or indirectly controlling or controlled by or under direct or indirect common control with such Person or entity (any of the foregoing Persons, corporations or entities is hereinafter referred to as an "Adverse Party"), have any direct or indirect financial or ownership interest in or managerial influence over Contractor's performance under this Agreement. If any Person or entity seeks to participate in the performance of Contractor's obligations under this Agreement, Contractor shall notify CRRA of Contractor's intent to enter into such relationship promptly after Contractor becomes actually aware that such Person or entity is an Adverse Party. Contractor shall not enter into such relationship if CRRA disapproves of such relationship because the proposed Person 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 written notice from Contractor intent to enter into such relationship. Any failure by Contractor to comply with the terms of this **Section 9.21** shall constitute an Event of Default by Contractor under this Agreement.

9.22 Compliance with Law

Contractor shall comply with all Applicable Laws, including but not limited to federal, state, and local laws or regulations governing the Services, payment of wages and equal opportunity and fair employment practices.

9.23 Counterparts

The parties may execute this Agreement in any number of counterparts 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.

9.24 Obligation to Deliver Project Waste

If Contractor or any of its Affiliates or other agents is engaged in the business of waste collection, transportation or disposal, Contractor or any of its Affiliates shall, and Contractor shall cause all such other agents, with respect to whom Contractor has contracted the collection, transportation, or disposal of waste and in such case only as to the applicable contracts with Contractor, to deliver to the CRRA facilities all Acceptable Solid Waste, as defined in the Procedures, generated within the corporate boundaries of any of the Participating Municipalities that Contractor or any such applicable Affiliate or agent collects pursuant to an agreement or otherwise, or that comes into Contractor's or such Affiliate's or agent's possession through other means. In the event that Contractor fails to comply with any of its obligations under this **Section 9.24**, then such failure shall constitute an Event of Default on the part of Contractor hereunder.

9.25 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 **Exhibit D** (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.

9.26 Prevailing Wages for Task 2 Services

Contractor hereby represents that the Contractor's Wage Certification Form, as executed by Contractor and attached hereto as **Exhibit I** and made a part hereof, has been submitted by Contractor to the State of Connecticut's Department of Labor for Contractor's performance of the **Task 2 Services**. Contractor shall pay wages on an hourly basis to any mechanic, laborer or workman employed upon the Task 2 Services herein and the amount of payment or contribution paid or payable on behalf of each such employee to an employee welfare fund, as defined in Section 31-53(h) of the Connecticut General Statutes, at rates equal to the rates customary or prevailing for the same work in the same trade or occupation in the town in which the **Task 2 Services** are being conducted, which rates are more specifically set forth in **Exhibit G** attached hereto and made a part hereof. If Contractor is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund, Contractor shall pay to each employee as part of his or her wages the amount of payment or contribution for his or her classification on each payday. Contractor shall keep, maintain and preserve records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer, or workman under this Agreement is employed during each work day and week in such manner and form as the labor commissioner establishes to assure the proper payments due to such employees or employee welfare funds under Sections 31-53 and 31-54 of the Connecticut General Statutes. Pursuant to Section 31-53(f) of the Connecticut General Statutes, Contractor shall complete and submit to CRRA on a weekly basis during the term of this Agreement and any extension thereof the payroll certification forms set forth in **Exhibit H** attached hereto and made a part hereof. Contractor hereby represents and covenants that it is not now, and has not been for at least three (3) years previous to the date of this Agreement, listed by the labor commissioner as a person who has violated laws and regulations relating to prevailing wages.

9.27 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of Conn. Gen. Stat. sec. 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to

be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of Conn. General Statutes Section 4-61dd relating to large state contractors.

9.28 Order of Precedent of Agreement

If there are any conflicts between the terms of this Agreement, the Exhibits of this Agreement, and/or the Procedures, then the order of precedent when there are conflicts between the foregoing documents shall be as follows:

- (a) The terms of the Agreement, exclusive of the Exhibits of the Agreement shall first prevail;
- (b) The terms of **Exhibit A** – Scope of Services of the Agreement shall next prevail;
- (c) The terms of the Procedures **Exhibit K** shall next prevail; and
- (d) The terms of **Exhibits B-J** of the Agreement.

ARTICLE 10: TESTING AND ACCEPTANCE OF THE UPDATED IPC

10.1 Acceptance Testing

Acceptance Testing shall be scheduled and performed by Contractor, and shall be performed in accordance with the Acceptance Test Protocol that shall demonstrate to CRRA that the Updated IPC is capable of accepting and processing all Acceptable Recyclables delivered to Contractor under this Agreement. Not less than thirty (30) days prior to the scheduled start of Acceptance Testing, the Contractor shall prepare and submit a test plan to CRRA for CRRA's review and comment ("Acceptance Test Protocol"). The foregoing Acceptance Test Protocol shall detail the processing capacity of the Updated IPC and detail the scope and type of testing to be conducted. Notwithstanding **Section 2.4** of this Agreement, CRRA shall have the right to amend and revise Contractor's proposed Acceptance Test Protocol. The Contractor shall provide CRRA written notice fourteen (14) days prior to the expected start date of the Acceptance Testing. Contractor shall confirm the start date of Acceptance Testing seven (7) days prior to the start of Acceptance Testing. With CRRA or its agents present, the Contractor shall conduct the Acceptance Testing in accordance with the Acceptance Test Protocol. CRRA and/or its agents shall have the right to verify the conduct of the Acceptance Testing pursuant to the Acceptance Test Protocol and Contractor shall cooperate fully with CRRA and/or its agents. Contractor shall provide to CRRA for its review and approval a written report ("Acceptance Test Report") of the results of each Acceptance Test attempted or completed prior to Substantial Completion. The Acceptance Test Report shall include:

- (a) A statement that the Acceptance Testing has been completed;
- (b) The accuracy of all results of the Acceptance Testing; and

- (c) A statement that the Updated IPC has met or exceeded the Acceptance Test Protocol, or if the results show that the Acceptance Testing did not achieve the Acceptance Test Protocol, Contractor shall provide an estimate of the date of the initiation of the next Acceptance Testing.

At its sole cost and option, CRRA may procure an independent engineer to assist itself in its observation of Acceptance Testing and CRRA's review of the Contractor's written report(s) of the results of each Performance Test conducted by Contractor. In the event of Contractor's failure to achieve the Acceptance Test Protocol, the Contractor shall at its sole cost:

- (a) Immediately resolve all operational problems and/or causes for the failure to achieve the Acceptance Test Protocol;
- (b) Immediately undertake all repairs, modifications, and/or improvements necessary; and
- (c) Retest the Updated IPC until Contractor achieves the Acceptance Test Protocol.

10.2 Contractor's Issuance of the Certificate of Substantial Completion of Updated IPC

Substantial Completion shall be achieved hereunder pursuant to this **Section 10.2** herein.

10.2.1 Conditions For Substantial Completion

Substantial Completion shall be achieved hereunder if all of the following conditions have been met:

- (a) **Task 1** and **Task 2** Services have been completed in accordance with the terms of this Agreement (with the exception of completing the Punch List, and delivery of Final Drawings and Documentation); (ii) Contractor has provided and CRRA has accepted the Punch List; (iii) the Updated IPC is structurally sound, mechanically and electrically functional and capable of operating as intended free of defects and deficiencies; and (iv) all instrumentation and control systems have been calibrated and are functional and operating as for the intended purpose.
- (b) Contractor has carried out all the Acceptance Tests required under **Section 10.1** hereunder, and the Updated IPC has achieved the Acceptance Test Protocol;
- (c) All portions of the Updated IPC can be used for their intended purposes and are capable of being used safely in accordance with all Applicable Laws, Permits, good industry and engineering practices, and this Agreement and are free from defects and deficiencies;

- (d) All equipment and facilities necessary for the full and safe reliable operation of the Updated IPC have been properly constructed, installed, insulated and protected where required for such operation, and correctly calibrated and adjusted, all as provided in this Agreement;
- (e) All quality assurance documentation has been provided to, and reviewed by CRRA in accordance with the terms of this Agreement and Contractor shall have otherwise complied with the terms of this Agreement;
- (f) Contractor shall have obtained all Permits, approvals and licenses which it is required to obtain hereunder (including without limitation those relating to the equipment and machines which are part of the Updated IPC) and the same are nonappealable and in full force and effect; and
- (g) Contractor shall deliver to CRRA its written certification that the conditions for Substantial Completion set forth in clauses (a) through (f) of this **Section 10.2** have been satisfied.

10.2.2 Notice and Report of Substantial Completion

When Contractor believes that it has achieved Substantial Completion, it shall deliver to CRRA a Certificate of Substantial Completion of Updated IPC. Contractor shall include with the Certificate of Substantial Completion of Updated IPC the written results of the Acceptance Tests which Contractor performed pursuant to **Section 10.1** herein.

10.2.3 Achievement of Substantial Completion

CRRA shall, within twenty (20) Business Days following its receipt of the Certificate of Substantial Completion of Updated IPC from Contractor, inspect the Updated IPC and all of Contractor's **Task 1** and **Task 2** Services hereunder and shall, (a) if the requirements of **Section 10.2** herein have been satisfied, acknowledge through a notice in writing to Contractor that Substantial Completion has been achieved, or (b) if reasonable cause exists for doing so, notify Contractor in writing that Substantial Completion has not been achieved, stating the reasons therefore. At its sole cost and option, CRRA may procure an independent engineer to assist itself in its review of the Contractor's Certificate of Substantial Completion of Updated IPC submission. In the event CRRA determines that Substantial Completion has not been achieved, Contractor shall promptly take such reasonable action, including the performance of additional Services as required herein and the completion of additional Performance Tests, as will achieve Substantial Completion, and shall issue to CRRA another Notice of Substantial Completion pursuant to **Section 10.2** herein. Such procedure shall be repeated as often as necessary until Substantial Completion has been achieved. For all purposes of this Agreement, the date of achievement of Substantial Completion shall be the date on which CRRA issues a notice in writing to Contractor acknowledging that the requirements of **Section 10.2** herein have been satisfied which shall relate back

to the actual date that the Updated IPC achieved Substantial Completion (“Date of Achievement of Substantial Completion”).

10.2.4 Delay in Achievement of Substantial Completion

Time is of the essence in the performance by Contractor of its obligations to achieve the Date of Achievement of Substantial Completion. Contractor guarantees that the Date of Achievement of Substantial Completion shall be achieved pursuant to **Section 10.2** herein on or before the Milestone Date set for the Date of Achievement of Substantial Completion in **Section 2.14** herein. If the Date of Achievement of Substantial Completion is not achieved pursuant to **Section 10.2** herein on or before the Milestone Date set for the Date of Achievement of Substantial Completion in **Section 2.14** herein, Contractor hereby agrees to pay CRRA, as rebate, and not as a penalty, and as part of the consideration for awarding this Agreement to the Contractor, the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) per calendar day for each day of delay until the Date of Achievement of Substantial Completion has been achieved (the “Late Substantial Completion Payments”).

10.3 **Contractor’s Issuance of the Certificate of Final Completion Of Updated IPC**

Final Completion shall be achieved hereunder pursuant to this **Section 10.3** herein.

10.3.1 Conditions For Final Completion

Final Completion shall be achieved hereunder if all of the following conditions have been met:

- (a) Substantial Completion has been achieved and acknowledged by CRRA and the requirements for Substantial Completion set forth in **Section 10.2** hereof continue to be satisfied;
- (b) The Punch List has been completed by Contractor and acknowledged to be completed and acceptable by CRRA;
- (c) Final Lien waivers have been delivered to CRRA by Contractor stating that all payments due under this Agreement and under any subcontracts have been made by Contractor and that all Contractor and subcontractor liens against CRRA or CRRA Properties have been released.
- (d) Contractor has carried out all of its obligations under this Agreement, except for those which are to be carried out after Final Completion;
- (e) The final drawings and documentation and the final design documents have been delivered to CRRA and are satisfactory to CRRA;

- (f) Contractor has achieved 100% of all Performance Guarantees, and Contractor has paid any damages as may be owed to CRRA under this Agreement; and
- (g) If Contractor failed to achieve Substantial Completion by the Guaranteed Substantial Completion Date, Contractor has paid CRRA all Late Substantial Completion Payments and any damages that may be owed to CRRA under this Agreement

provided, that this **Section 10.3** in no way detracts from or limits any of Contractor's obligations hereunder to comply and cause the Updated IPC to comply with all Applicable Laws, all Permits, and to perform its other obligations in this Agreement.

10.3.2 Notice and Report of Final Completion

When Contractor believes that it has achieved Final Completion, it shall deliver to CRRA a Certificate of Final Completion of Updated IPC.

10.3.3 Achievement of Final Completion

CRRA shall, within twenty (20) Business Days following its receipt of the Certificate of Final Completion of Updated IPC from Contractor, inspect the Updated IPC and all of Contractor's **Task 1** and **Task 2** Services hereunder and shall, (a) if the requirements of **Section 10.3** herein have been satisfied, acknowledge through a notice in writing to Contractor that Final Completion has been achieved, or (b) if reasonable cause exists for doing so, notify Contractor in writing that Final Completion has not been achieved, stating the reasons therefore. At its sole cost and option, CRRA may procure an independent engineer to assist itself in its review of the Contractor's Certificate of Final Completion of Updated IPC submission. In the event CRRA determines that Final Completion has not been achieved, Contractor shall promptly take such reasonable action, including the performance of additional Services as required herein, as will achieve Final Completion. For all purposes of this Agreement, the date of achievement of Final Completion shall be the date on which CRRA issues a notice in writing to Contractor acknowledging that the requirements of **Section 10.3** herein have been satisfied which shall relate back to the actual date that the Updated IPC achieved Final Completion ("Date of Achievement of Final Completion").

10.3.4 Delay In Achievement of Final Completion

Time is of the essence in the performance by Contractor of its obligations to achieve the Date of Achievement of Final Completion. Contractor guarantees that the Date of Achievement of Final Completion shall be achieved pursuant to **Section 10.3** herein on or before the Milestone Date set for the Date of Achievement of Final Completion in **Section 2.14** herein. If the Date of Achievement of Final Completion is not achieved pursuant to **Section 10.3** herein on or before the Milestone Date set for the Date of Achievement of Final Completion in **Section 2.14** herein, Contractor hereby agrees to

pay CRRA, as rebate, and not as a penalty, and as part of the consideration for awarding this Agreement to the Contractor, the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) per calendar day for each day of delay until the Date of Achievement of Substantial Completion has been achieved (the "Late Final Completion Payments").

ARTICLE 11: GUARANTEES AND WARRANTY

11.1 Guarantees and Warranty

Contractor warrants that the **Task 1** and **Task 2** Services will be performed in accordance with the terms and requirements of this Agreement, all Permits, required approvals, and all Applicable Laws; and the Updated IPC Recyclables System Equipment and other materials furnished hereunder will be new and free of defects in materials and workmanship for a period of twelve (12) months commencing on the Date of Achievement of Final Completion in accordance with **Section 10.3** herein. In the event of a breach of the warranty set forth herein, and upon receipt of notice from CRRA promptly upon CRRA's discovery of such breach, Contractor shall repair, replace, correct and/or reperform the applicable Services at Contractor's sole cost and expense. During Contractor's performance of the foregoing, Contractor shall not unreasonably interfere with the operation of the Updated IPC. The warranty set forth herein shall be exclusive of normal wear and tear. Contractor shall obtain all customary warranties available from subcontractors and the Updated IPC Recyclables System Equipment vendors selected by Contractor or any subcontractor under this Agreement. Such warranties shall be obtained for the benefit of CRRA as well as for Contractor. At CRRA's sole discretion, Contractor shall administer and enforce all such warranties for the benefit of CRRA for the term of such warranties.

Throughout the term of this Agreement, Contractor guarantees that the Updated IPC as upgraded, retrofitted, and constructed by Contractor shall meet the Performance Guarantees set forth in **Exhibit D**. Contractor shall, as a condition of the Date of Substantial Completion Of Updated IPC, demonstrate achievement of the Performance Guarantees for the Updated IPC. If at any time during Contractor's performance under this Agreement the Performance Guarantees as specified in **Exhibit D** are not achieved or maintained by Contractor, then Contractor shall be responsible for all disposal costs of the non-processed Acceptable Recyclables and pay the following liquidated damages:

Contractor agrees that all of the actual damages caused by the failure to meet the Performance Guarantees are not capable of calculation. Accordingly, the Contractor shall pay to CRRA until said Performance Guarantees are achieved a daily lump sum payment as liquidated damages (but not as a penalty) of Three Thousand dollars and 00/100 (\$3,000) dollars for each day the Updated IPC does not achieve the Performance Guarantees.

ARTICLE 12: SURVIVAL OF OBLIGATIONS

All obligations of any party hereto that have accrued as of the expiration or termination of this Agreement, including but not limited to Sections 3.1, 6.1, 8.1, 8.4, 9.12, 9.30, and 11.1 of this Agreement, shall survive such expiration or termination.

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

[CONTRACTOR]

By: _____

Its
Duly Authorized

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

By: _____

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

SCOPE OF SERVICES

SCOPE OF SERVICES

This Scope of Services shall apply to each Task that CRRA has authorized Contractor to perform in accordance with **Section 2.14** of this Agreement. The Contractor shall provide all labor, materials, equipment, tools, supervision, insurance, bonds, and all other items necessary to perform each such authorized Task described herein.

The Contractor shall provide these Services in accordance with **Section 2.3** of this Agreement.

The work and services may be subject to local construction permits and certificates of occupancy. The Contractor is required to determine what permits and approvals are necessary for the work and services. CRRA is responsible for obtaining required environmental approvals from CTDEP. The Contractor must cooperate with CRRA in obtaining such approvals from CTDEP and must provide to CRRA plans and engineering drawings sufficient to secure and maintain the approvals. The Contractor is responsible for obtaining all other required permits and approvals.

The Scope of Services shall consist of the following tasks:

- Task 1: Develop engineering plans and technical specifications;
- Task 2: Construct and implement design plans for the upgrade and retrofit of the IPC;
- Task 3: Operation and maintenance services for the Updated IPC; and
- Task 4: Diversion of all recyclables during construction period.

Each of these tasks is described in detail in the following sections.

1. TASK 1: DEVELOP ENGINEERING PLANS AND TECHNICAL SPECIFICATIONS

Contractor shall proceed with the Task 1 Services upon receipt of the Notice To Proceed With Task 1 Services.

Contractor shall prepare and submit to CRRA a monthly written report that updates the project schedule and describes the progress made on the project and the activities planned for the following month. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

Task 1 services consist of the two following subtasks:

- Task 1.1: Preliminary activities required to support permitting; and
- Task 1.2: Engineering plans and technical specifications,

Each of these subtasks is described in detail in the following sections.

1.1 TASK 1.1: Preliminary Activities Required to Support Permitting

Contractor shall provide support to CRRA in obtaining the necessary approvals from CTDEP to make the changes in the solid waste permit(s) for the Updated IPC proposed by the Contractor and agreed to by CRRA. CRRA is responsible for obtaining from CTDEP the necessary approvals for changes in the solid waste permits(s). The Contractor shall cooperate with CRRA in obtaining from CTDEP plans and engineering drawings sufficient to secure and maintain the approvals.

Contractor shall prepare and provide to CRRA the following:

- (a) An Operations and Maintenance (“O&M”) Plan; and
- (b) Application submittal engineering drawings for the replacement and upgrading of the IPC processing systems and equipment and for modifications of the building at 1410 Honeyspot Road Extension.

The O&M Plan and the application submittal engineering drawings are a required part of the application(s) CRRA must submit to CTDEP. The O&M Plan and the application submittal engineering drawings must conform to the guidance provided by CTDEP in “Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility” (**Attachment J** to the Request for Proposals). Note that the title sheet of the O&M Plan, all plan sheets and the engineering drawings must be stamped and signed by a professional engineer licensed in Connecticut.

Contractor shall submit a draft of the O&M Plan and the application submittal engineering drawings to CRRA within thirty (30) days of the Contractor’s receipt of the Notice To Proceed With Task 1 Services. Within ten (10) days of receipt of the draft O&M Plan and the application submittal engineering drawings, CRRA will submit comments on them to the Contractor. Contractor shall submit a final O&M Plan and final application submittal engineering drawings to CRRA within seven (7) days of receiving comments from CRRA on the draft O&M Plan and the draft application submittal engineering drawings.

CTDEP, as part of its deliberations on the requested changes to the solid waste permits, may require revisions of the O&M Plan and the application submittal engineering drawings. In such a case, Contractor acknowledges and agrees that all comments provided by CTDEP will be incorporated into the O&M Plan, the application submittal engineering drawings and final construction plans.

1.2 TASK 1.2: Engineering Plans and Technical Specifications

Contractor shall develop and prepare engineering plans and technical specifications for the replacement and upgrade of the recyclables systems and equipment and the modification and upgrade of the IPC. Such engineering plans, technical specifications and supporting data shall be prepared in conformance with the following:

- (a) The engineering plans, technical specifications and supporting data shall be prepared in such detail that the geometric and operational features of all

components are clearly defined and provide sufficient information to demonstrate the construction feasibility.

- (b) The engineering plans and technical specifications shall be prepared, stamped and signed by a professional engineer licensed in Connecticut.
- (c) The engineering plans and technical specifications shall be prepared so as to maximize the Updated IPC's overall efficiency and maximize the economic benefit to CRRA from the Updated IPC's operations.
- (d) The recyclables processing systems shall be designed to minimize ambient noise and odor to the maximum extent and to ensure that ambient noise and odor levels do not exceed CTDEP standards.
- (e) Any new processing equipment must be designed for a useful life of twenty (20) years.
- (f) All major pieces of the new equipment and the components of the new equipment must have a proven design and a record of successful full-scale commercial operation.
- (g) The paper processing system must be designed so that it will not have a paper Residue amount that exceeds three percent (3%) of the amount of paper processed. The commingled container processing system must be designed so that it will not have a container Residue amount that exceeds five percent (5%) of the amount of commingled containers processed.

1.2.1 Engineering Drawings

The engineering drawings shall include, but not be limited to, the items listed below:

- (a) Identify in narrative and graphic form the design components proposed for the paper and commingled container processing operations in the Updated IPC;
- (b) Show the most suitable layout of the operation. Specifically, show how the storage and the processing areas for the paper and the commingled container processing operations will be geometrically distributed;
- (c) Show how the proposed traffic pattern for the operation will be accommodated within the available boundaries of the facility;
- (d) Show how the operation will be able to provide the desired operational efficiency;
- (e) Identify if the operation has the ability of being expanded in size to accommodate future growth and activities;

- (f) Show the most suitable layout of the container processing system equipment and the paper processing system equipment;
- (g) Identify the existing equipment that will be totally replaced;
- (h) Provide an evaluation of the existing electrical system and recommend the required revisions to support the operation;
- (i) Identify all of the structural items of the building that will be modified to accommodate the proposed updated recyclables processing operation. Provide sufficient details and computations required to obtain all required permits from the City of Stratford; and
- (j) Show existing and proposed utilities.

1.2.2 Deliverables

- (a) Prior to submission of final construction documents, Contactor shall submit to CRRA for CRRA's review and comment three (3) copies and one (1) reproducible copy of its engineering plans and technical specifications. The engineering plans and technical specifications may be submitted in multiple partial submissions if necessary and reasonable.
- (b) Contractor shall submit to CRRA three (3) copies, one (1) reproducible and one electronic file in AUTOCAD format of the final construction documents. This submission shall include the following components:
 - (1) Design statement – This will consist of a narrative description justifying the final design conclusion;
 - (2) Design plans; and
 - (3) Technical specifications.

2. TASK 2: CONSTRUCT AND IMPLEMENT DESIGN PLANS FOR THE UPGRADE AND RETROFIT OF THE IPC

Upon CRRA issuing to Contractor a Notice To Proceed With Task 2 Services, Contractor shall proceed with the Task 2 Services.

CRRA may, at its sole discretion, direct the Contractor to begin some Task 2 Services (e.g., placing orders for major pieces of equipment) prior to receiving final approvals from CTDEP. If CRRA does so and if the final approvals from CTDEP are such that the Contractor is financially harmed by the Services it was directed by CRRA to undertake, CRRA will reimburse the Contractor.

Utilizing its design plans from Task 1 above, Contractor shall furnish all labor, materials, equipment and incidentals thereto and supervisory work necessary for the container processing

operations in the building at 1410 Honeyspot Road Extension, replacing and upgrading the processing systems and equipment and modifying and upgrading the Updated IPC building.

2.1 Construction Schedule

Prior to the commencement of construction, Contractor shall provide to CRRA a detailed construction schedule. The detailed construction schedule must conform to the milestones established in Section 2.14 of this Agreement.

2.2 Shop Drawings

Contractor shall provide to CRRA completed shop drawings for all planned construction work. Prior to commencement of construction, CRRA and Contractor shall agree on a procedure for submittal of shop drawing to and review of shop drawings by CRRA.

2.3 Acceptance Testing

CRRA and the Contractor will agree on Acceptance Testing that will reasonably demonstrate the capabilities of the new processing equipment. The new processing equipment will be evaluated, at a minimum, on the following criteria:

- (a) System throughput capacity;
- (b) Residue quantity and quality;
- (c) Conformance with environmental permits;
- (d) Conformance with OSHA regulations and worker exposure limits; and
- (e) The proportion of materials recovered and their conformance with marketing expectations.

Two weeks prior to the scheduled start of Acceptance Testing, the Contractor shall prepare and submit a test plan to CRRA for CRRA's review and approval. With CRRA and/or its agent(s) present, the Contractor shall conduct the Acceptance Testing in accordance with the approved test plan. CRRA and/or its agent(s) shall have the right to verify the conduct of the Acceptance Testing pursuant to the test plan. Contractor shall cooperate fully with CRRA and/or its agent(s).

2.4 Staging Area

CRRA may make available to the Contractor an area of the property at 1410 Honeyspot Road Extension that does not interfere with the day to day operations of the Current IPC or the Museum for the Contractor to use for staging its Task 2 Services. Contractor will have to provide detailed plans as to how the area is to be used. CRRA will have to approve in writing the use of any such area prior to Contractor using that area. Contractor will be responsible for providing security, including providing fencing, for the staging area.

2.5 "As Built" Drawings

At the completion of construction activities, Contractor shall provide CRRA "as built" drawings for the Updated IPC. The "as built" drawings shall be stamped by a professional engineer licensed in Connecticut. Contractor shall provide two (2) copies of the "as built" drawings and one electronic file of the drawings in AUTOCAD format.

