



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

FOR

**OPERATION AND MAINTENANCE SERVICES AND
COMMODITY MARKETING FOR THE CONNECTICUT SOLID
WASTE SYSTEM RECYCLING FACILITY**

(RFP Number FY13-OP-003)

PROPOSAL DUE DATE – MAY 23, 2013

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

MAY 3, 2013

REQUEST FOR PROPOSALS
For
OPERATION AND MAINTENANCE SERVICES AND
COMMODITY MARKETING FOR THE CONNECTICUT SOLID
WASTE SYSTEM RECYCLING FACILITY

(RFP Number 13-OP-003)

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

TABLE OF CONTENTS

1. Notice To Firms – Request For Proposals
2. Notice of Interest Form
3. Instructions To Proposers
 - 3.1. Addendum A to Instruction To Proposers: Overview of Options
4. Information for Proposers
 - 4.1. Overview of CRRRA and CSWS
 - 4.2. Solid Waste Permit To Construct And Operate (No. 0640734)
 - 4.3. DEP Approval of Single Stream Equipment Upgrade (Dated June 2008)
 - 4.4. Operation And Management Plan (Revised October 2011)
 - 4.5. CSWS Permitting, Disposal, and Billing procedures
 - 4.6. Background Tonnage
5. Required Proposal Forms
 - 5.1. Proposal Form
 - 5.2. Issues and Questions To Be Addressed
 - 5.3. Proposal Price Form
 - 5.4. Business Information Form
 - 5.5. References Form
 - 5.6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 5.7. Affidavit Concerning Nondiscrimination
 - 5.8. Background Questionnaire
 - 5.9. Business Disclosure Form
 - 5.10. Proposal Bond Form
 - 5.11. Business Exception Form
 - 5.12. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
6. (Sample) Notice of Award
7. (Form of) Agreement For OPERATION AND MAINTENANCE SERVICES FOR THE CSWS REGIONAL RECYCLING FACILITY
 - Exhibit A: Scope of Services
 - Exhibit B: Compensation Schedule
 - Exhibit C: CSWS, Permitting, Disposal, and Billing Procedures
 - Exhibit D: CRRRA Permits
 - Exhibit E: Pre-Condition Inspection Report
 - Exhibit F: Listing of CRRRA Equipment
 - Exhibit G: Form of Performance Bond and Letter of Credit

Exhibit H:	SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
Exhibit I:	Affidavit Concerning Nondiscrimination [as submitted in proposal]
Exhibit J:	Affidavit Concerning Consulting Fees [to be executed by successful proposer]
Exhibit K:	Contractor's Certification Concerning Gifts [to be executed by successful proposer]
Exhibit L:	CRRRA President's Certification Concerning Gifts
Exhibit M:	CRRRA's Emergency Notification Procedures

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

SECTION 1

**NOTICE TO FIRMS
REQUEST FOR PROPOSALS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – REQUEST FOR PROPOSALS

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut.

To that end, CRRA has developed, among other facilities, the Connecticut Solid Waste System ("CSWS") Recycling Facility ("RF") in Hartford, Connecticut. The RF, located at 211 Murphy Road, provides recycling services to approximately 40 municipalities. The RF is equipped to accept both single-stream and dual-stream recycling deliveries of recyclable paper and recyclable commingled containers.

CRRA is seeking proposals from qualified vendors to provide Operation and Maintenance Services, and/or Commodity Recycling Services for the RF through December 31, 2017.

Request For Proposal ("RFP") package documents may be obtained on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page beginning **Friday, May 3rd, 2013**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

It is mandatory that proposers attend a site tour of the RF with CRRA. A pre-proposal site tour has been scheduled for May 10, 2013 beginning at 9am at 211 Murphy Road, Hartford Connecticut. Additional site tours may be scheduled collectively or individually for prospective proposers at CRRA's sole discretion. Any prospective Proposer intending to participate in this RFP should notify CRRA by submitting the Notice of Interest Form (**Section 2** of the RFP Package Documents) to Roger Guzowski (rguzowski@crra.org or (860) 757-7703) prior to attending a site tour.

Sealed proposals will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3pm Eastern Time on Thursday, May 23, 2013. Proposals received after the time and date set forth above shall be rejected. All proposals shall remain open for ninety (90) days after the Proposal due date.

Proposals will be opened at CRRA's convenience on or after the Proposal due date. CRRA reserves the right to waive any informality or informalities in any Proposal or the Proposal process and to reject any or all of the proposals, or any part(s) thereof. Note that all information submitted by Proposer is subject to the Freedom of Information Act (Chapter 14 of the

Connecticut General Statutes), unless such information is specifically exempted from the Freedom of Information Act under Section 1-210 or other sections therein.

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

All questions regarding this RFP must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail (rguzowski@crra.org) by fax (860) 757-7742, or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3pm, Monday May 13, 2012. Any firm considering submitting a proposal is prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

**SECTION 2
NOTICE OF INTEREST FORM**



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority (“CRRA”) solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Request For Proposal documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA.

Solicitation:	Operation And Maintenance And Commodity Marketing Services at the CSWS Recycling Facility
Facility Location:	211 Murphy Road, Hartford, CT 06114
RFQ Number:	13-OP-003

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the CRRA contact listed below via e-mail, fax or correspondence as listed below.

CRRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@crra.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

**SECTION 3
INSTRUCTIONS TO PROPOSERS**

INSTRUCTIONS TO PROPOSERS

For

OPERATION AND MAINTENANCE SERVICES AND COMMODITY MARKETING FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY

(RFP Number FY13-OP-003)

CONTENTS

1. Introduction.....	1
2. Purpose Of The RFP	2
3. Definitions.....	2
4. Request For Proposals.....	4
5. Information For Proposers.....	7
6. Proposal Security	7
7. Selection And Contract Negotiation	8
8. Service Agreement.....	9
9. Addenda and Interpretations.....	10
10. Proposal Submittal Procedures.....	10
11. Proposal Open and Subject to Acceptance	10
12. Modification Or Withdrawl Of A Proposal.....	11
13. Proposal Contents.....	11
14. Proposal Opening.....	12
15. Proposal Evaluation	13
16. Evaluation Criteria	13
17. Contract Award.....	14
18. Affidavit Concerning Consulting Fees	15
19. Contractor's Certification Concerning Gifts	15
20. Proposer's Qualifications.....	15
21. Proposal Preparation And Other Costs.....	15
22. Communications With CRRA Staff and Board Members.....	16

1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is issuing this Request for Proposals (“RFP”) to obtain from qualified recycling vendors (“Proposers”) proposals for operation and maintenance services and/or marketing of commodities for the Connecticut Solid Waste System Recycling Facility (“CSWS RF”). The successful Proposer shall, at its sole cost and expense, furnish all equipment, labor and material necessary to perform the Services described in this RFP, based on the Options outlined in Appendix A of this Instructions To Proposers (Section 3.1 of the RFP Package Documents) and must execute an agreement with CRRA based on the Form of the Agreement included as Section 7 of the RFP Package Documents, to the degree detailed in Appendix A of these Instructions to Proposers (Section 3.1 of the RFP Package Documents). Proposal and performance securities are required.

2. Purpose Of The RFP

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

- (a) Control costs and optimize capabilities and efficiencies of processing systems through operation and maintenance plan
- (b) Enhance the revenue CRRA receives from the recycling operations through the marketing of recyclable commodities to end markets
- (c) Divert Acceptable Recyclables to alternative, permitted facilities during extended periods of processing equipment and/or facility downtime.

An overview of the Options that CRRA is contemplating as part of this RFP is included as Appendix A of these Instructions To Proposers (Section 3.1 of the RFP Package Documents). CRRA expects Proposers to draw on their expertise in this area to propose options and modifications thereto that will best meet the purposes and needs of CRRA. In addition, CRRA encourages Proposers to identify any provisions in any of the documents included in this RFP whose deletion or modification would result in a substantial increase in the revenues Proposer would provide to CRRA as specified in Proposer's proposal.

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the Proposal due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Operation and Maintenance Services [and/or] Commodity Marketing for the Connecticut Solid Waste System Regional Recycling Facility (the "Agreement");
 - (2) RFP Package Documents (defined below)
 - (3) Addenda;
 - (4) Contractor's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-Proposal documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts and Affidavit Concerning Consulting Fees attached [to be executed by successful Proposer]; and
 - (6) Any written amendments to the Agreement.
- (c) **RF or Recycling Facility:** The Connecticut Resources Recovery Authority's CSWS Recycling Facility located at 211 Murphy Road in Hartford, CT 06103.

- (d) **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.
- (e) **Notice Of Award:** Written notification from CRRA to the apparent successful Proposer that states that CRRA has accepted such Proposer's Proposal and sets forth the remaining conditions that must be fulfilled by such Proposer before CRRA executes the Agreement.
- (f) **Project:** The provision by the successful Proposer of operation and maintenance Services and commodity marketing services for CRRA's CSWS Regional Recycling Facility, in accordance with the Contract Documents.
- (g) **Property:** The certain parcel of real property located at 211 Murphy Road in Hartford, Connecticut, Connecticut, upon which property CRRA operates a certain sanitary regional recycling center known as the Connecticut Solid Waste System Recycling Facility (the "CSWS RF");
- (h) **RFP Package Documents:**
 - 1. Notice To Contractors – Request For Proposals
 - 2. Notice of Interest Form
 - 3. Instructions To Proposers
 - 4. Information for Proposers
 - 4.1. Overview of CRRA and CSWS
 - 4.2. Solid Waste Permit To Construct And Operate
 - 4.3. DEP Approval Of Single Stream Equipment Upgrade
 - 4.4. Operation And Management Plan
 - 4.5. CSWS Permitting, Disposal, and Billing procedures
 - 4.6. Background Tonnage
 - 5. Required Proposal Forms
 - 5.1. Proposal Form
 - 5.2. Issues and Questions To Be Addressed
 - 5.3. Proposal Payment Rate Schedule Form
 - 5.4. Business Information Form
 - 5.5. References Form
 - 5.6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
 - 5.7. Affidavit Concerning Nondiscrimination
 - 5.8. Background Questionnaire
 - 5.9. Business Disclosure Form
 - 5.10. Proposal Bond Form
 - 5.11. Business Exception Form

5.12. SEEC Form 11, Notice To Executive Branch State Contractors
And Prospective State Contractors Of Campaign Contribution
And Solicitation Ban

6. (Sample) Notice of Award

7. (Form of) Agreement For OPERATION AND MAINTENANCE
SERVICES FOR THE CSWS REGIONAL RECYCLING FACILITY
and exhibits thereto

- (i) **Site:** Those areas of the Property upon which any of the Services is to be performed, furnished and completed by the successful Proposer in accordance with the Contract Documents.

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

4. Request For Proposals

4.1 Overview of CRRA's RFP process

Generally, CRRA's solicitation process for the selection of an entity to provide Operation And Maintenance Services and/or Commodity Marketing at CRRA's CSWS RF is comprised of the five (5) milestones as described below. **The issuance of this RFP is Milestone 1 of the 5 milestones.** It is important to note that the entire solicitation process will not be considered complete until a definitive Agreement between CRRA and the approved Proposer has been executed, if such occurs.

- (a) Milestone 1 - Request for Proposals ("RFP"). On May 1, 2013 CRRA issued this RFP.
- (b) Milestone 2 – CRRA to Evaluate Submitted Proposals. After the May 23, 2013 opening of submitted proposals, applicable CRRA staff will evaluate the proposals.
- (c) Milestone 3 – CRRA follow-up interviews with Proposers. Based on CRRA's evaluation of the Proposals received, CRRA may invite one or more Proposers to discuss their proposal or respond to questions from CRRA in order to help CRRA evaluate their proposal.
- (d) Milestone 4 – Selection and Contract Negotiations. A written notice will be sent to the Preferred Proposer(s) notifying it that it has been selected for negotiation of a contract.
- (e) Milestone 5 - CRRA Board of Directors Approval. Upon such time as an acceptable definitive Agreement has been reached with the preferred Proposer, CRRA management will make its selection recommendation to CRRA's Board of Directors for approval.

- (f) Milestone 6 - Notice of Award and Execution of the Agreement. Upon approval of the preferred Proposer by the Board of Directors, CRRA will issue to the approved Proposer a Notice of Award. Two execution copies of the definitive Agreement, along with other documents, will accompany the Notice of Award. Upon execution of the Agreement by the selected Proposer and CRRA, the solicitation process will be deemed complete and the solicitation process closed.

During the entire solicitation process CRRA retains the right to:

- (a) Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
- (b) Issue additional or subsequent solicitations;
- (c) Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
- (d) Clarify the information provided pursuant to this RFP;
- (e) Request additional evidence or documentation to support the information included in any submittal;
- (f) Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
- (g) Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- (h) Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
- (i) Enter into a final agreement with terms that vary from the terms set forth in CRRA's solicitation documents;
- (j) Visit and examine any of the facilities referenced in any submittal and others owned, operated, and/or built by a Proposer to observe and view the operations at such facilities;
- (k) Conduct contract discussions with one or more submitting entities; and
- (l) Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any proposal, if such rejection or waiver is deemed in the best interests of CRRA.

4.2 **Proposal Dates**

ITEM	DATE
RFP Documents Available	Wednesday, May 3, 2013
Pre-Proposal Conference	See section 4.4 herein
Deadline for Written Questions	Monday, May 13, 2012
Response to Written Questions	Friday, May 17, 2013
Proposals Due at CRRA	3pm, Thursday May 23, 2013

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 proposals and republish this RFP. CRRA also reserves the right at its sole and absolute discretion to terminate this RFP process at any time prior to the execution of any Agreement.

4.3 **Availability of RFP Package Documents**

Complete sets of the RFP Package Documents may be obtained on the World Wide Web beginning Wednesday, May 3, 2013 at: <http://www.crra.org> under the “Business Opportunities” page; select the “RFP: Operation And Maintenance Services and Commodity Marketing For the CSWS Regional Recycling Facility” link.

The RFP Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA’s web site where the PDF of the RFP is located. Prospective Proposers can fill the forms out by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the Proposal. CRRA encourages firms to make use of the downloaded Word forms.

The RFP Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA’s offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA’s office. Payment should be made by check payable to “Connecticut Resources Recovery Authority.”

4.4 **Mandatory Pre-Proposal Conference and Site Tour**

It is mandatory that proposers attend a site tour of the RF with CRRA. CRRA reserves the right to reject any proposal from a Proposer who did not attend a site tour of the RF with CRRA. A pre-proposal site tour has been scheduled for May 10, 2013 beginning at 9am at 211 Murphy Road, Hartford Connecticut. Additional site

tours may be scheduled collectively or individually for potential Proposers at CRRA's sole discretion. Any prospective Proposer intending to participate in this RFP should notify CRRA by submitting the Notice of Interest Form (Section 2 of the Proposal package documents) to Roger Guzowski (rguzowski@crra.org or (860) 757-7703) prior to attending a site tour.

5. Information For Proposers

Background and historical information about the project is included as Section 3 of the RFP Package Documents (Information for Proposers). This information is provided solely to assist prospective proposers to develop their proposals.

5.1 Additional Material Available for Review and Inspection

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

- Existing facility drawings;
- An existing traffic study prepared by consultants in 2002;
- A copy of the Regional Recycling Access And Scale Use Agreement between CRRA, Murphy Road Recycling, LLC and Murphy Road Realty

Prospective Proposers that wish to review and inspect any of the above materials must contact Roger Guzowski ((860) 757-7703; rguzowskia@crra.org) at least 24 hours in advance to make arrangements for doing so.

6. Proposal Security

Each proposal shall be accompanied by a Proposal Security

6.1 Amount of Proposal Security

Each proposal shall be accompanied by a Proposal Security.

The Proposal Security shall be in the amount of **Ten Thousand Dollars (\$10,000)**.

6.2 Type of Security

The following are the acceptable forms of Proposal Security:

- a. A cashier's check;
- b. A certified check; or
- c. A proposal bond in the form included in **Section 5.10 of the RFP Package Documents**.

The Proposal Security shall be made payable to CRRA.

Any proposal bond submitted as Proposal Security shall be in the form provided for such proposal bond in **Section 5.10** of the RFP Package Documents and such proposal bond shall be executed and issued by a surety company acceptable to CRRA. Any proposal that does not contain the above requisite Proposal Security or any proposal that contains Proposal Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

6.3 Disposition of Proposal Security

The Proposal Security of the successful proposer will be retained until such proposer has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor's Certification Concerning Gifts, whereupon such Proposal Security will be returned.

If the successful proposer fails to affirm and respond to written notice to begin contract negotiations, within fourteen (14) days after the issuance of such Notice, CRRA may annul such notice, and the Proposal Security of that proposer shall be forfeited.

The Proposal Security of other proposers whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7th) day after the Effective Date of the Agreement or ninety (90) days after the proposal due date, whereupon the Proposal Security furnished by such proposers will be returned. Proposal Security with proposals that are not competitive will be returned within seven (7) days after the opening of such proposals.

7. Selection And Contract Negotiation

A written notice from CRRA will be sent to the Preferred Proposer(s) notifying it that it has been selected for negotiation of a contract(s). Such negotiations will be governed by the terms of Section 8 of this Instructions to Proposers.

In negotiation of the contract, the Proposer(s) will have the following obligations:

- negotiate the contract(s) in good faith;
- provide in a timely manner clarifications or additional information requested by CRRA during negotiations;
- attend meetings with CRRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer and Contractor recognize that CRRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

8. Service Agreement

The successful Proposer will be required to execute a written agreement with CRRA, based in whole or in part, as detailed in **Appendix A** of these Instructions To Proposers (Section 3.1 of the RFP Package Documents), on the form of the “Agreement For Operation and Maintenance Services [and/or] Commodity Marketing Services at CRRA’s CSWS Regional Recycling Facility” (the “Agreement”) included as **Section 7 of the enclosed RFP Package Documents.**

For Proposers submitting proposals for Option 1, Option 2, or Option 3, as detailed in Appendix A of these Instructions To Proposers (Section 3.1 of the RFP Package Documents), by submitting a proposal, the Proposer substantially agrees to all requisite terms and conditions of this attached Agreement and the Scope of Services detailed in **Exhibit A** thereof, other than as detailed in Appendix A of these Instructions To Proposers (Section 3.1 of the RFP Package Documents) or as set forth on the Business Exception Form (Section 5.11 of the RFP Package Documents).

For Proposers submitting proposals for Options 4 and 5, as detailed in Appendix A of these Instructions To Proposers (Section 3.1 of the RFP Package Documents), by submitting a proposal, the Proposer agrees to negotiate a final agreement, as detailed in Appendix A of these Instructions To Proposers (Section 3.1 of the RFP Package Documents) and subject to the obligations detailed of Section 7 herein.

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

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

8.1 Performance Security and Payment Security

- a. In addition to the Proposal Security detailed in section 6 of this Instructions to Proposers, the successful Proposer for Operation And Maintenance Services (Options 1, 2, or 3 as detailed in **Appendix A** of this Instructions to Proposers, Section 3.1 of the RFP Package Documents) will be required to furnish a Performance Bond or Letter of credit in the amount of \$2,000,000, throughout the term of the Agreement, the form of which is included as **Exhibit H** of the form of the Agreement. The successful proposer for Option 4 or Option 5 will be required to furnish a Performance Bond or letter of credit, the amount of which will be determined in final contract negotiations.

9. Addenda and Interpretations

CRRA may issue Addenda to the RFP Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual Proposers for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of any documents included in the RFP Package Documents must be **submitted in writing to Roger Guzowski (rguzowski@crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by May 10, 2012.

Addenda, if any, will be e-mailed to all persons who submit the CRRA a Notice of Interest Form (Section 2 of the RFP Package Documents). Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFP: Operation And Maintenance Services [and/or] Commodity Marketing For The Connecticut Solid Waste System Recycling Facility" heading).

Such addenda will be mailed/e-mailed and posted on the web site no later May 17, 2013.

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

10. Proposal Submittal Procedures

Sealed Proposals shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, May 23, 2013 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. Proposals received after the time and date set forth above may be rejected.

Each Proposer must submit one (1) original and three (3) copies of its Proposal. The original Proposal shall be stamped or otherwise marked as such.

Each Proposal (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Proposal For Operation And Maintenance Services [And/Or] Commodity Marketing for the CSWS RF."

11. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by CRRA for ninety (90) days after the deadline date for proposal submission

12. Modification Or Withdrawl Of A Proposal

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

13. Proposal Contents

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

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

- (a) Title page, including the title of the project, the name of the Proposer and the date the Proposal is submitted;
- (b) Cover letter, signed by a person authorized to commit the Proposer to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the Proposer;
 - (2) The legal structure of the Proposer (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached Proposal constitutes a firm and binding offer by the Proposer to CRRA considering the terms and conditions outlined in the RFP and noting any technical exceptions taken thereto; and
 - (4) The Proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 16 of this Instructions To Proposers);
- (c) Table of Contents;
- (d) Proposal Security (as per Section 5.10 of this Instructions To Proposers);
- (e) The Proposal Form (Section 5.1 of the RFP Package Documents), with Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (f) The completed Issues and Questions to be Addressed Form (Section 5.2 of the RFP Package Documents);
- (g) The completed Proposal Payment Rate Schedule Form (Section 5.3 of the RFP Package Documents);
- (h) The completed Business Information Form (Section 5.4 of the RFP Package Documents);

- (i) The completed References Form (Section 5.5 of the RFP Package Documents);
- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 5.6 of the RFP Package Documents), with the Proposer's most recent EEO-1 data attached if the Proposer wishes such data to be considered in the evaluation of its Proposal;
- (k) The completed Affidavit Concerning Nondiscrimination (Section 5.7 of the RFP Package Documents), with the Proposer's nondiscrimination policies and procedures attached;
- (l) The completed Proposer's Background Questionnaire (Section 5.8 of the RFP Package Documents);
- (m) The completed Proposer's Disclosure Form (Section 5.9 of the RFP Package Documents);
- (n) For Proposers submitting Proposals based on Option 1, 2, or 3 as detailed in Appendix A of these Instructions to Proposers (Section 3.1 of the RFP Package Documents), a completed Business Exception form (Section 5.11 of the RFP Package Documents); and
- (o) For Proposers submitting Proposals based on Option 1, 2, or 3 as detailed in Appendix A of these Instructions to Proposers, (Section 3.1 of the RFP Package Documents) a copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage. (Note that Proposers submitting Proposals based on Option 4 or 5 as detailed in Appendix A of these Instructions to Proposers, (Section 3.1 of the RFP Package Documents), will be required to provide a copy of the Proposer's up-to-date certificate of insurance showing all current insurance coverage after the terms of an agreement have been negotiated.)

Proposers should not include in their Proposals other portions of the RFP Package Documents (e.g., this Instructions To Proposers or the Agreement).

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

14. Proposal Opening

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

CRRA reserves the right to reject any or all of the Proposals, or any part(s) thereof, and/or to waive any informality or informalities in any Proposal or the RFP process for this Project.

15. Proposal Evaluation

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

16. Evaluation Criteria

CRRA will evaluate the proposals on the following:

- (a) The amount of guaranteed revenue CRRA would receive from the Contractor, as per Proposer's Proposal Price Form (Section 5.3 of the RFP Package Documents);
- (b) The extent to which the Proposer's proposal will maximize the overall efficiency of recyclables processing operations;
- (c) The extent to which the Proposer's Proposal will maximize the economic benefit to CRRA from the recycling operations and commodity sales;
- (d) The likelihood that the operation and maintenance systems proposed by the Proposer are environmentally sound;
- (e) The likelihood that the operation and maintenance systems and marketing plan, if applicable, proposed by the Proposer will result in a secure revenue stream to CRRA;
- (f) The proven ability of the Proposer to perform the requested Services;
- (g) The financial capability of the Proposer to comply with contractual terms and performance guarantees; and
- (h) Any other factor or criterion that CRRA may deem relevant or pertinent for its evaluation of such proposals.

CRRA may, at its sole discretion, interview some Proposers.

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

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

CRRA will base its evaluation of the Proposals on compensation, qualifications, demonstrated skill, ability and integrity of each Proposer to perform the Services 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.

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.

16.1 Affirmative Action Evaluation Criteria

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

- b. The Proposer'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 5.6 of the RFP Package Documents));
- c. The Proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 5.6 of the RFP Package Documents));
- d. The Proposer'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 5.6 of the RFP Package Documents));
- e. The Proposer's submission of EEO-1 data indicating that the composition of its Services force is at or near parity when compared to the racial and sexual composition of the Services force in the relevant labor market area (See Section 13(j) of this Instructions To Proposers); and
- f. The Proposer's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 13(b) of this Instructions To Proposers).

17. Contract Award

After a proposal has been selected, a final Agreement has been negotiated between the proposer and CRRA, and if such Agreement is approved by CRRA's Board Of Directors, the successful Proposer will be required to execute a written agreement with CRRA.

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

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

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

18. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful proposer(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFP whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of CRRA, whether or not direct contact with CRRA was expected or made. The affidavit is enclosed as **Exhibit J** of the Form of the Agreement (Section 7 of the RFP Package Documents).

19. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Proposer(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFP and the date the Agreement is executed. If the apparently successful Proposer does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Proposer may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFP Package Documents (see **Exhibit K** to Section 7 of the RFP Package Documents).

20. Proposer's Qualifications

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

21. Proposal Preparation And Other Costs

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Proposal, 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.

22. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Proposers, during the period while the RFP process is active (i.e., from the date CRRA issues the RFP until the date the successful Proposer accepts the Notice Of Award), contractors contemplating or preparing Proposals are prohibited from having any communications about this RFP or any resulting contract with any CRRA staff member or CRRA Board member. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

APPENDIX A TO INSTRUCTIONS TO FOR PROPOSERS
OVERVIEW OF PROPOSAL OPTIONS

Under this RFP, CRRA is contemplating several options under which it would partner with one or more contractors to provide Operation and Maintenance Services and Commodity Marketing Services for the CSWS RF. Listed herein this Appendix A is an overview of those options.

OPTION 1: COMBINED OPERATION & MAINTENANCE AND COMMODITY MARKETING SERVICES AT THE CSWS RF

<p>General Overview of Services contemplated under this Option 1</p>	<ul style="list-style-type: none"> • Contractor will provide all labor and equipment required to perform the Operations and Maintenance Services detailed in the Form of the Agreement attached herein as Section 7 of the RFP Package Documents and Exhibits thereto. • Contractor will provide all labor and equipment required to perform the Commodity Marketing Services detailed in the Form of the Agreement attached herein as Section 7 of the RFP Package Documents and Exhibits thereto to market the outgoing processed recyclable commodities from the CSWS RF. • CRRA will provide Contractor with the use of the CSWS RF and the existing capital equipment. • CRRA will maintain the permits for the CSWS RF, as specified in Section 2.17 of the Form of the Agreement. • CRRA will direct to the CSWS RF all recycling tons brought into the CSWS system via the MSAs (either direct to the RRF or via the CSWS transfer stations), hauler agreements, or other agreements. That tonnage is currently expected to be approximately 40,000-45,000 tons per year, but no representations or guarantees are made by CRRA regarding future tonnage or continued deliveries. • Contractor will be permitted to utilize the CSWS RF to process and market additional tons of recyclable materials up to the 560 ton-per-day permit limits (subject to the terms of the Agreement, the permits, and CSWS Billing Procedures) and may be asked to commit to bringing in a minimum tonnage of Contractor-sourced recyclables.
<p>General Overview of Pricing Structure contemplated under this Option 1</p>	<ul style="list-style-type: none"> • Pricing under this Option 1 will have 2 components: <ul style="list-style-type: none"> ○ Contractor will pay to CRRA a flat fee for all incoming tons of recyclable material delivered to the CSWS RF. ○ In addition, if the prices received by the contractor for the sale of specified outgoing commodities exceeds an agreed upon threshold , CRRA and the operator will share the revenues on an equal basis. • For all additional tons delivered by or through the sole efforts of the operator, CRRA will receive a guaranteed, fixed, monthly base price per ton (which may be different than the base price for CRRA-delivered tons) and a less-than-equal share of the commodity revenue share described above,

Instructions to Proposers
Appendix A

<p>General Overview of Diversion Requirements contemplated under this Option 1</p>	<ul style="list-style-type: none">• In the event of a temporary disruption at the CSWS RF, including but not limited to Force Majeure, the Contractor at their cost, will be responsible for arranging access, and transportation (subject to section 1.31 of Exhibit A of the Form of the Agreement (Section 7A of the RFP Package Documents)) and pricing into an alternate recycling facility for CSWS recyclables until such time as recyclables can again be processed at the CSWS RF.
<p>Resulting Agreement</p>	<ul style="list-style-type: none">• In submitting a proposal under this Option 1, the Proposer if selected as the successful Proposer for Option 1, as specified in Section 8 of the Instructions to Proposers, will be required to execute a written Agreement for Operation And Maintenance Services and Commodity Marketing At The CSWS Recycling Facility. Further, the proposer substantially agrees to the terms and conditions of the attached Agreement, except as otherwise set forth in Section 8 of the Instructions to Proposers (Section 3 of the RFP Package Documents).

OPTION 2: LEASE OF CSWS RF

<p>General Overview of Services contemplated under this Option 2</p>	<ul style="list-style-type: none"> • Contractor will provide all labor and equipment required to perform the Operations and Maintenance Services detailed in the Form of the Agreement attached herein as Section 7 of the RFP Package Documents and Exhibits thereto. • Contractor will provide all labor and equipment required to perform the Commodity Marketing Services detailed in the Form of the Agreement attached herein as Section 7 of the RFP Package Documents and Exhibits thereto to market the outgoing processed recyclable commodities from the CSWS RF. • CRRA will provide Contractor with the use of the CSWS RF and the existing capital equipment. • CRRA will maintain the permits for the CSWS RF, as specified in Section 2.17 of the Form of the Agreement. • CRRA will direct to the CSWS RF all recycling tons brought into the CSWS system via the MSAs (either direct to the RRF or via the CSWS transfer stations). That tonnage is currently expected to be approximately 40,000-45,000 tons per year, but no representations or guarantees are made by CRRA regarding future tonnage or continued deliveries • Contractor will be permitted to utilize the CSWS RF to process and market additional tons of recyclable materials up to the 560 ton-per-day permit limits (subject to the terms of the Agreement, the permits, and CSWS Billing Procedures) and may be asked to commit to bringing in a minimum tonnage of Contractor-sourced recyclables.
<p>General Overview of Pricing Structure contemplated under this Option 2</p>	<ul style="list-style-type: none"> • Contractor will pay to CRRA a monthly lease payment. • Contractor will keep all revenue from the sale of the outbound processed recyclables.
<p>General Overview of Diversion Requirements contemplated under this option 2</p>	<ul style="list-style-type: none"> • In the event of a temporary disruption at the CSWS RF, including but not limited to Force Majeure, the Contractor at their cost will be responsible for arranging access, and transportation (subject to section 1.31 of Exhibit A of the Form of the Agreement (Section 7A of the RFP Package Documents)) and pricing into an alternate recycling facility for CSWS recyclables until such time as recyclables can again be processed at the CSWS RF.
<p>Resulting Agreement</p>	<ul style="list-style-type: none"> • In submitting a proposal under this Option 2, the Proposer if selected as the successful Proposer for Option 2, as specified in Section 8 of the Instructions to Proposers, will be required to execute a written Agreement for Operation And Maintenance Services and Commodity Marketing At The CSWS Recycling Facility. Further, the proposer substantially agrees to the terms and conditions of the attached Agreement, except as otherwise set forth in Section 8 of the Instructions to Proposers (Section 3 of the RFP Package Documents).

OPTION 3: OPERATION & MAINTENANCE SERVICES ONLY FOR THE CSWS RF

<p>Overview of Services contemplated under this Option 3</p>	<ul style="list-style-type: none"> • Contractor will provide all labor and equipment required to perform the Operations and Maintenance Services detailed in the Form of the Agreement attached herein as Section 7 of the RFP Package Documents and Exhibits thereto. • Contractor will NOT have a role in the marketing of commodities from the CSWS RF as specified in Article 3 of the Scope of Services (Section 7A of the RFP Package Documents). • CRRA will maintain the permits for the CSWS RF, as specified in the Form of the Agreement (Section 7 of the RFP Package Documents) and Exhibits thereto • CRRA will direct to the CSWS RF all recycling tons brought into the CSWS system via the MSAs (either direct to the RRF or via the CSWS transfer stations). That tonnage is currently expected to be approximately 40,000-45,000 tons per year, but no representations or guarantees are made by CRRA regarding future tonnage or continued deliveries • Contractor will be permitted to utilize the CSWS RF to process and market additional tons of recyclable materials up to the 560 ton-per-day permit limits (subject to the terms of the Agreement, the permits, and CSWS Billing Procedures) and may be asked to commit to bringing in a minimum tonnage of Contractor-sourced recyclables.
<p>Overview of Pricing Structure contemplated under this Option 3</p>	<ul style="list-style-type: none"> • CRRA will pay to Contractor a monthly O&M fee. • CRRA will keep all revenue from the sale of the outbound processed recyclables.
<p>General Overview of Diversion Requirements contemplated under this option 3</p>	<ul style="list-style-type: none"> • In the event of a temporary disruption at the CSWS RF, due to a Force Majeure, CRRA will be responsible for arranging access and pricing into an alternate recycling facility for CSWS recyclables until such time as recyclables can again be processed at the CSWS RF. • In the event of a temporary disruption at the CSWS RF, for reasons other than a Force Majeure, prior to the execution of the Agreement CRRA will negotiate with the Contractor terms of a shared responsibility to arrange for access and pricing into an alternate recycling facility to send CSWS recyclables until such time as recyclables can again be processed at the CSWS RF.
<p>Resulting Agreement</p>	<ul style="list-style-type: none"> • In submitting a proposal under this Option 3, the Proposer if selected as the successful Proposer for Option 3, as specified in Section 8 of the Instructions to Proposers, will be required to execute a written Agreement for Operation And Maintenance Services [but not Commodity Marketing] At The CSWS Recycling Facility. Further, the proposer substantially agrees to the terms and conditions of the attached Agreement, except Article 3 of the Scope of Services (Section 7A of the RFP Package Documents), and except as otherwise set forth in Section 8 of the Instructions to Proposers (Section 3 of the RFP Package Documents).

