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C.R.R.A.

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

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

This **AGREEMENT FOR OPERATION & MAINTENANCE SERVICES AND COMMODITY MARKETING SERVICES FOR THE CONNECTICUT SOLID WASTE SYSTEM RECYCLING FACILITY** (this "Agreement") dated as of the 31st day of October 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 **FCR, LLC** ("Contractor"), a Delaware limited liability company having a principal place of business at 809 West Hill Street, Charlotte, NC 28208. CRRA and Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

PRELIMINARY STATEMENT

WHEREAS, CRRA owns and operates a certain regional recycling center located at 211 Murphy Road in Hartford, Connecticut (the "RF"); and

WHEREAS, Contractor previously performed certain operation and maintenance services for CRRA at the RF, pursuant to that certain Agreement for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Mid-Connecticut Regional Recycling Center by and among CRRA, Contractor and Casella Waste Systems, Inc., and dated August 2005, as amended by that certain First Amendment to Agreement for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Mid-Connecticut Regional Recycling Center dated on or about July 31, 2005, as further amended by that certain Second Amendment to Agreement for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Mid-Connecticut Regional Recycling Center dated on or about February 21, 2008, as further amended by that certain Third Amendment to Agreement for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Mid-Connecticut Regional Recycling Center dated on or about July 1, 2008, as further amended by that certain Fourth Amendment to Agreement for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Mid-Connecticut Regional Recycling Center dated on or about March 1, 2009, and as further amended by that certain Fifth Amendment to Agreement for Design, Upgrade, Retrofit and Operation/Maintenance Services for the Mid-Connecticut Regional Recycling Center dated on or about December 31, 2009 (as so amended, the "Prior Agreement"), which Prior Agreement was among CRRA, Contractor (f/k/a FCR, Inc.) and Casella Waste Systems, Inc. ("Casella"); and

WHEREAS, CRRA delivered notice to Contractor and Casella by letter dated February 6, 2013, that CRRA was terminating the Prior Agreement effective August 10, 2013, with such

termination date subsequently being extended with respect to the obligations of CRRA and Contractor to the earlier of (i) October 31, 2013, and (ii) the effective date of this Agreement, pursuant to letter agreements between CRRA and Contractor dated on or about August 7, 2013, September 12, 2013 and October 14, 2013; and

WHEREAS, 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** (collectively, 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.

“**Acceptable Recyclables**” shall mean the following types of Solid Waste generated by and collected from residential, commercial, institutional, governmental and other establishments 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, but subject to the reasonable compensation provisions of **Section 2.9**, 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 discretion, 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.

“**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 failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (h) 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 and Commodity Marketing Services For The Connecticut Solid Waste System Recycling Facility by and between CRRA and Contractor, together with Exhibits A-O (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto, but not the RFP and its addenda creating 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.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Connecticut are authorized or required to close.

“Cardboard” or **“OCC”** means cardboard commodities sorted from Acceptable Recyclables and processed for sale. Unless otherwise specified, cardboard commodities shall conform to the specifications for (11) Old Corrugated Containers (OCC). .

“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 the Effective Date.

“Commercial Recyclables” shall mean any Acceptable Recyclables delivered by or on behalf of either Party that are 65% Commercial Mix, 75% Commercial Mix, Baled OCC or Pre-Sorted OCC, as each is described in **Section 2 of Exhibit B.**

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

“Containers” shall mean glass, metal, and plastic and aseptic commingled bottles, cans, and related containers sorted from Acceptable Recyclables and processed for sale.

“Contract Year” shall mean each twelve-month period during the Term commencing on July 1 of each year and ending on June 30th of the following year, except that the first Contract Year shall begin on the Commencement Date and end on the following June 30th. For example, the first Contract Year shall begin on the Commencement Date and shall end on June 30, 2014; the second Contract Year shall begin on July 1, 2014, and shall end on June 30, 2015, and so forth.

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

“Contractor Equipment” shall mean the property listed in Section 3 of **Exhibit F.**

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

“Contractor-Sourced Recyclables” shall mean Acceptable Recyclables that: (i) are delivered to the RF by or on behalf of Contractor for its account pursuant to the terms hereof; and (ii) are not CSWS Recyclables.

“Copes” shall have the meaning set forth in **Section 2.15(c).**

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

“CRRA Compensation” shall have the meaning set forth in **Exhibit B.**

“CRRA Customers” shall have the meaning set forth in **Section 2.15(c).**

“CRRA Equipment” shall have the meaning set forth in **Section 2.2.** In no event shall CRRA Equipment include any Contractor Equipment.

“CRRA Indemnified Party” or **“CRRA Indemnified Parties”** shall have the meaning set forth in **Section 5.1.**

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

“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 all Acceptable Recyclables delivered into the CSWS for CRRA’s account under any of the following circumstances:

- (i) Acceptable Recyclables delivered to the RF at any time on or after July 1, 2013 by or on behalf of Participating Municipalities;
- (ii) Acceptable Recyclables delivered to the RF at any time on or after July 1, 2013 by commercial waste haulers pursuant to a Hauler Agreement in effect on or after July 1, 2013; and
- (iii) Acceptable Recyclables delivered to the RF at any time on or after July 1, 2013, by or on behalf of any entity other than a Participating Municipality or a commercial waste hauler, pursuant to an agreement or other special arrangement with CRRA in effect on or after July 1, 2013 (other than this Agreement) for the processing and disposal of Solid Waste and/or Acceptable Recyclables at the waste facilities selected by CRRA.

“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.

“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 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 a delay in or prevention of either Party’s performance of any of such Party’s obligations hereunder; (2) is beyond the reasonable control of such Party; and (3) continues notwithstanding such Party’s reasonable efforts to correct or eliminate such act or event thereof and such Party’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 a Party’s performance hereunder caused by (i) acts of God, landslides, lightning, earthquakes, fires, explosions, floods, storms or similar occurrences, or (ii) acts of the public enemy, wars, blockades, insurrections, riots,

restraints of governments and people, civil disturbances, acts of terrorism or similar occurrences;

(b) Strikes, work stoppage, secondary boycotts or walkouts; provided, however, that a strike, work stoppage, secondary boycott or walkout by the employees of any Party or employees of any Affiliate(s) of any Party, 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 a Party's performance under this Agreement, if not the result of the fault of such Party.

"Hauler Agreement" shall mean a written agreement between CRRA and a commercial waste hauler, excepting this Agreement, under which the commercial waste hauler is authorized to deliver certain waste and recyclables to CRRA.

"Hazardous Waste" shall mean waste, which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.

"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.

"Minimum Contractor Quantity" shall have the meaning set forth in Section 2.15.

"Mislabeled Load" shall have the meaning set forth in Section 2.18.

"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 (in certain cases) Acceptable Recyclables to CRRA.

"OCC Baler" shall mean that certain refurbished 1995 Selco 8110 AR 100 hp baler located in the RF as of the Effective Date and used to bale old corrugated cardboard.

"Operation and Maintenance and Safety Plan" shall have the meaning set forth in Section 2.1.

"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" shall mean old newspapers, commingled with various other paper materials including old magazines, junk mail, printing and writing paper, and any other paper items or paper materials that CRRA and Contractor shall mutually agree are 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 is a party to a Municipal Service Agreement or which has special arrangements with CRRA (in either case in effect on or after July 1, 2013) 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 Affiliate(s).

“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.

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

“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 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 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” shall mean 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 have the meaning set forth in the Procedures.

“Spare Parts Inventory” shall mean those items separately listed and designated as spare parts in the Equipment Plan.

“State” (or **“state”**) shall mean the State of Connecticut unless otherwise required by the context.

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

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

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

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

“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; (iii) electronics, such as computers and televisions, and (iv) 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-Processable 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 either Party shall include such Party's employees and the authorized agents or other representatives of such 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 limited liability company duly organized and validly existing in good standing in the jurisdiction of its formation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter or other formation document, by-laws and Applicable Laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws, 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 Effective Date, 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.
- (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) The Contractor has procured or shall timely procure all Contractor Permits, approvals and registrations necessary to perform its obligations hereunder, and shall maintain all such Contractor Permits, approvals and registrations throughout the Term. As of the Effective Date, CRRA is not aware of any Contractor Permits, approvals or registrations necessary for Contractor to perform its obligations hereunder that are not already in place.

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.

(e) CRRA has procured or shall timely procure all CRRA Permits, approvals and registrations necessary to perform its obligations hereunder, and shall maintain all such CRRA Permits, approvals and registrations throughout the Term.

ARTICLE 2: 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, including but not limited to the terms of the Operation and Maintenance and Safety Plan attached hereto as **Exhibit N** (the “Operation and Maintenance and Safety Plan”).

2.2 Pre-Commencement Activities and Pre-Commencement Inspection.

The Contractor has performed the activities (the “Pre-Commencement Activities”) described in this Section 2.2 so as to enable it to timely commence performance of the Services as of the Commencement Date. The Pre-Commencement Activities consisted of the following:

(i) Preparing and adopting an equipment plan (the “Equipment Plan”), which CRRA has approved, including the separately listed (and otherwise detailed as necessary) equipment and related materials owned by CRRA and contained in the RF recyclables system (the “CRRA Equipment”) deemed necessary by Contractor to perform the Services under this Agreement, and which is attached hereto as **Exhibit F**; and

(ii) Obtaining at Contractor’s sole expense, any items not listed in the Equipment Plan that Contractor does not already own or otherwise control, and necessary for Contractor’s performance of the Services.

Contractor has completed the Pre-Commencement Activities, including performing a physical inspection of the RF with CRRA to identify pre-existing maintenance and/or repair activities, if any, that Contractor is responsible for performing, which has been put in writing and incorporated into **Exhibit E** of this Agreement (the “Pre-Existing Condition Inspection Report”). Upon the completion by Contractor 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.

2.3 Labor, Materials and Restoration

Contractor shall, at its sole cost and expense:

- (a) Furnish all labor, materials, supplies, tools, 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 in its commercially reasonable discretion, 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, the cost thereof to be paid by Contractor unless such cost is expressly set forth herein as required to be borne by CRRA.

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 employees, agents or representatives performing activities at the RF or the RF Site. Such cooperation shall include, at a minimum, routine reporting (including those reports required pursuant to **Section 2.11**), communications with CRRA and third 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 and in good faith agree in writing on the amount of such reasonable compensation. 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 and in good faith agree in writing on the amount of such adjustment(s). Notwithstanding the foregoing, if CRRA changes the receiving hours for accepting Acceptable Recyclables at the RF in accordance with Section 3.2 of the Operation and Maintenance and Safety Plan, for each such additional receiving hour, CRRA shall compensate the Contractor at the rate of Sixty Dollars (\$60.00) for each such additional receiving hour, and this hourly payment shall constitute the Contractor's additional compensation from CRRA under this Section with respect thereto. Contractor will provide

CRRA with a monthly invoice for all such additional hours, and payment therefor shall be made through a set-off against amounts owed CRRA by Contractor hereunder.

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 increased costs, then the Parties shall mutually and in good faith agree as to the amount of reasonable compensation that Contractor shall be entitled to from CRRA for such costs.

2.10 CRRA Equipment

For its performance of Services, CRRA shall permit Contractor to use the CRRA Equipment listed on **Exhibit F**. 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. The Parties anticipate that, except for the OCC Baler, the CRRA Equipment in place at the RF as of the Effective Date, has sufficient useful life remaining such that no replacement(s) of such CRRA Equipment shall be necessary during the Initial Term. Notwithstanding the previous sentence, if any replacement(s) of the CRRA Equipment become necessary during the Initial Term, then in such event(s) Contractor shall replace such CRRA Equipment; provided, however, that Contractor's obligation to replace the OCC Baler shall be limited to a replacement in a condition equivalent to the condition of the OCC Baler on the Effective Date, except for ordinary wear and tear from such time to the date of replacement.

If during any Renewal Term, Contractor reasonably believes that the replacement of any CRRA Equipment is necessary (in each such instance "Replacement CRRA Equipment"), then in each such instance Contractor shall obtain CRRA's consent (not to be unreasonably withheld) for the installation of such Replacement CRRA Equipment. If CRRA so consents, the Parties shall agree on a depreciation schedule covering any remaining Renewal Term(s) for such Replacement CRRA Equipment; such agreement being a condition to the effectiveness of such CRRA consent. Upon installation, all Replacement CRRA Equipment shall be CRRA Equipment owned by CRRA. Upon expiration of the Term and Contractor's satisfaction of the requirements of this Section 2.10, CRRA shall pay Contractor the depreciated value, if any, of any and all Replacement CRRA Equipment, as consented to and agreed upon pursuant to this Paragraph.

Upon the expiration or earlier termination of this Agreement, 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 on the Effective Date or at the time of installation by Contractor pursuant to this **Section 2.10** (as applicable), except for ordinary wear and tear from such applicable time to the expiration or earlier termination hereof; or, if not possible for any reason, shall provide equivalent equipment, free and clear of all liens and encumbrances, having a value equivalent to the value of such CRRA Equipment on the Effective Date or at the time of installation by Contractor (as

applicable), minus ordinary wear and tear from such applicable time to the expiration or earlier termination hereof, in either case within twenty-four (24) hours of such expiration or earlier termination.

Upon either: (i) the expiration of this Agreement on or after June 30, 2017, pursuant to the terms of Section 4.1; or (ii) any the termination of this Agreement because of an Event of Default by the Contractor; Contractor shall sell to CRRA for the sum of one dollar (\$1.00), a complete Spare Parts Inventory, with all parts comprising such Spare Parts Inventory being stored at the RF at the time of such expiration or termination. If for any reason a complete Spare Parts Inventory is not located at the RF at the time of such expiration or termination, then Contractor shall deliver (or cause to be delivered) to the RF any missing spare parts necessary to complete the Spare Parts Inventory, within thirty (30) Business Days after such expiration or termination. In addition, CRRA shall have the option, exercisable within thirty (30) Business Days after such expiration or termination, to purchase from Contractor at Contractor's cost, any amount of the spare parts located at the RF that are not part of the Spare Parts Inventory.

This **Section 2.10** shall survive termination of this Agreement.

2.11 Progress Reporting and Meetings

Throughout the Term, Contractor shall prepare and timely submit to CRRA a monthly written report that sets forth the items detailed below. Within seven (7) Days of the delivery of any such written report, representatives of CRRA and Contractor may meet to review any issues set forth in such 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) **Health & Safety incident report** - On a prompt basis (immediate if involving injury), Contractor shall report to CRRA any health or safety incident and/or issue that occurs at the RF.
- (b) **Daily bale inventory report** - per commodity conducted prior to the start of the Business Day and sent electronically.
- (c) **Weekly operations and maintenance status Report** – Contractor shall provide a weekly report, in a format that is acceptable to CRRA that shall explicitly detail the tons of recyclables processed per hour and the status of currently-planned and ongoing maintenance activities at the RF, including removal of dust and debris and housekeeping.
- (d) **Weekly staffing report** – On a weekly basis, Contractor will provide to CRRA, in a format that is acceptable to CRRA, a staffing report showing current staffing levels and number of shifts being utilized at the RF.

- (e) **Organizational updates** – On a monthly basis, Contractor will provide to CRRA a contemporaneous organizational chart at the RF by position.
- (f) **Monthly market update** – On a monthly basis, Contractor will provide to CRRA an updated market status report.
- (g) **Monthly spare parts inventory report** - detailing parts and equipment in stock on the premises for repair/replacement purposes.
- (h) **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, number of shifts utilized, number of personnel, and any other related financial information.
- (i) **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 CRRA’s sole discretion, CRRA shall draft and produce the forms for all reports required under this **Section 2.11**. At CRRA’s commercially reasonable discretion, CRRA may revise and change the reporting responsibilities of Contractor under this **Section 2.11**.

2.12 Contractor Obligation to Process Acceptable Recyclables

Subject to the express provisions and limitations contained in this Agreement, 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. In no event shall Contractor be required to process any Acceptable Recyclables provided to the Contractor by CRRA that would cause the RF to exceed its legally permitted capacity. 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 commercially reasonable discretion, agrees to such increase and/or extension.

2.14 Maintenance and Security of RF Real Property

During the Term, and except for the CRRA project offices and trash museum, 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 and financially responsible to protect and secure all CRRA Equipment used in its performance of the Services. Contractor shall provide the level of security, including twenty-four hour video monitoring, Contractor deems necessary to secure the RF and RF Site during Contractor's performance under this Agreement.

2.15 Available RF Capacity

(a) Subject to the provisions of this Section 2.15 and the put-or-pay and other requirements in Exhibit B, Contractor may receive and process Contractor-Sourced Recyclables at the RF and shall in any event deliver or cause to be delivered to the RF a minimum of 10,000 Tons of Contractor-Sourced Recyclables (the "Minimum Contractor Quantity") during each Contract Year, including the first Contract Year, provided that in the first Contract Year or the last Contract Year, such 10,000 Ton figure shall be pro-rated based on the actual number of Days in each such Contract Year as against 365 Days.

(b) Contractor may deliver or cause to be delivered to the RF Contractor-Sourced Recyclables in excess of the Minimum Contractor Quantity; provided that (i) the RF has available permitted capacity to accommodate the requested additional Contractor-Sourced Recyclables without interfering with the acceptance and processing of all CSWS Recyclables; and (ii) Contractor notifies CRRA of its intent to deliver Contractor-Sourced Recyclables from specific sources no later than three (3) Business Days prior to the first delivery thereof.

(c) Contractor shall not be entitled under this Agreement to claim as Contractor-Sourced Recyclables, any CSWS Recyclables. For clarification and avoidance of doubt, the Parties agree that neither Contractor nor any Affiliate shall directly or indirectly solicit, deliver or arrange for the delivery of Acceptable Recyclables for its account, at any time that such Acceptable Recyclables are being delivered as CSWS Recyclables, by or on behalf of a Participating Municipality, a commercial waste hauler or any other entity or entities, pursuant to an MSA, a Hauler Agreement or other special arrangement with CRRA in effect on or after July 1, 2013 and under which Acceptable Recyclables are delivered to the RF at any time on or after July 1, 2013. More particularly and with respect to a Hauler Agreement, CSWS Recyclables means those Acceptable Recyclables originating within a particular municipality that are collected by the commercial waste hauler pursuant to such Hauler Agreement if any Acceptable Recyclables were delivered to the RF at any time on or after July 1, 2013 pursuant to such Hauler Agreement. By way of example and not limitation, all Acceptable Recyclables originating within the City of Waterbury and collected by Copes Rubbish Removal Inc. (“Copes”) are CSWS Recyclables because Copes had a Hauler Agreement in effect on or after July 1, 2013 pursuant to which Acceptable Recyclables were delivered to the RF at any time on or after July 1, 2013. Based on the foregoing, CRRA represents to Contractor that the list of “CRRA Customers” is attached hereto as **Exhibit O**. Contractor shall request and receive CRRA’s written consent before Contractor or any Affiliate may, directly or indirectly, solicit, deliver or arrange for the delivery of Acceptable Recyclables for its account, from any entity listed on **Exhibit O** but that is no longer a CRRA Customer. CRRA acknowledges that Contractor has contracted with the Town of West Hartford, Connecticut (the “Town”) to process Acceptable Recyclables and agrees that such Acceptable Recyclables are Contractor-Sourced Recyclables expressly exempted from the consent requirement of this subsection, and that such Acceptable Recyclables may be delivered directly to the RF by the Town’s haulers and that notwithstanding any other provision of this Agreement, CRRA’s written approval shall not be required for the Contractor to process Acceptable Recyclables from the Town under this Agreement; provided, however, that CRRA shall retain for its account all Acceptable Recyclables originating in the Town that may be delivered by a “CRRA Customer.”

(d) The price that Contractor will pay to CRRA for Contractor-Sourced Recyclables meeting certain specifications is set forth in **Exhibit B**. For Contractor-Sourced Recyclables not meeting the specifications set forth in **Exhibit B**, CRRA and Contractor shall agree on the pricing therefor before Contractor may deliver them to the RF.

(e) 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 affect the validity or scope of Contractor’s warranties or guarantees under this Agreement;

(f) At CRRA’s request, Contractor shall make representations and warranties to CRRA as to the types, quantity, quality, term and origin of any Contractor-Sourced Recyclables; and

(g) CRRA and Contractor shall mutually agree upon invoice and billing procedures for such Contractor-Sourced Recyclables, consistent with **Exhibit B** and the other requirements herein.

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.

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 Affiliate(s) 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 (as necessary), but not the truck scale or, unless Contractor activates it, the rail scale, 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.

2.18 Load Determinations

All vehicles delivering Acceptable Recyclables to the RF shall be weighed in accordance with Section 3.3 and the Procedures. All determinations regarding weighing shall be made in CRRA's sole discretion. Nothing in this section may be interpreted to interfere with CRRA's sole authority to conduct enforcement activities at the RF in accordance with the Procedures. As so determined by CRRA, if: (i) any load claimed to contain Contractor-Sourced Recyclables contains at least 10% by weight of CSWS Recyclables; or (ii) any load claimed to contain CSWS Recyclables contains at least 10% by weight of Contractor-Sourced Recyclables (in the case of either (i) or (ii), a "Mislabeled Load"); then the hauler or other Person delivering such load shall be subject to the warning and other sanctions contained in the Procedures. If after a period of thirty Days from the date of such delivery, such hauler or other Person again delivers one or more Mislabeled Loads, then each such Mislabeled Load shall be deemed to be comprised of 100% CSWS Acceptable Recyclables under the facts of (i), and 100% Contractor-Sourced Recyclables under the facts of (ii).

Upon arrival at the RF, all vehicle drivers shall identify the origin of each load to the scale operator in accordance with the Procedures, and shall identify each load as being either Commercial Recyclables or otherwise. Each vehicle driver who identifies any load as Commercial Recyclables shall be provided a grading slip after the vehicle weight is recorded by the scale operator and shall be instructed to wait in the yard until receiving instructions to dump the load on the RF floor. Subsequent to loads identified as Commercial Recyclables being dumped on the RF floor, CRRA and Contractor shall inspect such loads and shall mutually agree to the appropriate grading designation of the content of the load. CRRA enforcement personnel shall indicate such mutually agreed-upon designation on the grading slip and shall also indicate if the material is CSWS Recyclables or Contractor-Sourced Recyclables. Upon receiving the completed grading slip, the driver shall return to the scale and provide it to the scale operator. The scale operator shall record the weight of the Commercial Recyclables in the load shall and record the appropriate code for the material contained within the load in accordance with the mutually agreed-upon designation indicated on the grading slip. CRRA and Contractor may mutually agree that certain loads of Acceptable Recyclables and/or Commercial Recyclables that are routinely delivered to the RF may be identified and graded pursuant to an abbreviated procedure as may be mutually agreed upon by the parties in writing. CRRA and Contractor each reserve the right to spot check any loads of Acceptable Recyclables adhering to such mutually agreed upon abbreviated procedure provided each party is notified and participates in the spot checking of such loads.

ARTICLE 3: CRRA COMPENSATION

3.1 CRRA Compensation

During the Term, Contractor shall pay to CRRA, on a monthly basis, the CRRA Compensation set forth in Exhibit B hereto.

3.2 Payment Schedule and Procedure

On a monthly basis, CRRA shall provide Contractor with an invoice for CRRA Compensation. The CRRA Compensation shall be invoiced based upon CRRA's inbound and outbound scales located at the RF and the Transfer Stations. In order for CRRA to provide Contractor with an invoice for the CRRA Compensation, Contractor shall provide CRRA, by the 20th Day of each month, with documentation sufficient to enable CRRA to perform the calculations set out in Exhibit B with respect to the immediately preceding month, including the following:

- (a) A statement from all third party commodity purchasers that clearly details the purchase price to be paid for each such commodity, including any purchase price discounts or downgrades for quality of commodity deliveries (which discounts or downgrades shall be the sole responsibility of the Contractor and shall not reduce CRRA's revenue share from the commodity purchase price listed on the purchase order); and
- (b) A separate commodity revenue schedule that specifies in the aggregate all commodity Tons shipped by commodity, total revenues received by commodity, and the resulting average net sales price per ton for each commodity.

Such documentation provided by the Contractor shall include, but not be limited to, the following:

- (a) A purchase order from the third party commodity purchaser and, to the extent available, the corresponding weight tickets from the scales of the third party commodity purchaser with an agreed upon cross referenced number provided by Contractor on the weight tickets produced at the CRRA scale; and
- (b) A billing report from the Contractor reflecting the commodity shipped date, commodity type, weight, price per Ton, total price per load, name of third party purchaser, an agreed upon cross referenced number, bill of lading number for each commodity purchased and details of any adjustments made on any prior shipments.

Contractor shall perform and deliver to CRRA a quarterly reconciliation of all weight tickets with agreed upon cross reference numbers from the CRRA scale and the weight tickets with corresponding agreed upon cross referenced numbers from the Contractor's billing report to substantiate and verify tonnages of all commodity purchase transactions provided. Any documentation that is unavailable for commodity purchases during a quarterly period shall be reconciled in the same manner during the immediately succeeding

quarterly period.

No adjustment in CRRA Compensation shall be made with respect to any variance in any load of 400 pounds or less between what is recorded by the RF outbound scales for such load and the third party commodity purchaser inbound scales for such load, in all such cases the CRRA Compensation being based on the RF outbound scales. As to any such variance of more than 400 pounds per load, CRRA and Contractor shall use reasonable, good faith efforts to reconcile the variance and make any appropriate adjustments in the CRRA Compensation resulting therefrom. If Contractor and CRRA cannot agree on any such adjustment in the immediately preceding sentence, the Parties shall resolve any such disputes concerning such adjustments in accordance with the dispute resolution procedures set forth in Section 9.14.

In order for the Contractor to meet the documentation obligations as outline in this Section 3.2, CRRA will provide Contractor with weight tickets for all outbound shipments on a daily basis and inbound and outbound scale reports that reflect all inbound Tons individually and in aggregate and all outbound shipments subtotaled by product type and in aggregate on a daily and monthly basis. Such tickets and reports shall be delivered to Contractor by the beginning of the next Business Day for daily reports and for the monthly reports within three (3) Business Days following the last Day of the month for which the report relates. The CRRA Compensation shall be due no later than twenty (20) Days from the date of CRRA's invoice. If CRRA receives the CRRA Compensation after the foregoing twenty (20) Day period, CRRA shall impose, and Contractor shall be responsible for, a five (5%) percent late payment charge for the late CRRA Compensation. If CRRA does not receive CRRA Compensation within five Business Days after CRRA has notified Contractor that such is overdue in accordance with Section 7.3 herein, such conduct shall constitute an Event of Default which shall give CRRA an immediate right to terminate this agreement, but such right to terminate shall expire if Contractor has paid the overdue amount prior to CRRA affirmatively exercising such termination right.

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. CRRA shall operate and maintain such scales at its expense.

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.

3.5 CRRA Reserved Marketing Rights

CRRA reserves the right to obtain market proposals itself with 30 days advance written notice to the Contractor for materials not subject to third party purchase contracts, but only if the result thereof does not require more stringent specifications for the materials to be so marketed than would otherwise be required by Contractor's purchasers and obtains better prices than are obtained by Contractor's efforts. If CRRA does such marketing and a third party purchaser becomes obligated to pay such prices for a period of one month or longer pursuant to a purchase order or other written documentation, Contractor shall retain the revenue therefrom equal to what it would have retained if it had marketed the materials (i.e., all revenue minus the CRRA Compensation if Contractor had marketed the materials) and CRRA shall retain the balance of all revenue therefrom, the intent being that CRRA receives 100% of the additional revenue resulting from its marketing effort versus that which would have been received if Contractor had done the marketing.

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, 2017 (the "Initial Term"; together with any Renewal Term(s), 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 discretion, CRRA shall have four (4) separate and divisible options to extend the term of this Agreement for an additional Contract Year as follows: (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) 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. If CRRA does so exercise its extension rights, the terms of this Agreement in any such Renewal Term shall be the terms hereof as in effect on the commencement of such Renewal Term, except that the CRRA Compensation may be adjusted by mutual agreement of the Parties, provided that no such adjustment shall result in CRRA compensation being less than the amount set forth in Exhibit B.

4.2 CRRA Right to Termination

CRRA shall have the right, at CRRA's sole discretion, to terminate this Agreement at any time on or after July 1, 2014, provided that it gives Contractor at least six (6) months prior written notice of CRRA's decision to so terminate. By way of example, if CRRA chooses to terminate this Agreement on July 1, 2014, CRRA must provide Contractor

written notice by January 1, 2014.

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.

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

6.1 Insurance

At all times during the term of this Agreement, Contractor 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 Contractor and those for whom they are legally responsible.

CRRA reserves the right to waive, at its sole 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:

- (i) Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
- (ii) 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 Contractor during its performance of the Work.
- (iii) Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
- (iv) Professional Liability insurance if the Contractor or any subcontractor to whom it 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.
- (v) Contractor's Pollution Liability insurance written on an occurrence basis form.

6.2 Minimum Limits of Insurance

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

- (i) Commercial General Liability:
 - \$25,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - \$25,000,000 General Aggregate
 - \$25,000,000 Products & Completed Operations Aggregate
 - \$25,000,000 Personal & Advertising Injury
- (ii) Automobile Liability:
 - \$5,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - Include Owned, Hired and Non-Owned Auto Liability
- (iii) Workers' Compensation: Statutory limits.
- (iv) Employer's Liability:
 - \$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

(v) Contractor's Pollution Liability

\$5,000,000 Each Occurrence/\$5,000,000 Aggregate

(a) Deductibles, Self-insured Retentions and Uninsured Losses

Subject to the reimbursement provision of Section 7.4 hereof, the Contractor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Contractor 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:

- (i) 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 Contractor:

Commercial General Liability
Automobile Liability

- (ii) The Contractor 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.

- (iii) The Contractor 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.

- (iv) The Contractor'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

Contractor 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. Contractor shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Contractor 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 (20th) 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; or
- (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) - 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; Diversion Facilities

If either Party 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 such Party shall have provided the other Party 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, such Party 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 equipment in the RF, including the CRRA Equipment, shall not constitute Force Majeure. Throughout the Term and in the foregoing event whereby Contractor is excused from its failure or delay in its performance by reason of Force Majeure or a Change in Law, Contractor must continually do the following at Contractor's sole expense 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.

If pursuant to this Agreement or any Exhibit hereto Contractor diverts any of CRRA's Acceptable Recyclables that Contractor is obligated to accept under this Agreement to a facility other than the RF (a "Diversion Facility"), such Diversion Facility must be a currently permitted facility(s) operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting requirements, and any other Applicable Laws. Contractor shall be responsible for all transportation and disposal costs associated with delivering Acceptable Recyclables to a Diversion Facility that exceed those that would have been expended if the Acceptable Recyclables had been delivered to the RF. 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. At its sole 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, except that CRRA hereby approves for the Term the following Diversion Facilities suggested by Contractor:

Beacon, New York
Camden, New Jersey
Mine Hill, New Jersey
South Windsor, Connecticut

Prior to Contractor utilizing any other Diversion Facilities to divert Acceptable Recyclables, Contractor must obtain CRRA's pre-approval, not to be unreasonably withheld. At CRRA's sole discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the Diversion Facilities to allow CRRA, or its agents, to inspect the Diversion Facility(s) at any time during the term of this Agreement.

For avoidance of doubt, if the RF cannot operate and perform as intended, including by reason of Force Majeure or Change in Law, and/or any other reason not the result of an act or omission of CRRA, and if for that reason Contractor requests that CRRA direct Acceptable Recyclables to any Diversion Facility(s), Contractor shall be responsible for all transportation and disposal costs associated with delivering such Acceptable Recyclables to such Diversion Facility that exceed those transportation and disposal costs that would have been expended if such Acceptable Recyclables had been delivered to the RF. If the reason that the RF cannot operate and perform as intended, is CRRA misconduct or negligence (which the Parties agree shall include the failure to maintain the CRRA Permits), then CRRA shall pay all such excess transportation and disposal costs.

If as the result of a Force Majeure event, Contractor must make a claim against its policy or policies of business interruption insurance, Contractor shall in the first instance pay all deductibles required under such policy or policies; provided, however, that within 30 Days of CRRA's receipt of documents demonstrating to its reasonable satisfaction Contractor's payment of such deductibles, CRRA shall reimburse Contractor for 50% of such deductibles; provided, however, that CRRA's obligation pursuant to this paragraph with respect to any one event or related events of Force Majeure, shall be limited to a total dollar amount of Fifty-Thousand Dollars (\$50,000) under any and all such policy or policies.

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 may 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 actual damages caused by an Event of Default by the Contractor and subsequent termination of this Agreement by CRRA may not be capable of calculation. Accordingly, in the case where actual damages are not calculable, the Contractor shall 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 sole 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 by CRRA for use in performing the Services. Except as specified otherwise elsewhere herein, 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, Except as specified otherwise elsewhere herein, 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. In no event shall the provisions of this **Subsection 8.3(d)** apply to Contractor Equipment.
- (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 and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the Parties 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, which may not be unreasonably withheld or delayed, 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 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 either Party 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:

FCR, LLC
809 West Hill Street
Charlotte, NC 28208
Attention: Sean P. Duffy

With a copy to:

General Counsel
RE Community Holdings II, Inc.
809 West Hill Street
Charlotte, NC 28208

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 permitted assigns of the Parties.

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 Laws, 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 such Applicable Laws.

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 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 owned or leased by or 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. The foregoing sentences of this **Subsection 9.12** shall not apply to Contractor Equipment. 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 Dispute Resolution and Forum Selection.

All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Agreement or the breach hereof, which the Parties are unable to resolve themselves, shall be resolved by the Connecticut Superior Court (and the appellate courts thereof), unless the Parties mutually agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut.

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 G** 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 sixty (60) 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 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, CRRRA 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, not to be unreasonably withheld. 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.

Except for the hiring of temporary labor through employee leasing services, Contractor shall not hire any subcontractors to perform any of the Services without the prior written consent of CRRA, not to be unreasonably withheld. 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 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. CRRA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At CRRA's request, the Contractor shall provide CRRA with hard copies of or electronic files in a format reasonably acceptable to CRRA 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) first, the terms of this Agreement, exclusive of the Exhibits hereto, shall prevail;
- (b) second, the terms of **Exhibit A** - Scope of Services, shall next prevail.
- (c) third, the terms of **Exhibits B – O**, except for **Exhibit C** shall next prevail, and;
- (d) fourth, the terms of the Procedures, included herein as **Exhibit C**, shall last 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 Good Faith Performance.

Each Party acknowledges and agrees that such Party's performance of its obligations and exercise of its rights under this Agreement pursuant to each and every provision hereof, shall be in compliance with the implied covenant of good faith and fair dealing, which covenant such Party acknowledges and agrees is applicable to this Agreement.

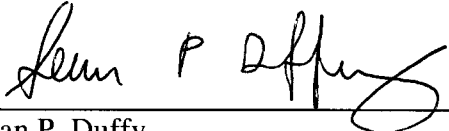
ARTICLE 10: SURVIVAL OF OBLIGATIONS

All obligations of either Party that have accrued as of the expiration or termination of this Agreement shall survive such expiration or termination.

