

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS**

**("RFB")**

**FOR**

**SPOT WASTE DELIVERIES  
AT THE  
MID-CONNECTICUT AND WALLINGFORD WASTE  
PROCESSING FACILITIES**

**(RFB Number FY08-OP-017)**

**BID DUE DATE**

**May 22, 2008**

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

**May 9, 2008**

**REQUEST FOR BIDS**  
**For**  
**SPOT WASTE DELIVERIES**  
**TO THE**  
**MID-CONNECTICUT AND WALLINGFORD WASTE**  
**PROCESSING FACILITIES**  
**(RFB Number 08-OP-017)**

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
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May 9, 2008

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**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 1**

**NOTICE TO CONTRACTORS  
INVITATION TO BID**

**Legal Notice**  
**Request for Bid for**  
**Spot Waste Deliveries**  
**Mid Connecticut and Wallingford Resources Recovery Facilities**

The Connecticut Resources Recovery Authority (CRRA) is seeking bids from qualified waste haulers for delivery of municipal solid waste (MSW), refuse derived fuel (RDF), or wood chips, on an as needed basis (Spot Waste), to its Mid-Connecticut Resources Recovery Facility located in Hartford, Connecticut and the Wallingford Resources Recovery Facility located in Wallingford, Connecticut during the period from July 1, 2008 to June 30, 2011.

Request for Bid ("RFB") package documents may be obtained by contacting John Romano by telephone at (860) 757-7760 or by e-mail at [jromano@crra.org](mailto:jromano@crra.org), beginning **Monday, May 5, 2008**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page.

**Sealed bids must be received at the Mid-Connecticut Project offices of CRRA, 211 Murphy Road, Hartford, Connecticut 06114 no later than 12 noon, Thursday, May 22, 2008.** Bids received after the time and date set forth above shall be rejected.

**REQUEST FOR BIDS  
FOR**

**SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 2**

**INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND WALLINGFORD WASTE PROCESSING FACILITIES

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#### 1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four resources recovery facilities, two regional recycling centers, one MSW landfill, one combustor ash landfill, one bulky waste landfill and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

One of CRRA's facilities is the Mid-Connecticut Resource Recovery Facility ("RRF"), which is a waste-to-energy facility. The Mid-Connecticut RRF includes the Waste Processing Facility ("WPF"), which is the facility where Municipal Solid Waste ("MSW") is converted into Refuse Derived Fuel ("RDF"). The WPF is located at 300 Maxim Road, Gate 70, Hartford, Connecticut 06114 and is operated by the Metropolitan District (the "Dis-

trict”) under contract to CRRA. The Mid-Connecticut and Wallingford Resources Recovery Facilities receive approximately 3,000 and 500 tons of municipal solid waste per day, respectively.

The CRRA is seeking bids from qualified waste haulers for delivery of MSW, RDF, or wood chips on an **as-needed** basis (“Spot Waste”) to its Mid-Connecticut Resources Recovery Facility located in Hartford, Connecticut during the period from July 1, 2008 to December 31, 2011. And CRRA is seeking bids from qualified waste haulers for delivery of MSW, or wood chips on an **as-needed** basis to the Wallingford Resources Recovery Facility during the period from July 1, 2008 to June 30, 2010.

CRRA’s notification to hauler(s) authorizing spot waste deliveries shall be determined on an as-needed basis and is communicated to hauler(s) via telephone call, e-mail, and/or fax. Authorization to deliver spot waste is normally given by CRRA on the Thursday or Friday preceding the week spot waste is needed. Normally, spot waste is accepted on a Monday through Friday schedule. Rarely are haulers asked to deliver spot waste on a Saturday. The quantity of spot waste needed will vary from week-to-week, month-to-month.

The quantity of Spot Waste needed from contracted hauler(s) varies considerably. CRRA almost always uses multiple haulers during periods spot waste is needed. CRRA does not guarantee any quantity of **Spot Waste to any hauler in this RFB.**

## 2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Friday, May 9, 2008
Deadline for Written Questions	Friday, May 16, 2008
Bids Due at CRRA	Thursday, May 22, 2008

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

Bidders should be aware that it may take up to four weeks from the time the successful bidder returns the executed Agreements to CRRA and meets all of the other conditions specified in the Notice Of Award until CRRA issues to the successful bidder a Notice To Proceed with the work for which it has been selected.

### 3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) To The Mid-Connecticut Spot Waste Delivery Agreement and/or Wallingford Spot Waste Delivery Agreement (the “Agreement(s)”);
  - (2) Notice To Contractors – Invitation To Bid;
  - (3) Instructions To Bidders;
  - (4) Bid Form;
  - (5) Bid Tonnage Form;
  - (6) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (7) Certification Concerning Nondiscrimination;
  - (8) Bidder’s Background Questionnaire;
  - (9) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - (10) Addenda;
  - (11) Contractor’s Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
  - (12) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];and
  - (13) Any written amendments to the Agreement issued pursuant to Section 18 of the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder(s) of the work required to make repairs to the MSW floor at the Mid-Connecticut WPF, in accordance with the Contract Documents.



- (f) **Property:** The certain parcel of real property located at 300 Maxim Road, Gate 70, Hartford, Connecticut, upon which property CRRA operates the Mid-Connecticut WPF and 530 South Cherry Street, Wallingford, Connecticut, upon which CRRA operates the Wallingford RRF.
- (g) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.
- (h) **Spot Waste:** as used in this invitation shall mean the following: (1) MSW generated by, and collected from, residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Non-Member Municipality of the CRRA System but does not include: (i) bulky waste items such as construction, demolition, and/or land clearing debris; (ii) non-processible items such as household furniture, mattresses, rugs; (iii) solid waste which contains hazardous waste as defined in Connecticut General Statutes Sec. 22a-115; or (iv) any other waste deemed to be unacceptable by CRRA; (2) RDF – shredded waste, whose type and origin is pre-approved in writing by CRRA, that does not exceed twelve (12) inches in length and six (6) inches in width, and does not include Acceptable Waste that is generated by, and collected from, residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Member Municipality of the CRRA System; and (3) Wood Chips – wood chips that do not exceed six (6) inches in length by four (4) inches in width by two (2) inches in thickness. Prior to the delivery of any RDF, hauler shall provide CRRA with written evidence that the facility or site generating the RDF is currently permitted and operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirement that is deemed satisfactory to CRRA at its sole and absolute discretion.