OPTION 4: COMMODITY MARKETING SERVICES ONLY FOR THE CSWS RF

<p>Overview of Services contemplated under this Option 4</p>	<ul style="list-style-type: none"> • Contractor will market the outgoing processed recyclable commodities from the CSWS RF • CRRRA will provide all O&M of the CSWS RF via separate O&M arrangement.
<p>Overview of Pricing Structure contemplated under this Option 4</p>	<ul style="list-style-type: none"> • CRRRA will pay to contractor a fixed per ton fee for all commodities marketed by the Contractor. • CRRRA will keep all revenue from the sale of the outbound processed recyclables.
<p>Overview Diversion Requirements contemplated under this Option 4</p>	<ul style="list-style-type: none"> • In the event of a temporary disruption at the CSWS RF, including but not limited to Force Majeure, CRRRA will be responsible for arranging access and pricing into an alternate recycling facility to send CSWS recyclables until such time as recyclables can again be processed at the CSWS RF.
<p>Resulting Agreement</p>	<ul style="list-style-type: none"> • In submitting a proposal under this Option 4, the Proposer if selected as the successful Proposer for Option 4, as specified in Section 8 of the Instructions to Proposers, will be required to execute a written Agreement for Commodity Marketing At The CSWS Recycling Facility. Such agreement will be substantially negotiated between the Contractor and CRRRA, based on Article 3 of the Scope of Services (Section 7A of the RFP Package Documents), the pricing submitted as part of the Proposers Proposal, and to the degree practicable on the terms and conditions of the attached Agreement (Section 7 of the RFP Package Documents)

OPTION 5: MARKETING OF CSWS RECYCLABLES VIA AN ALTERNATE FACILITY.

<p>General Overview of Services contemplated under this Option 5</p>	<ul style="list-style-type: none"> • Contractor will designate a facility or facilities other than the CSWS RF that will accept deliveries of recyclables from CRRA. • Contractor will bear all costs of O&M and marketing of recyclables from Contractor’s facility. • CRRA will direct to the Contractor’s Facility all recycling tons brought into the CSWS system via the MSAs (either direct to the RRF or via the CSWS transfer stations) or some subset thereof. The total recycling tons in the CSWS system is currently expected to be approximately 40,000-45,000 tons per year. , but no representations or guarantees are made by CRRA regarding future tonnage or continued deliveries.
<p>General Overview of Pricing Structure contemplated under this Option 5</p>	<ul style="list-style-type: none"> • Under this option 5 Contractor will pay to CRRA a flat fee for all incoming tons of CRRA recyclable material delivered to the Contractor’s facility. <ul style="list-style-type: none"> ○ In addition, the contractor may propose a revenue sharing component in which, if the prices received by the contractor for the sale of specified outgoing commodities exceeds an agreed upon base amount, CRRA and the operator will share the revenues on a less than equal basis.
<p>General Overview of Diversion Requirements contemplated under this Option 5</p>	<ul style="list-style-type: none"> • Under this Option 5, in the event of a temporary disruption at the Contractor’s designated facility, including but not limited to Force Majeure, the Contractor will be responsible at its cost for diverting recyclables to an alternate facility until such time as recyclables can be processed at Contractor’s designated facility.
<p>Resulting Agreement</p>	<ul style="list-style-type: none"> • In submitting a proposal under this Option 5, the Proposer if selected as the successful Proposer for Option 5 as specified in Section 8 of the Instructions to Proposers, will be required to execute a written Agreement to accept CSWS Recyclables for processing and commodity marketing at a Contractor-designated facility other than the CSWS Recycling Facility. Such agreement will be substantially negotiated between the Contractor and CRRA, based to the degree practicable on the terms and conditions of the attached Agreement.

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

**SECTION 4
INFORMATION FOR PROPOSERS**

INFORMATION FOR PROPOSERS
PART 1 : OVERVIEW OF CRRA AND CSWS

1. CONNECTICUT RESOURCES RECOVERY AUTHORITY

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut.

CRRA was created by an act of the Connecticut General Assembly in 1973 to provide solid waste management services to municipalities and businesses. CRRA is a public instrumentality and political subdivision of the State of Connecticut. CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut.

CRRA is authorized to issue and sell its bonds and notes to provide solid waste management services and to enter into contractual arrangements with the private sector where such arrangements will best accomplish CRRA's purposes.

2. CONNECTICUT SOLID WASTE SYSTEM ("CSWS")

CRRA's Connecticut Solid Waste System (CSWS) provides waste management services to 60 cities and towns. In addition to a resource recovery facility and additional disposal capacity within the state, and transfer stations, the Connecticut Solid Waste System includes the Connecticut Solid Waste System RECYCLING FACILITY (RF). Three Connecticut Solid Waste System transfer stations (Essex, Torrington and Watertown) accept and transfer recyclables in addition to municipal solid waste ("MSW").

Municipalities that participate in the CSWS have entered into Municipal Service Agreements with CRRA. The Municipal Service Agreements are generally only for residential MSW and recyclables. Some of CRRA's Municipal Service Agreements with CSWS member municipalities are scheduled to expire in December 2017 with the remainder expiring in 2027.

Approximately 45 municipalities with a combined population of almost 600,000 ship residentially-generated single-stream recyclables including fiber (newspaper, cardboard, junk mail and magazines) and commingled containers (glass, metal and plastic containers) to the RF, either directly or indirectly, through three transfer stations.

Comment [RG1]: Actual population according to P.N. on 4/29/13 is approx. 583,000

3. CSWS RECYCLING FACILITY

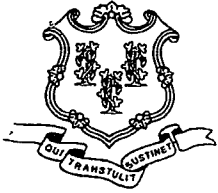
The RF is located at 211 Murphy Road in Hartford, Connecticut. CRRA developed the Existing RF in 1991 and began operations in 1992. The RF was upgraded in 2006 and single-stream processing equipment was added in 2008. CRRA operates the Existing RF pursuant to permits issued to CRRA by the Connecticut Department of Environmental Protection (“CTDEP”).

The RF is equipped to accept both single-stream and dual-stream recycling deliveries of commingled paper, and commingled glass, metal and plastic containers. A list of Acceptable Recyclables is included in the CSWS Permitting, Billing and Disposal Procedures (Included herein as **Part 5 of this Information for Proposers**).

The RF sits on an approximately 9-acre site which also includes a scalehouse and an operating rail spur. In addition, the Existing RF is supported by two 70-foot platform truck scales.

The RF is a 64,800 square foot building that includes approximately 1,500 square feet for a locker room/lunch room area and an office area. An attached building (not included in the 64,800 square feet) houses some CRRA administrative offices and an interactive recycling museum.

All shipments to the Existing RF must conform to the terms of CRRA’s “Connecticut Solid Waste System Permitting, Disposal and Billing Procedures” (Included herein as **Part 5 of this Information for Proposers**). CRRA is responsible for enforcement activities at the Existing RF.



**STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



**PERMIT
TO
CONSTRUCT AND OPERATE**

PERMITTEE'S NAME: Connecticut Resources Recovery Authority (CRRA)
FACILITY'S ADDRESS: 211 Murphy Rd., Hartford, CT
PERMIT No.: 0640734 - PC/PO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a Permit to Construct and Operate IS HEREBY ISSUED by the Commissioner of the Department of Environmental Protection ("Commissioner") to Connecticut Resources Recovery Authority ("CRRA"; "Permittee") for the solid waste ("Facility") located at 211 Murphy Rd., Hartford, CT. Subsequently, the Permit to Operate No. 0640171 issued on 3/13/92 is revoked for administrative purposes.

The Permittee is authorized to construct modifications and subsequently operate the Facility in accordance with the following documents and specifications incorporated herein by reference:

1. Application form dated 11/15/03, revised 11/21/05.
2. A binder submitted on 10/26/05 incorporating various updated documents, including:
 - Executive Summary.
 - Traffic Study, dated 10/21/05.
 - Operation and Management Plan (O&MP), revised 10/2005.
 - A set of 16 drawings, including the following:
 - Area Plan, dated 10/14/05, P.E. certified/prepared by DMJ Harris .
 - Site Plan, dated 10/14/05, P.E. certified/prepared by DMJ Harris.
 - Proposed Floor Plan, dated 10/11/05, prepared by Petersen Group.
 - Railroad Car Holding Area & Bale Storage Plan, dated 10/14/05, prepared by FCR.
 - Three (3) Flow Diagrams for glass, fiber and commingled containers.
3. A letter dated 12/7/05 from CRRA to the Department clarifying various storage activities and a P.E. certified drawing titled "Railroad Car Holding Area & Bale Storage Plan", dated 10/14/05, revised 12/2/05 and prepared by DML Harris for FCR, Inc.

A. GENERAL TERMS AND CONDITIONS

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

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

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

"Day" means calendar day.

“Department” means the Department of Environmental Protection.

“P.E.” means Professional Engineer Licensed in the state of Connecticut.

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

“Residue” means all solid waste as defined in CGS Section 22a-207, other than recovered materials, remaining after handling and processing of the incoming waste stream.

2. The Permittee shall maintain records of all documents comprising and all data pertaining to the applications mentioned in this condition, as well as any supplemental information submitted to the Department in connection with such applications. Any inaccuracies found in the information submitted by the Permittee may result in revocation, reissuance, or modification of this permit, and civil or criminal enforcement actions.
3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited to, CGS Sections 22a-6, 22a-208, 22a-225 and 22a-226.
4. To the extent that any term or condition of this permit is deemed to be inconsistent with any term or condition of any permit previously issued for this Facility, or with any specifications contained in the application or any other documents incorporated by reference in this permit, the terms and conditions of this permit shall control and remain enforceable against the Permittee.
5. The Permittee shall: (a) construct and/or operate the Facility in accordance with all applicable law, including this permit; and (b) make no changes to the specifications and requirements of this permit, except in accordance with law.
6. The Permittee shall submit for the Commissioner’s review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner’s judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not significantly changing the nature of the Facility, or its impact on the environment; and (c) does not warrant the issuance of a permit or authorization pursuant to CGS Section 22a-208.
7. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.

8. Nothing in this permit authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the adopted Connecticut State Solid Waste Management Plan.
9. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
10. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
11. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense." Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.
12. This permit is subject to, and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
13. Unless otherwise specified, the documents required to be submitted under this permit shall be directed to Calin Tanovici of the Solid Waste Program, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127. As necessary, these documents will be routed to the appropriate enforcement, financial and/or legal staff for their final evaluation.

B. AUTHORIZATION TO CONSTRUCT

1. The Permittee is authorized to construct various modifications/improvements at the existing Facility, including: (i) expanding the existing processing building; (ii) installing new equipment for paper/cardboard processing; (iii) replacing existing equipment for processing of commingled containers; (iv) defining new locations/volumes for the existing/proposed storage areas; (v) enclosing the railcar loading dock along the western side of the processing building.
2. The Permittee shall within thirty (30) days from the completion of the construction of the features described above, submit a written notification for the Commissioner's review and written approval. Such notification shall include at a minimum:
 - A notification from a P.E. certifying that the construction activities have been completed as approved.
 - Selected P.E. certified as-built drawings.

C. AUTHORIZATION TO OPERATE

1. The Permittee shall not exceed the processing / storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed treated, stored transported or disposed off-site, or otherwise process at the Facility without prior written approval of the Commissioner.
2. Upon a written approval granted by the Commissioner pursuant to condition No. B.2., the Permittee is authorized to operate the Facility described under condition No. B.1.
3. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee shall limit the operation of the Facility as follows:
 - Receiving: Monday - Friday (7:00 am - 4:00 pm) and Saturday (7:am - 2:00 pm)
 - Processing: Monday - Friday (7:00 am - 11:00 pm) and Saturday (7:am - 2:00 pm)
4. The Permittee shall process at the Facility no more than a total of 560 tons/day (TPD) received only from commercial haulers, as follows:
 - Commingled containers (CC): 210 TPD
 - Paper/Cardboard (P/C): 350 TPD
5. The Permittee shall store/handle solid waste at the Facility in accordance with the following specifications and limits:

Area	Waste Type	(cy)	Storage Specifications
A.	Received CC	1,835	piles/containers on tipping floor
B.	Received P/C	1,710	piles/containers on tipping floor
C.	Bales (CC and/or P/C)	2,378	on tipping floor
D.	Bales (CC and/or P/C)	1,418	in the loading dock area
E.	Bales (CC and/or P/C)	504	in rail cars
F.	Bales (CC and/or P/C)	700	in trucks
G.	Residue	80	in compactor
Total:		8,625 cy	

6. The Permittee shall:
 - a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
 - b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
 - c. Ensure that any unacceptable\incidental solid waste inadvertently received, sorted residue or solid waste which is unsuitable for processing at the Facility is: (1) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (2) recorded and reported in the quarterly report required by this permit; and (3) disposed at a facility lawfully authorized to accept such waste. A spare container shall be available for any storage emergency.

- d. Provide expeditious notification about any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: (1) significantly damaged equipment or structures; (2) interrupts the operation of the Facility for greater than 24 hours; (3) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; (4) could reasonably create a source of pollution to the waters of the state; or (5) otherwise threatens public health. Such notification required under this condition shall: (a) be within 24 hours of the emergency incident; (b) be verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance at (860) 424-3366, or at another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; (c) be followed by a written report within 30 days of the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; (d) be recorded in a log of emergency incidents reportable or not under this condition. In addition to the notification requirements above, the Permittee shall comply with all other applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by Section 22a-450 of the CGS.
 - e. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport, cover each loaded container before transportation off-site and instruct the haulers to keep the containers covered during off-site transportation. Remove any litter from the Facility's premises and the surrounding properties on a daily basis.
 - f. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emissions levels in continuous compliance with all applicable requirements, including OSHA.
 - g. Process, store or otherwise handle at the Facility all solid waste received in such a manner as to avoid any spillage, nuisance and protect the public health and the environment.
 - h. Maintain at the Facility's premises, and have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment (e.g. balers; conveyors; compactors; storage tanks) installed at the Facility.
7. The Permittee shall: (a) control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; and (b) ensure that, pursuant to RCSA Section 22a-174-18(b)(3)(C), trucks shall not be left idling for more than three (3) consecutive minutes.
 8. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
 9. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.

CRRA / Hartford IPC
M/PCO
Page 6

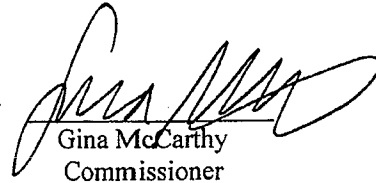
10. The Permittee shall maintain daily records as required by Section 22a-209-10(13) of RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information:
- Origin, type and quantity of solid waste received.
 - Destination to which solid waste including any unacceptable waste were delivered from the Facility for disposal or recycling, including quantities delivered to each destination.

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

11. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 20th day of February, 2007.

By



Gina McCarthy
Commissioner

Permit No. 0640734 - PC/PO

Administrative Notes

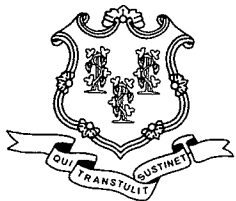
Application No. 200300207

Status of this Permit:

Modifies Permit to Construct No. 0640145 issued on 8/2/91.

Revokes Permit to Operate No. 0640171 issued on 3/13/92 for administrative purposes.

Permittee: Certified Mail #
City/Town Clerk: Certified Mail #



STATE OF CONNECTICUT Information For Proposers Part 3
DEPARTMENT OF ENVIRONMENTAL PROTECTION

June 20, 2008

RECEIVED



Mr. Peter W. Egan
Director of Environmental Affairs & Development
Connecticut Resources Recovery Authority (CRRA)
100 Constitution Plaza, Hartford, CT 06103

JUN 24 2008

CRRA
ENVIRONMENTAL

Re: Approval of equipment upgrades at the Mid-CT recycling facility - 211 Murphy Rd., Hartford, CT.

Dear Mr. Egan:

Staff of the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance from the Department of Environmental Protection ("Department") has reviewed the CRRA submission to the Department dated April 18, 2008. The submission consists of a letter and seven (7) engineering drawings showing various changes and improvements proposed for the existing processing equipment system.

The letter: (a) explains in detail the upgrading of existing processing equipment lines and the advantages of having the opportunity to efficiently handle both source separated and single stream deliveries of recyclables collected from various towns within the Mid-CT system; and (b) asks for the Department's approval for the proposed upgrades pursuant to condition No. A.6. of Permit to Construct and Operate No. 0640734 PC/PO issued on February 20, 2007.

Your request is approved pursuant to condition No. A.6. of the permit noted above, provided that.

- a. CRRA ensures that the facility's operation will be maintained in continuous compliance with all operational conditions, including, but not limited to, the processing and storage limits noted in conditions No. C.4. and C.5. of the permit.
- b. CRRA ensures that, during the implementation of the proposed equipment upgrades, any amounts of by-passed recyclables transferred for processing at in-state and/or out-of-state recycling facilities will be separately recorded and reported to the Department as required by condition No. C.10. of the permit.
- c. CRRA will, upon completion of the proposed equipment upgrades, submit an updated Operation and Management Plan along with the appropriate P.E. certified "as-built" drawings.

If you have any questions regarding this letter, do not hesitate to contact Calin Tanovici of my staff at (860) 424-3315.

Sincerely,

Robert C. Isner
Director - Waste Engineering and Enforcement Division
Bureau of Materials Management and Compliance Assurance

RCI:ct

REMEMBER TO REDUCE, REUSE, AND RECYCLE. It's a *first* step towards a more sustainable world and in Connecticut it's the Law. To learn more about what you can do, go to www.ct.gov/dep/swmp, or call (860) 424-3365.



OPERATION AND MANAGEMENT PLAN
MID-CONNECTICUT REGIONAL RECYCLING CENTER
211 MURPHY ROAD
HARTFORD, CONNECTICUT

Revised October 2011

TABLE OF CONTENTS

LIST OF ACRONYMS	iv
1. INTRODUCTION	1
1.1 The Connecticut Resources Recovery Authority	1
1.2 The Mid-Connecticut Regional Recycling Center	1
1.2.1 History.....	1
1.2.2 Current Operations.....	2
2. TRAFFIC	3
2.1 Access To The Site	3
2.1.1 From I-91 Northbound.....	3
2.1.2 From I-91 Southbound.....	3
2.1.3 From US 5/CT 15 Northbound	3
2.1.4 From US 5/CT 15 Southbound	3
2.2 Access On The Site.....	4
2.3 Parking	5
3. MANAGEMENT.....	5
3.1 Organizational Plan	5
3.1.1 Connecticut Resources Recovery Authority	5
3.1.2 Regional Recycling Center Operator	6
3.2 Operating Schedule.....	10
3.3 Personnel Training	10
3.3.1 CTDEP Training	10
3.3.2 Regional Recycling Center Operator Training	11
3.3.3 Safety Training.....	13
3.4 Financial Capability	13
4. FIRE PROTECTION	14
4.1 Building Sprinkler System	14
5. EQUIPMENT	14
5.1 Rolling Stock.....	15
5.2 Processing Area Equipment.....	15
5.2.1 Container Processing Area Equipment	15
5.2.2 Paper Processing Area Equipment	15
5.2.3 Single Stream Processing Area Equipment.....	15
6. RECORDS.....	16
7. MAINTENANCE	16
7.1 Equipment And Building Maintenance	16
7.2 Maintenance Budget	17
7.3 Equipment Shutdowns	18
7.4 Daily Cleanup Procedures.....	18
7.5 Preventive Maintenance.....	18
7.5.1 Daily Maintenance	18
7.5.2 Lubrication and Inspection.....	19
7.6 Confinement of Recyclables.....	19
7.7 Dust and Odor Control	20
7.8 Vector Control.....	20

8.	OPERATION	20
8.1	Design Capacity of Process Equipment.....	20
	8.1.1 Container Processing	20
	8.1.2 Paper Processing	20
	8.1.3 Single Stream Processing.....	20
8.2	Operations	20
	8.2.1 Container Processing	20
	8.2.2 Paper Processing	23
	8.2.3 Single Stream Processing.....	23
	8.2.4 Emergency Operations.....	24
8.3	Quantities	27
	8.3.1 Delivery Responsibilities	27
	8.3.2 Shipping Responsibilities.....	28
8.4	Delivery Standards	28
	8.4.1 Types of Materials	28
	8.4.2 Materials Not Accepted	30
	8.4.3 Delivery Rules and Regulations.....	30
	8.4.4 Load Rejection Policy.....	31
	8.4.5 Vehicle Standards	32
	8.4.6 Rejection Procedures for Hazardous or Unacceptable Materials.....	32
8.5	Facility Availability	33
8.6	Markets.....	34
9.	ENVIRONMENTAL CONTROL	34
9.1	Odor.....	34
9.2	Noise	34
9.3	Dust Control.....	34
9.4	Liquid Waste.....	34
9.5	Stormwater	35
10.	SAFETY PROCEDURES.....	35
10.1	Safety Policy.....	35
10.2	Safety Standards and Rules.....	35
	10.2.1 General Safety Standards for Employees.....	35
	10.2.2 Basic RRC Rules and Regulations.....	36
10.3	Safety Procedures And Responsibilities	37
	10.3.1 Safety Committee.....	37
	10.3.2 Employee Safety Sheet	37
	10.3.3 Daily Safety Inspection.....	38
10.4	Personal Protective Equipment (“PPE”).....	38
11.	EMERGENCY PROCEDURES.....	39
11.1	Emergency Contacts	39
11.2	Fire	39
11.3	Explosion	40
11.4	Evacuation Plan.....	41
11.5	Personal Occupational Emergencies and Procedures	41
	11.5.1 Emergency Procedures.....	41
	11.5.2 Accident Reports.....	42
	11.5.3 Accident Investigation	43
11.6	Hazardous Waste Management.....	43

12. RESIDUE.....	43
12.1 Waste Control Plan	43
12.2 Residue Disposal	44

ATTACHMENTS

Attachment 1 – Site Drawings

Area Plan – Drawing C1

Site Plan – Drawing C2

Attachment 2 – Facility Plans

Railroad car Holding Area and Bale Storage Plan – Drawing ST1

Building Floor Plan – Drawing A1

East Elevation – Drawing A3

North Elevation – Drawing A4

Equipment Layout – 5 Drawings

Equipment Listing – 3 Drawings

Fire Extinguisher, Pull Station, Exit Sign, & Emergency Lighting

Locations Proposed Plan – Drawing F-1

Single Stream Equipment Layout - 5 Drawings

Single Stream Equipment Listing – 5 Drawings

Attachment 3 – Traffic Study, DMJM Harris

Attachment 4 – Connecticut Resources Recovery Authority Organizational Chart

Attachment 5 – Regional Recycling Center Operator - Organizational Chart

Attachment 6 - Emergency Contact List

LIST OF ACRONYMS

ANSI	American National Standards Institute
CPF	Container Processing Facility
CRRA	Connecticut Resources Recovery Authority
CTDEP	Connecticut Department of Environmental Protection
IPC	Intermediate Processing Center
MSDSs	Material Safety Data Sheets
Mid-CT	Mid-Connecticut
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PPF	Paper Processing Facility
RRC	Regional Recycling Center (211 Murphy Road)
RCSA	Regulations of Connecticut State Agencies
USEPA	United States Environmental Protection Agency

1. INTRODUCTION

1.1 The Connecticut Resources Recovery Authority

In 1973 the State of Connecticut enacted a law creating the Connecticut Resources Recovery Authority (“CRRA”) to provide solid waste management services to municipalities and businesses in the state. CRRA is a public instrumentality and political subdivision of the State of Connecticut.

An eleven-member Board of Directors governs CRRA. The Governor and the leadership of the General Assembly appoint members to the Board. In addition, there are two ad hoc members on the Board to represent each of the Projects in CRRA’s solid waste management system.

CRRA provides waste management and recycling services to more than 100 Connecticut municipalities. Since its establishment, CRRA has developed and operated four waste management projects each of which was based on a trash-to-energy facility (Bridgeport, Mid-Connecticut, Southeast and Wallingford). Recently the contracts for the Bridgeport and Wallingford projects have come to term and, as provided in the contracts, ownership of those projects’ trash-to-energy facilities has been transferred to the private entities that operated the facilities.

As of May 2011, CRRA’s waste management system consisted of two trash-to-energy projects and include the following facilities:

- Two trash-to-energy facilities (Mid-Connecticut (Hartford) and Southeast (Preston));
- Five landfills none of which are accepting waste any longer (Ellington, Hartford, Shelton, Wallingford and Waterbury);
- Four transfer stations (Ellington, Essex, Torrington and Watertown); and,
- Two regional recycling facilities (Mid-Connecticut (Hartford) and Stratford).

CRRA contracts with public and private sector vendors for facility operations.

1.2 The Mid-Connecticut Regional Recycling Center

1.2.1 History

In 1990, CRRA took steps to develop a Regional Recycling Center (“RRC”) to serve the member towns of its Mid-Connecticut (“Mid-CT”) Project. CRRA submitted to the Connecticut Department of Environmental Protection (“CTDEP”) applications for permits to develop a Paper Processing Facility (“PPF”) at 123 Murphy Road in Hartford and a Container Processing Facility (“CPF”) at 211 Murphy Road. CTDEP issued permits to construct the facilities in 1991 and to operate in 1992. Together the PPF and the CPF constituted the Mid-CT RRC.

The CPF had handled commingled containers (glass, plastics and metal cans) and the PPF had handled paper (newspaper, corrugated cardboard and magazines) and commercial paper.

In 2005, CRRA executed a long term design/build/operate contract with a facility operator and modified the permit to construct and permit to operate. With this modification, the paper recycling activities that were formerly conducted at 123 Murphy Road were moved to 211 Murphy Road and consolidated within the same building as the commingled container operations.

In 2008 CRRA decided to install equipment to allow the RRC to process single stream recyclables (mixed commingled containers and paper). As a result of the 2005 and 2008 initiatives, the RRC can now process single stream and dual stream recyclables using state-of-the-art equipment.

This June 2011 revision of the Operations and Maintenance (“O&M”) Plan reflects changes made in the RRC as a result of both the 2005 and 2008 initiatives.

1.2.2 Current Operations

The RRC consists of the following:

- A scale house with two electronic truck weight scales; and,
- A 64,000 square foot enclosed processing building containing the single stream, commingled container and paper processing operations.

The site where the RRC is located also contains a 16,000 square foot building housing the following:

- The administrative offices of the private vendor that operates the RRC;
- The break room and toilet and locker facilities for RRC employees;
- The CRRA Recycling and Enforcement offices; and,
- The CRRA Mid-CT Project Visitors Center and Trash Museum.

The general layout of the site is depicted in Drawings C1 and C2, titled “Area Plan” and “Site Plan” respectively (Attachment 1) and the layout and equipment of the RRC is depicted in Drawings B-1 thru B3, M1, M2 and ST-1, (Attachment 2).

The main mode of intra-plant communication is a one-way public address plant paging system or two-way radios.

All three types of recyclables processed at the RRC (commingled containers (glass, plastics and metal cans), paper (newspaper, corrugated cardboard, magazines and junk mail) and single stream (mixed commingled containers and paper)) are handled separately.

CRRA has contracted with a private vendor to operate all of Processing Areas. The private vendor is referred to in this Plan as the “Processing Operator.”

The recyclables are transported to market throughout the United States and Canada.

2. TRAFFIC

2.1 Access To The Site

The majority of the traffic going to the RRC approaches the area of the facility on either I-91 or US 5/CT 15 (Wilbur Cross Highway).

2.1.1 From I-91 Northbound

Trucks exit I-91 at Exit 27, “Brainard Road/Airport Road.” They continue on the off-ramp to the intersection of Brainard and Murphy Roads where they go straight onto Murphy Road. They follow Murphy Road east and north to the RRC.

2.1.2 From I-91 Southbound

Trucks exit I-91 at Exit 27, “Airport Road/Brainard Road.” At the end of the off-ramp they turn left (east) onto Airport Road. They follow Airport Road to Brainard Road and turn left (north) onto Brainard Road. They follow Brainard Road which becomes Maxim Road. At the intersection of Maxim Road and Murphy Road they turn right (west) onto Murphy Road. The trucks follow Murphy Road west and south to the RRC.

2.1.3 From US 5/CT 15 Northbound

Trucks exit US 5/CT 15 at Exit 87, “Brainard Road/Airport Road.” They continue on the off-ramp to the intersection of Brainard and Murphy Roads where they go straight onto Murphy Road. They follow Murphy Road east and north to the RRC.

2.1.4 From US 5/CT 15 Southbound

Trucks exit US 5/CT 15 at Exit 87, “Brainard Road/Airport Road.” They continue on the off-ramp to the intersection of Brainard and Murphy Roads where they go straight onto Murphy Road. They follow Murphy Road east and north to the RRC.

The only truck traffic that traverses the city of Hartford streets (other than those local streets mentioned above) are the trucks owned or contracted by the city for curbside collection of their recyclables.

2.2 Access On The Site

Attachment 3 is a traffic study prepared by DMJM Harris for CRRA that evaluates both on-site and off-site traffic impacts. This study is a compilation of traffic analyses performed from August 2002 thru October 2005.

At the time of the original analyses in August 2002, CRRA had not decided on whether to build a new facility for paper recycling or to consolidate paper recycling in the commingled container recycling building. Traffic analyses performed at that time included an alternative which CRRA decided to implement at the RRC.

Subsequent to completion of the original analyses, CRRA entered into the “Access and Scale Use Agreement” (March 31, 2003) with the owner of the property at 123 Murphy Road. Under that Agreement, CRRA and the owner of 123 Murphy Road share access to their respective driveways (Driveways A and B, respectively, on Figure 1). Vehicles delivering recyclables to the RRC may use Driveway B to access the RRC and vehicles delivering bulk material and commercial paper to 123 Murphy Road may use Driveway A to access 123 Murphy Road. This Agreement had an impact on traffic patterns and, therefore, DMJM Harris, at CRRA’s request, performed an update to the original traffic analyses. Following the decision to solicit bids for a new vendor to operate and maintain the facility in 2005, DMJM Harris, at CRRA’s request, performed another update to the traffic analyses to reflect the proposal of the selected vendor, FCR, as well as to incorporate current traffic count information.

All vehicles carrying recyclables destined for the RRC will enter through Driveway B from Murphy Road. After delivering their recyclables to the RRC, these vehicles will exit through Driveway A.

The layout of the site and the configuration of the facility allow all vehicles to dump all of their commingled containers, paper and single stream recyclables without going back onto Murphy Road.

Split-load recycling collection vehicles will have paper in the rear compartment and commingled containers in the front compartment and will move thru the site via the following steps:

- Enter Driveway B off of Murphy Road;
- Proceed to the scale area and get weighed;
- Proceed to the queuing area for the Paper Processing area
- Back into the RRC building through Paper Processing Door ;
- Back up to the tipping floor;
- Tip their paper in the designated area;
- Pull out of the building utilizing Paper Processing Door ;
- Proceed to the maneuvering area for the Container Processing Area (in front of Container Processing Doors);
- Back up into the building through Commingled Processing Door;

- Tip their commingled containers in the designated area;
- Pull out of the building through the same door through which they backed into the building; and,
- Exit the site by Driveway A onto Murphy Road.

Single stream recycling collection vehicles will move through the site via the following steps:

- Enter Driveway B off of Murphy Road;
- Proceed to the scale area and get weighed;
- Proceed to the queuing area for the SS Processing area
- Back into the RRC building through Paper Processing Door ;
- Back up to the tipping floor;
- Tip their single stream in the designated area;
- Pull out of the building utilizing Single stream Processing Door ;
- Pull out of the building through the same door through which they backed into the building; and,
- Exit the site by Driveway A onto Murphy Road.