[Remainder of page intentionally left blank – Signature Page follows]

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

FCR, LLC

By: 

Sean P. Duffy
Its President and Chief Operating Officer
Duly Authorized

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

By: _____
Thomas D. Kirk
Its President
Duly Authorized

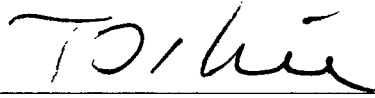
[Signature Page for Agreement for Operation and Maintenance Services and Commodity
Marketing Services for the Connecticut Solid Waste System Recycling Facility]

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

FCR, LLC

By: _____
Sean P. Duffy
Its President and Chief Operating Officer
Duly Authorized

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

By:  _____
Thomas D. Kirk
Its President
Duly Authorized


[Signature Page for Agreement for Operation and Maintenance Services and Commodity Marketing Services for the Connecticut Solid Waste System Recycling Facility]

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

FCR, LLC

By: _____
Sean P. Duffy
Its President and Chief Operating Officer
Duly Authorized

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

By:  _____
Thomas D. Kirk
Its President
Duly Authorized

[Signature Page for Agreement for Operation and Maintenance Services and Commodity
Marketing Services for the Connecticut Solid Waste System Recycling Facility]

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A: SCOPE OF SERVICES

This Scope of Services shall apply to the Services that CRRA has authorized Contractor to perform in accordance with the Agreement to which this Exhibit is attached (the "Agreement"). Capitalized terms not defined herein shall have the meanings of such terms in the Agreement. Contractor shall provide all labor, materials, equipment (excluding the CRRA Equipment, but including any replacement equipment for the CRRA Equipment), tools, supervision, insurance, the Bond, and all other items necessary to perform each task described herein.

Contractor shall provide the Services in accordance with the Agreement.

CRRA is responsible for obtaining the CRRA Permits in accordance with Section 2.17 of the Agreement.

1. OPERATION AND MAINTENANCE SERVICES FOR THE RF

1.1 General Responsibility

At Contractor's sole cost and expense, Contractor shall operate and maintain the RF and all equipment contained therein (the "Equipment") in accordance with the terms of the Agreement. Contractor shall be responsible for all activities within the RF, other than with respect to CRRA's offices and meeting rooms not used by Contractor and the trash museum, including: (i) operating and maintaining the recycling systems; and (ii) providing management, supervision, personnel, labor, materials, equipment (other than the CRRA Equipment, but including any replacement equipment for the CRRA 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 Contractor, but except as otherwise provided in the Agreement, Contractor shall perform (or cause to be performed) maintenance and repairs of the RF and other facilities that constitute appurtenant facilities of the RF. Contractor shall be solely responsible for the clean, orderly and efficient operation of the recyclables processing systems.

1.2 Utilities

Contractor shall solely pay all costs for utilities and maintenance of utilities associated with RF operation, management, and maintenance, except that CRRA shall pay (directly if it receives the bill or when it receives a bill from Contractor) all water usage at the RF and RF Site. Contractor shall be solely responsible for all such utility services, including electric, HVAC and telephone services, but excluding water. Notwithstanding the foregoing sentences, CRRA shall be responsible for all utilities used at the trash museum, meeting rooms, and CRRA's offices.

1.3 Security

Contractor shall be solely responsible for security within the RF, other than the building used to house CRRA's offices except for offices used by Contractor, meeting rooms and museum and parking lots adjacent thereto or as expressly set forth herein or in the Agreement, and for all liabilities incurred therein or associated therewith.

CRRA will provide and maintain at its expense a contract for an electronic security system of CRRA's choosing at the RF. Contractor shall repair any damage to such system caused by Contractor. 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. Contractor shall provide CRRA a personnel listing for the RF.

1.4 Sprinkler System

CRRA shall maintain at its expense the fire sprinkler system serving the RF.

1.5 Equipment Operation

The 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. Following consultation with CRRA, Contractor may process Acceptable Recyclables for up to two (2) ten (10) hour shifts per day for six (6) days per week, or at such reduced hours as may be required by applicable Permits.

1.8 Public Viewing

The RF is open to public viewing on a regular basis for educational and promotional purposes and, therefore, shall 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 at CRRA's expense 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 at its expense, except for any maintenance or replacement activity required as a result of Contractor fault. Contractor shall cooperate and work with CRRA staff and/or CRRA agents to perform calibration checks as required of the RF scales, including using the Equipment as a weight measure.

If Contractor needs to use the rail scale at the RF Site at any time, such scale shall be certified and maintained by Contractor at its expense, for so long as Contractor requires the use of such rail scale. CRRA shall have no obligation to certify or maintain such rail scale.

All inbound and outbound materials at the RF and the Transfer Stations shall be weighed at CRRA's scales by CRRA and/or the CRRA operator.

Contractor shall reconcile market weights with CRRA scale house weights on a monthly basis.

1.10 Processing Time

All materials delivered to the RF must be processed within two business days of arrival.

1.11 Additional Recyclables

Contractor may deliver or cause to be delivered Contractor-Sourced Recyclables 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 Recyclables to adhere to the route

requirements of the City of Hartford's Zoning Permit which CRRA shall provide to Contractor.

1.12 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 discretion. See **Exhibit C** attached hereto and made a part hereof. CRRA shall have sole responsibility for enforcement activities at the RF. Contractor shall cooperate with and assist CRRA in those activities. From time to time and at CRRA's sole discretion, CRRA shall inspect recyclables delivered to the RF. 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, Contractor, at CRRA's direction, shall reload the rejected Unacceptable Recyclables and cause to have it removed from the RF by the applicable Waste Hauler (as defined in the Procedures) and delivered to a properly permitted disposal facility designated by CRRA, provided that in no case shall Contractor be responsible for the cost of removal or disposal nor for the handling or loading of Hazardous Waste. CRRA shall issue a violation in accordance with the Procedures to any Waste Hauler that delivers Unacceptable Recyclables to the RF on CRRA forms.

1.13 Property and Equipment Maintenance

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 located within the RF in accordance with the requirements of the Agreement and the annual maintenance plan, best industry practices, and manufacturers' standards and shall provide CRRA with a schedule of all weekly maintenance and repair work. Should Contractor require additional equipment or replacement equipment to perform the Services at any time during the term of this Agreement (including suitable replacements for CRRA Equipment), such additional or replacement equipment shall be provided by Contractor at its sole cost and expense, and CRRA shall, at all times, including

upon expiration or termination of the Agreement, have ownership thereof, subject to any reimbursement obligation under Section 2.10 of the Agreement.

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.

Contractor shall employ predictive and preventive maintenance programs and shall enforce existing Equipment warranties and maintain all warranties on Equipment.

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.

1.14 Building and Grounds Maintenance

Contractor shall perform all building and grounds maintenance within and in areas immediately adjacent to the RF, including all areas where outbound freight vehicles park and where residue containers and equipment are stored. Such maintenance shall include sweeping the interior of the RF and the maneuvering parking area as set forth in the Operation and Maintenance and Safety Plan (attached as Exhibit N to the Agreement).

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

1.15 Notification of Injuries and Damage

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. Contractor shall replace property damaged or made unavailable due to loss, theft, abuse, or Contractor's failure to provide adequate repairs or comply with the maintenance plan or best industry practices, or for any other reason.

1.16 RF Alterations and Modifications

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 that do not unreasonably adversely affect Contractor's ability to perform the Services

1.17 Tanks and Drainage Structures

1.17.1 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). 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 Contractor employees (CRRA will provide the training materials). CRRA is responsible for all other activities associated Permit No. GSI000814 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.

1.17.2 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 fewer than 500 gallons per day,¹ CRRA is not required to register the discharge under Permit No. GSI000814, but the requirements of Permit No. GSI000814 apply to the discharge. Contractor is responsible for discharges to the sanitary sewers and compliance with the requirements of Permit No. GSI000814.

1.18 Pest Control

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.

1.19 Litter

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. 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.

1.20 Clean-Up

Contractor shall clean-up all spillage of Acceptable Recyclables. The interior of the RF shall be swept down at least daily. Contractor shall also keep the drains, sewer grates, traps, and gutters inside the RF clean and free of debris.

¹ This amount should be verified.

1.21 Personal Protective Equipment

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. Contractor shall maintain at the RF any and all required safety plans, training documentation, and material safety data sheets, as may be necessary.

1.22 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 Contractor of its responsibility to accept and process Acceptable Recyclables during the Term on a continual basis. All costs involved in complying with this requirement shall be Contractor's responsibility.

1.23 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 Contractor, and CRRA shall indemnify Contractor for any loss or expense relating thereto. However, Contractor shall be 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. Notwithstanding the previous sentence, the costs associated with the disposal of any pressurized gas tank or vessel shall be apportioned in accordance with Section 8.2.1.1.2 of Exhibit N.

1.24 Disposal of Residue

Contractor will dispose of all Residue resulting from the processing of CSWS Recyclables and Contractor-Sourced Recyclables, at CRRA's CSWS Resource Recovery Facility located at 300 Maxim Road in Hartford, Connecticut, approximately 0.25 miles from the RF, which CRRA shall make available to Contractor during the term of this Agreement, subject to the terms of this paragraph. Contractor shall pay CRRA for Residue disposal as follows:

- (i) For Residue up to and including 5% of the total Tons of CSWS Recyclables received at the RF and the Transfer Stations (but as to Transfer Stations, such volumes shall only be counted once for such purpose), as reconciled monthly, CRRA shall not charge Contractor any disposal fee at the CSWS Resource Recovery Facility.
- (ii) For Residue exceeding 5% of the total Tons of CSWS Recyclables received at the RF and the Transfer Stations, as reconciled monthly, Contractor shall pay CRRA a per-Ton tip fee for such Residue at the CSWS Resource Recovery Facility, in an

-8-

amount equal to the lowest per-Ton tip fee for Participating Municipalities in effect at the time of each delivery.

(iii) For all Residue resulting from Contractor-Sourced Recyclables (regardless of whether such Residue is below, at or above an aggregate of 5% of such Tons), Contractor shall pay CRRA a per-Ton tip fee for such Residue at the CSWS Resource Recovery Facility, in an amount equal to the lowest per-Ton tip fee for Participating Municipalities in effect at the time of each delivery of such Residue.

Contractor shall not charge CRRA any transportation costs to ship any Residue to the CSWS Resource Recovery Facility (whether incurred by Contractor or charged to Contractor by any third party), regardless of whether such Residue is derived from CSWS Recyclables or Contractor-Sourced Recyclables. CRRA's written consent shall be required for any Contractor contract for the hauling of Residue to the CSWS Resource Recovery Facility.

If the CSWS Resource Recovery Facility is unable to accept any Residue, then CRRA shall direct Contractor to dispose of such Residue at an alternate disposal facility designated by CRRA (the "Alternate Residue Disposal Facility"). CRRA shall negotiate with the owner or operator of such Alternate Residue Disposal Facility, the per-Ton tip fee (the "Alternate Residue Disposal Fee") to be paid by Contractor for such Residue. If the sum of (i) the Alternate Residue Disposal Fee, and (ii) any transportation costs to the Alternate Residue Disposal Facility in excess of Contractor's transportation costs to the CSWS Resource Recovery Facility (collectively, the "Alternate Residue Disposal Cost"), is greater than the lowest per-Ton tip fee for Participating Municipalities for Residue most recently in effect at the CSWS Resource Recovery Facility, then CRRA shall reimburse Contractor for the difference between the Alternate Residue Disposal Cost and such per-Ton tip fee. If the Alternate Residue Disposal Cost is less than such per-Ton tip fee at the CSWS Resource Recovery Facility, then Contractor shall pay CRRA an amount equal to the difference between the Alternate Residue Disposal Cost and such per-Ton tip fee.

1.25 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 Contractor's responsibilities, 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, and CRRA shall reasonably assist Contractor therein as requested by Contractor.

1.26 Emergency Response

Contractor shall manage all emergencies occurring on the RF Site. In the event of any emergency, such as a fire, explosion, or radiation detection, Contractor shall immediately contact CRRA as per the terms of Exhibit M to the Agreement, 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 and 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.

1.27 Complaints, Inquires and Requests

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

1.28 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. In all instances CRRA or its agents shall adhere to all safety procedures at the RF. CRRA and its agents may inspect the source of Acceptable Recyclables delivered to the RF and observe any and all activities of Contractor (unless prohibited by law).

1.29 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.

1.30 Other Activities

Contractor shall not allow others to conduct, or conduct itself, any activity at the RF not specifically approved and authorized by CRRA in writing or not necessary or advisable to Contractor providing the Services.

1.31 Recyclables Containers at Transfer Stations

CRRA shall provide at its cost containers at the Transfer Stations into which Fiber Commodities, Containers, and Single Stream Recyclables delivered to the Transfer Stations will be deposited and as to which such Fiber Commodities, Containers, and Single Stream Recyclables will be delivered to the RF or marketed directly from the Transfer Stations by Contractor, as CRRA shall determine in CRRA's sole discretion. If Contractor opts to deliver Fiber Commodities, Containers, and/or Single Stream Recyclables to a facility other than the RF, then Contractor shall at its cost provide containers with respect to such other facilities.

1.32 Transport of Recyclables from the Transfer Stations

At its sole cost, CRRA shall transport to the 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.

1.33 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.

1.34 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 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 at the RF; and (iv) and other related financial information requested by CRRA. CRRA and Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

2. OPERATION AND MAINTENANCE AND SAFETY PLAN

2.1 Operation and Maintenance and Safety Plan

The Operation and Maintenance and Safety Plan is attached to the Agreement as Exhibit N. With respect to any conflicts or inconsistencies that may arise between the Operation and Maintenance and Safety Plan on the one hand, and the CTDEEP Permit requirements on the other hand, the CTDEEP Permit requirements shall prevail.

The Operation and Maintenance and Safety Plan shall describe Contractor's staffing, training, operations guidelines and parameters, job descriptions for all positions, and Contractor reporting requirements for the RF. The Operation and Maintenance and Safety Plan shall include Contractor's plan for maintaining all vehicles, all Equipment, and all facilities and grounds. The Operation and Maintenance and Safety Plan shall also include semi-annual and annual maintenance reports, and daily, weekly, and monthly reporting responsibilities of Contractor.

The Operation and Maintenance and Safety Plan 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.

Contractor shall advise CRRA in advance if it intends to make any material change(s) to the Operations and Maintenance Plan and Safety Manual. Any revisions to the Operation and Maintenance and Safety Plan 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 Operation and Maintenance and Safety Plan.

The Operation and Maintenance and Safety Plan shall include fire prevention measures in accordance with National Fire Protection Association standards. Fire extinguishers located throughout the RF shall be inspected periodically by site personnel and an outside vendor. Records of all such inspections shall be provided by Contractor to the CRRA facilities manager and retained at RF. All "hot work" permits for repairs to the RF or the equipment therein shall be provided to CRRA in advance of the work being performed.

Smoking is not allowed at the RF Site except as set forth in the Operation and Maintenance and Safety Plan.

2.2 Contractor's Employee Receipt of Manual

As part of the Operation and Maintenance and Safety Plan, 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 the Agreement. Such CRRA emergency notification procedures shall be incorporated into the Operation and Maintenance and Safety Plan 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

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 Utilization of Connecticut Mills

To the extent commercially practicable, and consistent with (i) the specifications for the same materials and/or grades sold by Contractor and (ii) the pricing in **Exhibit B** to the Agreement and other provisions of the Agreement and its exhibits, Contractor will utilize Connecticut-based mills as the end-market for recovered materials processed at the RF.

EXHIBIT B

COMPENSATION SCHEDULE

EXHIBIT B: COMPENSATION SCHEDULE

1. CRRA Compensation Generally

The amounts to be paid by the Contractor to CRRA pursuant to this Agreement (the “CRRA Compensation”) shall be calculated pursuant to the formulas set forth in this Exhibit B (each a “Compensation Formula”), with each Compensation Formula being the sum of two components: (i) a per-Ton fee (the “Base Price”) for each incoming Ton of Acceptable Recyclables delivered to the RF as measured by the inbound scales at the RF or a Transfer Station, and (ii) a price per Ton (the “Share Price”) based on outgoing commodity Tons sold, as measured by the outbound scales at the RF.

The Compensation Formula used with respect to particular Acceptable Recyclables shall depend upon whether such Acceptable Recyclables are: (i) CSWS Recyclables or Contractor-Sourced Recyclables; (ii) Cardboard, Paper or Containers; and (iii) Residential Recyclables or Commercial Recyclables.

Contractor acknowledges and agrees that it is responsible for paying all costs and expenses for providing the Services, including any and all costs for labor, insurance, and the operation and maintenance of equipment.

2. Additional Definitions for this Exhibit B

“**65% Commercial Mix**” means a load of loose Commercial Recyclables where (i) at least 65% but less than 75% of such load consists of OCC, (ii) no more than 10% of such load consists of Residue, and (iii) no more than 5% of such load consists of glass, exclusive of any Baled OCC contained in such load.

“**75% Commercial Mix**” means a load of loose Commercial Recyclables where (i) at least 75% but less than 95% of such load consists of OCC, (ii) no more than 10% of such load consists of Residue, and (iii) no more than 5% of such load consists of glass, exclusive of any Baled OCC contained in such load.

“**Baled OCC**” means pre-baled Commercial Recyclables consisting of 100% OCC.

“**Contractor-Sourced Commercial Recyclables**” means Contractor-Sourced Recyclables that are also Commercial Recyclables.

“**Contractor-Sourced Residential Recyclables**” means Contractor-Sourced Recyclables that are also Residential Recyclables.

“**CSWS Commercial Recyclables**” means CSWS Recyclables that are also Commercial Recyclables.

“**CSWS Residential Recyclables**” means CSWS Recyclables that are also Residential Recyclables.

“**Pre-Sorted OCC**” means a load of loose Commercial Recyclables where 95% or more of such load consists of OCC, exclusive of any Baled OCC contained in such load.

“**Residential Recyclables**” means all Acceptable Recyclables that are not Commercial Recyclables.

“**West Hartford Recyclables**” means Acceptable Recyclables generated within the corporate limits of the Town of West Hartford, Connecticut.

3. Residential Recyclables Base Price

3.1 Base Price for CSWS Residential Recyclables

The Base Price paid by Contractor to CRRRA for all CSWS Residential Recyclables shall be \$8.50 per Ton (the “CSWS Residential Recyclables Base Price”).

3.2 Base Price for Contractor-Sourced Residential Recyclables

The Base Price paid by Contractor to CRRRA for all Contractor-Sourced Residential Recyclables shall be \$7.50 per Ton (the “Contractor-Sourced Residential Recyclables Base Price”).

4. Calculation of Share Price

4.1 Share Price for Paper (ONP)

The Share Price applicable to Paper during a given month (the “Paper Share Price”) shall be equal to the Paper Index Price (as hereinafter defined), minus \$62.00. The Paper Share Price shall not be less than \$0.00. The “Paper Index Price” for such month means the specified price per Ton of Old Newspapers [ONP (8)] New York High stated in U.S. Dollars, published under the headings: “Price Watch: Recovered Paper – Domestic” under the column “New York” in the first issue of “PPI Pulp & Paper Week” published during such month. If the Paper Index Price is not available, the Parties shall negotiate in good faith and agree on a substitute for the Paper Index Price. If the Paper Index Price for a given month is less than \$62.00, then the Paper Share Price for such month shall be \$0.00. To avoid doubt, in the event that the Paper Share Price for a given month is \$0.00 pursuant to the previous sentence and notwithstanding such Paper Share Price, Contractor shall nonetheless pay CRRRA the appropriate Base Price for Paper during such month.

4.2 Share Price for Cardboard

The Share Price applicable to Cardboard during a given month (the “Cardboard Share Price”) shall be equal to the Cardboard Index Price (as hereinafter defined), less \$62.00. The Cardboard Share Price shall not be less than \$0.00. The “Cardboard Index Price” for a given month means the specified price per Ton of Old Corrugated Cardboard [OCC (11)], New York High stated in U.S. Dollars, published under the headings: “Price Watch: Recovered Paper – Domestic” under the column “New York” in the first issue of “PPI Pulp & Paper Week” published during such month. If the Cardboard Index Price is not available, the Parties shall negotiate in good faith and agree on a substitute for the Cardboard Index Price. If the Cardboard Index Price for a given month is less than \$62.00, then the Cardboard Share Price for such month shall be \$0.00. To avoid doubt, in the event that the Cardboard Share Price for a given month is \$0.00 pursuant to the previous sentence and notwithstanding such Cardboard Share Price, Contractor shall nonetheless pay CRRRA the appropriate Base Price for Cardboard during such month.

4.3 Share Price for Containers

The Share Price applicable to Containers during a given month (the “Containers Share Price”) shall be equal to the Blended Average Container Price (as hereinafter defined), less \$62.00. The Containers Share Price shall not be less than \$0.00. The “Blended Average Container Price” for given month shall be a calculation using a blended average per-Ton price based upon the actual sales receipts that Contractor receives for its sale of Containers during such month. If the Blended Average Container Price for a given month is less than \$62.00, then the Containers Share Price for such month shall be \$0.00. To avoid doubt, in the event that the Containers Share Price for a given month is \$0.00 pursuant to the previous sentence and notwithstanding such Containers Share Price, Contractor shall nonetheless pay CRRA the appropriate Base Price for Containers during such month.

The Blended Average Container Price for a given month shall be calculated as follows: First, the total receipts received by Contractor for each specific commodity within the total amount of Containers shall be calculated (each a “Commodity Total Price”). Next, the sum of all Commodity Total Prices shall be calculated, with such number being divided by the total number of Tons of Containers attributable to all such Commodity Total Prices, to arrive at the Blended Average Container Price for such month.

Notwithstanding anything to the contrary in this **Section 3.3**, each Commodity Total Price shall be subject to a \$0.00 per-Ton price floor, with any negative Commodity Total Price being \$0.00 per Ton for the purposes of calculating the Blended Average Container Price.

Contractor acknowledges and agrees that it shall bear the costs associated with any negative Commodity Total Price (e.g. the cost to transport and market mixed glass for use as alternate daily landfill cover).

By way of example, Table 1 below illustrates one calculation of a Blended Average Container Price for a given month in a hypothetical market scenario.

Table 1 – Example of Calculation of Blended Average Container Price

Outgoing Commodity	Actual Sale Price/ton	Sale price per ton for Commodity Total Price calculation	Tons	Commodity Total Price	Blended Average Container Price
Steel Cans	\$285.00	\$285.00	1,000	\$285,000.00	
Other Ferrous	\$215.00	\$215.00	210	\$45,150.00	
Aluminum Cans	\$1,700.00	\$1,700.00	120	\$204,000.00	
Aluminum Foil	\$1,000.00	\$1,000.00	5	\$5,000.00	
Plastic – PET	\$550.00	\$550.00	980	\$539,000.00	
Plastic – HDPE Natural	\$680.00	\$680.00	320	\$217,600.00	
Plastic – HDPE Pigmented	\$500.00	\$500.00	515	\$257,500.00	
Plastic - #3-7	\$150.00	\$150.00	280	\$42,000.00	
Aseptic Containers	\$90.00	\$90.00	65	\$5,850.00	
Plastic – Bulky Rigids	\$100.00	\$100.00	50	\$5,000	
Glass – mixed glass	-\$25.00	\$0	7,000	\$0	
Container Total			10,545	\$1,606,100.00	\$152.31/ton
			Sum of total Tons	Sum of Commodity Total Prices	(Sum of Commodity Total Prices) divided by (Sum of total tons)

5. CRRA Compensation for CSWS Residential Recyclables

The CRRA Compensation for all CSWS Residential Recyclables shall be calculated pursuant to this **Section 4**. To avoid doubt, CRRA shall be entitled to the CSWS Residential Recyclables Base Price plus 50% of the applicable Share Price for each Ton of CSWS Residential Recyclables.

5.1 CRRA Compensation for CSWS Residential Recyclables that are Paper

The CRRA Compensation for each Ton of CSWS Residential Recyclables that is Paper shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation =$$

$$CSWS\ Residential\ Recyclables\ Base\ Price + [0.5 \times (Paper\ Share\ Price)]$$

5.2 CRRA Compensation for CSWS Residential Recyclables that are Cardboard

The CRRA Compensation for each Ton of CSWS Residential Recyclables that is Cardboard shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation =$$

$$CSWS\ Residential\ Recyclables\ Base\ Price + [0.5 \times (Cardboard\ Share\ Price)]$$

5.3 CRRA Compensation for CSWS Residential Recyclables that are Containers

The CRRA Compensation for each Ton of CSWS Residential Recyclables that is Containers shall be calculated pursuant to the following Compensation Formula:

$$\begin{aligned} \text{CRRA Compensation} = \\ \text{CSWS Residential Recyclables Base Price} + [0.5 \times (\text{Containers Share Price})] \end{aligned}$$

6. CRRA Compensation for Contractor-Sourced Residential Recyclables

The CRRA Compensation for all Contractor-Sourced Residential Recyclables shall be calculated pursuant to this **Section 5**. To avoid doubt, CRRA shall be entitled to the Contractor-Sourced Residential Recyclables Base Price plus 10% of the applicable Share Price for each Ton of Contractor-Sourced Residential Recyclables.

6.1 CRRA Compensation for Contractor-Sourced Residential Recyclables that are Paper

The CRRA Compensation for each Ton of Contractor-Sourced Residential Recyclables that is Paper shall be calculated pursuant to the following Compensation Formula:

$$\begin{aligned} \text{CRRA Compensation} = \\ \text{Contractor-Sourced Residential Recyclables Base Price} + [0.1 \times (\text{Paper Share Price})] \end{aligned}$$

6.2 CRRA Compensation for Contractor-Sourced Residential Recyclables that are Cardboard

The CRRA Compensation for each Ton of Contractor-Sourced Residential Recyclables that is Cardboard shall be calculated pursuant to the following Compensation Formula:

$$\begin{aligned} \text{CRRA Compensation} = \\ \text{Contractor-Sourced Residential Recyclables Base Price} + [0.1 \times (\text{Cardboard Share Price})] \end{aligned}$$

6.3 CRRA Compensation for Contractor-Sourced Residential Recyclables that are Containers

The CRRA Compensation for each Ton of Contractor-Sourced Residential Recyclables that is Containers shall be calculated pursuant to the following Compensation Formula:

$$\begin{aligned} \text{CRRA Compensation} = \\ \text{Contractor-Sourced Residential Recyclables Base Price} + [0.1 \times (\text{Containers Share Price})] \end{aligned}$$

7. CRRA Compensation for Commercial Recyclables

Subject to the following sentence, the CRRA Compensation for each Ton of Commercial Recyclables shall be calculated pursuant to this **Section 7**, and in the event of any conflict(s) between this Section 7 and any other provision(s) of this **Exhibit B**, the provisions of this **Section 7** shall govern. Unless and until the Contractor meets the Minimum Contractor Quantity during a given Contract Year, all CRRA Compensation relating to Contractor-Sourced Tons during such Contract Year shall be calculated pursuant to **Section 6** hereof.

7.1 CRRA Compensation for CSWS Recyclables that are Commercial Recyclables

The CRRA Compensation for each Ton of CSWS Commercial Recyclables shall consist of a Base Price calculated pursuant to this **Section 7.1** (each a “CSWS Commercial Base Price”), and a Share Price of \$0.00. Notwithstanding the provisions of **Section 4.2** of this **Exhibit B**, such CRRA Compensation may be less than \$0.00. Any such CRRA Compensation that is calculated to be less than \$0.00 shall be applied as calculated to the applicable CSWS Recyclables for the month to which such CSWS Commercial Base Price applies, and CRRA and Contractor shall treat any resulting negative amounts of CRRA Compensation as credits to Contractor against any aggregate amounts of CRRA Compensation that may become due and payable with respect to such month. If the publication of the Cardboard Index Price for a given month would result in any CSWS Commercial Base Price for such month being calculated to be less than \$0.00, then Contractor shall provide immediate notice to CRRA of that fact, which notice may be delivered in electronic form.

7.1.1 CRRA Compensation for CSWS Commercial Recyclables that are Baled OCC

The Base Price applicable to CSWS Commercial Recyclables that are Baled OCC during a given month shall be equal to the Cardboard Index Price, less \$7.50 (the “CSWS Baled OCC Base Price”).

The CRRA Compensation for each Ton of CSWS Commercial Recyclables that is Baled OCC shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation = CSWS\ Baled\ OCC\ Base\ Price$$

For example, if the Cardboard Index Price was \$100, the CRRA Compensation would be \$100 - \$7.50 = \$92.50.

7.1.2 CRRA Compensation for CSWS Commercial Recyclables that are Pre-Sorted OCC

The Base Price applicable to CSWS Commercial Recyclables that are Pre-Sorted OCC during a given month shall be equal to the Cardboard Share Price.

The CRRA Compensation for each Ton of CSWS Commercial Recyclables that is Pre-Sorted OCC shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation = Cardboard\ Share\ Price$$

For example, if the Cardboard Index Price was \$100, the CRRA Compensation would be \$100 - \$62.00 = \$38.00.

7.1.3 CRRA Compensation for CSWS Commercial Recyclables that are 75% Commercial Mix

The Base Price applicable to CSWS Commercial Recyclables that are 75% Commercial Mix during a given month (the “CSWS 75% Mix Base Price”) shall be calculated using the following formula:

$$CSWS\ 75\%\ Mix\ Base\ Price = [0.75 \times (Cardboard\ Index\ Price)] - \$62.00$$

The CRRA Compensation for each Ton of CSWS Commercial Recyclables that is 75% Commercial Mix shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation = CSWS\ 75\%\ Mix\ Base\ Price$$

For example, if the Cardboard Index Price is \$100, the CRRA Compensation would be \$13.00 $([0.75 \times 100] - \$62)$.

7.1.4 CRRA Compensation for CSWS Commercial Recyclables that are 65% Commercial Mix

The Base Price applicable to CSWS Commercial Recyclables that are 65% Commercial Mix during a given month (the “CSWS 65% Mix Base Price”) shall be calculated using the following formula:

$$CSWS\ 65\%\ Mix\ Base\ Price = [0.65 \times (Cardboard\ Index\ Price)] - \$62.00$$

The CRRA Compensation for each Ton of CSWS Commercial Recyclables that is 65% Commercial Mix shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation = CSWS\ 65\%\ Mix\ Base\ Price$$

For example, if the Cardboard Index Price is \$100, the CRRA Compensation would be \$3.00 $([0.65 \times 100] - \$62.00)$.

7.2 **CRRA Compensation for Contractor-Sourced Commercial Recyclables that are Commercial Recyclables**

The CRRA Compensation for each Ton of Contractor-Sourced Commercial Recyclables shall consist of a Base Price of \$7.50 (the “Contractor Commercial Base Price”) and a Share Price calculated pursuant to this **Section 7.2**.

7.2.1 CRRA Compensation for Contractor-Sourced Commercial Recyclables that are Baled OCC or Pre-Sorted OCC

The Share Price applicable to Contractor-Sourced Commercial Recyclables that are Baled OCC or Pre-Sorted OCC during a given month shall be equal to the Cardboard Share Price. The Cardboard Share Price, as applied pursuant to this **Section 7.2.1**, shall not be less than \$0.00.

The CRRA Compensation for each Ton of Contractor-Sourced Commercial Recyclables that is Baled OCC or Pre-Sorted OCC shall be calculated pursuant to the following Compensation Formula:

$$CRRA \text{ Compensation} = \text{Contractor Commercial Base Price} + [0.1 \times (\text{Cardboard Share Price})]$$

7.2.2 CRRA Compensation for Contractor-Sourced Commercial Recyclables that are 75% Commercial Mix

The Share Price applicable to Contractor-Sourced Commercial Recyclables that are 75% Commercial Mix during a given month (the “Contractor-Sourced 75% Mix Share Price”) shall be calculated using the following formula, provided that the Contractor-Sourced 75% Mix Share Price shall not be less than \$0.00:

$$\text{Contractor-Sourced 75\% Mix Share Price} = [0.75 \times (\text{Cardboard Index Price})] - \$62.00$$

The CRRA Compensation for each Ton of Contractor-Sourced Commercial Recyclables that is 75% Commercial Mix shall be calculated pursuant to the following Compensation Formula:

$$CRRA \text{ Compensation} =$$

$$\text{Contractor Commercial Base Price} + (0.1 \times \text{Contractor-Sourced 75\% Mix Share Price})$$

For example, if the Cardboard Index Price is \$100, the CRRA Compensation would be:

$$\$7.50 + [0.1 \times [(0.75 \times 100) - \$62]] = \$8.80.$$

7.2.3 CRRA Compensation for Contractor-Sourced Commercial Recyclables that are 65% Commercial Mix

The Share Price applicable to Contractor-Sourced Commercial Recyclables that are 65% Commercial Mix during a given month (the “Contractor-Sourced 65% Mix Share Price”) shall be calculated using the following formula, provided that the Contractor-Sourced 65% Mix Share Price shall not be less than \$0.00:

$$\text{Contractor-Sourced 65\% Mix Share Price} = [0.65 \times (\text{Cardboard Index Price})] - \$62.00$$

The CRRA Compensation for each Ton of Contractor-Sourced Commercial Recyclables that is 65% Commercial Mix shall be calculated pursuant to the following Compensation Formula:

$$CRRA \text{ Compensation} =$$

$$\text{Contractor Commercial Base Price} + [0.1 \times \text{Contractor-Sourced 65\% Mix Share Price}]$$

For example, if the Cardboard Index Price is \$100, the CRRA Compensation would be:

$$\$7.50 + [0.1 \times [(0.65 \times 100) - \$62]] = \$7.80.$$

8. CRRA Compensation for Contractor Shortfall

Pursuant to **Section 2.15** of the Agreement, the Contractor must deliver to the RF the Minimum Contractor Quantity, with such obligation being subject to a put-or-pay requirement. In the event that the Contractor does not deliver the Minimum Contractor Quantity, for each Ton of shortfall (the “Contractor Shortfall”), Contractor shall pay to CRRA (i) a fixed price per Ton of \$7.50 (the “Shortfall Base Price”) and (ii) an additional price per Ton equal to (x) the total amount of CRRA Compensation received by

CRRA with respect to Contractor-Sourced Recyclables pursuant to the Share Price during the subject Contract Year, divided by (y) the total number of Tons of Contractor-Sourced Recyclables measured on the outbound scales at the RF during the subject Contract Year (the “Shortfall Share Price”). The CRRA Compensation for each Ton of Contractor Shortfall shall be calculated pursuant to the following Compensation Formula:

$$CRRA\ Compensation = Shortfall\ Base\ Price + Shortfall\ Share\ Price$$

9. West Hartford Recyclables

The CRRA Compensation for Contractor-Sourced Recyclables that are West Hartford Recyclables shall be the pricing applicable to Contractor-Sourced Residential Recyclables. In addition, all deliveries of West Hartford Recyclables by or on behalf of Contractor shall be applied toward the Contractor’s satisfaction of the Minimum Contractor Quantity, regardless of the timing and the quantity of Contractor’s other deliveries of Contractor-Sourced Recyclables.