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

#### 4. **Communications With CRRA Staff and Board Members**

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

## 5. Scope Of Work

CRRA is seeking bids from qualified waste haulers for delivery of municipal solid waste (“MSW”), refuse derived fuel (“RDF”), or wood chips on an **as-needed** basis (“Spot Waste”) to its Mid-Connecticut Resources Recovery Facility located in Hartford, Connecticut and the Wallingford Resources Recovery Facility located in Wallingford, Connecticut.

CRRA’s notification to hauler(s) authorizing spot waste deliveries shall be determined on an as-needed basis and is communicated to hauler(s) via telephone call, e-mail, and/or fax. Authorization to deliver spot waste is normally given by CRRA on the Thursday or Friday preceding the week spot waste is needed. Normally, spot waste is accepted on a Monday through Friday schedule. Rarely are haulers asked to deliver spot waste on a Saturday. The quantity of spot waste needed will vary from week-to-week, month-to-month.

The quantity of Spot Waste needed from contracted hauler(s) varies considerably. CRRA almost always uses multiple haulers during periods spot waste is needed. **CRRA does not guarantee any quantity of Spot Waste to any hauler in this RFB**

Haulers will be required to obtain the proper permits for each vehicle accessing the facilities and to comply with the Permitting, Disposal and Billing Procedures for each Facility. If a Hauler qualifies as a minority or small contractor pursuant to the Connecticut General Statutes, CRRA may require that Hauler register with the State of Connecticut as a minority or small business contractor.

## 6. Bid Package Documents

This RFB package consists of the following documents:

1. Notice To Contractors – Invitation To Bid;
2. Instructions To Bidders;
3. Bid Form;
4. Bid Tonnage Form;
5. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
6. Certification Concerning Nondiscrimination;
7. Bidder’s Background Questionnaire;
8. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
9. Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];and
10. MID-CONNECTICUT SPOT WASTE DELIVERY AGREEMENT:
  - A. Mid-Connecticut Project Permitting, Disposal And Billing Procedures
  - B. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
11. WALLINGFORD SPOT WASTE DELIVERY AGREEMENT:

- A. Wallingford Project Permitting, Disposal And Billing Procedures
- B. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban

Complete sets of the above documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices 211 Murphy Road, Hartford, Connecticut 06114, beginning Friday, May 8, 2008.

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

<http://www.crra.org> on the "Business Opportunities" page, under "RFB: WPF Improvements For Platforms, Catwalks, Stairs, Ladders, and Landings At The Mid-Connecticut Waste Processing Facility" heading.

All of the forms included in the documents are available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages bidders to make use of the downloaded Word forms.

## 7. Addenda And Interpretations

CRRA may issue Addenda to this bid package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to John Romano, Project Manager, by e-mail (jromano@crra.org), by fax ((860) 278-8471), or by correspondence (CRRA, 211 Murphy Road, Hartford, Connecticut 06114). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, May 16, 2008.**

Addenda, if any, issued will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB Spot Waste Deliveries To The MID-Connecticut And Wallingford Waste Processing Facilities" heading). Such addenda will be posted on the web site no later than three (3) days before the submittal deadline.

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

## 8. Bid Submittal Procedures

**Sealed bids shall be submitted no later than 12:00 p.m., Eastern Time, Thursday, May 22, 2008** at the offices of CRRA, 211 Murphy Road, Hartford, Connecticut 06114, Attn: John Romano. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and two (2) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "RFB Spot Waste Deliveries To The MID-Connecticut And Wallingford Waste Processing Facilities."

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

**The terms and conditions of the Agreements (Sections 10 & 11 of this RFB), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement(s), as attached, should not submit a bid.**

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

## 9. Bid Contents

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

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

- (a) Title page;
- (b) Cover letter, which includes name of the bidder and the bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 11.2 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) The Bid Form (Section 3), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement page (Page 7);
- (e) The completed Bid Tonnage Form (Section 4);
- (f) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8), with the

Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;

- (g) The completed Certification Concerning Nondiscrimination (Section 7), with the bidder's nondiscrimination policies and procedures attached;
- (h) The completed Bidder's Background Questionnaire (Section 11); and

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

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

## 10. Bid Opening

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

**CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.**

## 11. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder(s) is in the best interests of CRRA. CRRA's selection of hauler(s) shall take into consideration quantity of material available, and quality of material available, among other criterion. **However, the selection of a bidder(s) and the award of such contract, while anticipated, are not guaranteed.**

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

### 11.1 Evaluation Criteria

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

## **11.2 Affirmative Action Evaluation Criteria**

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

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 11(i) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 11(b) of this Instructions To Bidders).

## **12. Contract Award**

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

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

### **13. Contractor's Certification Concerning Gifts**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in this RFB (see Attachment A to Section 12 of the RFB).

### **14. Bid Preparation And Other Costs**

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

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 3  
BID FORM**





**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** FY08-OP-017

**CONTRACT FOR:** Spot Waste Deliveries To The Mid-Connecticut And Wallingford Waste Processing Facilities

**BIDS SUBMITTED TO:** Connecticut Resources Recovery Authority  
211 Murphy Road  
Hartford, Connecticut 06114

**1. DEFINITIONS**

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

**2. TERMS AND CONDITIONS**

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

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

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice Of Award.

**3. BIDDER'S OBLIGATIONS**

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

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

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

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

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

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the

specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;

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

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

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

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

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

## **8. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Bid, Bidder:

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

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

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

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

## **10. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS**

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

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

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

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

## **12. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

## **13. ATTACHMENTS**

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

- (a) The completed Bid Price Form;
- (b) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety that has been completely filled out by the Bidder;
- (c) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (d) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (e) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

**14. NOTICES**

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

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

**15. ADDITIONAL REPRESENTATION**

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

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

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

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 4  
BID TONNAGE FORM**



**BID TONNAGE FORM**

Using this tonnage form, all Bidders **must** provide your company’s available tonnage at the per ton disposal “tip fee” your company proposes to deliver to CRRA for the disposal of waste, based upon type of material, at either the Mid-Connecticut or Wallingford Resources Recovery Facility for the following **Contract Years**:

**CONTRACT YEAR ONE (July 1, 2008 – June 30, 2009)**

<b>FACILITY</b>	<b>MSW Per Ton Price</b>	<b>RDF Per Ton Price</b>	<b>WOOD CHIPS Per Ton Price</b>
Mid-Connecticut	<b>@\$40.00/Ton</b>	<b>@\$25.00/Ton</b>	<b>@\$25.00/Ton</b>
Wallingford	<b>@\$50.00/Ton</b>	N/A	N/A

Please note that the Wallingford Resources Recovery Facility does not accept RDF or wood chips as fuel. Please do not provide bids for these materials for the Wallingford plant.