2.6 Monthly Report and Meeting

Contractor shall prepare and submit to CRRA a monthly written report that updates the project schedule and describes the progress made on the project and the activities planned for the following month. Contractor shall also prepare and submit to CRRA on a monthly basis a Construction Report which explicitly details the status of the construction plans and actual construction progress. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

3. TASK 3: OPERATION AND MAINTENANCE SERVICES FOR THE UPDATED IPC

Beginning on the Date of Achievement of Substantial Completion of the Updated IPC, Contractor shall proceed with Task 3 Services.

3.1 General Responsibility

At Contractor's sole cost and expense, the Contractor shall operate and maintain the Updated IPC and all equipment contained therein. The Contractor shall be responsible for all activities within the Updated IPC including operating and maintaining the recycling systems, providing management, supervision, personnel, labor, materials, equipment, services and supplies necessary to operate, maintain and repair the Updated IPC. In accordance with operating permits, best industry practices, and the annual maintenance plan developed by the Contractor, the Contractor shall perform (or cause to be performed) maintenance and repairs of the Updated IPC and other facilities that constitute appurtenant facilities of the Updated IPC. The Contractor shall be solely responsible for the clean, orderly and efficient operation of the recyclables processing systems.

3.2 Utilities

The Contractor shall solely pay all costs for utilities and maintenance of utilities associated with Updated IPC operation, management, and maintenance. The Contractor shall be solely responsible for all such utility services, including, but not limited to, electric, HVAC, water and telephone services.

3.3 Security

The Contractor shall be solely responsible for security within the Updated IPC during construction and operation and for all liabilities incurred therein or associated therewith.

CRRA will provide and maintain a contract for an electronic security system of CRRA's choosing at the Updated IPC. The Contractor shall repair any damage to such system. The Contractor will be responsible for site security; which may include, but not be limited to, engaging the alarm system daily and securing the property by closing and locking the entry gates. The Contractor shall provide CRRA a personnel listing for the Updated IPC.

3.4 Sprinkler System

CRRA shall maintain the fire sprinkler system which serves the Updated IPC.

3.5 Equipment Operation

Equipment shall be operated only by personnel with valid State of Connecticut Operator's Permits appropriate for the equipment in use.

3.6 Ventilation and Noise

Work areas must be properly ventilated and ambient noise minimized as required by OSHA standards.

3.7 Hours of Operation

[To be inserted prior to execution of the Agreement and to be determined by Contractor and CRRA based on Contractor's proposal.]

3.8 Public Viewing

The Updated IPC is open to public viewing (via an elevated, enclosed viewing platform) on a regular basis for educational and promotional purposes and, therefore, must be maintained in a clean and orderly manner.

3.9 Scales

The scales at the Updated IPC shall be operated by CRRA and/or agents of CRRA. The scale house equipment at the Updated IPC includes computer weighing and recording systems that shall be operated and maintained by CRRA, except for any maintenance or replacement activity required as a result of Contractor fault. The Contractor shall cooperate and work with CRRA staff and/or CRRA agents to perform daily calibration checks of the Updated IPC scales including but not limited to using Contractor's equipment as a weight measure.

All inbound and outbound materials at the Current IPC/Updated IPC shall be weighed at the CRRA's scales by CRRA and/or the CRRA operator.

The Contractor shall reconcile market weights with CRRA scalehouse weights on a monthly basis.

3.10 Delivery of Recyclables

CRRA guarantees the delivery of the Minimum Commitment of recyclables to the Contractor as specified in Section 2.11 of the Agreement.

3.11 Processing Time

All materials delivered to the Updated IPC must be processed within 48 hours of arrival.

3.12 Additional Recyclables

Delivery of any additional amounts of recyclables from municipalities that are not members of the Bridgeport Project or from non-residential sources requires specific approval by CRRA.

3.13 Inspections and Enforcement

CRRA has sole administrative responsibility over an Inter-Communal Agreements currently in effect with approximately nineteen (19) Connecticut municipalities to deliver their Acceptable Recyclables to the Updated IPC. CRRA shall have the sole responsibility to enforce all provisions of this Agreement against the municipalities and CRRA shall be able to exercise its enforcement powers against the municipalities at CRRA's sole and absolute discretion.

Shipments to the Updated IPC must conform to the terms of CRRA's Bridgeport Permitting, Disposal and Billing Procedures, as amended from time to time by CRRA, in accordance with Section 2.18 of the Agreement and at CRRA's sole and absolute discretion. See Exhibit L attached hereto and made a part hereof. In addition, Contractor agrees to design and construct the Updated IPC so the Updated IPC accommodates and conforms to the terms of the revised Bridgeport Delivery Policy And Other Delivery Rules attached hereto as Exhibit M and made a part hereof. CRRA shall have sole responsibility for enforcement activities at the Updated IPC. The Contractor shall cooperate with and assist CRRA in those activities. From time to time and at CRRA's discretion, CRRA shall inspect recyclables delivered to the Updated IPC. The Contractor shall direct Acceptable Recyclables for deposit into the appropriate containers.

On a day to day full-time basis, Contractor shall be solely responsible to inspect all loads of recyclables delivered to the Updated IPC. Contractor shall identify any significant amounts of Unacceptable Recyclables in the incoming Updated IPC waste stream. Upon prompt notification from Contractor of any foregoing significant amounts of Unacceptable Recyclables, CRRA shall inspect the load containing Unacceptable Waste and make a determination if Contractor should segregate said load of Unacceptable Waste. For Unacceptable Recyclables hauled to the Updated IPC through no fault of Contractor that are rejected by CRRA, the Contractor, at CRRA's direction, shall reload the rejected Unacceptable Recyclables and have it removed from the Updated IPC and delivered to a properly permitted disposal facility designated by CRRA, provided that in no case shall Contractor be responsible for handling or loading of Hazardous Waste. CRRA shall issue a

Notice of Violation (“NOV”) to any Haulers that deliver Unacceptable Recyclables to the Updated IPC on CRRA forms.

3.14 Property and Equipment Maintenance

The Contractor shall provide an annual plan for maintaining the Updated IPC. The Contractor shall prepare and submit to CRRA semi-annual and annual maintenance reports for the Updated IPC. The Contractor shall maintain and repair property and equipment in accordance with the annual maintenance plan, best industry practices, and manufacturers’ standards. Should the Contractor require additional equipment or replacement equipment at any time during the term of this Agreement, such additional equipment shall be provided by the Contractor at its sole cost and expense.

At CRRA’s sole discretion, CRRA reserves the right to conduct mechanical, safety, environmental, and code evaluations and inspections of the Updated IPC, but CRRA shall not unreasonably interfere with Contractor’s operation of the Updated IPC or with Contractor’s employees, contractors or agents, and CRRA shall be responsible for any damage to the Updated IPC caused by its employees, contractors or agents.

The Contractor shall employ predictive and preventive maintenance programs, enforce existing equipment warranties, and maintain all warranties on equipment.

The Contractor shall maintain at the Updated IPC accurate and complete records of all such maintenance activities performed and shall make such schedule and records available to CRRA for inspection and audit with reasonable advance notice.

3.15 Building and Grounds Maintenance

The Contractor shall perform all building and grounds maintenance within and in areas immediately adjacent to the Updated IPC. Such maintenance shall include, but not be limited to, sweeping the interior of the Updated IPC and the maneuvering parking area.

CRRA shall control and be responsible for all other areas of the building and grounds. CRRA shall provide for lawn maintenance and snow plowing.

3.16 Notification of Injuries and Damage

The Contractor shall notify CRRA immediately of any and all injuries to persons and of all damage caused to the Updated IPC and equipment. The Contractor shall replace property damaged or made unavailable due to loss, theft, abuse, or the Contractor's failure to provide adequate repairs or comply with the maintenance plan or best industry practices, or for any other reason.

3.17 Updated IPC Alterations, Modifications, and Operating Improvements

CRRA reserves the right to require the Contractor to perform capital and/ or operating improvements or services not otherwise included in the Scope of Services. In such events, the Contractor shall be entitled to reasonable compensation for such additional

improvements or services. The Contractor may not alter or modify the Updated IPC without the prior written approval of CRRA. In reviewing any such request for approval, CRRA reserves the right to deny any such approval for any reason. CRRA reserves the right to perform capital and/or operating improvements or services at the Updated IPC on its own behalf.

3.18 Tanks and Drainage Structures

3.18.1 Stormwater

- CRRA has held and will continue to hold the registration for stormwater discharges from the Updated IPC under the “General Permit for the Discharge of Stormwater Associated with Industrial Activity” (Permit No. GSI000814). The Contractor is responsible for inspection, housekeeping and maintenance activities in Updated IPC areas associated with Contractor’s operations (including loading and unloading areas). Contractor will also conduct annual stormwater training of all employees (CRRA will provide the training materials. CRRA is responsible for all other activities associated with the general permit including, but not limited to, comprehensive site compliance evaluations, employee stormwater training and maintenance and cleaning of stormwater structures. CRRA is solely responsible for stormwater activities related to the scales.

3.18.2 Sanitary Sewer

Discharges to the sanitary sewer from inside the Updated IPC building are governed by the “General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater.” Because the discharge from the Updated IPC is less than 500 gallons per day, CRRA is not required to register the discharge under the General Permit, but the requirements of the General Permit apply to the discharge. The Contractor is responsible for discharges to the sanitary sewers and compliance with the requirements of the General Permit.

3.19 Pest Control

The Contractor shall maintain, at all times, a contract for on-going pest control and extermination services for the Updated IPC with a licensed pest control company.

3.20 Litter

The Contractor shall keep the Updated IPC and adjoining property and roadways litter free and shall, at a minimum, remove litter and debris daily from the Updated IPC and any adjoining property or roadways. The Contractor shall submit a plan to CRRA describing how it will eliminate the presence of any litter at or near to the Updated IPC that is the result of recycling activities.

3.21 Clean-Up

The Contractor shall clean-up all spillage of Acceptable Recyclables. The interior of the Updated IPC shall be swept down at least on a daily basis. The Contractor shall also maintain the drains, sewer grates, traps, and gutters inside the Updated IPC clean and free of debris.

3.22 Personal Protective Equipment

The Contractor shall provide its equipment operators and other personnel working around the Updated IPC buildings and maintenance garages with any and all appropriate personal protective equipment, in accordance with applicable law. The Contractor shall maintain at the Updated IPC any and all required safety plans, training documentation, and material safety data sheets, as may be necessary.

3.23 Equipment Failure

Subject to the provisions of Article 7 of the Agreement, operational failure of the Contractor's equipment, including labor strikes, or any other cause, will not release the Contractor of its responsibility to accept and process Acceptable Recyclables during the contract period on a continual basis. All costs involved in complying with this requirement shall be the Contractor's responsibility.

3.24 Disposal of Unacceptable Waste

The Contractor is solely responsible for the proper disposal of all non-recyclable materials. This shall include in-coming contaminated recyclables and Residue from the recyclables processing operations.

3.25 Disposal of Residue

The paper processing system is not intended to have a paper Residue amount that exceeds three percent (3%) of the amount of paper processed. The commingled container processing system is not intended to have a container Residue amount that exceeds five percent (5%) of the amount of commingled containers processed. The Contractor will dispose of Residue in amounts of 3% or less for paper and 5% or less for commingled containers with CRRA pre-approval at the disposal facility of the Contractor's choice. Contractor must pay all disposal costs and must reimburse CRRA for any lost revenue due to Residue in excess of the allowed percentages.

3.26 Marketing of Products

The Contractor shall be responsible for marketing and have the right to market the recovered materials at the Current IPC/Updated IPC and shall be responsible for transporting these materials to market. However, CRRA reserves the right to obtain market proposals itself with 30 days advance notice to the Contractor. If CRRA's marketing efforts obtain better prices than are obtained by the Contractor's efforts, CRRA shall be entitled to any differential between the revenue amount generated by the

Contractor's marketing efforts and the revenue amount generated by CRRA's marketing efforts. Contractor is obligated to provide monthly market updates on each commodity, including long and short term market strategies for commodities, including long and short term market strategies for commodities with decreasing or negative prices.

3.27 Permit Related Issues

If a regulatory agency of the State of Connecticut issues a Notice of Violation to CRRA or revokes a permit issued to CRRA because of the Updated IPC's operations associated with the Contractor's responsibilities, the Contractor shall promptly address any such matter and promptly reimburse CRRA any and all costs incurred as a result, including any appropriate liquidated damages.

3.28 Emergency Response

The Contractor shall manage all emergencies occurring on the site. In the event of any emergency, such as a fire, explosion, or radiation detection, the Contractor shall immediately contact CRRA with notification of the occurrence. CRRA will provide direction for the occurrence if applicable.

3.29 Complaints, Inquires and Requests

The Contractor shall direct any and all complaints, inquires, or any other written or oral requests regarding the Updated IPC to CRRA. The Contractor shall provide and maintain a list of a contact person for the Updated IPC for CRRA.

3.30 CRRA Access

CRRA and its agents reserve the right to enter the premises of the Updated IPC at any time for any purpose. CRRA and its agents may inspect the source of Acceptable Recyclables delivered to the Updated IPC and observe any and all activities of the Contractor.

3.31 Notification of Petroleum, Chemical or Hazardous Materials Releases

Contractor shall ensure that any release of a chemical, petroleum product or other hazardous material is reported on a timely basis to appropriate local, state and federal agencies and organizations in accordance with, but not limited to, 40 CFR Part 302, 40 CFR Part 355 and CGS 22a-450. Contractor shall also immediately notify CRRA of any such release.

3.32 Other Activities

The Contractor shall not allow others to conduct, or conduct itself, any activity at the Updated IPC not specifically approved and authorized by CRRA in writing.

3.33 Determination of Amounts of Recyclables

The weight of Acceptable Recyclables delivered to the Current IPC/Updated IPC, either directly from municipalities or indirectly from the Transfer Stations that receive Acceptable Recyclables, shall be determined in bound by the scale at the Current IPC/Updated IPC.

3.34 Monthly Report and Meeting

Contractor shall prepare and submit to CRRA a monthly written report on a form substantially as presented in Exhibit K. The report shall detail the prior month's operations and maintenance activities, including but not limited to, the following: (i) specify the number of tons of Acceptable Recyclables delivered to the Contractor at the Current IPC/Updated IPC; (ii) details of the amount of commodities marketed and the prices received for said marketed commodities; (iii) details of any repairs made to or replacement of equipment performed on the Updated IPC; and (iv) and other related financial information. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

4. TASK 4: DIVERSION OF ALL RECYCLABLES DURING CONSTRUCTION PERIOD

During the construction period when the Contractor is replacing and upgrading the recyclables processing systems and modifying and upgrading the Updated IPC, the Contractor shall be responsible for all of the costs of diverting all recyclables which cannot be accepted at the Updated IPC due to the construction activities to properly permitted facilities. Any delays in construction that impact diversion shall be the financial responsibility of the Contractor.

Any facility to which recyclables are diverted must be a currently permitted facility operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements and any other such requirements. Prior to diverting recyclables to any facility, Contractor shall provide CRRA with written evidence of Contractor's authorization to process recyclables at the facility. If CRRA, at its sole and absolute discretion, deems the evidence to be satisfactory and so notifies the Contractor, the Contractor may divert recyclables to the subject facility. At CRRA's sole discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the facility to which recyclables are to be diverted to allow CRRA or its agent(s) to inspect the facility at any time during the term of this Agreement.

5. LICENSES AND PERMITS

All licenses and permits necessary for the performance of work and services under this Agreement shall be obtained and maintained by the Contractor, except for CTDEP permits for the construction and operation of the Updated IPC and other CTDEP environmental permits. Licenses, permits, or certifications for which the Contractor is responsible may include, but are not limited to, the Public Weighers License and the CTDEP Solid Waste Facility Operators Certificate appropriate for a recycling facility. The revoking of the Contractor's licenses and permits by the State of Connecticut, local municipality or any other governing agency, shall not relieve the Contractor from its responsibility for performing the work under this Agreement. The

Contractor shall pay for any costs and fines associated with noncompliance of the permits as a result of the Contractor's actions, including, but not limited to administrative fees, corrective actions, and attorneys' fees.

CRRA shall maintain each applicable CTDEP permit for the Updated IPC. CRRA shall be responsible for renewal of each CTDEP permit. The Contractor shall make information available, as needed, to support maintenance and renewal of such permits. If the Contractor requests a modification to an Updated IPC permit, CRRA shall review the request and submit any requests it finds acceptable to CTDEP. Should CRRA approve any such requests, the Contractor shall pay for all costs associated with the modification application, as well as the regulatory review.

CRRA shall submit any reports required as a result of the CTDEP Updated IPC permits, including all operational reporting information and annual operations reports.

EXHIBIT B

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

CONTRACTOR'S MONTHLY PAYMENT TO CRRA

Contractor's Per Ton Monthly Payment

Contractor will provide CRRA with a guaranteed per ton payment for every ton that is delivered to the Updated IPC.

Contractor's Per Ton Monthly Payment: \$ _____

Contractor's Revenue Sharing Payment

The Contractor shall also share equally with CRRA revenue generated by sales of the following commodities above the revenue sharing prices. Contractor may also submit an alternate fixed price option for any or all commodities. Contractor shared pricing is specified in the following table:

Commodity	Revenue Sharing Price	FIXED SHARING PRICE
ONP #6 (New York High) (represents all shipments of loose fiber)		
ONP #8 (New York High)		
OCC #11 (New York High)		
(May be expanded for Commercial Paper grades)		
Ferrous		
Aluminum		
Aluminum Foil		
Plastic – PET		
Plastic – HDPE Natural		
Plastic – HDPE Pigmented		
Glass – Flint or Clear		
Glass – Amber or Brown		
Glass – Green		
Glass – Mixed		
Aseptic Packaging		
Description Other: _____		
Description Other: _____		
Description Other: _____		
Description Other: _____		

EXHIBIT C

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

PERFORMANCE BOND/LETTER OF CREDIT

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

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OWNER (Name and Address):

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

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Agreement for Design, Upgrade, Retrofit, and Operation/Maintenance Services for the Stratford Intermediate Processing Center 1410 Honeyspot Road Extension Stratford, Connecticut

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO PERFORMANCE BOND

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

of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

LETTER OF CREDIT

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

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

Gentlemen:

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

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

Drafts must be accompanied by a certified statement from the Beneficiary that [name of Contractor] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Operation And Maintenance Of The Hartford Landfill Groundwater Flow Control System Agreement between [name of Contractor] and CRRA, dated as of [Date].

Partial drawings hereunder are permitted.

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

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

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing

Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

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

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

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

Very truly yours,

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

EXHIBIT D

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

GUARANTY

GUARANTY

This Guaranty made and dated as of _____, 2007 (the "Guaranty") from [**Contractor**], a corporation duly organized and existing under the laws of the State of Connecticut (the "Guarantor"), to the **CONNECTICUT RESOURCES RECOVERY AUTHORITY** (the "CRRA"), a public instrumentality and political subdivision of the State of Connecticut (the "State").

WITNESSETH

WHEREAS, the CRRA intends to enter into an Agreement For Design, Upgrade, Retrofit, And Operation/Maintenance Services For The Stratford Intermediate Processing Center with [Contractor] ("Company") dated as of _____, 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:

1. REPRESENTATIONS AND WARRANTIES

1.1 Section 1.1. Guarantor Representations and Warranties

[Contractor], as Guarantor, hereby represents and warrants that:

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

- (c) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.
- (d) 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.
- (e) 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.
- (f) The Guarantor is familiar with the terms of the Agreement and consents to the terms thereof.

2. GUARANTY

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

The Guarantor hereby unconditionally and irrevocably guarantees to the CRRA the full and prompt performance by the Company of all of the Company's obligations under the Agreement in accordance with its terms and conditions, including any obligation to pay damages, under the Agreement, including all amendments and supplements thereto.

2.2 Guaranty Absolute and Unconditional

The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any modification of the Agreement, 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 CRRA, (b) the failure of the CRRA 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 CRRA may attempt to obtain, (d) the lack of prior

enforcement by the CRRA of any rights against any person (including the Company) or in any property, (e) the dissolution of the Company, or (f) any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the CRRA 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 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 agrees that its liability hereunder for the obligations of the Company under the Agreement shall not be affected by any modification, limitation or discharge of the obligations of the Company or the Guarantor that may result from any such proceeding. This Section 2.2 shall not constitute a waiver of any rights of the Company under the Agreement.

2.3 Waivers by the Guarantor

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

2.4 Agreement to Pay Attorney's Fees and Expenses

The Guarantor agrees to pay to the CRRA 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 CRRA to enforce such performance.

2.5 Consent to Assignment

It is understood and agreed that all or any part of the right, title and interest for the CRRA in and to this Guaranty may be assigned by the CRRA to a trustee or other lender. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee or other lender, acting under the aforesaid assignment and in accordance with this

Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

3. SPECIAL COVENANTS

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

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

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

3.2 Assignment

Without the prior written consent of the CRRA, this Guaranty may not be assigned by the Guarantor, and any such assignment without such written consent shall be void, except as provided in Section 3.1 hereof.

3.3 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 on 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 such 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 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 against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

4. MISCELLANEOUS

4.1 Binding Effect

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

4.2 Amendments, Changes and Modifications

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

4.3 Execution in Counterparts

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

4.4 Severability

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

4.5 Captions

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

4.6 Governing Law

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

5. TERM OF GUARANTY

5.1 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.

SEAL

[Contractor]

By: _____
Name: _____
Title: _____

Accepted and agreed as of the
____ day of _____, 2007.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT E

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

**PERFORMANCE GUARANTEES OF UPDATED
IPC**

PERFORMANCE GUARANTEES OF UPDATED IPC

Contractor shall accept and process in accordance with the terms of this Agreement all Acceptable Recyclables delivered to the Contractor by CRRA or its agents to the Updated IPC, the Transfer Stations, or any other location mutually agreed upon by CRRA and Contractor. In addition, the Updated IPC shall achieve the following throughput performance guarantees throughout the term of the Agreement:

- (a) Paper – 350 tons per processing day.
- (b) Containers – 210 tons per processing day.

Notwithstanding Contractor's disposal and payment obligations under **Section 3.25** of **Exhibit A** herein, Contractor's processing of Acceptable Recyclables shall not generate more than the following Residue rates in achieving the above throughput performance guarantees:

- (a) Paper Residue not to exceed Five (5%) per cent.
- (b) Container Residue not to exceed Ten (10%) per cent.

EXHIBIT F

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

ACCEPTANCE TEST CRITERIA

ACCEPTANCE TEST CRITERIA

[Acceptance Test Criteria will be negotiated between CRRA and the successful Proposer based on the characteristics of the proposed processing system. The negotiated Acceptance Test Criteria will be inserted in this section.]

EXHIBIT G

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

HOURLY RATES

HOURLY RATES

[The Hourly Rates associated with the Connecticut Prevailing Wage Requirements will be obtained by CRRA from the Connecticut Department of Labor and inserted in this section prior to approval of the Agreement.]

EXHIBIT H

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

PAYROLL CERTIFICATION FORM

PAYROLL CERTIFICATION FORM

[The Payroll Certification Form associated with the Connecticut Prevailing Wage Requirements will be obtained by CRRA from the Connecticut Department of Labor and inserted in this section prior to approval of the Agreement.]

EXHIBIT I

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

CONTRACTOR'S WAGE CERTIFICATION FORM

CONTRACTOR'S WAGE CERTIFICATION FORM

[The Contractor's Wage Certification Form associated with the Connecticut Prevailing Wage Requirements will be obtained by CRRA from the Connecticut Department of Labor and inserted in this section prior to approval of the Agreement.]

EXHIBIT J

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

[SAMPLE] MONTHLY REPORT

[SAMPLE] MONTHLY REPORT

(To be submitted 7th day following the last day of the month)

1. Total Incoming Tons

Combined Container/Paper Tons: _____

2. Monthly Per Ton Payment Amount: \$ _____

3. Total Amount Payable to CRRA: \$ _____

4. Commodity Revenue Schedule

Commodity	Tons Shipped	Price Per Ton	Gross Revenue	Freight	Net Revenue
ONP #6 – or Loose					
ONP #8					
OCC #11					
Commercial Paper Grades					
Ferrous					
Aluminum					
Aluminum Foil					
Plastic – PET					
Plastic – HDPE Natural					
Plastic – HDPE Pigmented					
Glass – Flint or Clear					
Glass – Amber or Brown					
Glass – Green					
Glass – Mixed (1)					
Aseptic Packaging					
C3MC Cullet					

5. Residue Tons

Fibers: _____

Containers: _____

6. Residue tons as percent of total shipped tons: _____

7. Residue Disposal Costs

(Note: To be disposed at \$0 at the Mid-Ct WPF provided that the total residue tons are equal to or less than 3% of total Paper tons received and equal to or less than 5% of total Containers received)

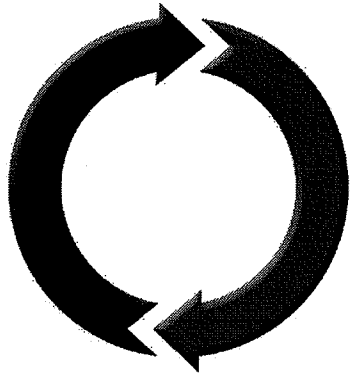
Transportation and handling costs per ton: _____

EXHIBIT K

To

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

**BRIDGEPORT PROJECT PERMITTING,
DISPOSAL AND BILLING PROCEDURES**



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

BRIDGEPORT PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective July 1, 2004

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

approved by the Authority in accordance with these procedures for disposal at any of the Waste Facilities or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

- (b) **“Account”** shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use the Facilities and the services in connection therewith.
- (c) **“Authority”** or **“CRRA”** shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- (d) **“Bulky Waste”** shall mean construction, demolition and/or land clearing debris.
- (e) **“By-Pass Waste”** shall include Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.
- (f) **“Designee”** shall mean
 - (1) in the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) in the case of the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (g) **“Facility”** shall mean the Authority's Bridgeport resources recovery facility located at 8 Howard Avenue in Bridgeport, Connecticut.
- (h) **“Facilities”** shall mean the Waste Facilities.
- (i) **“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated hereunder, (b) defined as hazardous waste in Section 22a-115 of the Connecticut General Statutes, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated hereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605; (e) and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are

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

- (j) "**Landfill**" shall mean any real property used by any Participating Municipality and the Authority for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, Special Waste and residue from the processing and/or incineration of Acceptable Solid Waste at the Facility.
- (k) "**Member Municipality**" shall mean a Municipality that has contracted with the Authority for waste management services.
- (l) "**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 any of the Facilities.
- (m) "**Municipal Solid Waste Management Services Contract**" or "**MSA**" shall mean the contract between the Authority and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste generated by the Participating Municipality within its boundaries.
- (n) "**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 six (6) feet by seven (7) feet, including but not limited to the following:
 - (1) Household furniture, chairs, tables, sofas, mattresses, appliances and rugs;
 - (2) Individual items such as blocks of metal that would in the Authority's sole discretion and determination cause damage to the Waste Facilities if processed and/or incinerated therein;
 - (3) Bathroom fixtures, such as toilets bathtubs and sinks;
 - (4) 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; and
 - (5) Any other Acceptable Solid Waste deemed by the Authority in its sole discretion to be Non-Processible Waste.
- (o) "**Operator**" or "**Operators**" shall mean the organization or personnel in such organization under contract with the Authority for the operation of any of the Facilities.