Transfer vehicles carrying only commingled containers or paper follow the pattern from the scale for the type of material they are carrying.

No significant queuing is anticipated within the internal circulation areas of the RRC.

All recycling and transfer vehicles using the facility must have obtained a CRRA permit prior to delivering recyclable materials to the RRC. As part of the permitting process the tare weight of vehicles is determined and is stored in the scale computer system so that, except on an as-needed basis determined by the Operators, vehicles do not normally have to be weighed empty.

2.3 Parking

Seventy-five parking spaces in an off-road lot in front of the RRC are provided for employee and visitor parking.

3. MANAGEMENT

3.1 Organizational Plan

The following are descriptions of the RRC-related organizational plans for the CRRA and the Regional Recycling Center Operator.

3.1.1 Connecticut Resources Recovery Authority

The organizational chart for CRRA is Attachment 4 to this Plan.

CRRA's Recycling and Enforcement Division has primary responsibility for overseeing the operation of the RRC. CRRA is responsible for operating the scales and having a facility operator, certified by CTDEP in accordance with Section 22a-209-6 of the Regulations of Connecticut State Agencies ("RCSA"), on site at any time the RRC is in operation.

In addition to the CTDEP certified facility operator, CRRA will occasionally have a Customer Service Specialist on-site. The Customer Service Specialist is responsible for the following:

- Routinely performing checks of incoming recyclables to ensure that all recyclables meet CRRA regulations and are delivered under a valid customer agreement (see Section 8.4 of the Plan);
- Turning back vehicles and/or recyclables that do not meet CRRA regulations;
- Periodically checking the origin of recyclables by surveillance of vehicles and examination of recyclables and taking appropriate action, including reporting all violations to CRRA management;
- Maintaining records of violations and making recommendations regarding the restriction of repeat violators;
- Gathering evidence of violations and preparing reports for CRRA management; and,
- Meeting with haulers to educate them on CRRA regulations and procedures and violations thereof.

3.1.2 Regional Recycling Center Operator

The organizational chart for the Regional Recycling Center Operator is Attachment 5 to this Plan.

The Regional Recycling Center Operator will assign two employees for plant management: the Operations Manager and the Plant Supervisor. If the Regional Recycling Center Operator runs a second processing shift, the Operator will assign a third employee for plant management, the second shift Plant Supervisor.

3.1.2.1 Operations Manager

The Operations Manager is directly responsible for all Container, Fiber and Single Stream Processing operations including overseeing the Processing Operator staff, personnel safety, scheduling of incoming and outgoing container shipments and daily bookkeeping. The Operations Manager also has the following responsibilities:

- Directing the processing of all materials entering the Container, Fiber and Single Stream Processing Area's consistent with prescribed quality, accuracy and performance standards;

- Reporting obsolescence of equipment and facilities and submitting recommendations regarding replacements or improvements;
- Reviewing and reporting on facility and equipment condition with regard to current governmental requirements;
- Ensuring that plant property is in good repair and appearance;
- Directing the proper utilization of all plant tools, equipment and facilities;
- Reporting periodically to upper management on the current status of the Container and Fiber Processing Area's, and making recommendations on ways to improve efficiency, effectiveness and quality;
- Chairing safety committee meetings; and,
- Ensuring that safety standards are followed.

3.1.2.2 Plant Supervisor

The Plant Supervisor is responsible for assisting the Operations Manager and for directing all activities on the Container, Fiber and Single Stream Processing Area floor, including productivity, traffic control, record keeping and quality control. The Operations Manager also has the following responsibilities:

- Supervising the implementation of Container, Fiber and Single Stream Processing Area quality standards;
- Maintaining records detailing quality of incoming and outgoing materials;
- Organizing and maintaining production;
- Ensuring that the preventive maintenance schedule is followed;
- Maintaining shift production records for each commodity;
- Training/arranging for training of new employees;
- Recommending employees for further training;
- Enforcing safety rules and regulations; and
- Ensuring that the Container and Fiber Processing Areas are kept clean and neat.

3.1.2.3 Baler Operator

The Baler Operator has the following responsibilities:

- Operating the baler in accordance with the Operations and Maintenance Manual;
- Checking input material for quality;
- Regular cleaning of the baler;
- Maintaining the baler count and sampling;

- Checking outgoing material for conformance with quality specifications;
- Reporting any questionable loads to the Plant Supervisor;
- Reviewing completed loads at the designated storage area;
- Checking bales on outgoing trailers;
- Cleaning spillage after bales are removed from the baler;
- Checking the baler's oils and other fluids daily; and,
- Repairing problems or, if that is not possible, reporting them immediately to the mechanic on duty.

3.1.2.4 Forklift Operator

The Forklift Operator has the following responsibilities:

- Operating the Forklift in accordance with the Operations and Maintenance Manual;
- Checking input material for quality;
- Regular cleaning of the forklift;
- Checking outgoing material for conformance with quality specifications;
- Reporting any questionable loads to the Plant Supervisor;
- Taking completed loads to designated storage areas;
- Loading and checking bales on outgoing trailers;
- Reporting the number of bales loaded onto trailers to the scale operator;
- Cleaning spillage after bales are stored;
- Keeping bales stacked neatly and safely;
- Emptying all bins at the end of the day;
- Checking Forklift oils and other fluids daily; and,
- Repairing problems or, if that is not possible, reporting them immediately to the mechanic on duty.

3.1.2.5 Lead Mechanic

The Lead Mechanic has the following responsibilities:

- Ensuring the safety of the equipment;
- Checking and repairing safety guards;
- Checking and repairing hydraulics;
- Checking operating vehicles;
- Maintaining the inventory and supply of replacement parts;
- Ordering parts, as approved by the Operations Manager;
- Keeping all equipment in operating condition;
- Performing preventive maintenance for all machinery and vehicles;
- Performing mechanical repairs for all machinery and vehicles;

- Assisting/training operators to do their own maintenance;
- Ensuring that Lock-out/Tag-out procedures are followed before any repair;
- Keeping management informed of wear factors and possible breakdowns;
- Keeping logs of all repairs;
- Keeping all repair areas clean; and,
- Scheduling and prioritizing all repairs and preventive maintenance.

3.1.2.6 Line Leaders (Fiber and Plastic)

The Line Leaders (Fiber and Plastic) have the following responsibilities:

- Supervising the work of the material sorters ensuring that performance and quality standards are followed;
- Keeping records on quality of materials;
- Reporting any questionable loads or quality concerns;
- Smoothing out clumps of material to ease in sorting;
- Removing any objects that are too large to be processed;
- Enforcing safety rules and regulations;
- Recommending employees for more training or changes in position;
- Ensuring that the area is kept clean and neat;
- Making sure that the preventive maintenance schedule is followed; and,
- Reporting any equipment problems to the Maintenance Supervisor.

3.1.2.7 Pay Loader Operator

The Pay loader Operator has the following responsibilities:

- Operating the Pay loader in accordance with the Operations and Maintenance Manual;
- Checking incoming material for conformance to quality specifications;
- Taking materials to designated areas;
- Loading materials onto the proper lines;
- Working with other operators to help maintain safety practices;
- Cleaning spillage after loading materials;
- Keeping material stacked neatly and safely;
- Straightening the floor at the end of the shift;
- Checking Pay loader oils and other fluids daily;
- Repairing problems or, if that is not possible, reporting them immediately to the mechanic on duty.

3.1.2.8 Quality Control Sorters

The Quality Control Sorters have the following responsibilities:

- Remove all conforming material from the sorted material stream;
- Removing any other trash;
- Reporting any questionable material or loads to the Line Leader;
- Maintain their work area's clean and neat.

3.1.2.9 Plastic Sorters

The Plastic Sorters have the following responsibilities:

- Separating out non-recyclable material and trash from the line;
- Removing residue, rejects and contaminants;
- Reporting any questionable loads to the Line Leader;
- Sorting the plastics according to type and placing the types in the proper hoppers; and,
- Keeping the Container Processing Area clean and neat.

3.2 **Operating Schedule**

The New RRC shall receive Acceptable Recyclables as follows: (i) Monday through Friday from 7:00 am through 4:00 pm; and (ii) Saturdays following Holidays from 7:00 am through 2:00 pm. The term "Holidays" in the foregoing subsection (ii) shall mean the following calendar days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. At its sole and absolute discretion, CRRA reserves its right to change the foregoing receiving hours for accepting Acceptable Recyclables at the New RRC, provided such changed receiving hours are permissible under all Applicable Laws and Permits.

The New RRC shall process Acceptable Recyclables for two (2) eight (8) hour shifts per day for five and half (5.5) days per week.

At their sole discretion the RRC operator and CRRA may extend RRC processing hours beyond those described above.

3.3 **Personnel Training**

CRRA, and the Regional Recycling Center Operator are each responsible for providing their own training for their own employees.

3.3.1 ***CTDEP Training***

CRRA and the Regional Recycling Center Operator must provide training programs specifically structured to achieve the CTDEP operator certification for commercial operation of an intermediate processing center ("IPC") in accordance with

Section 22a-209-6 of RCSA. At least one person from each shift must be CTDEP trained and certified as a facility operator.

The following Regional Recycling Center Operator personnel must be CTDEP trained and certified as facility operators:

- Operations Manager;
- Plant Supervisor

3.3.2 *Regional Recycling Center Operator Training*

In addition to CTDEP certification training, the Regional Recycling Center Operator's Operations Manager and Plant Supervisor undergo extensive training in the day-to-day operation of the plant. During training, they receive instruction in many areas, including, but not limited to:

- Employee safety;
- Administrative details of the operations;
- Overview of equipment operation;
- Environmental concerns; and,
- Residue handling procedures.

Maintenance people undergo extensive training in the maintenance requirements of the facility utilities, process equipment and rolling stock.

The training program for operators of processing equipment must utilize hands-on training and must include a presentation on the safety and maintenance features of the equipment.

Training for each position includes, but is not limited to, the following:

- Orientation;
- Study of the material in the technical or operation manual for the pertinent equipment;
- Demonstration of the operation and basic maintenance of the pertinent equipment;
- Familiarization with RRC quality standards and expected levels of output;
- Demonstration and/or explanation of important safety measures; and,
- Explanation of the order of operation, i.e., the priority of various duties.

A trainer is assigned to each new employee. The trainer assesses the trainee's level of job-related experience and knowledge and alters the training program, if appropriate, to better suit the trainee. The trainer evaluates the trainee until both the trainer and trainee are confident in the trainee's ability to do the job. The length of training varies by job and by the abilities, experience and knowledge of the trainee.

In addition to the general training program, there are some specific items included in the training for various jobs. They are detailed in the following sections.

3.3.2.1 Mechanic

The Mechanic's training includes:

- Familiarization with engineer's drawing for each machine, study of the workings of each machine, explanation of characteristics of common problems of each machine and methods of repair.
- Familiarization with the general workings (building utilities) of the plant, including common problems and methods of repair.
- Instruction on when to call for assistance from the equipment manufacturer.

3.3.2.2 Baler Operator

The Baler Operator's training includes:

- Demonstration of the start-up, operational and shutdown procedures, as well as basic preventive maintenance for baler.
- Explanation of the order of operation (i.e., order of materials to be sent up to the baler) and reasoning behind directions given to the tipping floor workers to direct the flow of material.
- Explanation of common problems that may occur and the corrective procedures.

3.3.2.3 Line Leaders (Fiber and Plastic)

The Line Leaders for (Fiber and Plastic) training includes:

- Explanation of the overall workings of the appropriate recyclables line.
- Explanation of the jobs of the Fiber and Plastic Sorters, and supervisory duties including performance evaluations, employee absence record keeping and disciplinary role.

3.3.2.4 Pay Loader Operator

The Pay loader Operator's training includes:

- Demonstration and explanation of truck loading procedures.

3.3.2.5 Forklift Operator

The Forklift Operator's training includes:

- Instruction in the reporting process (number of bales loaded onto outgoing transport).
- Explanation of the relationship with Baler Operator, who determines the type of material loaded onto the conveyor.

3.3.2.6 Quality Control Sorter

The Quality Control Sorters' training includes:

- Review and understand product quality guidelines and specifications.
- Instruction on the importance of the quality of the sorted material.

3.3.2.7 Plastic Sorter

The Plastic Sorters' training includes:

- Demonstration of the process of plastic sorting by type and the proper bins in which to place the sorted plastic. Demonstration of alternative tossing methods.
- Instruction on the importance of the quality of the sorted material.

3.3.3 ***Safety Training***

The Container Regional Recycling Center Operator will provide the following safety related training to all employees:

- Fire extinguisher use training – Designated employees are provided with individual training associated with the proper use of fire extinguisher;
- First Aid team assignment and training – These teams consist of trained members on each work shift. Training includes CPR and basic first aid procedures;
- Floor plans must be developed and maintained to indicate primary and secondary emergency routes. The routes must be described to employees. Semi-annual fire drills must be conducted; and,
- State and Federal safety requirements must be identified, implemented, documented and emphasized during training.

3.4 **Financial Capability**

Records pertaining to the financial capability of the Mid-Connecticut Project are on file with CTDEP.

4. FIRE PROTECTION

The Regional Recycling Center Operator's general office and Operations Manager's office are equipped with telephones and emergency telephone numbers are posted at the telephones. In the event of a fire, the Operations Manager, Office Administrator and Plant Supervisor, depending on who is immediately available, are responsible for alerting the Fire Department, CRRA and the insurance carrier.

The building is equipped with an automatic fire alarm system and a sprinkler system. In addition, numerous fire extinguishers are located throughout the facility. The security system includes a telephone dialer that, when the system is activated, automatically contacts the security company dispatch, which contacts the Police and Fire Departments.

The City of Hartford has a fire department with numerous firehouses that provide fire protection for the Capitol District. The fire station that is nearest to the RRC is at 410 Franklin Avenue, approximately two miles from the RRC. The nearest fire hydrant is approximately 275 feet from the RRC.

4.1 Building Sprinkler System

The entire RRC building is protected by a dry pipe sprinkler system that has the following features:

- An exterior water motor gong and electric water flow switch for connection to a general monitoring station;
- A fire department pumper connection; and,
- Interior control valves with tamper switches.

The 12-inch main along Murphy Road connects to a 10-inch line that, by test, provides a residual pressure of 105 pounds per square inch with a delivery of 1,150 gallons per minute. The 10-inch sprinkler line supplies water to a valve pit where a transition is made to an 8-inch line that supplies the facility sprinkler system.

Any modifications of the existing building sprinkler system that may be necessary due to equipment installation will be in accordance with the relevant National Fire Protection Association ("NFPA") Code.

A description of fire emergency procedures is presented in the Safety Procedures Section (Section 10).

5. EQUIPMENT

The container and paper recyclables processing market is very dynamic. The supply of recyclables fluctuates significantly as does the demand for products from the RRC. The specific type and quantity of equipment actually employed at the RRC has been and will continue to be dependent on CRRA's projections of the equipment needed to meet the projected supply and de-

mand. The following are examples of the types of equipment CRRA, the Regional Recycling Center Operator have and/or may employ. The following are representative of the equipment that the operator may employ in the RRC. He may replace this equipment with like equipment, without resubmitting a permit modification application,

The equipment is further described in the following sections.

5.1 Rolling Stock

The facility rolling stock will consist of the following:

- 2 Payloaders
- 3 Forklifts
- 1 Skid Steer

5.2 Processing Area Equipment

5.2.1 Container Processing Area Equipment

The Container Processing area equipment includes the following major items:

- MSS Sapphire – Metal Detector
- Air Rotary Screw Compressor
- Material Storage Silo
- Harris Badger – Baler
- Trash Compactor
- Steel package including platforms and support
- MSS glass sort unit
- Multiple conveyors

5.2.2 Paper Processing Area Equipment

The Paper Processing area equipment includes the following:

- OCC Screens
- Harris baler
- Steel package including platforms and support
- Transition Chutes and Hoppers
- Multiple Conveyors

5.2.3 Single Stream Processing Area Equipment

The Single Stream Processing area equipment includes the following:

- Steel package including platforms and support
- MSS glass sort unit

- OCC Screens Transition Chutes and Hopper
- Multiple Conveyors
- Multiple deck screens
- ADS system
- OCC Baler (soon to be installed)

6. RECORDS

All vehicles entering and exiting the RRC facility will be weighed on the scales, which are operated by CRRA.

Data from the scales is automatically entered into a computer from which all logs and reports are generated. There are two primary components to the system: the Autoscale A500 Weighing System (A500) and the Autoscale Central Management Record-Keeping System (“CMRS”). These systems were developed by Automated Services Incorporated (“ASI”) Kentucky, a nationally recognized software company specializing in weighing, tracking and reporting systems for the coal, sand and gravel, asphalt, grain, landfill and solid waste management industries. The A500 database system is a computerized system for recording trucks weights and accounting data on truckloads for flow management and billing purposes. The CMRS updates files, imports data from different Autoscale sites, and transmits cumulative transactions to an accounting system. The software program is generally flexible in its ability to provide reported items in a preferred format. It records information on the vehicles and the types and quantities of the materials delivered and their origin. Note that this includes software and hardware currently used within this industry. Future upgrades in this technology may be implemented to perform these same functions. Also note that neighboring property owners have agreed to the use of their scales by CRRA in emergency situations; this is documented in Scale Use Agreements between CRRA and these owners.

The data management system records data necessary for reporting all parameters required by CTDEP in accordance with *Connecticut General Statutes* Section 22a-220. The information is collected for each vehicle, and the data can be compiled and reported on a variety of reporting periods (daily, quarterly, etc.), by municipality or by hauler. The material codes that are used are attached. They consist of separate residue figures for the container and paper lines.

Based on this level of detailed data, and the flexibility of the software program, CRRA is able to provide CTDEP, project managers, towns and the regions detailed or summarized reports of recycling activities at the RRC.

7. MAINTENANCE

7.1 Equipment And Building Maintenance

The Regional Recycling Center Operator shall provide an annual plan for maintaining the new RRC. The RRC Operator shall prepare and submit to CRRA semi-annual and annual maintenance reports for the new RRC. The RRC Operator shall maintain and repair prop-

erty and equipment in accordance with the annual maintenance plan, best industry practices and manufacturers' standards. The RRC Operator shall employ predictive and preventative maintenance programs, enforce existing equipment warranties and maintain all warranties on equipment.

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

The Regional Recycling Center Operator must use their best efforts to perform maintenance during periods when the RRC is not open for acceptance and processing of recyclable materials. If, however, the Regional Recycling Center Operator must perform maintenance during normal hours of operations, the RRC shall continue to be responsible for accepting incoming recyclable materials to the extent of the guaranteed facility capacity, and provide for the safe and adequate storage of the materials.

The maintenance of the building exterior and site is a CRRA responsibility. Any maintenance or repair will normally be performed by contract on an as-needed basis. CRRA is responsible for contracting for snow removal and grounds maintenance. The RRC Operator will perform building and adjacent grounds maintenance including but not limited to sweeping the interior of the new RRC.

The maintenance of the scales at the RRC is a CRRA responsibility.

The on-site roads and maneuvering parking areas will be cleaned by the RRC Operator using a street sweeper as necessary to effectively maintain the paved areas.

Individual on-off switches must control all processing equipment in the Container and Paper Processing Areas. Emergency-stop switches must also be located throughout the processing lines. Lock-out/Tag-out procedures must be implemented.

7.2 Maintenance Budget

The Regional Recycling Center Operator must employ a full-time mechanic or maintenance supervisor. This person oversees routine equipment maintenance and cleanup. Sufficient funds must be budgeted annually to maintain equipment and keep the building and equipment in proper working condition. Proper maintenance procedures reduce unscheduled shutdowns of the process. The Regional Recycling Center Operator is responsible for all interior maintenance activities in the Container and Paper Processing Area.

CRRA, as part of the Mid-CT Project, develops and executes an annual budget for operations and maintenance of the RRC building and grounds. This budget requires the approval of the CRRA Board of Directors.

7.3 Equipment Shutdowns

The Regional Recycling Center Operator must inform CRRA of all scheduled shutdowns for any scheduled maintenance which is expected to cost more than \$5,000 or which is expected to cause the facility to stop accepting deliveries of recyclable materials. Any such notice must indicate the expected time, duration, and nature of shutdown or maintenance. If unscheduled shutdown is necessary, the Regional Recycling Center Operator, as appropriate, must notify CRRA promptly by telephone or facsimile of the time, duration, and nature of the breakdown and required repairs. This electronic notice must be followed up in writing.

7.4 Daily Cleanup Procedures

All process area floors for both the Container Processing Area and the Paper Processing Area must be swept manually after each shift. The debris collected during cleanup procedures is disposed of at properly licensed facilities.

The tipping floor in both the Container Processing Area and the Paper Processing Area must be policed and swept as a normal procedure during hours of recyclable deliveries. The enclosed tipping areas greatly reduce the potential of windblown debris.

On a daily basis, a litter patrol must police the roads and remove any debris that may be on or along the side of the road.

7.5 Preventive Maintenance

The Regional Recycling Center Operator must implement, either themselves or through contracts with others, preventive maintenance programs that help to insure proper operation of equipment while maximizing useful life of the equipment. Preventive maintenance must be performed on a regular basis (i.e., daily or weekly) based on the recommendations of the equipment manufacturers as indicated in respective operations manuals. Recommended replacement parts must be kept on hand at the RRC. Preventive maintenance must be performed prior to start-up and during operation so that progressive interruptions are minimized.

Acceptance of materials shall never be delayed due to preventive maintenance procedures.

7.5.1 Daily Maintenance

The Regional Recycling Center Operator's maintenance supervisor/mechanic is responsible for the following daily maintenance items for the Container and Paper Processing Area's:

- Inspection: at the start of and during each shift, walk around the recycling system to inspect belts and insure they are running in the center of

the conveyor (tracking properly) and the splices have not torn apart. Visually inspect all moving equipment for proper operation.

- Janitorial: clean the area at the end of each shift, including cleaning broken glass, plastic, etc.

7.5.2 Lubrication and Inspection

The Regional Recycling Center Operator's maintenance supervisor/mechanic is responsible for the following lubrication and inspection activities for the Container and Paper Processing Areas.

7.5.2.1 Weekly

- Grease all bearings with manufacturer recommended lubricant or equivalent.
- Visually inspect all gearboxes for leaks. If unit is leaking, check the gear lube level. Fill as required with manufacturer recommended lubricant or equivalent. Make note of leak for researching during scheduled maintenance.
- Prior to starting equipment and with equipment power locked out, remove inspection plates and check for wear and debris build-up. Clean out debris, make note of extent of wear and adjust for wear if adjustment is advisable according to the equipment manufacturer's manual recommendations.

7.5.2.2 Monthly

- Check all gear boxes for gear lube. Fill as required with manufacturer recommended lubricant or equivalent.

7.5.2.3 Semi-Annually

- Perform recommended inspection and repair and check equipment tolerances and alignments as directed by the equipment manufacturer manuals.

7.6 Confinement of Recyclables

Recyclables are collected by carters using rear-end packers, roll-offs or state-of-the-art recycling vehicles specifically designed to collect recyclables. In any case, the vehicles must be closed and covered during collection and while in transport to the RRC. All recyclable material must be delivered inside the RRC building where the delivery vehicle dumps the material onto the tipping floor.

All open top trailers and roll-offs must be covered prior to leaving the RRC.

7.7 Dust and Odor Control

The recyclable materials processed at the RRC are generally clean and free of putrescible matter. There are no offensive-odor causing materials associated with RRC operations. The rapid turn-around of the materials limits the amount of odors or dust that may be present.

7.8 Vector Control

Due to material composition and to the rapid turnaround of recyclables, vector control is not a problem. However, the Regional Recycling Center Operator must retain the monthly services of a local exterminator for the entire RRC facility.

8. OPERATION

8.1 Design Capacity of Process Equipment

The RRC is designed and permitted to accept the amounts of recyclables specified in the following sections.

8.1.1 Container Processing

The Container Processing Area may process up to 55,000 tons per year of commingled containers.

8.1.2 Paper Processing

The Paper Processing Operation may process up to 110,000 tons per year of paper.

8.1.3 Single Stream Processing

The Single Stream System may process up to the permitted quantities of commingled containers (55,000 tons per year) and paper (110,000 tons per year).

8.2 Operations

The Container, Fiber, OCC and Single Stream Processing Areas are located in separate parts of the RRC building and can function independently.

8.2.1 Container Processing

The Regional Recycling Center Operator utilizes a separation and sorting process for commingled containers delivered to the RRC. The location of the Container Processing Area is indicated in Attachments 1 and 2. The following description is an example of how the commingled containers can be processed. CRRA and the Regional Recycling Center Operator may make changes in particular aspects of the

processing operation as may be necessary or convenient to reflect changes in materials, markets and technologies.

Commingled containers are received through overhead doors. After inspection and the separation of non-recyclables, commingled containers are dumped on the tipping floor. A pay loader piles incoming loads in proper areas and makes room for future loads. The pay loader pushes the material into the system receiving hopper supplying the Container processing system.

Material is automatically transferred from the receiving hopper and is elevated by box belt conveyor to Sorters at an inspection station along this conveyor to remove large non-conforming contaminants. These contaminants are conveyed directly to residue compactor located outside the facility. The remaining material is conveyed to the next processing step of magnetic separation. The magnetic belt separators automatically remove tin and bimetal cans and other trace ferrous materials from the recyclables stream and transfer them by a conveyor to the Ferrous storage hopper.

After the magnetic separation, the remaining stream of mixed recyclables discharge from the box belt conveyors through a chute onto a Glass breaking roll screen, where all the glass is broken and separated from the light fraction (Plastic/Aluminum) material. The glass separated at this point is conveyed to the Glass beneficiation system for further processing into C3MC cullet. The Light fraction material (plastic/A-septic and Alum) is discharged from the roll screen and conveyed to the plastic sorting conveyor. Plastic material (Pigmented and Natural HDPE) and A-septic containers are then manually extracted by grade directly into storage hoppers.

The remaining Material PET/Aluminum and residue are then conveyed into an optical near infra-red/Air assisted sorting unit, which splits the material into three individual streams. Each stream of material is then conveyed from the optical unit and past quality control stations to ensure product quality. Each material is then discharged into a blower transfer tube and blown to their respective storage hopper for baling.

The material then passes over a grate screen to separate the small lights from the large lights. The “fines” primarily consist of aluminum containers and small plastics.

The small plastic and aluminum containers are conveyed to the eddy current non-ferrous separator. Any aluminum materials automatically separate from the PET and HDPE containers by the alternating magnetic field that propels the aluminum and plastic at different trajectories. By opening individual gates at the bottom of each Storage hopper, the stored aluminum cans and plastic containers flow directly in sequence by gravity onto the inclined baler feed conveyor and are conveyor to the baler. As bales eject from the baler, a forklift moves each of the baled products to the designated storage areas.

A front-end loader travels through the doors at the rear of the building to perform the glass load out.

8.2.1.1 Quality Control

The Container Processing Area has engineered machinery built into the process line that aids each workstation in quality control. Automatically sorted material ensures a smaller percentage of manual sorting, which enhances quality.

Material is visually inspected when dumped onto the tipping floor in the Container Processing Area. Material that is too large to be processed or meet market specifications is manually removed. A well-trained quality inspector along with each sorter ensures that end products are of the highest quality.

The baler operation and the loading operation are two additional checks for quality. Finally, quality is checked prior to loading material for shipment.

Specifications for material quality are a very important aspect of quality control.

There are some contaminants that may cause environmental or human danger. Two of these are syringes and pressurized tanks. The following are the procedures followed for these two contaminants.

8.2.1.1.1 Syringes (non-regulated disposal)

Usually when a syringe is found in a load of mixed recyclables, it is the result of accidental improper discarding. In the event a syringe is identified on the line, the line personnel are notified and the syringe is allowed to continue down the line untouched. The syringe then falls into the residue compactor.

8.2.1.1.2 Pressurized Tanks

In the case of receipt of any type of pressurized gas tank or vessel (e.g., compressed gas cylinder) the tank is removed from the system before the tank reaches the conveyor or sorting lines. Pressurized cylinders are then placed in a hopper for removal to a scrap metal dealer. The occurrence of this event is very rare as customers are warned of the dangers of improperly discarding pressurized vessels with mixed recyclable loads. This section is not intended to preclude management of aerosol cans. Aerosol cans may be accepted and processed at the facility.

8.2.2 Paper Processing

The Regional Recycling Center Operator utilizes a separation and sorting process for paper delivered to the RRC. The location of the Paper Processing Area is indicated in Attachments 1 and 2. The following description is an example of how the paper can be processed. CRRA and the Regional Recycling Center Operator may make changes in particular aspects of the processing operation as may be necessary or convenient to reflect changes in materials, markets and technologies.

Paper is received through overhead Doors. After inspection and the separation of non-recyclables, paper is dumped on the tipping floor. A pay loader piles incoming loads in proper areas and makes room for future loads. The pay loader pushes the material into the receiving hopper and onto a metering conveyor that supply's the Paper processing system.

Material is automatically transferred from the metering conveyor and onto the Paper system incline feed belt. This belt is equipped with a metering drum to further ensure proper material burden depth into the system. From the incline feed conveyor, material is deposited on a quality control conveyor where any non-conforming material/residue is removed. Any non-conforming residue extracted from the paper stream is deposited into a residue storage bunker located beneath the sorting system.

Material is then conveyed directly into the OCC separator and the material is split into two streams, OCC and ONP rich paper. The ONP rich paper is automatically separated from the OCC and is deposited onto an ONP transfer conveyor, which conveys the material to the ONP sort belt where the material is further quality sorted. Material on this belt then gets deposited into a live floor storage bunker. Any contaminates extracted from the ONP stream are deposited into storage bunkers directly beneath the sorting system.

The OCC stream that is separated at the OCC screen is conveyed to a transfer conveyor, which transfers the material to another transfer conveyor that will directly feed into the 3rd baler. In the event of a breakdown or required Preventative Maintenance activity on the existing fiber baler, the third baler (OCC) will be used as a back-up to the fiber baler. The loose OCC will then be transferred to the floor and processed by the fiber baler utilizing the baler feed conveyor.

8.2.3 Single Stream Processing

The Regional Recycling Center Operator utilizes a separation and sorting process for single stream delivered to the RRC. The location of the Single Stream Processing Area is indicated in Attachments 1 and 2. The following description is an example of how the Single Stream can be processed. CRRA and the Regional Recycling Center Operator may make changes in particular aspects of the processing operation as may be necessary or convenient to reflect changes in materials, markets and technologies.

Single Stream is received through overhead Doors. Single stream is dumped on the tipping floor. A pay loader piles incoming loads in proper areas and makes room for future loads. The pay loader pushes the material into the receiving hopper and onto a metering conveyor that supply's the Single Stream processing system.

Material is automatically transferred from the metering conveyor and onto the Paper/Single Stream system incline feed belt. This belt is equipped with a metering drum to further ensure proper material burden depth into the system. From the incline feed conveyor, material is deposited on a quality control conveyor where any non-conforming material/residue is removed. Any non-conforming residue extracted from the single stream is deposited into a residue storage bunker located beneath the sorting system.

Material is then conveyed directly into the OCC separator, a glass breaking system and a series of deck screens and the material is split into four streams: OCC, ONP, Glass and commingled containers. The ONP rich paper is automatically separated from the OCC and is deposited onto ONP transfer conveyors, which conveys the material to the ONP sort belt where the material is further quality sorted. Material on this belt then gets deposited into a live-floor storage bunker. Any contaminates extracted from the ONP stream are deposited into storage bunkers directly beneath the sorting system.

The OCC stream that is separated at the OCC screen is conveyed to a transfer conveyor, which transfers the material to a baler feed conveyor, then into the OCC baler. The OCC conveyors and baler are designed to have the ability to back up the fiber processing, in the event of downtime or if scheduled preventative maintenance is required.

The glass is separated and transferred directly through a series of conveyors, that feed the glass up-feed conveyor. That glass then goes thru the processing at the glass beneficiating system.

All containers (plastic, tin, aluminum) are transferred thru a series of conveyors that carry the material to the Container Processing Area.

8.2.4 Emergency Operations

8.2.4.1 Storage Area

There are approximately 9,000 square feet of floor space available in the Container Processing Area for storage during extended disruption of facility operations. The amount of space available in the Paper Processing Area is approximately 9,000 square feet. Drawing ST-1 in Attachment 2 depicts the proposed bale storage areas within the RRC. Additional storage will be provided in rail cars positioned adjacent to the rear of the RRC. The operator may store bales of any product within designated areas depending on storage area needs per product.

Based on a 17-foot high stockpile, about two 8-hour shifts worth of material storage for incoming deliveries is available for the Container Processing Area. Based on a 20-foot high stockpile, about one 8-hour shift worth of material storage is available for the Single Stream Processing Area. The RRC operator may stockpile material higher than 17 feet in the Container Processing Area and 20 feet in the Single Stream Processing Area whenever the operator determines that it is necessary, providing that the operator has equipment capable of stockpiling the material higher and the operator determines it can be done safely.