**CONTRACT YEAR TWO (July 1, 2009 – June 30, 2010)**

<b>FACILITY</b>	<b>MSW Per Ton Price</b>	<b>RDF Per Ton Price</b>	<b>WOOD CHIPS Per Ton Price</b>
Mid-Connecticut	<b>@\$42.00/Ton</b>	<b>@\$30.00/Ton</b>	<b>@\$25.00/ton</b>
Wallingford	<b>@\$55.00/Ton</b>	N/A	N/A



**CONTRACT YEAR THREE (July 1, 2010 – June 30, 2011)**

<b>FACILITY</b>	<b>MSW Per Ton Price</b>	<b>RDF Per Ton Price</b>	<b>WOOD CHIPS Per Ton Price</b>
Mid-Connecticut	<b>@\$45.00/Ton</b>	<b>@\$35.00/Ton</b>	<b>@\$25.00/Ton</b>
Wallingford	N/A	N/A	N/A

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

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 5**

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



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

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

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

## LIST OF ACRONYMS

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

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 6**

**CERTIFICATION CONCERNING  
NONDISCRIMINATION**



**CERTIFICATION CONCERNING  
NONDISCRIMINATION**

(This certification must be executed by an individual or business entity submitting a bid/proposal to the Connecticut Resources Recovery Authority regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.).

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name),  
(the "Contractor"), hereby certify that:

1. Contractor seeks to enter into the WPF Improvements For Platforms, Catwalks, Stairs, Ladders, and Landings At The Mid-Connecticut Waste Processing Facility Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Consultant will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Consultant; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

\_\_\_\_\_ day of \_\_\_\_\_ 200 8

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 7**

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



	Yes	No
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 8

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

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 8**

**SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 9  
NOTICE OF AWARD**



## NOTICE OF AWARD

**TO:**

**PROJECT:** Mid-Connecticut

**RFB NO.:** FY08-OP-017

**CONTRACT:** Spot Waste Deliveries To The Mid-Connecticut And Wallingford Waste Processing Facilities

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated **May 22, 2008** in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Spot Waste Deliveries To The Mid-Connecticut And Wallingford Waste Processing Facilities Agreements (the "Work").

You are hereby notified that your Bid has been accepted for the Work as prescribed in the aforementioned Agreements.

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; and
- (d) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated.

CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
John Romano  
Title: Project Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged **this** \_\_\_\_ **day of** \_\_\_\_\_, **2008.**

By: **[Contractor]**

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

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

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

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**





**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND WALLINGFORD WASTE PROCESSING FACILITY**

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

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

I, \_\_\_\_\_, a duly authorized officer and/or representative of \_\_\_\_\_ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

- 1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
- 2. The Contractor has submitted a bid/proposal for the WPF Improvements For Platforms, Catwalks, Stairs, Ladders, and Landings At The Mid-Connecticut Waste Processing Facility Agreement (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 April 1, 2007 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

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

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

John Romano, Project Manager
Michael Tracey, Director of Operations

**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 John McKinney, 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 8

\_\_\_\_\_  
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, fiancée 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 BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 10**

**TO THE MID-CONNECTICUT SPOT WASTE  
DELIVERY AGREEMENT**

## MID-CONNECTICUT SPOT WASTE DELIVERY AGREEMENT

This MID-CONNECTICUT SPOT WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2008, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and \_\_\_\_\_, having its offices at \_\_\_\_\_, \_\_\_\_\_, Connecticut \_\_\_\_\_ (the "Hauler").

### Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept Spot Waste delivered by Hauler to CRRA's Mid-Connecticut resources recovery facility located at 300 Maxim Road in Hartford, Connecticut (the "Facility").

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

### Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in CRRA's Mid-Connecticut Project Permitting, Disposal And Billing Procedures (the "Procedures"), which Procedures are attached hereto as **Exhibit A** and made a part hereof. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Mid-Connecticut resources recovery project or have an agreement to deliver solid waste to such project; (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the Wesi Projects; (iv) the term "Solid Waste" shall mean unwanted and discarded solid material consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid material collected and treated in a municipal

sewerage system; (v) the term "Acceptable Waste" shall mean Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Non-Member Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as the Procedures for processing by and disposal at the Facility, but excluding any Solid Waste that is or may in the future be required by law or regulation to be recycled; (vi) the term "RDF" shall mean shredded waste, whose type and origin is pre-approved in writing by CRRA, that does not exceed twelve (12) inches in length and six (6) inches in width, and does not include Acceptable Waste; (vii) the term "Wood Chips" shall mean wood chips that do not exceed six (6) inches in length by four (4) inches in width by two (2) inches in thickness; and (viii) the term "Spot Waste" shall mean segregated MSW, RDF, and Wood Chips.