- (p) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with the Authority for the processing and disposal of Acceptable Solid Waste at the Facilities.
- (q) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to the Authority and have been authorized to use the Facilities by the Authority.
- (r) **“Permit Number”** shall mean the vehicle identification number assigned by the Authority to a Permittee’s waste transportation vehicle for use at the Facilities.
- (s) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (t) **“Project”** shall mean the Facilities constituting the Authority's Bridgeport Project.
- (u) **“Recyclables”** shall mean those items to be received in a commingled or segregated state and processed at the IPC, to include, and only include, segregated newspaper and cardboard, junk mail and magazines, co-mingled glass food and beverage containers, metal food and beverage containers, Plastic Containers, and such other items to be designated by SWEROC and the Authority and consented to by Vender, which consent shall not be unreasonable withheld. Such other items may include, but not be limited to, office paper and computer paper. In no case shall “Recyclable” be deemed to include any material or substance defined as a Hazardous Waste.
- (v) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.
- (w) **“Transfer Station”** shall mean any of the following facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal: the Authority's solid waste transfer stations located in Greenwich, Darien, Norwalk, Westport, Fairfield, Trumbull and Milford.
- (x) **“Unacceptable Waste”** shall include:

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

1.2 Preamble

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

1.3 General Principles of Interpretation

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

2. PERMITTING

2.1 Permit Application

- (a) These procedures constitute the Authority's minimal requirements for use of the Facilities. The Operators and each Participating Municipality having jurisdiction over any of the Facilities may have or impose additional requirements for such use, all of which requirements must be met and complied with by each applicant and Permittee hereunder. In the event that any provisions of these procedures conflicts with any such additional requirements, the more stringent requirement will control and prevail, and to the extent such more stringent requirement is not set forth in these procedures, it shall be deemed to be incorporated by reference and made a part of these procedures as if it had been fully set forth herein.
- (b) 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.

(c) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to:

- (1) The identification of each vehicle owned, leased or operated by the applicant or its 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 the Authority all documents attached to the permit application, including but not limited to:

- (1) A Solid Waste Delivery Agreement (if applicable);
- (2) An Attestation Agreement;
- (3) An Indemnification Agreement;
- (4) Credit Agreement; and
- (5) A security deposit in the form and amount acceptable to the Authority or any other document required by the Authority at the Authority'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 the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority's Designee in any matter affecting the orderly operation of the 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 the Authority or the Authority's Designee 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 the Authority 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 the Authority.

- (b) At its sole and absolute discretion, the Authority may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If Permittee submits to the Authority 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 the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit to the Authority a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.
- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, the Authority 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 the Authority, applicant has paid to the Authority the applicable permit fees and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) All of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator and as designated by the Authority;
 - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number displayed shall be denied access to the Facility.

- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by the Authority on an annual basis. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by the Authority until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, the Authority may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdowns and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and 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, the Authority and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with the Authority 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 the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to the Authority pursuant and subject to the above procedures set forth in this Section 2.
- (b) 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 the Authority in writing of the lost or stolen permit.
- (d) Permittee shall give the Authority advance written notice of any changes in such Permittee's business operation that would have a material 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 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 the Authority an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
- (1) Name the Authority as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;
 - (3) Provide for not less than thirty (30) days' prior written notice to the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
 - (4) Hold the Authority free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that the Authority may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key

Rating Guide of A-or better, or otherwise deemed acceptable by the Authority in its sole discretion.

- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to the Authority documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
- (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then the Authority may in its sole discretion deny such Permittee any further access to the 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) The Authority 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 the Authority, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, 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) the Authority, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse the Authority for damage to property of the Authority caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

Each Permittee shall deliver Acceptable Solid Waste to those Waste Facilities designated by the Authority, or as otherwise allowed pursuant to a Bridgeport Solid Waste Delivery Agreement executed by the Authority and the Permittee.

4.2 Access to the Facility

Access to the Facility by vehicles delivering Acceptable Solid Waste from outside the City of Bridgeport shall be by State Highway or Interstate Highway entrances to I-95 and proceeding to I-95 off-ramps closest to the destination. From the off-ramps, vehicles shall use only roads that access the Facility. Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.3 Temporary Emergency Access to the Facility

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

4.4 Hours for Delivery

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

4.5 Disposal Procedures

- (a) Subject to any terms and conditions that the Authority may require, the Authority may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site.
- (b) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities. Only vehicles with back-up lights and audible warning signals that are properly functioning and 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) All vehicle traffic will be directed by the Operator.
- (e) 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.
- (f) The speed limit on all roadways of the Facilities is 15 m.p.h., unless otherwise posted.
- (g) When directed, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (h) 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, the Authority and its agents, employees or Operators may choose to reload the Unacceptable Waste back on to the offending vehicle. In connection therewith, the Authority 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. The Authority may impose a reloading charge of one thousand (\$1,000.00) dollars for each subsequent violation. The Authority 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, the Authority 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 the Authority 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.
- (i) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (j) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (k) Roll-off boxes shall not be turned around on site.

- (l) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) Drivers who wish to hand clean their truck blades must do so in areas designated by the Operators.
- (o) Upon the direction of the Operators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (p) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (q) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (r) No loitering is permitted at any of the Facilities.
- (s) 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.
- (t) At all times while on Facilities' premises, the drivers shall comply with the Operator's instructions.
- (u) Other procedures for the Facilities may be promulgated over time by the Authority and when issued must be strictly obeyed.
- (v) 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 the Authority to the appropriate authorities.

4.6 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 the Authority and/or the scale operator as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

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

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by the Authority only if the following criteria are met:
 - (i) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
 - (ii) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
 - (iii) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
 - (iv) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (v) 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.

- (vi) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by the Authority and payable as follows: The Authority shall issue an invoice to each Permittee, at a minimum, 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 the Authority.

5.2 Liability for Payment of Invoices

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

5.3 Past Due Invoices

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

5.4 Miscellaneous

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

Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

5.5 Return Check Policy

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

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to the Authority. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment shall be considered or made by the Authority for the disputed charge(s) until notice is 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 the Authority hereunder, the Authority may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix A attached hereto for examples of violations and their applicable sanctions but this is not a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, then the Authority may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/Recycling Director.
- (c) The Authority may in its sole discretion reduce the sanctions authorized in Appendix A if the Authority determines that the circumstances involving the offense warrant such reduction.

- (d) In addition to any other violations of these procedures, sanctions shall be imposed by the Authority for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority for the delivery of Acceptable Solid Waste by Permittee to the Project;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality; and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.7 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, then the Permittee's record may be considered clear and any subsequent violation after the six (6) month period may be considered the Permittee's first violation.

6.2 Appeal Process

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

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

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information ("Permittee/Hauler Information") that would contest the Incident Report, Hauler/Permittee must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the Permittee/Hauler Information.
- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence which contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.

- (f) The Appeal Committee shall consist of three (3) members: CRRRA Director of Operations or designee, CRRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRRA 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 CRRRA Headquarters. CRRRA 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 Consistency with Municipal Solid Waste Management Services Contract

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

7.2 Governing Law

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

APPENDIX A

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

Notes:

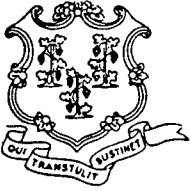
1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list of **Types** does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended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

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

**ATTACHMENT A
PLANS AND DRAWINGS**

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

**ATTACHMENT B
CTDEP PERMITS**



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PERMIT TO CONSTRUCT

Pursuant to Section 22a-208a of the Connecticut General Statutes (CGS) and Section 22a-209-4 of the Regulations of Connecticut State Agencies (RCSA), Permit to Construct No. 1380127 issued on October 19, 1990, by the Commissioner to Fairfield County Recycling Inc. to construct a regional solid waste intermediate processing center ("Facility"), located at 1410 Honeyspot Rd. Ext., Stratford, CT., IS HEREBY AMENDED AND TRANSFERRED to Connecticut Resources Recovery Authority ("Permittee").

Specifically, the new Permittee is authorized to construct minor modifications to the proposed intermediate processing center. The documents listed in condition No.2 form the basis for the issuance of this document.

This new Permit to Construct is replacing the original Permit to Construct No. 1380127 issued on October 19, 1990, which becomes void.

TERMS AND CONDITIONS

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

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

"Department" means the Department of Environmental Protection.

"Processing" means the practice by which either the physical characteristics of a recyclable material are being altered, or the volume is being reduced through separating, baling, shredding, crushing, grinding, chipping, compacting or reworking as part of the recycling operation.

"Operation" means operation of the Facility, including operation for purposes of start-up, shakedown or performance testing.

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

"Residue" means all solid waste, other than final products, remaining after handling and processing of the incoming waste stream.

(Printed on Recycled Paper)

165 Capitol Avenue • Hartford, CT 06106

An Equal Opportunity Employer

"Bypass waste" means any received solid waste defined as acceptable waste in the Facility's Operation and Management Plan, which is not processed at the Facility for any reason and which must be disposed of at another permitted solid waste facility.

- 2). Except as provided in condition No.9, the Facility shall be constructed and modified in accordance with the following documents:
 - A copy of a joint CRRA/FCRI letter dated October 17, 1991, requesting the transfer.
 - A copy of the Kelepecz/CRRA Warranty Deed agreement, dated June 27, 1991.
 - A set of 37 revised drawings, submitted with a letter dated May 14, 1992.
 - A revised Operation and Management Plan, dated December 1992.
- 3). The Permittee shall be responsible for the operation of the Facility. Operation of the recycling Facility shall be limited to Monday through Friday 7 a.m. - 5 p.m., unless otherwise approved by the Commissioner. Additional scheduled Saturdays and/or second shifts may be allowed if requested and approved by the Department. The Facility shall consist of: two (2) truck scales and one (1) scalehouse; an approximately 60,000 sq.ft. enclosed building housing: offices, an educational center, two tipping floor areas, indoor storage areas for final processed materials, two waste processing areas for paper/cardboard and commingled glass, metal and plastic containers, and fixed and mobile equipment, together capable of processing for recycling purposes only solid waste as defined in the Facility's Operation and Management Plan.
- 4). The Permittee shall process at the Facility no more than 250 tons/day of solid waste as defined in the Facility's Operation and Management Plan. The Permittee shall apply for and obtain a written authorization from the Commissioner to exceed this limit.
- 5). Storage of incoming solid waste at the Facility shall conform to Section 22a-209-10(d) of RCSA, shall be limited to the tipping floor areas and shall not exceed 500 tons. Such storage shall be in conformance with proper fire control measures. Storage of residue and processed recyclable materials shall take place only in covered containers located in designated areas within the Facility.
- 6). Only presegreated mutually non-contaminating materials shall be accepted for processing. Waste other than designated recyclables as defined in Section 22a-241b-1 of RCSA shall not be accepted, processed, disposed or stored at this facility without prior approval of the Commissioner.
- 7). The Permittee shall notify the Department when the Facility's construction is substantially completed and the Facility is ready for inspection by a Commissioner's representative.

8) The Permittee shall maintain daily records as required by Section 22a-209-10(m) of RCSA and Sections 22a-208e and 22a-220 of CGS. The Permittee, upon commencement of Facility's operation shall prepare monthly summaries of the following information:

- (a) Origin (by municipalities), type and quantity of solid waste received.
- (b) Destination, type and quantities of:
 - by-pass waste
 - residue
 - recycled materials

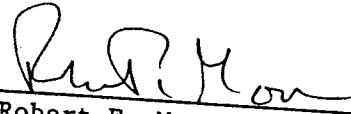
These monthly summaries shall be submitted quarterly to the Commissioner no later than January 31, April 30, July 31, October 31, of each year. This information, pursuant to Section 22a-208e of the CGS, shall be submitted on forms prescribed by the Commissioner.

- 9) No significant change from the documents and engineering drawings listed in the condition No.2 shall be implemented at any time by the Permittee without prior written approval of the Commissioner.
- 10) The Permittee shall submit as-built drawings to the Department no later than ninety (90) days after completion of the construction of the Facility. Operation and maintenance manuals for each major piece of equipment shall be available at the Facility for review by the Commissioner.
- 11) The Permittee shall employ operators whose qualifications have been certified pursuant to Section 22a-209-6 of RCSA. All persons under the supervision of the certified operators shall be given sufficient training to identify waste received at the Facility which is not suitable for processing and take proper action in handling such waste.
- 12) During the Facility operation, the Permittee shall: (a) control litter, odor, noise and dust emission levels by adequately using and maintaining all designed, approved and installed equipment and procedures described in the technical application package; and (b) process the waste in such a manner as to avoid any waste spillage, nuisance and protect the public health.
- 13) This permit does not relieve the permittee of the responsibility to maintain and operate the Facility in compliance with all appropriate and current OSHA requirements (ex: odor, noise, dust emissions, safety, etc.) and comply with the requirements of other appropriate federal, state and municipal agencies as they may be amended from time to time.
- 14) This permit is subject to and in no way derogates any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the facility or activity affected thereby.

- 15) This permit may be revoked, suspended, modified or transferred in accordance with law.
- 16) Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a responsible corporate officer of the Permittee or a duly authorized representative of the officer, as those terms are defined in Section 22a-430(b)(2) of RCSA and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in the documents and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense" in accordance with Section 22a-6 of CGS, pursuant to Section 53-157 of the CGS, and in accordance with any other applicable statutes.
- 17) The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" as used in this permit means calendar day. Any document or action which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.
- 18) Any document required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:
Mr. Charles L. Atkins, P.E.
Supervising Sanitary Engineer
Department of Environmental Protection
Waste Management Bureau
Engineering and Enforcement Division
79 Elm Street
P.O. Box 5066
Hartford, Connecticut 06106
- 19) Nothing in this permit shall affect the Commissioner's authority to institute any proceeding to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
- 20) In accordance with Section 22a-213(a) of the CGS and Section 22a-209-5 of RCSA, all contracts made after July 1, 1971 between the Permittee and any city, town, borough or regional authority to provide for collection, transportation, processing, storage and disposal outside of their boundaries of solid waste generated within their boundaries or any of such services, shall be reviewed and have the approval of the Commissioner.

21) The Permittee shall assure that all waste accepted is properly handled and processed and that the marketable outputs and the residue generated are properly transported to a market and/or a waste processing/disposal facility authorized to accept such waste materials.

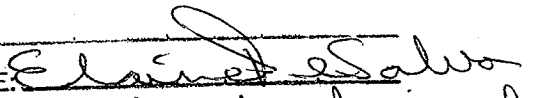
Issued in Hartford, Connecticut in this 19th day of August 1993.

By 
Robert E. Moore
Deputy Commissioner

Permit to Construct No. SW-1380212
Permit Application No. 90019

Permittee - Certified Mail # P-047177234
Town Clerk - Certified Mail # P-047177235

CERTIFIED TO BE A TRUE COPY
CONNECTICUT DEPARTMENT OF
ENVIRONMENTAL PROTECTION

NAME: 
TITLE: Clerk-typist



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PERMIT TO OPERATE

Permittee: Connecticut Resources Recovery Authority
Facility Address: 1410 Honeyspot Road Ext., Stratford, CT.
Permit No.: 1380237-PO/R

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), Permit to Operate No. 1380237 issued on 5/3/94 IS HEREBY RENEWED and REISSUED by the Commissioner of Environmental Protection to Connecticut Resources Recovery Authority ("CRRA"; "Permittee") for the operation of the intermediate processing center ("Facility") located at 1410 Honeyspot Road Ext., Stratford, CT.

TERMS AND CONDITIONS

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

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

"Day" means calendar day.

"Department" means the Department of Environmental Protection.

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

"Processing" means the practice by which either the physical characteristics or the volume of solid waste accepted at the Facility is being altered through separating, sorting, baling, shredding, crushing, grinding, chipping, compacting, consolidation, transfer or reworking as part of the recycling operation.

2. The Permittee is authorized to operate the Facility in accordance with all documents and specifications submitted as part of applications No. 90019 and No. 199805278 including the following documents incorporated herein by reference:
 - a. Application Form and Attachment L, both dated 12/30/98.
 - b. Executive Summary.

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

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant to Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes from the specifications and requirements of this permit, except in accordance with law.
5. To the extent any term or condition of this permit is inconsistent with any data or information contained in the application(s) or any other documents incorporated by reference in this permit, the term or condition of this permit shall control.
6. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved by the Commissioner, the Permittee shall operate the Facility Monday through Friday between the hours of 7:00 a.m. – 5:00 p.m.
7. The Permittee shall: (a) receive and process at the Facility no more than 250 tons/day (TPD) of the following types of solid waste: paper; cardboard; and commingled containers; and (b) limit on-site storage to no more than 500 tons, and shall confine such storage only to the existing processing building. The Permittee shall not exceed the processing and storage limits established by this permit. Waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise handled at the Facility without prior written approval of the Commissioner.
8. The Permittee shall:
 - a. Store waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
 - b. Control all traffic related with the operation of the Facility.
 - c. Ensure that all solid waste accepted is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such waste materials.

- d. Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility are promptly: sorted; separated; isolated and temporarily stored only in a safe manner prior to off-site transport; recorded and reported in the quarterly report required by condition No.12 of this permit; and disposed at a facility lawfully authorized to accept such waste. A spare container shall be available for any storage emergency.
 - e. Provide same day notification to the Commissioner about any accident, fire/explosion, or significant equipment failure which: (1) interrupts the operation of the Facility; or (2) results in an unscheduled Facility shutdown.
 - f. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport, and cover each loaded container before transportation off-site. Remove any litter from the Facility's premises and the surrounding properties on a daily basis.
 - g. As appropriate: cover each container during the operational hours in order to minimize blowing litter; instruct the haulers to maintain such cover during off-site transportation; and maintain the containers covered during the time when the Facility is not operational.
 - h. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emissions levels in continuous compliance with all applicable OSHA requirements.
 - i. Process, store or otherwise handle at the Facility all solid waste received in such a manner as to avoid any spillage, nuisance and protect the public health and the environment.
 - j. Maintain at the Facility's premises, and have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed equipment (e.g. balers; conveyors; compactors;...) installed at the Facility.
9. The Permittee shall make no changes from the specifications and requirements of this permit, except in accordance with law.
 10. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled, which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.
 11. The Permittee shall employ at the Facility operators whose qualifications have been certified pursuant to Section 22a-209-6 of RCSA. All individuals under the supervision of such certified operators shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or suitable for processing, and take proper action in handling such waste.

12. The Permittee shall maintain daily records as required by Section 22a-209-9(p) of RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information:
 - a. Origin, type and quantity of solid waste received.
 - b. Destination to which wastes from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.

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

13. In accordance with Section 22a-213 of the CGS and Section 22a-209-5 of RCSA, all contracts made between the Permittee and any city, town, borough or regional authority to provide for collection, transportation, processing, storage and disposal outside of their boundaries of solid waste generated within their boundaries or any of such services, shall be reviewed and have the approval of the Commissioner.
14. Nothing herein authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the adopted Connecticut State Solid Waste Management Plan.
15. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a state/federal holiday shall be submitted or performed by the next business day thereafter.
16. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by (a duly authorized representative of the Permittee, as defined, in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute."

17. Any document required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:
Mr. Charles L. Atkins, P.E., Supervising Sanitary Engineer
Department of Environmental Protection
Waste Management Bureau, Engineering and Enforcement Division
79 Elm Street, Hartford, CT 06106-5127
18. This permit is subject to, and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
19. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
20. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
21. This Permit to Operate shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 15th day of March 2000.

By Arthur J. Rocque, Jr.
Arthur J. Rocque, Jr.
Commissioner

Solid Waste Permit to Operate No. 1380237- R/PO
Application No. 199805278
Permittee - Certified Mail # Z 198195244

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

Name: Diana Sedok
Title: Office Assistant
Date: March 21, 2000

Debbie - FYI



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



March 21, 2000

Ms. Pamela Oliva
Connecticut Resources Recovery Authority (CRRRA)
100 Constitution Plaza
Hartford, CT 06103

Re: Renewal of Permit to Operate - Stratford IPC
Application No. 199805278

Dear Ms. Oliva:

Please find enclosed a certified copy of your renewed permit to operate the Stratford IPC recycling facility located at 1410 Honeyspot Road, Stratford, CT.

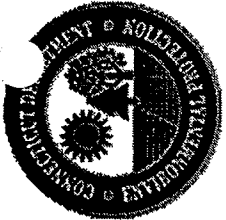
If you have any questions concerning your permit, please contact Calin Tanovici of the Waste Engineering and Enforcement Division at 424-3315.

Sincerely,

[Handwritten signature]
for

Richard J. Barlow
Chief
Waste Management Bureau

RJB:ct
Encl:1



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Certificate of Registration

Issued To:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

For The

STORMWATER - INDUSTRIAL ACTIVITIES

General Permit

Permit No. CS1000812

Arthur J. Rocque, Jr.

Facility Information

STRATFORD INTERMEDIATE PROCESSING CEN
1410 HONEYSPOT ROAD EXT.
STRATFORD CT 06497

Application No.: 200303041

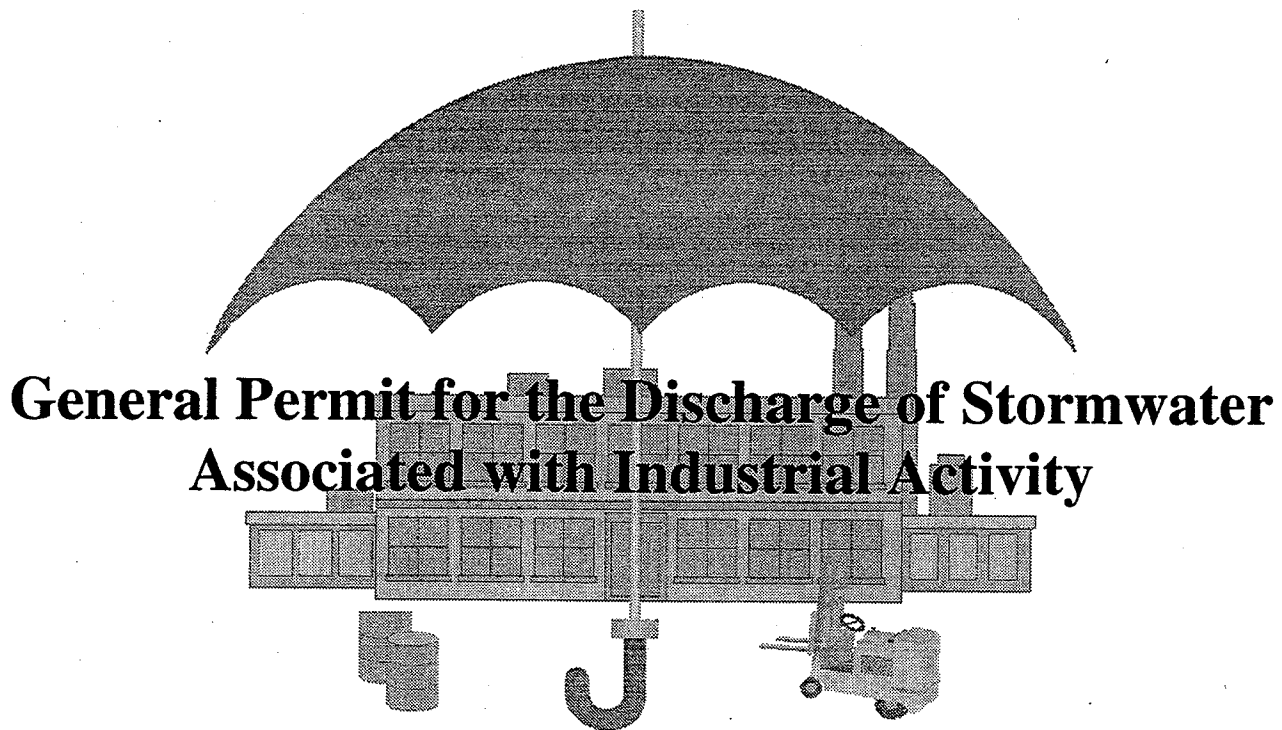
Issue Date: 24-SEP-03

Exp. Date: 01-OCT-07

Site No.: 138-197



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER MANAGEMENT
PERMITTING AND ENFORCEMENT DIVISION
(860) 424-3018



General Permit for the Discharge of Stormwater Associated with Industrial Activity

Issuance Date: October 1, 2002

Modified: July 15, 2003

General Permit for the Discharge of Stormwater Associated with Industrial Activities

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General Permit for the Discharge of Stormwater Associated with Industrial Activity

Section 1. Authority

This general permit is issued under the authority of Section 22a-430b of the General Statutes.

Section 2. Definitions

The definitions of terms used in this general permit shall be the same as the definitions contained in Sections 22a-423 and 22a-207 of the General Statutes and Section 22a-430-3(a) of the Regulations of State Agencies. As used in this general permit, the following definitions shall apply:

"Authorized activity" means any activity authorized under this general permit.

"Coastal area" shall be the same as the definition contained in Section 22a-94 of the General Statutes.

"Coastal waters" shall be the same as the definition contained in Section 22a-29 of the General Statutes.

"Commissioner" means the commissioner of environmental protection or his agent.

"Department" means the department of environmental protection.

"Fresh-tidal wetland" means a tidal wetland with an average salinity of less than 0.5 parts per thousand.

"High tide line" shall be the same as that contained in Section 22a-359(c) of the General Statutes.

"Individual permit" means a permit issued to a named permittee under Section 22a-430 of the General Statutes.

"Industrial activity" means:

- (1) An activity subject to stormwater effluent limitation guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempt under category (10) of this paragraph);
- (2) An activity classified as Standard Industrial Classification "Standard Industrial Classification Manual, Executive Office of the President, Office of Management and Budget 1987" 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, 373;
- (3) An activity classified as Standard Industrial Classification 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations meeting the definition of a reclamation area under 40 Code of Federal Register 434.11(1)) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge stormwater contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, by-products or waste products;
- (4) Hazardous waste treatment, storage, or disposal facilities, including those facilities operating under interim status or a permit pursuant to Section 22a-449(c) or 22a-454 of the General Statutes.