8.2.4.2 Procedures

During extended periods of operation disruption, beyond maximum incoming materials storage capacity, CRRA and the Regional Recycling Center Operator shall divert or transfer materials to another properly licensed recycling facility with suitable capacity, including, but not limited to the following:

- (a) FCR Boston, located at 14 Bunker Hill Industrial Park, Charlestown, Massachusetts and;
- (b) FCR Claverack, located at 37 Salerno Drive, Ghent, New York

When the RRC resumes normal operation, CRRA shall, within a reasonable time, resume normal delivery of recyclable materials to the facility.

The Regional Recycling Center Operator is responsible for the security and protection of the RRC facility during the period of shutdown. After the shutdown, CRRA and the Regional Recycling Center Operator shall use their best efforts to resume normal operation of the RRC as soon as practicable.

8.2.4.3 Contingency Plans

In the event that something occurs that shuts down the RRC, the Regional Recycling Center Operator will adhere to the following contingency plans.

8.2.4.3.1 Equipment Failure

Equipment failures and/or repairs rarely result in the equipment being down for more than 24 hours, so it is unlikely that it will be necessary to divert material to another facility for this reason.

If part of the facility is shut down due to equipment failure, the available process equipment will be used to process as much material as possible. The remaining materials will be stored for later processing to the extent possible and thereafter transferred to the Stratford IPC or other properly licensed recycling facility with suitable capacity.

In the event of total equipment failure or backup overflow beyond storage capacities of incoming materials, all materials to be processed thereafter will be transported to a properly licensed recycling facility with suitable capacity.

If the Container Processing Area cannot operate and perform as promised, the Regional Recycling Center Operator is obligated to pay CRRA a substantial fee per ton of material diverted. This ensures that CRRA has the resources to deliver the materials to and pay for the processing of the recyclables at another IPC.

8.2.4.3.2 Fire or Explosion

If the RRC is shut down because of a fire or explosion for more than 24 hours, the Regional Recycling Center Operator will ensure that a security person is placed at the RRC to monitor the situation and guard against the spread or recurrence of a fire or explosion. All damaged materials will be disposed of or stored properly depending on the severity of damage. All pipes, valves and pressure gauges will be monitored for unusual behavior. A full cleanup procedure will be followed when it is determined that such procedures can be performed safely. A full report of the circumstances and actions taken will be made and submitted to CRRA by the Regional Recycling Center Operator as appropriate.

8.2.4.3.3 Adverse Weather Conditions

The Head of the CRRA Recycling and Environmental Education Division or his designee is the only one authorized to close the RRC because of adverse weather conditions. If the CRRA Recycling and Environmental Education Division Head determines that weather conditions are such that the RRC should not be opened in the morning, he will contact the Regional Recycling Center Operator's Plant Manager and inform them about the closing.

The Regional Recycling Center Operator's Operations Manager will contact the Plant Supervisor and inform him/her about the closing. The Plant Supervisor will be instructed to telephone employees to inform them of the closing.

CRRA will contact local radio and television stations to arrange for them to announce the closing. Except under the worst of weather conditions, the Operations Manager or the Plant Supervisor will stay at the plant to inform any employee who arrives for work that the plant will be closed.

8.3 Quantities

8.3.1 *Delivery Responsibilities*

As of June 2011, there were 70 municipalities in CRRA’s Mid-CT Project. Under CRRA’s agreements or contracts with the 70 municipalities, the municipalities are entitled to ship their commingled containers and paper recyclables to the RRC for processing. As of June 2011, 64 of the Mid-CT Project municipalities shipped their recyclables to the RRC.

The following are the 64 municipalities in the Mid-Connecticut Project that ship their recyclables to the RRC:

Avon	Glastonbury	Portland
Barkhamsted	Goshen	Rocky Hill
Beacon Falls	Granby	Roxbury
Bethlehem	Guilford	Salisbury
Bloomfield	Haddam	Sharon
Bolton	Hartford	Simsbury
Canton	Harwinton	South Windsor
Chester	Hebron	Southbury
Clinton	Killingworth	Suffield
Colebrook	Litchfield	Thomaston
Cornwall	Madison	Torrington
Coventry	Manchester	Vernon
Cromwell	Marlborough	Waterbury
Deep River	Middlebury	Watertown
East Granby	Naugatuck	West Hartford
East Hampton	New Hartford	Westbrook
East Hartford	Newington	Wethersfield
East Windsor	Norfolk	Winchester
Ellington	North Branford	Windsor Locks
Enfield	North Canaan	Woodbury
Essex	Old Saybrook	
Farmington	Oxford	

In addition to shipments of recyclables from individual towns, CRRA has three recycling transfer stations (Essex, Torrington and Watertown) that collect and transfer commingled containers and paper from towns to the RRC or directly to another properly licensed facility.

As of June 2011, the following are the towns that ship recyclables through the Essex Transfer Station:

Chester	Essex	Madison
Clinton	Guilford	Old Saybrook
Deep River	Killingworth	Westbrook

As of June 2011, the following are the towns that ship recyclables through the Torrington Transfer Station:

Barkhamsted	Litchfield	Sharon
Colebrook	New Hartford	Torrington
Cornwall	Norfolk	Winchester
Goshen	North Canaan	
Harwinton	Salisbury	

As of June 2011, the following are the towns that ship recyclables through the Watertown Transfer Station:

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

8.3.2 Shipping Responsibilities

The Regional Recycling Center Operator is responsible for marketing all products processed in their respective processing areas and for delivery of the residue generated in their own processing areas to the Mid-CT Resource Recovery Facility.

8.4 Delivery Standards

8.4.1 Types of Materials

Newspapers (including newspaper inserts) and **Magazines** (including catalogs) - no more than 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 paper 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 of acceptable items: cereal boxes, cracker boxes, shoe boxes, beer cartons and six-pack holders.

Glass food and beverage containers – clear, brown, and green bottles up to three gallons or ten liters 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 three gallons or ten 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 – un-flattened; 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 - #1, up to three 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 - #2 (both natural and colored bottles); 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.

Plastic White, Clear or Opaque Containers - #3 through #7 (food-grade plastics up to three liters in size that have been washed clean; attached labels are acceptable. except for screw tops, lids are acceptable as long as they are not attached. screw top caps/lids are not acceptable regardless of whether they are attached or unattached. **EXAMPLES:** laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.

Aseptic Packaging - Gable top plastic coated paper containers up to three liters or one gallon in size; empty with straws and caps removed. **EXAMPLES:** milk, juice containers, small single-serve juice and milk boxes.

8.4.2 Materials Not Accepted

Anti-freeze containers	Gravel	Pots and pans
Asian corrugated	Heat-resistant ovenware	Propane tanks
Auto glass	Hypodermic needles	Pyrex
Books	Leaded glass	Scrap metal
Ceramic cups	Light bulbs	Screw top caps/lids
Ceramic plates	Mirror glass	Stones
Clay pots	Motor oil containers	Syringes
Clothes hangers	Notebooks	Telephone books
Crystal	Paint cans	Tiles
Drinking glasses	Plastic bags;	Waxed corrugated
Electronics	Plates	Window glass
Food contaminated pizza boxes	Porcelain	Used Oil

8.4.3 Delivery Rules and Regulations

- (a) Only pre-approved, Acceptable Recyclables will be accepted for delivery to the Mid-Conn RRC and the Transfer Stations. All recyclables delivered to the RRC and the Transfer Stations must meet the Facility Delivery Standards as detailed herein **Appendix A** in order to be accepted for processing.
- (b) All vehicles delivering to the RRC and the 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.
- (c) All vehicles delivering to the RRC must enter the facility at 211 Murphy Road (Entrance marked “B”).
- (d) Operators of rear-dumping vehicles will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (e) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (f) 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.
- (g) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened).
- (h) 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.

- (i) 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 Transfer Stations.
- (j) 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.

8.4.4 Load Rejection Policy

The following are the load rejection policies for Mid-CT Project facilities, including the RRC.

- Loads will be rejected if they include unacceptable levels of contamination, are un-processible, or otherwise do not meet the Facility Delivery Standards as determined by CRRA or its agent.
- 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:

- They originate from more than one town.
- They originate from a town or towns that do not participate in the Mid-Connecticut Regional Recycling Program unless authorized by CRRA.
- They are found to be contaminated and/or un-processible.
- 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 load of commingled containers contains more than 5% unacceptable containers or materials other than acceptable containers by weight.
- A load of Paper contains more than 5% unacceptable Paper fibers or materials other than acceptable Paper by weight.
- A load of Single Stream Recyclables contains more than 5% unacceptable Paper fibers or commingled containers or materials other than acceptable Paper or acceptable containers by weight..

Loads will be considered un-processible if:

- More than 10% of a load of paper (i.e.: magazines and/or corrugated cardboard) is wet except as a result of inclement weather.
- Acceptance of the load would significantly disrupt the normal operations of the RRC.
- More than 25% of a load's glass containers are broken.
- More than 25% of aluminum cans are flattened or deformed.
- More than 25% of plastic containers are flattened or deformed.
- 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 un-processible and/or unmarketable by coming in contact with the material in the load.

8.4.5 Vehicle Standards

The following are the vehicle standards for Mid-CT Project facilities, including the RRC.

- CRRA reserves the right to restrict vehicle access to any and all Mid-CT recycling facilities (including transfer stations).
- All vehicles tipping at the facilities shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards.
- 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.
- Refuse packer trucks with operable compaction units may be used in the collection of papers, 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.
- Use of on-truck densifiers or other mechanical compaction to flatten containers is prohibited.

8.4.6 Rejection Procedures for Hazardous or Unacceptable Materials

Hazardous materials and the other unacceptable materials listed below are prohibited from being delivered to the RRC. Loads discovered to contain such materials shall be rejected when found (or identified). The following unacceptable materials are prohibited:

Information for Proposers
Part 4: Overview of CSWS and CRRA

Asbestos Waste	Oil, Waste Oil and Sludges
Bulk Liquids/Semi-liquids	Paint
Chemical Waste, Liquid	Propane Cylinders
Hazardous Waste, Dry	Septic Tank Clean-Out Wastes
Hazardous Waste, Liquid	Sewage Sludge, Dry
Infectious Waste	Sewage Sludge, Liquid
Medical Waste	Syringes
Oil Spill Clean-Up Wastes	

CRRA will make periodic inspections of incoming vehicles and where determined appropriate, reject prior to unloading if the inspection of the vehicle reveals that unacceptable materials are included in the load. If a load of unacceptable materials is delivered and unloaded on to the tipping floor, the driver of the vehicle shall be detained, if feasible, to determine the disposition of the materials.

For any hazardous materials, suspected hazardous materials, or wastes requiring special handling, CTDEP shall also be immediately notified. Where practical and safe to do so, these materials will be pushed aside and, if necessary, roped off. CRRA will contract with an appropriate firm specializing in the handling, removal, and disposal of these wastes in accordance with any federal and state manifest, transport and disposal requirements.

If the unacceptable materials are non-hazardous and can be handled safely, they will be reloaded into the delivering vehicle and rejected in accordance with the inspection procedures above. If the materials cannot be reloaded into the delivering vehicle, the material will be relocated to an unoccupied area of the facility and the RRC Operator will load a roll-off container for disposal at the Mid-CT Resource Recovery Facility or at the Hartford Landfill as appropriate and as directed by the enforcement officer.

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

In all cases where a load is rejected from the facility due to contamination with hazardous or suspected hazardous materials, either during initial inspection or during the screening process, a non-compliance notice of violation will be sent to CTDEP, the hauler, and to the town of origin. A copy of the notice of violation will be kept on file at the RRC.

8.5 Facility Availability

The entire facility shall be utilized for the Materials Recycling Facility.

8.6 Markets

The Regional Recycling Center Operator is responsible for processing and marketing of all respective recyclable materials. The data in Table E-2 of the permit application “Recycling Solid Waste Disposal Facilities” shows typical markets for the recycled material.

9. ENVIRONMENTAL CONTROL

9.1 Odor

The recyclable materials processed at the RRC are generally clean and free of putrescible matter. There are no offensive-odor causing materials associated with RRC operations. The rapid turn-around of the materials limits the amount of odors or dust that may be present. In addition, the recyclables are stored inside a fully enclosed building that contains any odor that might be generated in processing the recyclables. At the end of each day, all facility doors must be closed. Process residue must be shipped out when a container is full to minimize odor.

9.2 Noise

The operation of the facility does not create any adverse noise impacts on the surrounding community. The primary outdoor noise source is generated by a cyclone/fan system located inside the building and attached to the ceiling in the southwest quadrant of the building. The buffer area surrounding the building adequately attenuates the noise of operation to an acceptable level. Both the Container Processing Area and Paper Processing Area are enclosed inside the building, eliminating outdoor noise problems.

As specified in Section 10 of this Plan, all employees are required to wear earplugs and eye protection in accordance with Occupational Safety and Health Administration (“OSHA”) regulations. CRRA, the Regional Recycling is committed to strictly conform to all OSHA, American National Standards Institute (“ANSI”) and CTDEP guidelines for employee safety.

9.3 Dust Control

In the areas where dust may be generated in the facility, employees are required to wear dust masks. These masks protect anyone working in these areas.

9.4 Liquid Waste

The de minimis quantities of liquid waste generated by the facility are collected using wet/dry vacuums that are designed to vacuum out the solids. The wastewater is discharged to the sanitary sewer system pursuant to the General Permit for Miscellaneous Discharges of Sewer Compatible Wastewater issued by the Connecticut Department of Environmental Protection.

9.5 Stormwater

The RRC qualifies under and is subject to the requirements of the “General Permit for the Discharge of Stormwater Associated with Industrial Activity” (CTDEP, 09/24/03). CRRA has registered the RRC (GSI000814) under the General Permit. CRRA conducts the sampling, submits the reports and maintains the records required by the General Permit.

10. SAFETY PROCEDURES

10.1 Safety Policy

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

In order to achieve the goal of a hazard-free working environment, employees and non-employees who use the RRC are required to obey the rules set forth in the Regional Recycling Center Operator’s safety programs or be subject to disciplinary action.

The Regional Recycling Center Operator must meet or exceed the standards established by any local and/or federal laws and regulations pertaining to the construction industry.

Individual on-off switches must control all components in the RRC processing systems. Emergency-stop switches must also be located throughout the processing lines. The Regional Recycling Center Operator must implement lock-out/Tag-out procedures.

A drawing depicting the pull stations, fire extinguishers, and sprinkler system is included in Attachment 2 – “Fire Extinguisher, Pull Station & Emergency Lighting Location Plan“.

10.2 Safety Standards and Rules

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

10.2.1 General Safety Standards for Employees

- (a) Report all injuries, no matter how slight, to a supervisor immediately; first aid should be sought immediately; first aid should not be administered unless a supervisor is present;
- (b) Report any unsafe condition or practice to a supervisor;

- (c) Do not use compressed air to clean clothing or a person; an air gun must not be pointed toward anyone;
- (d) Keep all aisles, passageways, platform and stairways clear of all obstructions; keep your work area clean and orderly; perform all work in an orderly manner;
- (e) Materials must be properly stacked to avoid creating hazards; bales are to be stacked no more than four high;
- (f) Do not fail to stop, look and listen before stepping into a trucking aisle; walk, do not run, while you are in the RRC or on RRC property; use only marked aisles when walking through the plant; do not take short cuts through departments or process areas; do not climb conveyors or balers;
- (g) Drivers of motor vehicles must stop and sound the horn at cross aisles and where vision is obstructed and sound the horn when backing up; no hitch hikers are allowed on forklifts;
- (h) Work within prescribed weight limitations when lifting or pushing;
- (i) Do not wear ties, loose clothing, rings, bracelets, watches, necklaces or other items which are hazardous around machinery;
- (j) Do not block access to fire extinguishers or hoses with equipment or materials; do not interfere with firefighting operations;
- (k) All combustible, flammable materials or liquids must be stored in approved safety areas;
- (l) Use assigned tools and follow prescribed methods for each job; do not use defective tools or equipment of any kind;
- (m) Guards are placed on moving machinery for the employees protection; do not operate equipment unless all guards are in place and machinery is cleared of objects and people;
- (n) Never clean, oil or adjust any machinery while it is in motion, unless it is so designed;
- (o) Observe all “danger,” “safety” and “no smoking” signs.

10.2.2 Basic RRC Rules and Regulations

The following are prohibited in the RRC:

- (a) Endangering the safety and health of other employees or threatening, intimidating or striking another employee;

- (b) Engaging in sabotage, espionage or restricting production; damage to or theft of RRC property or that of another employee;
- (c) The operation of any machine except by an authorized employee;
- (d) Bringing weapons into the RRC;
- (e) The use, possession, promotion, purchase, transfer, sale, distribution or manufacture of unauthorized or illegal drugs or the misuse of any legal drugs, alcohol, or other chemical substances or any combination thereof, on RRC premises;
- (f) Insubordination;
- (g) Sexual harassment;
- (h) Failure to wear eye safety protection at all times in all RRC areas; failure to wear proper footwear; failure to wear prescribed safety equipment;
- (i) Smoking inside the RRC;
- (j) Gambling or promoting gambling;
- (k) Violation of any criminal law; and
- (l) Failure to adhere to RRC policies.

10.3 Safety Procedures And Responsibilities

10.3.1 Safety Committee

The Regional Recycling Center Operator must form their own safety committees. The safety committee must meet at least once per month to discuss safety and health related issues.

10.3.2 Employee Safety Sheet

One of the forms that an employee of the Regional Recycling Center Operator is required to sign when he/she is hired is the Employee Safety Sheet. The sheet is designed to familiarize the employee with the general safety rules of the plant. By signing this sheet the employee assures that his/her actions will be conducted in accordance with these rules and in a manner that will help guarantee plant safety for each employee.

10.3.3 Daily Safety Inspection

Each morning prior to start-up of the first shift, the Regional Recycling Center Operator's Plant Supervisor must conduct a safety inspection of all plant equipment, passageways, fire system, valves, first aid kits, and storage areas. The status of each item must be noted on a Safety Checklist. If there are no problems with an item on the list, "OK" is entered under the corresponding day column. If there is a problem, "ACTION NEEDED" is entered. The problem is noted on another sheet and the proper personnel notified so that immediate action can be taken. This usually means notifying the maintenance person on duty and having him correct the problem.

Along with preventive and emergency maintenance, the maintenance person is responsible for assisting in the inspection of mechanical equipment.

Prior to start-up, the Plant Supervisor must also make sure that employees are wearing all proper safety equipment. Inspections are also made to assure that no long winter clothing is worn in the plant (e.g., scarves, long coats).

10.4 Personal Protective Equipment ("PPE")

Persons who must work where hazards cannot be eliminated or controlled at the source and where ordinary work clothes do not afford sufficient protection should use PPE that, if necessary, can protect the person from head to toe.

An important aspect of PPE is Supervision and Enforcement. The Plant Supervisor must be familiar with the equipment so that he/she can explain and demonstrate its use. This is done during training and at Safety Meetings.

Any PPE can be obtained from the Operations Manager or the Plant Supervisor.

An employee is responsible for all maintenance and upkeep of any form of PPE. If an article of PPE becomes damaged, it should be immediately reported to the Plant Supervisor. The damaged piece of PPE must be turned in before a new item is issued.

The Regional Recycling Center Operator must maintain a supply of the following OSHA approved PPE:

- Hard Hats
- Eye Protection
- Hearing Protection
- Rain suits (for construction workers)
- Gloves
- Dust Masks

11. EMERGENCY PROCEDURES

11.1 Emergency Contacts

Telephone numbers of the emergency contacts for the RRC are found in Table 11.1 in Attachment 6. This will be updated as necessary when there is a change in the personnel listed.

11.2 Fire

In the event of a fire, the Operations Manager, Office Administrator and Plant Supervisor, depending on who is immediately available, are responsible for the following:

- Alert all RRC personnel;
- Call the Fire Department, CRRA and the insurance carrier; and,
- Utilize available fire extinguishers and/or yard hydrants to fight the fire if possible. RRC employees should not put themselves or any of their co-workers in danger to combat a fire.

An effective fire protection program is the best way to minimize the possibility of fire at the RRC. The need for good housekeeping and cleanliness cannot be over-emphasized. The maintenance program should take into account fire prevention measures pertaining to all mechanical and electrical equipment.

The operator should evaluate all potential fire hazards and implement a program to eliminate or minimize the hazards that could result in an emergency. The following steps are suggested:

- There is to be no smoking on the RRC floor. Smoking is permitted only in designated areas.
- “No Smoking” signs should be posted where necessary;
- Employees should watch for danger spots even if no warning is posted (e.g., temporary storage area that contains combustibles).
- Employees should not lay lighted cigarettes on wooden tables or workbenches, even where smoking is permitted.
- Employees should never dispose of a cigarette in a wastebasket or trashcan.
- Employees should never clean out a pipe in such a way that the contents of the pipe empty into a wastebasket or trashcan.

The following special precautions related to flammable and combustible liquids will be taken:

- Employees must keep flammable and combustible liquids away from open flames and motors that might spark.

- When an employee transfers flammable liquids, he/she must bond the containers to each other and ground the one being dispensed from, to prevent sparks from static electricity.
- Employees must clean up spills right away, and put oily rags in a tightly covered metal container.
- Employees must change clothes immediately if they get oil solvents on their clothes.
- Employees must watch out for empty containers that contained flammable or combustible liquids because vapors might still be present.
- Flammable and combustible liquids must be stored in approved containers in well-ventilated areas away from heat and sparks.
- Employees must be sure that all containers for flammable and combustible liquids are clearly and correctly labeled.

The Regional Recycling Center Operator should make arrangements for the plant personnel to meet with the local fire department and insurance personnel and receive instructions on fire prevention techniques, emergency firefighting methods, and use of emergency compressed air breathing apparatus. Such instruction should be on an annual basis and should be periodically reviewed. The fire chief should be invited to inspect the plant and advise the Operator of any fire hazards that may exist. The Operator should take immediate steps to eliminate or minimize such fire hazards.

All firefighting equipment should be inspected periodically to assure that they are in working condition. Fire hoses must be inspected weekly.

11.3 Explosion

Fires and explosions are closely related. One can easily be the cause or the result of the other. Explosions are most likely to occur in enclosed areas.

In the event of explosion, the Operations Manager, Office Administrator and Plant Supervisor, depending on who is immediately available, must do the following:

- Administer first aid if required;
- Call the fire department, CRRA and the insurance company.
- Alert plant personnel;
- Locate and shut down possible sources of combustion (e.g., fuel and gas lines, flammable materials, etc.);
- Assess damage to property and mechanical equipment and file a report in written form.

The Operator must make every effort to minimize the possibility of explosion. Each piece of equipment in the Container Processing Area is designed so that the likelihood of an explosion resulting from an internal malfunction of that equipment is very low. Precautions must be taken, however, in the event that potentially explosive materials, such as pressurized gas containers, are received at the plant as part of a mixed recyclable load.

The Regional Recycling Center Operator's Tipping Floor Coordinator, in-feed conveyor inspectors and all sorters on the mixed recyclable line must be trained to identify any piece of material that may be of a pressurized nature. In the event that such material is found, the system must be shut down and the container removed. This procedure prevents a possible explosion that could occur if a pressurized container is introduced to any type of baler or compactor.

The following steps are also recommended to minimize the possibility of explosion:

- Strictly enforce no-smoking rules;
- Post signs indicating potential explosion hazard areas;
- Use positive mechanical ventilation prior to entering or when working in a potentially explosive or suspected oxygen deficient area.

11.4 Evacuation Plan

The Regional Recycling Center Operator must develop and evacuation plan for their employees to be used in case of fire or other emergency that, in the judgment of the Regional Recycling Center Operator's Operations Manager, warrants the evacuation of the building. The evacuation plans must include primary and secondary evacuation routes.

The Operator must instruct their employees that evacuation is to begin immediately at the sound of the fire alarm. They are also to evacuate when instructed to do so by the Regional Recycling Center Operator's Operations Manager.

All supervisors and members of the safety committee must keep an up-to-date listing of all employees. These copies should be kept in these individuals' automobiles for easy access. A roll call must be taken immediately upon completion of the evacuation. Missing or unaccounted employees must be identified to emergency personnel. The roll call must be made by a supervisor or appointed member of the safety committee.

A copy of all Material Safety Data Sheets ("MSDSs") for chemicals used in the RRC should be attached to the employee listing. When emergency personnel arrive at the RRC, the MSDSs should be given to them.

11.5 Personal Occupational Emergencies and Procedures

11.5.1 Emergency Procedures

The procedures that are followed for an accidental injury depend on the type and severity of the injury. Listed below are the procedures to follow for various types of injuries.

11.5.1.1 Major Injury – Outside Medical Attention Required

The injured person or a person nearby should alert either the Plant Supervisor or Office Administrator using a plant telephone or two-way radio, if neces-

sary. Whoever is contacted will first call an ambulance or paramedics. The person contacted will then notify a Supervisor or one of the Red Cross Basic First Aid and CPR certified personnel. There is always at least one Red Cross Certified person in the RRC, usually one of the supervisors.

Immediate first aid will be performed if necessary. A person designated by the Supervisor will wait outside the building until the ambulance arrives and will direct the ambulance team to the injured person. After the ambulance takes the injured person away, the supervisor will notify the person's family of the incident. Reporting and investigation procedures are then followed.

11.5.1.2 Minor Injury – In Plant Medical Attention Necessary

The injured person or a person nearby should alert the Plant Supervisor who will then perform first aid if necessary. After first aid is performed, the employee will be instructed to go to the break room and relax for a while. If hospitalization is subsequently required, an ambulance will be called. If the person needs to go home and is incapable of transporting him/herself, the Supervisor will notify the person's family to pick them up.

11.5.2 Accident Reports

Immediately following any recordable injury or illness of any kind at the RRC, OSHA Form No. 300, “The Log and Summary of Occupational Injuries and Illnesses” will be filled out. This form requires that the name of the employee and his/her department be indicated and that the illness or injury be described. A workers' compensation "First Report of Injury" form must be completed and sent to the Office of the Connecticut Commissioner of Labor.

For the Regional Recycling Center Operator’s personnel, whenever there is an injury that requires medical attention, a Regional Recycling Center Operator report must be filled out. The report includes an accident description, preventive actions taken, witnesses, equipment involved, unsafe conditions which led to the accident, other factors which contributed to the accident, and recommendations and comments.

Records of all first aid provided to an employee must be kept in the Regional Recycling Center Operator’s administrative office.

After an accident has occurred, the person has received the appropriate treatment and the appropriate reports have been filled out, an investigation will be conducted.

Unsafe conditions that lead to any accident in the plant are to be immediately rectified to prevent further injury.

11.5.3 Accident Investigation

The Regional Recycling Center Operator Operations Manager or Plant Supervisor will conduct a full investigation of any accident and the events that led to it. In addition, he/she will conduct an investigation of all linear-misses II. The goal of the investigation is to detect and prevent lapses in safety that resulted in an accident or potential accident.

11.6 Hazardous Waste Management

The facility does not accept any types of hazardous materials. If any hazardous material is inadvertently delivered, specific actions specified in Section 8.4.5 of this Plan must be followed. All pertinent requirements of OSHA, CTDEP and the United States Environmental Protection Agency (“USEPA”) must also be complied with.

12. RESIDUE

12.1 Waste Control Plan

A Waste Control Plan is a set of procedures that are followed by all employees of the Regional Recycling Center Operator to assure that a minimal amount of process residue is combined with each incoming load of recyclable material. Maintaining a minimum level of these contaminants is important in order to reduce the amount of waste that passes through the system and leaves the plant as landfill material.

Through the utilization of machine automation, production conscious workers and management participation, residue from the Container Processing Area and the Paper Processing Area can be and must be kept at a minimum.

The mixed glass system in the Container Processing Area must be maintained so that the crushers and trommels operate at their peak efficiency, so that glass contained in the process residue will be minimized. There is a final inspection station prior to the residue entering the roll off containers where recyclables that have inadvertently entered the residue line may be removed.

The service agreement between CRRA and the Regional Recycling Center Operator contains business incentives to maximize product output to ensure minimum residue.

Residue amounts must be 10% or less of total incoming materials to the facility. Residue types are:

Ceramics	Stones, rocks	Propane cylinders
Mailboxes	Paper wrappers	Plastic film
Plate glass	Plastics bags	Non-container metals
Flat glass	Stretch wrap	Oil containers
Toys	Styrofoam	Syringes
Auto glass	Tool scraps	Paint cans
Liquids	Certain plastic containers	Pressurized containers

All residues must be maintained within containers and must be stored in a manner to prevent wind from blowing the material onto the site and to prevent the materials from detracting from the appearance of the site.