10. Fees for Disposal of Residue

Pursuant to Section 1.24 of Exhibit A, all Residue resulting from the processing of all Acceptable Recyclables at the RF shall be disposed of at the CSWS Resource Recovery Facility. Contractor shall pay CRRA the amounts required pursuant to Section 1.24 of Exhibit A for such disposal. Also, if the CSWS Resource Recovery Facility is unavailable for the disposal of Residue in the manner described pursuant to Section 1.24 of Exhibit A, then the fees due between the Parties with respect to the disposal of Residue at any location(s) other than the CSWS Resource Recovery Facility shall be apportioned in the manner set forth in Section 1.24 of Exhibit A.

11. CRRA Compensation During Renewal Term

The CRRA Compensation during any Renewal Term shall be determined by the Parties prior to the commencement of such Renewal Term. In the event that the Parties cannot agree on the CRRA Compensation to be effective during a Renewal Term, then the CRRA Compensation set forth in this Exhibit B shall remain effective until the Parties agree on new CRRA Compensation.

EXHIBIT C

**CSWS PERMITTING, DISPOSAL, AND BILLING
PROCEDURES**



**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

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1. GENERAL

1.1 Definitions

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

- (a) **“Acceptable Recyclables”** shall include the following types of Solid Waste generated by and collected from residential, 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.crra.org.

1.3 General Principles of Interpretation

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

EXHIBIT D

CRRA PERMITS

EXHIBIT D: CRRRA PERMITS

The Permits listed below are those CRRRA 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 CRRRA 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: CRRRA 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-EXISTING CONDITION INSPECTION REPORT

EXHIBIT E: PRE-EXISTING CONDITION INSPECTION REPORT

Attached hereto and incorporated herein this Exhibit E are the following documents, together the Pre-Existing Condition Inspection Report as specified in Article 2.2 of the Agreement:

- An October, 31, 2013 Inspection by CRRA's Operations Engineer listing Items To Be Attended To and verifying items completed as of October 31, 2013.
- An October 8, 2013 Inspection of pre-existing conditions and List Of Items To Be Repaired, which includes a schedule for the completion of such tasks.



100 CONSTITUTION PLAZA • 6th FLOOR • HARTFORD • CONNECTICUT • 06103-1722 • TELEPHONE (860) 757-7700
FAX (860) 757-7742

INTERMEDIATE PROCESSING CENTER HARTFORD, CONNECTICUT

INSPECTION OF
October 31, 2013

LIST OF ITEMS TO BE ATTENDED TO

Process Area Equipment Inspection:

- Plant air compressor located next to the maintenance shop cage on the south east corner of the building needs to be cleaned of caked on oil and dirt. This is an air cooled motor that is literally caked with a thick layer of oil and dirt preventing the motor from adequately cooling. **Photo 1 – Completed by 10-11-13 – Verified 10.31.13**
- Dirt, oil and debris located all around the air receiver tank. This needs to be cleaned as it poses a fire hazard. **Photo 2 – Completed by 10-18-13 – Verified 10.31.13**
- The M51B hydraulic skid located on the north wall of the infeed conveyor is caked with hydraulic oil on top, the sides and especially on the floor around the base of the hydraulic skid. On closer examination it was found that several gaskets are leaking and either needs to be replaced or tightened up. **Photo 3 – Completed by 10-11-13 – Verified 10.31.13**
- The motor fan guard on the OCC baler tie-in system is missing screws to keep it in place. This is an employee hazard. **Photo 4 - Completed 10-9-13 – Verified 10.31.13**
- A wiring junction box on OCC baler tie in system is missing one screw to keep it tightly closed. This is an employee hazard. **Photo 5 – Completed 10-9-13 Verified 10.31.13**
- The OCC baler hydraulic skid shows hydraulic oil all over the top and sides of the equipment and it is mixed with dust and dirt. I was informed that they recently power washed the top, but it needs to be cleaned with scrapers as well as power wash, then all the leaks need to be repaired. **Photo 6 & Photo 7 - Completed by 10-18-13 – Verified 10.31.13**
- The glass sorting system behind the Co-Mingling system is no longer being used due to the large drop of material coming in. At present ReCommunity does not have a rotational maintenance program for this equipment and cannot remember the last time it was ever turned over. In my experience, unless the equipment is abandoned and totally disconnected ready for the scrap metal, a plan should be in place to roll the equipment over at least once a month and to follow a greasing and lubrication schedule even if not run. **Photo 8 – Verified that the equipment ran and that the glass was sorted 10.31.13. However it was found that since the last time the machine ran that there**

was glass that had been left in the unit and it was covered with a thick layer of dust. ReCommunity said that they will clean the machine and will run the machine through its phases once every six (6) months to verify that the machine is still functioning as it should. ReCommunity will also ensure that the machine will be cleaned inside and out after each operational test run before shut down for another six (6) months.

- Many of the motor fan guards are plugged with dirt, dust and debris and need to be cleaned on a regular schedule or the motors will not last. The more dirt, dust and debris that plug the cooling holes the greater the chance the motor will over heat and burn up. It is also a fire hazard. **Photo #9 - Completed by 10-11-13 – Verified 10.31.13**

Concluding Comments:

Most of the motors I observed were satisfactory with no visible issues that I could see. However, there are several out of the way motor fan guards that are clogged with dirt and dust preventing proper cooling of the motors. I believe a walk down of the equipment by someone in charge after the cleanings have been done would soon mitigate these motors from being excluded in the normal cleaning cycle. I also recommend that FCR augment their cleaning program for the equipment to better remove the paper and dust, particularly in hard to reach places, by using a vacuum suck truck similar to what CRRA utilizes at the WPF. Mark Winch informed me that there is a daily cleaning schedule and a weekly cleaning schedule that has been instituted in which the out of sight motors are now being cleaned. The OCC balers has been cleaned and what is on it currently is dust from normal operation. Mark informed me that it is thoroughly cleaned once a week and power washed once a quarter.

FCR's own admission is that it does not believe that the third baler, (the OCC Baler) will make it through to the end of the initial term of the new agreement (June 30, 2017).

A copy of a daily work list was sent to me for my review and showed that the maintenance department is trying to be on top of daily PM's and when notified of something that needs to be repaired act as quickly as possible to mitigate the issue.

I believe that if FCR continues with a proper maintenance program and increases its housekeeping program, the equipment can and will be viable for the term of the new contract, with the exception of the third baler.

If you have any other questions, please don't hesitate to call me.

Sincerely,

Gary Bonafilia

Operations Engineer
CT Res. Rec. Authority
Off #: (860) 757-7708
Cell #: (860) 670-7192



Photos mentioned in report are included below:



Photo #1. Plant Air Compressor

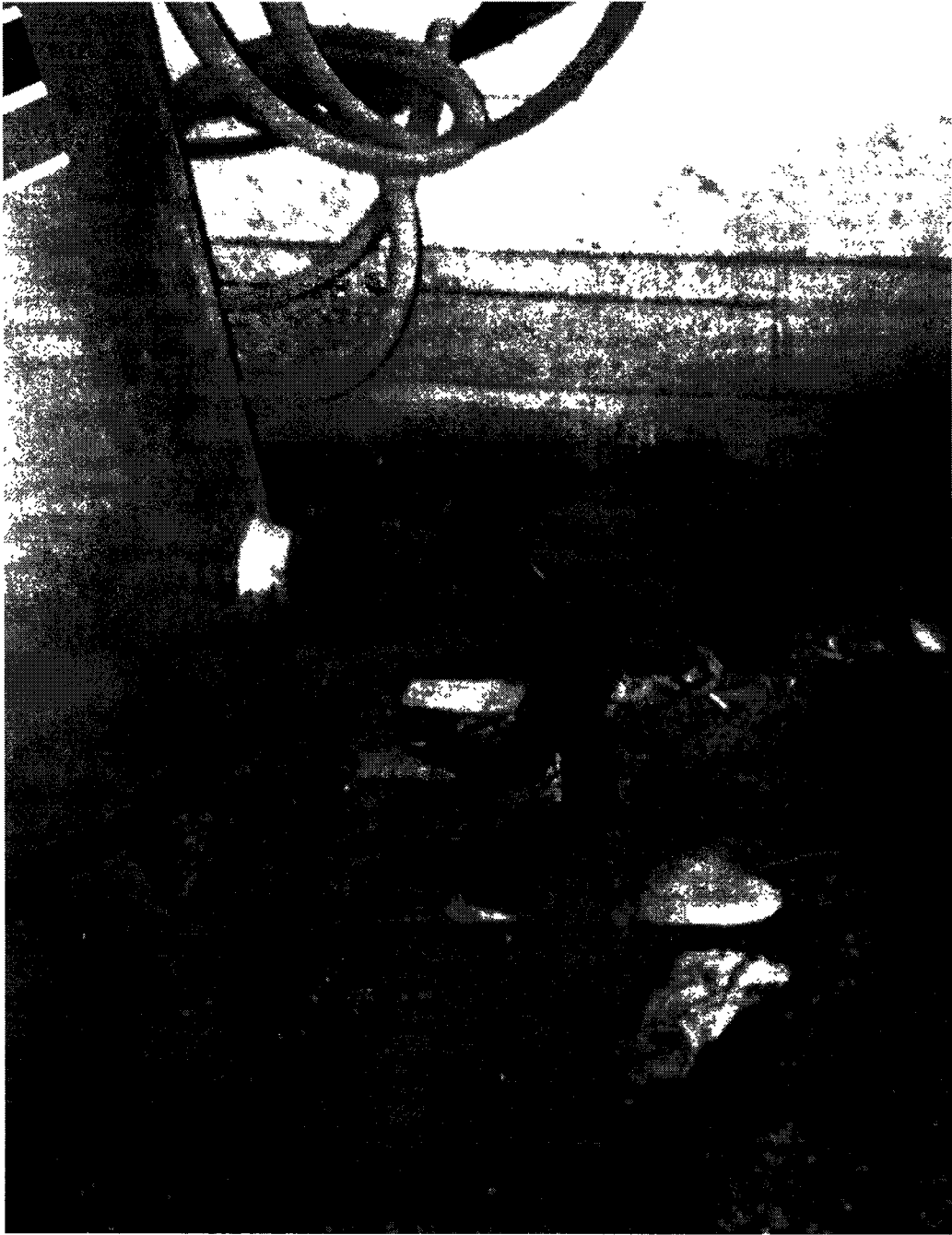


Photo #2. Plant air compressor base



Photo #3. Beatering Drum Hydraulic Skid

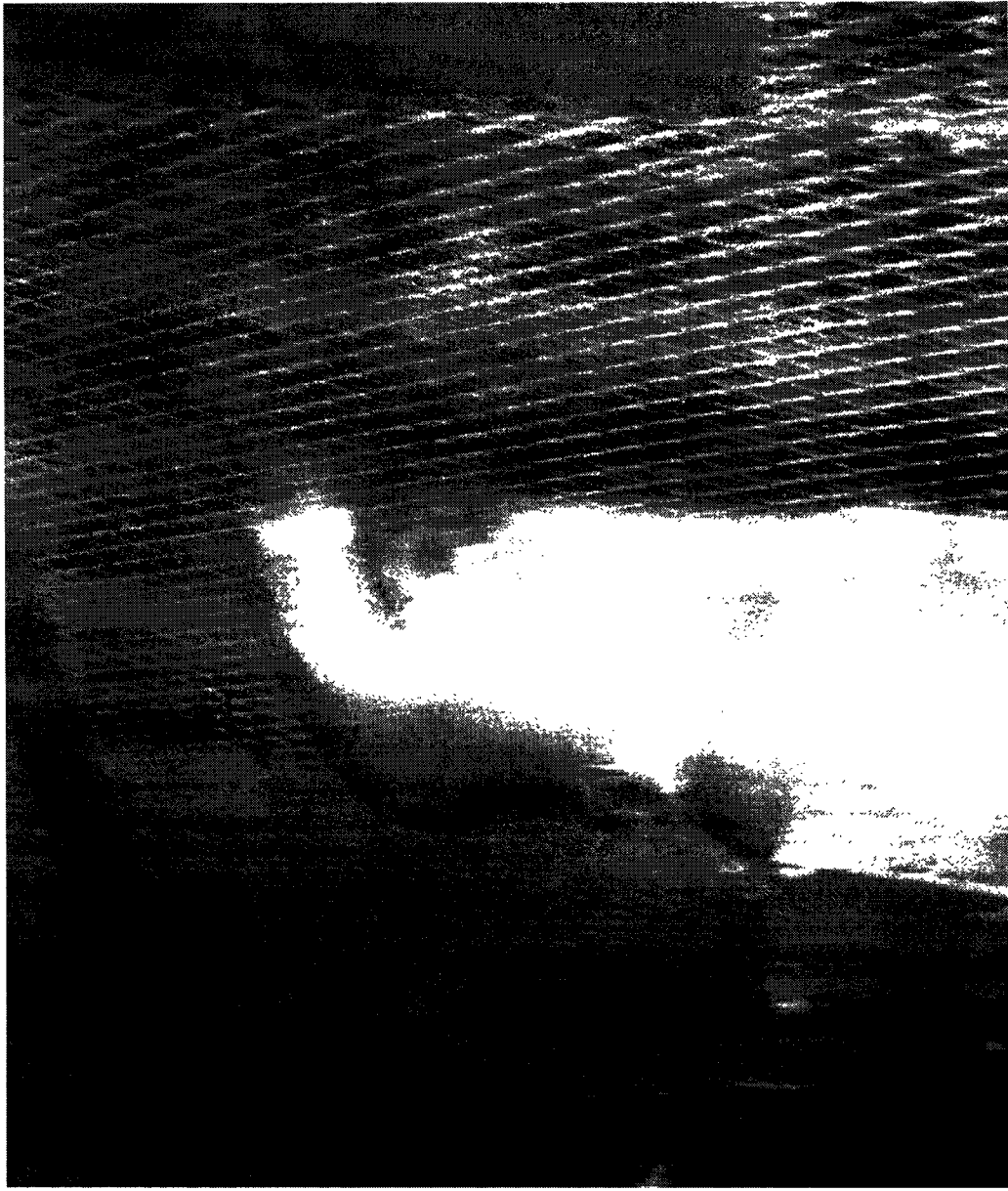


Photo #4. Motor Fan guard on OCC Baler Tie-in System (picture is not the best, but as of 10.11.13 this has been repaired)

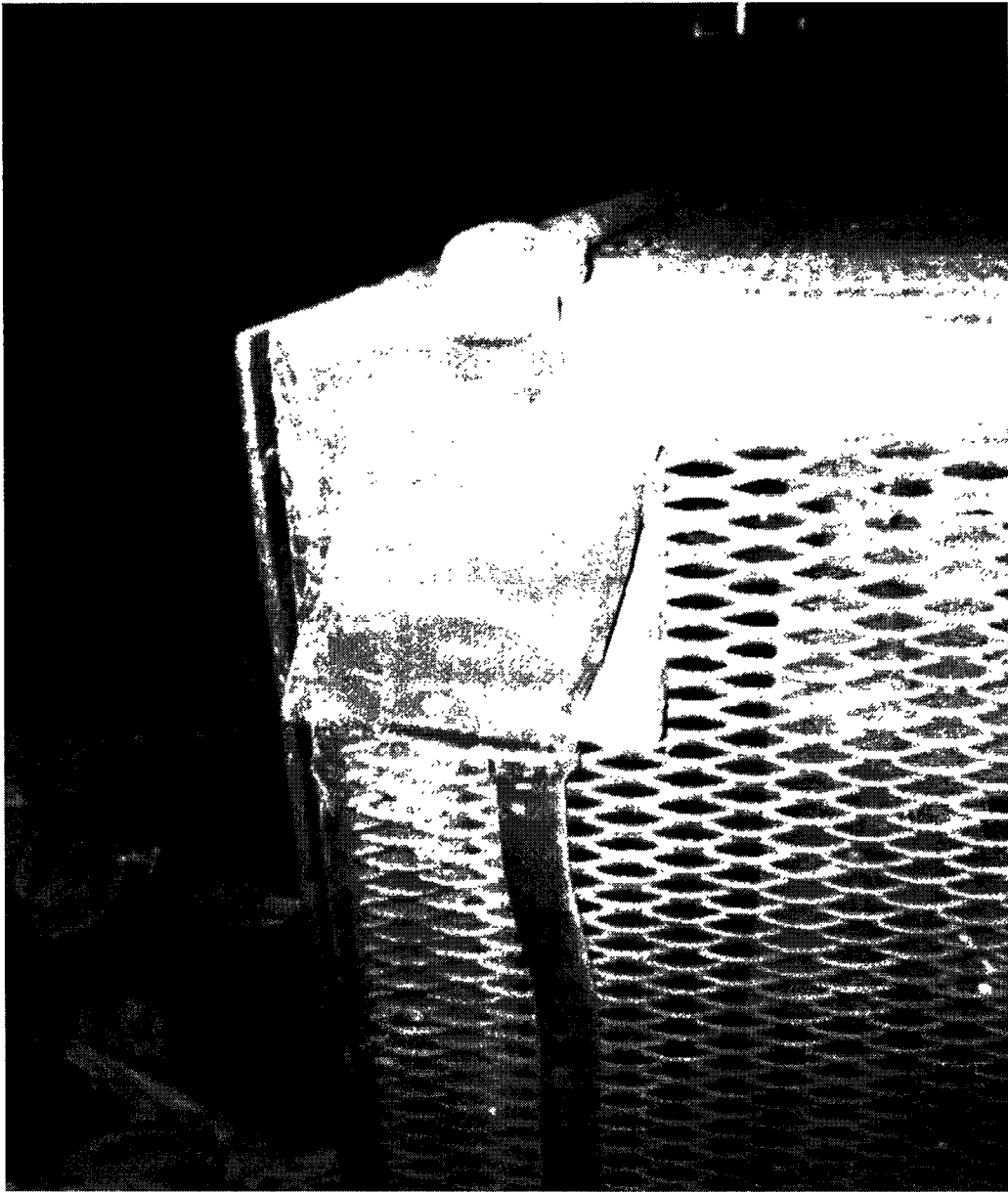


Photo #5. OCC Baler Tie-in electric junction box. (As of 10.11.13 this has been repaired)



Photo #6. Sides of OCC Baler Hydraulic Skid



Photo #7. Top of OCC Baler Hydraulic Skid

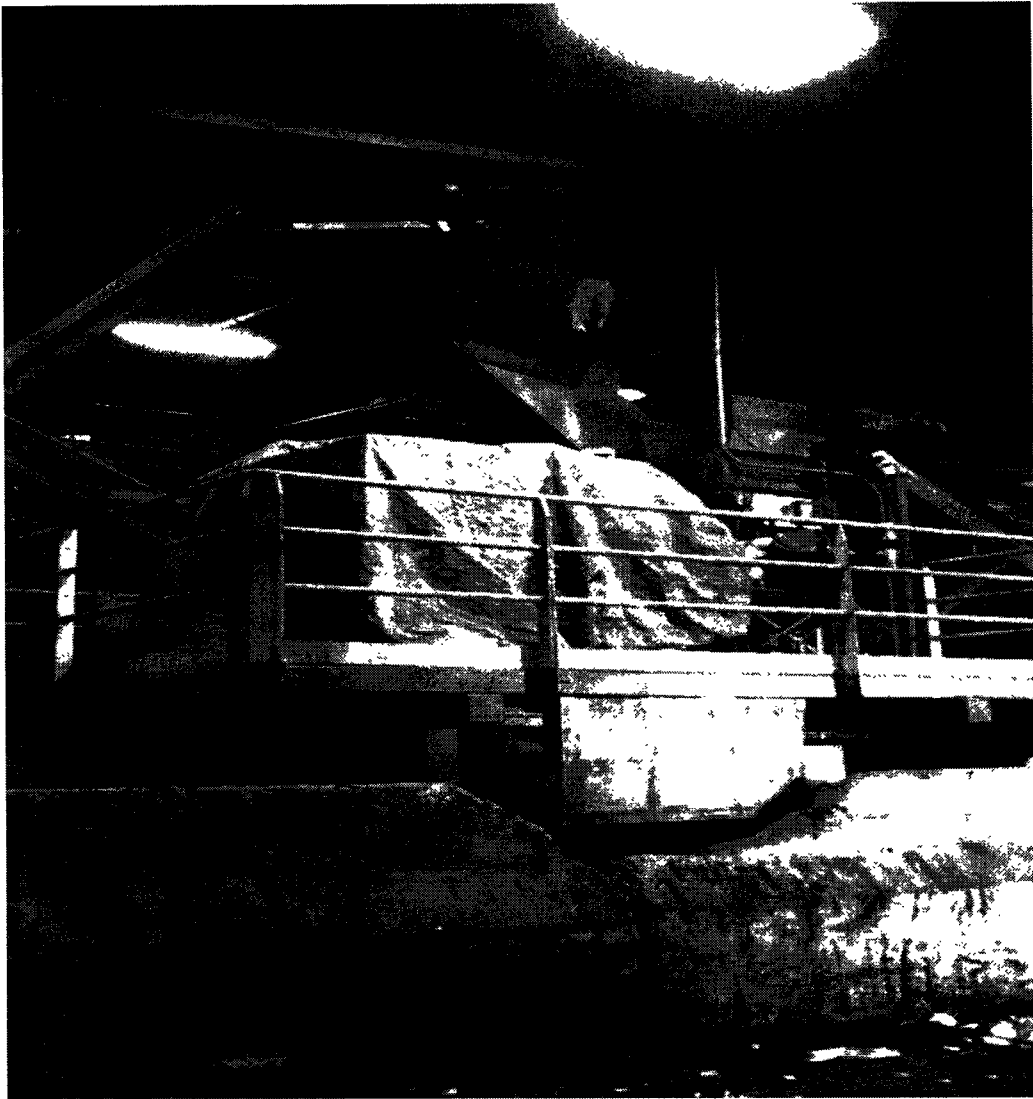


Photo #8. Glass Sorting Machine behind the Co-Mingling Equipment.



Photo #9. Dirt and debris cover many of the fan guards for the electric motors

EXHIBIT F

EQUIPMENT PLAN

EXHIBIT F: EQUIPMENT PLAN

Attached hereto and incorporated herein this Exhibit F are three components:

- The first is a list that itemizes the CRRA Equipment which will be utilized by the Contractor to perform the Services.
- The second is a Spare Parts Inventory, as specified in Article 2.10 of the Agreement.
- The third is an itemized list of Contractor Equipment

1. CRRA EQUIPMENT

CRRA TAG #	Equip. #	Equipment Name
PROCESS EQUIPMENT		
CONVEYORS		
1		
2	5320	CC-1 COMMINGLE LOWER HORIZONTAL PIT CONVEYOR
3	5321	CC-2 COMMINGLE INCLINE PIT CONVEYOR
4	5322	CC-3 COMMINGLE PRE-SORT CONVEYOR
5	5206	CC-4 TRASH TRANSFER CONVEYOR FROM C-3
6	5207	CC-6 TIN TRANSFER CONVEYOR FROM M-5 TO BIN
7	5121	CC-8 CONTAINER TRANSFER CONVEYOR
8	5201	CC-9 PLASTICS SORT CONVEYOR
9	NOT TAGGED	CC-10 ASEPTIC INCLINED TRANSFER CONVEYOR FROM C-9 TO C-11
10	NOT TAGGED	CC-11 ASEPTIC SMALL TRANSFER CONVEYOR FROM C-10 TO BIN
11	5155	CC-12B SAPPHIRE ACCELERATOR CONVEYOR
12	5158	CC-12E CONTAINER TRANSFER CONVEYOR TO C-41
13	5157	CC-13 PET QC SORT CONVEYOR TO BLOWER
14	5128	CC-14 ALUMINUM QC SORT CONVEYOR TO BLOWER
15	5307	CC-15 RESIDUE QC SORT CONVEYOR TO C-21
16	5153	CC-18 SILO TAKE-AWAY CONVEYOR
17	5154	CC-19 QC SORT CONVEYOR TO BALER
18	5305	CC-21 TRASH TRANSFER CONVEYOR TO COMPACTOR
19	5300	CC-22 GCS TRASH TRANSFER CONVEYOR TO COMPACTOR
20	5328	CC-26 BOX BELT GLASS TRANSFER CONVEYOR FROM GB-7
164	NOT TAGGED	CC-27A VIBRATORY CONVEYOR & METERING SURGE HOPPER
21	5329	CC-27B 2" MINUS GLASS TRANSFER CONVEYOR TO TROMMEL
22	5151	CC-41 PET TRANSFER CONVEYOR UNDER C-14 /15
23	5306	CC-41B PET INCLINE CONVEYOR AT SIDE OF CC-18
24	5181	CC-82C TROMMEL OVERS GLASS TRANSFER CONVEYOR
25	5182	CC-83 REVERSIBLE GLASS TRANSFER CONVEYOR FROM TROMMEL
27	5183	CC-84A VIBRATORY FEED CONVEYOR TO OPTIC SORT
28	5210	CC-85 SMALL FE / CERAMIC TRANSFER CONVEYOR FROM C-84A
29	5205	CC-86A GLASS PASS FRACTIONS TRANSFER CONVEYOR
30	5208	CC-86B GLASS PASS FRACTIONS TRANSFER CONVEYOR
31	5160	CC-86C GLASS PASS FRACTIONS TRANSFER CONVEYOR

32	NOT TAGGED	CC-87	FE / CERAMIC / RESIDUE PAPER TRANSFER CONVEYOR
33	5200	CC-88	3 MIX GLASS TRANSFER CONVEYOR
26	5203	CC-100	INCLINED FEED CONVEYOR FROM C-82C TO C-84A
34	5287	SSC-50	FIBER LOWER HORIZONTAL FEED CONVEYOR
35	5243	SSC-51	FIBER INCLINE FEED CONVEYOR W METERING DRUM
36	5224	SSC-52	FIBER PRE-SORT CONVEYOR
37	5178	SSC-54	OCC "OVERS" TRANSFER CONVEYOR to SSC-54B
176	5188	SSC-54B	OCC "OVERS" TRANSFER CONVEYOR to OCC BALER
39	5226	SSC-56	OCC "UNDERS" TRANSFER CONVEYOR
40	5227	SSC-57	ONP POST SORT CONVEYOR
41	5230	SSC-58	COMMINGLE TRANSFER CONVEYOR (under SSC-57)
42	5229	SSC-59	REVERSIBLE ONP TRANSFER CONVEYOR
177	5189	SSC-59B	ONP TRANSFER CONVEYOR FROM SSC-59 TO SSC-54B
43	5180	SSC-60	BUNKER CONVEYOR
44	5281	SSC-61	BUNKER CONVEYOR
45	5282	SSC-62	BUNKER CONVEYOR
46	5284	SSC-63	BUNKER CONVEYOR ONP
47	5184	SSC-64	FIBER BALER FEED CONVEYOR
48	5218	SSC-72	38' GLASS TRANSFER CONVEYOR
49	5220	SSC-73	12' GLASS TRANSFER CONVEYOR
50	5173	SSC-74A	60' GLASS TRANSFER CONVEYOR
51	5174	SSC-74-B	14' GLASS TRANSFER CONVEYOR
52	5272	SSC-75A	34' GLASS TRANSFER CONVEYOR
53	5325	SSC-75B	131' GLASS TRANSFER CONVEYOR
54	5168	SSC-76	25' IDLER SCREEN OVERS TRANSFER CONVEYOR
55	5242	SSC-78	23' OCC TRANSFER CONVEYOR
56	5167	SSC-79	17' NEWS SCREEN OVERS TRANSFER CONVEYOR
57	5165	SSC-80	35' NEWS SCREEN UNDERS TRANSFER CONVEYOR
58	5275	SSC-82	22' NEWS SCREEN OVERS ONP-2 TRANSFER CONVEYOR
59	5166	SSC-83A	32' ONP TRANSFER CONVEYOR
60	5169	SSC-83B	27' ONP TRANSFER CONVEYOR
61	5170	SSC-83C	23' ONP TRANSFER / SORT CONVEYOR
62	5176	SSC-84A	14' CONTAINER TRANSFER CONVEYOR
63	5177	SSC-84B	14' CONTAINER TRANSFER CONVEYOR
64	5219	SSC-84C	10' CONTAINER TRANSFER CONVEYOR'
65	5215	SSC-85A	31' CONTAINER TRANSFER CONVEYOR
66	5216	SSC-85B	22' CONTAINER TRANSFER CONVEYOR
67	5278	SSC-85C	74' CONTAINER TRANSFER CONVEYOR

68	5273	SSC-86	33' NEWS SCREEN UNDERS TRANSFER CONVEYOR
69	5164	SSC-88	16' CP SCREENER SMALL MIXED FIBERS TRANSFER CONVEYOR
70	5271	SSC-89	51' SMALL MIXED FIBER TRANSFER CONVEYOR
71	5190	SSC-90	31' SMALL MIXED FIBER TRANSFER CONVEYOR
72	5212	SSC-91	25' SMALL MIXED FIBER TRANSFER CONVEYOR
73	5213	SSC-92	16' OCC TRANSFER CONVEYOR
74	5228	SSC-93	62' SMALL MIXED PAPER SORT CONVEYOR
75	5211	SSC-94	35' CONTAINER TRANSFER CONVEYOR
76	5277	SSC-96	49' BOX BELT CONTAINER TRANSFER CONVEYOR
77	5279	SSC-97	15' REVERSIBLE CONTAINER TRANSFER CONVEYOR
78	5276	SSC-99A	29' QC SORT CONVEYOR
79	5280	SSC-99B	19' QC SORT CONVEYOR
80	5163	SSC-99C	24' CONTAINER TRANSFER CONVEYOR
178	5283	SSC-100	OCC TRANSFER CONVEYOR TO SSC 61 BUNKER CONV.

AIR PROCESS SYSTEMS

81	5124	APS-16	PET BLOWER SYSTEM
82	5128	APS-17	ALUMINUM BLOWER SYSTEM
83	5184	APS-82A	GLASS CYCLONE SYSTEM & AIR-LOCK
84	5301	BS-GCS	GLASS CLEANUP SYSTEM 30 HP BLOWER, CYCLONE & AIR-LOCK
85	5303	M-101	30 HP BLOWER
86	5302	M-102	AIR-LOCK
87	5217	BS-77F	#77 NEWS SCREEN BLOWER SYSTEM
88	5171	BS-81D	#81 NEWS SCREEN BLOWER SYSTEM
89	5172	BS-87D	#87 OLD PAPER SCREEN BLOWER
90	5175	ADS-98C	AIR DRUM SEPARATOR, BLOWER
91	5308	APS-12D	KAISER AIR COMPRESSOR #1035 FOR PET OPTIC SORT
92	5309	APS-90	KAISER AIR COMPRESSOR #1042 FOR GLASS OPTIC SORT

OPTIC SORT SYSTEMS

93	5156	OS-12-A	MSS SAPPHIRE PET OPTIC SORTER
94	5204	OS-84	MSS GLASS OPTIC SORTER

132		B-00	BALERS, COMPACTORS
96	5127	B-20	BADGER 2 RAM 100 HP BALER #8513
97	5186	B-65	SELCO HLO 8010 AR-150 HP BALER # 70629
98	5185	B-66	SELCO HLO 8110 I AR-100 HP OCC BALER # 07957922
133	5304	B-24	COMMINGLE SYSTEM COMPACTOR

MAGNETS & EDDY CURRENTS

99	5323	M-5	DINGS MAGNET W RECTIFIER
100	5314	E-40	EDDY CURRENT SEPARATOR

TROMMELS AND SCREENERS

101	5202	T-81	(3/8" MINUS) TROMMEL, COMMINGLE
102	5161	ADS-98A	AIR DRUM SEPARATOR, DRUM
103	5162	ADS-98B	AIR DRUM SEPARATOR, SPLITTER ROLLER

104		SCREENS	
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ROLL SCREENS

105	5324	GBS-7	2 DECK GLASS BREAKER SCREENER, COMMINGLE
106	5223	OCCS-53 A/B	2 DECK OCC SCREENER, SINGLE STREAM
107	5179	GB-71 A/B	2 DECK GLASS BREAKER SIZING SCREEN, SINGLE STREAM
108	5221	NS-77 A-D	4 DECK NEWS SCREENER, SINGLE STREAM
109	5222	NS-81 A-C	3 DECK NEWS SCREENER, SINGLE STREAM
110	5274	OP- 87 A-C	3 DECK OLD PAPER SCREENER, SINGLE STREAM

BINS & BUNKERS

111	5312	BC-11A-1	HDPE NATURAL BIN W FRONT DOOR & HOIST
112	5311	BC-11A-2	HDPE COLOR BIN W FRONT DOOR & HOIST
113	5313	BC-11A-3	MIXED PLASTICS BIN W FRONT DOOR & HOIST
114	5317	BC-11B-1	TIN BIN W FRONT DOOR & HOIST
115	5319	BC-11B-2	PET BIN W FRONT DOOR & HOIST
116	5318	BC-11B-3	ALUMINUM BIN W FRONT DOOR & HOIST
117	5316	BC-11B-4	ASEPTIC BIN W FRONT DOOR & HOIST
118	NOT TAGGED	BG-01	MIXED GLASS BUNKER
119	NOT TAGGED	BG-02	TROMMEL GLASS BUNKER
120	NOT TAGGED	BG-03	RESIDUE GLASS BUNKER
121	NOT TAGGED	BG-04	PREMIUM GLASS BUNKER
122	5180	BF-60	FIBER BIN W HYDRAULIC OPERATED DOORS
123	5281	BF-61	FIBER BIN W HYDRAULIC OPERATED DOORS
124	5282	BF-62	FIBER BIN W HYDRAULIC OPERATED DOORS
125	5284	BF-63	FIBER BIN W HYDRAULIC OPERATED DOORS

MEZZANINES

126	5327	MEZ-1	COMMINGLE MEZZANINES
127	NOT TAGGED	MEZ-2	FIBER MEZZANINES

ELECTRICAL

128	5225	MCC-1	FIBER MAIN CONTROL PANEL BY INFEED
129	5326	MCC-2	COMMINGLE MAIN CONTROL PANEL BY MAGNET
130	5159	MCC-3	GLASS SYSTEM MAIN CONTROL PANEL BY PET OPTIC SORT
131	5214	MCC-4	SINGLE STREAM MAIN CONTROL PANEL BY FIBER BALER
134		ERPP	ELECTRICAL ROOM POWER PANELS

SAFETY

135		SAFETY	SPRINKLER SYSTEM
136		SAFETY	EXTINGUISHERS
137		SAFETY	EMERGENCY LIGHTS
138		SAFETY	ELECTRICAL
139		SAFETY	FUEL STORAGE

BUILDINGS

140		BU-100	WAREHOUSE
		BU-200	PROCESSING EQUIPMENT
144		BU-300	MAINTENANCE SHOP AREA
147		BU-400	TIP FLOORS
148		BU-500	COMMINGLE INFEED PIT
148		BU-500F	FIBER PITS
141		BU-700	OFFICES
142		BU-800	BREAK ROOM
		BU-801	HALLWAY
143		BU-900	BATHROOMS
145		BU-901	ELECTRICAL ROOM
146		BU-902	SPRINKLER ROOMS

DOORS

151		DM-01	10 X 12 MAINT DOOR
152		DM-02	16 X 12 MAINT DOOR
153		DR-01	10 X 12 LEFT SIDE RAMP DOOR TO DOCKS
154		DR-02	8 X 10 RIGHT SIDE RAMP DOOR TO DOCKS
155		DD-01	16 X 12 DOCK DOOR
156		DD-02	16 X 14 DOCK DOOR
157		DD-03	16 X 14 DOCK DOOR
158		DD-04	10 X 14 DOCK DOOR

159	DT-01	16 X 24 COMMINGLE TIP DOOR
160	DT-02	16 X 24 COMMINGLE TIP DOOR
161	DT-03	16 X 24 COMMINGLE TIP DOOR
162	DT-04	16 X 24 FIBER TIP DOOR
163	DT-05	16 X 24 FIBER TIP DOOR

149	YARD	YARD
150	SCALE	SCALE

169	5315	DUMP HOPPER
170	5122	DUMP HOPPER
171	5123	DUMP HOPPER
172	5126	DUMP HOPPER
173	5129	DUMP HOPPER
174	5130	DUMP HOPPER
175	5152	DUMP HOPPER
179	5285	DUMP HOPPER
180	5286	DUMP HOPPER
181	5288	DUMP HOPPER
182	5289	DUMP HOPPER
183	5290	DUMP HOPPER
184	5241	DUMP HOPPER

2. SPARE PARTS INVENTORY

2.1 Spare Parts Inventory – Motors

<i>Motors</i>	<i>Model</i>	<i>HP</i>	<i>Frame</i>	<i>Estimated Value</i>
Baldor	M3543	0.75	56	\$380
Baldor	VM3546	1	56C	\$250
Baldor	VM3554T	1.5	145TC	\$310
Baldor	VBM3558	2	56C	\$1,000
Baldor	VBM3611T	3	182TC	\$400
Baldor	VM3615T	5	184TC	\$440
Baldor	VM3710T	7.5	213TC	\$900

2.2 Spare Parts Inventory – Reducers

<i>Model</i>	<i>S/N</i>	<i>Ratio</i>	<i>Conveyor/ Machines</i>	<i>Comments</i>	<i>Estimated Value</i>
9022.1AZ N180TC	1/8110458752.00	39.77			
9012.1AZ N180TC		24.53	C-56		
9012.1AZ N180TC	2/8206515189.00	31.45			
			53A/B		
			C-96	1-1/2" Bore	
			C-51A		
			C-80/86	Motor/reducer assy.	
			C-27B	Motor/reducer assy.	
			7A/B	Motor/reducer assy.	