- (5) Facilities classified as Standard Industrial Classification 4953 including, but not limited to, solid waste facilities (i.e. landfills, land application sites, transfer stations, woodburning facilities, biomedical waste treatment facilities, volume reduction plants and open dumps) which have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including but not limited to those facilities that are subject to regulation under Subtitle D of the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, *et seq.*, recycling centers and resource recovery facilities, all such facilities and centers as defined in Section 22a-207 of the General Statutes;
- (6) The recycling (including assembling, breaking up, sorting and wholesale or retail distribution) of materials including metal scrap yards, battery reclaimers, salvage yards, and automobile junk yards, including but not limited to those classified as Standard Industrial Classification 5015 and 5093;
- (7) Electric power generating facilities classified as Standard Industrial Classification 4911, including coal-handling sites;
- (8) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-25), 44, 45, and vehicle service and storage facilities (including, but not limited to, public works garages) operated by federal, state or municipal government which have vehicle (including watercraft) maintenance shops, equipment cleaning or maintenance operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle or equipment maintenance (including rehabilitation, mechanical repairs, painting, fueling, and lubrication), vehicle or equipment cleaning operations, road salt storage, airport deicing operations, or which are otherwise identified under paragraphs (1) through (7) or (9) through (11) of this subsection are included in this definition;
- (9) Treatment works with a design capacity of greater than one million gallons per day (1 MGD) treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, but not including farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;
- (10) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, 4221 - 25, (and which are not otherwise included within categories (2) through (9), (11) or (12)), including only those areas where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by products or industrial machinery are exposed to stormwater.
- (11) Facilities classified as Standard Industrial Classification 5171 (Petroleum Bulk Stations and Terminals).
- (12) Road salt storage facilities including facilities storing pure salt or salt mixed with other materials.

"Inland wetland" means wetlands as that term is defined in Section 22a-38 of the General Statutes.

"Intermediate processing facility" means a facility where glass, metals, paper products, batteries, household hazardous waste, fertilizers and other items are removed from the waste stream for recycling or reuse.

"Municipal separate storm sewer" means conveyances for stormwater (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) owned or operated by any municipality and discharging directly to surface waters of the state.

"Municipality" means a city, town or borough of the state.

"Permittee" means any person who or municipality which initiates, creates originates or maintains a discharge in accordance with Section 3 of this general permit.

"Person" means person as defined by Section 22a-2(c) of the General Statutes.

"Point Source" means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged.

"Recycling facility" or *"recycling center"* means land and appurtenances thereon and structures where recycling is conducted, including but not limited to, an intermediate processing facility as defined above.

"Registrant" means a person who or municipality which files a registration.

"Registration" means a registration form filed with the commissioner pursuant to Section 4 of this general permit.

"Retain" means to permanently hold on-site with no subsequent point source release as in a detention system where there is a temporary holding or delaying of stormwater downstream.

"Site" means geographically contiguous land or water on which an authorized activity takes place or on which an activity for which authorization is sought under this general permit is proposed to take place. Non-contiguous land or water owned by the same person and connected by a right-of-way, which such person controls, and to which the public does not have access shall be deemed the same site.

"Stormwater" means waters consisting of precipitation runoff.

"Stormwater discharge associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or material storage areas at an industrial activity.

"Tidal wetland" means a wetland as that term is defined in Section 22a-29(2) of the General Statutes.

"Transfer station" means any location or structure, whether located on land or water, where more than ten cubic yards of solid waste, generated elsewhere, may be stored for transfer or transferred from transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer.

Section 3. Authorization Under This General Permit

(a) Eligible Activities

The following activity is authorized by this general permit, provided the requirements of subsection (b) of this section are satisfied:

The discharge of stormwater associated with industrial activity as defined in Section 2 of this general permit.

(b) Requirements for Authorization

This general permit authorizes the activity listed in subsection (a) of this section provided:

(1) Coastal Management Act

Such activity must be consistent with all applicable goals and policies in Section 22a-92 of the Connecticut General Statutes, and must not cause adverse impacts to coastal resources as defined in Section 22a-93(15) of the General Statutes.

(2) Endangered and Threatened Species

Such activity must not threaten the continued existence of any species listed pursuant to Section 26-306 of the Connecticut General Statutes as endangered or threatened and must not result in the destruction or adverse modification of habitat designated as essential to such species.

(3) The stormwater is *not* discharged to a Publicly Owned Treatment Works (POTW) or to ground water except for stormwater infiltration through a designed basin or structure or facilities under Category 3 of the definition of industrial activity in Section 2.

(4) No effluent limitations, standard or guideline adopted by the U. S. Environmental Protection Agency under the Federal Clean Water Act is applicable to the discharge.

(5) The stormwater is discharged from a point source which is directly related to manufacturing, processing or material storage areas at an industrial activity, including but not limited to stormwater discharged from ground surfaces immediately adjacent to manufacturing areas, processing or material storage areas; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste materials, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and materials remain and are exposed to stormwater.

(c) Registration

Pursuant to Section 4 of this general permit, a completed registration with respect to the industrial activity shall be filed with the commissioner unless exempted by Section 3(d) of this general permit.

(d) No Exposure Certification

An industrial activity defined under category (10) of the definition of industrial activity in Section 2 is exempt from the requirements of Sections 4 and 5(b), (c) and (d) of this general permit if the facility certifies that there are no materials, as defined in this category, exposed to

stormwater. Such certification shall be filed on forms prescribed and provided by the commissioner.

(e) *Geographic Area*

This general permit applies throughout the State of Connecticut.

(f) *Effective Date and Expiration Date of this General Permit*

This general permit is effective on October 1, 2002 (modified on July 15, 2003) and expires on October 1, 2007.

(g) *Effective Date of Authorization*

An activity is authorized by this general permit on the date the general permit becomes effective or on the date the activity is initiated, whichever is later.

(h) *Revocation of an Individual Permit*

If an activity is eligible for authorization under this general permit and such activity is presently authorized by an individual permit, the existing individual permit may be revoked by the commissioner upon a written request by the permittee. If the commissioner revokes such individual permit in writing, such revocation shall take effect on the effective date of authorization of such activity under this general permit.

(i) *Issuance of an Individual Permit*

If the commissioner issues an individual permit under Section 22a-430 of the General Statutes, authorizing an activity authorized by this general permit, this general permit shall cease to authorize that activity beginning on the date such individual permit is issued.

Section 4. Registration Requirements

(a) *Who Must File a Registration*

With the exception noted below, any person who or municipality that initiates, creates, originates or maintains a discharge described in Section 3(a) of this general permit, and is not exempt under Section 3(d), shall file with the commissioner a registration form which meets the requirements of Section 4 of this general permit along with the applicable fee either (1) on or before 60 days following July 15, 2003 for any discharge initiated, created, originated or maintained on or before the effective date of this general permit, including discharges previously registered under the General Permit for the Discharge of Stormwater Associated with Industrial Activity, issued October 1, 1997; or (2) for any other discharge, no later than 30 days before the date that the industrial activity is initiated.

If a facility submitted a registration under the General Permit for the Discharge of Stormwater Associated with Industrial Activity issued October 1, 1997, and such registration was submitted *after* October 1, 2001, the permittee does *not* need to submit a new registration under this general permit, unless the site ownership or operation has been transferred. The permittee must comply with all other conditions of this general permit.

If the facility or activity for which a registration is submitted under this permit is owned by one person or municipality but is leased or, in some other way, the legal responsibility of another

person or municipality (the operator), the operator is responsible for submitting the registration required by this general permit. The registrant is responsible for compliance with all conditions of this general permit.

(b) Scope of Registration

A registrant shall register on one registration form only those discharges that are operated by such registrant on one site. A registrant may not submit more than one registration per site under this general permit.

(c) Contents of Registration

(1) Fees

- (A) The registration fee of \$250.00 established by Section 22a-430-6 of the Regulations of Connecticut State Agencies shall be submitted with a registration form. A registration shall not be deemed complete and no activity shall be authorized by this general permit, with the exception noted in Section 4(a) of this general permit, unless the registration fee has been paid in full.

Note: There is no fee for municipalities.

- (B) The registration fee shall be paid by check or money order payable to the **Department of Environmental Protection**.
- (C) The registration fee is non-refundable.

(2) Registration Form

A registration shall be filed on forms prescribed and provided by the commissioner and shall include the following:

- (A) Legal name, address, and telephone number of the registrant. If the registrant is a corporation or a limited partnership transacting business in Connecticut, provide the exact name as registered with the Connecticut Secretary of the State.
- (B) Legal name, address, and telephone number of the owner of the property on which the industrial activity takes place or is to take place.
- (C) Legal name, address, and telephone number of any consultant(s) or engineer(s) retained by the registrant to prepare the registration or to design or construct the subject activity.
- (D) Location address of the site for which the registration is submitted.
- (E) Primary four-digit Standard Industrial Classification (SIC) code for the industrial activity.
- (F) A brief description of the stormwater discharge including:
- (i) Number, type, material, and size of conveyances, outfalls or channelized flows that run off the site (e.g. 15" concrete pipe);

- (ii) The name of the municipal separate storm sewer system or immediate surface water body or wetland to which the stormwater runoff discharges, and whether or not the site discharges within 500 feet of a tidal wetland;
 - (iii) The name of the watershed or nearest waterbody to which the site discharges.
- (G) An 8 ½" by 11" copy of the relevant portion or a full-sized original of a United States Geological Survey (USGS) quadrangle map, with a scale of 1:24,000, showing the exact location of the site and the area within a one mile radius of the site. Identify the quadrangle name on such copy.
- (H) The signature of the registrant and of the individual or individuals responsible for actually preparing the registration, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in the submitted information may be punishable as a criminal offense, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes, and in accordance with any other applicable statute.

I certify that this permit application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I also certify under penalty of law that I have read and understand all conditions of the General Permit for the Discharge of Stormwater from Industrial Activity issued on October 1, 2002 (modified July 15, 2003), that all conditions for eligibility for authorization under the general permit are met, all terms and conditions of the general permit are being met for all discharges which have been initiated and are the subject of this registration, and that a system is in place to ensure that all terms and conditions of this general permit will continue to be met for all discharges authorized by this general permit at the site. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly making false statements."

(d) Where to File a Registration

A registration shall be filed with the commissioner at the following address:

CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

(e) Additional Information

The commissioner may require a registrant to submit additional information, which the commissioner reasonably deems necessary to evaluate the consistency of the subject activity with the requirements for authorization under this general permit.

(f) Additional Notification

For discharges authorized by this permit which discharge through a municipal separate storm sewer system, a copy of the registration shall also be submitted to the owner and operator of that system.

(g) Action by Commissioner

- (1) The commissioner may reject without prejudice a registration if he determines that it does not satisfy the requirements of subsection 4(c) of this general permit. Any registration refiled after such a rejection shall be accompanied by the fee specified in subdivision (1) of subsection 4(c) of this general permit.
- (2) The commissioner may disapprove a registration if he finds that the subject activity is inconsistent with the requirements for authorization under Section 3 of this general permit, or for any other reason provided by law.
- (3) Disapproval of a registration under this subsection shall constitute notice to the registrant that the subject activity must be authorized by an individual permit.
- (4) Rejection or disapproval of a registration shall be in writing.

Section 5. Conditions of this General Permit

The permittee shall at all times continue to meet the requirements for authorization set forth in Section 3 of this general permit. In addition, a permittee shall assure that authorized activities are conducted in accordance with the following conditions:

(a) Conditions Applicable to Certain Discharges

- (1) Any person who or municipality which initiates, creates, or originates a discharge of stormwater associated with industrial activity after October 1, 1997, which discharge is located less than 500 feet from a tidal wetlands which is not a fresh-tidal wetland, shall discharge such stormwater through a system designed to retain the volume of stormwater runoff generated by 1 inch of rainfall on the site.
- (2) Any person who or municipality which discharges stormwater below the high tide line into coastal, tidal, or navigable waters for which a permit is required under the Structures and Dredging Act in accordance with Section 22a-361(a) of the General Statutes or into tidal wetlands for which a permit is required under the Tidal Wetlands Act in accordance with Section 22a-32 of the General Statutes, shall obtain such permit(s) from the commissioner.

(b) Stormwater Pollution Prevention Plans

- (1) Development of Plan
 - (A) The permittee shall develop a Stormwater Pollution Prevention Plan ("Plan") for each site. The Plan shall be prepared in accordance with sound engineering practices. The permittee shall perform all actions required by the Plan in accordance with the schedule set forth in Section 5(b)(2) below. Permittee shall maintain compliance with the Plan thereafter.

(B) For any stormwater discharges that were permitted under the General Permit for the Discharge of Stormwater Associated with Industrial Activities issued October 1, 1997, the existing Plan shall be updated in accordance with Sections 5(b)(6) and 5(c) below. If substantial changes have been made on site or to the Plan since its inception, the Plan shall be recertified by a professional engineer licensed to practice in Connecticut or a Certified Hazardous Materials Manager, in accordance with subsections (b)(6)(C)(viii) and (b)(7) below. The permittee shall maintain compliance with such Plan thereafter.

(2) Deadlines for Plan Preparation and Compliance

For any stormwater discharges associated with industrial activity which activity is initiated after the date of issuance of this general permit, the Plan shall be prepared 30 days before the date such activity is initiated. The permittee shall perform all actions required by such Plan on or before the date such activity is conducted, and shall maintain compliance with such Plan thereafter.

(3) Signature and Plan Review

(A) The Plan shall be signed as follows: for a corporation, by a responsible corporate officer or a duly authorized representative thereof, as those terms are defined in Section 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies; for a municipality, state, Federal, or other public agency, by either a principal executive officer or a ranking elected official, as those terms are defined in Section 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies; for a partnership or a sole proprietorship, by a general partner or the proprietor, respectively. When a Plan is signed by a duly authorized representative, a statement of authorization shall be included in the Plan. The Plan shall also be certified, in accordance with Section 5(b)(7) of this general permit, by a professional engineer licensed in the State of Connecticut or a Certified Hazardous Materials Manager. The Plan shall be retained on site at the facility that generates the stormwater discharge.

(B) The permittee shall make a copy of the Plan available to the following immediately upon request:

(i) the commissioner;

(ii) in the case of a stormwater discharge associated with industrial activity which discharges through a municipal separate storm sewer system, to the operator of the municipal system;

(iii) in the case of a stormwater discharge associated with industrial activity which discharges to a water supply watershed, to the public water supply company.

For all sites submitting a Stormwater Pollution Prevention Plan in accordance with part (i) of this section, a plan review fee of \$250.00 established by Section 22a-430-6 of the Regulations of Connecticut State Agencies shall be submitted with the plan.

(C) The commissioner may notify the permittee at any time that the Plan does not meet one or more of the requirements of this Section. Within 60 days of such notification unless otherwise specified by the commissioner in writing, the permittee shall revise the plan, perform all actions required by the revised plan, and shall submit to the

commissioner in writing that the requested changes have been made and implemented, and such other information as the commissioner requires.

(4) Keeping Plans Current

The permittee shall amend the Plan whenever; (1) there is a change at the site which has an effect on the potential to cause pollution of the waters of the state; or (2) the actions required by the Plan fail to ensure or adequately protect against pollution of the waters of the state; or (3) the commissioner requests modification of the plan. The permittee shall amend the Plan as necessary to address any sources or potential sources of pollution identified as a result of a Comprehensive Site Compliance Evaluation conducted pursuant to Section 5(b)(6)(D) of this general permit or as a result of monitoring conducted pursuant to Section 5(c) of this general permit. The amended Plan shall be completed and all actions required by the Plan shall be completed within 60 days of the date the permittee becomes aware or should have become aware that any of the conditions listed above has occurred.

(5) Failure to Prepare or Amend Plan

In no event shall failure to complete or update a Plan in accordance with Sections 5(b)(1) and (4) of this general permit relieve a permittee of responsibility to implement actions required to protect the waters of the state, complete any actions that would have been required by such plan, and to comply with all conditions of the permit.

(6) Contents of Plan

The Plan shall include, at a minimum, the following items:

(A) Pollution Prevention Team

Each Plan shall identify a specific individual or individuals for the site who shall serve as members of a Stormwater Pollution Prevention Team ("team"). The team shall be responsible for developing the Stormwater Pollution Prevention Plan and assisting the permittee in the implementation, maintenance, and revision of the plan. The Plan shall clearly identify the responsibilities of each team member. The activities and responsibilities of the team shall address all aspects of the plan.

(B) Description of Potential Pollutant Sources

Each Plan shall describe the potential sources of pollutants that may reasonably be expected to affect stormwater quality at the site or that may result in the discharge of pollutants during dry weather from the site. Each Plan shall identify all activities and materials that may be a source of stormwater pollution at the site. In addition, each Plan shall include, but not be limited to the following:

(i) Drainage

- 1) A site map (at a defined or approximate scale) showing an outline of the drainage area of each stormwater outfall, existing structural control measures installed to reduce pollutants in stormwater runoff, receiving surface water body, location where materials are exposed to precipitation, location where major spills or leaks identified under Section 5(b)(6)(B)(iii) of this permit have occurred, and each location of the following activities where such activities are exposed to precipitation: fueling stations, vehicle

and equipment maintenance and/or cleaning areas, loading/unloading areas, locations used for the treatment, storage or disposal of wastes, liquid storage tanks, processing areas and storage areas.

- 2) For each area of the site that generates stormwater discharges associated with industrial activity, the direction of flow, and the types of pollutants which are present or likely to be present in the discharge, including but not limited to discharges with a potential for causing erosion in the area of the receiving water.

(ii) Inventory of Exposed Materials and Summary of Potential Pollutant Sources

A tabular inventory of the types of non-gaseous materials handled at the site that may be exposed to precipitation, followed by a narrative description of the potential pollutant sources at the following areas: loading and unloading operations; roof areas; outdoor storage activities; outdoor manufacturing or processing activities; dust or particulate generating processes; and on-site waste disposal practices. Such inventory shall include a list of materials that have been handled, treated, stored or disposed in a manner to allow exposure to stormwater between the time of three years prior to the date of the issuance of this permit and the present; method and location of on-site storage or disposal; materials management practices employed to minimize contact of materials with stormwater runoff between the time of three years prior to the date of the issuance of this permit and the present; the location and a description of existing structural and non-structural control measures to reduce pollutants in stormwater runoff; and a description of any treatment the stormwater receives. The description shall specifically list any potential source of pollutants at the site and, for each potential source, any pollutants associated with the potential source.

(iii) Spills and Leaks

A list of spills and leaks of five gallons or more of toxic or hazardous substances which could affect stormwater, as those terms are defined in Section 22a-430-4 Appendix B Tables II, III and V, and Appendix D of the Regulations of Connecticut State Agencies, and 40 CFR 116.4, that occurred at the facility after the date of three years prior to the effective date of this permit.

(iv) Monitoring Program

A description of the monitoring program and sampling data for stormwater discharges at the site, in accordance with Section 5(c) of this general permit.

(C) Measures and Controls

Each Plan shall describe the stormwater management controls appropriate for the facility. The permittee shall implement such controls. The appropriateness and priorities of controls in a Plan shall reflect identified potential sources of pollutants at the site. The Plan shall include but not be limited to a schedule for implementing such controls and the following components:

(i) Good Housekeeping

The Plan shall provide for the maintenance of a clean, orderly facility.

(ii) Vehicle or Equipment Washing

The Plan shall provide, at a minimum, that no washing of equipment, buildings or vehicles shall be allowed at the site which would allow wash waters to enter any storm drainage system or receiving water, and that all floor drains connected to storm sewers have been sealed or permitted in accordance with (viii) below.

(iii) Roof Areas

The Plan shall identify roof areas which may be subject to drippage, dust or particulates from exhausts or vents or other sources of pollution, shall include an inspection program of such areas to determine if any potential sources of stormwater pollution are present, and shall contain steps to be taken to eliminate such sources or potential sources of pollution and a schedule for performing such steps.

The Plan shall also identify any additional areas of the site where it may be appropriate to construct a permanent roof or cover over exposed materials identified under Section 5(b)(6)(B)(ii). Facilities in categories 2 and 10 of the definition of industrial activity in Section 2 constructed after July 15, 2003 shall be constructed to preclude exposure of materials (as defined in the category 10 definition) or provide advanced stormwater treatment for such exposed areas.

(iv) Sediment and Erosion Control

The Plan shall identify areas, which, due to topography, activities, or other factors, have a potential for soil erosion, and shall identify measures to limit erosion. All construction activities on site shall be conducted in accordance with subsection (6)H of this section.

(v) Preventive Maintenance

The Plan shall include a preventive maintenance program, which shall include but not be limited to, the inspection and maintenance of stormwater management devices (e.g., cleaning oil/water separators, catch basins); the inspection and testing of equipment and systems on the site to identify conditions that could cause breakdowns or failures resulting in discharges of pollutants to surface waters, and the appropriate maintenance of such equipment and systems.

(vi) Spill Prevention and Response Procedures

Areas where potential spills can occur, and their accompanying drainage points shall be identified clearly in the plan. Procedures for cleaning up spills shall be identified in the Plan and made available to the appropriate personnel. The necessary equipment to implement a cleanup shall be available to personnel.

The Plan shall provide that all areas in which chemicals or previously used chemical containers are stored are provided with impermeable containment which will hold at least the volume of the largest chemical container, or 10% of the total volume of all containers in the area, whichever is larger, without overflow from the containment area. For industrial activities initiated after October 1, 1992, all chemicals and their containers shall be stored under a roof

which minimizes stormwater entry to the containment area, except for those chemicals stored in containers of 100 gallon capacity or more, in which case a roof is not required.

The Plan shall also provide that all dumpsters, trash compactors, and "roll-off" containers used to store waste materials are in sound watertight condition and supplied with attached covers and drain plugs intact, or are in roofed areas that will not allow dumpster leakage to enter any stormwater drainage system. All covers must be closed when dumpsters are not being loaded or unloaded.

The Plan shall provide that for all industrial activities initiated after July 15, 2003, loading docks shall be protected with a permanent roof or other structure that protects the loading dock from direct rainfall. Stormwater collection and drainage facilities adjacent to the loading dock shall be designed and maintained in a way that prevents any materials spilled or released at the loading dock from discharging to the storm sewer system.

(vii) Employee Training

The Plan shall provide for employee training programs designed to inform all appropriate personnel of the components and goals of the Stormwater Pollution Prevention Plan. Training shall address topics such as spill response, good housekeeping and material management practices. The Plan shall identify periodic dates for such training at intervals no greater than once per year.

(viii) Non-Stormwater Discharges

The following is a list of allowable non-stormwater discharges provided they do not contribute to a violation of water quality standards:

- landscape irrigation;
- uncontaminated ground water discharges such as pumped ground water, foundation drains, water from crawl space pumps and footing drains;
- irrigation water;
- lawn watering runoff;
- residual street wash water;
- discharges of uncontaminated air conditioner condensate;
- discharges or flows from fire fighting activities;
- discharges containing no chemical additives (including chlorine) from the flushing of fire protection systems; and
- naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, and flows from riparian habitats and wetlands.

The Plan shall include the following certification, signed by a professional engineer licensed to practice in Connecticut or a Certified Hazardous Materials Manager:

"I certify that in my professional judgement, the discharge from the site consists only of stormwater, or of stormwater combined with wastewater authorized by an effective permit issued under Section 22a-430 or Section 22a-430b of the Connecticut General Statutes, or of stormwater combined with allowable non-

stormwater discharges pursuant to Section 5(b)(6)(C)(viii) of the general permit. This certification is based on testing and evaluation of the stormwater discharge from the site. I further certify that all potential sources of non-stormwater at the site, a description of the results of any test and/or evaluation for the presence of non-stormwater discharges, the evaluation criteria or testing method used, the date of any testing and/or evaluation, and the on-site drainage points that were directly observed during the test have been described in detail in the Stormwater Pollution Prevention Plan prepared for the site. I further certify that no interior building floor drains exist which are connected to any storm drainage system or which may otherwise direct interior floor drainage to exterior surfaces, unless such floor drain connection has been approved and permitted by the commissioner. I am aware that there may be significant penalties for false statements in this certification, including the possibility of fine and imprisonment for knowingly making false statements.”

(ix) Management of Runoff

The Plan shall contain a discussion of the need for stormwater management or treatment practices other than those which control the source of pollutants which practices shall be used to divert, infiltrate, reuse, or treat stormwater runoff in a manner that reduces pollutants in stormwater discharges from the site. The Plan shall provide that management or treatment measures determined to be reasonable and appropriate to prevent pollution of the waters of the state shall be implemented and maintained at the site. The permittee shall consider the potential of various sources at the facility to contribute pollutants to stormwater discharges associated with industrial activity when determining reasonable and appropriate measures. Appropriate measures may include but are not limited to: vegetative swales or buffer strips, reuse of collected stormwater (such as for process water, cooling water or as an irrigation source), oil/water separators, snow management activities, infiltration devices, and wet detention/retention basins. The permittee shall ensure that such measures are properly implemented and maintained.

(x) Inspections

In addition to the Comprehensive Site Compliance Evaluation required under Section 5(b)(6)(D) of this permit, the Plan shall identify qualified personnel to inspect designated equipment and areas of the site more frequently than those inspections required under the Comprehensive Site Evaluation. A set of tracking or follow-up procedures shall be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections shall be maintained at the site.

(D) Comprehensive Site Compliance Evaluation

The Plan shall provide that qualified personnel shall conduct site compliance evaluations at appropriate intervals specified in the Plan, but in no event less frequently than twice a year. Such evaluations shall include:

- (i) Visual inspection of material handling areas and other potential sources of pollution identified in the Plan for evidence of, or the potential for, pollutants entering the stormwater drainage system. Structural stormwater management measures, erosion control measures, and other structural pollution prevention

measures identified in the Plan shall be observed to ensure that they are operating correctly. A visual inspection of equipment needed to implement the plan, such as spill response equipment, shall be made. Inspections should be made during rainfall events if possible.

(ii) Preparation of a report summarizing the scope of the inspection, personnel making the inspection, the date(s) of the inspection, major observations relating to the Plan, actions taken, and updates made to the Plan shall be made and retained as part of the Stormwater Pollution Prevention Plan for at least five years. The report shall be signed by the permittee.

(E) Additional Requirements for Stormwater Discharges Associated with Industrial Activity through municipal separate storm sewer systems as may be required by the municipality.

In addition to the applicable requirements of this general permit, the Plan must show that sites authorized by this permit shall comply with applicable requirements in municipal stormwater management programs developed under NPDES permits issued for the discharge from the municipal separate storm sewer system that receives the industrial facility's discharge, provided such discharger has been notified of such conditions.

(F) Consistency with other plans

Stormwater Pollution Prevention Plans may reference requirements contained in Spill Prevention Control and Countermeasure (SPCC) plans and other plans required by state, federal or local law for the prevention or control of spillage.