12.2 Residue Disposal

Residue is shipped to the following facility or other properly licensed facility for disposal:

Mid-Connecticut Project Waste Processing Facility
Gate 70
300 Maxim Road
Hartford, CT 06114

OPERATION AND MAINTENANCE MANUAL

ATTACHMENT 1

SITE DRAWINGS

OPERATION AND MAINTENANCE MANUAL

ATTACHMENT 2

FACILITY PLANS

OPERATION AND MAINTENANCE MANUAL

ATTACHMENT 3

TRAFFIC STUDY

DMJM Harris

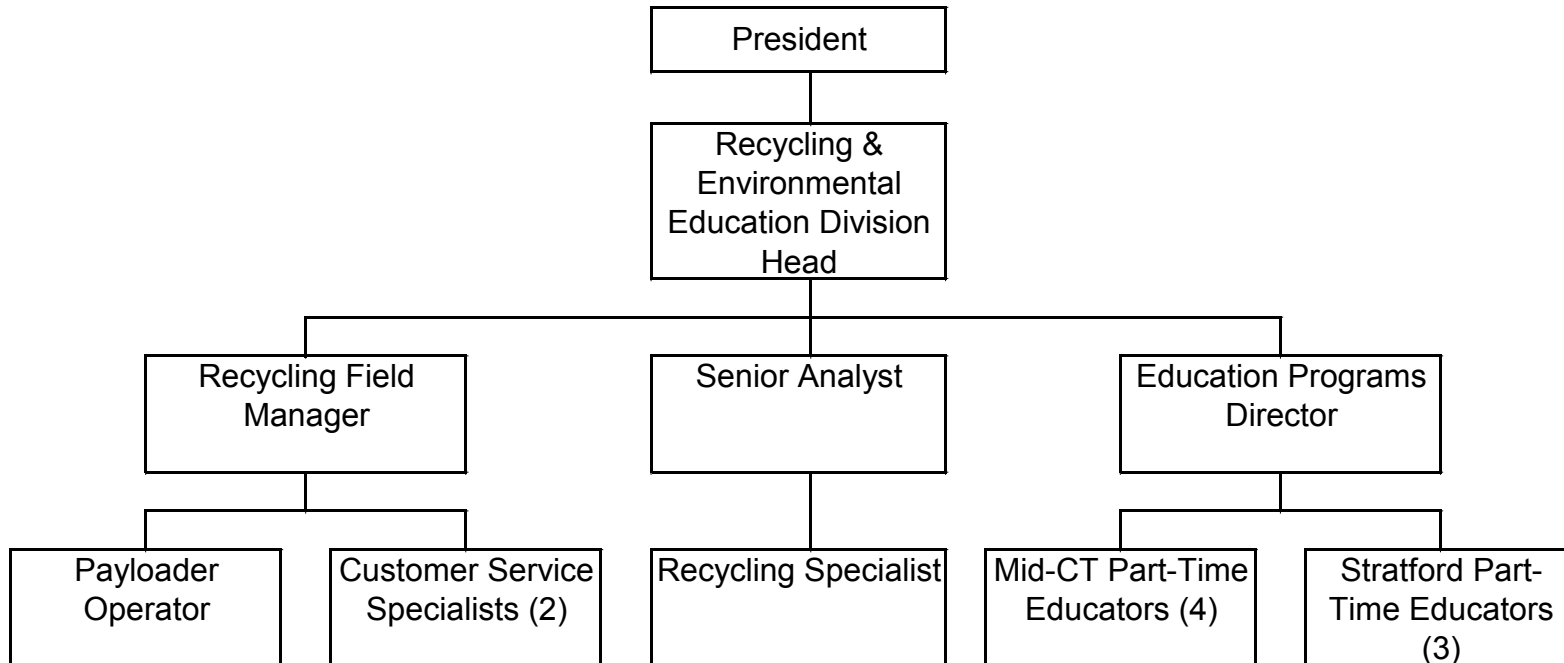
October, 2005

OPERATION AND MAINTENANCE MANUAL

ATTACHMENT 4

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
ORGANIZATIONAL CHART**

Connecticut Resources Recovery Authority Organizational Chart

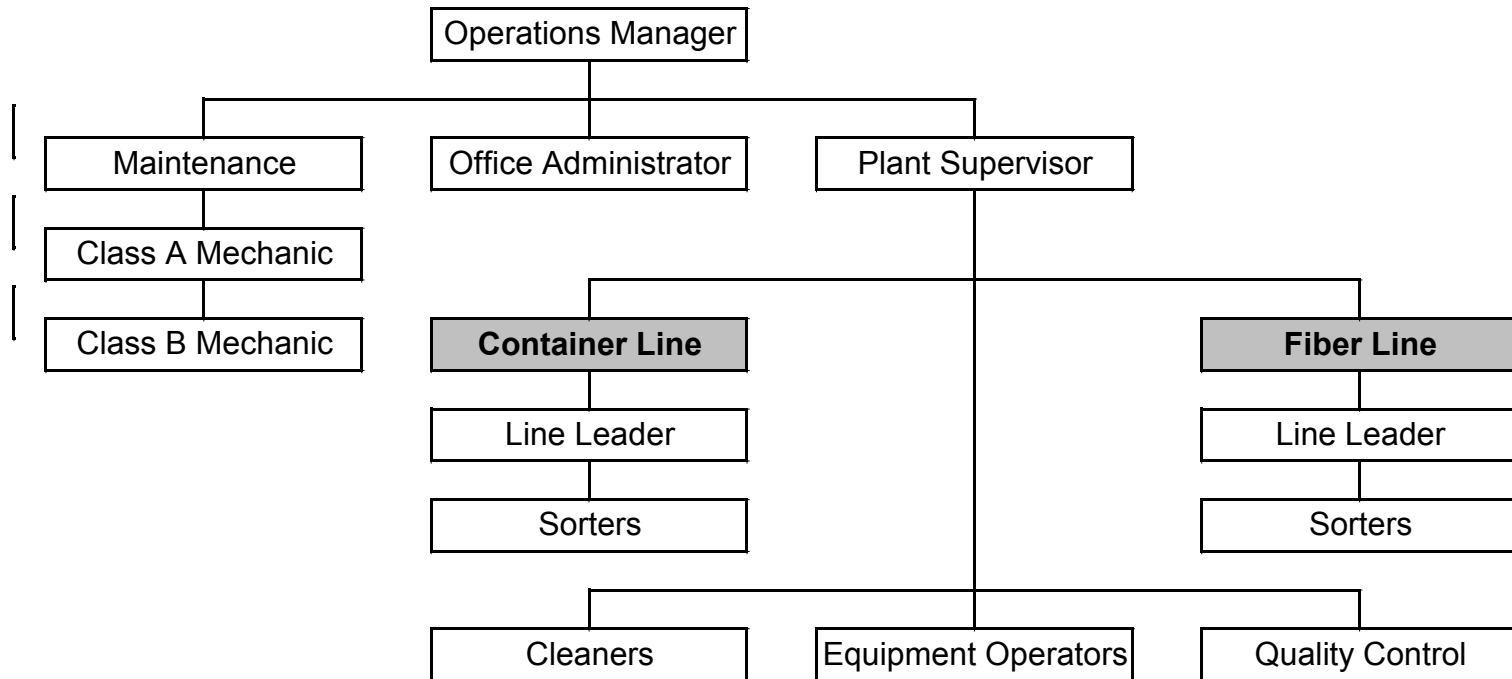


OPERATION AND MAINTENANCE MANUAL

ATTACHMENT 5

**REGIONAL RECYCLING CENTER OPERATOR
ORGANIZATIONAL CHART**

RRC Operator Organizational Chart*



OPERATION AND MAINTENANCE MANUAL

ATTACHMENT 6

EMERGENCY CONTACT TABLE

Table 11.1 Emergency Contact Information

Emergency-Medical, Fire and Police	911
Routine Police Calls, Hartford Police	860-527-6300
DEP - Oil and Chemical Spills	860-424-3338
CRRA Headquarters	860-757-7700
After Hours	
CRRA	
Tom Gaffey	860-757-7735 (w); 860-922-7048 (c)
Mary Anne Bergenty	860-757-7761 (w); 860-250-1463 (c)
James Chiappetta	860-757-7763 (w); 860-250-0115 (c)
RRC Operator	
Ron Santos	860-278-8629 (w); 860-729 4350 (c)
Jose Laureano	860-729-0254 (c)
RJ Huck	860-829-1390 (h); 860-384-0336 (c)



**CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective November 16, 2012

CONNECTICUT RESOURCES RECOVERY AUTHORITY
CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING PROCEDURES

TABLE OF CONTENTS

1. GENERAL 1

 1.1 Definitions..... 1

 1.2 Preamble 9

 1.3 General Principles of Interpretation..... 10

2. PERMITTING 10

 2.1 Permit Application 10

 2.2 Submission of Permit Application..... 11

 2.3 Guaranty of Payment 11

 2.4 Issuance and Renewal of Permit 12

 2.5 Tare Weights 13

 2.6 Miscellaneous..... 13

 2.7 Municipal Permits 14

3. INSURANCE 14

 3.1 Insurance..... 14

 3.2 Indemnification 16

4. OPERATING AND DISPOSAL PROCEDURES 17

 4.1 Delivery of Acceptable Solid Waste 17

 4.2 Delivery of Acceptable Recyclables 18

 4.3 Access to the Facility..... 18

 4.4 Access to the Recycling Facility..... 18

 4.5 Temporary Emergency Access to the Facilities 19

 4.6 Hours for Delivery..... 19

 4.7 Vehicle Standards for Deliveries to the Facilities..... 19

 4.8 Disposal Procedures 20

 4.9 Weight Tickets..... 23

 4.10 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating
Municipalities..... 23

 4.11 Recycling Facilities Load Rejection Policy 24

5. BILLING 25

 5.1 Payment of Invoices 25

 5.2 Liability for Payment of Invoices..... 25

 5.3 Past Due Invoices 26

 5.4 Miscellaneous..... 26

 5.5 Return Check Policy..... 26

 5.6 Disputes on Billing..... 26

6. SANCTIONS..... 27

 6.1 Sanctions..... 27

 6.2 Appeal Process 27

7. LEGAL 29

7.1 Consistent with Municipal Solid Waste Management Services Contract..... 29
7.2 Governing Law 29

APPENDIX A: Examples of Violations and Sanctions.....A-1

.....

1. GENERAL

1.1 Definitions

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

- (a) “**Acceptable Recyclables**” shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

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

- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste as defined herein deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (f) “**By-Pass Waste**” shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
- (g) “**Commingled Container Recyclables**” shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
 - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

- (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
 - (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
 - (5) PET (polyethylene terephthalate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.
 - (6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.
 - (7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.
 - (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.
- (h) “Connecticut Solid Waste System” shall include the Facilities.
- (i) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale

materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

- (j) **“Designee”** shall mean
 - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.
- (k) **“Effective Date”** shall mean November 16, 2012.
- (l) **“Facility”** shall mean CRRA’s waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (m) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (n) **“Guarantyof Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement” shall mean an agreement between CRRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.**
- (p) **“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfill, as applicable. **“Hazardous Waste”** shall also include such other waste as deemed by CRRA in its sole discretion to be **“Hazardous Waste.”**
- (q) “

- (r) “**Mixed Load**” shall mean Solid Waste from more than one municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.
- (s) “**Municipal Solid Waste Management Services Agreement**” or “**MSA**” shall mean the Agreement between CRRA and a Participating Municipality for the processing and disposal at the Facilities of Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (t) “**Non-Processible Waste**” shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
 - (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
 - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
 - (3) Scrap/Light Weight Metals (as hereinafter defined);
 - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
 - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
 - (6) Christmas trees;
 - (7) Automobile tires with/without rims, and
 - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (u) “**Non-CRRA Recycling Facility**” shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling

in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

- (v) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
- (w) **“Paper Fiber Recyclables”** shall mean”
 - (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled,
 - (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut-down to 3 feet by 3 feet. Bundles may only be tied with string.
 - (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
 - (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
 - (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.
- (x) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Agreement or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the CRRA web site (<http://www.crra.org>) for a list of Participating

Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (y) **“Permit Application”** has the meaning set forth in Section 2.1.
- (z) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (aa) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (bb) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.

“Recycling Facility” shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.

- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the System.
- (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-CRRA Recycling Facility has processed Solid Waste.
- (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-CRRA Recycling Facility for processing.
- (ff) **“Scrap/Light Weight Metals”** shall mean the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
- (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
- (hh) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or

special approval by the Connecticut Department of Energy and Environmental Protection (“DEEP”) or another non-Authority entity.

(jj) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Solid Waste for transport to a destination of ultimate disposal.

(kk) “**Unacceptable Recyclables**” shall include

- (1) Unacceptable Waste;
- (2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes;; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
- (4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

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

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

- (2) Any item of waste that is either smoldering or on fire;
 - (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
 - (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
 - (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
 - (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.
- (mm) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and any additional municipal solid waste facility (ies) deemed to be economically or operationally necessary by CRRA to fulfill its mission under the Connecticut General Statutes..
- (nn) **“Waste Hauler”** shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.
- (oo) **“White Metals”** shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures amend and supercede in their entirety the Mid-Connecticut Project Permitting, Disposal and Billing Procedures. These procedures may be further amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at www.crра.org.

1.3 General Principles of Interpretation

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

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon ("Permit Application"), including but not limited to:
 - (1) General company/business information;
 - (2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
 - (3) Origin of all waste that applicant will collect;
 - (4) Estimated delivery volumes; and
 - (5) An executed "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

In connection with the foregoing, each applicant shall also execute and submit to CRRA as attachments to the permit application, the following:

- (6) A "Hauler Agreement"

- (7) A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;
- (8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (9) Any applicable fees; and
- (10) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

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

2.3 Guaranty of Payment

- (a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same. At its sole and absolute discretion, CRRA may increase a guaranty of payment for any Permittee that fails to meet payment terms in accordance with Section 5.1.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
 - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application within twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

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

2.6 Miscellaneous

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

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

2.7 Municipal Permits

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

3. INSURANCE

3.1 Insurance

3.2

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial General Liability as specified by the most recent version of ISO Form Number CG 001 (occurrence).
 - (2) Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto).
 - (3) Workers' Compensation insurance as required by statute and employers' liability insurance.
- (b) Minimum Limits

Permittee shall maintain the following limits of liability for the insurance described above:

- 1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury

2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
 - b. Include Owned, Hired and Non-Owned Auto Liability
 3. Workers' Compensation: Statutory Limits
 4. Employers' Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
- (c) Each applicant or Permittee shall submit along with its permit application or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below. .
- (d) All policies for each insurance required above shall contain the following provisions:
1. CRRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Permittee:
 - a. Commercial General Liability
 - b. Automobile Liability
 2. The Permittee agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further it shall be an affirmative obligation upon Permittee to CRRA's Risk Manager at Fax No. 860-757-7740, e-mail lmartin@crra.org or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741 within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Permit.
 3. The Permittee shall waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Permit.
 4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) Permittee's insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or

- jurisdiction(s) where the work is being performed, unless otherwise approved by CRRA.
- (f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
 - (g) Permittee shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.
 - (h) All Certificates of Insurance must be received and approved by CRRA before any Permit is issued.
 - (i) Permittee shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
 - (j) No provision of this Section 3 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages other costs and expenses.
 - (k) CRRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for:
 - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
 - (l) For purposes of this Section 3, the terms applicant or Permittee shall include subcontractor thereof.

3.3 3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees

and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

- (a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.
- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through

Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.

- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.
- (g) CRRA may accept Recycling Residue from a Non-CRRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

4.2 Delivery of Acceptable Recyclables

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

4.3 Access to the Facility

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

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B or C.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B or C.

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

4.5 Temporary Emergency Access to the Facilities

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

4.6 Hours for Delivery

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

4.7 Vehicle Standards for Deliveries to the Facilities

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in

compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.

- (b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.
- (d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

4.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (b) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (e) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges. No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (h) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (i) Unacceptable Waste, Special Waste and any material which CRRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which CRRA has determined should be rejected is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a

reloading fee of five hundred dollars (\$500.00). CRRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which CRRA has determined should be rejected, CRRA may

- (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected and made recommendations, and/or
 - (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material , revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.
- (o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
- (q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.

- (t) No loitering is permitted at any of the Facilities.
- (u) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.
- (v) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (w) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (x) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.
- (y) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (z) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (aa) Mechanical densifying of aluminum containers and plastic containers is allowed (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (bb) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (cc) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Recycling Facilities.
- (dd) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from CRRA.
- (ee) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

4.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

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

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:
 - (1) The entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee. Any Acceptable Mixed Load that contains Acceptable Solid Waste subject to different tip fees shall be charged the highest tip fee that is charged to any of the Participating Municipalities from which the waste originated.
 - (2) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (3) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized by CRRA to be disposed of at such Waste Facility.

- (4) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.
- (b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

- (a) CRRA or its Designee will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the terms and conditions hereof. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.
- (b) Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.
- (c) Loads will be considered unacceptable if any of the following apply:
 - (1) They originate from more than one municipality.
 - (2) They are found to be contaminated and/or unprocessable.
 - (3) CRRA has previously communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without prior written approval of CRRA.
- (d) Loads will be considered contaminated if any of the following apply:
 - (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.
 - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
 - (3) A load of Single Stream Recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than Acceptable Paper Fiber Recyclables or Acceptable Commingled Container Recyclables.

- (e) Loads will be considered unprocessable if any of the following apply:
- (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
 - (2) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
 - (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

5. BILLING

5.1 Payment of Invoices

- (a) Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay in full such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

5.2 Liability for Payment of Invoices

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

5.3 Past Due Invoices

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

5.4 Miscellaneous

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

5.5 Return Check Policy

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

5.6 Disputes on Billing

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

shall be considered or made by CRRA for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of violations and their applicable sanctions. However, **Appendix A** is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in **Appendix A** if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Facilities;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee’s most recent violation, the Permittee’s record will be considered clear and any subsequent violation after the six (6) month period will be considered the Permittee’s first violation.

6.2 Appeal Process

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

The following process must be followed to preserve the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation (“Incident Report”) on the violation at issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) If the Permittee/hauler’s request to initiate the appeals process is granted, any monetary fine(s) imposed against it in accordance with Appendix A shall be stayed pending the final decision of the Appeals Committee. If the appeal is denied or the monetary fines are reduced by the Appeals Committee, Permittee/hauler will be invoiced accordingly and the amount shall be paid in full by such Permittee/hauler within twenty (20) days from the date of such invoice.
- (g) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (h) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.

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

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

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

7.2 Governing Law

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

(f) ss

APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible & Unacceptable Waste Violation	Misrepresentation of Origin Violation	Truck Route Violation
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 and any delivery of Unacceptable Waste	Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	\$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
2nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

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

INFORMATION FOR PROPOSERS
PART 6 : TONNAGE HISTORY

1. HISTORICAL DELIVERIES

Total incoming tons per month from current CSWS recycling towns (tons delivered prior to 11/15/12 were delivered by current CSWS recycling towns to the RF as part of CRRA's Mid-Connecticut Project)

	2010	2011	2012	2013 (to date)
January`	3,225.08	3,265.84	3,559.23	3,686.10
February	2,701.84	2,944.91	3,020.76	2,788.62
March	3,450.82	3,672.80	3,303.76	3,195.04
April	3,391.25	3,484.91	3,322.55	
May	3,175.32	3,530.52	3,642.81	
June	3,619.11	3,709.20	3,572.59	
July	3,301.23	3,163.08	3,387.19	
August	3,363.04	3,560.06	3,600.39	
September	3,459.81	3,611.17	3,247.84	
October	3,365.60	3,357.01	3,504.93	
November	3,699.38	3,786.32	3,793.13	
December	3906.38	4,010.16	3,675.22	

2. APPROXIMATE COMPOSITION (BASED ON 2012 OUTGOING TONS SOLD)

ONP #6	0.0%
ONP #8	50.6%
OCC #11	14.8%
Ferrous	2.6%
Aluminum	0.3%
Aluminum Foil	0.0%
Plastic-Pet	2.4%
Plastic-HDPE Natural	0.8%
Plastic- HDPE Pigmented	1.3%
Plastic- HDPE Mixed	0.7%
Glass- Mixed	18.9%
Aseptic Packaging	0.2%
Scrap Metals	0.5%
Residue	6.9%

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

**SECTION 5
REQUIRED PROPOSAL FORMS**



PROPOSAL FORM

RFP NUMBER: 13-OP-003

CONTRACT FOR: Operation And Maintenance Services [and/or] Commodity Marketing for the CSWS Recycling Facility

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

1. OPTION(S) FOR WHICH PROPOSALS SUBMITTED

In the table below, place a check mark in the box for each of the Options detailed in Appendix A of the Instructions To Proposers (Section 3.1 of the RFP Package Documents) for which the Proposer wishes to be considered.

<input type="checkbox"/>	Option 1: Combined Operation And Maintenance and Commodity Marketing Services at the CSWS RF
<input type="checkbox"/>	Option 2: Lease of CSWS RF
<input type="checkbox"/>	Option 3: Operation and Maintenance Services (only) for the CSWS RF
<input type="checkbox"/>	Option 4: Commodity Marketing (only) for the CSWS RF
<input type="checkbox"/>	Option 5: Marketing Of CSWS Recyclables Via An Alternate Facility

2. DEFINITIONS

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

3. TERMS AND CONDITIONS

The undersigned (the “Proposer”) accepts and agrees to all terms and conditions of the Request For Proposals, Instructions To Proposers, and any Addenda to any such documents.

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

At any time after Proposals are opened CRRA may enter contract negotiations with one or more Proposers. If CRRA contacts Proposer to begin contract negotiations, the Proposer agrees to:

- negotiate the contract in good faith;
- provide in a timely manner clarifications or additional information requested by CRRA during negotiations;
- attend meetings with CRRA and its Board, as necessary, to negotiate, obtain approval for and execute the contract; and
- bear all of its costs and expenses for contract negotiations and approval.

The Proposer recognizes that CRRA has no liability to any party until a contract is approved, and only to the extent provided for in such contract.

If CRRA issues a Notice Of Award to Proposer, Proposer 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 the Affidavit Concerning Consulting Fees
- (d) Deliver to CRRA the requisite certificates of insurance;
- (e) Execute and deliver to all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (f) Satisfy all other conditions of the Notice Of Award.

4. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Proposal, Proposer represents that:

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

Addendum Number	Date Issued

- Without exception, the Proposal is premised upon performing, finishing, and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures (if any) that may be shown, indicated, or expressly required by the Contract Documents;
- Proposer is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- Proposer acknowledges that any tonnage estimates provided in the RFP Package Documents are good-faith estimates for planning purposes and that in providing such estimates CRRA does not make any guarantee, expressed or implied regarding the recycling tonnage arriving at CSWS RF.
- Proposer has studied and carefully correlated Proposer’s knowledge and observations with the Contract Documents and such other related data;
- Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents;
- If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- Proposer is aware of the general nature of Services to be performed by CRRA and others that relates to the Services for which this Proposal is submitted; and
- The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

5. PROPOSER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Proposal, Proposer acknowledges and agrees that:

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

6. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

7. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

8. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Proposal, Proposer:

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

9. PROPOSER’S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

10. PROPOSER’S REPRESENTATIONS CONCERNING RFP FORMS

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

11. PROPOSER’S WAIVER OF DAMAGES

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

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

12. PROPOSER’S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 5.12 [SEEC Form 11] of the RFP Package Documents.

13. ATTACHMENTS

The following documents are attached hereto and made a part of this Proposal, each completely filled out by the Proposer, and, where called for by the respective form, signed before a Notary Public or Commissioner of the Superior Court:

- Proposal Form 1 - This Proposal Form, completed in its entirety and signed by the Proposer;
- Proposal Form 2 - Issues And Questions To Be Addressed
- Proposal Form 3 – Proposal Price Form
- Proposal Form 4 – Business Information Form
- Proposal Form 5 – References Form
- Proposal Form 6 – Questionnaire Concerning Affirmative Action
- Proposal Form 7 - Affidavit Concerning Nondiscrimination
- Proposal Form 8 – Background Questionnaire
- Proposal Form 9 – Business Disclosure Form

- Proposal Form 10 - Proposal Bond Form
- Exhibit 11 – Business Exception Form
- Exhibit 12 – SEEC Form 11.

14. NOTICES

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

Proposer Name:	
Proposer Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

15. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 __

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

ISSUES AND QUESTIONS TO BE ADDRESSED

INSTRUCTIONS: Complete, written answers must be provided to each of these questions and each answer must begin on a new page. If a question is not applicable to the proposals being submitted, please indicate N.A.

1.1 Marketing Plan

Any Proposer submitting proposals that involves the marketing of the commodities derived from the processing of CSWS Recyclables (Options 1, 2, 4, or 5, as specified in Section 3.1 of the RFP Package Documents, or variations thereof), the Proposer shall provide an outline and general discussion of the marketing that it will undertake to sell such commodities.

1.2 Additional Recyclables

Currently, there is excess permitted capacity at the RF beyond what is utilized for the CSWS Recyclables. For any Proposer looking to utilize that excess permitted capacity, or a portion thereof, Proposer shall indicate what portion of that excess permitted capacity they are interested in having access to in order to direct Contractor-sourced recyclables into the CSWS RF, a minimum quantity of Contractor-sourced recyclables that the Proposer would commit to directing into the Facility as part of any subsequent Agreement (contractors may also propose an alternate funding mechanism such as a lease payment to reserve Proposer's portion of that excess permitted capacity). Proposer will also discuss steps that the Proposer will take to ensure that the Proposer's Contractor-sourced tons will maintain the same quality and composition as the CSWS Recyclables, or how the Proposer will compensate CRRA for recyclables are of a different quality or composition from the CSWS Recyclables.

1.3 Storage of Processed Material

Any Proposer submitting proposals that involves the Operations And Maintenance of the CSWS RF (Options 1, 2, or 3, as specified in Section 3.1 of the RFP Package Documents, or variations thereof) must include a discussion of storage of incoming recyclable materials and outbound processed products. The Proposer must describe the amount of storage required and the maximum period of time during which recyclable materials and products may be stored.

Currently, there is approximately 8,000 cubic yards of storage capacity for recyclable materials and products in the existing RF building (211 Murphy Road).

1.4 Processing Equipment, Rolling Stock, and Facilities Modification

Any Proposer submitting proposals that involves the Operations And Maintenance of the CSWS RF (Options 1, 2, or 3, as specified in Section 3.1 of the RFP Package

Documents, or variations thereof) should include a “planning level” discussion of the following:

- Major pieces of rolling stock that will be provided by and used by the Proposer in the completion of the Operation And Maintenance services.
- Any modification Proposer envisions making to the existing processing equipment at the CSWS RF.

1.5 Plan and Schedule for System Outages for Inspection and Maintenance

Any Proposer submitting proposals that involves the Operations And Maintenance of the CSWS RF (Options 1, 2, or 3, as specified in **Section 3.1** of the RFP Package Documents, or variations thereof) should discuss the Proposer’s plan for processing system outages for inspection and maintenance, including plans to divert incoming recyclables if needed, and a “planning level” schedule of anticipated system outages.

1.6 Quality Assurance/Quality Control Plan

Any Proposer submitting proposals that involves the Operations And Maintenance of the CSWS RF (Options 1, 2, or 3, as specified in **Section 3.1** of the RFP Package Documents, or variations thereof). The Proposer shall describe the quality assurance/quality control procedures that will be utilized during processing Acceptable Recyclables.

1.7 Disruption of Market Access

Any Proposer submitting proposals that involves the marketing of CSWS Recyclables (Options 1, 2, 4, or 5, as specified in **Section 3.1** of the RFP Package Documents, or variations thereof), should detail plans to ensure the continued acceptance of CSWS Recyclables during periods of market disruption (e.g. port strikes, closure of certain markets, etc.), including but not limited to Proposer’s plan for temporary storage of CSWS Recyclables and Proposer’s plan to access alternate markets.

1.8 Proposed Diversion of Recyclables During Extended Equipment Downtime Periods

Any Proposer submitting proposals that involves the Operations And Maintenance of the CSWS RF (Options 1, 2, or 3, as specified in **Section 3.1** of the RFP Package Documents, or variations thereof). The Proposer must provide a detailed description and explanation of how it would manage recyclables during the extended downtime periods RF and the RF would not be available to process recyclables. Such description must include a list of the facilities to which the residential Paper and commingled containers would be shipped. CRRA shall have the right to approve any such facilities at CRRA’s sole and absolute discretion. The Proposer must provide evidence that the facilities

identified are properly permitted and are willing and have the capacity to handle the materials that would have to be diverted. The Proposer must describe how it would transport the recyclables to the facilities to which they would be diverted.

1.9 Resumes

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

1.10 Potential Revenue Enhancement Measures

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

PROPOSAL PRICE FORM

Option 1: for combined operation and maintenance and commodity marketing services at the csws RF.

Instructions: Proposers submitting proposals under Option 1, as designated in Appendix A of the Instructions to Proposers (**Section 3.1** of the RFP Package Documents), should fill in the appropriate cells below.

1.1 Pricing for CSWS Recyclables

This section shall contain the prices paid by the Contractor to CRRA for all CSWS recyclables delivered to the CSWS RF.

Overall, the price Proposer Agrees to pay to CRRA is represented by the formula below:

$$\text{Amount to CRRA} = \text{Base Price/Ton} + 50\% (\text{Commodity Sale Price} - \text{Threshold Price})$$

1.2 Base price per ton paid by Contractor to CRRA for all incoming CSWS Recyclables

In Table 1.1 below, enter the base price per ton Proposer agrees to pay CRRA for all Acceptable CSWS Recyclables delivered to the CSWS RF (based on incoming scale receipts).

Table 1.1

Base Price Paid by Contractor	\$ per ton
-------------------------------	-----------------

1.3 Revenue Share for Fiber Commodities within CSWS Recyclables

In addition to paying CRRA a base price for CSWS Recyclables as indicated in 1.1 of this Proposal Price Form, Proposer will pay CRRA a revenue share of the commodity sales of those CSWS recyclables. For the fiber portion, the commodity sale price will be based on the PPI Pulp & Paper Week (formerly Official Board Markets Yellow Sheet) price index. Thus for the fiber portion of the CSWS Recyclables the formula by indicating the price Proposer Agrees to pay CRRA is represented by:

$$\text{Amount to CRRA} = \text{Base Price/Ton} + 50\% (\text{PPI price index} - \text{Fiber Threshold Price})$$

In Table 1.2 below, enter the fiber threshold base price per ton Proposer proposes as part of this fiber revenue share for CSWS Recyclables.

Table 1.2

Outgoing Commodity	PPI/Yellow Sheet Price Index	Fiber Threshold Price
Commingled Paper (Note: This is the current paper grade sorted at the CSWS RF - assumes no ONP is being sorted from this commingled paper - this is currently being sold as a #8 news but specification might vary depending on buyer spec.)	#8 News – High side, New York Market.	\$ per ton
#11 OCC	#8 News – High side, New York Market.	\$ per ton
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton

1.4 Revenue Share for Commingled Container Commodities within CSWS Recyclables

In addition to paying CRRA a base price for CSWS Recyclables as indicated in 1.1 of

Request for Proposals – Proposal Form 3

this Proposal Price Form, Proposer will pay CRRA a revenue share of the commodity sales of those CSWS recyclables. For the commingled container portion, the commodity sale price will be based on actual sales receipts which the Contractor receives for the sale of the commodities less a threshold price. Thus for the container portion of the CSWS Recyclables the formula by indicating the price Proposer Agrees to pay CRRA is represented by:

$$\text{Amount to CRRA} = \text{Base Price/Ton} + 50\% (\text{Commodity Sale Price} - \text{Threshold Price})$$

Please note that this pricing structure contemplates a \$0/ton price floor for each commodity and that the Contractor will bear all of the costs associated with a negative commodity value for any commodity (e.g. the cost to transport and market mixed glass for use as alternate daily landfill cover).

In Table 1.3 below, enter the fiber threshold base price per ton Proposer proposes as part of this container commodity revenue share for CSWS Recyclables.

Table 1.3

Outgoing Commodity	Commodity Sale Price	Container Threshold Price
Steel Cans	Based on sale receipts of outgoing commodities	\$ per ton
Other Ferrous		
Aluminum Cans		
Aluminum Foil		
Plastic – PET		
Plastic – HDPE Natural		
Plastic – HDPE Pigmented		
Plastic - #3-7		
Plastic – Bulky Rigids		
Glass – Marketable, color-sorted Flint/Clear		
Glass – Marketable, color-sorted Amber/Brown		
Glass – Marketable, color-sorted Green		

2. Pricing for Contractor-Sourced Recyclables

This section shall contain the prices paid by the Contractor to CRRA for all contractor-sourced, non-CSWS recyclables delivered to the CSWS RF.

Overall, the price Proposer Agrees to pay to CRRA is represented by the formula below:

$$\text{Amount to CRRA} = \text{Base Price/Ton} + \text{CRRA share \% (Commodity Sale Price – Threshold Price)}$$

2.1 Base price per ton paid by Contractor to CRRA for all incoming Contractor-Sourced Recyclables

In Table 2.1 below, enter the base price per ton Proposer agrees to pay CRRA for all Acceptable Contractor-Sourced Recyclables delivered to the CSWS RF (based on incoming scale receipts).

Table 2.1

Base Price Paid by Contractor for Contractor-Sourced Single Stream Recyclables	\$ per ton
Base Price Paid by Contractor for Contractor-Sourced Dual-Stream Recyclables	\$ per ton
Base Price Paid by Contractor for Other Contractor-Sourced Recyclables. Please specify:	\$ per ton

2.2 Revenue Share for Fiber Commodities within CSWS Recyclables

In addition to paying CRRA a base price for Contractor-sourced Recyclables as indicated in 2.1 of this Proposal Price Form, Proposer will pay CRRA a revenue share of the commodity sales of those Contractor-sourced Recyclables. For the fiber portion, the commodity sale price will be based on the PPI Pulp & Paper Week (formerly Official Board Markets Yellow Sheet) price index. Thus for the fiber portion of the Contractor-sourced Recyclables the formula by indicating the price Proposer Agrees to pay CRRA is represented by:

$$\text{Amount to CRRA} = \text{Base Price/Ton} + \text{CRRA share \% (PPI price index – Fiber Threshold Price)}$$

In Table 2.2 below, enter the fiber threshold base price per ton Proposer proposes as part of this fiber revenue share for Contractor-sourced Recyclables.

Table 2.2

Outgoing Commodity	PPI/Yellow Sheet Price Index	Fiber Threshold Price	Proposed CRRA share %
Commingled Paper (Note: This is the current paper grade sorted at the CSWS RF - assumes no ONP is being sorted from this commingled paper - this is currently being sold as a #8 news but specification might vary depending on buyer spec.)	#8 News – High side, New York Market.	\$ per ton	%
#11 OCC	#8 News – High side, New York Market.	\$ per ton	%
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton	%
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton	%
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton	%
Other Fiber Commodity (Please Specify)	Specify PPI/Yellow Sheet Index (high side NY market)	\$ per ton	%

2.3 Revenue Share for Commingled Container Commodities within Contractor-Sourced Recyclables

In addition to paying CRRA a base price for Contractor-sourced Recyclables as indicated in 2.1 of this Proposal Price Form, Proposer will pay CRRA a revenue share of the commodity sales of those Contractor-sourced recyclables. For the commingled container portion, the commodity sale price will be based on actual sales receipts which the Contractor receives for the sale of the commodities less a threshold price. Thus for the container portion of the Contractor-sourced Recyclables the formula by indicating the price Proposer Agrees to pay CRRA is represented by:

$$\text{Amount to CRRA} = \text{Base Price/Ton} + \text{CRRA share\%} (\text{Commodity Sale Price} - \text{Threshold Price})$$

Please note that this pricing structure contemplates a \$0/ton price floor for each commodity and that the Contractor will bear all of the costs associated with a negative commodity value for any commodity (e.g. the cost to transport and market mixed glass for use as alternate daily landfill cover).

In Table 2.3 below, enter the fiber threshold base price per ton Proposer proposes as part of this container commodity revenue share for CSWS Recyclables.

Table 2.3

Outgoing Commodity	Commodity Sale Price	Container Threshold Price	Proposed CRRA share %
Steel Cans	Based on sale receipts of outgoing commodities	\$ per ton	%
Other Ferrous			
Aluminum Cans			
Aluminum Foil			
Plastic – PET			
Plastic – HDPE Natural			
Plastic – HDPE Pigmented			
Plastic - #3-7			
Plastic – Bulky Rigids			
Glass – Marketable, color-sorted Flint/Clear			
Glass – Marketable, color-sorted Amber/Brown			
Glass – Marketable, color-sorted Green			

Option 2: Lease Option.

Instructions: Proposers submitting proposals under Option 2, as designated in Appendix A of the Instructions to Proposers (**Section 3.1** of the RFP Package Documents), should fill in the appropriate cells below.

1. Monthly Lease

Proposer shall agree to pay CRRA a monthly lease, as per the arrangement outlined in Appendix A of the Instructions to Proposers (Section 3.1 of the RFP Package Documents), in the following amount per month:

Monthly Lease Payment = \$ _____ / Month.