2. Any delivery by Hauler or its agents of Spot Waste must be segregated so each delivery consists of 100% MSW, 100% RDF, or 100% Wood Chips.
3. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of the following year. Hauler shall pay to CRRA a Service Fees for each ton of the indicated type of Spot Waste delivered to the Facility by Hauler pursuant to paragraph 2 of this Agreement: (i) MSW - forty and 00/100 (\$40.00) dollars per ton of MSW; (ii) RDF - twenty-five and 00/100 (\$25.00) dollars per ton of RDF; and (iii) Wood Chips – twenty-five and 00/100 (\$25.00) dollars per ton of Wood Chips generated in Fiscal Year 2009; a Service Fee of (i) MSW – forty-two and 00/100 (\$42.00) dollars per ton of MSW; (ii) RDF - thirty and 00/100 (\$30.00) dollars per ton of RDF; and (iii) Wood Chips – twenty-five and 00/100 (\$25.00) dollars per ton of Wood Chips generated in Fiscal Year 2010; and a Service Fee of (i) MSW – forty-five and 00/100 (\$45.00) dollars per ton of MSW; (ii) RDF – thirty-five and 00/100 (\$35.00) dollars per ton of RDF; and (iii) Wood Chips – twenty-five and 00/100 (\$25.00) dollars per ton of Wood Chips generated in Fiscal Year 2011.
4. Hauler's obligation to pay the foregoing per ton service fees as set forth above shall survive the termination or expiration of this Agreement. If Hauler fails to pay any amount on any invoice hereunder by the due date for the same, CRRA shall have the right to refuse to accept any further deliveries of Spot Waste by Hauler hereunder. Payments under this Agreement shall be based upon the scale weights generated by CRRA's scales.
5. Any Spot Waste delivered by Hauler must comply with the requirements for Spot Waste set forth in the Procedures attached hereto as **Exhibit A** and made a part hereof.
6. This Agreement may not be assigned in whole or in part by Hauler without the prior written consent of the CRRA or such assignment shall be void. Any failure by Hauler to comply with the terms of this paragraph 5 shall constitute a default under this Agreement.

7. Deliveries of Spot Waste hereunder may not be accepted by CRRA due to operational problems, facility maintenance or excess deliveries from Member Municipalities, or for any other reason as determined by CRRA in its sole and absolute discretion.
8. For the purposes of this Paragraph 7: (i) the term "CRRA System" shall mean CRRA's resources recovery facilities, transfer stations, recycling facilities, disposal sites and any alternative site or sites chosen by CRRA for processing or disposing of waste; (ii) the term "CRRA Project Municipalities" shall mean those municipalities that are either members of any of CRRA's resources recovery projects or have an agreement to deliver waste to any of these projects; and (iii) the term "CRRA Project Waste" shall mean waste that can be accepted at and processed by the CRRA System. Hauler shall, and Hauler shall cause all of its affiliate entities or other agents to, deliver to the CRRA System all CRRA Project Waste generated within the corporate boundaries of any of the CRRA Project Municipalities that Hauler or any such entity or agent collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means. In the event that Hauler fails to comply with any of its obligations under this Paragraph 7, then such failure shall constitute an event of default on the part of Hauler hereunder, and CRRA shall have the right to terminate this Agreement.
9. Hauler acknowledges and agrees that any Acceptable Waste generated within the corporate boundaries of any of the Member Municipalities cannot and shall not be delivered by Hauler to the Facility under or pursuant to this Agreement. Hauler further acknowledges and agrees that such Acceptable Waste can only be delivered by Hauler to the Facility in accordance with the Procedures and other contractual arrangements made with and agreed to by CRRA, and that Hauler shall so deliver to the Facility any such Acceptable Waste that Hauler or any entity affiliated with Hauler or any agent of Hauler collects pursuant to an agreement or otherwise or that comes into Hauler's or such entity's or such agent's possession through other means.
10. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
11. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
12. The term of this Agreement shall commence on July 1, 2008 (the "Commencement Date") and shall continue until June 30, 2011. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.

13. Prior to delivering any Spot Waste to the Facility, Hauler shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall at all times comply with the Procedures, including any amendments thereto that are made by CRRA from time-to-time.
14. Prior to delivery of any Spot Waste to the Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to the CRRA in all respects and in the form of Letter of Credit, surety bond or cashier's check in an amount sufficient to cover two (2) months of waste disposal charges as estimated by the CRRA.
15. Hauler shall amend its Letter of Credit or surety bond or provide additional cashier's check to the CRRA if requested to do so by the CRRA for any additional amounts of Spot Waste delivered pursuant to this Agreement. Additionally, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of same, renew the letter of credit or surety bond and furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately resubmit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 14. If Hauler fails to comply with any of these requirements of this paragraph 14, then CRRA may deny Hauler any further access to the facilities and/or revoke its permit for same.
16. Hauler and CRRA represent that this agreement is valid, binding and lawful. Hauler shall at all times defend, indemnify, and hold harmless CRRA, any operator and their respective directors, officers, employees, agents on the count of and from and against any and all liabilities, actions, claims, damages, losses, judgments, worker's compensation payments, cost and expenses including but not limited to, attorneys' fees and court costs, arising out of injuries to the person including death, damage to the property, or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or sub-contractors, or (b) Hauler or any of its directors, officers, employees, agents or sub-contractors, or (c) Any other person, to the extent any such injuries, damage or damages are caused by or alleged to have been caused, in whole or in part, by the acts or omissions or negligence of the Hauler or any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler, any of its affiliates, or any of its directors, officers, employees, agents or subcontractor. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph shall survive the termination of this Agreement.
17. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all



previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

18. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of Hauler hereunder and CRRA shall have the right to terminate this Agreement.
19. This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended.
20. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit B** [SEEC Form 11].

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

HAULER  
RESOURCES

CONNECTICUT  
RECOVERY AUTHORITY

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

Its \_\_\_\_\_  
Duly Authorized

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

Thomas D. Kirk  
Its President  
Duly Authorized

**EXHIBIT A**

To

**THE MID-CONNECTICUT SPOT WASTE DELIVERY  
AGREEMENT**

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



**MID-CONNECTICUT PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective March 1, 2007**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## MID-CONNECTICUT PROJECT

### PERMITTING, DISPOSAL AND BILLING PROCEDURES

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## 1. GENERAL

### 1.1 Definitions

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

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

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

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

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



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

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

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

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259,30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (2) Any item of waste that is either smoldering or on fire;
- (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.