(G) Additional Requirements for Salt Storage

The Plan shall provide that storage piles of salt (including pure salt or salt mixed with other materials) used for deicing or other commercial or industrial purposes and which generate a stormwater discharge associated with industrial activity that is discharged to waters of the state, shall be enclosed or covered by structural means. A waterproof canvas, polyethylene cover or other waterproof material may be used to prevent exposure to precipitation (except for exposure necessary to add or remove materials from the pile) until a structure can be provided. In areas with a groundwater classification of GA or GAA, an impervious liner shall be utilized under the pile to prevent infiltration to groundwater. In addition, on or after October 1, 1995 no new road salt storage facilities shall be located within a 100-year floodplain as defined and mapped for each municipality under 44 CFR 59 et seq. or within 250 feet of a well utilized for potable drinking water supply or within a Level A aquifer protection area as defined by mapping pursuant to Section 22a-354c of the General Statutes.

(H) Future Construction

The permittee shall ensure that oil and sediment control structures or other devices are used within the drainage system for all construction that (i) may impact the drainage system and (ii) occurs on site on or after the effective date of this general permit. The Plan must state that a goal of 80 percent removal of total suspended solids from the stormwater discharge shall be used in designing and installing stormwater management measures. Note that any construction activity that disturbs greater than five acres must be registered and conducted in accordance with the General Permit for

the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. However, all construction activities, regardless of size, shall comply with the Connecticut Guidelines for Soil Erosion and Sediment Control (DEP Bulletin 34). In addition, the permittee shall avoid, wherever possible, the use of copper or galvanized roofing or building materials for any new construction where these materials will be exposed to stormwater.

(7) Plan Certification

The Plan shall contain the following certification, signed by a professional engineer licensed to practice in the State of Connecticut or a Certified Hazardous Materials Manager:

"I certify that I have thoroughly and completely reviewed the Stormwater Pollution Prevention Plan prepared for this site. I further certify, based on such review and site visit by myself or my agent and on my professional judgement, that the Stormwater Pollution Prevention Plan meets the criteria set forth in the General Permit for the Discharge of Stormwater Associated With Industrial Activity issued on October 1, 2002. I am aware that there are significant penalties for false statements in this certification, including the possibility of fine and imprisonment for knowingly making false statements."

(c) *Monitoring Requirements*

(1) Parameters to Be Monitored

(A) Annual stormwater monitoring shall be conducted by all industrial activities as defined in Section 2 (except road salt storage facilities as defined in Section 2, category 12) by September 30 following their date of authorization under Section 3(g) of this permit, and annually thereafter between October 1 and September 30 (except as provided in Sections 5(c)(1)(D) and (E) below) for the parameters listed below:

- (i) Total Oil and Grease (mg/l)
- pH (S.U.)
- Chemical Oxygen Demand (mg/l)
- Total Suspended Solids (mg/l)
- Total Phosphorous (mg/l)
- Total Kjeldahl Nitrogen (mg/l)
- Nitrate as Nitrogen (mg/l)
- Total Copper (mg/l)
- Total Zinc (mg/l)
- Total Lead (mg/l)
- Aquatic Toxicity (LC50)

(ii) Pollutants limited in an EPA stormwater effluent guideline to which the permittee is subject.

(B) In addition to the list of parameters in subsection (c)(1)(A), uncontaminated rainfall pH shall be measured at the time the runoff sample is taken.

(C) In addition to the list of parameters in subsection (c)(1)(A), for airports with stormwater discharges associated with industrial activities from areas where aircraft or airport deicing operations occur (including runways, taxiways, ramps and dedicated

aircraft deicing stations), monitoring shall be conducted no later than 365 days after the effective date of this general permit as defined in Section 3(d), and annually thereafter between October 1 and September 30 for the primary ingredient used in the deicing materials used at the site (e.g., ethylene glycol, urea, etc.). All monitoring shall be performed immediately following deicing operations during a storm event and samples shall be collected in such a manner that they are representative of stormwater quality resulting from deicing operations.

- (D) For industrial activities that employ twenty-five (25) employees or less and for federal, state or municipally operated industrial activities, monitoring shall not be required after the first year for which the monitoring results do not exceed the levels listed in subparagraph (i) of paragraph (E) below. The permittee must follow all sampling protocols outlined in this section in order to qualify for suspension of sampling.
- (E) For any discharge monitoring for an industrial activity which was initiated before October 1, 1997, and which does not exceed the levels listed in subparagraph (i) of this paragraph for a period of two consecutive years commencing on October 1, 2002, sampling may be suspended for two years following this period. The permittee must follow all sampling protocols outlined in this section in order to qualify for suspension of sampling.

Those facilities that sampled under the General Permit for the Discharge of Stormwater Associated with Industrial Activity, issued October 1, 1997 and remained below the levels listed in Section 5(c)(1)(E) of that permit for two consecutive years may suspend sampling for the two years following that period even as that period may extend into the term of this permit. Following the two-year suspension, sampling shall resume as specified in the preceding paragraph.

These provisions shall apply only to those discharge points at the industrial activity that remain below these levels. Pollutants limited in an EPA stormwater effluent guideline to which the permittee is subject must be monitored for the entire term of this general permit.

(i) Total Oil and Grease (mg/l)	5
Chemical Oxygen Demand (mg/l)	75
Total Suspended Solids (mg/l)	100
Total Phosphorous (mg/l)	0.5
Total Kjeldahl Nitrogen (mg/l)	2.5
Nitrate as Nitrogen (mg/l)	1.5
Total Copper (mg/l)	0.100
Total Lead (mg/l)	0.050
Total Zinc (mg/l)	0.500
Aquatic Toxicity	LC ₅₀ ≥ 50%

- (ii) The numbers for chemical parameters in paragraph (i) above are based upon 80th percentiles of the cumulative relative frequency graphs developed from stormwater results reported under the General Permits for the Discharge of Stormwater Associated with Industrial Activity, issued October 1, 1992 (modified October 1, 1995) and October 1, 1997. Note that these numbers are not necessarily protective of water quality.

- (F) For any discharge monitoring for any newly constructed industrial activity which was initiated after October 1, 1997 and which does not exceed the levels listed in subparagraph (i) of this paragraph for a period of two consecutive years commencing on October 1, 2002, sampling may be suspended for two years following this period.

Those facilities that sampled under the General Permit for the Discharge of Stormwater Associated with Industrial Activity, issued October 1, 1997 and met the levels listed in Section 5(c)(1)(F) of that permit may suspend sampling for the two years following that period even as that period may extend into the term of this permit. Following the two-year suspension, sampling shall resume as specified in the preceding paragraph.

This provision shall apply only to those discharge points at the industrial activity that remain below these levels. Pollutants limited in an EPA stormwater effluent guideline to which the permittee is subject must be monitored for the entire term of this general permit.

(i) Total Oil and Grease (mg/l)	2.5
Chemical Oxygen Demand (mg/l)	45
Total Suspended Solids (mg/l)	30
Total Phosphorous (mg/l)	0.2
Total Kjeldahl Nitrogen (mg/l)	1.25
Nitrate as Nitrogen (mg/l)	0.75
Total Copper (mg/l)	0.060
Total Lead (mg/l)	0.030
Total Zinc (mg/l)	0.200
Aquatic Toxicity	LC ₅₀ ≥ 100%

- (ii) The numbers for chemical parameters in paragraph (i) above are based upon 50th percentiles of the cumulative relative frequency graphs developed from stormwater results reported under the General Permits for the Discharge of Stormwater Associated with Industrial Activity, issued October 1, 1992 (modified October 1, 1995) and October 1, 1997. Note that these numbers are not necessarily protective of water quality.

(G) Representative Discharge

When a facility has two or more outfalls that, based on a consideration of features (e.g. grass vs. pavement, slopes, catch basins vs. swales) and activities within the area drained by the outfall, the permittee reasonably believes discharge substantially identical effluents, the permittee may test the effluent of one of such outfalls and report that the quantitative data is representative of the substantially identical outfalls. In addition, for each outfall that the permittee believes is representative, an estimate of the size of the drainage area (in square feet), an estimate of the runoff coefficient of the drainage area and a description of the substantially identical activities contributing to the discharge shall be provided in the Plan. In no case shall one outfall test be substituted for more than 5 outfalls.

(2) Stormwater Monitoring Procedures

- (A) Annual samples shall be collected from discharges resulting from a storm event that is greater than 0.1 inch in magnitude and that occurs at least 72 hours after any previous storm event of 0.1 inch or greater. Runoff events resulting from snow or ice melt

cannot be used to meet the minimum annual monitoring requirements. Grab samples shall be used for all monitoring. Collection of grab samples shall begin during the first 30 minutes of a storm event discharge and shall be completed as soon as possible. Samples shall be taken at the outfall or nearest feasible location representative of the discharge. The uncontaminated rainfall pH measurement shall also be taken at this time. All discharge samples at a facility must be taken during the same storm event, if feasible.

(B) Storm Event Information

The following information shall be collected for the storm events monitored:

- (i) The date, temperature, time of the start of the discharge, time of sampling, and magnitude (in inches) of the storm event sampled.
- (ii) The duration between the storm event sampled and the end of the previous measurable (greater than 0.1 inch rainfall) storm event.

(C) Test Procedures

- (i) Unless otherwise specified in this permit, all pollutant parameters shall be tested according to methods prescribed in Title 40, CFR, Part 136.
- (ii) Acute toxicity biomonitoring tests shall be conducted according to the procedures specified in Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th edition (EPA 821-R-02-012). The following specific conditions apply:
 - Tests shall employ neonatal (less than 24 hour old) *Daphnia pulex* as test organisms.
 - Tests shall be conducted at 20 +/- 1 degrees Centigrade.
 - Tests shall be 48 hours in duration.
 - Synthetic freshwater prepared as described in EPA 821-R-02-012 and adjusted to a hardness of 50 +/- 5 mg/l as CaCO₃ shall be used as dilution water in all tests.
 - The sample shall not be hardness or pH adjusted or altered in any way.
 - The following test dilution series shall be utilized, expressed as percent stormwater sample: 100%, 50%, 25%, 12.5%, 6.25% and 0%.
 - A minimum of twenty test organisms shall be exposed to each stormwater concentration, with each test chamber containing at least five test organisms.
 - Test organisms shall not be fed during the test period.
 - Test results shall be reported as the LC50 value determined using the procedure specified in EPA 821-R-02-012.

- Hardness in the stormwater sample and in the dilution control water shall be reported as mg/L as CaCO₃.
- Toxicity tests shall be initiated within 36 hours of stormwater sample collection.
- Any test in which the survival of test organisms is less than 90% in the combined control test vessels or failure to achieve test conditions as specified, such as maintenance of environmental controls, shall constitute an invalid test and will require stormwater resampling and retesting as soon as practicable.

(d) Reporting & Record Keeping Requirements

(1) Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the discharger shall record the following information:

- (A) the place, date, and time of sampling and the time the discharge started
- (B) the person(s) collecting samples
- (C) the dates and times the analyses were initiated
- (D) the person(s) or laboratory who performed the analyses
- (E) the analytical techniques or methods used
- (F) the results of all required analyses

(2) Records Retention

All records and information resulting from the monitoring activities required by this general permit including all records of analyses performed and calibration and maintenance of instrumentation shall be retained for a minimum of five (5) years following the expiration of this general permit, or longer if requested by the commissioner.

(3) Reporting Requirements

- (A) All results of monitoring conducted pursuant to this general permit shall be submitted on the Stormwater Monitoring Report (SMR) attached hereto, including all supporting chemical/physical measurements performed in association with the toxicity tests as well as dose-response data. A separate SMR form shall be used for each discharge monitored. All SMR forms shall be submitted within 90 days of the date of sampling to:

WATER TOXICS PROGRAM COORDINATOR
 BUREAU OF WATER MANAGEMENT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 79 ELM STREET
 HARTFORD, CT 06106-5127

In the case of stormwater discharges through a municipal separate storm sewer system, these results shall also be made available to the operator of that system upon request.

(B) Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall meet the reporting requirements of subsection (3)(A) above.

(e) Other Requirements

- (1) There shall be no distinctly visible floating scum, oil or other matter contained in the stormwater discharge. Excluded from this are naturally occurring substances such as leaves and twigs provided no person has placed such substances in or near the discharge.
- (2) The stormwater discharge shall not result in pollution due to acute or chronic toxicity to aquatic and marine life, impair the biological integrity of aquatic or marine ecosystems, or result in an unacceptable risk to human health.

(f) Regulations of Connecticut State Agencies Incorporated into this General Permit

The permittee shall comply with the following Regulations of Connecticut State Agencies which are hereby incorporated into this general permit, as if fully set forth herein:

(1) Section 22a-430-3:

- Subsection (b) General - subparagraph (1)(D) and subdivisions (2),(3),(4) and (5)
- Subsection (c) Inspection and Entry
- Subsection (d) Effect of a Permit - subdivisions (1) and (4)
- Subsection (e) Duty to Comply
- Subsection (f) Proper Operation and Maintenance
- Subsection (g) Sludge Disposal
- Subsection (h) Duty to Mitigate
- Subsection (i) Facility Modifications, Notification - subdivisions (1) and (4)
- Subsection (j) Monitoring, Records and Report Requirements - subdivisions (1), (6), (7), (8), (9) and (11) (except subparagraphs (9) (A) (2) and (9) (c))
- Subsection (k) Bypass
- Subsection (m) Effluent Limitation Violations
- Subsection (n) Enforcement
- Subsection (p) Spill Prevention and Control
- Subsection (q) Instrumentation, Alarms, Flow Recorders
- Subsection (r) Equalization

(2) Section 22a-430-4

- Subsection (t) Prohibitions
- Subsection (p) Revocation, Denial, Modification
- Appendices

(g) *Reliance on Registration*

In evaluating the permittee's registration, the commissioner has relied on information provided by the permittee. If such information proves to be false or incomplete, the permittee's authorization may be suspended or revoked in accordance with law, and the commissioner may take any other legal action provided by law.

(h) *Duty to Correct and Report Violations*

Upon learning of a violation of a condition of this general permit, a permittee shall immediately take all reasonable action to determine the cause of such violation, correct and mitigate the results of such violation, prevent further such violation, and report in writing such violation and such corrective action to the commissioner within five (5) days of the permittee's learning of such violation. Such information shall be filed in accordance with the certification requirements prescribed in subsection 5(j) of this general permit.

(i) *Duty to Provide Information*

If the commissioner requests any information pertinent to the authorized activity or to compliance with this general permit or with the permittee's authorization under this general permit, the permittee shall provide such information within thirty (30) days of such request. Such information shall be filed in accordance with the certification requirements prescribed in subsection 5(j) of this general permit.

(j) *Certification of Documents*

Any document, including but not limited to any notice, information or report, which is submitted to the commissioner under this general permit shall be signed by the permittee, or a duly authorized representative of the permittee, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in this document or its attachments may be punishable as a criminal offense, in accordance with Section 22a-6, under Section 53a-157b of the Connecticut General Statutes, and in accordance with any other applicable statute."

(k) *Date of Filing*

For purposes of this general permit, the date of filing with the commissioner of any document is the date such document is received by the commissioner. The word "day" as used in this general permit means the calendar day; if any date specified in the general permit falls on a Saturday, Sunday, or legal holiday, such deadline shall be the next business day thereafter.

(l) *False Statements*

Any false statement in any information submitted pursuant to this general permit may be punishable as a criminal offense, in accordance with Section 22a-6, under Section 53a-157b of the Connecticut General Statutes.

(m) *Correction of Inaccuracies*

Within fifteen days after the date a permittee becomes aware of a change in any information in any material submitted pursuant to this general permit, or becomes aware that any such information is inaccurate or misleading or that any relevant information has been omitted, such permittee shall correct the inaccurate or misleading information or supply the omitted information in writing to the commissioner. Such information shall be filed in accordance with the certification requirements prescribed in subsection 5(j) of this general permit.

(n) *Transfer of Authorization*

Any authorization under this general permit shall be non-transferable. However, any person registering a discharge, which has previously been registered under this permit, may adopt by reference the Stormwater Pollution Prevention Plan developed by the previous registrant. The new registrant shall amend the Plan as required by Section 5(b)(4) prior to submitting a registration.

(o) *Other Applicable Law*

Nothing in this general permit shall relieve the permittee of the obligation to comply with any other applicable federal, state and local law, including but not limited to the obligation to obtain any other authorizations required by such law.

(p) *Other Rights*

This general permit is subject to and does not derogate any present or future rights or powers of the State of Connecticut and conveys no rights in real or personal property nor any exclusive privileges, and is subject to all public and private rights and to any federal, state, and local laws pertinent to the property or activity affected by such general permit. In conducting any activity authorized hereunder, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this state. The issuance of this general permit shall not create any presumption that this general permit should or will be renewed.

Section 6. Commissioner's Powers

(a) *Abatement of Violations*

The commissioner may take any action provided by law to abate a violation of this general permit, including but not limited to penalties of up to \$25,000 per violation per day under Chapter 446k of the Connecticut General Statutes, for such violation. The commissioner may, by summary proceedings or otherwise and for any reason provided by law, including violation of this general permit, revoke a permittee's authorization hereunder in accordance with Sections 22a-3a-2 through 22a-3a-6, inclusive, of the Regulations of Connecticut State Agencies. Nothing herein shall be construed to affect any remedy available to the commissioner by law.

(b) *General Permit Revocation, Suspension, or Modification*

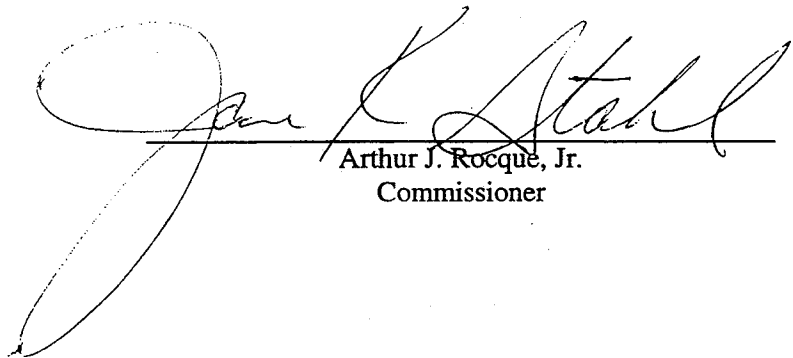
The commissioner may, for any reason provided by law, by summary proceedings or otherwise, revoke or suspend this general permit or modify to establish any appropriate conditions, schedules of compliance, or other provisions which may be necessary to protect human health or the environment.

(c) Filing of an Individual Application

If the commissioner notifies a permittee in writing that such permittee must obtain an individual permit if he wishes to continue lawfully conducting the authorized activity, the permittee must file an application for an individual permit within thirty (30) days of receiving the commissioner's notice. While such application is pending before the commissioner, the permittee shall comply with the terms and conditions of this general permit and the subject approval of registration. Nothing herein shall affect the commissioner's power to revoke a permittee's authorization under this general permit at any time.

Issued:

July 15, 2003


Arthur J. Rocque, Jr.
Commissioner

Appendix A: Industrial Stormwater General Permit SIC Code Definitions

Definition 2

SIC	Except	Classification
24		Lumber & Wood Products, Except Furniture
	2434	Wood Kitchen Cabinets
26		Paper & Allied Products
	265	Paperboard Containers & Boxes
	267	Converted Paper & Paperboard Products, Except Containers & Boxes
28		Chemicals & Allied Products
	283	Drugs
	285	Paints, Varnishes, Lacquers, Enamels, & Allied Products
29		Petroleum Refining & Related Industries
311		Leather Tanning & Finishing
32		Stone, Clay, Glass & Concrete Products
	323	Glass Products, Made of Purchased Glass
33		Primary Metal Products
3441		Fabricated Structural Metal
373		Ship & Boat Building & Repairing

Definition 5

SIC	Except	Classification
4953		Refuse Systems (Includes Dumps, Landfills, Rubbish Collection & Disposal)

Definition 6

SIC	Except	Classification
5015		Motor Vehicle Parts, Used
5093		Scrap & Waste Materials

Definition 7

SIC	Except	Classification
4911		Electric Services (electric power generation, transmission or distribution)

Definition 8

SIC	Except	Classification
40		Railroad Transportation
41		Local & Suburban Transit & Interurban Highway Passenger
42		Motor Freight Transportation & Warehousing
	4221	Farm Product Warehousing & Storage
	4222	Refrigerated Warehousing & Storage
	4225	General Warehousing & Storage
44		Water Transportation
45		Transportation by Air
9199		Public Works Garages

Definition 10

SIC	Except	Classification
20		Food & Kindred Products
21		Tobacco Products
22		Textile Mill Products
23		Apparel & Other Products Made from Fabrics & Similar Materials
2434		Wood Kitchen Cabinets
25		Furniture & Fixtures
265		Paperboard Containers & Boxes
267		Converted Paper & Paperboard Products, Except Containers & Boxes
27		Printing, Publishing & Allied Industries
283		Drugs
285		Paints, Varnishes, Lacquers, Enamels, & Allied Products
30		Rubber & Misc. Plastics Products
31		Leather & Leather Products
	311	Leather Tanning & Finishing
323		Glass Products, Made of Purchased Glass
34		Fabricated Metal Products, Except Machinery & Transportation Equipment
	3441	Fabricated Structural Metal
35		Industrial & Commercial Machinery & Equipment
36		Electronic & Other Electrical Equipment & Components Except Computer Equipment
37		Transportation Equipment
	373	Ship & Boat Building & Repairing
38		Measuring, Analyzing & Controlling Instruments; Photographic, Medical & Optical Goods; Watches & Clocks
39		Misc. Manufacturing Industries
4221		Farm Product Warehousing & Storage
4222		Refrigerated Warehousing & Storage
4225		General Warehousing & Storage

Definition 11

SIC	Except	Classification
5171		Petroleum Bulk Stations & Terminals



General Permit for the Discharge of Stormwater Associated with Industrial Activity

Stormwater Monitoring Report Form

FACILITY INFORMATION

Name (owner, operator)	_____
Mailing Address	_____
Business Phone	_____ ext.: _____ Fax: _____
Contact Person	_____ Title: _____
Site Address	_____
Receiving Water (name, basin)	_____
Stormwater G.P. Registration #	GSI _____ SIC Code _____
Check this box if number of employees is 25 or less, or if operated by a municipality:	<input type="checkbox"/>

SAMPLING INFORMATION

Sample Location	_____
Date/Time Collected	_____
Person Collecting Sample	_____
Storm Magnitude (inches)	_____ Storm Duration (hours) _____
Date of Previous Storm Event	_____ Rainfall pH _____

MONITORING RESULTS

Parameter	Method	Results (units)	Laboratory
Oil & Grease			
pH			
COD			
TSS			
TPH			
TKN			
NO3-N			
Total Copper			
Total Zinc			
Total Lead			
24 Hr. LC50			
48 Hr. LC50			

STATEMENT OF ACKNOWLEDGMENT

I certify that the data reported on this document were prepared under my direction or supervision in accordance with the Stormwater General Permit. The information submitted is, to the best of my knowledge and belief, true, accurate and complete.	
Authorized Official:	_____
Signature:	_____ Date: _____

STORMWATER ACUTE TOXICITY TEST DATA SHEET

Sample Source:	
Date/Time Begin:	Date/Time End:
Sample Hardness:	Sample Conductivity:
Test Species: <i>Daphnia pulex</i> < 24 hrs old	Dilution Water Hardness:

Effluent Dilution	Number of Organisms Surviving			Dissolved Oxygen (mg/L)			Temperature (°C)			pH (su)			
	Hour	00	24	48	00	24	48	00	24	48	00	24	48
CONTROL 1													
CONTROL 2													
CONTROL 3													
CONTROL 4													
6.25% A													
6.25% B													
6.25% C													
6.25% D													
12.5% A													
12.5% B													
12.5% C													
12.5% D													
25% A													
25% B													
25% C													
25% D													
50% A													
50% B													
50% C													
50% D													
100% A													
100% B													
100% C													
100% D													

REFERENCE TOXICANT RESULTS

Test Species	Date	Reference Toxicant	Source	LC50
<i>Daphnia pulex</i>				

Please send completed form to: **WATER TOXICS PROGRAM COORDINATOR
BUREAU OF WATER MANAGEMENT
79 ELM STREET
HARTFORD, CT 06106-5127**



General Permit Registration Form for the Discharge of Stormwater Associated with Industrial Activity

Please complete this form in accordance with the general permit (DEP-PERD-GP-014) in order to ensure the proper handling of your registration. Print or type unless otherwise noted. You must submit the registration fee along with this form.

DEP USE ONLY	
Application No.	_____
Permit No.	_____
Facility I.D.	_____

Part I: Registration Type

Enter a check mark in the appropriate box identifying the registration type.

<p>This registration is for (check one):</p> <p><input type="checkbox"/> A <i>new</i> general permit registration</p> <p><input type="checkbox"/> A <i>replacement</i> of an individual NPDES permit</p> <p><input type="checkbox"/> A <i>renewal</i> of an existing general permit</p> <p><input type="checkbox"/> A <i>modification</i> of an existing general permit</p>	<p>Please identify any previous or existing permit number in the space provided:</p> <p>_____</p>
---	---

Part II: Fee Information

<p>A fee of \$250.00 is to be submitted with <i>each</i> registration that you are submitting. For municipalities, there is no fee. The registration will not be processed without the fee.</p>

Part III: Registrant Information

The registrant should be a corporation, LLC, individual (sole proprietor), or municipality.

<p>1. Fill in the name of the registrant(s):</p> <p>Registrant: _____</p> <p>Phone: () _____ ext: _____ Fax: () _____</p> <p><input type="checkbox"/> Enter a check mark if there are co-registrants. If so, label and attach additional sheet(s) with the required information as supplied above.</p> <p>Facility Name: _____</p>
--

Part III: Registrant Information (cont.)