Option 3: Operation & Maintenance Services Only.

Instructions: Proposers submitting proposals under Option 3, as designated in Appendix A of the Instructions to Proposers (**Section 3.1** of the RFP Package Documents), should fill in the appropriate cells below.

1. Monthly O&M Charge

Proposer shall charge CRRA a monthly fixed price, as per the arrangement outlined in Appendix A of the Instructions to Proposers (**Section 3.1** of the RFP Package Documents), in the following amount per month:

Monthly O&M Charge = \$ _____ / Month.

2. Additional Variable Charges

If Proposer's Proposal contemplates additional variable charges in addition to a fixed monthly O&M charge (e.g. an additional charge if incoming recycling tonnage exceeds a certain threshold) please detail that proposed variable charge in the table below:

--

Option 4: Commodity Marketing Only

Instructions: Proposers submitting proposals under Option 4, as designated in Appendix A of the Instructions to Proposers (**Section 3.1** of the RFP Package Documents), should fill in the appropriate cells below.

1. Per Ton Commodity Marketing Charge

Under this Option 4, as per the arrangement outlined in Appendix A of the Instructions to Proposers (Section 3.1 of the RFP Package Documents), proposer shall charge CRRA a fixed price per ton for all outgoing recyclable commodities from the CSWS RF marketed by the Contractor,

Monthly O&M Charge = \$__ _____/ Month.

2. Additional Financial Arrangements

If Proposer's Proposal contemplates additional variable charges or revenue-sharing arrangements which Proposer believes will increase the revenues received by CRRA from the sale of outgoing recyclable commodities from the CSWS RF variable charges in addition to a fixed monthly O&M charge (e.g. an additional charge if incoming recycling tonnage exceeds a certain threshold) please detail those additional financial arrangements in the table below:

--

Option 5: Marketing of CSWS Recyclables Via An Alternate Facility

Instructions: Proposers submitting proposals under Option 5, as designated in Appendix A of the Instructions to Proposers (**Section 3.1** of the RFP Package Documents), should fill in the appropriate cells below.

1. Financial Arrangements

Using the space below and attaching additional pages as necessary, A Proposer submitting proposals under Option 5 should detail all costs and payments contemplated in the Proposer's proposal. This should include but not be limited to any fixed payments, revenue sharing payments, contaminated-load charges, and excess-residue charges.



BUSINESS INFORMATION FORM

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as “Contractor” must provide the information requested in the following sections.

1. CONTRACTOR INFORMATION

Name of Entity:					
Central Office/ Headquarters Address:	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Servicing Office Address (if different than Central Office/ Headquarters Address):	Address 1:				
	Address 2:				
	City, State, Zip Code:				
Name of Parent Company (if any):					
Entity's Legal Structure:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture		
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Entity		
		<input type="checkbox"/> Other			
State in Which Entity is Legally Organized:					
Year Entity Started:		Number of Employees:		Number of Offices:	
Location(s) of Offices (City and State):					
Brief History of the Entity:					

Overview of Entity's Principal Lines of Work:	
---	--

2. SUBCONTRACTOR INFORMATION

	Yes	No
Will bidder Contractor subcontract with entities for significant portions of the Work/ Services?	<input type="checkbox"/>	<input type="checkbox"/>

If Contractor answered "yes" to the above question, provide the following information concerning the subcontractors. If Contractor will subcontract with more than three entities, copy this page of the Form and provide the requested information on the additional subcontractors.

Subcontractor 1	
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 1 will have in providing the Work/Services.	

	Subcontractor 2
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

	Subcontractor 3
Name of Entity:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code:	
Telephone Number:	
Fax Number:	
Provide brief description of specific role Subcontractor 2 will have in providing the Work/Services.	

3. KNOWLEDGE, CAPABILITY AND EXPERIENCE

Describe bidder's knowledge, capability and experience in providing services similar to the services addressed in this RFP. Specifically describe services regarding operating and maintaining single-stream recycling processing facilities, and/or marketing the recyclable commodities from such facilities.



REFERENCES FORM

In the tables below, provide the names of at least three (3) **non-CRRA** references who can attest to the quality of work performed/services provided by Proposer and (3) **non-CRRA** references who can attest to the quality of work performed/services provided by any Subcontractors that are comparable to those associated with this RFP. Include job title, the name, address and phone number of the business and a brief description of the work performed/services provided for each reference. Use multiple forms as necessary.

REFERENCE 1

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 2

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 3

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	



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

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

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

LIST OF ACRONYMS

- RCSA – Regulations of Connecticut State Agencies
- CHRO – State of Connecticut Commission on Human Rights and Opportunities
- DAS – State of Connecticut Department of Administrative Services

FOOTNOTES

- ¹ If the Contractor answered “yes” to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (50) or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

**SCHEDULE A
CRITERIA FOR A SMALL BUSINESS ENTERPRISE**

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

- 1. Maintains its principal place of business in the Connecticut;
- 2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
- 3. Is not affiliated with another person such that both persons considered together have a gross revenue exceeding fifteen million dollars (\$15,000,000).

**SCHEDULE B
CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE**

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

- 1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
- 2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
- 3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING FACILITY" (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

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

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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 1B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor. <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

¹ The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

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

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court



**BUSINESS DISCLOSURE
FORM**

Proposer (hereinafter collectively referred to as “Contractor”) must provide the information requested in the following sections/tables.

1. CONFLICTS OF INTEREST

In the table below, disclose any material assignments, relationships or other employment that the Contractor or any employee of the Contractor has with any member of CRRA’s past or present Board of Directors, any CRRA employee, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing to CRRA the Services that are the subject of this solicitation.

[Attach Additional Pages If Necessary]

--

2. CONFLICT OF INTEREST MEASURES

In the table below, discuss any measures that the Contractor either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

--

PROPOSAL BOND FORM

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

PROPOSER (Name and Address):

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

--	--

OWNER (Name and Address):

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

PROPOSAL

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

BOND

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

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

PROPOSER

SURETY

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO PROPOSAL BOND

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



BUSINESS EXCEPTION FORM

If submitting a proposal for Option 1, 2, or 3 as detailed in Appendix A of the Instructions To Proposers (Section 3.1 of the RFP Package Documents), using this form (add additional sheets of paper as needed), Proposer (hereinafter collectively referred to as “Contractor”) shall identify any portion of the Work/Services required or any portion of the “FORM OF THE AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING FOR THE CSWS RECYCLING FACILITY” (the “Agreement”) identified in the RFP Package Documents as substantially non-negotiable that Contractor desires to take exception to, if any.

Contractor shall be specific regarding any exceptions listed. Contractor shall describe in detail the portion(s) of the Work/Services Contractor is taking exception to and why. Contractor shall also describe what, if any, alternative Work/Services or conditions Contractor is willing to provide or accept as a substitution for the Work/Services or business terms to which Contractor has taken exception, if any. If Contractor does not take exception to any portion of the Work/Services required or described in this RFP/P/Q Package Documents and the Agreement, Contractor shall simply indicate below that Contractor “takes no exceptions”, and submit this form along with the other Bid/Proposal/SOQ forms as part of its Bid/Proposal/SOQ submittal.

Note that CRRA expects to negotiate with Contractor on only those items identified as negotiable in the RFP Package Documents or identified by the Contractor on this Business Exception Form, but reserves the right to negotiate any terms of the Agreement with the Contractor. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and are, therefore, non-negotiable.

Description of Exception Item	Reason for Exception	Proposed Alternative
1.		
2.		

Request For Proposals – Proposal Form 11

Description of Exception Item	Reason for Exception	Proposed Alternative
3.		
4.		
5.		
6.		
7.		

Request For Proposals – Proposal Form 11

Description of Exception Item	Reason for Exception	Proposed Alternative
8.		
9.		
10.		

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. 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 PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

**SECTION 6
(SAMPLE) NOTICE OF AWARD**



NOTICE OF AWARD

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

RFB NO.: FY13-OP-003

CONTRACT: Operation And Maintenance Services [and/or] Commodity Marketing For The Connecticut Solid Waste System Recycling Facility.

The Connecticut Resources Recovery Authority (“CRRA”) has considered the Proposal submitted by you dated [DATE] in response to CRRA’s Notice To Firms – Request For Proposals for the above-referenced Work, which Work is more particularly described in the Agreement For Operation And Maintenance Services [and/or] Commodity Marketing For The Connecticut Solid Waste System Recycling Facility (the “Services”).

You are hereby notified that your firm has been selected to perform the Services. Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the “Notices” Section (Section 9.6, Page 28) of the Agreement, signing the Agreement (Page 40), printing the signer’s name under the signature line (Page 40) and printing the signer’s title following the word “Its” (Page 40);
- (b) Execute the attached Contractor’s Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (a) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance showing all of the coverages required by Section 6 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for “any” vehicles, the “any” vehicle box on the certificate must be checked];
- (d) Complete and deliver to CRRA the attached Form W-9, “Request for Taxpayer Identification Number and Certification;” and

(e) Satisfy all other conditions set forth herein.

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

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

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Roger Guzowski

Dated this ___ day of ___, 2013.

Connecticut Resources Recovery Authority

By: _____
Roger Guzowski
Title: Contract and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2013.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE AND MARKETING
SERVICES FOR THE CSWS RECYCLING FACILITY**

**SECTION 7
FORM OF AGREEMENT AND EXHIBITS**

**[FORM OF] AGREEMENT FOR
OPERATION & MAINTENANCE SERVICES
FOR THE
CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY**

CONTENTS

PRELIMINARY STATEMENT	1
ARTICLE 1: DEFINITIONS; REPRESENTATIONS	1
1.1 Definitions	1
1.2 Construction.....	7
1.3 Covenants and Representations	8
1.3.1 Covenants and Representations of Contractor.....	8
1.3.2 Covenants and Representations of CRRA.....	9
ARTICLE 2: SCOPE OF SERVICES	10
2.1 Operation and Maintenance Services for the RF	10
2.2 Pre-Commencement Activities and Pre-Commencement Inspection.....	10
2.3 Labor, Materials and Restoration.....	11
2.4 Performance of Services	11
2.5 CRRA Input Regarding Services	12
2.6 CRRA's Inspection Rights	12
2.7 Access	12
2.8 Contractor Cooperation	12
2.9 Change in Scope of Services or Acceptable Recyclables	13
2.10 CRRA Equipment.....	13
2.11 Progress Reporting and Meetings	14
2.12 Contractor Obligation to Process Acceptable Recyclables.....	14
2.13 Conditions of RF Site	15
2.14 Maintenance and Security of RF Real Property.....	15
2.15 Available RF Capacity.....	15
2.16 CSWS Procedures.....	16
2.17 Licenses and Permits	16
ARTICLE 3: CONTRACTOR'S COMPENSATION	17
3.1 Contractor's Compensation.....	17
3.2 Payment Schedule.....	17
3.3 Weighing Of Vehicles	17
3.4 Accounting Obligations	18
ARTICLE 4: TERM OF AGREEMENT	18
4.1 Term.....	18

4.2	CRRA Right to Termination.....	18
4.3	Time is of the Essence	18
ARTICLE 5:	INDEMNIFICATION	19
5.1	Contractor's Indemnification.....	19
ARTICLE 6:	INSURANCE	19
6.1	Insurance	19
6.2	Minimum Limits of Insurance	20
ARTICLE 7:	EVENTS OF DEFAULT	22
7.1	Events of Default by Contractor	22
7.2	Events of Default by CRRA	23
7.3	Contractor's Right to Cure.....	23
7.4	Force Majeure	24
ARTICLE 8:	REMEDIES	25
8.1	Selection of Remedies	25
8.2	Mitigation	25
8.3	Termination by CRRA.....	26
8.4	Consequential Damages.....	26
ARTICLE 9:	MISCELLANEOUS.....	27
9.1	Entire Agreement.....	27
9.2	Governing Law.....	27
9.3	Assignment.....	27
9.4	No Waiver.....	27
9.5	Modification.....	27
9.6	Notices.....	27
9.6.1	Routine Notices.....	28
9.6.2	Emergency Notification.....	28
9.7	Binding Effect.....	29
9.8	Severability.....	29
9.9	Counterparts.....	29
9.10	Status of Contractor.....	29
9.11	Contractor's Employees.....	30
9.12	Mechanic's Liens.....	30
9.13	Withholding Taxes and Other Payments.....	30
9.14	Forum Selection/Arbitration.....	31
9.15	Performance Security.....	32
9.16	Non-Discrimination.....	32
9.17	Sales and Use Tax Exemption.....	34
9.18	Proprietary Information.....	34
9.19	Subcontractors.....	34
9.20	Adverse Parties.....	35
9.21	Agent for Service.....	35
9.22	Obligation To Deliver CRRA Waste.....	35
9.23	Compliance with Law.....	36

9.24 Campaign Contribution And Solicitation Prohibitions.	36
9.25 Whistleblower Protection.	36
9.26 CRRA Audit Rights.	37
9.27 Promotion of State of Connecticut.	37
9.28 Order of Precedent of Agreement.	37
9.29 Affidavit Concerning Nondiscrimination.	38
9.30 Affidavit Concerning Consulting Fees.	38
9.31 Contractor’s Certification Concerning Gifts.	38
9.32 President’s Certification Concerning Gifts.	38
9.33 Time is of the Essence.	38
ARTICLE 10: SURVIVAL OF OBLIGATIONS	38

EXHIBITS

- A. Scope of Services
- B. [Reserved For] Compensation Schedule
- C. CSWS Permitting, Disposal, and Billing Procedures
- D. CRRA Permits
- E. [Reserved For] Pre-Condition Inspection Report
- F. [Reserved For] Listing of CRRA Equipment
- G. Form of Performance Bond and Letter of Credit
- H. SEEC Form 11
- I. Affidavit Concerning Nondiscrimination
- J. Affidavit Concerning Consulting Fees
- K. Contractor’s Certification Concerning Gifts
- L. President’s Certification Concerning Gifts
- M. CRRA’s Emergency Notification Procedures

**[FORM OF] AGREEMENT FOR
OPERATION & MAINTENANCE SERVICES
FOR THE
CSWS RECYCLING FACILITY**

This **AGREEMENT FOR OPERATION & MAINTENANCE SERVICES FOR THE MID-CONNECTICUT REGIONAL RECYCLING CENTER** (this “Agreement”) dated as of the ___ day of _____, 2013 (the “Effective Date”), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (“CRRA”) and _____ (“Contractor”), a [form of organization] having a principal place of business at [address].

PRELIMINARY STATEMENT

CRRA owns and operates a certain regional recycling center located at 211 Murphy Road in Hartford, Connecticut (the “RF”). CRRA desires to enter into this Agreement with Contractor in order to have Contractor provide, during the Term, the operation and maintenance services and certain other services as more completely set forth in **Exhibit A** (the “Services”), and Contractor desires to perform the Services.

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

ARTICLE 1: DEFINITIONS; REPRESENTATIONS

1.1 Definitions

Capitalized terms in this Agreement have the meaning ascribed to such terms herein.

“AAA” shall have the meaning set forth in **Section 9.14**.

“**Acceptable Recyclables**” shall mean the following types of Solid Waste generated by and collected from residential, commercial, institutional, governmental and other establishments located within the corporate limits of any Participating Municipality and deemed acceptable by CRRA in accordance with all Applicable Laws for processing by and disposal at the RF and/or the Transfer Stations (i) all acceptable materials listed in the Connecticut Solid Waste System Permitting, Disposal and Billing Procedures as in effect from time to time (see **Section 2.16**); (ii) Single Stream Recyclables; and (iii) any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables. At

CRRA's sole discretion, CRRA shall be entitled to expand this definition of Acceptable Recyclables by adding additional recyclables throughout the term of this Agreement. Subject to CRRA's sole and absolute discretion, but subject to the reasonable compensation provisions of **Section 2.9**, CRRA will consider any Contractor's proposed expansion(s) of this definition of Acceptable Recyclables by adding additional recyclables throughout the term of this Agreement. Contractor shall not be entitled under this Agreement to process any Acceptable Recyclables from any Person other than CRRA without the prior written approval of CRRA.

“Act of Bankruptcy” means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor respectively, by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301.

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

“Agreement” means this Agreement For Operation & Maintenance Services For The Mid-Connecticut Regional Recycling Center between CRRA and Contractor, together with Exhibits A-M (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto, but not the RFP and its addendums that created this Agreement.

“Applicable Laws” means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, procedures, permits (including the CRRA Permits and the Contractor Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall hereinafter be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.

“Bond” shall have the meaning set forth in **Section 9.15**.

“Change In Law” shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date, of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) the Contractor’s performance under this Agreement, provided however, that any requirement of any Permit related to Contractor’s performance under this Agreement which is based on existing law, ordinance, code, or regulation, rule, order, interpretation, or ruling by any federal, state, or local court, administrative agency or governmental body as of the Effective Date shall not be a Change In Law; or (ii) CRRA’s performance of its obligations under this Agreement.

“Commencement Date” shall mean August 8, 2013.

“Commission” shall have the meaning set forth in **Section 9.16**.

“Contractor-sourced Recyclables” – acceptable recyclables, other than CSWS Recyclables that have been approved by CRRA

“CSWS” or **“Connecticut Solid Waste System”** shall mean the CRRA-owned or -leased pieces or parcels of real property located throughout the State of Connecticut upon which real property CRRA owns and operates certain solid waste management and/or disposal facilities constituting a solid waste management system including CRRA landfills, Transfer Stations, CRRA trash-to-energy plants, and the RF.

“CSWS Recyclables” shall mean those recyclables that are delivered into the Connecticut Solid Waste System by municipalities that have signed a municipal services agreement or haulers that have signed a hauler agreement with CRRA, or any other entity that has signed an agreement with CRRA to deliver Acceptable Recyclables to the RF (excepting this Agreement).

“CTDEEP” shall mean the State of Connecticut’s Department of Energy and Environmental Protection.

“CTDEEP Permits” shall mean those Permits issued by CTDEEP and identified as such in **Exhibit D**.

“Containers” shall mean glass, metal, and plastic and aseptic commingled containers.

“Contractor” shall have the meaning set forth in the Preamble.

“Contractor Permits” shall mean all Permits necessary for Contractor’s performance of the Services other than CRRA Permits.

“CRRA” shall have the meaning set forth in the Preamble.

“CRRA Equipment” shall have the meaning set forth in **Section 2.10**.

“CRRA Indemnified Party” or **“CRRA Indemnified Parties”** shall have the meaning set forth in **Section 6.1**.

“CRRA Permits” shall mean, collectively, the CTDEEP Permits and the P&Z Permits.

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

“Diversion Facility” shall have the meaning set forth in **Section 7.4**.

“Effective Date” shall have the meaning set forth in the Preamble.

“Equipment” shall mean, collectively, the CRRA Equipment and the RF Recyclables System Equipment.

“Equipment Plan” shall have the meaning set forth in **Section 2.2**.

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

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

- (a) Any destruction of or damage to, or any interruption, suspension, or interference with Contractor’s performance under this Agreement caused by (i) acts of God, landslides, lightning, earthquakes, fires, explosions, floods, 100 year storms or similar occurrences, or (ii) acts of the public enemy, wars, blockades, insurrections, riots, restraints of governments and people, civil disturbances or similar occurrences;
- (b) Strikes, work stoppage, secondary boycotts or walkouts, provided that a strike, work stoppage, secondary boycott or walkout by the employees of the Contractor or employees of the Affiliates of the Contractor, shall not be an event of Force Majeure; or
- (c) The suspension, termination, interruption, denial, or failure of renewal of any Permit, license, consent, authorization, or other approval essential to Contractor’s performance under this Agreement, if not the result of the fault of Contractor.

“Hazardous Waste” shall mean waste, which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General

Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.

“Hauler Agreement” shall mean a written agreement between CRRA and a commercial waste hauler, excepting this Agreement for Operation And Maintenance Services [and/or] Commodity Marketing For the CSWS RF, under which the commercial waste hauler is authorized to deliver certain waste and recyclables to CRRA.

“Initial Term” shall have the meaning set forth in **Section 4.1**.

“Large State Contractor” shall have the meaning set forth in **Section 9.25**.

“Municipal Service Agreement” or “MSA” shall mean the written agreements between CRRA and Connecticut municipalities and other governmental entities under which the Connecticut municipalities or governmental entities are authorized to deliver certain waste and recyclables to CRRA.

“Operations and Maintenance Plan and Safety Manual” shall have the meaning set forth in **Section 2.2**.

“P&Z Permits” shall mean those Permits issued by any local Planning and Zoning Commission or its equivalent and identified as P&Z Permits in **Exhibit D**.

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

“Participating Municipality” shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Service Agreement or made special arrangements with CRRA for the processing and disposal of Solid Waste and/or Acceptable Recyclables at the waste facilities selected by CRRA.

“Permits” means all permits, consents, licenses, approvals or authorizations issued by any governmental body having jurisdiction over the waste and recycling facilities owned or operated by CRRA, but does not include any permits, consents, licenses, approvals or authorizations internal to Contractor or its affiliates.

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

“Pre-Commencement Activities” shall have the meaning set forth in **Section 2.2**.

“Pre-Existing Condition Inspection Report” shall have the meaning set forth in **Section 2.2**.

“Procedures” shall mean the Connecticut Solid Waste System Permitting, Disposal and Billing Procedures attached hereto as **Exhibit C**.

“Renewal Term” shall have the meaning set forth in **Section 4.1**.

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

“RFP” shall have the meaning set forth in **Section 9.28**.

“RF” shall mean CRRA’s Connecticut Solid Waste System Recycling Facility located at 211 Murphy Road, Hartford, Connecticut, but does not include the CRRA administrative offices, CRRA Visitor’s Center and Museum, and the CRRA parking lot.

“RF Recyclables System Equipment” shall mean the equipment as referenced in exhibit ____ of the Agreement..

“RF Site” shall mean the land on which the RF is situated.

“Services” shall have the meaning set forth in the Preliminary Statement.

“Single Stream Recyclables” is defined as and shall consist of single loads of Acceptable Recyclables delivered to the RF for processing containing a combination of one or more items of Paper and one or more items of Containers.

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

“Spot Tons” shall mean Acceptable Recyclables delivered or caused to be delivered into the CSWS RRF by CRRA by means of an agreement other than a Municipal Services Agreement or Hauler Agreement.

“State” shall have the meaning set forth in **Section 9.26**.

“Standards” shall have the meaning set forth in **Section 2.4**.

“Term” shall have the meaning set forth in **Section 4.1**.

“Transfer Stations” means the CSWS transfer stations located in the towns of Essex, Torrington, and Watertown.

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

“Unacceptable Recyclables” shall mean (i) Unacceptable Waste; (ii) any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in this Agreement; and (iii) any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

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

1.2 Construction

For purposes of this Agreement:

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

- (e) Reference to any particular party shall include that party's employees and the authorized agents of that party;
- (f) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time;
- (g) The words “include” and “including” shall be deemed to be followed by the words “without limitation,” whether or not so followed;
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement; and
- (i) The parties stipulate that all liquidated damages required under this Agreement are reasonable and have been agreed upon and intended by the parties because the damages expected are uncertain and difficult to prove in those instances of this Agreement where liquidated damages are specified.

1.3 Covenants and Representations

1.3.1 Covenants and Representations of Contractor

Contractor represents, warrants and covenants to CRRA that:

- (a) Contractor is a [insert form of organization] duly organized and validly existing in good standing in the jurisdiction of its formation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter or other formation document, by-laws and Applicable Laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws, operating agreement or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting

creditors' rights generally or by the application of general principles of equity concerning remedies.

- (b) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor will timely obtain all required Contractor Permits, approvals, and registrations necessary to perform its obligations hereunder.
- (c) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or, to the knowledge of Contractor, threatened against Contractor from which an unfavorable decision, ruling or finding would materially adversely affect or enjoin the performance by Contractor of its obligations hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.
- (d) Contractor shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to CRRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.
- (e) Although CRRA is responsible for obtaining all CRRA Permits, the Contractor must procure and maintain all Contractor Permits necessary for Contractor to perform its obligations under the terms of this Agreement.

1.3.2 Covenants and Representations of CRRA

CRRA represents, warrants and covenants to Contractor that:

- (a) At the time of the execution of this Agreement, CRRA has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not

require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's enabling legislation, by-laws or resolutions.

- (c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.

ARTICLE 2: SCOPE OF SERVICES

2.1 Operation and Maintenance Services for the RF

During the Term, the Contractor shall perform and complete the Services in accordance with the terms of this Agreement.

2.2 Pre-Commencement Activities and Pre-Commencement Inspection.

The Contractor shall perform the activities (the “Pre-Commencement Activities”) described in this paragraph so as to enable it to timely commence performance of the Services as of the Commencement Date. The Pre-Commencement Activities shall consist of the following:

- (i) preparing an Operations and Maintenance Plan and Safety Manual in accordance with Section 2 of **Exhibit A** (the “Operations and Maintenance Plan and Safety Manual”); and
- (ii) preparing an equipment plan detailing the RF Recyclables System Equipment deemed necessary by Contractor to perform the Services under this Agreement (the “Equipment Plan”), which, once finalized pursuant to the

terms of this Agreement, shall be attached hereto as **Exhibit F**, and obtaining the items listed in the Equipment Plan that Contractor does not already own or otherwise control.

Within twenty (20) calendar days following the Effective Date, CRRA and the Contractor shall negotiate (i) a timeline for the completion of the Pre-Commencement Activities and (ii) a method for finalizing the Operations and Maintenance Plan and Safety Manual and the Equipment Plan which shall allow for CRRA to provide input and approval with respect to the same.

No later than fifteen (15) calendar days prior to the Commencement Date, CRRA and Contractor shall perform a physical inspection of the RF to identify pre-existing maintenance and/or repair activities, if any, that Contractor shall not be responsible for performing. Following such physical inspection, items identified as pre-existing maintenance and/or repair activities, if any, shall be put in writing and incorporated into **Exhibit E** of this Agreement (the "Pre-Existing Condition Inspection Report"). Upon the completion by CRRA of the maintenance and/or repair activities identified in the Pre-Existing Condition Inspection Report, and without limiting the Services required to be performed under this Agreement, Contractor shall be responsible during the Term for any future maintenance and repair activities for the items listed in the Pre-Existing Condition Inspection Report.

CRRA may extend the timeline for pre-Commencement Activities at its sole and absolute discretion

2.3 Labor, Materials and Restoration

Contractor shall, at its sole cost and expense:

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

2.4 Performance of Services

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

- (a) The terms and conditions of this Agreement, including all exhibits and attachments;
- (b) The highest industry standards applicable to Contractor and its performance of the Services hereunder;
- (c) All Applicable Laws, including any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority

having jurisdiction over the RF Site, waste facilities, recycling facilities or the Services; and

- (d) The Procedures as in effect from time to time

(with sections (a) through (d) above hereinafter collectively referred to as the “Standards”).

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

2.5 CRRA Input Regarding Services

CRRA may where it deems necessary or desirable provide Contractor with instructions, guidance and directions in connection with Contractor’s performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

2.6 CRRA's Inspection Rights

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

2.7 Access

CRRA hereby grants to Contractor during the Term access to the RF Site and the RF necessary for Contractor to perform the Services hereunder, provided that:

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

2.8 Contractor Cooperation

Contractor shall perform all Services in cooperation with CRRA or any of its agents performing activities at the RF or the RF Site. Such cooperation shall include, at a minimum, routine reporting, communications with CRRA and other parties, attendance at coordination meetings, and similar activities. Such cooperation shall also include scheduling of staff and Services hereunder. Except as required by Applicable Laws, under no circumstances shall Contractor speak to or otherwise communicate with the press related to issues related to this

Agreement, CRRA, or the RF. In regard to all such issues, Contractor shall direct all inquiries from the press to CRRA.

2.9 Change in Scope of Services or Acceptable Recyclables

During the Term, CRRA reserves the right to determine whether revisions, modifications or changes to the Services, or any capital and/or operating improvements or other activities not included in the Services, are necessary to be performed with respect to the RF. In such events, if the changes result in an adverse effect on the Contractor, then the Contractor shall be entitled to reasonable compensation for such foregoing revisions, modifications, changes, capital and/or operating improvements or activities, and CRRA and Contractor shall mutually agree in writing on the amount of such reasonable compensation. If CRRA requires Contractor to accept, process, and/or market previously undesignated recyclables by expanding the definition of Acceptable Recyclables in **Section 1.1** or otherwise as may be permitted hereunder, and Contractor certifies in writing to CRRA, with objective and verifiable substantiation, that it will incur substantial increased costs, then Contractor shall be entitled to reasonable compensation from CRRA for such costs. In such events, and pursuant to CRRA's request, Contractor shall promptly commence and perform any work requested by CRRA of Contractor and required to accommodate such foregoing revisions, modifications, changes, capital and/or operating improvements or activities, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contractor's compensation is required, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s). If Contractor and CRRA cannot mutually agree on the amount of any such foregoing adjustment and/or reasonable compensation, the parties agree to submit the dispute regarding the amount of such adjustment and/or reasonable compensation to binding arbitration under the auspices of the American Arbitration Association or such other mediation services as the parties agree upon, and the arbitration process shall determine the final adjustment(s) and/or reasonable compensation that shall be binding upon CRRA and the Contractor. During any such arbitration process, Contractor shall proceed forward with the work required to complete any of the foregoing revisions, modifications, changes, capital and/or operating improvements or activities requested by CRRA of Contractor.

2.10 CRRA Equipment

For its performance of Services, CRRA shall permit Contractor to use the CRRA-owned equipment listed on **Exhibit F** that consists of the equipment and related materials that are contained in the RF recyclables system (the "CRRA Equipment"). Ownership of the CRRA Equipment shall remain with CRRA. Contractor agrees to use the CRRA Equipment only for its performance of Services. Contractor is responsible for all maintenance costs of the CRRA Equipment while using the CRRA Equipment during the term of this Agreement. If any of the CRRA Equipment is deemed not functional by CRRA in its sole discretion, then it shall be the responsibility of Contractor, at Contractor's sole expense, to purchase suitable replacement equipment to enable Contractor to continue to perform the Services in accordance with the terms of this Agreement.

Upon the termination of this Agreement because of an Event of Default by the Contractor or upon the expiration of the Term, Contractor shall return the CRRA Equipment to CRRA, free and clear of all liens and encumbrances, in as good a condition as existed when delivered by CRRA to the Contractor pursuant to this **Section 2.10**, except for ordinary wear and tear, or, if not possible for any reason, shall provide replacement equipment, free and clear of all liens and encumbrances, having a value equivalent to the value of such CRRA Equipment on the date delivered by CRRA to the Contractor, minus ordinary wear and tear, in either case within twenty-four (24) hours of the expiration or earlier termination of this Agreement. This paragraph shall survive termination of this Agreement.

2.11 Progress Reporting and Meetings

Throughout the Term, Contractor shall prepare and submit to CRRA by the tenth (10th) day of each calendar month a written report that sets forth the items detailed in sections (a) and/or (b) below. Within seven (7) days of the delivery of such written report, representatives of CRRA and Contractor shall meet to review any issues set forth in the report and resolve any potential problems foreseen by Contractor or CRRA. Either party shall have the right to require the presence of particular persons affiliated with the other (including subcontractors, equipment vendors and designers) to participate in one or more of such meetings, provided that such participation does not unreasonably increase the cost to or time of performance of either party in performing this Agreement. Contractor shall file the following specific task reports:

- (a) **Monthly Operation and Maintenance Report** – Contractor shall provide a monthly report, in a format that is acceptable to CRRA, that shall explicitly detail on a monthly basis the prior month’s operation and maintenance figures, including the tons of Acceptable Recyclables received at the RF, revenues received from the Paper or Containers, and any other related financial information
- (b) **Quarterly Reconciliation Operation and Maintenance Report** – throughout the duration of Contractor’s performance of Services, Contractor shall provide a report on a quarterly basis that shall explicitly detail a comparison of the monthly operation and maintenance figures provided to CRRA by Contractor in its Monthly Operation and Maintenance Reports and the monthly Acceptable Recyclables tonnage figures generated by the CRRA scales. At its discretion, CRRA shall draft and produce the forms for all reports required under this **Section 2.11**. At CRRA’s discretion, CRRA may revise and change the reporting responsibilities of Contractor under this **Section 2.11**.

2.12 Contractor Obligation to Process Acceptable Recyclables

Contractor shall process all Acceptable Recyclables provided to the Contractor by CRRA under this Agreement at the RF and/or the Transfer Stations pursuant to the Procedures as in effect from time to time. Contractor’s ability to process Contractor-Sourced Recyclables under this Agreement shall be subject to the terms of **Section 2.15**.

2.13 Conditions of RF Site

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

2.14 Maintenance and Security of RF Real Property

During the Term, Contractor shall be legally and financially responsible for all maintenance costs and all costs associated with security and protection of the RF and RF Site throughout the Term. Contractor shall be legally responsible to protect and secure all Equipment used in its performance of the Services. Contractor shall provide the level of security, including twenty-four hour security personnel, Contractor deems necessary to secure the RF and RF Site during Contractor's performance under this Agreement.