2.3 Spare Parts Inventory – Bearings

<i>Make</i>	<i>Bearing</i>	<i>Bore</i>	<i>Estimated Value</i>
Seal Master	SFT-23	1-7/16"	\$85
Seal Master	SFT-24	1-1/2"	\$95
Seal Master	SFT-31	1-15/16"	\$125
Seal Master	ST-23	1-7/16"	\$185
Seal Master	ST-31	1-15/16"	\$245
Browning	VPS-331	1-15/16"	\$120
Seal Master	ST-35	2-3/16"	\$150
Seal Master	SF-31	1-15/16"	\$135
Browning	VPS-335	2-3/16"	\$280
Browning	VF4S-335	2-3/16"	\$130
Seal Master	MSF-35	2-3/16"	\$220
Seal Master	NP-16	1"	\$50
Seal Master	NP-23	1-7/16"	\$75
Seal Master	NP-31	1-15/16"	\$125
Seal Master	NP-35	2-3/16"	\$145
Seal Master	MP-31	1-15/16"	\$155
Seal Master	MP-35	2-3/16"	\$180
Seal Master	MP-39	2-7/16"	\$250
Seal Master	MP-47	2-15/16"	\$345
Rexnord	ZBR2203	2-3/16"	\$375
Rexnord	ZBR2207	2-7/16"	\$385
Browning	VER-243	2-11/16"	\$100
McGill	CCFH	3-1/2" SB	\$165
Seal Master	MSF-35	2-3/16"	\$220

2.4 Spare Parts Inventory – Baler Parts

<i>Model</i>	<i>Description</i>	<i>Estimated value</i>
193-EEHF	Overload Relay	\$340
100-D115D11	Contactora	\$470
02-178106	Solenoid	\$100
C-64	Drive	\$1,700
Fiber Baler	Knife set	\$3,400
Commingle Baler	Knife set	\$2,800

2.5 Spare Parts Inventory – Disc Screen Starts

<i>Quantity</i>	<i>Description</i>	<i>Estimated value</i>
50	Disc Screen Stars	\$2,100

3. CONTRACTOR EQUIPMENT

Quantity	Description
1	Tow behind compressor
2	Pay loaders
1	Skid Steer
4	Forklifts
1	60-foot man lift
Misc	All maintenance tools

EXHIBIT G

**FORM OF PERFORMANCE BOND
AND LETTER OF CREDIT**

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]

PERFORMANCE BOND

CONTRACTOR (Name and Address): FCR, LLC 809 West Hill Street Charlotte, NC 28208	SURETY (Name and Address):
---	----------------------------

OWNER (Name and Address):

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

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

Date: _____, 2013

Amount:

Description (Name and Location):

Connecticut Solid Waste System Recycling Facility

BOND

Date: _____, 2013

Amount: TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS

TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Agreement for Operation & Maintenance Services and Commodity Marketing Services for the Connecticut Solid Waste System Recycling Facility (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) business 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 thirty (30) 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 five (5)

business 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 out-of-pocket legal and delay costs of Owner 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 of Owner, 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 personally delivered or sent by recognized overnight courier, in either case with signature required, to the address shown on the first 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
 - 13.1. Contractor Default: An Event of Default (as defined in the Agreement) of Contractor under the Agreement.
 - 13.2. Owner Default: An Event of Default (as defined in the Agreement) of Owner under the Agreement.
14. This Bond is for the term beginning August _____, 2013 and ending August _____, 2014.
15. The Bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
16. This Bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
17. No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner and this Bond cannot be assigned to any other party without the written consent of the Surety.
18. This Bond shall be deemed automatically extended without amendment for one year from the expiration date hereof unless 90 days prior to that date the Surety shall provide written notice to Owner of its election not to renew the Bond.

19. Neither non-renewal by the Surety, nor failure nor inability of the Contractor to file a replacement Bond shall constitute loss to the Surety recoverable under this Bond, notwithstanding any language in the Agreement to the contrary.

CONTRACTOR AS PRINCIPAL
[Contractor]

SURETY
Company:

By: _____
Its

By: _____
Its

EXHIBIT H

SEEC FORM 11

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.

EXHIBIT I

AFFIDAVIT CONCERNING NONDISCRIMINATION



**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 Secretary (title) of FCR, LLC (firm name), an entity duly formed and existing under the laws of the State of Delaware (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 COMMODITY MARKETING SERVICES FOR THE CONNECTICUT SOLID WASTE SYSTEM 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): *David Sturgess*

Name (Print): David Sturgess

Title: Secretary

Sworn to before me this 31st day of October 2013

Melanie A. McGlosson
Notary Public/Commissioner of the Superior Court

6-19-15
Melanie A. McGlosson
Notary Public
Mecklenburg County
North Carolina
My Commission Expires - June 19, 2015

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;

EXHIBIT J

AFFIDAVIT CONCERNING CONSULTING FEES



**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 Secretary (title) of FCR, LLC (firm name), an entity duly formed and existing under the laws of the State of Delaware (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 COMMODITY MARKETING SERVICES FOR THE CONNECTICUT SOLID WASTE SYSTEM 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.

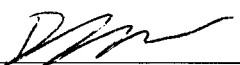
¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

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:	None	
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): David Sturgess

Title: Secretary

Sworn to before me this 31st day of October 2013

Melanie A. McGlosson
 Notary Public/Commissioner of the Superior Court

6-19-15
 My Commission Expires - June 19, 2015

EXHIBIT K

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

AGREEMENT FOR OPERATION AND MAINTENANCE SERVICES AND COMMODITY MARKETING SERVICES FOR THE CONNECTICUT SOLID WASTE SYSTEM 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, David Sturgess, a duly authorized officer and/or representative
of FCR, LLC (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 COMMODITY MARKETING SERVICES FOR THE CONNECTICUT SOLID WASTE SYSTEM 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

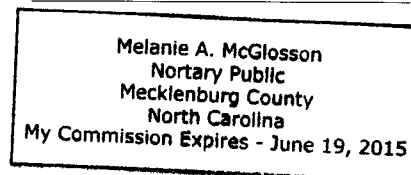
Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Brendan Sharkey, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: 
 Name (type/print): David Sturgess
 Title: Secretary
 State Of: North Carolina
 County Of: Mecklenburg

David Sturgess, being fully sworn, deposes and says that he/she is the **Secretary** (Title) of **FCR, LLC** (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 31st day of October 2013


 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 9-601a 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 a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;
- (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;
- (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.
- (16) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor; or
- (17) Travel expenses, lodging, food, beverage and other benefits customarily provided by a prospective employer, when provided to a student at a public institution of higher education whose employment is derived from such student's status as a student at such institution, in connection with bona fide employment discussions.

"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.

EXHIBIT L

PRESIDENT'S CERTIFICATION CONCERNING GIFTS



PRESIDENT'S CERTIFICATION CONCERNING GIFTS

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

**Awarded To
FCR, LLC**

(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 COMMODITY MARKETING SERVICES FOR THE CONNECTICUT SOLID WASTE SYSTEM 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: TD Kirk

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 20 day of June 2013

[Signature]
Notary Public/Commissioner of the Superior Court

EXHIBIT M

CRRA'S EMERGENCY NOTIFICATION PROCEDURES

EXHIBIT M:**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. ReCommunity 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, Director of Recycling and Enforcement	(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

- * **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		
John Karmozyn, Aon Risk Solutions	(212) 479-4136	Office
	(646) 629-9679	Mobile
	John.karmozyn@aon.com	E-mail
OR		
Henry Christian, VP, Account Executive Aon Risk Solutions	(202) 429-8598	Office
	Henry.christian@aon.com	E-mail

EXHIBIT N

OPERATION AND MAINTENANCE AND SAFETY PLAN



**OPERATION AND MAINTENANCE AND SAFETY PLAN
CSWS SOLID WASTE SYSTEM RECYCLING FACILITY**

**211 MURPHY ROAD
HARTFORD, CONNECTICUT**

Revised October 2013

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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 A-1 (as built 05/2007)

East Elevation Drawing A3 (as built 05/2007)

Enlarged North Elevation at New High Bay A4 (as built 05/2007)

CP Fiber & Container Sort System 2/27/2006 As Built Drawings (5 drawings)

CP Fiber & Container Sort System 3/31/2006 Equipment Listing (3 pages)

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

Locations Proposed Plan - Drawing F-1

CP Fiber & Container Sort System 4/7/2008 As Built Drawings (5 drawings)

CP Fiber & Container Sort System 4/7/2008 Equipment Listing (4 pages)

CP Punch list for 9/23/2008 added Rigid Plastic Sort Line

Attachment 3 - Traffic Study, DMJM Harris

Attachment 4 - Emergency Contact List

Attachment 5 - Connecticut Resources Recovery Authority Organizational Chart

Attachment 6 - Contractor - Organizational Chart

LIST OF ACRONYMS

ANSI	American National Standards Institute
CPF	Container Processing Facility
CRRA	Connecticut Resources Recovery Authority
CSWS	Connecticut Solid Waste System
CTDEEP	Connecticut Department of Environmental & Environmental Protection
IPC	Intermediate Processing Center
MSDSs	Material Safety Data Sheets
Mid-CT	CSWS
NFPA	National Fire Protection Association
ONP	Old newspaper
OCC	Old corrugated cardboard
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PPF	Paper Processing Facility
RF	RF Facility (211 Murphy Road)
RCSA	Regulations of Connecticut State Agencies
USEPA	United States Environmental Protection Agency
SS	Single Stream

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.

CRRA provides waste management and recycling services to more than half of Connecticut's cities and towns. CRRA's statewide system is comprised of recycling, waste-to-energy, landfill and transfer station facilities in the CSWS, the Southwest Project, the Southeast Project and the Property Division. CRRA contracts with public and private sector vendors for facility operations.

1.2. The CSWS RF

1.2.1 History

In 1990, CRRA took steps to develop a Regional Recycling Center to serve the member towns of its former Mid-Connecticut (Mid-CT) Project. CRRA submitted to CTDEEP applications for permits to develop a PPF at 123 Murphy Road in Hartford and a 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 Regional Recycling Center.

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 calendar year 2005, CRRA executed a long term design/build/operate contract with a facility operator and modified the permit to construct and to operate at the 211 Murphy Road location. 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 calendar year 2008 CRRA further modified the facility to accommodate single stream recycling. Currently, the great majority of deliveries to the facility are in the single stream mode.

On November 16, 2012 all assets of CRRA's former Mid-CT Project, including the RF and Transfer Stations, were transferred to the CSWS.

1.2.2 Current Operations

The RF consists of the following:

- A scale house with two electronic truck weight scales;

- A 64,000 square foot enclosed processing building containing single stream processing operations;
- The administrative offices of FCR, LLC (the “Contractor”); and
- The break room and toilet and locker facilities for RF employees.

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

- The CRRA CSWS Project offices; and
- The CRRA Trash Museum.

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

While CSWS RF processing operations are housed in one building, the recyclables delivered to the RF (commingled containers and paper) are capable of being processed in either dual stream or single stream mode. CRRA has contracted with the Contractor to operate the RF pursuant to that certain Agreement for Operation & Maintenance Services and Commodity Marketing Services for the Connecticut Solid Waste System Recycling Facility (the “Operating Agreement”).

1.2.2.1 Commingled Containers

The RF accepts commingled containers (glass, plastics, metal cans and aseptics) for separating and processing. The containers are transported to market throughout the United States, Canada and overseas.

1.2.2.2 Paper

The RF accepts paper (e.g., newspaper, corrugated cardboard, magazines, mixed paper and boxboard) for processing. Paper is transloaded and transported to markets throughout the United States, Canada and overseas.

1.2.2.3 Single Stream (SS)

The RF accepts commingled containers (glass, plastics and metal cans) along with paper (e.g., newspaper, corrugated cardboard, magazines), combined together (SS), for separating and processing. The containers and paper are transported to market throughout the United States, Canada and overseas.

2. TRAFFIC

2.1 Access to the Site

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

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 RF.

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 right (south) onto Brainard Road. They follow Brainard Road to Murphy Road and turn left (east) onto Murphy Road. The trucks follow Murphy Road east and north to the RF.

Alternatively, trucks may turn left (north) from Airport Road onto Brainard Road and follow Brainard Road north where it turns into Maxim Road. They follow Maxim Road northeast and east to Murphy Road where they turn right (south) onto Murphy Road and follow it south to the RF.

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 RF.

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 RF.

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 residential paper recycling or to consolidate residential paper recycling in the commingled container recycling building. Traffic analyses performed at that time included an alternative which CRRA decided to implement at the RF.

Subsequent to completion of the original analyses, CRRA entered into the Access and Scale Use Agreement dated March 31, 2003 (the "Scale Use Agreement") with the owner of the property at 123 Murphy Road. Under the Scale Use 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 RF may use Driveway B to access the RF and vehicles delivering bulk material and commercial paper to 123 Murphy Road may use Driveway A to access 123 Murphy Road. The Scale Use 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 RF will enter through Driveway B from Murphy Road. After delivering their recyclables to the RF, these vehicles will exit through Driveway A. The layout of the site and the configuration of the facility allow all vehicles to dump both their commingled containers and paper, or single stream 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 or C 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 RF 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 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 SS Processing area
- Back into the RF 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 RF.

All recycling and transfer vehicles using the facility must have obtained a CRRA permit prior to delivering recyclable materials to the RF. 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 CRRA's scale operator, 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 RF are provided for employee and visitor parking.

3. MANAGEMENT

3.1 Organizational Plan

The following are descriptions of the RF-related organizational plans for the CRRA and the Contractor.

3.1.1 Connecticut Resources Recovery Authority

The organizational chart for CRRA is **Attachment 5** to this Plan.

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

In addition to the CTDEEP certified facility operator, CRRA will occasionally have an Scale/Enforcement Specialist on-site. The Scale/Enforcement 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 Contractor

The organizational chart for the Contractor is Attachment 6 to this Plan.

The Contractor will assign two employees for plant management: the Operations Manager and the Plant Supervisor. If the Contractor runs a second processing shift, the Contractor 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 Contractor 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 RF processing areas 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 RF processing areas, 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 floor of the RF processing areas, including productivity, traffic control, record keeping and quality control. The Operations Manager also has the following responsibilities:

- Supervising the implementation of the RF processing areas 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 RF 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; 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 Payloader Operator

The Payloader Operator has the following responsibilities:

- Operating the payloader 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; and
- 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; and
- 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 processing area clean and neat.

3.2 Operating Schedule

The New RF shall receive Acceptable Recyclables as follows: (i) Monday through Friday from 7:00 a.m. through 4:00 p.m. and (ii) Saturdays following Holidays from 7:00 a.m. through 11:00 a.m. 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 discretion, CRRA reserves its right to change the foregoing receiving hours for accepting Acceptable Recyclables at the New RF, at the charge set forth in Section 2.9 of the Operating Agreement, provided such changed receiving hours are permissible under all Applicable Laws and Permits. The Contractor may request that the RF

processing hours be extended. CRRA shall use its reasonable, commercial, good faith judgment when determining whether to grant any such request.

3.3 Personnel Training

CRRA and the Contractor are each responsible for providing their own training for their own employees.

3.3.1 CTDEEP Training

CRRA and the Contractor must provide training programs specifically structured to achieve the CTDEEP 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 CTDEEP trained and certified as a facility operator.

The following Contractor personnel must be CTDEEP trained and certified as facility operators:

- Operations Manager;
- Plant Supervisor

3.3.2 Contractor Training

In addition to CTDEEP certification training, the Contractor'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 hands-on 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 RF 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.

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.

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 abilities, experience and knowledge of the trainee.

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 Payloader Operator

The Payloader Operator's training includes:

- Demonstration and explanation of truck unloading procedures.
- Demonstration and explanation of properly loading the infeed conveyors.

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 Contractor will provide the following safety related training to all employees:

- Fire extinguisher use training - 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

The Contractor has provided a \$2,000,000 surety bond to guaranty it complies with its operating responsibilities.

4. FIRE PROTECTION

The Contractor'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 Contractor shall conduct fire safety training in accordance with the relevant NFPA standards and periodic, but at a minimum semiannual, fire drills for all employees.

The building is equipped with an automatic fire alarm system and a sprinkler system. In addition, numerous fire extinguishers are located throughout the facility. Fire extinguishers located throughout the RF shall be inspected periodically by site personnel and an outside vendor. Records of all such inspections shall be provided by Contractor to the CRRA facilities manager and retained at RF. All "hot work" permits for repairs to the RF or the equipment therein shall be provided to CRRA in advance of the work being performed. All "hot work" shall be performed in accordance with the relevant National Fire Protection Association (NFPA) standards.

A drawing depicting the pull stations, fire extinguishers, and sprinkler system is included in **Attachment 2** – "Fire and Safety Devices Floor Plan".

Smoking is not allowed in the RF or within 200 feet thereof. Smoking is allowed in that portion of the parking lot for Contractor's employee vehicles that is beyond the building which includes the CRRA offices. Contractor shall at all times provide a smoking tube that safely extinguishes cigarettes and cigars in the area where Contractor employees smoke, and Contractor shall empty and otherwise maintain such smoking tube.

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 RF is at 410 Franklin Avenue, approximately two miles from the RF. The nearest fire hydrant is approximately 275 feet from the RF.

4.1 Building Sprinkler System

The entire RF 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 NFPA Code.

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

5. EQUIPMENT

The residential container and paper recyclables processing market is very dynamic. The supply of recyclables fluctuates significantly as does the demand for products from the RF. The following sections describe equipment representative of the equipment that Contractor may employ in the RF. The Contractor may replace this equipment with like equipment, after obtaining the approval of CRRA, without resubmitting a permit modification application.

5.1 Rolling Stock Owned by Contractor

The RF rolling stock shall consist of: at least one (1) payload, two (2) forklifts and one (1) skid steer.

5.2 Processing Area Equipment

5.2.1 The container processing area equipment includes but is not limited to the following major items:

- *Air Rotary Screw Compressor*
- *Material Storage Silo*
- *Harris Badger – Baler*

- *PET Optical Sorter*
- *Trash Compactor*
- *Steel package including platforms and support*
- *Multiple conveyors*

5.2.2 The paper processing area equipment includes but is not limited to the following:

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

5.2.3 The single stream processing area equipment includes but is not limited to the following:

- *Steel package including platforms and support*
- *OCC Screens Transition Chutes and Hopper*
- *Multiple Conveyors*
- *Multiple deck screens*
- *ADS system*
- *OCC Baler*

6. RECORDS

All vehicles entering and exiting the RF facilities will be weighed on the scales, which are operated by CRRA, except that vehicles containing residue may be weighed at the CSWS waste-to-energy facility.

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 CTDEEP 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 CTDEEP, project managers, towns and the regions detailed or summarized reports of recycling activities at the RF.

7. MAINTENANCE

7.1 Equipment and Building 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. The Contractor shall employ predictive and preventative 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.

The Contractor must use its best efforts to perform maintenance during periods when the RF is not open for acceptance and processing of recyclable materials. If, however, the Contractor must perform maintenance during normal hours of operations, the RF 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 (including the roof but not including building siding and loading dock) and site (beyond what Contractor is required to perform under the terms of the Operating Agreement or this Plan) 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 Contractor will perform building and adjacent

grounds maintenance in accordance with the terms of the Operating Agreement, including but not limited to sweeping the interior of the RF.

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

The on-site roads and maneuvering parking areas will be cleaned by the Contractor 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 Contractor 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 Contractor is responsible for all interior maintenance activities in the processing areas.

CRRA, as part of the CSWS, develops and executes an annual budget for operations and maintenance of the RF building and grounds. This budget requires the approval of the CRRA Board of Directors.

7.3 Equipment Shutdowns

The Contractor must inform CRRA of all scheduled shutdowns for any scheduled maintenance 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 Contractor, 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 must be swept manually after each shift. The debris collected during cleanup procedures is disposed of at properly licensed facilities.

The tipping floors areas 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 Contractor must implement, either itself 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 RF. 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 Contractor's maintenance supervisor/mechanic is responsible for the following daily maintenance items for the processing areas:

- 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 Contractor's maintenance supervisor/mechanic is responsible for the following lubrication and inspection activities for the processing areas:

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.

Monthly:

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

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 haulers 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 RF. All recyclable material must be delivered inside the RF 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 RF.

7.7 Dust and Odor Control

The recyclable materials processed at the RF are generally clean and free of putrescible matter. Therefore, there should be minimal offensive-odor causing materials associated with RF operations. Contractor will schedule and conduct regular daily cleanings of the processing equipment during the processing of material, consistent with OSHA guidelines. In addition at the end of each shift Contractor shall clean and perform dust removal operations on the machines and catwalks, and underneath conveyors, before the start of the next shift. Contractor shall expeditiously remove dust from any equipment that is a source of heat such as motors. Contractor shall coordinate with CRRA to schedule quarterly facility-wide cleaning to remove any dust that has accumulated in the RF utilizing a vacuum truck owned by CRRA. Contractor shall, in consultation with CRRA and its designee, train its employees in the proper operation of the vacuum truck. Contractor shall operate the vacuum truck with its personnel at its sole cost (but at no charge from CRRA) in accordance with the operations manual, generally accepted industry standards and consistent with OSHA guidelines. Contractor shall be responsible for the cost of fuel for the vacuum truck used in cleaning the RF and any maintenance and repairs needed to the vacuum truck as a result of Contractor's use not resulting from ordinary wear and tear. Contractor shall purchase all the non-collapsible hose required to reach all areas in the RF where dust has accumulated. Contractor shall be responsible for the proper disposal of any dust collected by the vacuum truck in cleaning the RF, which may be disposed of at the CSWS Resource Recovery Facility as Residue under the provisions of Section 1.24 of the Agreement.

7.8 Vector Control

The Contractor must retain the monthly services of a local exterminator for the entire RF facility.

8. OPERATION

8.1 Design Capacity of Process Equipment

The RF is designed and permitted to accept the amounts of recyclables specified in the following sections. The RF is permitted by the DEEP to accept and process 210 tons per day of commingled containers and 350 tons per day of paper.

8.2 Operations

The processing areas are located in separate parts of the RF building and can function independently with the exception that single stream material needs to be processed through the fiber processing infeed.

8.2.1 Container Processing

The Contractor utilizes a separation and sorting process for residential commingled containers delivered to the RF. 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 Contractor 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 payloader piles incoming loads in proper areas and makes room for future loads. The payloader pushes the material into the system supplying the container processing system.

Material is automatically transferred 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. 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 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, 3-7's) 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 nonferrous 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 conveyed 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. 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 is immediately stop and trained personnel dispose of the syringes into a proper container. The syringes are disposed of in a 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 by Contractor and set aside before the tank reaches the conveyor or sorting lines. Contractor places pressurized cylinders in a hopper for removal. .

Contractor shall coordinate communications with an appropriate propane cylinder recycler to have these pressurized vessels removed from the RF site. CRRA's written consent shall be required for Contractor's selection of an appropriate propane cylinder recycler. Any disposal costs associated with any pressurized gas tank or vessel brought to the RF by or on behalf of CRRA and charged by any propane cylinder recycler shall be paid by CRRA. Any disposal costs associated with any pressurized gas tank or vessel brought to the RF by or on behalf of Contractor and charged by any propane cylinder recycler shall be paid by Contractor. The phrase "pressurized gas tank or vessel" does not include aerosol cans and is not intended to preclude Contractor's management of aerosol cans. Aerosol cans may be accepted and processed at the RF by the Contractor.

8.2.2 Paper Processing

The Contractor utilizes a separation and sorting process for residential paper delivered to the RF. 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 Contractor 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 payloader piles incoming loads in proper areas and makes room for future loads. The payloader 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 processing 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 the OCC baler feed conveyor that directly feeds into the baler and is baled.

8.2.3 Single Stream Processing

The Contractor utilizes a separation and sorting process for residential single stream delivered to the RF. The location of the single stream processing area is indicated in Attachments 1 and 2. The following description is an example of how Residential Single Stream can be processed.

CRRRA and the Contractor 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 and dumped on the tipping floor. A payloader piles incoming loads in proper areas and makes room for future loads. The payloader pushes the material into the receiving hopper, which is the same as the paper processing system so only one system is used at a time, and onto a metering conveyor that supply's the Single Stream processing system.

Material is automatically transferred from the metering conveyor 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 is automatically separated from the OCC and is deposited onto ONP transfer conveyors, which convey 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 preventive maintenance is required.

The glass is separated and transferred directly thru a series of conveyors that feed the glass upfeed/transfer conveyor and is dumped into a concrete storage bunker.

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 RF. The Contractor 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.

8.2.4.2 Procedures

During extended periods of operation disruption, beyond maximum incoming materials storage capacity, CRRA and the Contractor shall divert or transfer materials to other properly licensed recycling facilities with suitable capacity that are approved by CRRA in accordance with the Operating Agreement.

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

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

8.2.4.3 Contingency Plans

In the event that something occurs that shuts down the RF, the Contractor 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 another IPC or other properly licensed recycling facility with suitable capacity in accordance with the Operating Agreement.

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 properly licensed recycling facilities with suitable capacity in accordance with the Operating Agreement.

If the RF cannot operate and perform as intended, whether as a result of Force Majeure, Change in Law, and/or any other reason not due to an action or inaction of CRRA, and if for such reason Contractor requests that CRRA direct Acceptable Recyclables to Diversion Facilities, the Contractor shall pay to CRRA amounts provided for in Section 7.4 of the Operating Agreement.

8.2.4.3.2 *Fire or Explosion*

If the RF is shut down because of a fire or explosion for more than 24 hours, the Contractor will ensure that a security person is placed at the RF 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 Contractor as appropriate.

8.2.4.3.3 *Adverse Weather Conditions*

The CRRA Director of Recycling and Enforcement or his designee is the only one authorized to close the RF because of adverse weather conditions. If the CRRA Director of Recycling and Enforcement determines that weather conditions are such that the RF should not be opened in the morning, he will contact the Contractor's Plant Manager and inform them about the closing.

The Contractor'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 municipal and hauler customers 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 September 1, 2013, there were forty-four (44) towns in CRRA's CSWS that are entitled to ship their acceptable recyclables to the RF for processing. In addition, haulers are permitted to deliver acceptable recyclables from certain Connecticut municipalities under hauler agreements with CRRA. Certain municipalities are permitted to utilize CRRA's Essex, Torrington and Watertown transfer stations. CRRA owns additional transfer stations in Stratford and Ellington that are currently inactive but may become operational should the need arise. The lists below are subject to change based on contract terms with municipalities and haulers, and CRRA shall promptly notify the Contractor of any such changes.

The following are the towns in the CSWS that have an agreement with CRRA to send acceptable recyclables to the RF:

Avon	Deep River	Harwinton
Barkhamsted – RRDD1	East Granby	Killingworth
Beacon Falls	East Hampton	Lyme
Bethlehem	Ellington	Marlborough
Bloomfield	Essex	Middlebury
Canaan	Farmington	New Hartford – RRDD 1
Canton	Glastonbury	Norfolk
Chester	Goshen	North Canaan
Clinton	Granby	Old Lyme
Colebrook	Haddam	Old Saybrook
Cornwall	Hartford	Oxford

Portland
Rocky Hill
Roxbury

Thomaston
Torrington
Watertown

Wethersfield
Winchester – RRDD 1
Woodbury

The following are the towns that haulers are permitted to deliver acceptable recyclables from Connecticut municipalities to the RF under hauler agreements:

Bolton
Coventry
Cromwell
East Hampton
East Hartford
East Windsor
Enfield
Guilford
Hebron

Madison
Middletown
New Haven
Newington
North Branford
Somers
Southbury
Stafford

Suffield
Tolland
Vernon
Waterbury
West Hartford
Westbrook
Windsor
Windsor Locks

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 single stream paper from towns to the RF or directly to another properly licensed facility.

As of September 1, 2013, the following are the towns that ship recyclables through the Essex Transfer Station:

Chester
Clinton
Deep River

Essex
Killingworth
Lyme

Old Saybrook
Old Lyme

As of September 1, 2013, the following are the towns that ship recyclables through the Torrington Transfer Station:

Canaan
Colebrook
Cornwall

Goshen
Harwinton
Norfolk

North Canaan
RRDD 1
Torrington

As of September 1, 2013, the following are the towns that ship recyclables through the Watertown Transfer Station:

Beacon Falls
Bethlehem
Middlebury
Oxford
Roxbury
Thomaston
Watertown
Woodbury

8.3.2 Marketing Responsibilities

Contractor is responsible for marketing all products that it processes and for delivery of the residue generated by it to the CSWS Resource Recovery Facility.

8.4 Delivery Standards

All municipal and hauler customers delivering Acceptable Recyclables to the RF shall strictly adhere to the CSWS Permitting, Billing and Disposal Procedures attached as Exhibit C to the Operating Agreement.

8.5 Facility Availability

The entire facility shall be utilized for the RF.

8.6 Markets

The Contractor is responsible for processing and marketing of all respective recyclable materials unless otherwise specified under the Operating Agreement.

9. ENVIRONMENTAL CONTROL

9.1 Odor

The recyclable materials processed at the RF are generally clean and free of putrescible matter. There are minimal offensive-odor causing materials associated with RF operations. The rapid turn-around of the materials limits the amount of odors that may be present. In addition, the recyclables are stored inside a fully enclosed building that contains the majority of 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. The processing areas 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 OSHA regulations. CRRA, the Regional Recycling is committed to strictly conform to all OSHA, ANSI and CTDEEP guidelines for employee safety.

9.3 Dust Control

In the areas where dust may be generated in the RF, employees shall be given the option to wear dust masks. These masks protect anyone wearing them and working in the RF. Contractor shall deal with dust in accordance with Section 7.7 above.

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 RF qualifies under and is subject to the requirements of the "General Permit for the Discharge of Stormwater Associated with Industrial Activity" (CTDEEP, 09/24/03). CRRA has registered the RF (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 Contractor to ensure 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 RF are required to obey the rules set forth in the Contractor's safety programs or be subject to disciplinary action.

The Contractor 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 RF processing systems. Emergency-stop switches must also be located throughout the processing lines. The Contractor must implement lock-out/Tag-out procedures.

The Contractor shall conduct fire safety training in accordance with the relevant National Fire Protection Association (NFPA) standards and periodic, but at a minimum semiannual, fire drills for all employees.

Fire extinguishers located throughout the RF shall be inspected periodically by site personnel and an outside vendor. Records of all such inspections shall be provided by the Contractor to the CRRA facilities manager and retained at RF. All "hot work" permits for repairs to the RF or the

equipment therein shall be provided to CRRA in advance of the work being performed. All “hot work” shall be performed in accordance with the relevant National Fire Protection Association (NFPA) standards.

A drawing depicting the pull stations, fire extinguishers, and sprinkler system is included in **Attachment 2** – “Fire and Safety Devices Floor Plan”.

10.2 Safety Standards and Rules

The following are the RF safety standards and rules. The standards and rules must be followed at all times by all employees of CRRA and the Contractor. 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.

General Safety Standards for Employees

1. 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;
2. Report any unsafe condition or practice to a supervisor;
3. Do not use compressed air to clean clothing or a person; an air gun must not be pointed toward anyone;
4. 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;
5. Materials must be properly stacked to avoid creating hazards; bales are to be stacked no more than four high;
6. Do not fail to stop, look and listen before stepping into a trucking aisle; walk, do not run, while you are in the RF or on RF 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;
7. 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;
8. Work within prescribed weight limitations when lifting or pushing;
9. Do not wear ties, loose clothing, rings, bracelets, watches, necklaces or other items which are hazardous around machinery;
10. Do not block access to fire extinguishers or hoses with equipment or materials; do not interfere with firefighting operations;
11. All combustible, flammable materials or liquids must be stored in approved safety areas;

12. Use assigned tools and follow prescribed methods for each job; do not use defective tools or equipment of any kind;
13. 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;
14. Never clean, oil or adjust any machinery while it is in motion, unless it is so designed;
15. Observe all “danger,” “safety” and “no smoking” signs.