2. List primary contact for departmental correspondence and inquiries, if different than the registrant. Name: _____ Mailing Address: _____ City/Town: _____ State: _____ Zip Code: _____ - Business Phone: () _____ ext: _____ Fax: () _____ Contact Person: _____ Title: _____
3. List property or land owner, if different than the registrant: Name: _____ Mailing Address: _____ City/Town: _____ State: _____ Zip Code: _____ - Business Phone: () _____ ext: _____ Fax: () _____ Contact Person: _____ Title: _____
4. List any engineer(s) or other consultant(s) employed or retained to assist in preparing the registration. <input type="checkbox"/> Please enter a check mark if additional sheets are necessary, and label and attach them to this sheet. Name: _____ Mailing Address: _____ City/Town: _____ State: _____ Zip Code: _____ - Business Phone: () _____ ext: _____ Fax: () _____ Contact Person: _____ Title: _____ Service Provided: _____

Part IV: Facility Information

1. Name of facility: _____ Street Address or Description of Location: _____ _____ City/Town: _____ State: _____ Zip Code: _____ -
2. Four digit Standard Industrial Classification (SIC) Code for industrial activities: <u> </u> / <u> </u> / <u> </u> / <u> </u>

Part V: Stormwater Discharge Information

<p>1. Number, type, material and size of conveyances, outfalls, or channelized flows that run off the site (e.g. 15" concrete pipe): _____</p> <p>_____</p> <p>_____</p>
<p>2. Where does stormwater discharge to:</p> <ul style="list-style-type: none">• Municipal Separate Storm System? Yes ___ No ___ Name: _____• Surface water body or wetlands? Yes ___ No ___ Name: _____• Is discharge located less than 500 feet from a tidal wetland, which is not a fresh-tidal wetland? Yes ___ No ___ (only for discharges initiated after October 1, 1997)
<p>3. Name of the watershed where the site is located <i>OR</i> nearest waterbody to which it discharges:</p> <p>_____</p>
<p>4. Volume of one inch of rainfall runoff from the site for a 24-hr., 25 year storm, if available:</p> <p>_____</p>
<p>5. Has the activity been evaluated for consistency with the following DEP programs:</p> <ul style="list-style-type: none">• Coastal Management Act (Connecticut General Statutes Section 22a-92. Yes ___ No ___• Endangered and Threatened Species (CGS Section 26-306). Yes ___ No ___

Part VI: Supporting Documents

<p><input type="checkbox"/> Please enter a check mark here as verification that an 8 ½" X 11" copy of the relevant portion of a USGS Quadrangle Map indicating the exact location of the facility has been submitted with this registration. Indicate the quadrangle name on the map, and be sure to include the registrant's name. (To obtain a copy of the relevant USGS Quadrangle Map, call your town hall or DEP Maps and Publications Sales at 860-424-3555.)</p>

Part VII: Registrant Certification

The registrant *and* the individual(s) responsible for actually preparing the registration must sign this part. A registration will be considered incomplete unless all required signatures are provided.

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in the submitted information may be punishable as a criminal offense, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes, and in accordance with any other applicable statute.

I certify that this permit application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I also certify under penalty of law that I have read and understand all conditions of the General Permit for the Discharge of Stormwater from Industrial Activity issued on October 1, 2002 (modified July 15, 2003), that all conditions for eligibility for authorization under the general permit are met, all terms and conditions of the general permit are being met for all discharges which have been initiated and are the subject of this registration, and that a system is in place to ensure that all terms and conditions of this general permit will continue to be met for all discharges authorized by this general permit at the site. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly making false statements."

Signature of Registrant

Date

Name of Registrant (print or type)

Title (if applicable)

Signature of Preparer

Date

Name of Preparer (print or type)

Title (if applicable)

- Please enter a check mark if additional signatures are necessary.
If so, please reproduce this sheet and attach signed copies to this sheet.

Note: Please submit the Registration Form, Fee, and USGS Quadrangle Map to:

CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

ATTACHMENT C

**CTDEP "GUIDELINES FOR COMPLETING THE
FACILITY PLAN FOR A PERMIT TO CONSTRUCT
AND OPERATE A RECYCLING FACILITY
AND
CTDEP GUIDANCE ON PREPARATION FO AN
OPERATION AND MAINTENANCE PLAN**



**STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT
79 Elm Street
Hartford, CT 06106-5127**

Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility

Introduction

The following guidelines have been prepared to assist in the preparation of the Facility Plan for a permit to construct and/or operate a solid waste recycling facility. A recycling facility is a volume reduction facility which accepts recyclable solid waste and utilizes processes aimed at reclaiming those materials by separation extraction, or refinement which may then be reused in manufacture, agriculture or other processes.

DEP may amend these guidelines as necessary in order to insure that the facility is constructed and operated in compliance with all applicable laws.

Solid waste recycling facilities shall be designed for the primary purpose of reclaiming recyclable materials out of the waste stream. To be classified as such, the application and supporting documents shall demonstrate that the residue from the operation is no greater than twenty percent (20%) by weight.

Definitions

For the purpose of this application, the following definitions apply:

"Recycling" means the processing of solid waste to reclaim material therefrom.

"Recovered Waste Materials" means processed solid wastes which are ultimately delivered to a market or other permitted solid waste facility.

"Residue" means all solid waste, other than the recovered materials remaining after handling and processing of the incoming solid waste stream.

"Recycling facility" or "Recycling center" means land and appurtenances thereon and structures where recycling is conducted, including but not limited to, and intermediate processing center.

"Intermediate Processing Center" (IPC) means a facility where glass, metals, paper products, batteries, household hazardous waste, fertilizers, and other items are removed from the waste stream for recycling or reuse.

Facility Plan

In accordance with Section 22a-209-4(B) RCSA, a facility plan must be prepared by an engineer licensed to practice in the State of Connecticut. The facility plan consists of engineering drawings and an operation and management plan. (O&MP). The title sheet of the O&MP and all plan sheets must be stamped and signed by the licensed engineer.

A. Operation and Management Plan

The Operation and Management Plan (O&MP) submitted must provide, at a minimum, the following information:

2. Traffic

- flow to, from, at and through the facility; types, sizes and numbers of vehicles; a survey of traffic in the area and the expected impact; dust control and cleaning program.

3 *MANAGEMENT PLAN*

4 *Fire Protection*

- equipment; methods; planning of fire emergencies; number of hydrants; types of outside and inside fire protection systems; discussion and explanation of mechanical drawings; source and quantity of water available; medical, police and fire protection operating emergency program.

5 *Equipment*

- types, sizes and design parameters of the principal equipment proposed to be used in the facility;

6 *Records*

- daily operating log for quantities and types of materials in and out, including residue generated; monthly reporting program to the DEP; sources of waste input; records for maintenance and operating cost.

7 *Maintenance*

- daily cleanup procedure; control of dust, odor and litter; contracts or agreements for maintenance; proposed maintenance budget; equipment maintenance and preventive shutdown program; vector control programs

8 *Operation*

- Design data for all process equipment, maximum expected quantities of material in-out; towns involved in the project; population and yearly generation rates; expected quantities to be delivered by the towns involved in the project; types, quantities (tons / year) or volumes (cu.yd./year) of material generated by the towns and accepted by the facility; any types and/or quantities of material not accepted by the facility; maximum capacity; proposed facility availability (%); average throughput (tons/year); markets for recyclable materials; disposal of by-pass material in emergency situations; capacity.

9 *Emergencies*

- Extended explanation for proposed material handling procedures regarding strikes, electrical outages, equipment failure or other event that can cause the disruption of the facility operation and the necessity of by-passing the material flow; development of a comprehensive by-pass alternate management and contingency plan; provide an adequate limited material storage capacity; fire emergencies control and procedure;

10 *Environmental Control*

- odor, noise, dust and vector control; methods and equipment for handling liquid waste generated by the facility, dust, noise, odors and vectors;

11 *Residue*

- Name and location of residue disposal and by pass including any agreements and/or contracts;

12 *Safety*

- A discussion of safety procedures for personnel.

B. Engineering Drawings

The engineering drawings must include an area map, site map and detailed drawings and specifications of site structures and equipment. All engineering drawings must be stamped and signed by the engineer responsible for their preparation.

1. *Area Map*

A map at a scale 1" = 500' (or at another scale appropriate to the setting) must show in detail:

- the specific site of the proposed Recycling Facility.
- the land use with property boundary lines showing existing homes, zoning industrial buildings, roads and other labelled details lines such as - wetlands, lakes, ponds, springs.
- contour lines -(minimum ten foot interval).
- roads; right-of-ways; access roads; inside roads.
- sewer lines; fuel pipelines; water distribution lines; utilities; power lines; water diversions
- archeological and/or historical sites; unique natural areas; conservation areas
- watercourses (boundary lines that delineates the 100-year flood: if available. If it is not available, best available information should be submitted.)

Existing contour maps such as those prepared by the U. S. Geological Survey as provided from municipal government sources can be used. These maps should be updated, enlarged and sufficiently detailed to present the required information in a clear, easily readable form.

2. *Site Plan*

The detailed site plan must show a clear, understandable and comprehensive detailed presentation of all significant features at the proposed Recycling Facility area and in the immediate or affected surroundings. A scale of 1" = 100' and a contour interval of two (2) feet should be used, unless another scale or contour interval is deemed more appropriate for the site plan. This map shall show all items discussed under "Area Map" as well as all other information necessary for proper review. A minimum of the following items shall be noted:

- existing contour lines showing topography at the time of the application.
- contour lines showing all modifications to site topography proposed in the course of site preparations (final contour lines)
- all lines of cross-section
- property boundary lines
- existing and proposed screening method from the surrounding area
- proposed buffer zones to adjacent properties, streams and surface water
- general arrangement of the Recycling Facility
- existing and proposed access roads; on-site roads; fencing and gates;
- general arrangement for the proposed operations, maintenance facilities; buildings and special areas.
- miscellaneous on-site engineering
- fire control facilities (pump stations, hydrants, water supply network)

3. *Architectural and Other Engineering Drawings*

In addition to the area map and site plan, each application must present initially a minimum completed set of drawings for: (if applicable)

Civil Site Work drawings and specifications for:

- Water supply, site drainage and sewer system
- Site traffic control; roadway plans-profiles and cross-sections; signage; access and on-site roads
- Site grading and landscaping
- sediment and erosion control. Sediment and erosion control methods should be designed and implemented in conformance with the Connecticut Guidelines for Soil Erosion and Sediment Control developed by the Connecticut Council on Soil and Water Conservation.

Architectural drawings for:

- General arrangement plans for existing and proposed utilities, fencing, gates and natural barriers
- Building elevations and details

Mechanical plans and details for:

- equipment arrangements
- pump stations
- main distribution for inside fire protection systems

Electrical plans and details for:

- electrical master one-line diagram
- main electrical distribution system

C. **Appendices (as applicable)**

Attach, as appendices, any supplemental maps and plans used as reference materials for engineering and operational interpretations, and any other supportive materials you feel should be included for review as part of the Facility Plan.

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

ATTACHMENT D

**CTDEP “PERMIT APPLICATION FOR
CONSTRUCTION AND OPERATION OF A SOLID
WASTE FACILITY”**



Permit Application for Construction and Operation of a Solid Waste Facility

Please complete this form in accordance with CGS Chapters 446d and 446k, RCSA Sections 22a-209-1 through 16 and the instructions (DEP-WEED-INST-100) in order to ensure the proper handling and review of your application. Print or type unless otherwise noted.

Part I: Application and Permit Type

In the table below, check the appropriate box(es) in the left column to identify the type of solid waste facility for which you are applying for a permit.

✓	Solid Waste Facility Types (Check the type of permit you are applying for)	Initial Fee	DEP Use Only	
			Application No.	Permit No.
Solid Waste Disposal Area/Landfill				
	Municipal	\$25,000.00		
	Residue or other Solid Waste	\$17,500.00		
	Closure Plan - Active Site	\$325.00		
	Closure Plan - Inactive Site	\$2,500.00		
Volume Reduction Plant				
	Resources Recovery Facility	\$92,000.00		
	Intermediate Processing Center	\$9,500.00		
	Composting ≤100 Tons/day Source Separated Organic Material	\$5,000.00		
	Composting > 100 tons/day Source Separated Organic Material	\$6,500.00		
	Construction and Demolition Debris ≤100 tons/day	\$5,000.00		
	Construction and Demolition Debris > 100 tons/day	\$9,500.00		
	Land Clearing/Clean Wood Processing	\$6,500.00		
	Sludge Processing	\$5,000.00		
	Other (i.e., Shredder, Baler, Compactor, etc.) ≤100 tons/day (Please specify type)	\$6,500.00		
	Other (i.e., Shredder, Baler, Compactor, etc.) > 100 tons/day (Please specify type)	\$9,500.00		
	Renewal - Resources Recovery Facility	\$750.00		
	Renewal - Composting, Source Separated Organic Material	\$175.00		
	Renewal - All Others	\$350.00		

Part I: Application and Permit Type (continued)

✓	Solid Waste Facility Types (Check the type of permit you are applying for)	Initial Fee	DEP Use Only	
			Application No.	Permit No.
Transfer Stations				
	≤75 tons/day	\$5,000.00		
	> 75 and ≤150 tons/day	\$6,500.00		
	> 150 tons/day	\$7,500.00		
	Renewal	\$350.00		
Biomedical Waste Treatment Facility				
	New Application	\$12,500.00		
	Renewal	\$350.00		
Minor Permit Amendments				
	Solid Waste Disposal Area/Landfill	\$750.00		
	All Others <i>(Please specify type of facility)</i>	\$500.00		
Permit Modifications				
	A. Regulatory Requirement Modification A modification to an existing permit to authorize a change to satisfy new statute, regulation, permit or order. <i>(Please specify type of facility)</i>	25% of the standard application fee, maximum of \$7,500.00		
	B. Permittee Initiated Modification A modification to an existing permit to authorize a change in the approved or existing design, capacity, process or operation of the facility. <i>(Please specify type of facility)</i>	50% of the standard application fee, maximum of \$20,000.00		
Existing Permit Information:				
If this application is for a renewal, minor amendment or modification of an existing permit or the facility was previously licensed by a general permit or an emergency or temporary authorization, provide:				
	Permit or Authorization Number(s)	Expiration Date	Solid Waste Facility Type	

Part II: Fee Information

The initial fee, as indicated on page 1 of this application, is the total permit application fee due for a new permit or for a modification of an existing permit to construct, unless otherwise specified in the general statutes or in regulations adopted pursuant thereto. The initial fee for the permit type you are applying for is to be submitted with the application. The application will not be processed without the initial fee.

The fee for municipalities is 50% of the listed rates on page 1 of this application (see CGS Section 22a-6(b)).

Part III: Applicant Information

1. Fill in the name and phone number of the applicant as indicated on the *Permit Application Transmittal Form* (DEP-APP-001) and as will be listed on the permits.

Applicant:

Phone:

2. List primary contact for departmental correspondence and inquiries, if different than the applicant.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Title:

3. List attorney or other representative, if applicable.

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone: ()

ext.

Fax: ()

Attorney Name:

Title:

4. Facility Operator

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Title:

Operator Type (check one):

Individual

Private company

Federal

State

Municipal

Part III: Applicant Information (continued)

5. Site/Property Owner, if different than the applicant.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

-

Business Phone: ()

ext.

Fax: ()

Contact Person:

Title:

Operator Type (check one): Individual

Private company

Federal

State

Municipal

6. Connecticut Licensed Professional Engineer

Name:

Mailing Address:

City/Town:

State:

Zip Code:

-

Business Phone: ()

ext.

Fax: ()

Connecticut PE Registration Number:

7. List any engineer(s) or other consultant(s) employed or retained to assist in preparing the application or in designing or constructing the activity.

Please enter a check mark if additional sheets are necessary, and label and attach them to this sheet.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

-

Business Phone: ()

ext.

Fax: ()

Contact Person:

Title:

Service Provided:

Part IV: Site Information

1. Name of facility, if applicable:

Street Address or Description of Location:

City or Town:

Assessor's Map No.:

Block No.:

Lot No.:

Latitude and Longitude of the approximate "center of the site" in degrees, minutes, and seconds:

Latitude: ° ' "

Longitude: ° ' "

Method of determination (check one): GPS USGS Map

Other (specify):

If a USGS Map was used, provide the quadrangle name:

2. Is the activity which is the subject of this application located within the coastal boundary as delineated on DEP approved coastal boundary maps? Yes No

If yes, and this application is for a new permit or for a modification of an existing permit, you must submit a *Coastal Consistency Review Form* (DEP-APP-004) with your application as Attachment J.

3. Is the project site located within an area identified as a habitat for endangered, threatened or special concern species as identified on the "State and Federal Listed Species and Natural Communities Map"? Yes No Date of Map:

Has a field survey been conducted to determine the presence of any endangered, threatened or special concern species? Yes No *If yes, provide:*

Biologist's Name:

Address:

and submit a copy of the field survey with your application as Attachment K.

4. Is the project site located within a town required to establish Aquifer Protection Areas? (Check town list in instructions) Yes No *If yes, is the site located in an initial setback area or recharge area as identified in a Level B Map?* Yes No

5. Is the project site located in a wetland area? Yes No

6a. Ground water classification of the site:

6b. Surface water bodies which may be impacted:

Name:

Surface Water Classification:

Name:

Surface Water Classification:

Part IV: Site Information (continued)

7. *Question 7 is to be completed for permit applications to construct and operate a solid waste disposal area (landfill) only.*

For New Permits:

- a. Estimated Site Capacity (cubic yards):
- b. Estimated Site Life (years):
- c. Acreage of Property:
- d. Acreage to be used for waste disposal:

For Proposed Modifications:

- a. Currently Permitted Site Capacity (cubic yards): Remaining:
- b. Amount of Additional Capacity Sought:
- c. Estimated Site Life (years) as indicated on previous permit application:
Estimated Site Life (years) if permit modification is granted:
- d. Acreage of Property:
- e. Remaining permitted acreage for waste disposal:
- f. Additional acreage to be used for waste disposal with modification:

8. *Question 8 is to be completed for permit applications to construct and operate a volume reduction plant or transfer station only. Complete question 8 for each facility.*

Solid Waste Facility Type:

For New Permits:

- a. Maximum Processing Capacity (tons/day): Estimated (tons/year):
- b. Acreage of Property: Acreage to Used by Facility:

For Proposed Modifications:

- a. Proposed Modification Type(s): Facility design Operations Equipment
- b. Permitted Processing Capacity

Previously Permitted:	(tons/day)	(tons/year) (estimated)
With modification:	(tons/day)	(tons/year) (estimated)
- c. Acreage of Property:

Previously listed:	acres	With modification:	acres
--------------------	-------	--------------------	-------
- d. Acreage to be used by the Facility:

Previously listed:	acres	With modification:	acres
--------------------	-------	--------------------	-------

9. Will the facility(ies) need a temporary Permit to Operate for purpose of shakedown and testing?

Yes No

If yes, identify the solid waste facility type(s):

Part V: Activity Information (Reproduce and complete this sheet for each solid waste facility type)

Solid Waste Facility Type:

Waste Type(s) (*check all that apply*):

- Mixed Municipal Solid Waste Ash Residue Biomedical Waste
- Wood Waste Household Hazardous Waste

- Bulky Waste:** Land Clearing Debris Construction/Demolition Debris
- Other (please specify):

- Special Waste:** Coal Fly Ash Industrial Contaminated Soils
- Slag Tires Contaminated Dredge Spoils
- Sludge-dwtp Sludge Ash Asbestos Containing Waste
- Sludge-wwtp Casting Sand
- Other (please specify):

- Recyclables:** Paper Cardboard Leaves
- Glass Batteries Metals
- Plastic Waste oil Cans
- Other (please specify):

Other (please specify):

Part VI: Supporting Documents

Be sure to read the instructions (DEP-WEED-INST-100) for information on completing the following attachments. Please enter a check mark by the attachments as verification that *all applicable* attachments have been submitted with this permit application form. When submitting any supporting documents, please label the documents as indicated in this part (e.g., Attachment A, etc.) and be sure to include the applicant's name as indicated on the *Permit Application Transmittal Form*.

- Attachment A: Executive Summary
- Attachment B: *Applicant Compliance Information* (DEP-APP-002)
- Attachment C: An 8-1/2" x 11" copy of the relevant portion or an original of a United States Geological Survey (USGS) Topographic Quadrangle Map (scale: 1:24,000) with the regulated activity or project site outlined or pinpointed, as appropriate. (Not required for applications to construct and operate a solid waste disposal area (landfill).)
- Attachment D: *Background Information: (Applicant/Owner/Operator Info)* (DEP-WEED-APP-101)
- Attachment E: *Statement of Consistency with Solid Waste Management Plan* (DEP-WEED-APP-102)
- Attachment F: *Determination of Need Information* (DEP-WEED-APP-103) (Required only for applications to construct and operate ash residue and mixed municipal solid waste landfills, construction or expansion of resources recovery facilities and mixed municipal solid waste composting facilities.)
- Attachment G: Business Information:
 - Applicant's financial stability information
 - Land ownership documents
 - Agreements between all parties involved in the project for the ownership, control, and use of the facility
 - Service agreements and/or contracts with markets, users, final disposal sites, or other processing facilities
 - Planning and zoning approval (Required only for applications to construct and operate landfills, incinerators, or resources recovery facilities.)
- Attachment H: Facility Plan (not required for applications to construct and operate a solid waste disposal area (landfill))
 - Engineering drawings such as area map/site plan/architectural and mechanical drawings; cross sections and specifications; mass balance diagrams; etc.
 - Operation and Management Plan
- Attachment I: *Checklist for Solid Waste Disposal Areas (Landfills)* (DEP-WEED/PERD-APP-110)
- Attachment J: *Coastal Consistency Review Form* (DEP-APP-004), if applicable
- Attachment K: Copy of any field survey conducted to determine the presence of any endangered, threatened or special concern species, if applicable
- Attachment L: *Certification Regarding Activities Previously Licensed by DEP* (DEP-WEED-APP-104)

Part VII: Application Certification

The applicant(s) *and* the individual(s) responsible for actually preparing the application must sign this part. An application will be considered insufficient unless *all* required signatures are provided.

I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157 of the General Statutes, and in accordance with any other applicable statute.

Signature of Applicant

Date

Name of Applicant (print or type)

Title (if applicable)

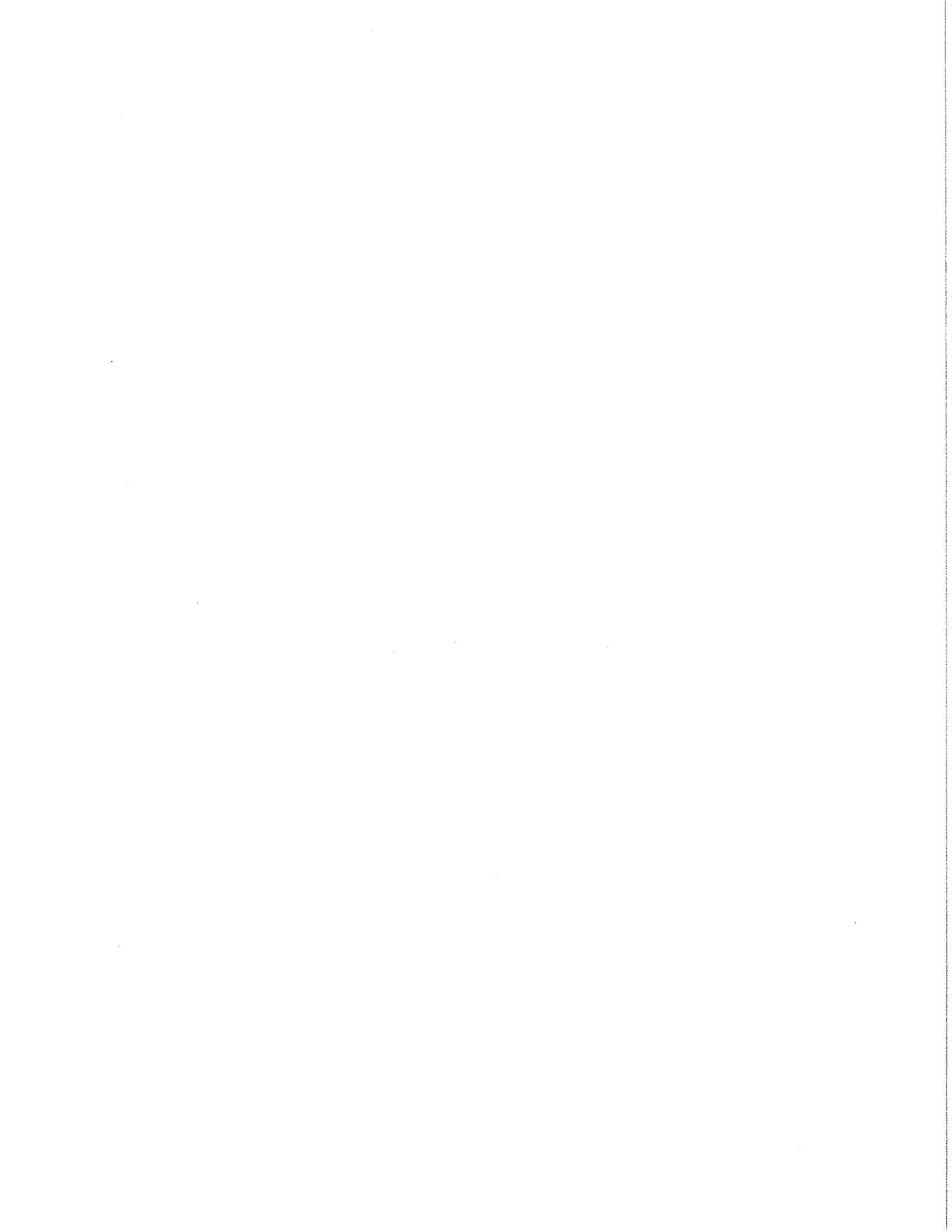
Signature of Preparer

Date

Name of Preparer (print or type)

Title (if applicable)

Please enter a check mark if additional signatures are necessary. If so, please reproduce this sheet and attach signed copies to this sheet.





Applicant Compliance Information

DEP USE ONLY	
App. No.	
Co./Ind. No.	

Applicant Name:

(as indicated on the *Permit Application Transmittal Form*)

If you answer yes to any the questions below, you must complete the Table of Enforcement Actions on the reverse side of this sheet as directed in the instructions for your permit application.

- A. During the five years immediately preceding submission of this application, has the applicant been convicted in any jurisdiction of a criminal violation of any environmental law?

Yes No

- B. During the five years immediately preceding submission of this application, has a civil penalty been imposed upon the applicant in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?

Yes No

- C. During the five years immediately preceding submission of this application, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?

Yes No

- D. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal court issued any order or entered any judgment to the applicant concerning a violation of any environmental law?

Yes No

- E. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal administrative agency issued any order to the applicant concerning a violation of any environmental law?

Yes No

Table of Enforcement Actions

(1) Type of Action	(2) Date	(3) Jurisdiction	(4) Case/Docket Number	(5) Description of Violation

Copies of this form may be duplicated for additional space. Please enter a check mark if additional sheets are attached.

Solid Waste Facilities

Attachment D: Background Information - Applicant/Owner/Operator

Please complete this form in accordance with the *Instructions for Completing a Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-WEED-INST-100). This form must be submitted with the *Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-WEED-APP-100). Print legibly or type.

This form must be completed by the applicant, owner and operator. If the applicant, owner and operator are 3 different entities, this form must be completed by each entity, in accordance with Section 22a-209-4(b)(1) of the Regulations of Connecticut State Agencies (RCSA). Attach additional sheets if needed.