2.15 Available RF Capacity

. Contractor may receive and process Contractor sourced Tons Tons at the RF provided the following is achieved before any such Contractor sourced Tons are processed by Contractor:

- (a) The RF has available permitted capacity to accommodate the requested additional Contractor sourced Tons without interfering with the acceptance and processing of all Acceptable Recyclables provided to Contractor by CRRA under this Agreement;

- (b) Contractor shall not be entitled under this Agreement to process any Contractor-sourced Recyclables from municipal sources without the prior written approval of CRRA. Further, CRRA reserves the right to prohibit the Contractor from accepting and processing at the CSWS RF specific Contractor-sourced Recyclables based on the composition or source of those recyclables.
- (c) The price that Contractor will pay to CRRA for Contractor-sourced recyclables delivered to the RF is specified in Exhibit B. CRRA reserves the right to negotiate alternate pricing terms with the Contractor for specific loads of Contractor-sourced recyclables based upon the composition of such recyclables, source of such recyclables, or other criteria which CRRA believes to be in its best interest.
- (d) The terms of this **Section 2.15** shall not act as a waiver of liability for Contractor or relieve Contractor of any of its obligations contained in this Agreement, or in any way effect the validity or scope of Contractor's warranties, obligations, or guarantees under this Agreement;
- (e) At CRRA's request, Contractor shall make representations and warranties to CRRA as to the types, quantity, quality, term and origin of any Spot Tons covered under this **Section 2.15**; and
- (f) CRRA and Contractor shall mutually agree upon invoice and billing procedures for such Contractor sourced Tons.

2.16 CSWS Procedures

Throughout its performance of the Services under this Agreement, Contractor must conform (subject to the reasonable compensation provisions of **Section 2.9**) to all the terms and conditions of the Procedures as amended from time to time by CRRA at CRRA's sole discretion. [A copy of the current procedures as of the date hereof is included as **Exhibit C.**]

2.17 Licenses and Permits

CRRA is and shall remain the permittee for the CRRA Permits. All of the Contractor Permits and all permits, consents, licenses, approvals or authorizations internal to Contractor or its affiliates and all certifications and licenses for Contractor's employees, shall be obtained and maintained by the Contractor.

CRRA shall be responsible for the renewal of all CRRA Permits required during the term of the Agreement. If any modification(s) to any CRRA Permit is deemed necessary by CRRA, then CRRA, and not Contractor, shall apply for any such foregoing modification(s), and Contractor shall reasonably cooperate with and otherwise assist CRRA in obtaining such modifications. During its performance under this Agreement, Contractor shall make all information available to CRRA as needed to support the maintenance of, and reporting requirements under the CRRA Permits and/or the modification thereof. CRRA, and not the Contractor, shall submit any reports required pursuant to the CRRA Permits, including all operational reporting information and annual operations reports.

If the Contractor believes a modification to any of the CRRA Permits is necessary for it to operate the RF, Contractor shall submit its proposed modification to CRRA for CRRA's review. Thereafter, if CRRA concurs with the request, CRRA shall make any revisions to said request it deems necessary and submit said modification request to the CTDEEP or other relevant authority. CRRA shall be responsible for the costs associated with the foregoing CRRA-approved modifications of the CRRA Permits.

The Permits and other applicable licenses, and certifications for which the Contractor is solely responsible shall consist of: (i) all Contractor Permits; and (ii) Public Weighers License and the CTDEEP Solid Waste Facility Operators Certificate appropriate for a recycling facility. The revoking of any of the Contractor Permits by the State, any local municipality or any other governmental body, shall not relieve the Contractor of its responsibility for performing the Services. The Contractor shall pay for all costs associated with noncompliance of all Contractor Permits resulting from the Contractor's actions or inactions, including administrative fees, corrective actions, and attorneys' fees; provided, however, if such noncompliance is due directly to the fault of CRRA, CRRA shall be responsible for its share of such costs associated with said noncompliance. The Contractor shall provide copies to CRRA of all Contractor Permits, and all other permits, licenses, and certifications and renewals necessary for Contractor to perform the Services under this Agreement.

All vehicles and Equipment utilized by the Contractor in its performance of the Services shall be registered in accordance with the requirements of the State of Connecticut Department of Motor Vehicles and CRRA. Vehicles and Equipment shall be operated by personnel with valid State of Connecticut operator's permits and/or licenses as appropriate for the Equipment in use.

ARTICLE 3: CONTRACTOR'S COMPENSATION

3.1 Contractor's Compensation

[CONTRACTUAL LANGUAGE TO BE DETERMINED BY CRRA AND WINNING BIDDER PURSUANT TO TERMS SET FORTH IN RFP. SPECIFIC COMPENSATION SCHEDULE TO BE ADDED AS EXHIBIT B UPON COMPLETION OF CONTRACT NEGOTIATIONS]

3.2 Payment Schedule

Contractor shall be liable for the Term to pay CRRA any compensation due CRRA on the first day of each month or partial month.

3.3 Weighing Of Vehicles

In its performance of Services under this Agreement, Contractor shall use only the CRRA scales located at the RF or the Transfer Stations for all inbound and outbound weighing of Acceptable Recyclables unless provided alternative written instructions from CRRA.

3.4 Accounting Obligations

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

ARTICLE 4: TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2017¹ (the "Initial Term"; together with any Renewal Terms, collectively, the "Term"), unless otherwise terminated in accordance with this Agreement. The performance of Services shall begin on the Commencement Date and end upon the earlier of (i) the expiration of the Term and (ii) any other valid termination of this Agreement. At CRRA's sole and absolute discretion, CRRA shall have four (4) separate and divisible options to extend the term of this Agreement for the following one year terms: (i) from July 1, 2017 through June 30, 2018; (ii) from July 1, 2018, through June 30, 2019; (iii) from July 1, 2019 through June 30, 2020; and (iv) from July 1, 2020 through June 30, 2021 (with each time period pursuant to (i), (ii), (iii) and (iv) being a "Renewal Term"). CRRA shall exercise any or all of the aforesaid options by written notice to the Contractor provided at least sixty (60) calendar days prior to the end of the Initial Term (by May 1, 2017) or of the then-effective Renewal Term, as applicable. The failure by CRRA to exercise any of the aforesaid options shall render any remaining options null and void and without further effect.

4.2 CRRA Right to Termination

CRRA shall have the right, at CRRA's sole and absolute discretion, to terminate this Agreement at any time during the Term with not less than six (6) months prior written notice of its decision to so terminate.

4.3 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder. Accordingly, Contractor shall perform and complete all Services hereunder during the Term in accordance with any time schedule set forth in this Agreement or mutually agreed upon, in writing, by CRRA and Contractor for such Services, but subject to the provisions of **Section 7.3**.

¹ Please note that the termination date is intended to coincide with the expiration of the current MSAs.

ARTICLE 5: INDEMNIFICATION

5.1 Contractor's Indemnification

Contractor shall at all times defend, indemnify and hold harmless CRRA and its directors, officers, agents and employees (each individually a “CRRA Indemnified Party” and collectively, or in any group of two or more, the “CRRA Indemnified Parties”) from and against any and all claims, damages, losses, judgments, fines, workers' compensation payments and expenses (including attorneys' fees), in all cases actually and reasonably incurred by the CRRA Indemnified Parties arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) the CRRA Indemnified Parties, (b) Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or (c) any other Person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA and fines and penalties assessed against CRRA caused by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification.

ARTICLE 6: INSURANCE

[NOTE: CRRA RESERVES THE RIGHT TO NEGOTIATE AND OF THE TERMS OF THIS INSURANCE, ESPECIALLY THE MINIMUM LIMITS OF INSURANCE IN ARTICLE 6.2 OF THIS AGREEMENT, BASED ON THE FINAL SCOPE OF WORK NEGOTIATED FOR THIS AGREEMENT]

6.1 Insurance

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the work set forth in the scope of work hereunder (the “Work”) performed by the Consultant and those for whom they are legally responsible.

CRRA reserves the right to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Article 6.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Consultant during its performance of the Work.**
3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. Professional Liability insurance if the Consultant or any subcontractor to them is providing engineering and/or design services. The Professional Liability insurance should include coverage for all professional services related to the Work (including design work that preceded this Agreement) and should be kept in force for a completed operations period of at least five years after final completion of the Work.
5. Contractor's Pollution Liability insurance written on an occurrence basis form.

6.2 Minimum Limits of Insurance

Consultant shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
 - a. \$25,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$25,000,000 General Aggregate
 - c. \$25,000,000 Products & Completed Operations Aggregate
 - d. \$25,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$5,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
5. Contractor's Pollution Liability

- a. \$5,000,000 Each Occurrence/\$5,000,000 Aggregate

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Consultant shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Consultant is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. CRRA, its subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Consultant:
 - a. Commercial General Liability
 - b. Automobile Liability
2. The Consultant agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to CRRA's Risk Manager by fax to 860-757-7740, or by e-mail to lmartin@crra.org, or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.
3. The Consultant should waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Agreement.
4. The Consultant's/Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Work is being performed, unless otherwise approved by CRRA.

(d) Verification of Coverage

Consultant shall furnish CRRA with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by CRRA before the Work commences. Consultant shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Consultant shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

ARTICLE 7: EVENTS OF DEFAULT

7.1 Events of Default by Contractor

Each of the following shall constitute an Event of Default on the part of Contractor if not cured within any applicable time period provided for in **Section 7.3**:

- (a) An Act of Bankruptcy with respect to the Contractor occurs.
- (b) Contractor's breach of any of its covenants or representations hereunder.
- (c) Failure of Contractor to accept at the RF any amounts of Acceptable Recyclables or any other waste that Contractor is required to accept pursuant to this Agreement, except that the failure to accept insubstantial amounts of Acceptable Recyclables shall not be an Event of Default if such failure is not willful and not repeated.
- (d) Failure of Contractor to promptly process all Acceptable Recyclables provided to Contractor in accordance with this Agreement.
- (e) Failure of the Contractor to properly maintain all CRRA Equipment, property and vehicles in accordance with the Standards or any other standards set forth in the Scope of Services in **Exhibit A**.
- (f) Contractor's use of the CRRA Equipment for any purpose other than those expressly authorized in this Agreement.
- (g) Contractor's allowing or conducting any activities on any of the RF Site, the RF, or at any of the CRRA facilities not expressly authorized by this Agreement.
- (h) Contractor's failure to comply with any and all Applicable laws as relating to this Agreement and Contractor's performance hereunder.
- (i) Contractor's failure to provide or maintain the Bond as required hereunder.

- (j) The failure by Contractor to fulfill any of Contractor's other material obligations under this Agreement.
- (k) Contractor's failure to comply with any of the terms of any Permits, unless such Contractor's failure is not willful or persistent, will not result in the loss of such Permit and Contractor promptly cures such foregoing failure, including paying any fines or penalties due.
- (l) Contractor abandons performance of the Services, or persistently fails to provide sufficient materials or qualified workers to adequately perform the Services.
- (m) Contractor's failure to provide CRRA any payment required under this Agreement by the twentieth (20) day following the date of CRRA's invoice.
- (n) Any breach of **Section 9.22**.

7.2 Events of Default by CRRA

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

- (a) The failure by CRRA to fulfill, substantially in accordance with this Agreement, CRRA's material obligations under this Agreement; and
- (b) CRRA's breach of any of its covenants or representations hereunder;

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

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

7.3 Contractor's Right to Cure

Assuming that the Contractor provides the continuous operation of the RF and Contractor's payment obligations are current under Article III of this Agreement, Contractor shall have a thirty (30) calendar day cure period from the date Contractor receives from CRRA written notice of its breach of any provision of subsections (b), (c), (d), (e), (f), (g), (i), (j), (k), and (l)

of **Section 7.2** of this Agreement to remedy its breach of the Agreement. Assuming that the Contractor provides the continuous operation of the RF system, for a default under subsection (m) of **Section 7.2**, Contractor shall have a five (5) business day cure period from the date Contractor receives written notice from CRRA of Contractor's failure to make a required payment under this Agreement to remedy its breach of the Agreement. Notwithstanding the foregoing, CRRA may terminate this Agreement without providing the above required written notice and Contractor shall have no right to cure if the Contractor's breach is one of the following:

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

7.4 Force Majeure

If Contractor shall be unable to perform or shall be delayed in its performance of Services by reason of Force Majeure or a Change In Law, and provided that Contractor shall have provided CRRA with written notice of said Force Majeure and/or Change In Law within five (5) business days of any event of Force Majeure and/or Change In Law, Contractor shall be excused from any failure or delay in its performance of Services subject to the conditions of this Section. Pursuant to Section 1.22 of the Scope of Services [see **Exhibit A**], operational failure of the Equipment shall not constitute Force Majeure. However, throughout the term of the Agreement and in the foregoing event whereby Contractor is excused from its failure or delay in its performance, Contractor must continually do the following at Contractor's sole expense throughout the term of the Agreement and during any such excused failure or delay period:

- (a) Be and remain current on its payment obligations to CRRA under this Agreement (Force Majeure shall in no event excuse failure or delay of Contractor to pay any amount due to CRRA from Contractor hereunder); and
- (b) Continue to accept and process at the RF, or divert to a Diversion Facility (as hereinafter defined), all of CRRA's Acceptable Recyclables that Contractor is obligated to accept under this Agreement.

Pursuant to subsection (b) of this **Section 7.4**, if Contractor must divert CRRA's Acceptable Recyclables to another facility (a "Diversion Facility"), such Diversion Facility(s) must be a currently permitted facility(s) operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other such requirements. Prior to its transportation and disposal of any Acceptable Recyclables to a Diversion Facility, Contractor shall provide CRRA with written evidence of its authorization to dispose of Acceptable Recyclables at the Diversion Facility(s). At its sole and absolute discretion, CRRA reserves its right to approve or disapprove any such Diversion Facility(s) that Contractor desires to utilize for diversion of the Acceptable Recyclables but CRRA's foregoing approval

may not be unreasonably withheld. CRRA hereby approves the following Diversion Facility suggested by Contractor:

[LIST OF DIVERSION FACILITIES TO BE ADDED BY CRRA UPON NEGOTIATION WITH THE CONTRACTOR.]

Prior to Contractor utilizing any other Diversion Facility(s) to divert Acceptable Recyclables, Contractor must obtain CRRA's pre-approval. At CRRA's sole discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the Diversion Facility(s) to allow CRRA, or its agents, to inspect the Diversion Facility(s) at any time during the term of this Agreement.

ARTICLE 8: REMEDIES

8.1 Selection of Remedies

- (a) Subject to **Sections 7.3 and 7.4**, each party shall have the right to terminate this Agreement when there is an Event of Default on the part of the other party. Absent an Event of Default, neither party may terminate this Agreement unless it is otherwise specifically provided for in this Agreement.
- (b) If a party declares an Event of Default by the other party, the non-defaulting party may elect not to immediately terminate this Agreement, but to collect actual damages. The failure of a party to immediately terminate this Agreement shall not limit or restrict in any way such party's right to terminate this Agreement at a later time.
- (c) If the Contractor fails to perform any of its obligations hereunder, or if there is an Event of Default by Contractor, CRRA shall have the right, but not the obligation, to cure such failure or Event of Default without notice to the Contractor. Contractor shall fully reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action, including reasonable attorneys' fees and court costs, within twenty (20) days after Contractor's receipt of an invoice for such costs and expenses.
- (d) Upon the occurrence of an Event of Default by the Contractor, CRRA shall have the right to make a claim against the Bond.
- (e) All of the remedies provided in this Agreement are the exclusive remedies available at law, but this Agreement shall not limit any equitable remedies available to a party. All the remedies hereunder shall be deemed cumulative and the election of one shall not be deemed a waiver of any other or further rights or remedies.

8.2 Mitigation

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

savings therefrom to any damages, costs and expenses otherwise payable by the defaulting party.

8.3 Termination by CRRA

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

- (a) If requested to do so by CRRA, Contractor shall vacate the RF and RF Site within twenty-four (24) hours and turn over possession of the RF exclusively to CRRA;
- (b) To the extent such damages can be calculated, Contractor shall pay CRRA actual damages, including those set forth in **Section 8.4**, resulting from the Event of Default by Contractor and subsequent termination of this Agreement by CRRA. Contractor agrees that all of the actual damages caused by an Event of Default by the Contractor and subsequent termination of this Agreement by CRRA are not capable of calculation. Accordingly, in addition to the damages payable pursuant to the first sentence of this section, the Contractor shall also pay to CRRA upon such termination a one-time lump sum payment as liquidated damages (but not as a penalty) of Five Hundred Thousand and 00/100 dollars (\$500,000), as available under Applicable Laws.
- (c) At CRRA's discretion, Contractor shall provide restoration services to the RF. For such purpose, "restoration services" shall mean restoration to manufacturers' recommended warranties and technical specifications minus normal wear and tear;
- (d) Contractor shall immediately return to CRRA all CRRA Equipment, parts, property, vehicles and materials provided to Contractor for use in performing the Services. Contractor shall be responsible for any cost associated with restoring the condition of such CRRA Equipment, parts, property, vehicles and materials to the condition present as of the Commencement Date, in accordance with the repair, maintenance, and replacement standards called for in **Exhibit A** or shall provide replacement equipment, parts, property, vehicles and materials to CRRA having a value equivalent to the value of the replaced equipment, parts, property, vehicles and materials as of the Commencement Date.
- (e) Upon performance of Contractor's obligations under **Subsections 8.3(b)** and **8.3(c)**, as well as the payment of any other amounts required to be paid to CRRA hereunder and in compliance with all provisions of **Subsections 8.3(a)**, **(d)** and **(e)**, all rights and obligations of the parties, except as otherwise specifically provided herein, shall cease with respect to this Agreement.

8.4 Consequential Damages

Contractor acknowledges that the failure of Contractor to perform Contractor's obligations hereunder may have a substantial impact on the CSWS and the ability of CRRA to provide solid waste disposal services to the Participating Municipalities on a cost effective basis.

Accordingly, Contractor agrees that any actual damages described in **Section 8.3(b)** and owed to CRRA for such failure to perform by Contractor includes indirect and consequential damages, as available under Applicable Laws, as well as direct damages.

ARTICLE 9: MISCELLANEOUS

9.1 Entire Agreement.

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

9.2 Governing Law.

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

9.3 Assignment.

This Agreement may not be assigned in whole or in part by either party to this Agreement without the prior written consent of the other party or such assignment shall be void.

9.4 No Waiver.

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

9.5 Modification.

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

9.6 Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested

postage prepaid or overnight express mail service to the pertinent address below.

9.6.1 Routine Notices.

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any party to this Agreement to give to the other party, except as provided in **Section 9.6.2**, shall be in writing and shall be personally delivered or sent by overnight express mail service or certified mail return receipt requested, addressed to the respective party as specified in this **Section 9.6.1**. Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by certified mail, on the date set forth on the return receipt. In the event the party to whom such certified mailing is sent refuses or otherwise does not sign for it when presented, then such notice shall be deemed delivered on the fifth (5th) business day after deposit in the mail.

(a) If to CRRA:

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

With a copy to:

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

(b) If to Contractor:

Attention: _____

9.6.2 Emergency Notification.

Contractor shall immediately notify CRRA by telephone and telecopier facsimile of the occurrence of the following: (i) any event causing property damage to the RF; (ii) bodily and/or personal injury to any person in connection with the RF; (iii) any disruption to the Services or the RF; (iv) the filing of a property lien on the RF; (v) the occurrence or receipt of a notice of violation or other regulatory action at the RF arising out of Contractor's performance or non-performance of its obligations hereunder; and (vi) any spill, fire, explosion or other emergency or accident requiring notification of any governmental entity. After Contractor provides CRRA with immediate notification of an above event, Contractor shall promptly file an incident report with CRRA on a

form acceptable to CRRA in which Contractor describes all corrective and remedial action undertaken or planned. Thirty (30) days prior to the Commencement Date and thereafter from time to time, CRRA and Contractor will jointly develop an emergency notification procedure with specific contact information and other relevant instructions mutually agreed to by the parties. Contractor shall be responsible for complying with all Applicable Laws concerning notification of governmental entities with respect to such event.

9.7 Binding Effect.

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

9.8 Severability.

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

9.9 Counterparts.

This Agreement may be executed in any number of original, facsimile, or electronic counterparts and as separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Agreement by facsimile or other electronic means, the same shall have the same force and effect as if this Agreement had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution

9.10 Status of Contractor.

- (a) Other than for the limited purpose described in subsection (b) below, CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Other than for the limited purpose described in subsection (b) below, nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and independent contractor. Other than for the limited purpose described in subsection (b) below, Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever. CRRA and Contractor further acknowledge and agree that this Agreement does not confer upon Contractor in any manner whatsoever any ownership or proprietary rights to or interests

in any of the RF Site, any component of the CRRA System, or the CRRA owned vehicles, CRRA Equipment, materials, or rolling stock that Contractor is permitted to use hereunder in performing the Services; and that Contractor has no right under this Agreement to, and Contractor shall not, depreciate any of such RF Site, any component of the CRRA System, vehicles, CRRA Equipment, materials or any part thereof for any purposes whatsoever.

- (b) The parties hereto confirm that to maintain CRRA's tax-exemption for fuel and other services or tangible personal property used under this Agreement pursuant to **Section 9.17** of this Agreement, CRRA has designated Contractor, and Contractor has agreed to act, as CRRA's agent for the limited purpose of purchasing services and Equipment, fuel, machinery, parts, materials, supplies, inventories and other items necessary to perform the Services in this Agreement for the account of and with funds provided as reimbursement therefore by CRRA, to be installed, used or consumed in connection with the use and operation of the RF.

9.11 Contractor's Employees.

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

9.12 Mechanic's Liens.

To the fullest extent allowed by law, Contractor shall claim no interest in the RF Site or the RF or any structures, CRRA Equipment, fixtures, materials or improvements located or to be located on the RF Site, or any other vehicles, Equipment, materials, parts and supplies made available to Contractor hereunder, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or the RF Site. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or security interests by Contractor or any of its subcontractors or material men. With each payment made to a subcontractor and material man, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or material man. If any mechanic's lien is filed against CRRA or the RF Site in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor. This **Section 9.12** shall survive termination of this Agreement.

9.13 Withholding Taxes and Other Payments.

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Contractor or Contractor's employees, agents, subcontractors or material

men. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this **Section 9.13**, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance or related payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor. This **Section 9.13** shall survive termination of this Agreement.

9.14 Forum Selection/Arbitration.

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall be submitted to and resolved in Arbitration. All claims or controversies arising out of this Agreement or a breach thereof shall be settled and decided by an arbitration panel of three arbitrators in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified by the following provisions of this **Section 9.14**:

- (a) Either CRRA or Contractor may initiate arbitration proceedings by giving notice of a dispute and a request to arbitrate to the other party and to the Regional Director of the AAA having jurisdiction in Hartford, Connecticut. Unless otherwise permitted by CRRA in writing, any arbitration proceedings must be initiated within ten (10) days of the initiating party's knowledge of the claim, dispute or matter in question;
- (b) CRRA and Contractor shall choose an arbitrator from the list provided by the AAA within ten (10) days after arbitration proceedings were initiated and the two selected arbitrators shall jointly select a third arbitrator to complete the panel;
- (c) The costs of arbitration shall be shared equally by the parties hereto and each party shall bear its own costs, expenses and attorneys' fees unless the arbitration panel determines that the action or defense of the losing party was frivolous, in which event the arbitration panel may order that all or a portion of the costs of arbitration of the successful party, including reasonable attorneys' fees and other costs, be paid by the losing party;
- (d) All arbitration proceedings shall be held in Hartford, Connecticut. The arbitration panel may request any party to produce information deemed necessary by him or her for a fair determination of the issues. Each party so requested to produce information shall do so within fifteen (15) days of each such request or shall respond immediately to the request by explaining why compliance is not possible within fifteen (15) days. The arbitration panel may then order compliance and failure to comply with the order shall be deemed to be a default hereunder on the part of the non-complying party;
- (e) The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written reasoned award, with written findings of fact, and may be entered in and specifically enforced by any court of appropriate jurisdiction. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, the arbitration panel shall not modify the remedies specifically set forth in this Agreement for CRRA and

Contractor;

- (f) All legal issues arising in connection with a dispute to be determined by an arbitration panel shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; and
- (g) During any arbitration proceeding that may be initiated hereunder, CRRA and Contractor shall continue to perform their respective obligations under this Agreement.

9.15 Performance Security.

On or prior to the Effective Date, Contractor shall furnish CRRA with a Performance Bond or a Letter of Credit as security for faithful performance of the Services in the form attached hereto as **Exhibit H** and in the amount of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS to guarantee Contractor's performance of the Services (the "Bond"). The Bond shall be issued and executed by a surety acceptable to CRRA and authorized to transact business in Connecticut. The surety must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety only if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration dates of the Bond, Contractor notifies CRRA by certified mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute an Event of Default by Contractor under this Agreement. If the surety on the Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or another letter of credit) and surety, subject to the requirements set forth in this **Section 9.15**.

In the event Contractor fails to perform any of its obligations under this Agreement, withdraws from this Agreement, an Event of Default occurs or the contract is terminated, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Bond.

9.16 Non-Discrimination.

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services, Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

9.17 Sales and Use Tax Exemption.

Under Section 22a-270 of the Connecticut General Statutes, CRRA has an exemption from all Connecticut State taxes and the payment thereof. Without limiting the scope of the preceding sentence, pursuant to Section 12-412(92) of the Connecticut General Statutes, the sale of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of the RF is exempt from Connecticut State sales and use tax. Accordingly, Contractor hereby represents that no Connecticut State tax is included in the compensation, and Contractor shall not charge or pass through any such tax to CRRA, regardless of whether Contractor has incurred any Connecticut State Tax in its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices, or other charges presented to CRRA in any RFP or other submittal or proposal to CRRA in connection with this Agreement. Contractor also represents that all funds provided by CRRA as reimbursement for Services provided hereunder shall be used or consumed in connection with the use and operation of the RF. CRRA shall provide Contractor a tax-exempt form that Contractor may present to others to verify CRRA's tax exempt status when purchasing goods and services directly related to its performance of Services under this Agreement. CRRA will not make a tax-exempt form available to subcontractors used by Contractor. It shall be the responsibility of Contractor to coordinate with its subcontractors the use of the tax exempt form for the purchase of goods and services directly related to the performance of Services under this Agreement. The obligations of Contractor pursuant to this **Section 9.17** are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance under this Agreement.

9.18 Proprietary Information.

Contractor shall not use, publish, distribute, sell or divulge any information, including information that is adverse to CRRA's interests, obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity without the prior written consent of CRRA. Any reports or other work product prepared by Contractor in connection with the performance of any Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

9.19 Subcontractors.

Contractor shall inform CRRA of any subcontractors it intends to use to perform any of the Services. During Contractor's performance of the Services, Contractor shall provide CRRA with written prior notice of its intent to replace or change any of its subcontractors utilized by Contractor to perform under this Agreement. Throughout the term of the Agreement, CRRA shall have the right to reject any subcontractor of Contractor; however CRRA's foregoing right to reject a subcontractor cannot be unreasonably exercised. Contractor shall require, in a manner satisfactory to CRRA, all of its subcontractors for the Services to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also,

Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claim, set-offs, or other rights whatsoever that they may have with or against Contractor by any reason other than through such subcontracts.

9.20 Adverse Parties.

CRRA and Contractor desire that no Person or other entity with which CRRA has had an adverse business relationship and no corporation or other business entity directly or indirectly controlling or controlled by or under direct or indirect common control with such Person or entity (any of the foregoing Persons, corporations or entities is hereinafter referred to as an "Adverse Party"), have any direct or indirect financial or ownership interest in or managerial influence over Contractor or on Contractor's performance under this Agreement. If any Person or entity seeks to participate as an owner or in the performance of Contractor's obligations under this Agreement, Contractor shall notify CRRA in writing of Contractor's intent to enter into such relationship. Contractor shall not enter into such relationship if CRRA gives written notice of its disapproval of such relationship because the proposed Person or entity is an Adverse Party. CRRA's foregoing disapproval of such relationship must have a reasonable basis to justify said disapproval, including an explanation of the grounds for such disapproval which must be reasonable. CRRA shall notify Contractor of its disapproval, if at all, no later than fifteen (15) days after CRRA's receipt of written notice from Contractor of its intent to enter into such relationship. Any failure by Contractor to comply with the terms of this **Section 9.20** shall constitute an Event of Default by Contractor under this Agreement.

9.21 Agent for Service

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

9.22 Obligation To Deliver CRRA Waste.

If Contractor or any of its Affiliates or other agents is engaged in the business of waste collection and disposal, Contractor shall, and Contractor shall cause all such Affiliates or other agents to, deliver to

CRRA all Acceptable Solid Waste (as defined in the Procedures) generated within the corporate boundaries of any of the Participating Municipalities and all other CRRA waste that Contractor or any such Affiliate or agent collects pursuant to an agreement or otherwise, or that comes into Contractor's or such Affiliate's or agent's possession through other means. In the event that Contractor fails to comply with any of its obligations under this **Section 9.22**, then such failure shall constitute an Event of Default on the part of Contractor hereunder, and CRRA shall have the right to terminate this Agreement.

9.23 Compliance with Law.

Contractor shall comply with all Applicable Laws, including federal, state, and local laws or regulations governing the Services, payment of wages and equal opportunity and fair employment practices.

9.24 Campaign Contribution And Solicitation Prohibitions.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit H** [SEEC Form 11].

9.25 Whistleblower Protection.

If the Contractor is a Large State Contractor, the Contractor shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State Contractor" shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a Large State Contractor shall provide that, if an officer, employee, or appointing authority of a Large State Contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each Large State Contractor shall post a notice of the provisions of Section 4-61dd relating to Large State Contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

9.26 CRRA Audit Rights.

The Connecticut Resources Recovery Authority, (“CRRA”) or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractors pertaining to work in connection with the CSWS, or the performance of the obligations of Contractor to CRRA under the Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours’ notice of such intended examination. At CRRA’s request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to this Agreement or the performance of the obligations of Contractor to CRRA under the Agreement. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services in connection with the CSWS or the performance of the obligations of Contractor to CRRA under this Agreement. The Contractor shall retain and maintain accurate records and documents relating to its performance of Services in connection with the CSWS or the performance of the obligations of Contractor to CRRA under this Agreement for a minimum of three (3) years after the final obligation payment by CRRA and shall make them available for inspection and audit by CRRA or its representatives.

9.27 Promotion of State of Connecticut.

Unless specifically authorized in writing by the Secretary of the Office of Policy and Management, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (a) In any advertising, publicity, promotion; or
- (b) To express or to imply any endorsement of Contractor’s products or services; or
- (c) To use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above). In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

9.28 Order of Precedent of Agreement.

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

- (a) The terms of the Agreement, exclusive of the Exhibits of the Agreement, shall first prevail;
- (a) The terms of **Exhibit A** – Scope of Services;

- (b) The terms of **Exhibits B – M**, excepting **Exhibit C**; and;
- (c) The terms of the Procedures included herein as **Exhibit C** shall next prevail.

The Request for Proposal (“RFP”) document, the addendums to the RFP, and the Contractor’s bid document are not part of this Agreement and cannot be relied upon in any dispute or conflict in connection with this Agreement.

9.29 Affidavit Concerning Nondiscrimination.

At the time the Contractor submitted its bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as **Exhibit I**.

9.30 Affidavit Concerning Consulting Fees.

At the time of Contractor’s execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit J**.

9.31 Contractor’s Certification Concerning Gifts.

At the time of Contractor’s execution of this Agreement, Contractor simultaneously executed a document entitled Contractor’s Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit K**.

9.32 President’s Certification Concerning Gifts.

At the time of the President of CRRA’s execution of this Agreement, the President of CRRA simultaneously executed a document entitled President’s Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as **Exhibit L**.

9.33 Time is of the Essence.

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by CRRA and Contractor for such Services.

ARTICLE 10: SURVIVAL OF OBLIGATIONS

All obligations of any party hereto that have accrued as of the expiration or termination of this Agreement shall survive such expiration or termination.

[intentionally left blank – signature page follows]

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

[CONTRACTOR]

By: _____

Its
Duly Authorized

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

By: _____

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A: SCOPE OF SERVICES

This Scope of Services shall apply to the Services that CRRA has authorized Contractor to perform in accordance with this Agreement. The Contractor shall provide all labor, materials, RF Recyclables System Equipment, tools, supervision, insurance, the Bond, and all other items necessary to perform each task described herein.

The Contractor shall provide the Services in accordance with this Agreement.

CRRA is responsible for obtaining required environmental approvals from CTDEEP. The Contractor is required to determine which Contractor Permits and other approvals are necessary for the work and services. The Contractor must cooperate with CRRA in obtaining any approvals from CTDEEP and must provide to CRRA all information sufficient to secure and maintain the approvals.