Basic RF Rules and Regulations

The following are prohibited in the RF:

1. Endangering the safety and health of other employees or threatening, intimidating or striking another employee;
2. Engaging in sabotage, espionage or restricting production; damage to or theft of RF property or that of another employee;
3. The operation of any machine except by an authorized employee;
4. Bringing weapons into the RF;
5. 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 RF premises;
6. Insubordination;
7. Sexual harassment;
8. Failure to wear eye safety protection at all times in all RF areas; failure to wear proper footwear; failure to wear prescribed safety equipment;
9. Smoking is solely permitted in accordance with Section 4 above;
10. Gambling or promoting gambling;
11. Violation of any criminal law; and
12. Failure to adhere to RF policies.

10.3 Safety Procedures And Responsibilities

10.3.1 Safety Committee

The Contractor must form its 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 Contractor 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 Contractor'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 Contractor must maintain a supply of the following OSHA approved PPE:

- Hard Hats
- Eye Protection
- Ear 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 RF are found in **Attachment 4**. 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 RF 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. RF 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 RF. 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 Contractor 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:

- Smoking is solely permitted in accordance with Section 4 above;
- "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 never dispose of a cigarette in a wastebasket or trash can.

- Employees should never clean out a pipe in such a way that the contents of the pipe empty into a wastebasket or trash can.

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 Contractor shall conduct fire safety training in accordance with the relevant NFPA standards and periodic, but at a minimum semiannual, fire drills for all employees. The Contractor 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 Contractor of any fire hazards that may exist. The Contractor should take immediate steps to eliminate or minimize such fire hazards.

Fire extinguishers located throughout the RF shall be inspected periodically by site personnel and an outside vendor. Records of all such inspections shall be provided by the Contractor to the CRRA facilities manager and retained at RF. All "hot work" permits for repairs to the RF or the equipment therein shall be provided to CRRA in advance of the work being performed. All "hot work" shall be performed in accordance with the relevant NFPA standards.

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 Contractor must make every effort to minimize the possibility of explosion. Each piece of equipment in the processing areas 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 Contractor'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 Contractor must develop and evacuation plan for their employees to be used in case of fire or other emergency that, in the judgment of the Contractor's Operations Manager, warrants the evacuation of the building. The evacuation plans must include primary and secondary evacuation routes.

The Contractor must instruct its 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 Contractor'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 MSDSs for chemicals used in the RF should be attached to the employee listing. When emergency personnel arrive at the RF, 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 necessary. 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 RF, 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 RF, OSHA Form No. 300, "The Log and Summary of Occupational Injuries and Illnesses" will be filled out. Except where prohibited under OSHA requirement, 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 Contractor's personnel, whenever there is an injury that requires medical attention, a Contractor 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 Contractor'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. Contractor shall provide CRRA with copies of all accident reports and investigation reports.

Unsafe conditions that lead to any accident in the plant are to be immediately rectified to prevent further injury. Contractor shall promptly notify CRRA of any unsafe conditions and how Contractor has rectified said conditions to prevent further injury.

11.5.3 Accident Investigation

The Contractor's 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 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 Contractor 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.

The mixed glass system in the Container Processing Area must be maintained so that glass contained in the process residue will be minimized. There is a final inspection station prior to the residue entering the compactor container where recyclables that have inadvertently entered the residue line may be removed.

The Operating Agreement 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. Examples of residue types are:

- Ceramics
- Mailboxes
- Plate Glass
- Flat Glass
- Toys (except rigid plastics)
- Auto Glass
- Liquids
- Stones, Rocks
- Paper Wrappers
- Plastics Bags
- Stretch Wrap
- Styrofoam
- Tool Scraps
- Certain Plastic containers
- Plastic Film
- Non-Container Metals
- Oil Containers
- Syringes
- Paint Cans

All residue 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 meeting the delivery standards in the Procedures is shipped by Contractor to the following facility:

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

All other residue, such as electronics and computers, shall be shipped by Contractor to a properly licensed facility for disposal

OPERATION AND MAINTENANCE & SAFETY MANUAL

ATTACHMENT 1

SITE DRAWINGS



AREA MAP
CONSOLIDATION OF CONTAINER AND PAPER OPERATIONS
MID-CONN PROJECT REGIONAL RECYCLING CENTER
 MURPHY ROAD, BRINARD, CT
 HARTFORD, CONNECTICUT
CONNECTICUT RESOURCES RECOVERY AUTHORITY

SCALE
 DISTANCE RECORD DRAWING PREPARED BY THE CONSULTING ENGINEER, INC.
DIUTTON & JOHNSTON, LLC
 1400 WESTPORT ROAD, SUITE 200
 WESTPORT, CONNECTICUT 06880
 TEL: 860.331.1234 FAX: 860.331.0411
 A-04095-1
 SHEET 1 OF 1

ISSUANCE
 DATE: 12/15/09
 DRAWING NO.: RFP 1
 SHEET NO.: 1 OF 1
 REVISIONS: NONE

BRINARD AIRPORT
 BRINARD AIRPORT
 BRINARD AIRPORT

MURPHY ROAD
 WILBUR ROAD
 WILBUR ROAD

MURPHY ROAD
 WILBUR ROAD
 WILBUR ROAD

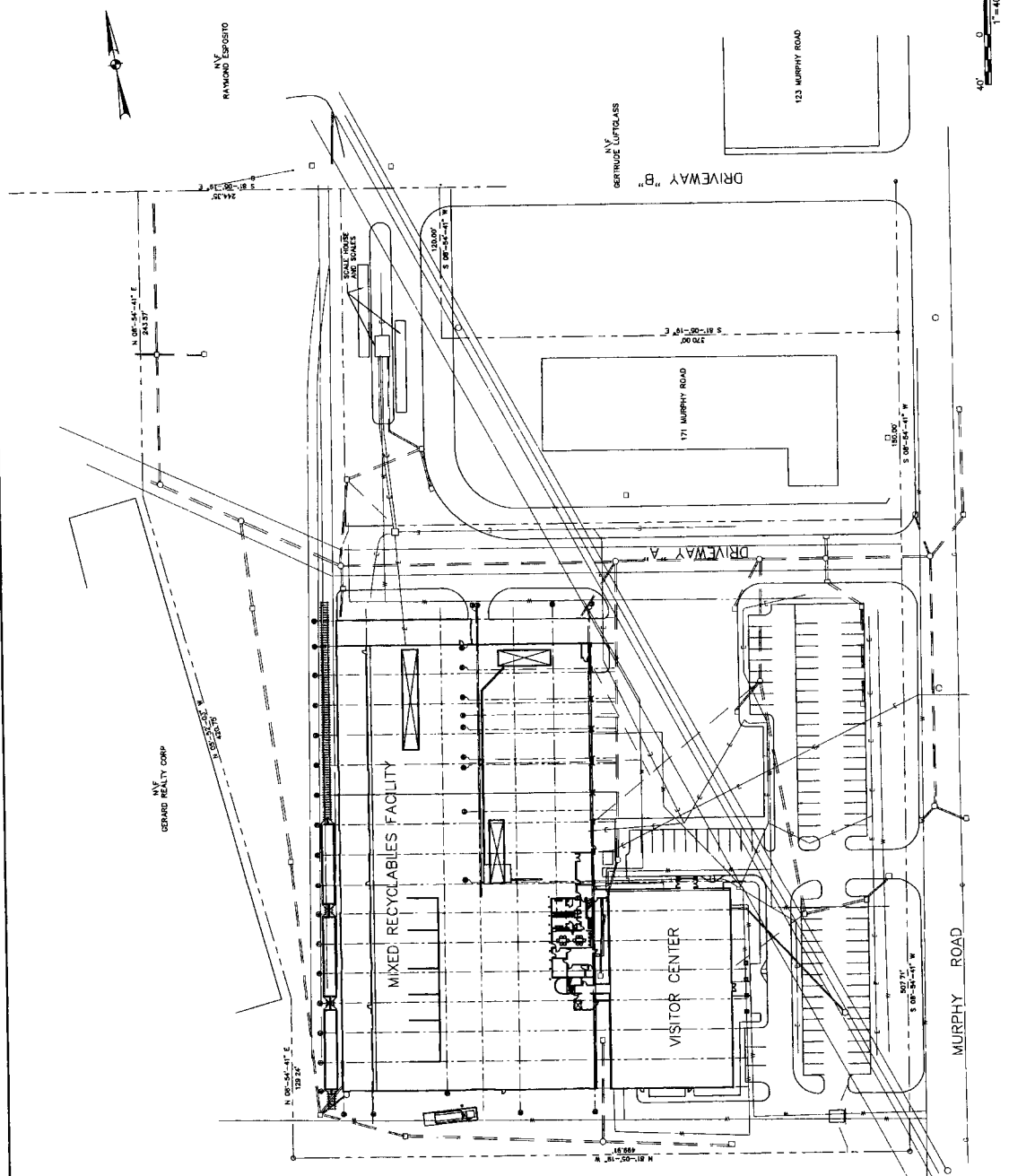
MURPHY ROAD
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MURPHY ROAD
 WILBUR ROAD
 WILBUR ROAD

NOTES:

- 1. SEE LANDSCAPE PLAN FOR REGIONAL RECYCLING CENTER DATED FEBRUARY 14, 1991 FOR LANDSCAPE LAYOUT.
- 2. SEE PROPOSED FLOOR PLAN DATED OCTOBER 11, 2006 FOR LIMITS OF PROPOSED BUILDING MODIFICATIONS.

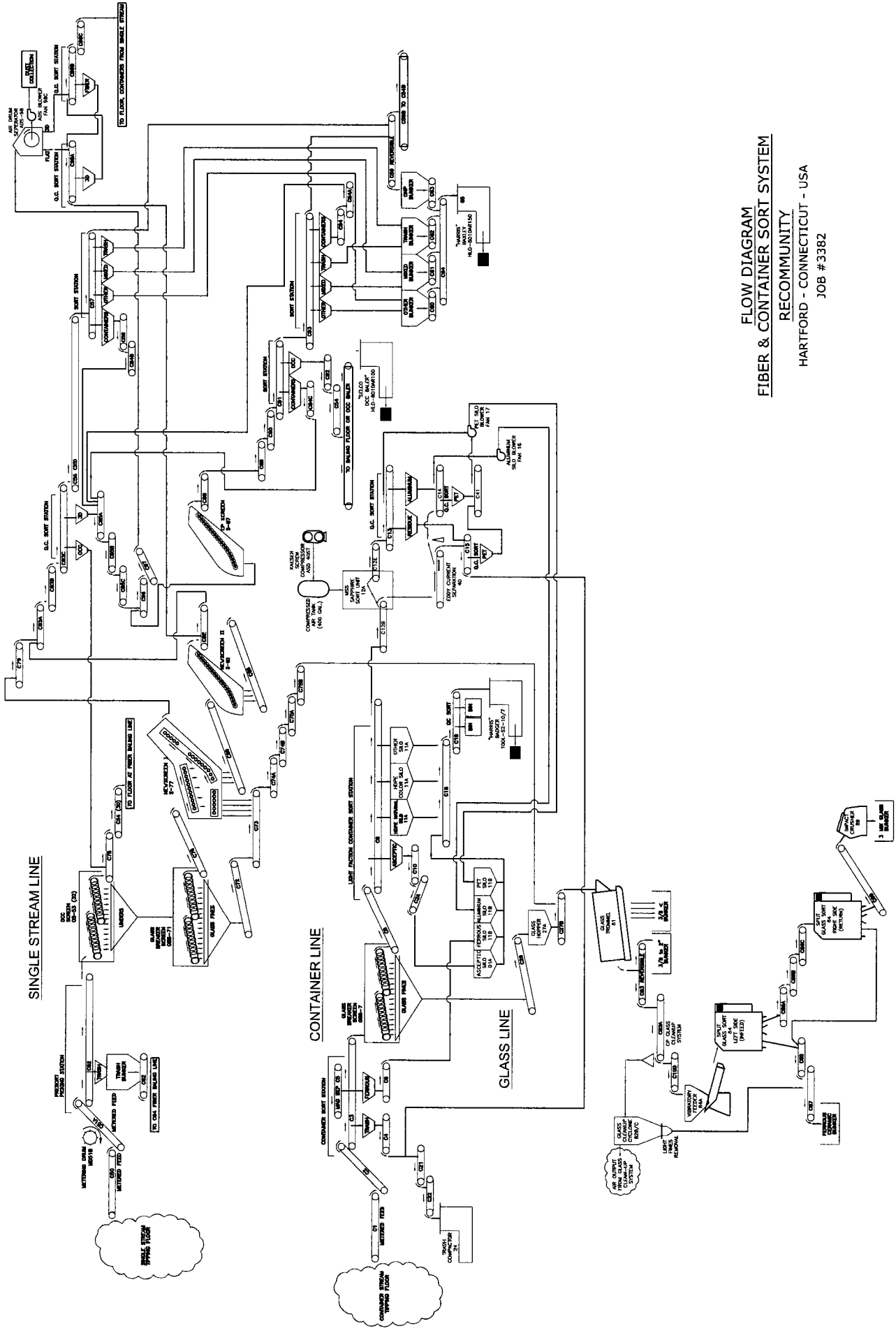


PROJECT AS BUILT DRAWING DATE: 4-5-07	DRAWN BY C.H.	CHECKED BY C.H.	DATE 11-14-06	SCALE AS SHOWN	SHEET OF
	PERMIT MODIFICATION APPLICATION MID-CONNECTICUT REGIONAL RECYCLING CENTER 211 MURPHY ROAD HARTFORD, CONNECTICUT	CONNECTICUT RESOURCES RECOVERY AUTHORITY 100 CONSTITUTION PLAZA HARTFORD, CT.		DMJM HARRIS AECOM 1000 WASHINGTON STREET SUITE 1000 HARTFORD, CT 06103	SITE PLAN

OPERATION AND MAINTENANCE & SAFETY MANUAL

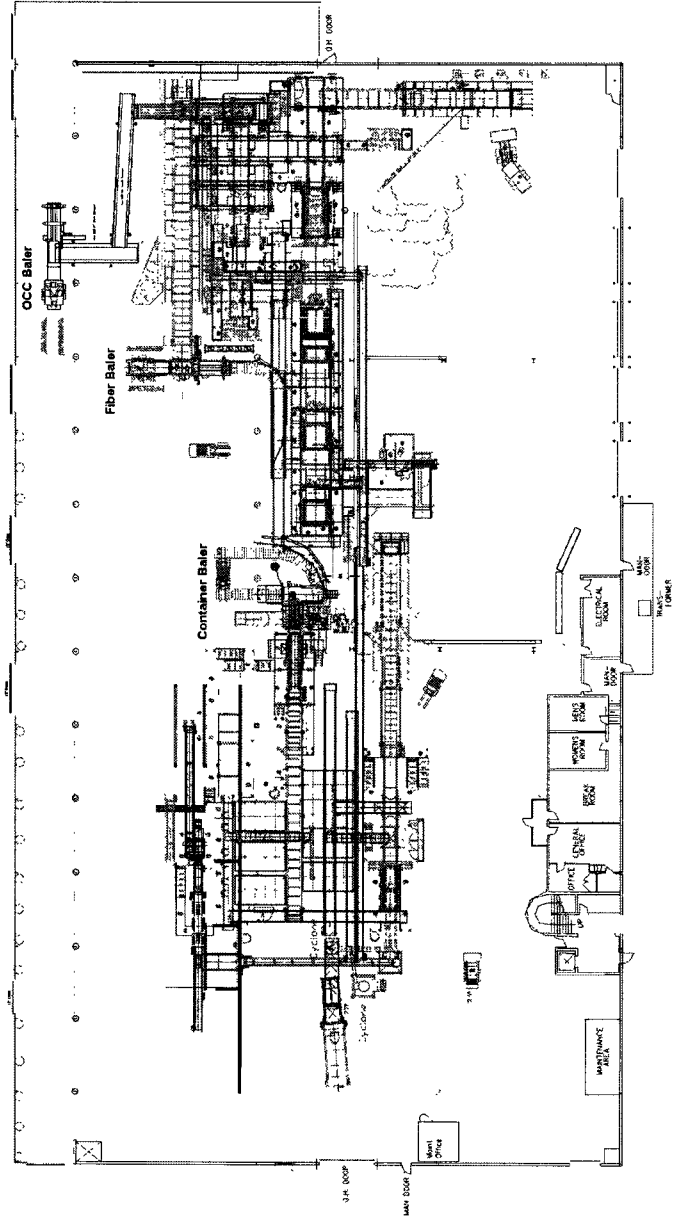
ATTACHMENT 2

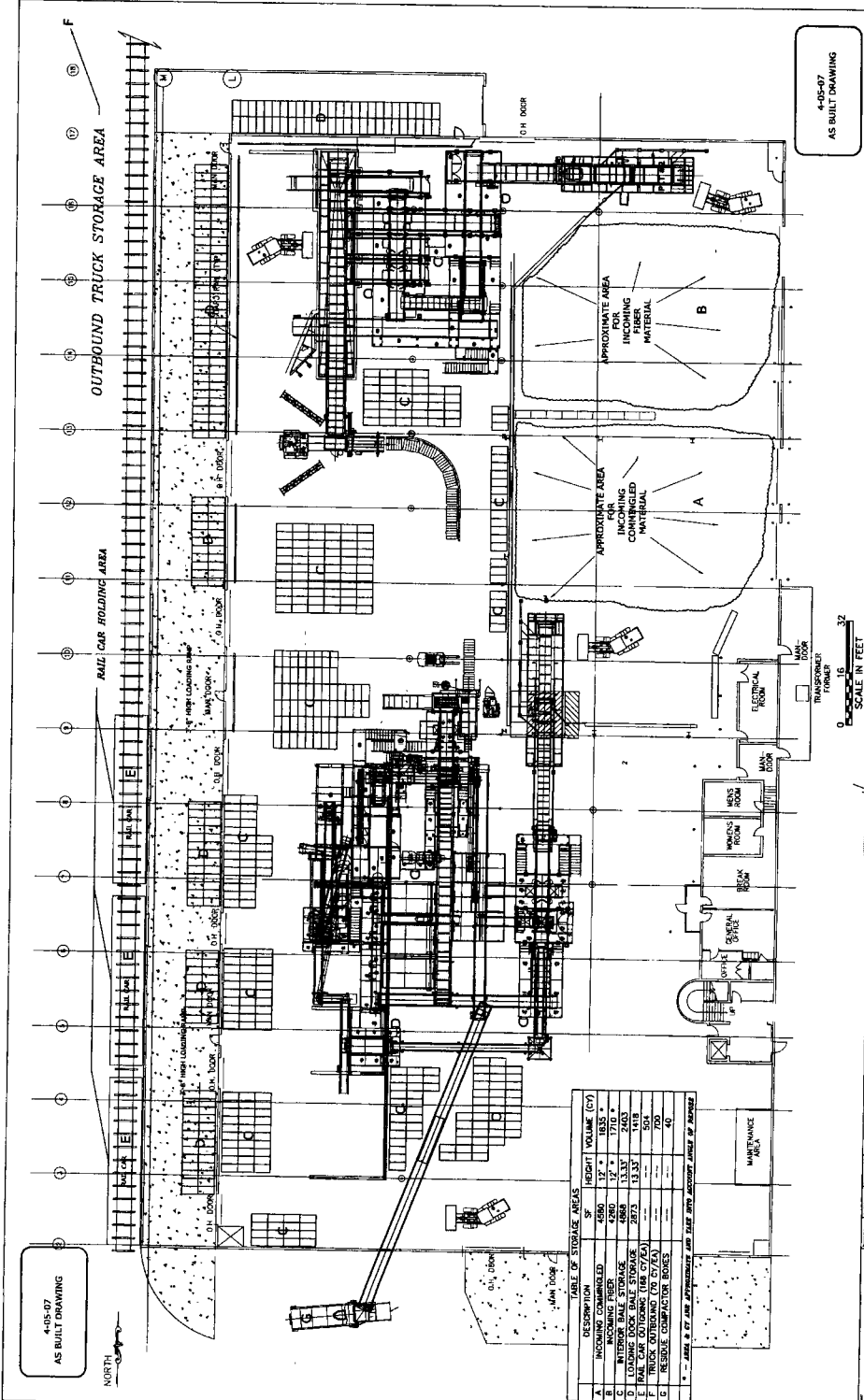
FACILITY PLANS



FLOW DIAGRAM
 FIBER & CONTAINER SORT SYSTEM
 RECOMMUNITY
 HARTFORD - CONNECTICUT - USA
 JOB #3382

NORTH





4-05-07
AS BUILT DRAWING

TABLE OF STORAGE AREAS

DESCRIPTION	SF	HEIGHT	VOLUME (CY)
A	4500	17'	18525
B	7700	17'	21000
C	4800	13.33'	2100
D	2873	13.33'	1418
E	1000	13.33'	514
F	1000	13.33'	514
G	RESERVE COMPACTOR BOXES		100
			212

NOTE: A & B ARE APPROXIMATE AND BASE UPON ASSUMED LEVEL OF FINISH

4-05-07
AS BUILT DRAWING

	<p>CONNECTICUT RESOURCES RECOVERY AUTHORITY 100 CONSTITUTION PLAZA HARTFORD, CT</p>	<p>PERMIT MODIFICATION APPLICATION MID-CONNECTICUT REGIONAL WATER CENTER 211 MURRAY ROAD HARTFORD, CONNECTICUT</p>	<p>Railroad Car Holding Area Bale Storage Plan AS BUILT BALE STORAGE PLAN</p>	<p>Drawing No: ST-1 SHEET 1 OF 1</p>
<p>DATE: 04 APRIL 2007</p>	<p>SCALE: AS SHOWN</p>	<p>DATE: 04 APRIL 2007</p>	<p>SCALE: AS SHOWN</p>	<p>DATE: 04 APRIL 2007</p>

MID-CONNECTICUT
REGIONAL RECYCLING CENTER
BUILDING FLOOR PLAN

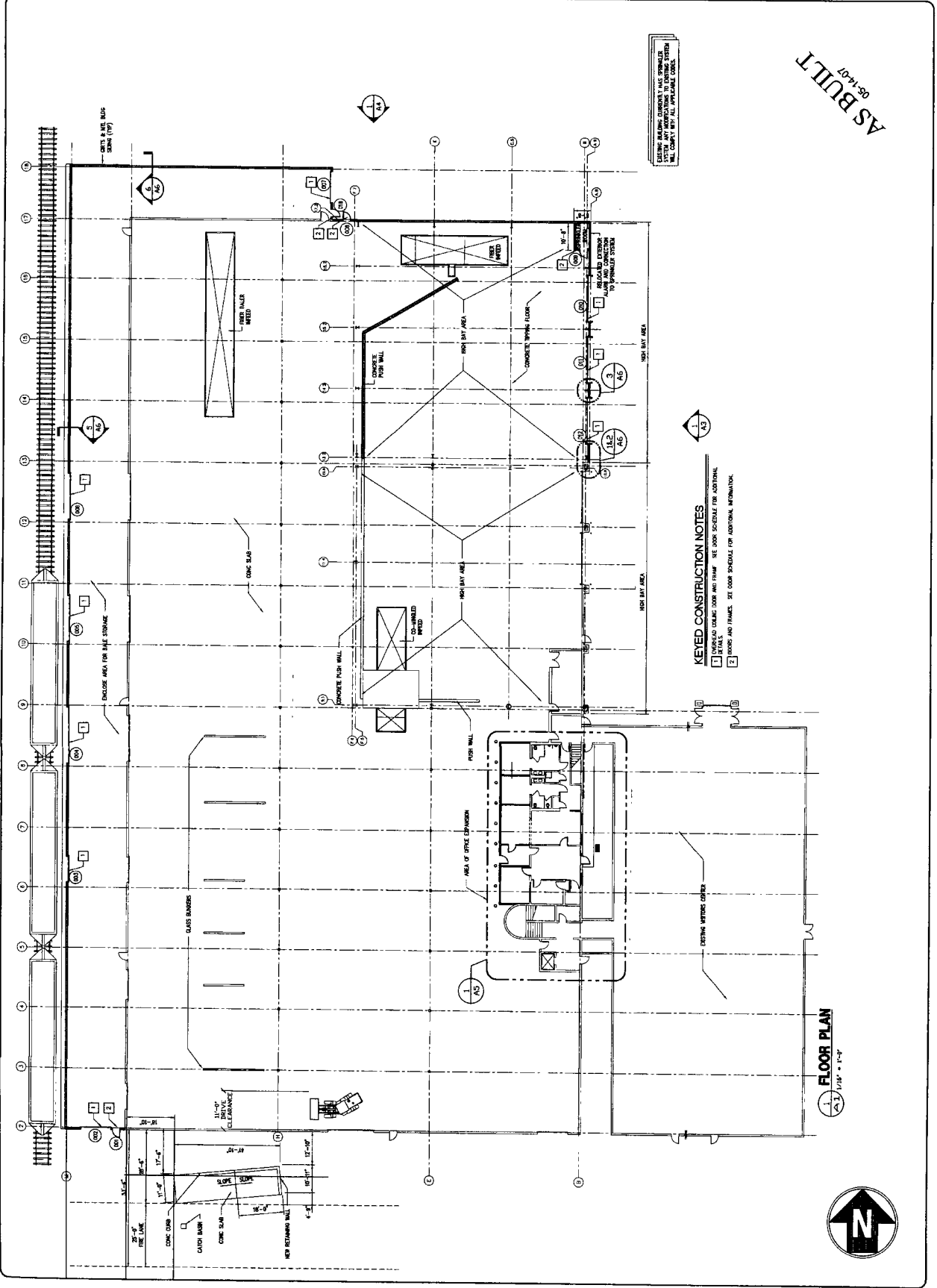
Sheet Date: 04-27-08 Project No: 15213 Scale: AS NOTED



CONNECTICUT RESOURCES
RECOVERY AUTHORITY
211 MAURICE ROAD
HARTFORD, CT

APPROVED FOR PERMIT
DATE: 04-27-08
PROJECT NO: 15213
SCALE: AS NOTED

NO.	REVISIONS / COMMENTS	DATE



AS BUILT
08-14-07

KEYED CONSTRUCTION NOTES

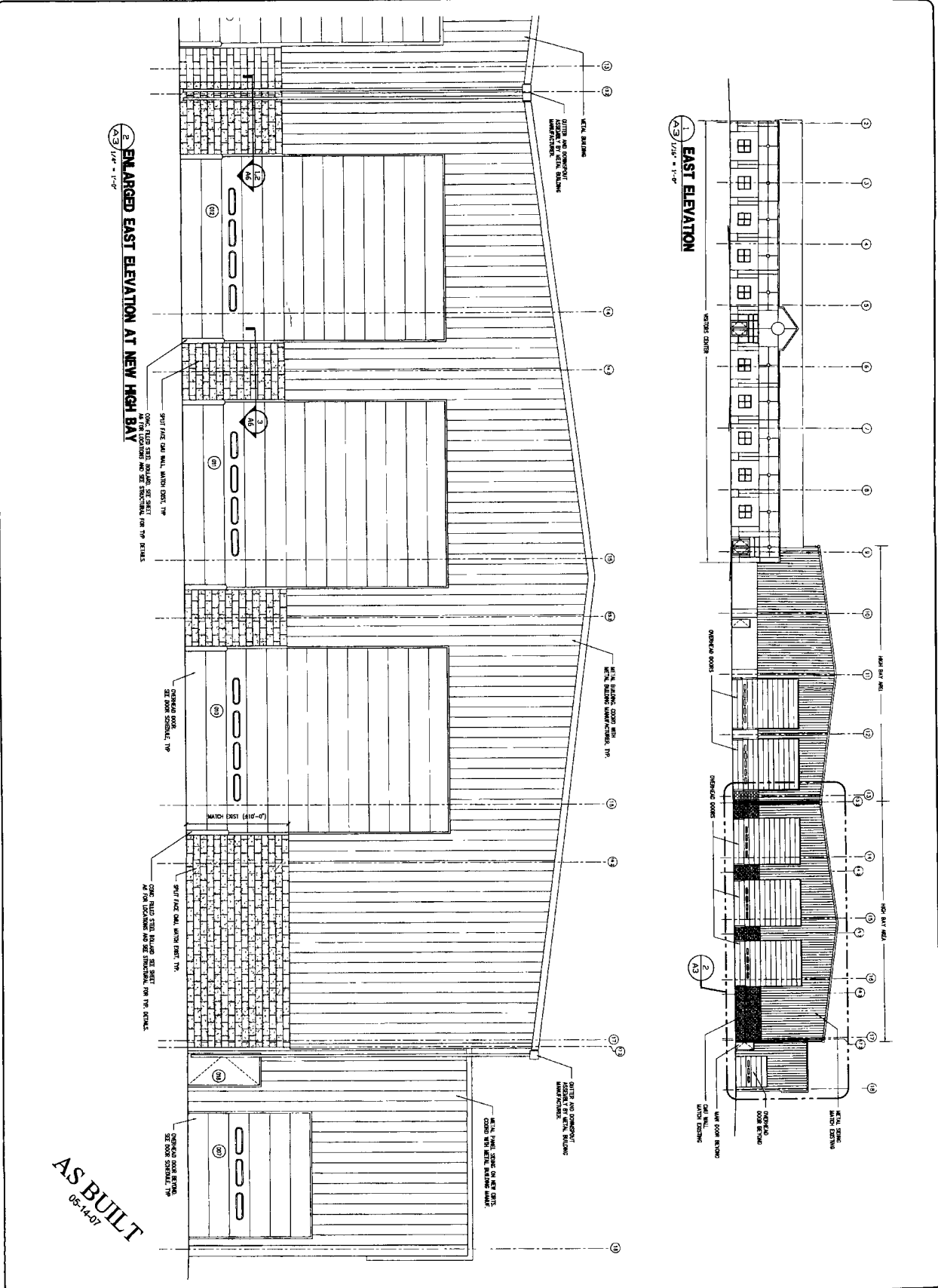
1 OVERSIZED DOOR AND FRAME SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION

2 BAYED AND FRAMED SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION

VERIFY BAYED CONSTRUCTION IS IN ACCORDANCE WITH THE SYSTEM ANY MODIFICATIONS TO EXISTING SYSTEMS WILL BE COMPLETED AT APPLICABLE COSTS.

FLOOR PLAN
A1 1/8" = 1'-0"





AS BUILT
05-14-07

A3

MID-CONNECTICUT
REGIONAL RECYCLING CENTER

EAST ELEVATION

Issue Date: 04-27-05 Project No: 19210 Scale: AS NOTED

Created: December 8, 2004 Group: National & Associates LLP

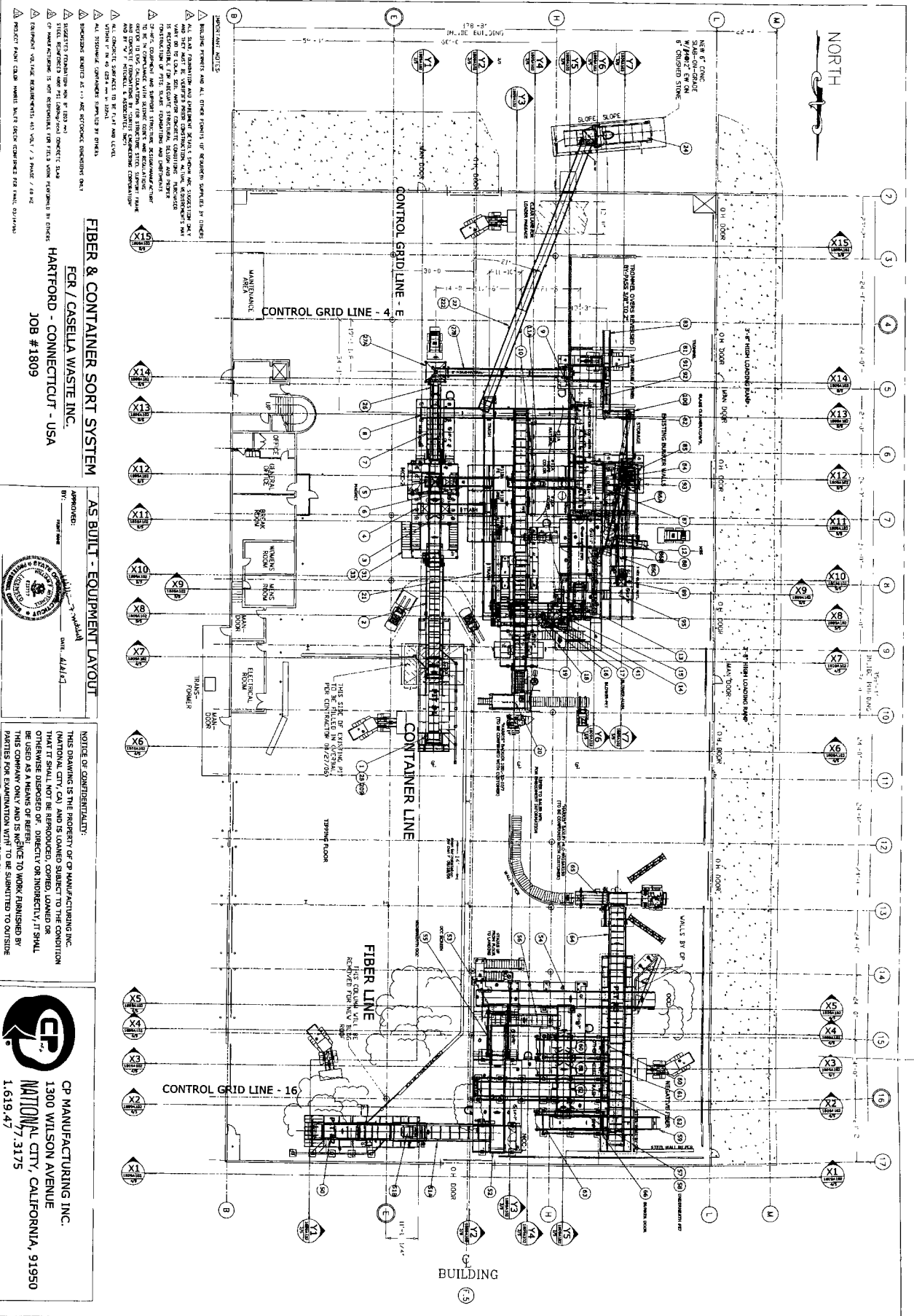
CHA
CLONKH HARBOR & ASSOCIATES LLP
40 Myrtle Drive, PO Box 2284 - Albany, NY 12205-0288
Main: (518) 483-4888 - www.chaofny.com

Design: SFR Drawn: SFR Checked: TGP

CONNECTICUT RESOURCES
RECOVERY AUTHORITY
211 MURPHY ROAD
HARTFORD, CT

PETERSEN
C.E.D.U.P.
ARCHITECT
200 WEST STREET
SUITE 200
HARTFORD, CT 06103
PHONE: 877-845-8458
FAX: 877-845-8459

No.	Revised / Revision	App'd	By	Date



- IMPORTANT NOTES:**
- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
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 - 12. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 13. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 14. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 15. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 16. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.
 - 17. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL OTHER DETAILS OF REVISIONS LISTED IN OTHER SHEETS.

FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 1809

AS-BUILT - EQUIPMENT LAYOUT

APPROVED: _____
 BY: _____
 DATE: 4/11/11

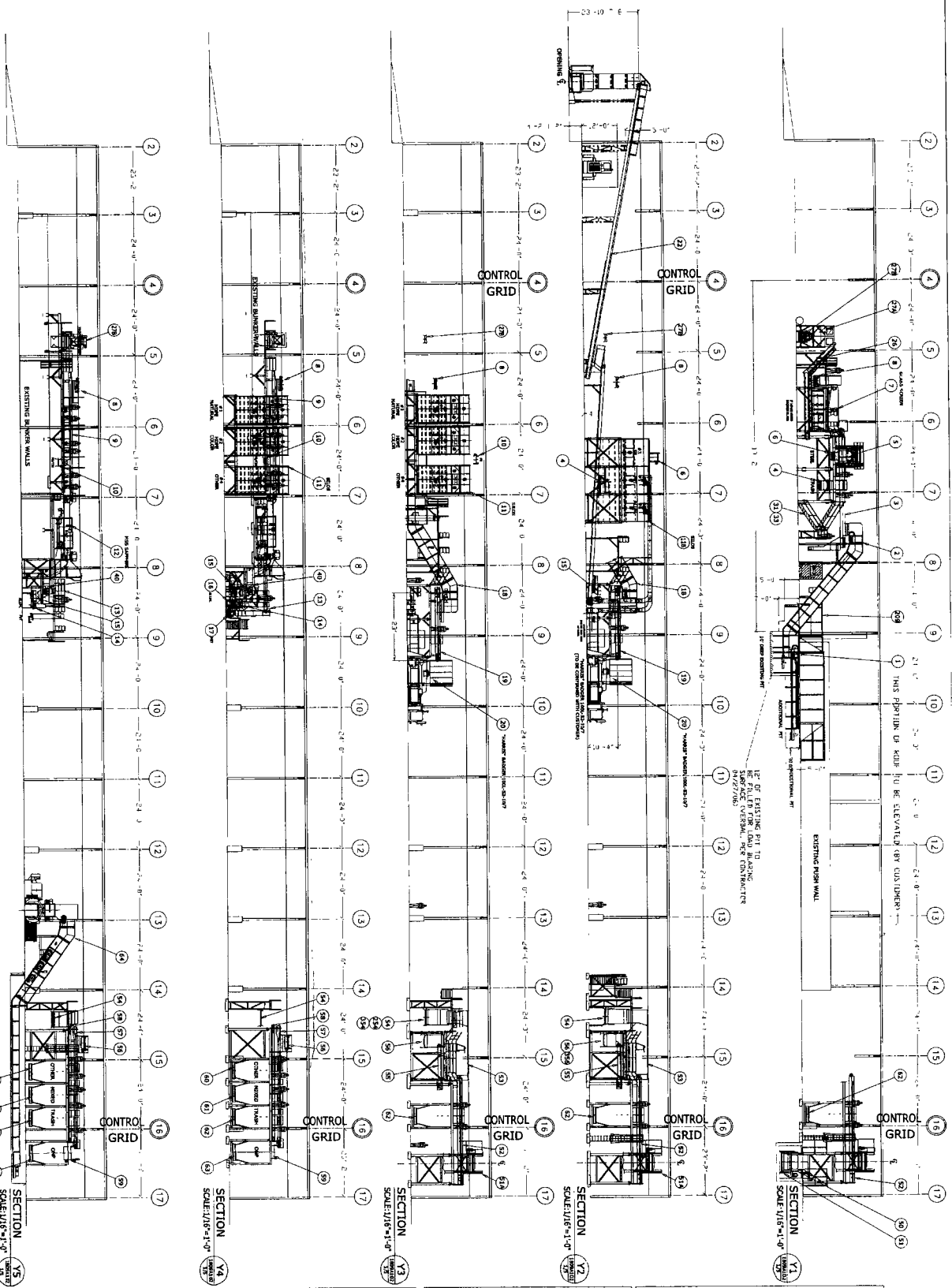
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CP MANUFACTURING INC.
 1300 WILSON AVENUE
 NATIONAL CITY, CALIFORNIA, 91950
 1.619.477.3175

SYSTEM LAYOUT "AS-BUILT" DRAWINGS	PROJECT NAME AND LOCATION
DATE: _____	MATERIAL RECOVERY FACILITY FCR / CASELLA WASTE INC 241 WINDY ROAD HARTFORD, CT 06114-2105
DESIGNED BY: _____	DRAWN BY: _____
CHECKED BY: _____	DATE: 4/11/11
PROJECT NO: 1809A102_AS_BUILT	SHEET NO: 1 OF 3

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91950
 PHONE 619-477-3175 FAX 619-477-3426

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	4/11/11
2	REVISED FOR PERMITS COMMENTS	4/11/11
3	REVISED BASED UPON PERMITS COMMENTS	4/11/11
4	REVISED BASED UPON PERMITS COMMENTS	4/11/11
5	REVISED BASED UPON PERMITS COMMENTS	4/11/11
6	REVISED BASED UPON PERMITS COMMENTS	4/11/11



FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 JOB #1809

AS BUILT - EQUIPMENT LAYOUT
 APPROVED BY: [Signature]
 DATE: 4/18/87

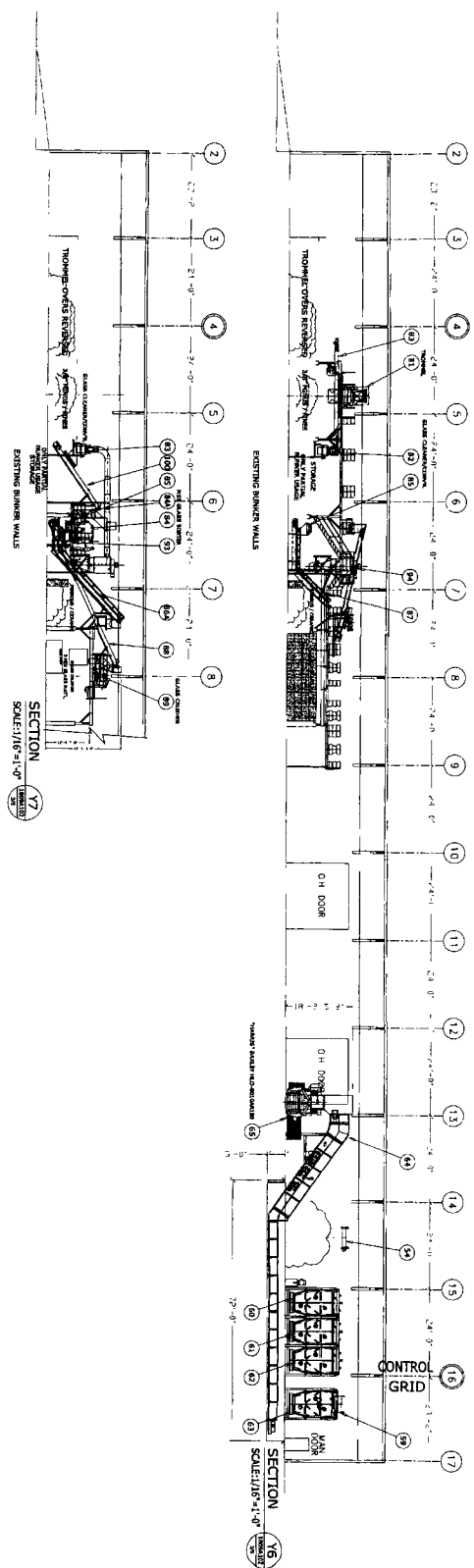
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CP MANUFACTURING INC.
 1300 WILSON AVENUE
 NATIONAL CITY, CALIFORNIA, 91950
 1.619.477.3175

SYSTEM LAYOUT "AS-BUILT" DRAWINGS
 CUSTOMER: FCR / CASELLA WASTE INC.
 PROJECT NAME AND LOCATION: MATERIAL RECOVERY FACILITY FCR / CASELLA WASTE INC. 211 N. HARTFORD ROAD, HARTFORD, CT 06114-2105
 DRAWN BY: HANS O. L. MEYER DATE: 02/27/86
 SHEET NO. 2 OF 5
 DRAWING NO. 1809A102 AS BUILT

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91950
 PHONE 619-477-3175 FAX 619-477-3425

REV.	DESCRIPTION	DATE
1	ISSUED FOR AS-BUILT DRAWING	02/27/86
2	REVISED FOR AS-BUILT DRAWING	02/27/86
3	REVISED FOR AS-BUILT DRAWING	02/27/86
4	REVISED FOR AS-BUILT DRAWING	02/27/86
5	REVISED FOR AS-BUILT DRAWING	02/27/86
6	REVISED FOR AS-BUILT DRAWING	02/27/86
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8	REVISED FOR AS-BUILT DRAWING	02/27/86
9	REVISED FOR AS-BUILT DRAWING	02/27/86
10	REVISED FOR AS-BUILT DRAWING	02/27/86
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48	REVISED FOR AS-BUILT DRAWING	02/27/86
49	REVISED FOR AS-BUILT DRAWING	02/27/86
50	REVISED FOR AS-BUILT DRAWING	02/27/86



FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 1809

AS BUILT EQUIPMENT LAYOUT
 APPROVED BY: [Signature]
 DATE: 11/14/07

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CP MANUFACTURING INC.
 1300 WILSON AVENUE
 NATIONAL CITY, CALIFORNIA, 91950
 1.619.477.3175

SYSTEM LAYOUT 'AS-BUILT' DRAWINGS
 CLIENT: FCR / CASELLA WASTE INC.


PROJECT NAME AND LOCATION:
MATERIAL RECOVERY FACILITY
FCR / CASELLA WASTE INC.
 611 MURPHY ROAD
 HARTFORD, CT 06114-2105
 DRAWN BY: HAYS, G. & H.D./BNC/PRC/CP/277/K

CP MANUFACTURING INC.


REV	DESCRIPTION	DATE	BY
1	ISSUES TO BUILT PHASE	11/14/07	MM
2	REVISED FOR NEW CONTAINER ELEMENTS	11/14/07	MM

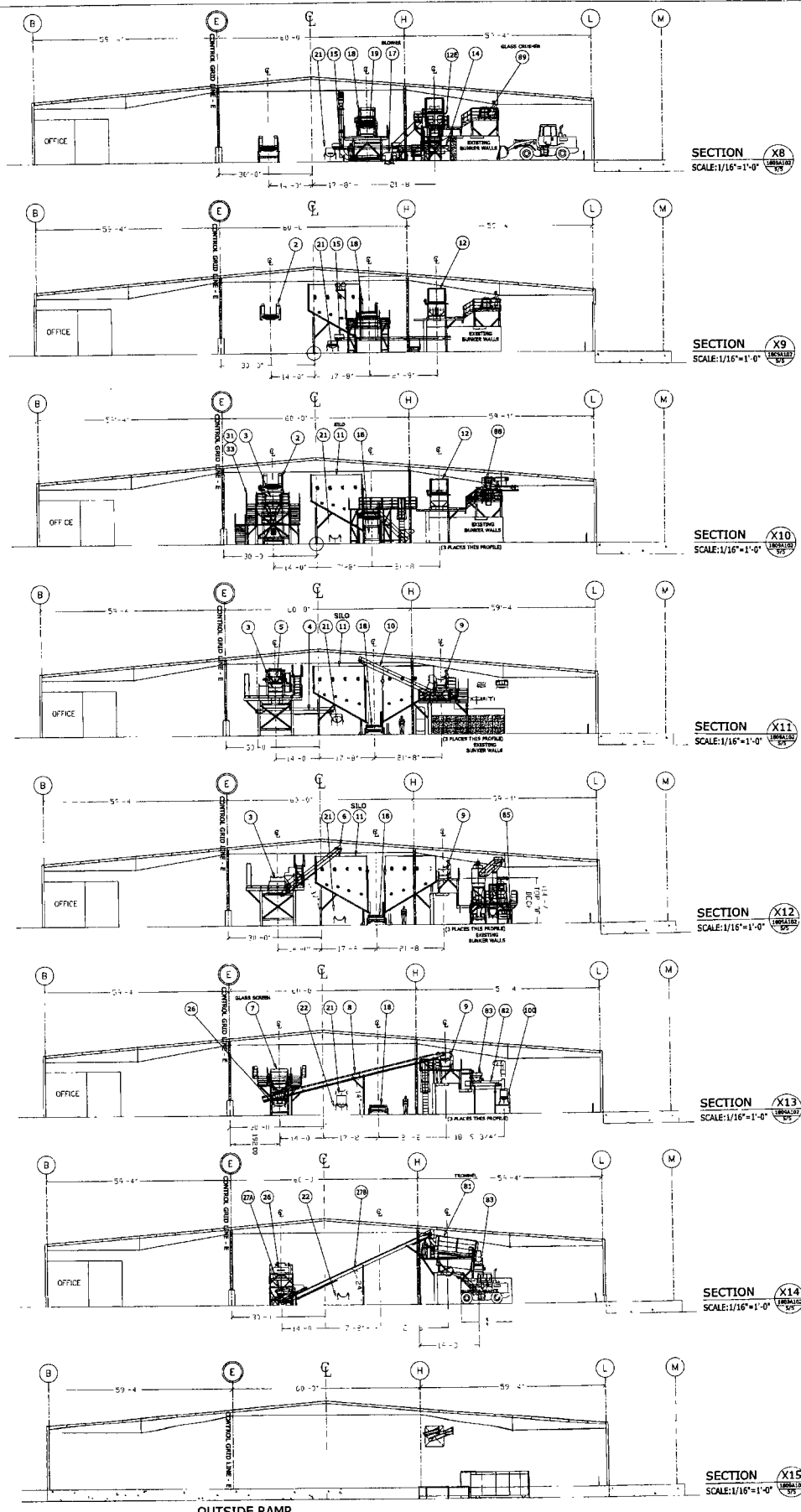
FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 1809

AS BUILT - EQUIPMENT LAYOUT

APPROVED:  W. A. Kelleher
 DATE: 11/14/11

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CP MANUFACTURING INC.
 1300 WILSON AVENUE
 NATIONAL CITY, CALIFORNIA, 91950
 1.619.477.3175



SYSTEM LAYOUT "AS-BUILT" DRAWINGS
 CLIENT: FCR / CASELLA WASTE INC.
 DATE: 02/27/06
 DRAWN BY: HANS O & M
 CHECKED BY: M
 PROJECT NO: 1809A102-AS BUILT
 SCALE: 1/16"=1'-0"

PROJECT NAME AND LOCATION
MATERIAL RECOVERY FACILITY
FCR / CASELLA WASTE INC
21 MURPHY ROAD
HARTFORD, CT 06114-2105


CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91950
 PHONE 619-477-3175 FAX 619-477-3429


REV	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	3/20/07	MM
2	REVISED FOR PER OUTSIDE COMMENTS		MM
3	REVISED BASED ON PERMITS COMMENTS		MM
4	REVISED TO SHOW PERMITS COMMENTS		MM
5	REVISED TO SHOW PERMITS COMMENTS		MM
6	REVISED TO SHOW PERMITS COMMENTS		MM

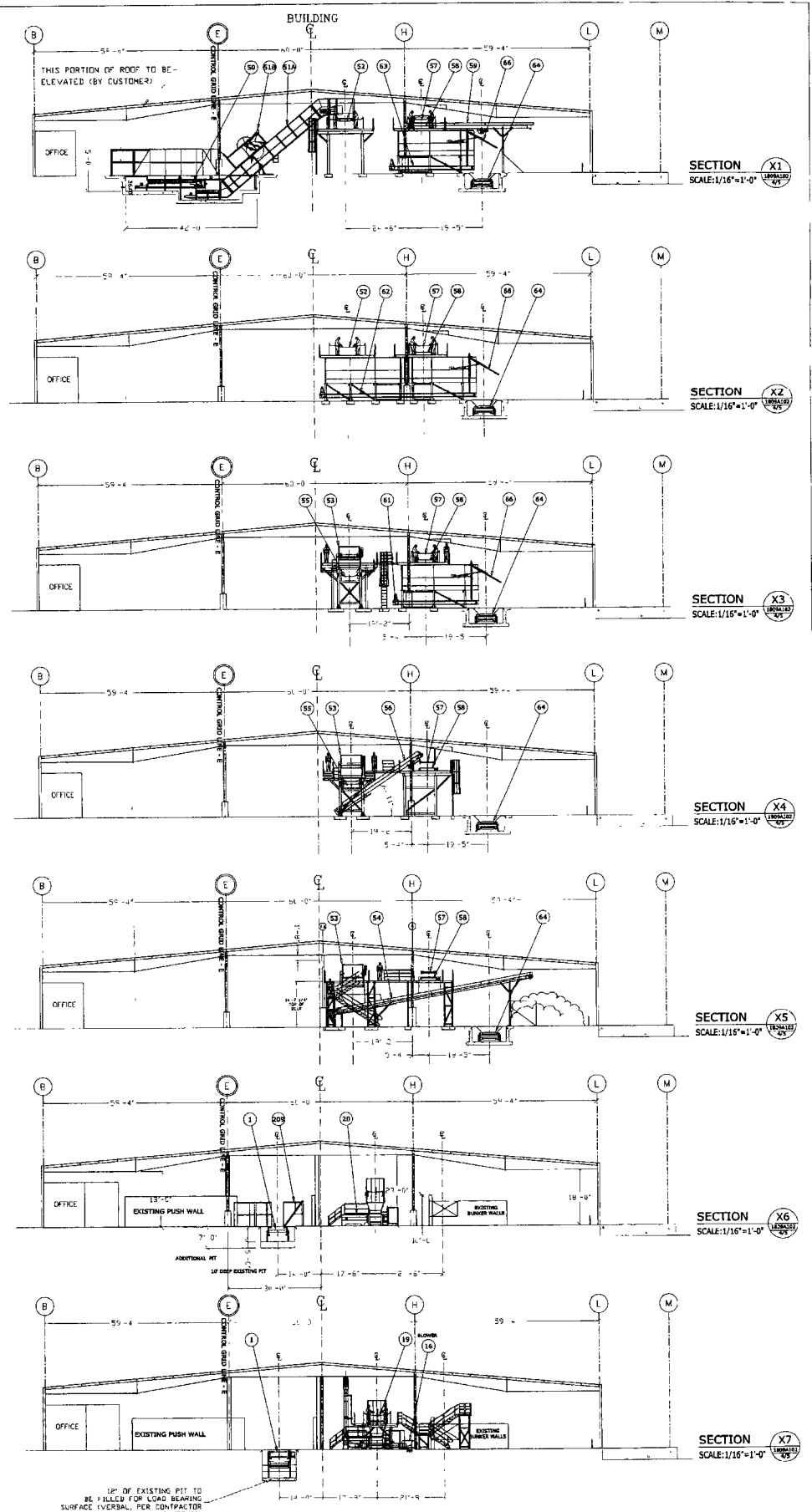
FIBER & CONTAINER SORT SYSTEM
FCR / CASSELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 1809

AS BUILT - EQUIPMENT LAYOUT

APPROVED:  DATE: 4/14/07

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CP MANUFACTURING INC.
 1300 WILSON AVENUE
 NATIONAL CITY, CALIFORNIA, 91950
 1.619.477.3175



SYSTEM LAYOUT "AS-BUILT" DRAWINGS

PROJECT NAME AND LOCATION: MATERIAL RECOVERY FACILITY
 FCR / CASSELLA WASTE INC.
 221 WILSON ROAD
 HARTFORD, CT 06114-2105

DESIGNER: HANS D. & M.D. BNC DATE: 02/27/06
 SHEET NO. 4 OF 3

DATE: 04/27/06


CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY CA 91950
 PHONE 619-477-3175 FAX 619-477-3426

REV.	DESCRIPTION	DATE	BY
1	ISSUED FOR BIDDING	02/27/06	SK
2	REVISED FOR PER OWNER COMMENTS	03/04/06	SK
3	REVISED LINES 15-16 TO EAST FIBER ALIEN OVERHEAD AND UNDERHEAD	03/04/06	SK
4	REMOVE CONTAINER AND FIBER LINE FOR LATEST COMMENTS MADE BY OWNER ON 03/15/06 BY E-MAIL	03/27/06	SK
5	RELEASED FOR CONSTRUCTION	04/27/06	SK

PROJECT # 1809 - FCR/CASELLA WASTE INC

HARTFORD - CONNECTICUT - USA

01/09/07

CONTAINER SORT LINE MAIN EQUIPMENT LISTING

ITEM	MOTOR	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO NO
1	M-1	LOWER HOIST PIT CONV, 9" PITCH, 3" ROLLER CHAIN-COMB C/W CORRUGATED SIDE WALL BELT (C/W 1 CHAIN IDLER)	15	N/A	2-5 VSD (35)	48" WIDE X 29'-3" LONG	523040	04/14/96	39
2	M-2	UPPER HOIST PIT CONV, 9" PITCH, 3" ROLLER CHAIN-COMB C/W CORRUGATED SIDE WALL BELT (C/W 1 CHAIN IDLER)	7.5	-	20-60 VSD (40)	48" WIDE X 51'-9" LONG	521000	03/30/06	30
3	M-3	PRE-SORT CONVEYOR C/W STN.SS SEC, OPEN BOTTOM SLIDER BED-3 PLY, 330 PLW, RUBBER BELT	5	-	60-180 VSD (120)	48" WIDE X 38'-6" LONG	490412	04/03/06	36
4	M-4	TRASH TRANSFER CONVEYOR FLAT SLIDER BED, RUBBER BELT	2	-	180 FPM	26" WIDE X 23'-3" LONG	1809-004-001 (495)	10/17/06	63
5	M-5	ELECTRO MAGNETIC SEPARATOR MS-7 -EIMS	3	-	350 FIXED	-	MODEL 44T	10-25-06	89
6	M-6	TIN TRANSFER CONVEYOR FLAT SLIDER BED, CLEATED RUBBER BELT	2	-	150 FPM	30" WIDE X 23'-0" LONG	1809-006-001 (495)	10/17/06	64
7	M-7A	GLASS BREAKER 2 SECTION RH DRIVE	7.5	-	VSD	55" WIDE X 176" LONG	3011066	04/14/96	46
	M-7B	GLASS BREAKER, DECK 1A	7.5	-	VSD	-	-	1-5-07	61
	M-7C	DELETED GLASS BREAKER, DECK 1B	7.5	-	VSD	-	-	-	-
	M-7D	DELETED GLASS BREAKER, DECK 2B	7.5	-	VSD	-	-	-	-
	M-7E	GLASS BREAKER LUBRICATION SYSTEM (100V 4A)	5	-	VSD	-	-	-	-
	M-7F	GLASS BREAKER LUBRICATION SYSTEM (100V 4A)	5	-	VSD	-	-	-	-
8	M-8	CONTAINER TRANSFER CONVEYOR TROUGH ROLLER, CLEATED RUBBER BELT	3	-	160 FPM FIXED	36" WIDE X 58'-0" LONG	1809-008-001 (492)	10-19-06	74
9	M-9	PLASTIC TRANSFER CONVEYOR TROUGH SLIDER BED, RUBBER BELT	2	-	60-180VSD (120)	30" WIDE X 42'-3" LONG	1809-009-001 (494)	10-18-06	69
10A	M-10A-1	CONTAINER SILD (HOPE NATURAL) W/ FRONT DOOR & HOIST	2	-	120 FPM FIXED	24" WIDE X 28'-6" LONG	1809-010-001 (493)	10-19-06	75
	M-10A-2	CONTAINER SILD (HOPE COLOR) W/ FRONT DOOR & HOIST	1	-	-	50 CU YD	421677	10/13/06	58
	M-10A-3	CONTAINER SILD (OTHER) W/ FRONT DOOR & HOIST	1	-	-	50 CU YD	-	-	-
	M-10B-1	CONTAINER SILD (TIN) W/ FRONT DOOR & HOIST	1	-	-	50 CU YD	-	-	-
	M-10B-2	CONTAINER SILD (PET) W/ FRONT DOOR & HOIST	1	-	-	50 CU YD	-	-	-
	M-10B-3	CONTAINER SILD (ALUM) W/ FRONT DOOR & HOIST	1	-	-	50 CU YD	421825	10/13/06	59
10B	M-10B	160mm (6") SAPPHIRE UNIT, DUAL EJECT (3 OUTPUTS)	1	-	-	30 CU YD	-	-	-
10C	M-10C	SAPPHIRE ACCELERATOR CONVEYOR	5	-	500 FPM VSD	40" X 20'-0"	S1600-3-T-M	10-25-06	87
		AIR FEED TO MSS VALVE ENCLOSURE					BY MSS		
		POWER TO MSS ELECTRICAL PANEL (SIZE TO BE CONFIRMED)			80 CFM @ 100-125 PSI (OIL-FREE AIR)		BY FCR		
					240V/30A/SINGLE PH/60HZ				
120	M-120	AIR ROTARY SCREW COMPRESSOR (KAESER ASD 40ST W/400G TANK)	40	-	-	-	BY CP	-	-
12E	M-12E	CONTAINER TRANSFER CONVEYOR, SLIDE BED, RUBBER BELT	0.75	-	150 FPM FIXED	36" WIDE X 7'-0"	BY FCR	-	-
12F		EJECT HOOD	0.75	-	150 FPM FIXED	36" WIDE X 7'-0"	601026	10-23-06	83
13	M-13	PET DC SORT CONVEYOR TROUGH SLIDER BED, RUBBER BELT	2	-	120 FIXED	24" WIDE X 16'-6" LONG	BY MSS	10-25-06	87
14	M-14	ALUMINUM DC SORT CONVEYOR TROUGH SLIDER BED, RUBBER BELT	2	-	60-180 VFD	24" WIDE X 16'-6" LONG	1809-013-001 (494)	10-17-06	65
15	M-15	RESIDUE DC SORT CONVEYOR TROUGH SLIDER BED, RUBBER BELT	2	-	60-180 VFD	24" WIDE X 16'-6" LONG	1809-014-001 (494)	10-18-06	66
16	M-16	PET SILD FEED BLOWER (FOR DUCTING ASSY SEE ITEM 416)	2	-	60-180 VFD	24" WIDE X 39'-6" LONG	1809-015-001 (494)	10-18-06	67
17	M-17	ALUMINUM SILD FEED BLOWER (FOR DUCTING ASSY SEE ITEM 417)	2	-	60-180 VFD	16" DIA	463471	11-2-06	119
18	M-18	SILD TAKE-AWAY CONV, 9" PITCH, 3" ROLLER, 1/4" PAN, CLEATED (C/W 1 CHAIN IDLER)	7.5	-	15-45 VSD (30 NM)	16" DIA	463501	11-8-06	119
19	M-19	DC SORT CONVEYOR, TROUGH SLIDER BED-3 PLY, 330 PLW, RUBBER BELT	7.5	-	15-45 VSD (30 NM)	48" WIDE X 75'-6" LONG	554697	04/7/06	48
20		BALER (TO BE CONFIRMED)	3	-	60-180 VSD (120)	48" WIDE X 23'-5" LONG	490428	10-23-06	81
		POWER FEED TO BALER MCL				17	BY FCR		
		BALER HOPPER							
21	M-21	TRASH TRANSFER CONVEYOR TROUGH ROLLER FLAT RUBBER BELT	3	-	200 FPM FIXED	36" WIDE X 73'-0" LONG	1809-021-001 (522)	10-19-06	76
22	M-22	TRASH TRANSFER CONVEYOR TROUGH ROLLER, FLAT RUBBER BELT	5	-	200 FPM FIXED	36" WIDE X 105'-9" LONG	522069	10-18-06	63
23		DELETED							
24	M-24	TRASH COMPACTOR (MODEL TO BE CONFIRMED)	N/A	-	-	33" WIDE X 33'-0" LONG	BY FCR	-	-
		POWER TO COMPACTOR					BY FCR		
		DELETED							
		DELETED							
25	M-25	GLASS TRANSFER CONV, UPTURN TROUGH ROLLER W/ RUBBER CLEATED BELT	3	-	170 FPM FIXED	30" WIDE X 34'-9" LONG	525038	10-23-06	82
27A		METERING SURGE HOPPER				150 CU FT	1839-179	10/16/06	65
	M-27A	VIBRATORY FEEDER "KID-EGGY"	1	-	FIXED	17'-6" WIDE X 22'-0" LONG	KDF-18-7D	10-25-06	98
27B	M-27B	2" MANG. TRANSFER CONVEYOR TROUGH ROLLER, CHEVRON RUBBER BELT	1	-	FIXED	24" WIDE X 52'-3" LONG	1809-278-001 (522)	10-19-06	77
40	M-40	ALUMINUM EDDY CURRENT SEPARATOR (LH DRIVE)	5	-	250 FPM FIXED	30" WIDE X 6'-9" LONG	3008024	10/17/06	60
	M-40A	EDDY CURRENT ROTDR (WALKER)	10	-	2500 RPM	15" DIA X 30" W	-	-	-
	M-40B	EDDY CURRENT SEPARATOR CONV'R	2	-	200-600 VSD (400)	30" W (EFFECTIVE)	-	-	-
41	M-41	PET TRANSFER CONVEYOR	0.75	-	-	18" WIDE X 7'-6" LONG	602056	10-24-06	85

CONTAINER SORT LINE STEEL PACKAGE LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO NO	
28	1	PIT PLATES CLOSING CONVEYOR C-1 & C-2	-	-	-	11' WIDE X 48'-6" LONG	1809-201	10/13/06	61	
29	1	PIT BACK WALL AND MATERIAL FLOW GUIDES	-	-	-	8' HIGH X 40'-0" LONG	1809-209	10-18-06	70	
30		PIT LADERS (QTY-2) PART OF ITEM #28	-	-	-	-	SEE ITEM #28	-	-	
31	1	PRE-SORT PLATFORM C/W SUPPORTS, HANDRAILS, STAIRS, WALKWAY, SORT CHUTES	-	-	-	-	1809 158	10-20-06	71	
32	1	OVERBELT MAGNET SUPPORT STRUCTURE W/ SAFETY GUARD	-	-	-	-	SEE ITEM 205	04/04/06	49	
33	1	GLASS BEAKER SCREEN SUPPORT & "U" SHAPE SERVICE PLATFORM	-	-	-	2 X 4' WIDE X 24" LONG	SEE ITEM #31	10-20-06	79	
34	1	CONTAINER SORT PLATFORM C/W SUPPORTS, HANDRAILS, STAIRS, WALK & SORT CHUTES	-	-	-	-	SEE PLAN VIEW	1809-472	10-31-06	104
35	1	MSS UNIT SERVICE PLATFORM	-	-	-	-	SEE PLAN VIEW	1809-551	10-27-06	98
36	1	MSS UNIT DC POST SORT PLATFORM	-	-	-	-	SPE PLAN VIEW	1809-451	10-24-06	86
37	1	BALER FEED QUALITY SORT PLATFORM	-	-	-	-	SEE PLAN VIEW	1809-451	10-24-06	86
38	182	TRANSITION CHUTES AND HOPPERS (AS NEEDED)	-	-	-	15 WIDE X 22' LONG	1809-451	10-24-06	86	
							SEE MISC LISTING			

CONTAINER SORT LINE ELECTRICAL LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO NO
39	1	MOTOR CONTROL CENTER (MCC-2) (CONFIRMED 05/12/06)	-	-	-	460V/200A/3PH/60HZ	1809-MCC-2	05/11/06	54

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AS BUILT - EQUIPMENT LISTING

APPROVED BY: [Signature]

DATE: 3/26/07

FIBER & CONTAINER SORT SYSTEM

FCR / CASELLA WASTE INC.

HARTFORD - CONNECTICUT - USA

JOB # 1809

- NOTES:
- CONVEYORS REQ'D SPEED AND HORSE POWER ARE SUBJECT TO CHANGE PER ACTUAL DESIGN SPECIFICATIONS.
 - CAPACITY AT ELEVATED PLATFORMS: LINE LOAD: 100 PSF DEAD LOAD: 25 PSF

MAIN EQUIPMENT LISTING - CONTAINER LINE

FCR / CASELLA WASTE INC

DATE: 03/21/06

SCALE: 3/32" = 1"

CP MANUFACTURING INC.