Applicant Name:

(As indicated on the *Permit Application Transmittal Form*)

Part I: General

1. Information presented in this attachment applies to: Applicant Owner Operator
2. Identify the solid waste facility type:
3. Is a surety specifically required by statute or regulation for the proposed project? Yes No
Are you prepared to post a bond or other surety related to any permits, certificates or approvals granted to you through this application? Yes No

Part II: Proprietorship/Individual

1. Name:
Mailing Address:
City/Town: State: Zip Code:
Business Phone: () ext.: Fax: ()
2. Have you owned, operated or otherwise been associated with any other solid waste facilities?
 Yes No
If yes, list the name of the facility and your position and responsibilities:
Facility Name:
Position:
Responsibilities:

Facility Name:
Position:
Responsibilities:

Part III: Partnerships

Fill out this section if the applicant/owner/operator is a partnership.

Check if additional sheets are attached.

1. Indicate whether this is a general or limited partnership:
2. Provide the following information for each partner. For limited partnerships, please identify the general partner:

Name:

Address:

City/Town:

State:

Zip Code:

Proportion of Ownership Interest (%):

Contact Name:

Phone Number: ()

Name:

Address:

City/Town:

State:

Zip Code:

Proportion of Ownership Interest (%):

Contact Name:

Phone Number: ()

Name:

Address:

City/Town:

State:

Zip Code:

Proportion of Ownership Interest (%):

Contact Name:

Phone Number: ()

3. Have any of the partners involved in this project owned, operated or otherwise been associated with any other solid waste facility? Yes No

If yes, then provide the following information.

Partner Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Partner Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Part IV: Corporations

Fill out this section if the applicant/owner/operator is a corporation.

Check box if additional sheets are attached.

1. Corporation Name:

2. List all parent and subsidiary corporations:

Name:

Address:

City/Town:

Contact Name:

State:

Phone Number: ()

Zip Code:

Name:

Address:

City/Town:

Contact Name:

State:

Phone Number: ()

Zip Code:

3. List all corporate officers:

Name:

Business Address:

City/Town:

Phone Number: ()

State:

Zip Code:

Name:

Business Address:

City/Town:

Phone Number: ()

State:

Zip Code:

Name:

Business Address:

City/Town:

Phone Number: ()

State:

Zip Code:

4. List all directors:

Name:

Business Address:

City/Town:

Phone Number: ()

State:

Zip Code:

Name:

Business Address:

City/Town:

Phone Number: ()

State:

Zip Code:

Name:

Business Address:

City/Town:

Phone Number: ()

State:

Zip Code:

Part IV (continued)

5. List all stockholders holding more than 20% of the corporate stock issued:

Name:

Address:

City/Town:

State:

Zip Code:

Contact Name:

Phone Number:

Name:

Address:

City/Town:

State:

Zip Code:

Contact Name:

Phone Number:

6. Have any of the parties involved in this project owned, operated or otherwise been associated with any other solid waste facility? Yes No

If yes provide the following information:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Part V: Voluntary Association

1. Identify each member of the association.

Name:

Address:

City/Town:

State:

Zip Code:

Name:

Address:

City/Town:

State:

Zip Code:

Name:

Address:

City/Town:

State:

Zip Code:

Name:

Address:

City/Town:

State:

Zip Code:

2. Have any of the parties involved in this project been associated with any other solid waste facility?

Yes No

If yes provide the following information:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Solid Waste Facilities

Attachment E: Statement of Consistency with the Solid Waste Management Plan

Please complete the form in accordance with the *Instructions for Completing the Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-WEED-INST-100). Two copies of this form must be submitted with the *Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-WEED-APP-100). If additional space is required, please attach supplementary pages. Print legibly or type.

The Department of Environmental Protection (DEP) reserves the right to request any other information it deems pertinent.

Applicant Name:
(As indicated on the *Permit Application Transmittal Form*)

Identify the solid waste facility type:

Part I: Source of Waste

Identify the source(s) (the specific town(s) to be served) of the waste to be transferred/ processed/disposed of and whether the waste is residential, commercial, etc. Include estimated volumes and/or tonnages from each municipality.

Source (Municipality/Customer)	Waste (Residential, Commercial, etc.)	Volume/Tonnage

Part II: Waste Types

Describe each waste type and the quantity that will be handled at the facility. Describe how each waste type will be handled on-site (e.g., compaction, mechanically processed, hand separated, composted, incinerated, etc.).

Waste Type	Quantity	Process(es)

Part III: Waste Management

Describe how each type of waste is currently managed and identify the long-term management plan for each waste (e.g., reused, recycled, composted, energy recovery, landfilled). If during processing a residue is generated, identify its quantity and/or percentage (e.g., tonnage or volume of residue generated and/or percentage of total waste incoming).

Waste Type	Current Management	Long-Term Management	Residue Quantity/Percentage

Part IV: Waste Disposal

Identify the final disposal facility/facilities or market(s) for each waste, residue and/or recyclable material (e.g., list the specific facilities currently used or expected to be used in the future). Verify that the Connecticut facilities are currently permitted by DEP and the out-of state facilities are permitted by their state environmental regulatory agency and identify the permit type.

Final Disposal Facility	Facility Permit Type	Wastes/Residues/Recyclables

Part V: Contract/Agreements with Disposal Sites and/or Markets

Identify the duration (e.g., spot market, 4 months, 5 years, etc.) of the contract/agreement between the proposed facility and the facilities or markets to which the waste will be finally transported. (Include signed copies of contracts or letters of agreement from the potential disposal sites and/or markets.) Demonstrate that these facilities have available long-term capacity to accept each waste, residue or recyclable from this proposed facility.

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Attachment L: Certification Regarding Activities Previously Licensed by DEP

Applicant Name:

(as indicated on the *Permit Application Transmittal Form*)

Where there has been no change in solid waste activities previously licensed by DEP, certain supporting documents may be incorporated by reference into an application by completing the following certification indicating that *no* changes have been made to the permitted facility and the supporting documents since the documents were submitted and approved by DEP. The documents that are eligible for incorporation by reference are listed below. You are not required to resubmit such documents unless requested by DEP. Please check the appropriate box(es) to indicate which documents you are incorporating by reference.

This certification must be signed as indicated in the instructions (DEP-WEED-APP-100) under Part VII: Application Certification, page 14 and shall certify as follows: "I have examined the documents identified by a check mark below which were previously submitted for permit issuance to the Department of Environmental Protection for the activities which are the subject of this application, and certify that to the best of my knowledge and belief, *no* modifications or changes have been made to the permitted facility and supporting documentation since such documents were approved by the Department of Environmental Protection. I further certify that I will submit such documents to the Department of Environmental Protection upon written request."

Please place a check mark in the appropriate boxes indicating which documents you are proposing to incorporate into this application by reference. ***Please provide each document's final revision date.***

- Background Information: (Applicant/Owner/Operator Info)* (DEP-WEED-APP-101) Rev. Date:
- Statement of Consistency with Solid Waste Management Plan* (DEP-WEED-APP-102) Rev. Date:
- Determination of Need Information* (DEP-WEED-APP-103) Rev. Date:
- Business Information:
 - Applicant's financial stability information Rev. Date:
 - Land ownership documents Rev. Date:
 - Agreements between all parties involved in the project for the ownership, control, and use of the facility Rev. Date:
 - Service agreements and/or contracts with markets, users, final disposal sites, or other processing facilities Rev. Date:
 - Planning and zoning approval (required only for applications to construct and operate landfills, incinerators, or resources recovery facilities) Rev. Date:
- Facility Plan (not required for applications to construct and operate a solid waste disposal area (landfill))
 - Engineering drawings such as area map/site plan/architectural and mechanical drawings; cross sections and specifications; mass balance diagrams; etc. Rev. Date:
 - Operation and Management Plan Rev. Date:
- Checklist for Solid Waste Disposal Areas (Landfills)* (DEP-WEED/PERD-APP-110) Rev. Date:

Signature of Applicant _____
Date

Name of Applicant (print or type) Title (if applicable)

Permit Number:

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

ATTACHMENT E

**CTDEP “INSTRUCTION FOR COMPLETING THE
PERMIT APPLICATION FOR CONSTRUCTION
AND OPERATION OF A SOLID WASTE FACILITY”**

Instructions for Completing the Permit Application for Construction and Operation of a Solid Waste Facility

Use these instructions to: 1) complete the permit application form DEP-WEED-APP-100, 2) prepare supporting documents, and 3) publish the applicant's notice of permit application. These instructions are not a substitute for the requirements of the relevant statutes and any regulations thereunder. You should review all applicable laws prior to completing this application. Remember, it is your responsibility to comply with all applicable laws.

Introduction

This permit program, administered by the Bureau of Waste Management of the Department of Environmental Protection (DEP), regulates a variety of activities related to solid waste disposal or waste processing activities (storage, transfer, volume reduction, recycling, resources recovery, incineration, etc.).

Before applying for an individual permit be sure to check the "List of General Permits" (DEP-FS-004) in order to determine whether your activity may be eligible for authorization under a general permit. The following are eligible for authorization under the "General Permit to Construct and Operate Certain Recycling Facilities": Satellite Drop-site Facilities; Drop-site Recycling Facilities; Recyclables Transfer Facilities; Limited Processing Recycling Facilities; and Single Item Recycling Facilities. Registration is required to be submitted and approved by DEP, in writing, in order for any of the facilities listed above to be authorized by this general permit, with one exception; for Satellite Drop-site Facilities there is no registration requirement but you must comply with the conditions of the general permit to construct and operate such a facility.

Before applying for an individual permit be sure to also check the Leaf Composting Facility Registration Packet if you own or operate a leaf composting facility. For copies of this packet, please call the Bureau of Waste Management, Recycling Program at (860) 424-3365.

The permitting of solid waste facilities - resources recovery facilities, transfer stations, volume reduction facilities, solid waste disposal areas (landfills), etc. - is

governed by Section 22a-208a of the Connecticut General Statutes (CGS) and Sections 22a-209-1 through 16 of the Regulations of Connecticut State Agencies (RCSA). DEP issues both a permit to construct and a permit to operate. Issuance of a permit to construct authorizes only the construction of a solid waste facility, while the permit to operate authorizes the actual operation of the facility. The permit application (DEP-WEED-APP-100) must be used to apply for the permit to construct and the permit to operate at the same time. Call the Bureau of Waste Management at (860) 424-3366 for more information regarding this permit application.

Who Needs a Permit?

Any person proposing to carry out a regulated solid waste activity in the state including, but not limited to the following, must obtain a permit prior to conducting that activity:

- consolidating or transferring solid waste;
- consolidating or transferring waste suitable for recycling;
- incinerating waste for volume reduction and resources recovery purposes;
- processing waste for volume reduction purposes (>1 ton per hour);
- waste composting activities;
- storage or landfilling of solid waste including ash residue;
- processing, consolidating or transferring biomedical waste;
- consolidating or transferring household hazardous

waste;

- intermediate processing of solid waste.

Any person proposing to continue operating a previously permitted facility, must apply for renewal of the existing permit by submitting a sufficient permit application at least one hundred and twenty (120) days prior to the expiration date of the existing permit. If your application is or may be untimely (i.e., submitted less than 120 days before the expiration date), please refer to CGS Section 22a-6j. If a renewal application is not submitted prior to the expiration date of the existing permit, then the existing permit is deemed to have expired.

If you are applying for a *modification* of a permit, or a minor permit amendment, the permit must not have expired. Contact the Bureau of Waste Management at (860) 424-3366 for specific requirements on modifications or minor permit amendments.

How To Apply

Your permit application must include the following:

- a *Permit Application Transmittal Form* (DEP-APP-001),
- a *Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-WEED-APP-100) and all supporting documents,
- two copies of the application package, and
- the applicable initial fee, paid by check or money order, made payable to the "Department of Environmental Protection".

Note: The initial fee is the total permit application fee due.

You must submit the above materials together as a package to:

CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

When submitting your permit application, label your supporting documents as directed on your application form and always include, on each document, the applicant's name as indicated on the *Permit Application Transmittal Form*. Be sure to list these supporting documents in your table of contents in the Executive Summary. When additional space is necessary to answer a question stated in the application, please insert additional sheets by the appropriate question. Label each sheet with the applicant's name as indicated on the *Permit Application Transmittal Form*, along with the corresponding part number and question number indicated on the permit application form. You should retain a copy of all documents for your files.

Notice of Permit Application

You must publish notice of the permit application immediately after you submit your application to DEP. This notice must follow the format appearing on the following page of these instructions and must be published in a newspaper of general circulation in the area potentially affected by the activity which is the subject of your permit application. After publication, you must submit a certified copy of the published notice as it appeared in the newspaper to:

BUREAU OF WASTE MANAGEMENT
DIVISION OF ENGINEERING AND ENFORCEMENT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

The certified copy must contain the following certification on the first or last page of each document (not each page): "I certify that this is a true copy of the notice that appeared in [NAME OF NEWSPAPER] on [DATE]". The certified copy must be signed but it is not necessary that such certification be notarized.

Your application will not be processed until DEP receives a certified copy of the notice as it appeared in the newspaper.

The following format must be used when publishing notice of your application. The format contains instructions in brackets. You must insert the appropriate information to replace the instructions in the brackets.

Be sure to *delete* all instructions that are specified in brackets, in bold and in uppercase type. When a choice is specified in brackets, do not include any of the words in brackets unless they specifically apply to the activity you intend to conduct.

Notice of Permit Application

Town(s): [LIST ALL TOWNS IN WHICH THE REGULATED ACTIVITY IS LOCATED]

Notice is hereby given that [INSERT NAME OF APPLICANT HERE] (the "applicant") of [INSERT ADDRESS OF APPLICANT HERE] has submitted to the Department of Environmental Protection an application under Connecticut General Statutes Section 22a-208a for a permit to conduct a regulated activity in the construction, alteration or operation of solid waste facilities.

Specifically, the applicant proposes to [INSERT A BRIEF DESCRIPTION OF THE PROPOSED ACTIVITY AND ITS PURPOSE]. The proposed activity will take place at [INSERT THE STREET ADDRESS OR IF NOT AT A STREET ADDRESS GIVE THE SPECIFIC LOCATION OF THE PROPOSED ACTIVITY WITH REFERENCE TO FIXED LANDMARKS E.G., ROADWAY INTERSECTIONS, BRIDGES, OR OTHER STRUCTURES]. The proposed activity will potentially affect: [INSERT ANY NATURAL RESOURCES POTENTIALLY AFFECTED BY SUCH ACTIVITY (I.E., WETLANDS; WATERCOURSES, BY NAME; GROUND WATERS; AIR; LAND; TIDAL WETLANDS)].

Interested persons may obtain copies of the application from [INSERT NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF THE APPLICANT'S REPRESENTATIVE].

The application is available for inspection at the Department of Environmental Protection, Bureau of Waste Management, Division of Engineering and Enforcement, 79 Elm Street, Hartford, CT 06106-5127, telephone (860) 424-3366 from 8:30 to 4:30 Monday through Friday.

In addition, DEP may notify you that other forms of notice are required, including the posting of a sign in accordance with CGS Section 22a-61.

Permit Application Instructions (DEP-WEED-APP-100)

Please read the application form and instructions carefully. They have been designed to obtain specific information and any information that is missing or unclear will cause delays in the review process. If any questions are not applicable to your specific activity, please enter "N/A" in the space provided. If a question or supporting document is only required for specific activities it will be noted on the application form and in the instructions.

substitute for any state or federal statutes or regulations. Be sure to refer to the applicable statutes and regulations while completing your application.

Check the "Available Resources" section at the end of these instructions for assistance in obtaining guidelines, maps, etc. which are referenced in these instructions.

Please be advised that these instructions are not a

Part I: Application and Permit Type

In the table provided, place a check mark in the appropriate box in the left column to identify the solid waste facility you are proposing to construct and/or operate. Complete one permit application package for each solid waste facility requiring a permit. For example, if a transfer station and a wood chipping facility are proposed to be located on the same property, each facility will be permitted separately, and requires a separate application package. The applications can be submitted together with one *Permit Application Transmittal Form*.

Solid Waste Facility Types

Solid Waste Disposal Area (Landfill)

Municipal: a permit application is required for any new municipal solid waste landfill. This permit type also requires a discharge permit from the Bureau of Water Management.

Residue or Other Solid Waste: a permit application is required for any new proposed landfill other than a municipal landfill. This permit type may also require a discharge permit from the Bureau of Water Management.

Closure Plan - Active Site: a permit application is required for the submittal of any solid waste disposal area as-built closure plan, where the site is active pursuant to a permit authorized under CGS Section 22a-208a.

Closure Plan - Inactive Site: a permit application is required for the submittal of any solid waste disposal area closure plan where the site is inactive.

Volume Reduction Plants

A permit application is required for any facility (location or structure), whether located on land or water, where more than 2,000 pounds per hour of solid waste (which is generated elsewhere) is reduced in volume.

Select from the following categories:

Resources Recovery Facility
Intermediate Processing Center
Composting ≤ 100 tons/day,
 Source Separated Organic Material
Composting > 100 tons/day,

Source Separated Organic Material
Construction and Demolition Debris ≤ 100 tons/day
Construction and Demolition Debris > 100 tons/day
Land Clearing/Clean Wood Processing
Sludge Processing
Other ≤ 100 tons/day
Other > 100 tons/day

Renewal - Resources Recovery Facility: required for the renewal of an active permit for a resources recovery facility.

Renewal - Composting: required for the renewal of an active permit for a source-separated organic material composting facility (with composting defined as a process of accelerated biological decomposition of organic material under controlled conditions).

Renewal - Other: required for the renewal of an active permit for a volume reduction facility with a capacity that does not fall into one of the above renewal categories.

Transfer Station

A permit application is required for any new location, structure or activity, whether located on land or water, where more than ten cubic yards of solid waste (which is generated elsewhere) may be either: stored for transfer; or transferred from transportation units and placed in other transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer. Choose from one of the following categories which describes the facility's capacity as designed:

≤ 75 tons/day
 > 75 and ≤ 150 tons/day
 > 150 tons/day

Renewal: required for the renewal of an active permit for a transfer station.

Biomedical Waste Treatment Facility

Biomedical Waste Treatment Facility Permit: a permit application is required for a new solid waste facility capable of storing, treating or disposing of any amount of biomedical waste, excluding any facility where the only biomedical waste treated, stored or disposed of is biomedical waste generated at the site.

Renewal: required for the renewal of an active permit

for a biomedical waste treatment facility.

Minor Permit Amendments

A minor permit amendment is a minor change in the facility design, practices or equipment that would not significantly change the nature of the facility or its impact on the environment.

Solid Waste Disposal Area/Landfill: required for any minor amendment to an active permit for a solid waste disposal area or landfill.

All Others: required for any minor amendment to an active permit for all permit types (other than a solid waste disposal area/landfill). Specify type of facility on the line provided.

Permit Modifications

A permit modification is required to change to any substantive degree the design, capacity, process or operation of a solid waste facility, and includes, but is not limited to, changes in the volume or composition of solid waste disposed of, processed, reduced, stored or recycled at the facility.

A: Regulatory Requirement Modification:

Required for an amendment to authorize a change proposed solely to satisfy a new requirement in state or federal statute, regulation, permit or order. The fee for such modification is twenty-five (25) percent of the fee specified above in the appropriate category for a new application to construct or operate a solid waste facility, up to a maximum fee of \$7,500.00. Specify type of facility on the line provided.

B: Permittee Initiated Modification:

Required for an amendment to authorize a change to any substantive degree in (i) the approved design, capacity, process or operation of a solid waste facility holding a permit to construct, and includes but is not limited to a change in the approved capacity or composition of solid waste disposed of, processed, reduced, stored or recycled at the subject solid waste

facility, or (ii) the existing design, capacity, volume, process or operation of a solid waste facility not holding a permit to construct and includes but is not limited to a change in the volume or composition of solid waste disposed, stored, processed, reduced or recycled at the subject solid waste facility. The fee for such modification is fifty (50) percent of the fee specified above in the appropriate category for a new application to construct or operate a solid waste facility, up to a maximum fee of \$20,000.00. Specify type of facility on the line provided.

Existing Permit Information

If you are applying for a new individual permit for a facility formerly authorized by a general permit or an authorization, or if you are applying for a renewal, minor permit amendment or modification of an existing permit, provide the following:

- the permit or authorization number,
- the expiration date of the existing permit or authorization (if there is no expiration date, i.e., for landfill permits, write in the space provided, "issuance date" and provide the issuance date) and,
- the solid waste facility type.

Part II: Fee Information

For each permit that you are applying for, the initial fee, as stated on page 1 of the permit application form, must be submitted with the application. DEP will not process an application unless the required initial fee has been paid.

Note: The initial fee is the total permit application fee due for each new permit, or for each modification of an existing permit, unless otherwise specified in the general statutes or in regulations adopted pursuant thereto. If you are applying for multiple permits, be sure to sum the initial fees required for each permit and submit the total amount with the *Permit Application Transmittal Form* and application packages.

If the applicant is a municipality, the 50 percent fee discount applies. If the applicant is a state or federal

agency, contact the Bureau of Waste Management at (860) 424-3366 for the appropriate fee.

Part III: Applicant Information

When completing this part, please use the following standard:

- *Name* - Provide the full, legal *company/firm* name. (If identifying a *corporation* or *limited partnership* registered with the Secretary of the State, fill in the name exactly as it is shown on the registration.) If identifying an *individual*, provide the full legal name (include title and suffix) in the following format: Title (Ms, Dr, etc.); First Name; Middle Initial; Last Name; Suffix (Jr, PE, PhD, etc.).
 - *Phone* - Unless otherwise indicated, the phone number provided should be the number where the individual can be contacted during daytime business hours.
 - *Contact Person* - Provide the name of the specific individual within the company whom DEP may contact.
1. *Applicant* - Fill in the applicant's name and phone number exactly as it appears on the *Permit Application Transmittal Form*. The applicant will become the permittee upon issuance of any permit and will be legally responsible for ensuring compliance with environmental laws and regulations once the permit is granted.
 2. *Primary Contact* - If you have authorized a consultant, engineer, attorney or other individual to act for you during the processing of the permit application, complete this section. DEP will direct copies of all correspondence and inquiries to this primary contact.
 3. *Attorney* - It is not required that an applicant be represented by an attorney or any other agent. If you do have an attorney, complete this section.
 4. *Facility Operator* - List the entity responsible for managing the facility operation. The operator may be different than the owner or the applicant.
 5. *Site/Property Owner* - List the owner(s) of the location of the proposed activity.
 6. *Professional Engineer* - Please identify the Connecticut licensed Professional Engineer

retained by the applicant to certify all engineering submittals required in this application.

7. *Engineers/Consultants* - Please list other engineers or consultants employed or retained to assist in preparing the application or to design and construct the facility. Be sure to include what service is being provided by each.

Part IV: Site Information

1. The facility name, if applicable, should be the name by which the facility is commonly known and/or uniquely identified.

The information given as the location address should be the address of the property at which the proposed activity will take place. Include the street address, municipality, the Tax Assessor's Map, and the Block and Lot Number of the site. These numbers may be found on the most recent tax bill for the property or obtained from the tax assessor's office in the town in which the property is located. If the property does not have a street number, describe the location in terms of the distance and direction from an obvious landmark such as an intersection with another roadway, a bridge, or a river. For example, ". . . on River Street, approximately 1000 feet north of its intersection with Bear Swamp Road."

Provide the latitude and longitude, in degrees, minutes and seconds, of the approximate center of the facility or site of the proposed work. In addition, please indicate the method used to determine the latitude and longitude coordinates. There are a variety of methods of deriving latitude and longitude coordinates, with the Global Positioning System (GPS) being the most accurate.

2. Activities within the state's coastal area must be consistent with the Connecticut Coastal Management Act (CGS Sections 22a-90 through 22a-112). You may be required to complete a *Coastal Consistency Review Form* (DEP-APP-004) to demonstrate that the activity is consistent with the standards and policies of the Connecticut Coastal Management Act. To determine whether this requirement pertains to you, you must first decide if your activity is, or is proposed to be, located in either the coastal area or the coastal boundary.

The *coastal area*, as defined in CGS Section 22a-94 (a), includes the land and water within the following towns:

Branford	Guilford	Old Saybrook
Bridgeport	Hamden	Orange
Chester	Ledyard	Preston
Clinton	Lyme	Shelton
Darien	Madison	Stamford
Deep River	Milford	Stonington (Borough and Town of)
East Haven	Montville	Stratford
East Lyme	New London	Waterford
Essex	New Haven	West Haven
Fairfield	North Haven	Westbrook
Greenwich	Norwalk	Westport
Groton (City and Town of)	Norwich	
	Old Lyme	

The *coastal boundary*, as defined in CGS Section 22a-94(b), is a designated region within the coastal area. It is delineated on DEP-approved coastal boundary maps which are available for review at the DEP Office of Long Island Sound Programs (OLISP), the DEP File Room, and municipal offices of towns located in the coastal area. Copies of these maps may also be purchased from DEP Maps and Publications.

Activities within the coastal boundary:

If your activity is, or is proposed to be, located in the coastal boundary, and you are applying for either a new permit or a modification to an existing permit, you must complete a *Coastal Consistency Review Form* (DEP-APP-004) and submit it with your application as Attachment J.

For renewals of existing permits for activities located within the coastal boundary, you are not required to submit a *Coastal Consistency Review Form* with your initial application materials. However, DEP may notify you that submission of this form is required to process your application depending upon the specific activities to be conducted and their potential impact on coastal resources.

Activities outside the coastal boundary but within the coastal area:

For permit applications (new permits, modifications, or renewals) for activities located outside of the coastal boundary, but within a town in the coastal area, you are not required to submit a *Coastal Consistency Review Form* with your initial application materials. However, DEP may notify you that submission of this form is required to

process your application depending upon the specific activities to be conducted and their potential impact on coastal resources.

If you need copies of the *Coastal Consistency Review Form*, call the Permit Assistance Office (860) 424-3003. For assistance in completing the form, or if you have questions on this process, call OLISP at (860) 424-3034.

- CGS Section 26-310 provides that any activity authorized by a state agency, including any activity issued a permit by DEP, must not threaten the continued existence of any endangered or threatened species. DEP has produced a set of maps entitled "State and Federal Listed Species and Natural Communities". These maps serve as a preliminary screening tool to assist in the evaluation of impacts to endangered and threatened species.

In order to determine whether your proposed activity is located within an area where it may threaten the continued existence of an endangered or threatened species, consult the above referenced maps. These maps are currently available in the DEP File Room located on the store level at 79 Elm Street, Hartford. If your proposed activity is located within the shaded areas of concern as indicated on these maps, a detailed review will be conducted by DEP to determine if there will be any impact from your project.