1. OPERATION AND MAINTENANCE SERVICES FOR THE RF

1.1 General Responsibility

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

1.2 Utilities

The Contractor shall solely pay all costs for utilities and maintenance of utilities associated with RF operation, management, and maintenance. The Contractor shall be solely responsible for all such utility services, including electric, HVAC, water and telephone services.

1.3 Security

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

CRRA will provide and maintain a contract for an electronic security system of CRRA's choosing at the RF. The Contractor shall repair any damage to such system. The Contractor will be responsible for site security; which may include engaging the alarm system daily and securing the property by closing and locking the entry gates. The Contractor shall provide CRRA a personnel listing for the RF.

1.4 Sprinkler System

CRRA shall maintain the fire sprinkler system which serves the RF.

1.5 Equipment Operation

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

1.6 Ventilation and Noise

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

1.7 Hours of Operation

The hours of operation of the RF shall be as follows:

- (a) The RF shall receive Acceptable Recyclables as follows: (i) Monday through Friday from 7:00 am through 4:00 pm; and (ii) Saturdays following Holidays from 7:00 am through 2:00 pm. The term “Holidays” in the foregoing subsection (ii) shall mean the following calendar days: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. At its sole and absolute discretion, CRRA reserves its right to change the foregoing receiving hours for accepting Acceptable Recyclables at the RF, provided that CRRA provides Contractor with Forty-Eight (48) hours advance written notice and CRRA compensates Contractor as detailed herein for additional costs resulting from the foregoing changed receiving hours and such changed receiving hours are permissible under all Applicable Laws and Permits. For each foregoing additional receiving hour during the week or weekend, CRRA shall compensate Contractor Sixty (\$60.00) Dollars for each such additional receiving hour, and this foregoing hourly payment shall constitute Contractor’s sole additional compensation from CRRA for any said additional receiving hour. Contractor shall provide CRRA with a monthly invoice for all additional hours performed at the \$60.00 hourly rate, and payment therefor shall be made through a set-off against amounts owed to CRRA by Contractor pursuant to the terms of this Agreement.
- (b) The RF shall process Acceptable Recyclables as needed for two (2) eight (8) hour shifts per day for five and half (5.5) days per week.

1.8 Public Viewing

The RF is open to public viewing on a regular basis for educational and promotional purposes and, therefore, must be maintained in a clean and orderly manner.

1.9 Scales

The scales at the RF and the Transfer Stations shall be operated by CRRA and/or agents of CRRA and shall be certified at no cost to Contractor at least annually and a copy of such certification will be provided to Contractor promptly thereafter. The scale house equipment at the RF includes computer weighing and recording systems that shall be operated and maintained by CRRA, except for any maintenance or replacement activity required as a result of Contractor fault. The Contractor shall cooperate and work with CRRA staff and/or CRRA agents to perform calibration checks as required of the RF scales including using RF Recyclables System Equipment as a weight measure.

All inbound and outbound materials at the RF and the Transfer Stations shall be weighed at the CRRA's scales by CRRA and/or the CRRA operator.

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

1.10 Processing Time

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

1.11 Additional Recyclables

Contractor may deliver or cause to be delivered Contractor-Sourced tons in accordance with Article 2.15 of the Agreement, all state and local permits and approvals and the Permitting, Billing and Disposal Procedures. Contractor shall take appropriate actions to direct all deliveries of Contractor sourced tons to adhere to the route requirements of the City of Hartford's Zoning Permit which CRRA shall provide to Contractor. Inspections and Enforcement

CRRA has Municipal Service Agreements currently in effect with certain Connecticut municipalities to deliver their Acceptable Recyclables to the RF. CRRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements against the municipalities and CRRA shall be able to exercise its enforcement powers against the municipalities at CRRA's sole and absolute discretion.

Shipments to the RF must conform to the terms of the Procedures, as amended from time to time by CRRA, in accordance with **Section 2.16** of the Agreement and at CRRA's sole and absolute discretion. See **Exhibit C** attached hereto and made a part hereof. CRRA shall have sole responsibility for enforcement activities at the RF. The Contractor shall cooperate with and assist CRRA in those activities. From time to time and at CRRA's discretion, CRRA shall inspect recyclables delivered to the RF. The Contractor shall direct Acceptable Recyclables for deposit into the appropriate containers.

On a day to day full-time basis, Contractor shall be solely responsible to inspect all loads of recyclables delivered to the RF. Contractor shall identify any significant amounts of Unacceptable Recyclables in the incoming RF waste stream. Upon prompt notification from

Contractor of any significant amounts of Unacceptable Recyclables, CRRA shall inspect the load containing Unacceptable Waste and make a determination if Contractor should segregate said load of Unacceptable Waste. For Unacceptable Recyclables hauled to the RF through no fault of Contractor that are rejected by CRRA, the Contractor, at CRRA's direction, shall reload the rejected Unacceptable Recyclables and have it removed from the RF and delivered to a properly permitted disposal facility designated by CRRA, provided that in no case shall Contractor be responsible for handling or loading of Hazardous Waste. CRRA shall issue a Notice of Violation ("NOV") to any Waste Hauler (as defined in the Procedures) that delivers Unacceptable Recyclables to the RF on CRRA forms.

1.12 Property and Equipment Maintenance

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

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

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

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

1.13 Building and Grounds Maintenance

The Contractor shall perform all building and grounds maintenance within and in areas immediately adjacent to the RF. Such maintenance shall include sweeping the interior of the RF and the maneuvering parking area.

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

1.14 Notification of Injuries and Damage

The Contractor shall notify CRRA immediately of any and all injuries to persons and of all damage caused to the RF, the RF Site and any Equipment. The Contractor shall replace property damaged or made unavailable due to loss, theft, abuse, or the Contractor's failure to

provide adequate repairs or comply with the maintenance plan or best industry practices, or for any other reason.

1.15 RF Alterations and Modifications

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

1.16 Tanks and Drainage Structures

1.16.1 Stormwater

CRRA has held and will continue to hold the registration for stormwater discharges from the RF under the “General Permit for the Discharge of Stormwater Associated with Industrial Activity” (Permit No. GSI000814). The Contractor is responsible for inspection, housekeeping and maintenance activities in RF areas associated with Contractor’s operations (including loading and unloading areas). Contractor will also conduct annual stormwater training of all employees (CRRA will provide the training materials. CRRA is responsible for all other activities associated with the general permit including comprehensive site compliance evaluations, employee stormwater training and maintenance and cleaning of stormwater structures. CRRA is solely responsible for stormwater activities related to the scales.

1.16.2 Sanitary Sewer

Discharges to the sanitary sewer from inside the RF building are governed by the “General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater.” Because the discharge from the RF is less than 500 gallons per day,¹ CRRA is not required to register the discharge under the General Permit, but the requirements of the General Permit apply to the discharge. The Contractor is responsible for discharges to the sanitary sewers and compliance with the requirements of the General Permit.

1.17 Pest Control

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

1.18 Litter

The Contractor shall keep the RF and adjoining property and roadways litter free and shall, at a minimum, remove litter and debris daily from the RF and any adjoining property or roadways.

¹ This amount should be verified.

The Contractor shall submit a plan to CRRA describing how it will eliminate the presence of any litter at or near to the RF that is the result of recycling activities.

1.19 Clean-Up

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

1.20 Personal Protective Equipment

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

1.21 Equipment Failure

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

1.22 Disposal of Unacceptable Waste

The respective responsibilities of CRRA and Contractor for inspections of the incoming recyclables are detailed in **Section 1.12** of this **Exhibit A**. Except as provided in **Section 1.12** of this **Exhibit A**, CRRA shall be responsible for the removal and disposal of Unacceptable Waste delivered to the RF through no fault of the Contractor, and CRRA shall indemnify Contractor for any loss or expense relating thereto. However, the Contractor is solely responsible for all costs related to the proper disposal of all non-recyclable materials, other than Unacceptable Waste, including in-coming contaminated recyclables and Residue from the recyclables processing operations.

1.23 Disposal of Residue

The processing systems are not intended to have a Residue amount from loads from other than Spot Tons that exceeds an aggregate five percent (5%) of the total tons of materials received at the RF and the Transfer Stations from loads from other than Spot Tons. The Contractor will dispose of Residue from loads from other than Spot Tons in amounts that do not exceed 5% of the total tons received at the RF and the Transfer Stations (but as to Transfer Stations, for volume shipped to the RF, such volume shall only be counted once for such purpose), at the CRRA's CSWS Resource Recovery Facility which is approximately 0.25 miles from the RF and which CRRA shall make available to Contractor during the term of this Agreement at no charge to Contractor. If the amount of Residue from loads from other than Spot Tons does exceed 5% of the total tons of materials received, Contractor must pay the disposal costs for such excess

Residue at the CSWS Resource Recovery Facility at disposal rates equal to the Participating Municipalities' disposal rates in effect at the time of delivery CRRA's approval is required for any contract for hauling Residue. Contractor shall be responsible at its expense for disposal of all Residue from Spot Tons.

1.24 RF Permit Related Issues

If a regulatory agency of the State of Connecticut issues a Notice of Violation to CRRA or revokes a permit issued to CRRA because of the RF's operations associated with the Contractor's responsibilities, the Contractor shall promptly address any such matter and promptly reimburse CRRA for any fines or sanctions imposed on CRRA by said foregoing regulatory agency and pay CRRA any and all costs reasonably incurred as a result, in accordance with the terms of this Agreement. CRRA will not object to Contractor intervening in any enforcement action by any regulatory agency in connection with the RF in order to contest any alleged violation, any proposed penalties (including fines or liquidated damages) or otherwise or to settle such action.

1.25 Emergency Response

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

Contractor shall respond to emergencies as a key holder to all alarms and trouble conditions. The definition of "Emergency," as contemplated in this Scope of Services includes, but is not limited to, a fire, explosion, release of petroleum or hazardous substance (including tip floor water), Equipment or vehicle accident, damage to buildings and other RF structures, injuries to persons.

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

1.26 Complaints, Inquires and Requests

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

1.27 CRRA Access

CRRA and its agents reserve the right to enter the premises of the RF at any time for any purpose but CRRA and its agents shall not unreasonably interfere with Contractor's operation of the RF or with Contractor's employees, contractors or agents, and CRRA shall be

responsible for any damage to the RF caused by CRRA or CRRA's employees, agents, or contractors. CRRA and its agents shall have immediate, unlimited, and unfettered access to the RF and CRRA or its agents shall not be required to sign in when entering the RF. CRRA and its agents may inspect the source of Acceptable Recyclables delivered to the RF and observe any and all activities of the Contractor.

1.28 Notification of Petroleum, Chemical or Hazardous Materials Releases

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

1.29 Other Activities

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

1.30 Recyclables Containers at Transfer Stations

CRRA shall provide at its cost containers at the Transfer Stations into which Paper and Containers delivered to the Transfer Stations will be deposited and as to which such Paper and Containers will be delivered to the RF or marketed directly from the foregoing Transfer Stations by Contractor, as CRRA shall determine in CRRA's sole discretion. If Contractor opts to deliver Paper and/or commingled Containers to a facility other than the RF, then Contractor shall at its cost provide containers with respect to such other facilities.

1.31 Transport of Recyclables from the Transfer Stations

At its sole cost, CRRA shall transport to RF all Acceptable Recyclables delivered to the Transfer Stations; provided, however, if Contractor opts to deliver/market the foregoing Acceptable Recyclables to a facility other than the RF, then Contractor shall be responsible for all excess transportation costs over and above the costs paid for by CRRA for transportation of Acceptable Recyclables from the transfer stations to the RF.

1.32 Determination of Amounts of Recyclables

The weight of Acceptable Recyclables delivered to the RF, either directly from municipalities or indirectly from the Transfer Stations that receive Acceptable Recyclables, shall be determined in bound by the scale at the RF. The weight of Acceptable Recyclables delivered to any facility other than the RF from the Transfer Stations that receive Acceptable Recyclables shall be determined outbound by the scale at the Transfer Station from which the Acceptable Recyclables are being shipped.

1.33 Monthly Report and Meeting

Contractor shall prepare and submit to CRRA a monthly written report. The report shall detail the prior month's operations and maintenance activities, including the following: (i) specify the number of tons of Acceptable Recyclables delivered to the Contractor at the RF and the Transfer Stations; (ii) details of the amount of commodities marketed and the prices received for said marketed commodities; (iii) details of any repairs made to or replacement of Equipment performed on the RF; and (iv) and other related financial information. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

2. OPERATION AND MAINTENANCE PLAN AND SAFETY PROGRAM MANUAL

2.1 Operation And Maintenance Plan And Safety Program Manual

As specified in Article 2 of the Agreement, as per the schedule negotiated with CRRA, prior to the Commencement Date, Contractor shall submit to CRRA an Operations And Maintenance Plan And Safety Program Manual [one document] for the RF. The Operations And Maintenance Plan And Safety Program Manual shall be consistent with CRRA's Operations and Maintenance Plan as approved by the CTDEEP for the RF. Any conflicts or inconsistencies that may arise between Contractor's Operations And Maintenance Plan And Safety Program Manual, the CTDEEP Permit requirements shall prevail.

The Operations And Maintenance Plan And Safety Program Manual shall describe Contractor's staffing, training, operations guidelines and parameters, job descriptions for all positions, and Contractor reporting requirements for the RF. The Operations And Maintenance Plan And Safety Program Manual shall include Contractor's plan for maintaining all vehicles, all Equipment, and all facilities and grounds. The Operations And Maintenance Plan And Safety Program Manual shall also include semi-annual and annual maintenance reports, and daily, weekly, and monthly reporting responsibilities of Contractor.

The Operations And Maintenance Plan And Safety Program Manual shall describe Contractor's contingency plans for access to additional waste transportation vehicles, front-end loaders, and other pieces of major Equipment when such additional vehicles and Equipment is needed during periods of high waste deliveries and/or when vehicles and Equipment are out of service for maintenance.

The Proposer's proposed Operations And Maintenance Plan And Safety Program Manual shall be submitted to CRRA and shall be reviewed by CRRA. CRRA shall provide comments to Contractor that Contractor shall give good faith consideration for incorporation into the Operations And Maintenance Plan And Safety Program Manual.

Contractor shall advise CRRA in advance if it intends to make any material change(s) to the Operations And Maintenance Plan And Safety Program Manual.

2.2 Contractor's Employee Receipt of Manual

As part of Contractor's Operations And Maintenance Plan And Safety Program Manual, Contractor shall keep as part of its records and make available to CRRA upon request, signed forms verifying that all Contractor employees and new-hires have received training in transfer station and transportation safety procedures and Equipment operating procedures.

2.3 Emergency Response in Manual

As per the terms of Article 1.26 herein this Scope of Services, Contractor shall be responsible for managing all emergencies occurring on the RF site and notifying CRRA of any such emergencies pursuant to CRRA's Emergency Notification Procedures presented in **Exhibit M** of this Agreement. Such CRRA emergency notification procedures shall be incorporated into Contractor's Operation And Maintenance Plan And Safety Program Manual and may be amended from time to time. Contractor shall respond to emergencies as a key holder to all alarms and trouble conditions. The definition of "Emergency," as contemplated in this Scope of Services includes, but is not limited to, a fire, explosion, release of petroleum or hazardous substance (including tip floor water), Equipment or vehicle accident, damage to buildings and other RF structures, injuries to persons.

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

3. COMMODITY MARKETING FOR CSWS RECYCLABLES

3.1 Marketing of Products

The Contractor shall be responsible for marketing and have the right to market the recovered materials at the RF and the Transfer Stations and shall be responsible for transporting these materials to market.

3.2 CRRA Reserved Marketing Rights

CRRA reserves the right to obtain market proposals itself with 30 days advance notice to the Contractor. If CRRA's marketing efforts obtain better prices than are obtained by the Contractor's efforts, CRRA shall be entitled to any differential between the revenue amount generated by the Contractor's marketing efforts and the revenue amount generated by CRRA's marketing efforts, but in all such cases, CRRA, and not the Contractor, shall be responsible for collecting such revenues and Contractor shall be paid (or shall be credited

Form of Agreement – Exhibit A

on the applicable invoices) as if all such revenues had been timely collected. Contractor is obligated to provide monthly market updates on each commodity, including long and short term market strategies for commodities with decreasing or negative prices.

EXHIBIT B: COMPENSATION SCHEDULE

[The Compensation Schedule based on the successful Proposer's(s') Proposal Price Form, as such Form may be modified as a result of negotiations between CRRA and the successful Proposer.]



**CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective November 16, 2012

CONNECTICUT RESOURCES RECOVERY AUTHORITY
CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING PROCEDURES

TABLE OF CONTENTS

1.	GENERAL	1
1.1	Definitions.....	1
1.2	Preamble	9
1.3	General Principles of Interpretation.....	10
2.	PERMITTING	10
2.1	Permit Application	10
2.2	Submission of Permit Application.....	11
2.3	Guaranty of Payment	11
2.4	Issuance and Renewal of Permit	12
2.5	Tare Weights	13
2.6	Miscellaneous.....	13
2.7	Municipal Permits.....	14
3.	INSURANCE	14
3.1	Insurance.....	14
3.2	Indemnification	16
4.	OPERATING AND DISPOSAL PROCEDURES	17
4.1	Delivery of Acceptable Solid Waste	17
4.2	Delivery of Acceptable Recyclables	18
4.3	Access to the Facility.....	18
4.4	Access to the Recycling Facility.....	18
4.5	Temporary Emergency Access to the Facilities	19
4.6	Hours for Delivery.....	19
4.7	Vehicle Standards for Deliveries to the Facilities.....	19
4.8	Disposal Procedures	20
4.9	Weight Tickets.....	23
4.10	Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	23
4.11	Recycling Facilities Load Rejection Policy	24
5.	BILLING.....	25
5.1	Payment of Invoices	25
5.2	Liability for Payment of Invoices.....	25
5.3	Past Due Invoices	26
5.4	Miscellaneous.....	26
5.5	Return Check Policy.....	26
5.6	Disputes on Billing.....	26
6.	SANCTIONS.....	27
6.1	Sanctions.....	27
6.2	Appeal Process	27
7.	LEGAL	29

7.1 Consistent with Municipal Solid Waste Management Services Contract..... 29
7.2 Governing Law 29

APPENDIX A: Examples of Violations and Sanctions.....A-1
.....

1. GENERAL

1.1 Definitions

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

- (a) “**Acceptable Recyclables**” shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

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

- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste as defined herein deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (f) “**By-Pass Waste**” shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
- (g) “**Commingled Container Recyclables**” shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
 - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

- (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
 - (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
 - (5) PET (polyethylene terephthalate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.
 - (6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.
 - (7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.
 - (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.
- (h) “Connecticut Solid Waste System” shall include the Facilities.
- (i) “**Contaminated Soil**” shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale

materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

- (j) **“Designee”** shall mean
 - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.
- (k) **“Effective Date”** shall mean November 16, 2012.
- (l) **“Facility”** shall mean CRRA’s waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (m) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (n) **“Guarantyof Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement” shall mean an agreement between CRRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.**
- (p) **“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfill, as applicable. **“Hazardous Waste”** shall also include such other waste as deemed by CRRA in its sole discretion to be **“Hazardous Waste.”**
- (q) “

- (r) “**Mixed Load**” shall mean Solid Waste from more than one municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.
- (s) “**Municipal Solid Waste Management Services Agreement**” or “**MSA**” shall mean the Agreement between CRRA and a Participating Municipality for the processing and disposal at the Facilities of Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (t) “**Non-Processible Waste**” shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
 - (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
 - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
 - (3) Scrap/Light Weight Metals (as hereinafter defined);
 - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
 - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
 - (6) Christmas trees;
 - (7) Automobile tires with/without rims, and
 - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (u) “**Non-CRRA Recycling Facility**” shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling

in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

- (v) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
- (w) **“Paper Fiber Recyclables”** shall mean”
 - (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled,
 - (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut-down to 3 feet by 3 feet. Bundles may only be tied with string.
 - (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
 - (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
 - (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.
- (x) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Agreement or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the CRRA web site (<http://www.crra.org>) for a list of Participating

Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (y) **“Permit Application”** has the meaning set forth in Section 2.1.
 - (z) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.
 - (aa) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
 - (bb) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- “Recycling Facility”** shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.
- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the System.
 - (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-CRRA Recycling Facility has processed Solid Waste.
 - (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-CRRA Recycling Facility for processing.
 - (ff) **“Scrap/Light Weight Metals”** shall mean the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
 - (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
 - (hh) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
 - (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or

special approval by the Connecticut Department of Energy and Environmental Protection (“DEEP”) or another non-Authority entity.

(jj) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Solid Waste for transport to a destination of ultimate disposal.

(kk) “**Unacceptable Recyclables**” shall include

- (1) Unacceptable Waste;
- (2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes;; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
- (4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

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

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

- (2) Any item of waste that is either smoldering or on fire;
 - (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
 - (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
 - (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
 - (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.
- (mm) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and any additional municipal solid waste facility (ies) deemed to be economically or operationally necessary by CRRA to fulfill its mission under the Connecticut General Statutes..
- (nn) **“Waste Hauler”** shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.
- (oo) **“White Metals”** shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures amend and supercede in their entirety the Mid-Connecticut Project Permitting, Disposal and Billing Procedures. These procedures may be further amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at www.crра.org.

1.3 General Principles of Interpretation

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

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon ("Permit Application"), including but not limited to:
 - (1) General company/business information;
 - (2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
 - (3) Origin of all waste that applicant will collect;
 - (4) Estimated delivery volumes; and
 - (5) An executed "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

In connection with the foregoing, each applicant shall also execute and submit to CRRA as attachments to the permit application, the following:

- (6) A "Hauler Agreement"

- (7) A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;
- (8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (9) Any applicable fees; and
- (10) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

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

2.3 Guaranty of Payment

- (a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same. At its sole and absolute discretion, CRRA may increase a guaranty of payment for any Permittee that fails to meet payment terms in accordance with Section 5.1.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
 - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application within twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

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

2.6 Miscellaneous

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

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

2.7 Municipal Permits

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

3. INSURANCE

3.1 Insurance

3.2

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial General Liability as specified by the most recent version of ISO Form Number CG 001 (occurrence).
 - (2) Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto).
 - (3) Workers' Compensation insurance as required by statute and employers' liability insurance.
- (b) Minimum Limits

Permittee shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury

2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
 - b. Include Owned, Hired and Non-Owned Auto Liability
 3. Workers' Compensation: Statutory Limits
 4. Employers' Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
- (c) Each applicant or Permittee shall submit along with its permit application or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below. .
- (d) All policies for each insurance required above shall contain the following provisions:
1. CRRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Permittee:
 - a. Commercial General Liability
 - b. Automobile Liability
 2. The Permittee agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further it shall be an affirmative obligation upon Permittee to CRRA's Risk Manager at Fax No. 860-757-7740, e-mail lmartin@crra.org or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741 within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Permit.
 3. The Permittee shall waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Permit.
 4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) Permittee's insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or

- jurisdiction(s) where the work is being performed, unless otherwise approved by CRRA.
- (f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
 - (g) Permittee shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.
 - (h) All Certificates of Insurance must be received and approved by CRRA before any Permit is issued.
 - (i) Permittee shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
 - (j) No provision of this Section 3 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages other costs and expenses.
 - (k) CRRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for:
 - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
 - (l) For purposes of this Section 3, the terms applicant or Permittee shall include subcontractor thereof.

3.3 3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees

and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

- (a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.
- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through

Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.

- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.
- (g) CRRA may accept Recycling Residue from a Non-CRRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

4.2 Delivery of Acceptable Recyclables

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

4.3 Access to the Facility

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

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B or C.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B or C.

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

4.5 Temporary Emergency Access to the Facilities

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

4.6 Hours for Delivery

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

4.7 Vehicle Standards for Deliveries to the Facilities

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in

compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.

- (b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.
- (d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

4.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (b) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (e) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges. No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (h) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (i) Unacceptable Waste, Special Waste and any material which CRRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which CRRA has determined should be rejected is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a

reloading fee of five hundred dollars (\$500.00). CRRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which CRRA has determined should be rejected, CRRA may

- (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected and made recommendations, and/or
 - (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material , revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.
- (o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
- (q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.

- (t) No loitering is permitted at any of the Facilities.
- (u) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.
- (v) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (w) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (x) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.
- (y) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (z) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (aa) Mechanical densifying of aluminum containers and plastic containers is allowed (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (bb) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (cc) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Recycling Facilities.
- (dd) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from CRRA.
- (ee) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

4.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

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

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:
 - (1) The entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee. Any Acceptable Mixed Load that contains Acceptable Solid Waste subject to different tip fees shall be charged the highest tip fee that is charged to any of the Participating Municipalities from which the waste originated.
 - (2) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (3) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized by CRRA to be disposed of at such Waste Facility.

- (4) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.
- (b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

- (a) CRRA or its Designee will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the terms and conditions hereof. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.
- (b) Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.
- (c) Loads will be considered unacceptable if any of the following apply:
 - (1) They originate from more than one municipality.
 - (2) They are found to be contaminated and/or unprocessable.
 - (3) CRRA has previously communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without prior written approval of CRRA.
- (d) Loads will be considered contaminated if any of the following apply:
 - (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.
 - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
 - (3) A load of Single Stream Recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than Acceptable Paper Fiber Recyclables or Acceptable Commingled Container Recyclables.

- (e) Loads will be considered unprocessable if any of the following apply:
- (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
 - (2) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
 - (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

5. BILLING

5.1 Payment of Invoices

- (a) Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay in full such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

5.2 Liability for Payment of Invoices

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

5.3 Past Due Invoices

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

5.4 Miscellaneous

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

5.5 Return Check Policy

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

5.6 Disputes on Billing

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

shall be considered or made by CRRA for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of violations and their applicable sanctions. However, **Appendix A** is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in **Appendix A** if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Facilities;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee’s most recent violation, the Permittee’s record will be considered clear and any subsequent violation after the six (6) month period will be considered the Permittee’s first violation.

6.2 Appeal Process

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

The following process must be followed to preserve the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation (“Incident Report”) on the violation at issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) If the Permittee/hauler’s request to initiate the appeals process is granted, any monetary fine(s) imposed against it in accordance with Appendix A shall be stayed pending the final decision of the Appeals Committee. If the appeal is denied or the monetary fines are reduced by the Appeals Committee, Permittee/hauler will be invoiced accordingly and the amount shall be paid in full by such Permittee/hauler within twenty (20) days from the date of such invoice.
- (g) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (h) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.

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

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

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

7.2 Governing Law

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

(f) ss

APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible & Unacceptable Waste Violation	Misrepresentation of Origin Violation	Truck Route Violation
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 and any delivery of Unacceptable Waste	Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1 st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	Written Warning to the Permittee
2 nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3 rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4 th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5 th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6 th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

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

EXHIBIT D: CRRA PERMITS

The Permits listed below are those CRRA Permits referred to in Section 2.17 of the Agreement, which are incorporated herein by reference, and include all CTDEEP Permits and all P&Z Permits for which CRRA is and shall remain the permittee.

1.1 Solid Waste Permit To Construct And Operate (No. 0640734)

- Permit (02/20/07)
- DEP Approval of Single Stream Equipment Upgrade (Dated June 2008)
- Note: CRRA submitted a timely solid waste permit renewal application on October 19, 2011. CT DEEP has not yet issued a renewed permit; accordingly, the Recycling Facility continues to operate under the permit issued 2/20/07.

1.2 Stormwater Discharge Certificate (No. GS1000814)

EXHIBIT E: PRE-CONDITION INSPECTION REPORT

[The Pre-Condition Report, as specified in Article 2.2 of the Agreement will be added by CRRA upon completion]

EXHIBIT F: LISTING OF CRRRA EQUIPMENT

[The Listing of CRRRA Equipment, will be added by CRRRA into the final Agreement]

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

OWNER (Name and Address):

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

AGREEMENT FOR OPERATION/ MAINTENANCE SERVICES FOR THE MID-CONNECTICUT REGIONAL RECYCLING CENTER

Date: _____, 2013

Amount:

Description (Name and Location):

CRRA Mid-Connecticut
Regional Recycling Center

BOND

Date: _____, 2013

Amount: \$ _____

TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Agreement For Operation and Maintenance Services For The Mid-Connecticut Regional Recycling Center (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default

(as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and

- 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
 - 4.4. Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond three (3) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2. Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Damages, whether actual or liquidated damages, caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Services or part of the Services are located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs last. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Definitions.

Form of Agreement – Exhibit G

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

CONTRACTOR AS PRINCIPAL

SURETY

[Contractor]

Company:

By: _____
Its
Address:

By: _____
Its
Address:

LETTER OF CREDIT

Irrevocable Standby Letter
of Credit No.

Issuance Date: __, 2013

Beneficiary:

Expiration Date: _____, 20__

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

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in favor of the "Beneficiary", Connecticut Resources Recovery Authority, at the request and for the account of Contractor, _____, _____, _____, _____, _____, _____, for the sum or sums up to the aggregate amount of _____ and 00/100 (\$ _____) dollars available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on ____ __, 200__ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. _____."

Drafts must be accompanied by a certified statement from the President or the Director of Operations of the Beneficiary that [Contractor] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Operation and Maintenance Services For The Mid-Connecticut Regional Recycling Center between [Contractor] and Beneficiary, dated as of _____, 2013, as amended.

Partial drawings hereunder are permitted.

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

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including any liquidator, rehabilitator, receiver or conservator or any assignee of the named Beneficiary.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of the Bank under this Letter of Credit is the individual obligation of the issuing Bank and is in no way contingent upon reimbursement with respect thereto.

Form of Agreement – Exhibit G

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

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

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practices for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter of Credit expires during an interruption of business of this bank, [name of issuing Bank] hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Bank]

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. 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.



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING FACILITY" (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____
Name (Print): _____
Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING FACILITY" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter “None” in the space provided for the “Name of Consultant.”)

Name of Consultant:	
Name of Consultant's Firm:	
Description of the Basic Terms of the Consulting Agreement:	
Brief Description of the Services Provided:	
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is “Yes,” the following information must be provided.	
Name of Former Agency:	
Date Employment Terminated:	

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING 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/statement of qualifications submitter 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/statement of qualifications for the "AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING FACILITY" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between April 1, 2013 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/statement of qualifications 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/statement of qualifications 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/qualifications 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/statement of qualifications for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

Thomas Gaffey, Director of Recycling and Enforcement
Roger Guzowski, Contract and Procurement Manager
Peter Egan, Director of Operations and Environmental Affairs
Thomas Kirk, President

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

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Brendan Sharkey, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____, 20 ____

Notary Public/Commissioner of the Superior Court

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

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall **not** include:

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

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

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

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



PRESIDENT'S CERTIFICATION CONCERNING GIFTS

AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING FACILITY

Awarded To

[NAME OF CONTRACTOR]

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES [AND/OR] COMMODITY MARKETING SERVICES FOR THE CSWS RECYCLING FACILITY" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

CSWS RECYCLING FACILITY

FIRE/PROPERTY DAMAGE REPORTING PROCEDURES

The following procedures currently apply in the event of a fire or damage incident at the identified facilities. These procedures also show the reporting sequence during normal CRRA office hours and continuing over a 24-hour period.

RECYCLING PROCESSING FACILITY - HARTFORD

Fires or other physical damage incidents must be reported as follows:

1. Contractor personnel contact:

CRRA Staff Member	Contact Info.	Type
George Carlson, Facilities Manager	(860) 757-7782	Office
	(860) 729-0081	Cell
Mary Anne Bergenty, Field Manager	(860) 757-7761	Office
	(860) 250-1463	Cell

2. Facilities Manager contacts each of the following:

CRRA Staff Member	Contact Info.	Type
Lynn Martin, Risk Manager*	(860) 757-7780	Office
	Lmartin@crra.org	E-mail
Thomas Gaffey, Enforcement/Recycling Director	(860) 757-7735	Office
	(860) 922-6189	Cell
	Tgaffey@crra.org	E-Mail
Peter Egan, Director of Operations and Environmental Affairs	(860) 757-7725	Office
	(860) 305-2946	Cell
	(860) 378-0334	Home
	Pegan@crra.org	E-Mail
Paul Nonnenmacher, Director of Public Affairs	(860) 757-7771	Office
	(860) 214-9772	Cell
	(203) 270-1797	Home

Form of Agreement – Exhibit M

* **If Lynn Martin is not available**, the Facilities Manager Calls or E-mails at least one of the following:

Person	Contact Info.	Type
Jim Slavens York - Specialized Loss Adjusting	(646) 345-4091	Office/ Mobile
	(508) 437-0447	Fax
	Jim.Slavens@yorkrsg.com	E-mail
OR		
Robert Welsh, Aon Risk Solutions	(212) 479-4128	Office
	(212) 479-4244	Fax
	Robert.Welsh@aon.com	E-mail
OR		
Lisa M. Janney, VP, Account Executive Aon Risk Solutions	(202) 429-8579	Office
	Lisa.Janney@aon.com	E-mail