1300 WILSON AVENUE - NATIONAL CITY CA 91950

PHONE 619-477-2175 FAX 619-477-3426

REV	REVISION	DATE	BY
1	ISSUED FOR CONSTRUCTION		
2	PROVIDE THE BALANCE SHEET		
3			
4			

PROJECT # 1809 - FCR/CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
01/09/07

FIBER SORT LINE MAIN EQUIPMENT LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO No.
50	M-50	FIBER LOWER HORIZ PIT CONV, 9" PITCH, 3" ROLLER, 1/4" STEEL PAN, CLEATED (C/W 1 CHAIN OILER)	15	N/A	2-6 VSD (43 NOM)	60" WIDE x 21'-0" LONG	554686	03/15/06	07
51A	M-51A	INLINE FEED CONV, 9" PITCH, 3" ROLLER, 1/4" PAN, CLEATED (C/W 1 CHAIN OILER)	10	-	20-60 VSD (40 NOM)	60" WIDE x 37'-3" LONG	554692	03/16/06	011
51B		METERING DRUM			15 RPM FIXEC	57 1/2"W x 69" DIA	9009003	03/15/06	01
	M-51B	HYDRAULIC POWDER UNIT AND HYDRAULIC HOSES	5	-			6721023	03/15/06	01
52	M-52	FIBER PRE-SORT CONVEYOR, OPEN BOTTOM SLIDER BED RUBBER BELT	5	-	60-180VSD(120 nom)	60" WIDE x 35'-0" LONG	490384	03/15/06	03
53	M-53A	DCC SCREEN RH, FIRST DECK	7 1/2	-	VSD	80" WIDE x 29'-0" LONG	9001006	03/13/06	02
	M-53B	DCC SCREEN, SECOND DECK	7 1/2	-	VSD				
	M-53C	DCC SCREEN LUBRICATION SYSTEM (110V, 4A)	0.15	-	FIXED		9001081	05/11/06	53
54	M-54	DCC OVERS TRANSFER CONVEYOR, FLAT SLIDER, RUBBER BELT, 3" CLEATS	5	-	206	60" WIDE x 65'-0" LONG	1809-054-001 (555)	03/15/06	05
55	M-55	DCC UNDERS TRANSFER CONVEYOR, TROUGHED ROLLER, RUBBER BELT	2	-	190	60" WIDE x 13'-6" LONG	520140	03/15/06	02
56	M-56	DCC UNDERS TRANSFER CONVEYOR, FLAT SLIDER, RUBBER BELT, 3" CLEATS	3	-	230	48" WIDE x 31'-6" LONG	520070	03/14/06	03
57	M-57	DMP POST SORT CONVEYOR, FLAT SLIDER, RUBBER BELT	3	-	70-210VSD(140 nom)	54" WIDE x 41'-0" LONG	1809-057-001 (497)	03/15/06	06
58	M-58	DCC RETURN CONVEYOR, FLAT SLIDER, RUBBER BELT	2	-	80	54" WIDE x 36'-0" LONG	1809-058-001 (496)	03/15/06	04
59	M-59	REVERSIBLE TRANSFER CONVEYOR, SLIDER BELT, RUBBER BELT	3	-	160	48" WIDE x 38'-6" LONG	555115	03/16/06	12
60	M-60	BUNKER CONVEYOR 4" PITCH CHAIN-COMBO RUBBER BELT WITH CLEATS, 2" ROLLER	3	-	5-15 VSD (10 nom)	60" WIDE x 26'-0" LONG	517101	03/16/06	13
61	M-61	BUNKER CONVEYOR 4" PITCH CHAIN-COMBO RUBBER BELT WITH CLEATS, 2" ROLLER	3	-	5-15 VSD (10 nom)	60" WIDE x 26'-0" LONG	517101	03/16/06	13
62	M-62	BUNKER CONVEYOR 4" PITCH CHAIN-COMBO RUBBER BELT WITH CLEATS, 2" ROLLER	3	-	5-15 VSD (10 nom)	60" WIDE x 26'-0" LONG	517102	3/17/06	16
63	M-63	BUNKER CONVEYOR 4" PITCH CHAIN-COMBO RUBBER BELT WITH CLEATS, 2" ROLLER	5	-	5-15 VSD (10 nom)	60" WIDE x 26'-0" LONG	517101	03/16/06	13
64	M-64	BALER FEED CONVEYOR, 9" PITCH, 3" ROLLER, 1/4" STEEL PAN, CLEATED (C/W 1 CHAIN OILER)	15	-	20-60 VSD (40 NOM)	60" WIDE x 91'-9" LONG	554737	03/15/06	10
65		BALER (TO BE CONFIRMED)	55	-	-	-	BY FCR-VAS(EQUIP 2450)		
		POWER FEED TO BALER MCC							
66		BUNKER DOORS (QTY-4)				50" WIDE x 12'-0" LONG	SEE ITEM 77		
66A	M-66A	INSTALLATION BUNKER DOORS HYDRAULICS	10	-	-	-	1809-176	03/17/06	15
66B		INSTALLATION LIMIT SWITCHES FOR BUNKER DOORS (4 SWITCHES)					1809-177	3/20/06	17

FIBER SORT LINE STEEL PACKAGE LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO No.
67	1	PIT PLATES CLOSING FOR CONVEYOR C-56, C-51 INCL PIN REMOVAL TROUGH	-	-	-	11' WIDE x 42'-0" LONG	554756	03/23/06	25
68	1	PIT BACK WALL AND MATERIAL FLOW GUIDES	-	-	-	8' HIGH X 30'-0" LONG	1809-104	03/31/05	31
69		PIT LADDERS (QTY-2) PART OF ITEM #67	-	-	-	-	SEE ITEM #67		
70	1	PIT PLATES CLOSING FOR CONVEYOR C-64	-	-	-	11' WIDE x 72'-0" LONG	554744	03/24/06	22
71	1	MATERIAL FLOW WALLS AND MATERIAL FLOW GUIDES FOR CONVEYOR C-64	-	-	-	8' H x 22'-0" 8'H x 18'-6"	1809-101	04/06/06	42
72		PIT LADDERS (QTY-2) PART OF ITEM #70	-	-	-	-	SEE ITEM #70		
73	1	PRE-SORT PLATFORM C/W SUPPORTS, HANDRAILS, STAIRS, CATWALK, SORT CHUTES.	-	-	-	18'-0" WIDE x 35'-0" LONG	1809-031	04/14/06	47
		BUNKER WALLS (QTY 2) & ESCAPE LADDERS (2)	-	-	-	-			
74	1	DCC SCREEN SERVICE PLATFORM C/W HANDRAILS AND STAIRS	-	-	-	2 x 5'-0" WIDE X 16'-9" LONG	1809-076	04/04/06	38
75	1	DCC SCREEN SUPPORTS	-	-	-	-	1809-131	04/06/06	37
76		BALER FEED HOPPER	-	-	-	-	BY FCR		
77A	1	FIBER SORT PLATFORM C/W SUPPORTS, HANDRAILS, STAIRS, CATWALK, SORT CHUTES AND	-	-	-	17'-0" WIDE x 35'-6" LONG	1809-001	03/16/06	35
77B		BUNKER WALLS (QTY - 6)	-	-	-	-			
78	180	TRANSITION CHUTES AND HOPPERS (AS NEEDED)	-	-	-	-	SEE MISC LISTING		

FIBER SORT LINE ELECTRICAL LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO No.
79	1	MOTOR CONTROL CENTER (MCC-1) (CONFIRMED 04/04/06)	-	-	-	460V/150A/3PH/50HZ	1809-MCC-1	05/03/06	51
-	-	-	-	-	-	-	-	-	-

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AS BUILT - EQUIPMENT LISTING

APPROVED:  DATE: 2/16/07
BY:  DATE: 2/16/07

FIBER & CONTAINER SORT SYSTEM

FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB #1809

NOTES:

- CONVEYORS REQ'D SPEED AND HORSE POWER ARE SUBJECT TO CHANGE PER ACTUAL DESIGN SPECIFICATIONS.
- CAPACITY AT ELEVATED PLATFORMS:
LIVE LOAD: 100 PSF
DEAD LOAD: 25 PSF

MAIN EQUIPMENT LISTING - FIBER LINE

PROJECT: 1809-001-001
MATERIAL RECOVERY FACILITY
FCR / CASELLA WASTE INC
411 MURPHY ROAD
HARTFORD, CT 06114-2105

DATE: 02/09/06
DRAWN BY: RJC/DMK
CHECKED BY: RJC/DMK
DATE: 02/09/06

DATE: 02/09/06
APPROVED BY: RJC/DMK
DATE: 02/09/06

ISSUED: 2/22/07


CP MANUFACTURING INC.
1300 WILSON AVENUE - NATIONAL CITY, CA 91950
PHONE 619-477-3175 FAX 619-477-3426

REV	DESCRIPTION	DATE	BY
1	RELEASED FOR CONSTRUCTION	02/09/06	RJC
2	PROPERTY OF CP MANUFACTURING		
3			
4			
5			
6			

PROJECT # 1809 - FCR/CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 03/19/07

GLASS CLEAN-UP LINE MAIN EQUIPMENT LISTING

ITEM	MOTOR	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO No
B1	M-B1	GLASS TROMMEL SCREEN	5	N/A	FIXED	48" WIDE X 10'-0" LONG	3-9015004	12-14-06	160
B2	-	GLASS CLEAN-UP SYSTEM	-	-	-	-	9010003	11-2-06	111
	M-B0A	CYCLONE BLOWER	10		VSD	-			
	M-B2B	ROTARY VALVE	1.5		FIXED	-			
	M-B2C	GLASS TRANSFER CONVEYOR FOR GLASS CLEAN-UP, TROUGHED ROLLER FLAT BELT	2		250-750 (500) VSD	24"W X 10'-6"			
B3	M-B3	TROMMEL OVERS GLASS TRANSFER CONVEYOR, TROUGHED ROLLER FLAT BELT, REVERSIBLE	3		180 FPM FIXED	24"W X 23' 3"	522097	10-26-06	99
B4		MSS GLASS SORT UNIT COMPLETE WITH INTEGRATED METAL SORT - SPLIT UPGRADE					GCS-384-2-S	10-25-06	90
		POWER TO MSS GLASS SORT UNIT MCC			240V/20A/SINGLE PH/50HZ		BY FCR		
B4A		VIBRATORY FEEDER C/W HOPPER (110V)	1	110v			BY MSS	10-25-06	99
B5	M-B5	FE/CERAMIC TRANSFER CONVEYOR FLAT SLIDER	0.75		150 FPM FIXED	24" WIDE X 10'-0" LONG	601010	10-19-06	71
B6A	M-B6A	GLASS PASS FRACTION TRANSFER CONV, UPTURN, RUBBER CORR SW BELT	3	N/A	170 FIXED	36" WIDE X 33'-9" LONG	525102	03/02/07	177
B6B	M-B6B	GLASS PASS FRACTION TRANSFER CONV, TROUGH ROLLER, RUBBER BELT, FLAT	2	N/A	180 FIXED	24" WIDE X 12'-0" LONG	1809-868-001 (492)	03/01/07	175
B6C	M-B6C	GLASS PASS FRACTION TRANSFER CONV, TROUGH ROLLER, RUBBER BELT, CHEVRON	2	N/A	180 FIXED	24" WIDE X 30'-10" LONG	1809-866-001 (492)	03/01/07	176
B7	M-B7	FE/CERAMIC TRANSFER CONV, UPTURN TROUGH ROLLER W/ RUBBER CLEATED BELT	3		170 FPM FIXED	30" WIDE X 26'-0" LONG	525037	10-19-06	73
B8	M-B8	3 MIX GLASS TRANSFER CONVEYOR TROUGH ROLLER, CHEVRON RUBBER BELT	5		250 FPM FIXED	24" WIDE X 43'-0" LONG	1809-086-001 (522)	10-19-06	72
B9	M-B9	IMPACTOR GLASS CRUSHER - MODEL APS-6406/K BY "HAZEMAC"	10			54" WIDE X 4'-2" LONG	BY FCR		
B0	M-B0	AIR ROTARY SCREW COMPRESSOR (KAESER ASD 40ST W/400G. TANK)	40				BY CP		
		POWER TO COMPRESSOR			??V/??A/?? PH/60HZ		BY FCR		
B00	M-B00	GLASS HOPPER FEEDER CONVEYOR TROUGH ROLLER, CLEATED RUBBER BELT	2		200 FPM FIXED	24" WIDE X 21'-0" LONG	1809-103-001 (492)	10-24-06	84

GLASS CLEAN-UP LINE STEEL PACKAGE LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO No
91	1	TROMMEL SUPPORT STRUCTURE	-	-	-	-	1809-470	10-31-06	104
92	1	TROMMEL SERVICE WALKWAY, U-SHAPED	-	-	-	-	1809-470	10-31-06	104
93	1	MSS GLASS SORT SERVICE WALKWAYS & LADDERS	-	-	-	-	1809-493	11-1-06	113
							SEE PLAN VIEW		
94	1	GLASS CLEANUP CYCLONE SUPPORT	-	-	-	-	1809-235	10-33-06	100
95	1	GLASS ROLL CRUSHER SUPPORT & SERVICE PLATFORM W/ LADDER	-	-	-	-	1809-570	11-1-06	108
96	TBD	TRANSITIONS BETWEEN MACHINERY	-	-	-	-	SEE MISC LISTING		

GLASS CLEAN-UP LINE ELECTRICAL LISTING

ITEM	QTY	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASE	MEMO No
97	1	MOTOR CONTROL CENTER (MCC-3) (SIZE TO BE CONFIRMED)	-	-	-	480V/??A/3PH/60HZ	1809-MCC-3	12-4-06	150
-	-	-	-	-	-	-	-	-	-

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AS BUILT - EQUIPMENT LISTING

APPROVED:  DATE: 1/1/07



FIBER & CONTAINER SORT SYSTEM
 FCR / CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 JOB #1809

NOTES:
 1. CONVEYORS REQ'D SPEED AND HORSE POWER ARE SUBJECT TO CHANGE PER ACTUAL DESIGN SPECIFICATIONS.
 2. CAPACITY AT ELEVATED PLATFORMS:
 LIVE LOAD: 100 PSF
 DEAD LOAD: 25 PSF

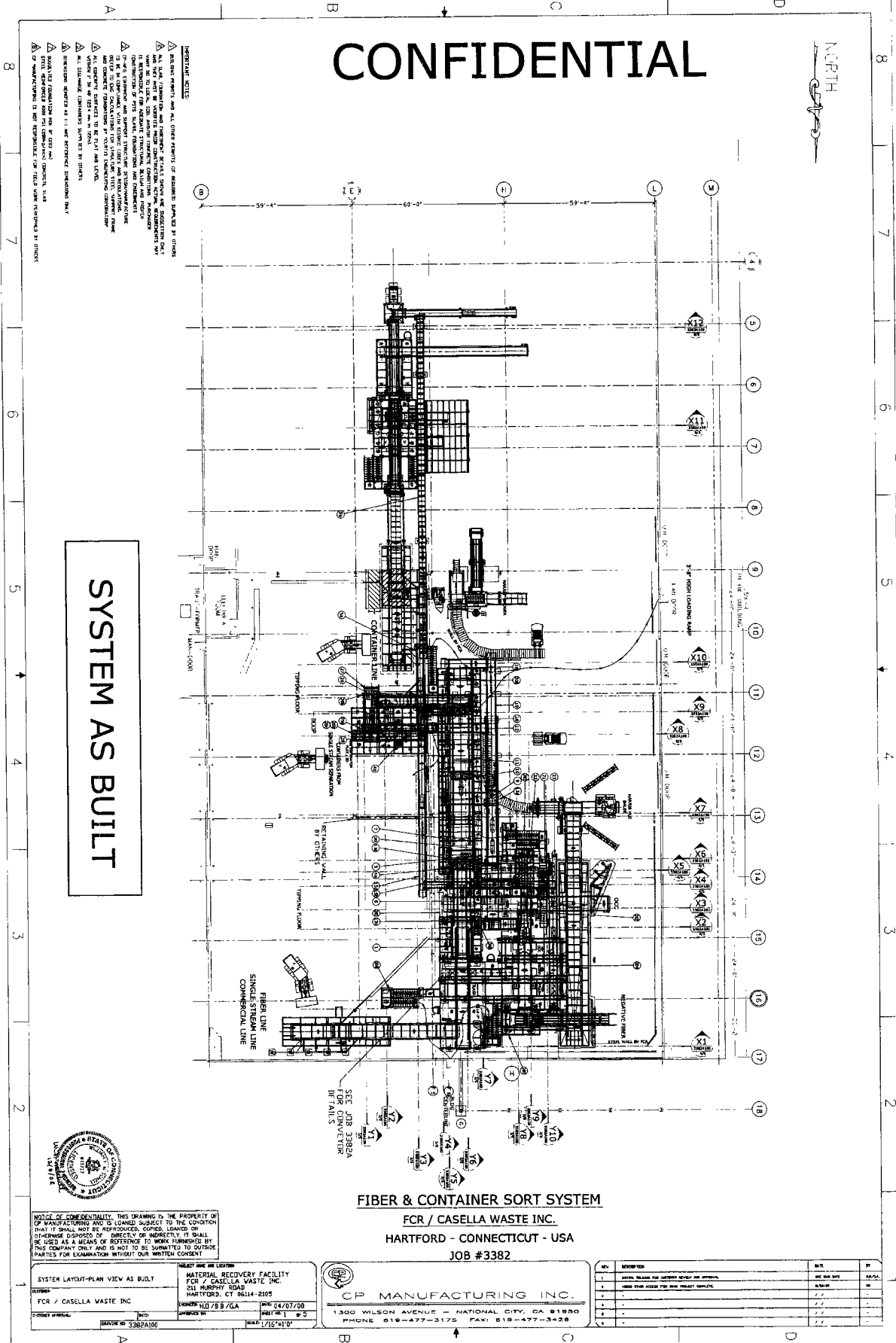
MAIN EQUIPMENT LISTING - GLASS LINE
 FCR / CASELLA WASTE INC

MATERIAL RECEIVED FACILITY
 FCR / CASELLA WASTE INC.
 211 MURPHY ROAD
 HARTFORD, CT 06114-2105
 REVISION NO/DATE/CHK: 04/03/06
 SHEET NO 3 OF 3
 DATE: 3/30/07

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91900
 PHONE 619-477-3175 FAX 619-477-3425

REV	DESCRIPTION	DATE	BY
1	ISSUED FOR CONSTRUCTION		
2	ISSUED FOR MACHINERY		
3			
4			
5			
6			

CONFIDENTIAL



SYSTEM AS BUILT

- IMPORTANT NOTES:**
- △ ALL DIMENSIONS AND ALL OTHER DETAILS OF RECORDS SUPPLIED BY OTHERS SHALL BE VERIFIED FROM CONSTRUCTION LOGS, RECORDS AND FIELD SURVEY DATA. ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE PROJECT MANAGER.
 - △ THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB #3382

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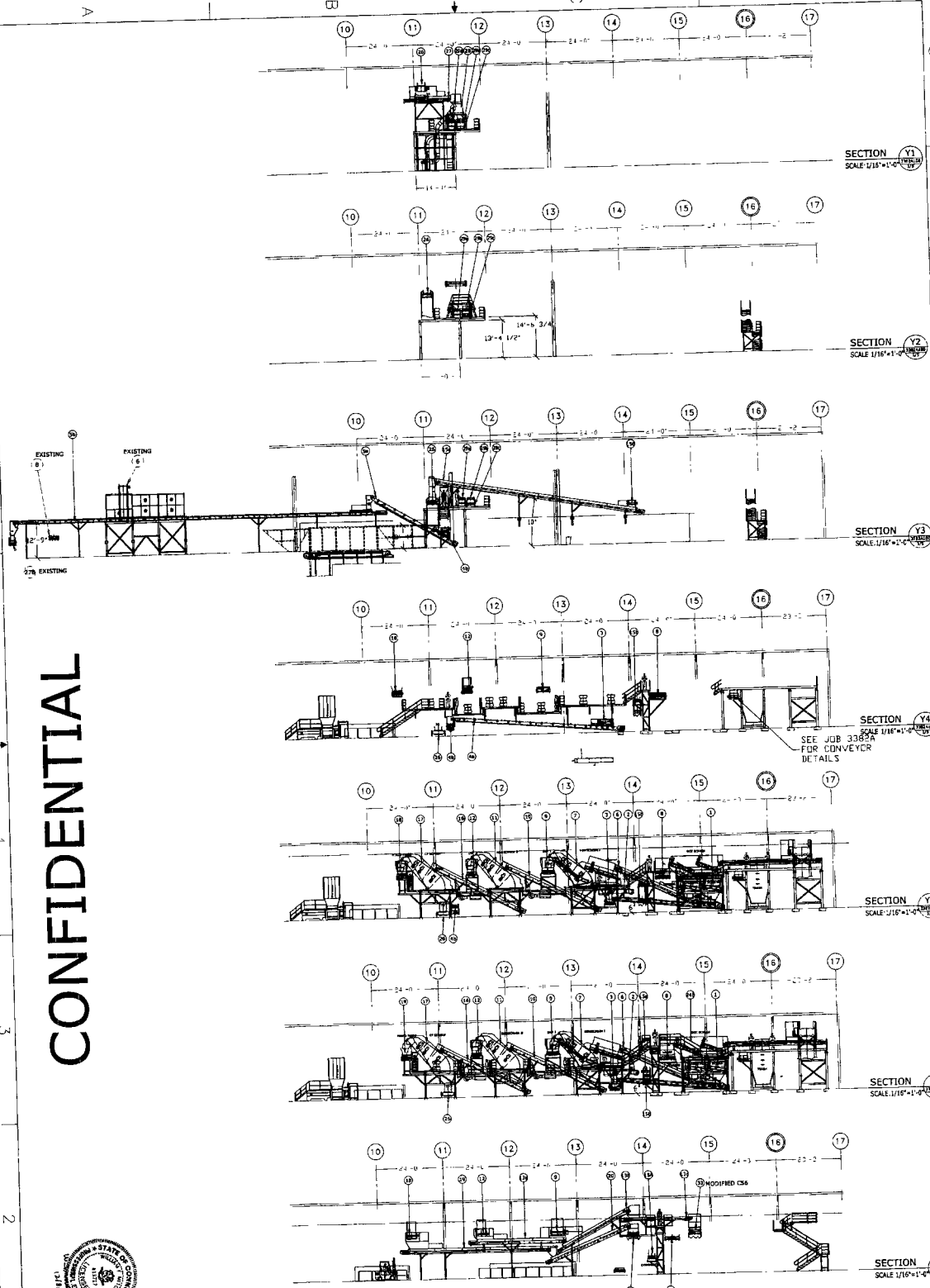
SYSTEM LAYOUT-PLAN VIEW AS BUILT		PROJECT FILE NUMBER	
OWNER	FCR / CASELLA WASTE INC.	PROJECT NO.	04/07/08
DESIGN OFFICE	MATERIAL RECOVERY FACILITY FCR / CASELLA WASTE INC. 511 WINDY ROAD HARTFORD, CT 06114-2105	DATE	04/07/08
SCALE	AS SHOWN	REVISION	# 2
DATE	04/07/08	BY	JL/ST/08

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, OH 91880
 PHONE 619-477-3175 FAX: 619-477-3428

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR CONSTRUCTION	04/07/08	JL/ST
2	ISSUED FOR CONSTRUCTION	04/07/08	JL/ST
3	ISSUED FOR CONSTRUCTION	04/07/08	JL/ST
4	ISSUED FOR CONSTRUCTION	04/07/08	JL/ST
5	ISSUED FOR CONSTRUCTION	04/07/08	JL/ST



CONFIDENTIAL



SECTION Y1
SCALE 1/16"=1'-0"

SECTION Y2
SCALE 1/16"=1'-0"

SECTION Y3
SCALE 1/16"=1'-0"

SECTION Y4
SCALE 1/16"=1'-0"
SEE JOB 3382A FOR CONVEYOR DETAILS

SECTION Y5
SCALE 1/16"=1'-0"

SECTION Y6
SCALE 1/16"=1'-0"

SECTION Y7
SCALE 1/16"=1'-0"

FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB #3382

SYSTEM AS BUILT

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SYSTEM LAYOUT-SECTIONS Y1-Y7 AS BUILT
DATE: 01/18/10
DRAWN BY: J. W. S.
CHECKED BY: J. W. S.
SCALE: 1/16"=1'-0"

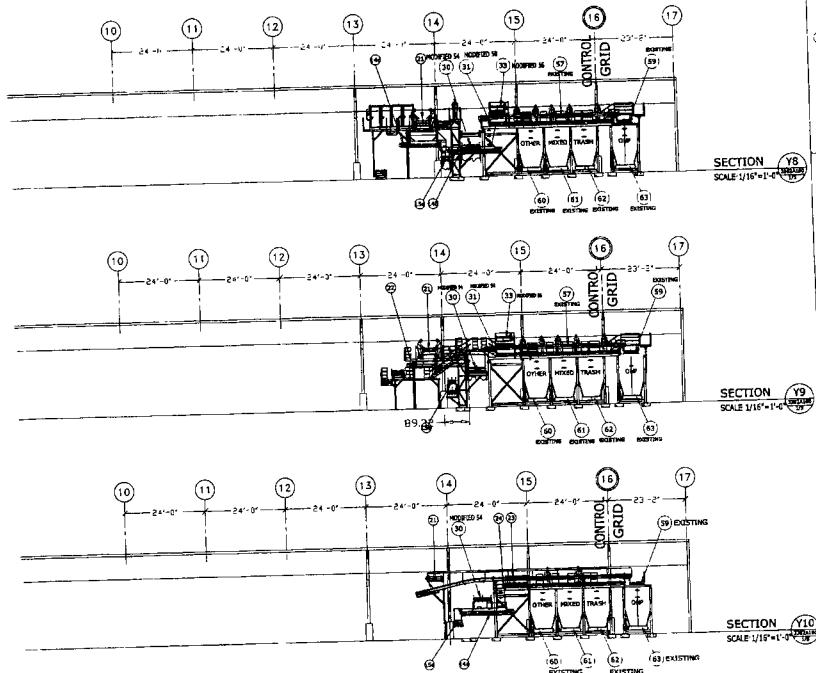
MATERIAL RECOVERY FACILITY
FOR / CASELLA WASTE INC.
211 MURPHY ROAD
HARTFORD, CT 06114-3105
DATE: 04/07/08
SCALE: 2" = 10' S

CP MANUFACTURING INC
1300 WILSON AVENUE - NATIONAL CITY, CA 91860
PHONE: 919-477-3175 FAX: 919-477-3428

REV	DESCRIPTION	DATE	BY
1	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS
2	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS
3	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS
4	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS
5	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS
6	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS
7	ISSUE AS BUILT FOR MATERIAL RECOVERY FACILITY	01/18/10	JWS



CONFIDENTIAL



FIBER & CONTAINER SORT SYSTEM

FCR / CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 JOB #3382

SYSTEM AS BUILT

NOTICE OF CONFIDENTIALITY: THIS DRAWING IS THE PROPERTY OF CP MANUFACTURING AND IS LOANED SUBJECT TO THE CONDITION THAT IT SHALL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY. IT SHALL BE USED AS A MEANS OF REFERENCE TO WORK FURNISHED BY THIS COMPANY ONLY AND IS NOT TO BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT.

PROJECT NAME AND LOCATION	MATERIAL RECOVERY FACILITY FOR / CASELLA WASTE INC. 811 MURPHY ROAD HARTFORD, CT 06114-2105		
SYSTEM LAYOUT-SECTIONS Y8-Y10 AS BUILT	DATE	DATE	DATE
FOR / CASELLA WASTE INC.	11/07/08	04/07/08	04/07/08
DRAWING NO. 3382A100	REV. NO. 3	OF 5	SCALE 1/16"=1'-0"



CP MANUFACTURING INC.

1300 WILSON AVENUE - NATIONAL CITY, CA 91850
 PHONE: 619-477-3175 FAX: 619-477-3426

REV.	DESCRIPTION	DATE	BY
1	ISSUE FOR CONSTRUCTION	04/07/08	CP
2	ISSUE FOR CONSTRUCTION	04/07/08	CP
3	ISSUE FOR CONSTRUCTION	04/07/08	CP
4	ISSUE FOR CONSTRUCTION	04/07/08	CP
5	ISSUE FOR CONSTRUCTION	04/07/08	CP

CONFIDENTIAL

SYSTEM AS BUILT



FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 3382

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SYSTEM LAYOUT-SECTIONS X1-X6 AS BUILT
 FOR / CASELLA WASTE INC.

PROJECT ONE ONE LOCATION
 MATERIAL RECOVERY FACILITY
 FCR / CASELLA WASTE INC.
 211 NURPHY ROAD
 HARTFORD, CT 06114-2105



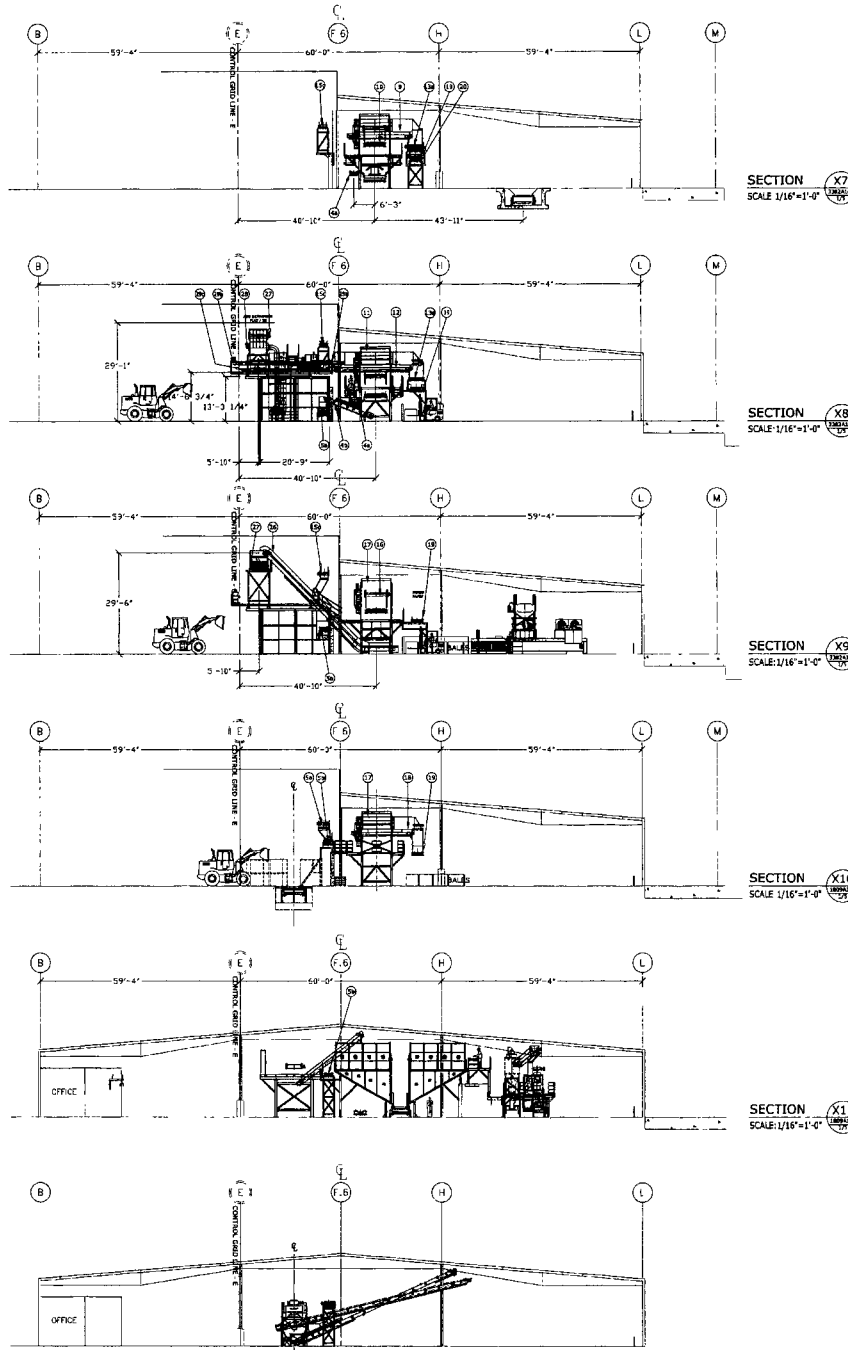
CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91850
 PHONE: 619-477-3175 FAX: 619-477-3426

NO.	DESCRIPTION	DATE	BY
1	INITIAL RELEASE FOR CONSTRUCTION AND OPERATIONS	08/27/08	BA/PA
2	AMEND FROM AS-BUILT FOR NEW FIBER SORT SYSTEM	08/27/08	BA/PA
3			
4			
5			
6			

DESIGNED BY: HCL/B/S/G/A
 DRAWN BY: H/W
 CHECKED BY: H/W
 DATE: 04/27/08
 SHEET NO: 4 OF 5
 SCALE: 1/16"=1'-0"

CONFIDENTIAL

SYSTEM AS BUILT



NOTICE OF CONFIDENTIALITY: THIS DRAWING IS THE PROPERTY OF CP MANUFACTURING AND IS LOANED SUBJECT TO THE CONDITION THAT IT SHALL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY. IT SHALL BE USED AS A MEANS OF REFERENCE TO WORK FURNISHED BY THIS COMPANY ONLY AND IS NOT TO BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT.

FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB #3382

SYSTEM LAYOUT-SECTIONS X7-X12 AS BUILT	MATERIAL RECOVERY FACILITY FOR / CASELLA WASTE INC. 511 HURSHAM ROAD HARTFORD, CT 06114-2105
FCR / CASELLA WASTE INC.	DATE: 04/07/98
PROJECT NO: 3382A100	SCALE: 1/16"=1'-0"


CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91920
 PHONE 619-477-3175 FAX 619-477-3426

REV	DESCRIPTION	DATE	BY
1	ISSUE FOR CONSTRUCTION	04/07/98	CP
2	ISSUE FOR CONSTRUCTION	04/07/98	CP
3	ISSUE FOR CONSTRUCTION	04/07/98	CP
4	ISSUE FOR CONSTRUCTION	04/07/98	CP
5	ISSUE FOR CONSTRUCTION	04/07/98	CP

PROJECT # 3382 - FCR/CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 05/14/08
 SINGLE STREAM LINE MAIN EQUIPMENT LISTING

ITEM	NOTES	DESCRIPTION & TYPE	HP	KW	BELT SPEED (FPM)	SIZE	ASSY	DATE RELEASED	MEMO
1		CUSTOM ORDERED 20" SCREEN & SECTION IN DRIVE SPEED					921670	05/06/08	48
M-71A		GLASS BREAKER/SIZING SCREEN DECK IN CUSTOM SLOW SPEED							
M-71B		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71C		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71D		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71E		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71F		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71G		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71H		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71I		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71J		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71K		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71L		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71M		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71N		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71O		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71P		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71Q		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71R		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71S		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71T		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71U		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71V		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71W		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71X		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71Y		GLASS BREAKER/SIZING SCREEN DECK IN							
M-71Z		GLASS BREAKER/SIZING SCREEN DECK IN							
M-72		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220							
M-73		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220							
M-74		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220							
M-75		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220							
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M-99		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220							
M-100		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220							

SYSTEM AS BUILT

FIBER & CONTAINER SORT SYSTEM
 FCR / CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 JOB # 3382

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91960
 PHONE: 619-477-3175 FAX: 619-477-3420

FOR / CASELLA WASTE INC
 211 MERRIMAN ROAD
 HARTFORD, CT 06114-0105



NOTES:
 1. CONVEYORS NEED SPEED AND HORSE POWER
 2. CAPACITY AT ELEVATED PLATFORMS.
 ARE SUBJECT TO CHANGE PER ACTUAL DESIGN SPECIFICATIONS

ITEM	DATE	DESCRIPTION & TYPE	ASSY	PHASE	RELEASE DATE	MEMO
300		ELECTRICAL CONTROL MISC-4 (SIMPLE STREAM)	3382-MCC-4		05/09/08	56

SINGLE STREAM LINE ELECTRICAL LISTING

ITEM	DATE	DESCRIPTION & TYPE	ASSY	PHASE	RELEASE DATE	MEMO
1		CUSTOM ORDERED 20" SCREEN & SECTION IN DRIVE SPEED	921670		05/06/08	48
M-71A		GLASS BREAKER/SIZING SCREEN DECK IN CUSTOM SLOW SPEED				
M-71B		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71C		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71D		GLASS BREAKER/SIZING SCREEN DECK IN				
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M-71O		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71P		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71Q		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71R		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71S		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71T		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71U		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71V		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71W		GLASS BREAKER/SIZING SCREEN DECK IN				
M-71X		GLASS BREAKER/SIZING SCREEN DECK IN				
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M-72		GLASS TRANSFER CONVEYOR TROUGH RUBBER BELT 220				
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STEEL PACKAGE LISTING - AS BUILT
 FCR / CASSELLA WASTE INC.
 MATERIAL RECOVERY FACILITY
 511 HARTFORD ROAD
 HARTFORD, CT 06114-2109
 DATE: 04/27/08
 DRAWN BY: M.D./B.B./G.A.
 PROJECT NO: 3382-000-01

1300 WILSON AVENUE - NATIONAL CITY, OH 45400
 PHONE: 610-477-3175 FAX: 610-477-3408
 FCR MANUFACTURING INC.

SYSTEM AS BUILT
 FIBER & CONTAINER SORT SYSTEM
 FCR / CASSELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 JOB # 3382

THIS DRAWING AND IS LOANED SUBJECT TO THE CONDITION THAT IT SHALL NOT BE REPRODUCED, COPIED, LOANED OR OTHERWISE USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE COMPANY AND IS NOT TO BE REPRODUCED OR COPIED OR OTHERWISE USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE COMPANY.