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

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

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

## **1.2 Preamble**

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

## **1.3 General Principles of Interpretation**

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

# **2. PERMITTING**

## **2.1 Permit Application**

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

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

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

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

## **2.2 Submission of Permit Application**

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

## **2.3 Guaranty of Payment**

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

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

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

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

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

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

## **2.5 Tare Weights**

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

## **2.6 Miscellaneous**

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

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

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

## **2.7 Municipal Permits.**

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

## **3. INSURANCE**

### **3.1 Insurance**

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



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

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

### **3.2 Indemnification**

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

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

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

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

## **4.2 Delivery of Acceptable Recyclables**

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

## **4.3 Access to the Facility**

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

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

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

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

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

## **4.6 Hours for Delivery**

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

## 4.7 Disposal Procedures

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

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

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

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

#### **4.8 Weight Tickets**

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

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

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

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

### **5. BILLING**

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

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

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

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

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

## **5.3 Past Due Invoices**

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

## **5.4 Miscellaneous**

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

## **5.5 Return Check Policy.**

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



## 5.6 Disputes on Billing

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

## 6. SANCTIONS

### 6.1 Sanctions

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

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

## **6.2 Appeal Process**

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

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

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

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

## **7. LEGAL**

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

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

### **7.2 Governing Law**

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

## APPENDIX A

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

#### 1. LOCATION

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

211 Murphy Road,  
Hartford, Connecticut 06114

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

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

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

FCR, Inc.  
211 Murphy Road  
Hartford, Connecticut

#### 2. HOURS OF OPERATION

##### **RRC**

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

##### **Transfer Stations**

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

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

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

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

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

### 3. HOLIDAYS

Mid-Connecticut Facilities are closed on the following holidays:

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

### 4. DELIVERY POLICY

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

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

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

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

Commingled food and beverage containers including:

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

#### 4.1 Acceptable Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.2 Materials Not Accepted

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

#### 5. DELIVERY RULES AND REGULATIONS

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

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

## **6. LOAD REJECTION POLICY**

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

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

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

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



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

**Loads will be considered contaminated if:**

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

**Loads will be considered unprocessable if:**

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

**7. VEHICLE STANDARDS**

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

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

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

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

## **Attachment "A"**

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

### **SITE ACCESS**

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

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

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

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

### **SITE EGRESS**

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

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

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

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

## **APPENDIX B**

### **Policy Guidelines for Accepting Residue from Recycling Facilities**

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

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

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

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

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

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

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

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

## APPENDIX C

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

**Notes:**

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

**EXHIBIT B**

**To**

**THE MID-CONNECTICUT SPOT WASTE DELIVERY  
AGREEMENT**

**SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the following page*):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



**REQUEST FOR BIDS  
FOR  
SPOT WASTE DELIVERIES TO THE MID-CONNECTICUT AND  
WALLINGFORD WASTE PROCESSING FACILITIES**

**SECTION 11**

**THE WALLINGFORD SPOT WASTE DELIVERY  
AGREEMENT**

## WALLINGFORD SPOT WASTE DELIVERY AGREEMENT

THIS WALLINGFORD SPOT WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2008, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and \_\_\_\_\_, having its offices at \_\_\_\_\_, \_\_\_\_\_, Connecticut \_\_\_\_\_ (the "Hauler").

### Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept Spot Waste delivered by Hauler to the Wallingford resources recovery facility located at 530 South Cherry Street in Wallingford, Connecticut (the "Facility").

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

### Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in CRRA's Wallingford Project Permitting, Disposal And Billing Procedures (the "Procedures"), which Procedures are attached hereto as **Exhibit A** and made a part hereof. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Mid-Connecticut resources recovery project or have an agreement to deliver solid waste to such project; (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the Wesi Projects; (iv) the term "Solid Waste" shall mean unwanted and discarded solid material consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid material collected and treated in a municipal

sewerage system and; (v) the term "MSW" shall mean Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Non-Member Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as the Procedures for processing by and disposal at the Facility, but excluding any Solid Waste that is or may in the future be required by law or regulation to be recycled; and the term "Spot Waste" shall mean segregated MSW.

2. Any delivery by Hauler or its agents of Spot Waste must be segregated so each delivery consists of 100% MSW.
3. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of the following year. Hauler shall pay to CRRA a Service Fee of fifty and 00/100 (50.00) dollars for each ton of Acceptable Spot Waste generated in Fiscal Year 2009 and a Service Fee of fifty-five and 00/100 (55.00) dollars for each ton of Acceptable Spot Waste generated in Fiscal Year 2010 and delivered to the Designated Facility by Hauler pursuant to this Agreement.
4. Hauler's obligation to pay the foregoing per ton service fees as set forth above shall survive the termination or expiration of this Agreement. If Hauler fails to pay any amount on any invoice hereunder by the due date for the same, CRRA shall have the right to refuse to accept any further deliveries of Spot Waste by Hauler hereunder. Payments under this Agreement shall be based upon the scale weights generated by CRRA's scales.
5. Any Spot Waste delivered by Hauler must comply with the requirements for Spot Waste set forth in the Procedures attached hereto as **Exhibit A** and made a part hereof.
6. This Agreement may not be assigned in whole or in part by Hauler without the prior written consent of the CRRA or such assignment shall be void. Any failure by Hauler to comply with the terms of this paragraph 5 shall constitute a default under this Agreement.
7. Deliveries of Spot Waste hereunder may not be accepted by CRRA due to operational problems, facility maintenance or excess deliveries from Member Municipalities, or for any other reason as determined by CRRA in its sole and absolute discretion.
8. For the purposes of this Paragraph 7: (i) the term "CRRA System" shall mean CRRA's resources recovery facilities, transfer stations, recycling facilities, disposal sites and any alternative site or sites chosen by CRRA for processing or disposing of waste; (ii) the term "CRRA Project Municipalities" shall mean those municipalities that are either members of any of CRRA's resources recovery projects or have an agreement to deliver waste to any of these projects; and (iii) the term "CRRA Project Waste" shall mean waste that can be accepted at and

processed by the CRRA System. Hauler shall, and Hauler shall cause all of its affiliate entities or other agents to, deliver to the CRRA System all CRRA Project Waste generated within the corporate boundaries of any of the CRRA Project Municipalities that Hauler or any such entity or agent collects pursuant to an agreement or otherwise, or that comes into Hauler's or such entity's or agent's possession through other means. In the event that Hauler fails to comply with any of its obligations under this Paragraph 7, then such failure shall constitute an event of default on the part of Hauler hereunder, and CRRA shall have the right to terminate this Agreement.

9. Hauler acknowledges and agrees that any Acceptable Waste generated within the corporate boundaries of any of the Member Municipalities cannot and shall not be delivered by Hauler to the Facility under or pursuant to this Agreement. Hauler further acknowledges and agrees that such Acceptable Waste can only be delivered by Hauler to the Facility in accordance with the Procedures and other contractual arrangements made with and agreed to by CRRA, and that Hauler shall so deliver to the Facility any such Acceptable Waste that Hauler or any entity affiliated with Hauler or any agent of Hauler collects pursuant to an agreement or otherwise or that comes into Hauler's or such entity's or such agent's possession through other means.
10. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
11. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
12. The term of this Agreement shall commence on July 1, 2008 (the "Commencement Date") and shall continue until June 30, 2010. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
13. Prior to delivering any Spot Waste to the Facility, Hauler shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall at all times comply with the Procedures, including any amendments thereto that are made by CRRA from time-to-time.