If a field survey of the project area has been conducted to identify the presence of any endangered, threatened or special concern species, indicate the biologist's name who conducted the field survey, and his or her address and submit a copy of the field survey with your application as Attachment K.

If you have any questions on this process prior to submitting your application, call the Permit Assistance Office (860) 424-3003.

4. Aquifer protection areas are defined in CGS Section 22a-354h and are the areas that contribute water to public water supply wells. Eighty-nine towns within the state are required to establish Aquifer Protection Areas. Level B maps provide an approximation of the Aquifer Protection Areas. Please check the following list of towns to determine if your site location is within one of these towns and, if yes, check the appropriate map to see if the site is within an initial setback area or recharge area identified in a Level B map. Maps of Level B areas may be reviewed by contacting the Planning and Standards Division of the Bureau of Water Management (860) 424-3020.

Avon	Groton	Prospect
Beacon Falls	Guilford	Putnam
Berlin	Hamden	Ridgefield
Bethany	Killingly	Rocky Hill
Bethel	Killingworth	Salisbury
Bethlehem	Ledyard	Seymour
Bolton	Litchfield	Shelton
Bozrah	Madison	Simsbury
Bristol	Manchester	Somers
Brooklyn	Mansfield	Southbury
Burlington	Meriden	Southington
Canton	Middletown	South Windsor
Cheshire	Monroe	Stafford
Clinton	Montville	Stamford
Colchester	Naugatuck	Stonington
Coventry	New Canaan	Thomaston
Cromwell	New Hartford	Thompson
Danbury	New Milford	Tolland
Darien	Newtown	Torrington
Derby	North Canaan	Vernon
East Lyme	North Haven	Wallingford
East Windsor	Norwalk	Watertown
Enfield	Norwich	Westbrook
Essex	Old Lyme	Weston
Fairfield	Old Saybrook	Westport
Farmington	Oxford	Willington
Glastonbury	Plainfield	Windsor
Goshen	Plainville	Windsor Locks
Granby	Plymouth	Woodbury
Griswold	Portland	

map may be purchased from DEP Maps and Publications (860) 424-3555 and is also available for review at the DEP File Room located on the store level at 79 Elm Street, Hartford.

- 6b. The names and surface water classifications of the surface waterbodies which may be impacted by storm water and other wastewater discharges from the facility may be identified on the "Water Quality Classification Map of Connecticut" produced in 1987 by DEP. The map may be purchased from DEP Maps and Publications (860) 424-3555 and is also available for review at the DEP File Room located on the store level at 79 Elm Street, Hartford.
7. *Question 7 is to be completed for permit applications to construct and operate a solid waste disposal area (landfill) only.*

Provide the following information for new facilities or existing facilities which are not permitted:

- the site capacity in cubic yards;
- the site life of the landfill in years;
- the total acreage of the property on which the landfill will be located; and
- the acreage that is to be utilized for waste disposal purposes.

Provide the following information for a modification to an existing permitted facility:

- the previously permitted and the remaining site capacity in cubic yards;
- the additional capacity in cubic yards of the facility sought to be permitted in this application;
- the site life of the facility as indicated on the previous permit application and the estimated extended site life if a permit modification is granted;
- the total acreage of the property on which the landfill is located;

5. Please refer to CGS Section 22a-38 for the definition of a wetland and contact the local municipal inland wetlands agency for information pertaining to the site location.
- 6a. The ground water classification of the site on which the facility is located may be identified on the "Water Quality Classification Map of Connecticut" produced in 1987 by DEP. The

- e. the remaining acreage to be used for waste disposal that has been previously permitted; and
 - f. the additional acreage to be used for waste disposal with a permit modification.
8. *Question 8 is to be completed for permit applications to construct and operate a volume reduction plant or transfer station only.*

Provide the following information for new facilities or existing facilities which are not permitted:

- a. the maximum design capacity (in tons per day), which is the maximum amount of waste the facility can process and the estimated annual tonnage of waste processed (in tons per year);
- b. the total acreage of the property that the facility will be located on and the acreage that is to be utilized for the processing of waste.

Provide the following information for an existing permitted facility proposed to be substantially modified:

- a. identify the type(s) of modification;
 - b. the previously permitted and the proposed modification in maximum processing capacity in tons per day and the estimated tons per year;
 - c. the previously listed and the proposed modification of acreage of property where the facility is located;
 - d. the previously listed and the proposed modification of acreage to be used for the facility.
9. *A Temporary Permit to Operate (TPO) for the purpose of shakedown and testing is needed for any facility designed to have complicated waste handling procedures, processing flows and/or a substantial amount of fixed equipment (conveyors, shredders, balers,*

boilers/incinerators). An independent engineering consultant must certify to DEP the facility's processing capacity based on tests performed for the purpose of issuing the final Permit to Operate. RCSA Section 22a-209-4(c)(4) authorizes DEP to issue a temporary permit which allows a facility to accept solid waste prior to full operation for the purpose of testing major equipment and/or processing systems. Shakedown and testing activities shall be conducted only to ensure that the facility will operate properly, and that the issuance of the final Permit to Operate is warranted.

After review and approval of the permit application submitted to DEP for construction and operation of a solid waste facility, DEP may issue a TPO for shakedown and testing of complex facilities. The Bureau of Waste Management staff must be contacted at (860) 424-3366 in advance in order to resolve any special requirements for such TPO issuance.

Part V: Activity Information

In the space provided, please identify the solid waste facility type that you are referring to and check the appropriate boxes to indicate *all* of the types of waste to be received for processing and/or disposal at this facility.

Part VI: Supporting Documents

All permit applications must include Attachments A through K, unless otherwise noted in these instructions. Place a check mark in the appropriate box by each applicable attachment as verification that all applicable attachments have been submitted. Please label all attachments as referenced in the permit application form and these instructions and be sure to include the name of the applicant as indicated on the *Permit Application Transmittal Form*.

Attachment A: Executive Summary

Submit as Attachment A an executive summary which includes the following:

1. A Table of Contents of the application package, which includes:
 - the *Permit Application Transmittal Form*;
 - the *Permit Application for Construction and Operation of a Solid Waste Facility*;

- all supporting documents, which include plans, drawings, reports, studies, appendices, or other documentation which are attached as part of the application.

The supporting documents should be listed as follows:

Title of the document, the corresponding attachment label as indicated on the permit application form and the number of pages included in the document (e.g., Executive Summary - Attachment A- 4 pgs.).

2. A brief project description which includes: a description of the proposed regulated activities; a synopsis of the environmental and engineering analyses; summaries of data analysis; a conclusion of any environmental impacts and the proposed project timeline.
3. For renewals, modifications, or minor amendments, provide a list of operational changes in circumstances or information on which the previous permit was based.

Attachment B: Applicant Compliance Information Form

CGS Section 22a-6m provides for DEP review of an applicant's record of compliance with the environmental laws of Connecticut, any other state, and the federal government. Under the law, DEP may consider the applicant's environmental compliance record, as well as the record of the applicant's principals and any parent companies or subsidiaries, when reviewing a permit application.

All permit applications for activities not previously permitted by DEP must include a completed *Applicant Compliance Information Form* (DEP-APP-002) as Attachment B. The form includes a series of questions that the applicant must answer. If you answer yes to any of the questions on this form, you must complete the Table of Enforcement Actions as follows:

1. Type of Enforcement Action: Identify each enforcement action as one of the following:

Administrative order (including consent orders)
Judgment, order, or decree
Criminal conviction

2. Date: List the date each administrative order was issued or civil or criminal action was commenced.
3. Jurisdiction: For each listed enforcement action, indicate whether a state court, a federal court, a state agency or a federal agency was involved. Identify such court or agency.
4. Case/Docket Number: List the case or docket number of each enforcement action listed.
5. Description of Violation: Provide a brief description of the violation involved in the listed enforcement action and any requirement or penalty imposed as a result of such action.
6. For all listed enforcement actions which did not involve DEP or a Connecticut State Court, DEP may request a copy of the document initiating the listed enforcement action or a copy of the final judgment or order to be submitted at a later date.

Attachment C: United States Geological Survey (USGS) Map

Submit as Attachment C an 8-1/2" x 11" copy of the relevant portion or an original of a USGS topographic quadrangle map, at a scale of 1:24,000, indicating the exact location of the project site and the proposed activities as described below.

The quadrangle name should be noted on the copy of the map submitted. The boundary of the site must be outlined and the location of the proposed activity must be labeled. For landfills or solid waste facilities without structures, the boundary of the activity must be outlined with the center of the activity labeled. See Figure A, on the following page, for examples of how a USGS Map must be labeled when submitted.

DEP will use this map to enter your project location into its Geographic Information System (GIS). It is important that you accurately locate the project site and proposed activities because the GIS generates

natural resource information relevant to your site. An inaccurate description of the project location will delay processing of your application.

Attachment D: Background Information (DEP-WEED-APP-101)

Submit as Attachment D, on the form provided by DEP, background information requested on the applicant, owner, and operator of the solid waste facility. If the applicant, owner and operator are different entities, copies of the form must be completed by each entity.

Attachment E: Statement of Consistency with the Solid Waste Management Plan (DEP-WEED-APP-102)

Submit as Attachment E, on the form provided by DEP, your statement of consistency with the Connecticut Solid Waste Management Plan. The goals and policies set forth in the Connecticut Solid Waste Management Plan (SWMP) promote source reduction, recycling, composting and energy recovery over land disposal as established in CGS Section 22a-228(b). For a copy of the SWMP or assistance in preparing the statement of consistency, contact the Waste Planning and Standards Division at (860) 424-3022.

Attachment F: Determination of Need Information (DEP-WEED-APP-103)

Pursuant to CGS Section 22a-208d, DEP cannot issue a permit to construct or expand a Resources Recovery Facility (RRF), or a mixed Municipal Solid Waste (MSW) Composting Facility (facilities where any mixed MSW will be processed), or a Disposal Area for Ash Residue, or a Disposal Area for mixed MSW unless DEP makes a written determination that such a facility is necessary to meet the solid waste disposal needs of Connecticut and will not result in substantial excess capacity of RRF's, disposal areas or mixed MSW composting facilities. In assessing the determination of need for such facilities, DEP will consider the information submitted by the applicant and any other information DEP deems pertinent.

Submit as Attachment F, on the form provided by DEP (DEP-WEED-APP-103), the following information as instructed:

- Complete Part I of the form (DEP-WEED-APP-103) if applying for a permit to construct or expand a RRF or a mixed MSW composting facility.

In assessing the determination of need for a RRF or a mixed MSW composting facility, DEP will also consider: current and anticipated availability of guaranteed operating capacity in Connecticut for mixed MSW at RRF's and mixed MSW composting facilities; design capacity of land disposal areas; guaranteed operating capacity of other facilities which process or dispose of mixed MSW that have obtained all necessary permits to construct.

- Complete Part II of the form (DEP-WEED-APP-103) if applying for a permit to construct a disposal area for ash residue generated by RRF's. Complete Part III of the form (DEP-WEED-APP-103), if applying for a permit to construct a disposal area for mixed MSW.

Attachment G: Business Information

Submit as Attachment G the following business information for each facility.

Financial Stability Information

Include a detailed statement from a Certified Public Accountant which demonstrates the financial capacity of the applicant to develop and operate the project in a manner consistent with Connecticut environmental laws and standards.

With respect to the costs of financing, design, construction and start-up of the proposed facility, provide the following information:

1. Estimated cost and identification of the source of funds for the facility.
2. Identification and discussion of the proposed method of financing costs which will not be paid from the applicant's own resources.

Figure A: USGS Map

Note: This page is reserved for the example of how a USGS map must be labelled when submitted. This figure is not currently available in electronic format. To obtain a copy of this figure, contact:

PERMIT ASSISTANCE OFFICE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM ST
HARTFORD CT 06106-5127

(860)424-3003
(860)424-4077 FAX

3. For costs to be paid from the applicant's own resources, demonstration that such resources are available (which may include third party assurances).
4. Has the applicant, or its affiliates, ever implemented a project of comparable magnitude? If so, explain.

If the proposed facility involves one million dollars or more in total capital cost, include a statement from an independent third party, certifying as to the reasonableness of such information.

With respect to the on-going operation of the facility, provide the following information:

1. An estimate of the cost of operating and maintaining the facility, and a discussion of the source of revenues to pay such costs.
2. A discussion of the financial capacity of the applicant to properly operate the facility, and the proposed method of addressing potential, unexpected costs associated with environmental compliance, breakdowns, malfunctions and related events.
3. If other parties will be responsible for the operation of the facility, demonstrate the ability of such parties to meet the financial capacity to do so.

Land Ownership Documents

In accordance with RCSA Section 22a-209-4(b)(1), the applicant must provide signed copies of any lease, deed or other agreements regarding the ownership, control, or use of the facility by the applicant. Such documents include but are not limited to land deeds (e.g., warranty deed; certified deed; lease agreement; etc.).

Agreements Between Parties and Service Agreements and Contracts

Provide copies of all contracts and agreements (e.g., bridge agreements; agreements between the applicant and owner, operator, municipality(s), regional authority, markets, disposal facility(s), other processing facilities, etc.)

(Note: All contracts required by CGS Section 22a-213 and RCSA Section 22a-209-5 involving a municipality must be approved by DEP.)

Organization Chart

Include an organization chart, which illustrates the relationship between all parties involved in the ownership and management of the facility.

Planning and Zoning Approval

Required for landfills or resources recovery facilities pursuant to CGS Section 22a-208b only: Provide a copy of Planning and Zoning approval, special permit, special exception or variance, or other documentation showing that the proposed facility complies with local zoning requirements.

Attachment H: Facility Plan

Applications for construction and operation of a solid waste disposal area (landfill) need not include Attachment H.

Submit as Attachment H a facility plan for each facility which consists of engineering drawings and an operation and management plan, prepared in accordance with guidelines developed by DEP and by an engineer licensed to practice in the State of Connecticut. The guidelines which have been developed for selected types of solid waste facilities to assist in the preparation of the facility plan are listed in the "Available Resources" section at the end of these instructions. For copies of any of the guidelines, call the Bureau of Waste Management at (860) 424-3366.

Attachment I: Checklist for Solid Waste Disposal Areas (Landfills)

Submit as Attachment I a completed checklist on the form provided by DEP, *Checklist for Solid Waste Disposal Areas* (DEP-WEED/PERD-APP-110), and the solid waste disposal area (landfill) engineering documents as specified in the checklist.

Please note that the form *Checklist for Solid Waste Disposal Areas* (DEP-WEED/PERD-APP-110) is to be used to fulfill requirements under the *Permit Application For Wastewater Discharges* (DEP-PERD-APP-100) also.

Attachment J: Coastal Consistency Review Form
(DEP-APP-004)

Activities within the state's coastal area must be consistent with the Connecticut Coastal Management Act (CGS Sections 22a-90 through 22a-112). You may be required to complete a *Coastal Consistency Review Form* (DEP-APP-004) to demonstrate that the activity is consistent with the standards and policies of the Connecticut Coastal Management Act. Please refer to the instructions in Part IV, item 2, to determine if this requirement pertains to you.

Attachment K: Field Survey

Submit a copy of any field surveys conducted to identify the presence of any endangered or threatened species or species of special concern as Attachment K, as explained in Part IV, item 3 of these instructions.

Attachment L: Certification Regarding Activities
Previously Licensed by DEP
(DEP-WEED-APP-104)

If your application concerns an activity previously licensed by DEP, you may incorporate a document by reference into your application by completing the form provided by DEP and submitting it with your application as Attachment L. To incorporate a document by reference, the document must have been submitted to DEP previously and you must certify that such documents accurately represent the permitted activity as of the date the application is submitted. The documents that are eligible for incorporation by reference include the following:

Background

Information: (Applicant/Owner/Operator Info) (DEP-WEED-APP-101); Statement of Consistency with Solid Waste Management Plan (DEP-WEED-APP-102); Determination of Need Information (DEP-WEED-APP-103)

Business Information:

Applicant's financial stability information; land ownership documents; agreements between all parties involved in the project for the ownership, control, and use of the facility; service agreements and/or contracts with markets, users, final disposal sites, or other processing facilities; planning and zoning approval

Plans:

Engineering drawings such as area map, site plan, architectural and mechanical drawings, cross sections and specifications, mass balance diagrams; Operation and Management Plan; Checklist for Solid Waste Disposal Areas (landfills) (DEP-WEED/PERD/APP-110)

You are not required to resubmit such documents unless requested by DEP. Check the appropriate box(es) to indicate which documents you are proposing to incorporate by reference and provide the document's final revision date.

Part VII: Application Certification

After the application has been completed it must be reviewed and signed by both the applicant(s) and the individual(s) who actually prepared the application. By their signature, they certify that to the best of their knowledge and belief, the information contained in the application, including all attachments, is true, accurate and complete.

The certification of the application package must be signed as follows:

- a. For an individual(s) or sole proprietorship, by the individual(s) or proprietor, respectively;
- b. For a corporation, by a principal executive officer of at least the level of vice president;
- c. For a partnership, by all general partners;
- d. For a municipal, state, or federal agency or department, by either a principal executive officer or a ranking elected official or by other representatives of such applicant authorized by law.

An application will be considered insufficient unless all required signatures are provided.

Available Resources:

Guidelines

For copies of the following guidelines call the Bureau of Waste Management at (860) 424-3366.

- Guidelines for Engineering Evaluations of Solid Waste Disposal Areas

- Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Volume Reduction Facility Processing Clean Wood Waste
- Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Volume Reduction Facility Processing Construction/Demolition Wastes
- Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Resources Recovery Facility
- Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility
- Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Solid Waste Transfer Station
- Guidelines for Engineering Evaluation of an Application for Collection of Household Paints and Stains at an Existing Permitted Solid Waste Landfill, Transfer Stations, or Intermediate Processing Center.
- Soil Series Description and Delineation: County Soil and Water Conservation District Offices and State Soil Conservation Service Office
- Pollution Prevention: A variety of pollution prevention publications are available from the Office of Pollution Prevention, (860) 424-3297
- Aquifer Protection: DEP, Bureau of Water Management, "Water Quality Classification Map" and "Connecticut Water Quality Standards".
- State and federal statutes and regulations are available for review at various locations:
 - State Library (Hartford)
 - University of Connecticut Law School (Hartford)
 - Yale University Law School (New Haven)
 - Superior Courthouse Libraries (located throughout the state)

Both the DEP Maps and Publications (860) 424-3555 and the DEP File Room (860) 424-4180 are located on the store level at 79 Elm Street, Hartford, CT. Please call the appropriate office in advance for hours of operation.

Below is a list of possible resources for specific information required for this application. Be sure to first check your local town hall or library for maps and other reference materials.

- Coastal Boundary Areas: Town Hall and/or DEP Maps and Publications; "Coastal Boundary Map"
- USGS Topographic Quadrangle Map: DEP Maps and Publications, (860) 424-3555, USGS Office, (303) 202-4700
- Endangered or Threatened Species Areas: DEP File Room; "State and Federal Listed Species and Natural Communities"
- Drinking Water Supply Wells and Reservoirs: Town Hall and/or DEP Maps and Publications; "Community Water Systems Map" (private wells not shown)
- Archeological or Historical Landmarks: Town Hall or Connecticut Historical Commission
- Land Conservation Areas: Town Hall and/or DEP Maps and Publications; "Open Space Map"



Public Notice Requirements for Permit Applications

Section 22a-6g of the Connecticut General Statutes (CGS) imposes public notification requirements on applicants for permits issued by the Department of Environmental Protection (DEP) under CGS Sections 22a-32, 22a-39, 22a-174, 22a-208a, 22a-342, 22a-361, 22a-368, 22a-403 or 22a-430, subsection (b) or (c) of Section 22a-449, Section 22a-454, or Section 401 of the federal Water Pollution Control Act (33 USC 466 et seq.). **Note: for general permits, applicants or registrants are not required to comply with these requirements.**

In order to comply with these requirements, you must, at a minimum:

1. Publish notice of the permit application in a newspaper of general circulation in the area affected by the proposed activity. This notice *must follow the format* specified in the relevant permit application instructions and should be published immediately *after* you submit your application to DEP.
2. Send a copy of the notice to the chief elected official of the municipality in which the regulated activity is proposed. The chief elected official is generally the mayor, 1st selectman, or the chairman or president of the town council, depending on the form of government of the municipality. Specific information for each municipality is listed in The State Register and Manual (often referred to as the Blue Book), which is available on the Secretary of the State's website at <http://www.sots.state.ct.us>, and is also usually available at town clerks' offices, the State Library, and public libraries. If you have questions, you can call the Secretary of the State's office at (860) 509-6138, the town clerk of the appropriate municipality, or DEP's Permit Assistance Office at (860) 424-3003 for the relevant information.
3. Attach a copy of the published notice to a completed Certification of Notice Form - Notice of Application (DEP-APP-005A). This form asks you to: a) specify the specific date and newspaper in which the notice was published; b) certify that the attached notice is a true copy; and c) list the municipal official(s) to whom the notice was provided. This form must be mailed to:

[INSERT RELEVANT DEP PROGRAM OR DIVISION]

[INSERT RELEVANT DEP BUREAU]

Department of Environmental Protection

79 Elm Street

Hartford, CT 06106-5127

Be sure to *list the appropriate program and bureau in the address* (as specified in the relevant permit application instructions.)

Your application will not be processed until DEP receives the Certification of Notice Form - Notice of Application with the attached copy of the notice.

Please note: DEP may notify you that other forms of notice are required, including the posting of a sign in accordance with CGS Section 22a-6l.

**REQUEST FOR PROPOSALS
FOR
DESIGN, UPGRADE, RETROFIT, AND
OPERATION/MAINTENANCE SERVICES FOR THE
STRATFORD INTERMEDIATE PROCESSING CENTER**

ATTACHMENT F

**“EXECUTIVE SUMMARY”
OF
CRRA “APPLICATION FOR PERMIT
MODIFICATION OF THE STRATFORD REGIONAL
RECYCLING FACILITY”**

EXECUTIVE SUMMARY

Connecticut Resources Recovery Authority Permit Renewal Application For The Stratford Regional Recycling Center

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BRIEF PROJECT DESCRIPTION

The Stratford Regional Recycling Center (RRC) is an intermediate processing center located in Stratford, Connecticut. The Stratford RRC serves the municipalities that are part of the Connecticut Resources Recovery Authority (CRRA) Bridgeport Project. The current operator of the facility is Fairfield County Recycling, Inc. (FCR).

In 1990, FCR received from the Connecticut Department of Environmental Protection (CT DEP) a "Permit to Construct" for the Stratford RRC. That permit was subsequently voided and a new "Permit to Construct" (SW-1380212) was issued to CRRA on August 19, 1993. The "Permit to Operate" (13800237) was issued to CRRA on May 3, 1994 and was renewed (1380237-R/PO) on March 15, 2000.

On November 14, 2004, CRRA submitted to CT DEP a timely renewal application for the "Permit to Operate" (1380237-R/PO) for the Stratford RRC. The "Permit to Operate" was scheduled to expire on March 15, 2005. By letter dated March 23, 2006, Kim Hudak of CT DEP transmitted to CRRA a "Notice of Tentative Determination" (NTD) on CRRA's permit renewal application for the Stratford RRC. CRRA has not yet published the NTD.

Subsequent to the submittal of the permit renewal application, CRRA determined that several changes needed to be made in the "Permit to Operate" and is, therefore, submitting to CT DEP this permit modification application. CRRA will hold the NTD on the permit renewal application in abeyance until CT DEP issues a decision on this permit modification application.

In this permit modification application, CRRA is requesting that the amount of material that the facility may process be increased from 250 tons per day to 500 tons per day and that the hours during which the facility can receive waste and process waste be clarified.

Increase in Tonnage

In the original application for a "Permit to Construct" the Stratford RRC, FCR indicated that the "facility can handle 500 TPD utilizing two eight-hour shifts." However, FCR also indicated that, at the time, it planned on running only one eight-hour shift per day. Regardless, the permit that was issued specified that "the Permittee shall process at the Facility no more than 250 tons/day of solid waste." The 250 tons per day limit has carried over into the current permit and the NTD.

CRRA is applying to increase the daily limit on the amount of solid waste that may be processed from 250 tons per day to 500 tons per day. Attached is a May 14, 1993 letter from WMC Consulting Engineers to CRRA indicating that during the acceptance test period, the Stratford RRC processed an average of 276 tons per day. A review of the capabilities of the processing equipment at the Stratford RRC (see Section 5 and Exhibit H of the O&M Plan) clearly indicates it is capable of processing 250 tons per eight-hour shift. Finally, over the twelve years that the Stratford RRC has been in operation it has consistently demonstrated the ability to process 250 tons per eight-hour shift.

In order to process the additional tonnage, CRRA would run a partial or full second eight-hour shift when warranted. The current permit specifically indicates that “second shifts may be allowed if requested and approved by the Department.” This permit modification application is CRRA’s request for the authority to run second shifts as needed.

To summarize, CRRA is requesting that the current limit on processing of 250 tons per day be increased to 500 tons per day. This increase will allow CRRA to collect and process additional recyclables in southwestern Connecticut simply by taking fuller advantage of processing capacity that already exists in the Stratford RRC.

Clarification of Hours

The current permit limits the hours of operation of the Stratford RRC to Monday through Friday 7:00 a.m. to 5:00 p.m. This limit has been interpreted to mean that the facility may be open to receive materials only during the specified ten-hour period. CRRA is not requesting a change in the hours during which materials may be received, but, as a consequence of the request to increase the tonnage limit on processing, CRRA is requesting that it be allowed to process material at the facility from 7:00 a.m. to 11:00 p.m. Monday through Friday (i.e., two eight-hour shifts).

While not requesting a change in the hours during which material may be received, CRRA does request that both the hours during which material may be received (7:00 a.m. to 5:00 p.m.) and the hours during which material may be processed (7:00 a.m. to 11:00 p.m.), Monday through Friday, be specified in the modified permit.

OPERATIONAL CHANGES IN CIRCUMSTANCES OR INFORMATION

Since the Stratford RRC began operation in 1993, there have been very few operational changes.

One change to note is the operation of the plastic granulators. Fairfield County Recycling, Inc. no longer operates the granulators, as market conditions and operational concerns have rendered them obsolete. Fairfield County Recycling, Inc. will not be placing the granulators back into service.

Another change is that the Stratford RRC no longer manually separates the deposit containers (bottle bill containers) from the container stream. All containers are processed together.

FCR, Inc., the corporate parent of Fairfield County Recycling, Inc., now employs a full time Maintenance and Engineering Director. All equipment maintenance at the Stratford RRC is coordinated by the Director, and regular maintenance audits are performed by the Director and his staff. FCR, Inc. also employs a full time Safety Manager and a full time Environmental Manager. Regular safety and environmental audits are performed at the Stratford RRC by these individuals.