14. Prior to delivery of any Spot Waste to the Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to the CRRA in all respects and in the CRRA form of a Letter of Credit, surety bond or cashier's check in an amount sufficient to cover three (3) months of waste disposal charges as estimated by the CRRA.
15. Hauler shall amend its Letter of Credit or surety bond or provide additional cashier's check to the CRRA if requested to do so by the CRRA for any additional amounts of Spot Waste delivered pursuant to this Agreement. Additionally, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of same, renew the letter of credit or surety bond and furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately resubmit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 14. If Hauler fails to comply with any of these requirements of this paragraph 14, then CRRA may deny Hauler any further access to the facilities and/or revoke its permit for same.
16. Hauler and CRRA represent that this agreement is valid, binding and lawful. Hauler shall at all times defend, indemnify, and hold harmless CRRA, any operator and their respective directors, officers, employees, agents on the count of and from and against any and all liabilities, actions, claims, damages, losses, judgments, worker's compensation payments, cost and expenses including but not limited to, attorneys' fees and court costs, arising out of injuries to the person including death, damage to the property, or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or sub-contractors, or (b) Hauler or any of it's directors, officers, employees, agents or sub-contractors, or (c) Any other person, to the extent any such injuries, damage or damages are caused by or alleged to have been caused, in whole or in part, by the acts or omissions or negligence of the Hauler or any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler, any of its affiliates, or any of its directors, officers, employees, agents or subcontractor. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph shall survive the termination of this Agreement.
17. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
18. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of Hauler hereunder and CRRA shall have the right to terminate this Agreement.

19. This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended.
20. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit B** [SEEC Form 11].

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

HAULER  
RESOURCES

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

Its \_\_\_\_\_  
Duly Authorized

CONNECTICUT

RECOVERY AUTHORITY

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

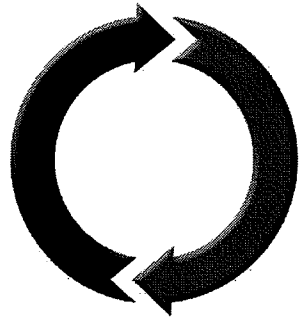
Thomas D. Kirk  
Its President  
Duly Authorized

**EXHIBIT A**

To

**THE WALLINGFORD SPOT WASTE DELIVERY AGREEMENT**

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



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

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

**Effective October 25, 2007**



**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**WALLINGFORD 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, Recyclable Materials, 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 of the Facility 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**” 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) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by the Authority in its sole discretion to be Contaminated Soil.
- (g) “**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.
- (h) “**Facility**” shall mean the Authority's Resource Recovery Facility located at 530 South Cherry Street in Wallingford, Connecticut 06492.
- (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 properly licensed real property used by any Participating Municipality and/or the Authority for the disposal of Recycling Residue, ByPass Waste, NonProcessible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.
- (k) "**Member Municipality**" shall mean a Municipality that has contracted with the Authority for waste management services.
- (l) "**Mixed Load**" shall mean waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to the Facility.
- (m) "**Municipal Solid Waste Management Services Contract**" shall mean the contract between the Authority and a Participating Municipality for the delivery processing and disposal of all Acceptable Solid Waste generated within the boundaries of the Participating Municipalities for disposal at the Project.
- (n) "**Non-Processible Waste**" shall include the following categories of Solid Waste (other than Unacceptable Waste):
  - (1) Street sweepings.
  - (2) Non-combustible construction materials and demolition debris, including masonry, brick and stone, structural steel, re-bar, and structural shapes.
  - (3) Oversized Bulky Waste, that is, items which exceed seven (7) feet by three (3) feet by five (5) feet in size.
  - (4) Tree stumps, logs, brush, and combustible demolition debris which exceed four (4) feet in length and four (4) inches in diameter or four (4) inches in thickness.
  - (5) Other items not normally burned in a mass-burn facility, such as white goods and engine blocks, the processing of which would cause damage to the Facility.
  - (6) Any Solid Waste not classified as Unacceptable Waste from the Participating Municipalities that cannot be burned at the Facility.
  - (7) Any other 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 the Facility.
- (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 its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract for disposal at the Facility.
- (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 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 Wallingford Project.
- (u) **“Recyclable Materials”** shall mean any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (v) **“Residue”** shall mean ash residue or material remaining after the processing and combustion of Acceptable Solid Waste at the Facility.
- (w) **“Roll-Off Box or Trailer”** shall mean all containers, stationary compactors, etc. used for waste requiring a truck chassis for transport.
- (x) **“Safety Violation”** shall mean any act, which jeopardizes the safety of persons or property at the facility.
- (y) **“Solid Waste”** shall include unwanted or 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 customarily collected and treated in a municipal sewage and/or water treatment system.
- (z) **“Special Waste”** shall mean materials that are suitable for delivery, at the Authority’s sole and absolute discretion, but which may require special handling and/or special approval by CT DEP or another non-Authority entity.
- (aa) **“Temporary Vehicle”** – shall mean a vehicle not permitted.
- (bb) **“Transfer Station”** shall mean any of the 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.

(cc) **“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 smoldering or on fire;
- (3) Waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, 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 Recyclable Materials, 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.

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

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

## **1.2 Preamble**

The Authority may amend these procedures 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](http://www.CRRA.org).

## **1.3 General Principles of Interpretation**

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice-versa, whenever the context of these procedures so requires.
- (c) 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) Any Waste Hauler, Private Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facility.
- (b) 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 agent and employees and to be used by the applicant at the Facility;
  - (2) The origin of the waste that the applicant's vehicle collects; 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) Indemnification Agreement;
- (4) Credit Agreement; and
- (5) Security deposit in the form and amount acceptable to the Authority

## **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 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 Facility and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that its failure to cooperate with the Authority or the Authority's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facility.

## **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 payment a letter of credit, a suretyship bond, cash, or a cashier's check in an amount sufficient to cover at least two (2) month's 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) Additionally, if Permittee submits to the Authority, a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same, renew its 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 the Permittee fails to comply with any of the requirements of this Section 2.3, or fails to maintain adequate security, then the Authority may deny Permittee any further access to the Facility and/or revoke or suspend 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 Facility 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 this is 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 are issued once every 60 days, per Permittee. During any time period when a

Permittee's vehicle is denied disposal privileges, no temporary permits will be granted to the Permittee that is denied disposal privileges.

## **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 such facility's scalehouse.
- (b) After the initial tare weights have been obtained, Authority and/or Operator may require the verification of tare weights on a random basis to verify weight records. Haulers shall cooperate with the Authority and/or 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) Permittees are responsible for all charges, costs expenses, disposal fees and fines incurred under the 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 effect on Permittee's delivery schedules or weight records and shall include the effective date(s) 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(s);
- (3) Changes in physical location of Permittee's business; and
- (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. Also, each Participating Municipality has established its own permit, registration, and/or inspection requirements, which must be followed 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 Business 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 B+ VIII 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, an 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 Facility 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, non-existence, 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, 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 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**

Any Permittee that has a solid waste delivery agreement with the Authority shall deliver Acceptable Solid Waste only to those Waste Facilities designated by the Authority.

### **4.2 Access to the Facility**

Within the boundaries of the Town of Wallingford, all Permittees delivering waste to the Facility from Participating Municipalities shall use the routes specified below:

- (a) North Haven and Hamden – I-91 North to Exit 13; North on South Colony (Route 5 north), to west on John Street and south on South Cherry Street to the Facility.
- (b) Meriden – I-91 South to Exit 13 and the same route as above from that point on.

- (c) Cheshire - First choice - east on Route 68 to I-91, south to Exit 13. Second choice - east on Cook Hill Road to south on South Turnpike Road and then east on Toelles Road to South Colony. In both cases trucks shall proceed north on South Colony to west on John Street and south on South Cherry Street to the Facility.
- (d) Any hauler who violates the truck routes described in this section shall be subject to the penalties set forth in **Appendix A** hereof.
- (e) Trucks are not to be left unattended while on or off the Facility site if doing so impedes the approach to or exit from the Facility.
- (f) No waste hauler/driver shall possess, consume, nor be under the influence of any illegal, controlled or intoxicating substances while at the Facility site.
- (g) Lighted cigarettes or other sources of combustion are not to be in or around the tipping floor/pit area/dumpsters.
- (h) Waste haulers at the Facility who discover a fire in their truck (hot loads) shall be diverted to the staging area outside the tipping floor to unload. Operator shall call the Wallingford Fire Department to extinguish all fires.
- (i) In the event of explosions, incidents, or Facility damage which impairs the flow of traffic or ability to dispose of Acceptable Solid Waste at the Facility, haulers shall follow directions and procedures of Operator.
- (j) Any damage to a hauler's truck or equipment alleged to have occurred at the Facility shall be reported immediately to the Operator.
- (k) After appropriate notification, Operator will bill haulers for damage to the Facility or equipment caused by their drivers and/or equipment.
- (l) Waste haulers should make every effort to unload in an expedient manner to assure even traffic flow through the Facility. There will be no scavenging of refuse at the Facility.
- (m) Foul language and inappropriate behavior are not permitted on site e.g., spitting, swearing, lewd gestures, littering, etc.
- (n) Restroom facilities are not available. There will be no defecating or urinating on site.
- (o) Any waste hauler who commits a maintenance violation shall be subject to the penalties set forth in **Appendix A** hereof.
- (p) All Hazardous Waste shall be rejected from the Facility if delivery is attempted. Haulers who have received weight tickets for loads, which contain a portion of Hazardous Waste, shall not receive a credit for any rejected portion.

- (q) Waste haulers shall dispose of the Hazardous Waste at their cost at a site and in a manner prescribed by law.
- (r) In addition to any costs and damages described herein, waste haulers shall pay all costs and damages which include but are not limited to removal, disposal, liabilities for third parties, repairing any damage to the Facility, cleanup, transportation, attorneys' fees, containment, and court costs.
- (s) Any hauler who attempts to deliver or delivers Hazardous Waste shall be subject to the penalties set forth in **Appendix A** hereof
- (t) The following wastes are banned at the Facility.
  - (1) BULKY AND OVERSIZED WASTE – Such items as dirt, brick, stone, asphalt, asphalt shingles or roofing, concrete, demolition material, drywall or wallboard, large items containing a metal structure such as bedsprings, mattresses or furniture, tree stumps, wooden skids, logs, wood exceeding 4 inches in diameter or 4 feet in length, and brush (small bundles of brush from residential pick-ups where branches do not exceed 2” in diameter and 3 feet in length will be accepted).
  - (2) HAZARDOUS WASTE – See definition of Hazardous Waste.
  - (3) SCRAP METALS - Large metal items such as auto parts, structural steel, rebar, pipe, refrigerators, stoves, air conditioners, boilers, hot water heaters, bicycles, lawn mowers and lawn furniture.
  - (4) OTHER ITEMS THAT ENDANGER THE FACILITY - Such items as gasoline cans, propane tanks, pyrotechnics or fireworks, explosives, ammunition, sawdust and compressed gas cylinders of any kind.
  - (5) ROLLS OF PAPER AND ROLLED CARPETS - Carpets will be accepted if cut into pieces whose largest dimension does not exceed 3 feet. Large loads of carpeting will be rejected, even if cut.
  - (6) CORRUGATED CARDBOARD AND OFFICE PAPER - Significant quantities of these materials in a waste load will be rejected.
  - (7) ITEMS IN QUANTITIES WHICH WOULD CAUSE PROBLEMS - Items such as large quantities of plastic or tin cans in a load.
  - (8) DRUMS, BALES OR CONTAINERS
  - (9) GRASS CLIPPINGS
  - (10) TIRES



- (11) YARD WASTE - Significant quantities of leaves.
- (12) RECYCLABLES - Significant quantities of the following items will not be accepted at the Facility: Newspapers, cardboard, office paper, glass bottles and jars, food and beverage cans, plastic containers, batteries from vehicles, aluminum, white goods, and other scrap metals.
- (13) MEDICAL WASTE - Includes such items as cultures and stocks of infectious agents and associated biological, pathological waste, human blood and blood products, used sharps (i.e. syringes, needles, and surgical blades), contaminated animal carcasses, surgery or autopsy wastes, discarded medical equipment and isolation wastes.

THE ABOVE INFORMATION DOES NOT INCLUDE A COMPLETE LIST OF WASTE WHICH MAY BE REJECTED. IT IS MEANT TO ILLUSTRATE THE TYPES OF WASTE THAT MAY BE REJECTED.

FAILURE TO COMPLY WITH THESE PROCEDURES REGARDING PROHIBITED WASTES WILL RESULT IN FINES AND REJECTED WASTE LOADS.

- (u) Unacceptable Waste by source includes waste from a jurisdiction not authorized by Participating Municipalities or the Authority. This includes jurisdictions other than Participating Municipalities and haulers bringing in Solid Waste from a Participating Municipality for which they are not permitted to do so.
- (v) Unacceptable Waste and Non-Processible Waste shall be rejected from the Facility if delivery is attempted. Haulers shall dispose of the rejected Unacceptable Waste and Non-Processible Waste at a site and in a manner prescribed by law. Haulers who have received weight tickets for loads that contain a portion of Unacceptable Waste and Non-Processible Waste shall not receive a credit for any rejected portion.
- (w) Notwithstanding any other provision within these procedures, the Authority and/or Operator shall have the right to reject any of the following items delivered to the Facility:
  - (1) Unacceptable Waste;
  - (2) Non-Processible Waste and Recyclable Materials;
  - (3) Truckloads of Solid Waste that consist of more than fifty percent (50%) of Non-Processible Waste and/or Recyclable Materials;
  - (4) Acceptable Solid Waste delivered to the Facility at times other than the hours designated for delivery in the annual service plan;

- (5) Acceptable Solid Waste delivered in vehicles not conforming with the requirements set forth in the annual service plan;
  - (6) Solid Waste delivered by any person without a valid waste disposal license or permit from a Participating Municipality and the Authority;
  - (7) Materials, the processing of which (a) the Operator and the Authority agree or (b) the Operator clearly demonstrated, will cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility; and
  - (8) Materials, the processing of which the Operator and the Authority agree will cause combustion residue standards under applicable law to be violated by the normal operation of the Facility.
- (x) A flat fee of \$100.00 per occurrence will be charged for reloading any of the above-mentioned materials onto a hauler's trucks.
  - (y) Any hauler who attempts to deliver or delivers prohibited waste as described in this Section 4 shall be subject to the penalties set forth in **Appendix A** hereof.
  - (z) During any time period when a Permittee's vehicle is denied disposal privileges, no permits (including temporary) will be granted to the Permittee.

#### **4.3 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](http://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.

#### **4.4 Disposal Procedures**

- (a) Any waste hauler who commits a Safety Violation shall be subject to the penalties set forth in **Appendix A** attached hereto and made a part hereof.
- (b) Waste hauler shall comply with all applicable laws and regulations.
- (c) As to open- topped vehicles and containers: Connecticut Motor Vehicle Regulations require the contents of containers to be secured with a screen or other material having perforations of a size not greater than two square inches. The Facility will not accept any vehicles over the scale that does not comply with these regulations. Waste must be secured to prevent leakage or spillage from any vehicle and container.

- (d) Waste hauler traffic is in a one-way direction between entering and exiting at the scalehouse. All trucks must proceed with care and follow directions issued by the Operator, which may include diverting their load elsewhere. Any hauler's truck observed not driving on the paved roadways will be invoiced a \$200.00 road cleaning charge.
- (e) Unloading and cleaning out vehicles is only permitted on the tipping floor.
- (f) Upon exiting the scale, trucks shall proceed to the enclosed tipping floor and wait for an available bay to unload per the direction of the Operator. Trucks shall stay in marked lanes and back into the tipping area. Drivers should ascertain correct placement of the container before releasing their load.
- (g) Trucks may be directed to a specific area on the tipping floor to unload for examination of solid waste being delivered. Spot checks may result in some materials being rejected or in the discovery of Hazardous Waste.
  - (1) For Non-Processible Solid Waste which is not Hazardous Waste, the hauler may be required, at the discretion of the Authority and/or Operator, to reload such materials for disposal at another location.
  - (2) If Hazardous Waste is discovered, haulers shall remain at the Facility until appropriate public health and law enforcement officials arrive.
- (h) Waste haulers shall form a single file line at the scale. Vehicles should not proceed on or off the scale until instructed to do so by the scalehouse attendant. All vehicles must stop prior to driving onto the scale. If a line should form from the scalehouse onto South Cherry Street, those trucks waiting in line to enter the Facility from South Cherry St. should not block the road in a manner that would impede traffic on South Cherry Street.
- (i) The speed limit at the Facility is 15 m.p.h. This speed limit will be enforced. Failure to comply will result in individual drivers being fined and/or prohibited from using the Facility. Waste haulers shall follow standard vehicle safety procedures at all times.
- (j) Trucks with mechanical problems shall exit the Facility, or if disabled, request towing immediately, so inbound and outbound roads will be clear to other traffic. Under no circumstances are repairs to be made on the Facility property.

#### **4.5 Weight Tickets**

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scalehouse 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. The Authority 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.

#### **4.6 Temporary Emergency Access To The Facilities**

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

#### **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:
  - (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
  - (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
  - (3) At the discretion and request of 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.
  - (4) 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.

- (5) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.
- (6) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

## **5. BILLING**

### **5.1 Payment of Invoices**

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

## **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 give as aforesaid.

# **6. SANCTIONS**

## **6.1 Sanctions**

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to 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 that 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: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA facilities. The hauler selected will be from the facility for which the monetary violation was issued.
- (g) The Appeal Committee will review the Incident Report and Permittee/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. If there is a tie due to abstention, the appeal will be granted. This decision is final.
- (h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

## **7. LEGAL**

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

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

### **7.2 Governing Law**

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



## APPENDIX A

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 <sup>st</sup>	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	\$125.00
2 <sup>nd</sup>	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3 <sup>rd</sup>	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4 <sup>th</sup>	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5 <sup>th</sup>	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6 <sup>th</sup>	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

**Notes:**

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

**EXHIBIT B**

To

**THE WALLINGFORD SPOT WASTE DELIVERY AGREEMENT**

**SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.