ITEM	DESCRIPTION & TYPE	QTY	UNIT	DATE	ISSY	SIZE
200	SCREEN & MESH SUPPLY WITH SERVICE WALKWAYS	1				
201	SCREEN & MESH SUPPLY WITH SERVICE WALKWAYS	1				
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PROJECT # 3382 - FCR/CASSELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 05/28/08
 SINGLE STREAM STEEL PACKAGE LISTING

PROJECT # 3382 - FCR/CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
06/11/08
SINGLE STREAM-SUPPORTS LISTING

ITEM QTY	DESCRIPTION & TYPE	ASSY	PHASE	RELEASE DATE	WEEKS
210	INSTALLATION, GLASS BREAKER/SIZING SCREEN W/ MODIFICATION OF EXISTING OCC BREAKER #1	3382-210-01	SEC 241	05/15/08	661
211	INSTALLATION, SUPPORT CONVERTER #2	3382-211-01	SEC ITEM 200	05/15/08	676
212	INSTALLATION, SUPPORT CONVERTER #3	3382-212-01	SEC ITEM 200	05/15/08	693
213	INSTALLATION, SUPPORT CONVERTER #4	3382-213-01	SEC ITEM 200	05/15/08	709
214	INSTALLATION, SUPPORT CONVERTER #5	3382-214-01	SEC ITEM 200	05/15/08	726
215	INSTALLATION, SUPPORT CONVERTER #6	3382-215-01	SEC ITEM 200	05/15/08	743
216	INSTALLATION, SUPPORT CONVERTER #7	3382-216-01	SEC ITEM 200	05/15/08	760
217	INSTALLATION, SUPPORT CONVERTER #8	3382-217-01	SEC ITEM 200	05/15/08	777
218	INSTALLATION, SUPPORT CONVERTER #9	3382-218-01	SEC ITEM 200	05/15/08	794
219	INSTALLATION, SUPPORT CONVERTER #10	3382-219-01	SEC ITEM 200	05/15/08	811
220	INSTALLATION, SUPPORT CONVERTER #11	3382-220-01	SEC ITEM 200	05/15/08	828
221	INSTALLATION, SUPPORT CONVERTER #12	3382-221-01	SEC ITEM 200	05/15/08	845
222	INSTALLATION, SUPPORT CONVERTER #13	3382-222-01	SEC ITEM 200	05/15/08	862
223	INSTALLATION, SUPPORT CONVERTER #14	3382-223-01	SEC ITEM 200	05/15/08	879
224	INSTALLATION, SUPPORT CONVERTER #15	3382-224-01	SEC ITEM 200	05/15/08	896
225	INSTALLATION, SUPPORT CONVERTER #16	3382-225-01	SEC ITEM 200	05/15/08	913
226	INSTALLATION, SUPPORT CONVERTER #17	3382-226-01	SEC ITEM 200	05/15/08	930
227	INSTALLATION, SUPPORT CONVERTER #18	3382-227-01	SEC ITEM 200	05/15/08	947
228	INSTALLATION, SUPPORT CONVERTER #19	3382-228-01	SEC ITEM 200	05/15/08	964
229	INSTALLATION, SUPPORT CONVERTER #20	3382-229-01	SEC ITEM 200	05/15/08	981
230	INSTALLATION, SUPPORT CONVERTER #21	3382-230-01	SEC ITEM 200	05/15/08	998
231	INSTALLATION, SUPPORT CONVERTER #22	3382-231-01	SEC ITEM 200	05/15/08	1015
232	INSTALLATION, SUPPORT CONVERTER #23	3382-232-01	SEC ITEM 200	05/15/08	1032
233	INSTALLATION, SUPPORT CONVERTER #24	3382-233-01	SEC ITEM 200	05/15/08	1049
234	INSTALLATION, SUPPORT CONVERTER #25	3382-234-01	SEC ITEM 200	05/15/08	1066
235	INSTALLATION, SUPPORT CONVERTER #26	3382-235-01	SEC ITEM 200	05/15/08	1083
236	INSTALLATION, SUPPORT CONVERTER #27	3382-236-01	SEC ITEM 200	05/15/08	1100
237	INSTALLATION, SUPPORT CONVERTER #28	3382-237-01	SEC ITEM 200	05/15/08	1117
238	INSTALLATION, SUPPORT CONVERTER #29	3382-238-01	SEC ITEM 200	05/15/08	1134
239	INSTALLATION, SUPPORT CONVERTER #30	3382-239-01	SEC ITEM 200	05/15/08	1151
240	INSTALLATION, SUPPORT CONVERTER #31	3382-240-01	SEC ITEM 200	05/15/08	1168
241	INSTALLATION, SUPPORT CONVERTER #32	3382-241-01	SEC ITEM 200	05/15/08	1185
242	INSTALLATION, SUPPORT CONVERTER #33	3382-242-01	SEC ITEM 200	05/15/08	1202
243	INSTALLATION, SUPPORT CONVERTER #34	3382-243-01	SEC ITEM 200	05/15/08	1219
244	INSTALLATION, SUPPORT CONVERTER #35	3382-244-01	SEC ITEM 200	05/15/08	1236
245	INSTALLATION, SUPPORT CONVERTER #36	3382-245-01	SEC ITEM 200	05/15/08	1253
246	INSTALLATION, SUPPORT CONVERTER #37	3382-246-01	SEC ITEM 200	05/15/08	1270
247	INSTALLATION, SUPPORT CONVERTER #38	3382-247-01	SEC ITEM 200	05/15/08	1287
248	INSTALLATION, STAIR ACCESS WITH WALKWAY (ADDED)	3382-248-01	SEC ITEM 202/213	11/06/08	137

SINGLE STREAM-TRANSITIONS LISTING

ITEM QTY	DESCRIPTION & TYPE	ASSY	PHASE	RELEASE DATE	WEEKS
250	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-250-01	SEC 241	05/20/08	941
251	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-251-01	SEC 241	05/20/08	958
252	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-252-01	SEC 241	05/20/08	975
253	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-253-01	SEC 241	05/20/08	992
254	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-254-01	SEC 241	05/20/08	1009
255	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-255-01	SEC 241	05/20/08	1026
256	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-256-01	SEC 241	05/20/08	1043
257	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-257-01	SEC 241	05/20/08	1060
258	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-258-01	SEC 241	05/20/08	1077
259	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-259-01	SEC 241	05/20/08	1094
260	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-260-01	SEC 241	05/20/08	1111
261	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-261-01	SEC 241	05/20/08	1128
262	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-262-01	SEC 241	05/20/08	1145
263	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-263-01	SEC 241	05/20/08	1162
264	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-264-01	SEC 241	05/20/08	1179
265	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-265-01	SEC 241	05/20/08	1196
266	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-266-01	SEC 241	05/20/08	1213
267	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-267-01	SEC 241	05/20/08	1230
268	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-268-01	SEC 241	05/20/08	1247
269	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-269-01	SEC 241	05/20/08	1264
270	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-270-01	SEC 241	05/20/08	1281
271	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-271-01	SEC 241	05/20/08	1298
272	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-272-01	SEC 241	05/20/08	1315
273	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-273-01	SEC 241	05/20/08	1332
274	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-274-01	SEC 241	05/20/08	1349
275	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-275-01	SEC 241	05/20/08	1366
276	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-276-01	SEC 241	05/20/08	1383
277	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-277-01	SEC 241	05/20/08	1400
278	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-278-01	SEC 241	05/20/08	1417
279	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-279-01	SEC 241	05/20/08	1434
280	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-280-01	SEC 241	05/20/08	1451
281	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-281-01	SEC 241	05/20/08	1468
282	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-282-01	SEC 241	05/20/08	1485
283	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-283-01	SEC 241	05/20/08	1502
284	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-284-01	SEC 241	05/20/08	1519
285	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-285-01	SEC 241	05/20/08	1536
286	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-286-01	SEC 241	05/20/08	1553
287	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-287-01	SEC 241	05/20/08	1570
288	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-288-01	SEC 241	05/20/08	1587
289	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-289-01	SEC 241	05/20/08	1604
290	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-290-01	SEC 241	05/20/08	1621
291	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-291-01	SEC 241	05/20/08	1638
292	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-292-01	SEC 241	05/20/08	1655
293	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-293-01	SEC 241	05/20/08	1672
294	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-294-01	SEC 241	05/20/08	1689
295	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-295-01	SEC 241	05/20/08	1706
296	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-296-01	SEC 241	05/20/08	1723
297	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-297-01	SEC 241	05/20/08	1740
298	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-298-01	SEC 241	05/20/08	1757
299	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-299-01	SEC 241	05/20/08	1774
300	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-300-01	SEC 241	05/20/08	1791

SINGLE STREAM-SUPPORTS LISTING

ITEM QTY	DESCRIPTION & TYPE	ASSY	PHASE	RELEASE DATE	WEEKS
301	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-301-01	SEC 241	05/20/08	1808
302	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-302-01	SEC 241	05/20/08	1825
303	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-303-01	SEC 241	05/20/08	1842
304	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-304-01	SEC 241	05/20/08	1859
305	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-305-01	SEC 241	05/20/08	1876
306	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-306-01	SEC 241	05/20/08	1893
307	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-307-01	SEC 241	05/20/08	1910
308	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-308-01	SEC 241	05/20/08	1927
309	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-309-01	SEC 241	05/20/08	1944
310	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-310-01	SEC 241	05/20/08	1961
311	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-311-01	SEC 241	05/20/08	1978
312	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-312-01	SEC 241	05/20/08	1995
313	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-313-01	SEC 241	05/20/08	2012
314	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-314-01	SEC 241	05/20/08	2029
315	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-315-01	SEC 241	05/20/08	2046
316	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-316-01	SEC 241	05/20/08	2063
317	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-317-01	SEC 241	05/20/08	2080
318	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-318-01	SEC 241	05/20/08	2097
319	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-319-01	SEC 241	05/20/08	2114
320	INSTALLATION, TRANSITION FROM EXISTING OCC SCREEN #1 TO CC	3382-320-01	SEC 241	05/20/08	2131

SYSTEM AS BUILT

FIBER & CONTAINER SORT SYSTEM
FCR / CASELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 3382

FCR / CASELLA WASTE INC.
 211 WASHINGTON ST
 HARTFORD, CT 06114-2105
 PHONE: 860/477-3100
 FAX: 860/477-3488

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91902
 PHONE: 619-477-3179
 FAX: 619-477-3488



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NO.	DATE	REVISION
1	05/20/08	ISSUE FOR CONSTRUCTION
2	05/20/08	ISSUE FOR CONSTRUCTION
3	05/20/08	ISSUE FOR CONSTRUCTION
4	05/20/08	ISSUE FOR CONSTRUCTION
5	05/20/08	ISSUE FOR CONSTRUCTION
6	05/20/08	ISSUE FOR CONSTRUCTION
7	05/20/08	ISSUE FOR CONSTRUCTION
8	05/20/08	ISSUE FOR CONSTRUCTION
9	05/20/08	ISSUE FOR CONSTRUCTION
10	05/20/08	ISSUE FOR CONSTRUCTION

SYSTEM AS BUILT

FIBER & CONTAINER SORT SYSTEM
FCR / CASSELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
JOB # 3382

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, CA 91900
 PHONE 619-477-3129 FAX 619-477-3420

MATERIAL RECOVERY FACILITY
 FCR / CASSELLA WASTE INC.
 211 HARTFORD ROAD
 HARTFORD, CT 06114-2100
 PROJECT NO. 3382-101
 DATE 04/27/08

MISCELLANEOUS LISTING - AS BUILT
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ITEM	QTY	DESCRIPTION & TYPE	ASSY	PHASE	RELEASE DATE
310	1	INSTALLATION, BOTTOM PANS C2	3382-310-01	ASST	06/04/08
311	1	INSTALLATION, BOTTOM PANS C3	3382-311-01	ASST	06/04/08
312	1	INSTALLATION, BOTTOM PANS C4	3382-312-01	ASST	06/13/08
313	1	INSTALLATION, BOTTOM PANS C4b	3382-313-01	ASST	06/13/08
314	1	INSTALLATION, BOTTOM PANS C5	3382-314-01	ASST	06/16/08
315	1	INSTALLATION, BOTTOM PANS C6	3382-315-01	ASST	06/16/08
316	1	INSTALLATION, BOTTOM PANS C9	3382-316-01	ASST	06/16/08
317	1	INSTALLATION, BOTTOM PANS C10	3382-317-01	ASST	06/16/08
318	1	INSTALLATION, BOTTOM PANS C12	3382-318-01	ASST	06/16/08
319	1	INSTALLATION, BOTTOM PANS C14	3382-319-01	ASST	06/16/08
320	1	INSTALLATION, BOTTOM PANS C14b	3382-320-01	ASST	06/16/08
321	1	INSTALLATION, BOTTOM PANS C15	3382-321-01	ASST	06/16/08
322	1	INSTALLATION, BOTTOM PANS C16	3382-322-01	ASST	06/17/08
323	1	INSTALLATION, BOTTOM PANS C17	3382-323-01	ASST	06/17/08
324	1	INSTALLATION, BOTTOM PANS C18	3382-324-01	ASST	06/17/08
325	1	INSTALLATION, BOTTOM PANS C19	3382-325-01	ASST	06/17/08
326	1	INSTALLATION, BOTTOM PANS C20	3382-326-01	ASST	06/17/08
327	1	INSTALLATION, BOTTOM PANS C21	3382-327-01	ASST	06/17/08
328	1	INSTALLATION, BOTTOM PANS C23	3382-328-01	ASST	06/17/08
329	1	INSTALLATION, BOTTOM PANS C25	3382-329-01	ASST	06/17/08
330	1	INSTALLATION, BOTTOM PANS EXISTING C56	SEE ITEM 30	ASST	06/16/08
331					
332					
333					
334					
335	1	INSTALLATION, SUPPORT SCREEN BROWSERS	3382-335-01	ASST	06/16/08
336	1	INSTALLATION, GUARD C6	3382-336-01	ASST	06/16/08
337	1	INSTALLATION, GUARD C13B	NOT REQUIRED	ASST	06/16/08
338	1	INSTALLATION, GUARD C56-1809	3382-338-01	ASST	06/16/08
339	1	KIT, BECAL, BE NOT SHOWING	55052	ASST	06/16/08
340	1	1 GALL TOUCH-UP PAINT - SAFETY YELLOW (NOT SHOWN)			
341	1	5 GALL TOUCH-UP PAINT - MARSEIS BAKER GREEN (NOT SHOWN)			
342	1	ADDITIONAL MATERIAL FOR JOB #3382			
343	1	BRACKET, SUPPORT	49502	ASST	
344	4	BRACKET, SUPPORT	495019	ASST	

PROJECT # 3382 - FCR/CASSELLA WASTE INC.
HARTFORD - CONNECTICUT - USA
06/12/08
SINGLE STREAM-MISCELLANEOUS LISTING

PROJECT # 3382A - FCR/CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 09/23/08

PUNCHLIST ITEMS - PER PUNCHLIST DOCUMENTS DATED 8/26/08 & 8/26/08

ITEM	QTY	DESCRIPTION	REV	DATE	BY
401	1	FLOW MATEL FIELD FIT. USE AS WEAR	3382-401-01	09/08/08	---
402	1	FLOW GUIDES FIELD FIT. USE AS WEAR	3382-402-01	09/08/08	---
403	1	INSTALLATION FLOW GUIDES FROM C36 TO MESSSCREEN #7	PUNCHLIST ITEM #51	3382-403-01	09/08/08
404	1	INSTALLATION FLOW GUIDES FROM C38 TO MESSSCREEN #11	PUNCHLIST ITEM #52	3382-404-01	09/08/08
405	1	INSTALLATION FLOW GUIDES FROM C36 TO MESSSCREEN #17	PUNCHLIST ITEM #53	3382-405-01	09/08/08
406	1	INSTALLATION TRANSITION C36 TO C26	PUNCHLIST ITEM #54	3382-406-01	09/08/08
407	1	INSTALLATION TRANSITION C36 TO C26	PUNCHLIST ITEM #55	3382-407-01	09/08/08
408	1	INSTALLATION FLOW GUIDES C36 TO C138	PUNCHLIST ITEM #56	3382-408-01	09/08/08
409	1	INSTALLATION TRANSITION C36 TO FIBER LEVEL	PUNCHLIST ITEM #57	3382-409-01	09/08/08
410	1	INSTALLATION FLOW GUIDE EXTENSION C48 TO C54	PUNCHLIST ITEM #58	3382-410-01	09/08/08
411	1	INSTALLATION FLOW GUIDE EXTENSION C48 TO C48	PUNCHLIST ITEM #59	3382-411-01	09/08/08
412	1	INSTALLATION PUNCH PRINT GUARDS (GAS COMPENSATED)	PUNCHLIST ITEM #60	3382-412-01	09/08/08
413	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #61	3382-413-01	09/08/08
414	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #62	3382-414-01	09/08/08
415	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #63	3382-415-01	09/08/08
416	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #64	3382-416-01	09/08/08
417	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #65	3382-417-01	09/08/08
418	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #66	3382-418-01	09/08/08
419	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #67	3382-419-01	09/08/08
420	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #68	3382-420-01	09/08/08
421	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #69	3382-421-01	09/08/08
422	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #70	3382-422-01	09/08/08
423	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #71	3382-423-01	09/08/08
424	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #72	3382-424-01	09/08/08
425	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #73	3382-425-01	09/08/08
426	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #74	3382-426-01	09/08/08
427	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #75	3382-427-01	09/08/08
428	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #76	3382-428-01	09/08/08
429	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #77	3382-429-01	09/08/08
430	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #78	3382-430-01	09/08/08
431	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #79	3382-431-01	09/08/08
432	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #80	3382-432-01	09/08/08
433	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #81	3382-433-01	09/08/08
434	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #82	3382-434-01	09/08/08
435	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #83	3382-435-01	09/08/08
436	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #84	3382-436-01	09/08/08
437	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #85	3382-437-01	09/08/08
438	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #86	3382-438-01	09/08/08
439	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #87	3382-439-01	09/08/08
440	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #88	3382-440-01	09/08/08
441	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #89	3382-441-01	09/08/08
442	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #90	3382-442-01	09/08/08
443	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #91	3382-443-01	09/08/08
444	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #92	3382-444-01	09/08/08
445	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #93	3382-445-01	09/08/08
446	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #94	3382-446-01	09/08/08
447	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #95	3382-447-01	09/08/08
448	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #96	3382-448-01	09/08/08
449	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #97	3382-449-01	09/08/08
450	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #98	3382-450-01	09/08/08
451	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #99	3382-451-01	09/08/08
452	1	INSTALLATION TRANSITION C36 TO C27	PUNCHLIST ITEM #100	3382-452-01	09/08/08

PUNCH LIST-COMplete 9/23/08

PROJECT # 3382A - FCR/CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA
 09/23/08
 ADDED RIGID PLASTIC TRANSFER CONVEYOR

SINGLE STREAM LINE MAIN EQUIPMENT LISTING
 SINGLE STREAM STEEL PACKAGE LISTING

ITEM	QTY	DESCRIPTION & UNIT	REV	DATE	BY
453	1	RIGID PLASTIC TRANSFER CONVEYOR - 20' X 8'	1	09/23/08	---

SEE JOB 1809 FOR ORIGINAL JOB COMINGLED & FIBER SORT LINES

SYSTEM AS BUILT

FIBER & CONTAINER SORT SYSTEM
 FCR / CASELLA WASTE INC.
 HARTFORD - CONNECTICUT - USA

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MISCELLANEOUS LISTING - AS BUILT
 FCR / CASELLA WASTE INC.
 DATE: 09/23/08
 SHEET: 5 OF 5
 DRAWING NO: 3382A100_BLM

CP MANUFACTURING INC.
 1300 WILSON AVENUE - NATIONAL CITY, GA 31950
 PHONE 819-477-3175 FAX: 819-477-3428

NO.	REVISION	DATE	BY
1	AS BUILT	09/23/08	---



OPERATION AND MAINTENANCE & SAFETY MANUAL
ATTACHMENT 3
TRAFFIC STUDY
DMJM Harris
October, 2005

DMJM ■ HARRIS
333 Ludlow Avenue
Stamford, CT 06902
August 23, 2002



**Traffic Study for the Consolidation of Both the
Commingled Container and Paper Operations at
211 Murphy Road, Hartford, CT**

CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 Constitution Plaza - 17th Floor
Hartford, CT 06103-1702



Connecticut Resources Recovery Authority
Mid-Connecticut Recycling Facility
Traffic Report

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1.0 INTRODUCTION

1.1 Background

The Connecticut Resources Recovery Authority (CRRRA) Hartford Recycling Facility is located at 123 and 211 Murphy Road in Hartford, Connecticut. The site location is depicted in Figure 1. CRRRA currently processes recyclable materials at both buildings: paper at 123 Murphy Road and commingled containers at 211 Murphy Road. In the future, CRRRA will consolidate both the paper and commingled container processing operations onto the site located at 211 Murphy Road.

The site at 211 Murphy Road is approximately 7.5 acres and consists of a Mixed Recyclables Facility, a Visitor Center, two weigh scales, a railroad siding, parking lots and additional infrastructure to support the facility. The immediate vicinity of the CRRRA facility consists of light and heavy industry buildings. Brainard Field Airport bounds the surrounding outlying area.

1.2 Overview

DJMM+HARRIS was retained by CRRRA to perform a traffic analysis of the traffic internal circulation and the traffic impacts at the two site access intersections identified as Driveways A and B along Murphy Road (see Figure 2, which depicts the site plan). Note that the intersection of Driveway C and Murphy Road is currently used by commercial trucks. The analyses are based on the proposed modification of operations at the CRRRA facility. This modification consists of the consolidation of both the paper and the commingled container processing operations onto the site at 211 Murphy Road. Two alternatives were identified to satisfy the operational changes:

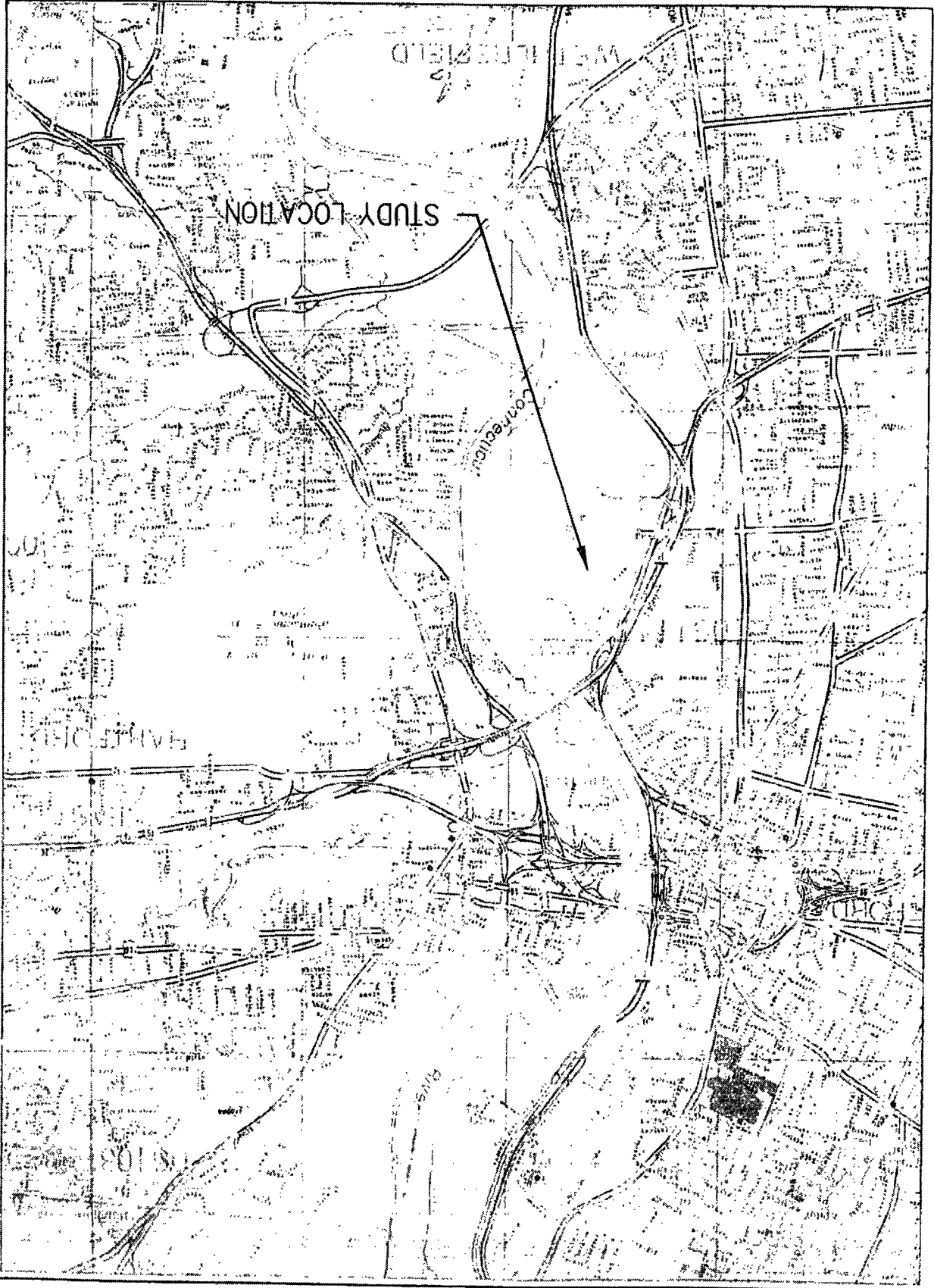
- Alternative #1: Construct a new building at the rear (west side) of the site to handle the paper processing operations
- Alternative #2: Modify the existing commingled processing building to also accommodate the paper processing operations

Under both alternatives, it is expected that all CRRRA trucks will use (enter and exit) Driveway A. Currently, CRRRA trucks use both Driveways A and B.

The focus of the traffic analyses is twofold:

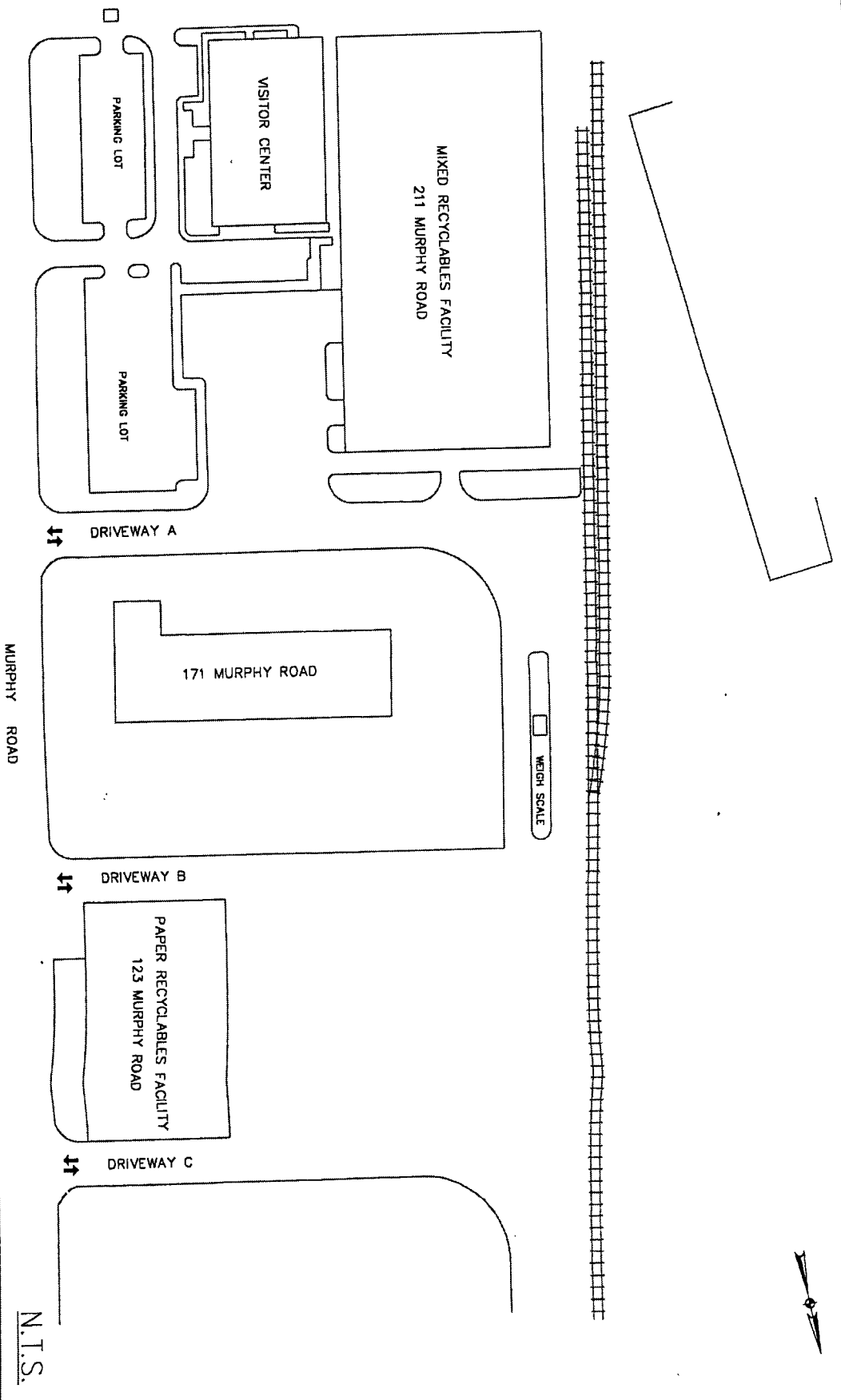
- (1) conducting a capacity analysis of the intersections of Driveways A and B with Murphy Road, during the site peaks, for both the year 2002 existing conditions and the year 2015 proposed conditions;

- (2) performing a queuing analysis of the year 2015 proposed onsite conditions, during the peak hour, for each alternative at each stop along the circulation path of vehicles delivering recyclables to the site. These locations include the weigh scales, the paper processing facility, and the commingled container processing facility.



DMJM HARRIS

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Stamford, CT 06902



CONNECTICUT RESOURCES RECOVERY AUTHORITY
FIGURE 2
SITE PLAN

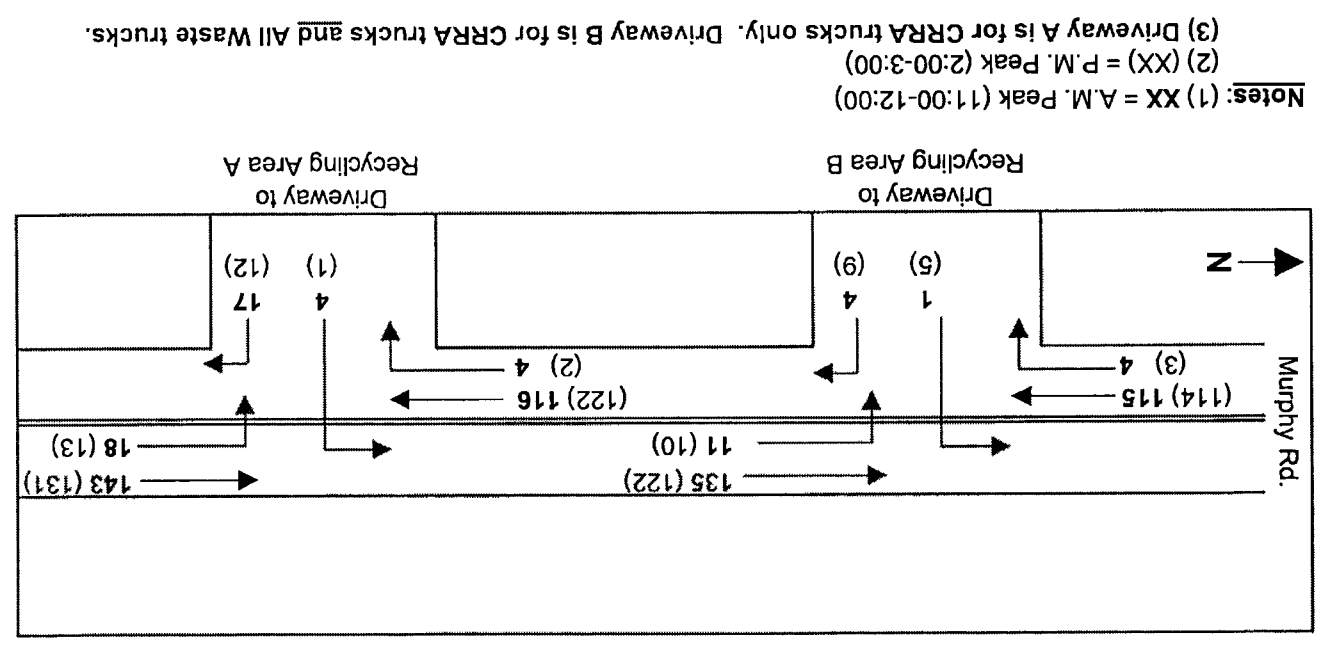


FIGURE 3
CRRA-HARTFORD FEASIBILITY STUDY
2002 EXISTING AM & PM PEAK HOUR VOLUMES (DWYS. A & B/MURPHY RD.)

The format of this traffic report is as follows:

- Section 2 discusses the data collected and used to perform the capacity and queuing analyses
- Section 3 summarizes the capacity analysis of the intersections of Driveways A and B with Murphy Road for the year 2002 existing and year 2015 proposed conditions
- Section 4 summarizes the queuing analysis of the respective stops along the circulation path of user vehicles including the weigh scales, paper processing facility, and commingled container facility for the two alternatives for the year 2015 proposed condition
- Section 5 presents the summary of key findings for the traffic analysis and traffic-related recommendations

2.0 DATA COLLECTION

2.1 Determination of Site Peak Hours and Peak Day

To conduct turning movement counts at the intersections of Driveways A and B with Murphy Road, the site peak hours and peak day were determined based on the CRRA's AutoScale Ticket Listing data. Currently, the CRRA reports, at day's end, data from the AutoScale Ticket Listing which indicates the time-in and time-out of each CRRA truck at the weigh scale and the amount of tonnage (paper or commingled) disposed at either facility. The AutoScale Ticket Listing for the week of June 3, 2002 was provided by CRRA to DMJM+HARRIS. Based on a review of the aforementioned data, it was determined that Monday is the peak day of the week, and the site peak hours are: A.M. (11:00 A.M.-12:00 P.M.) and P.M. (2:00 P.M.-3:00 P.M.).

2.2 Turning Movement Counts and Automatic Traffic Recorder Data

Manual turning movement counts were performed at the intersections of Driveways A and B with Murphy Road to determine the year 2002 existing traffic conditions. The counts were performed at the site from 10:30 A.M.-12:30 P.M. (A.M. peak period) and from 1:30 P.M.-3:30 P.M. (P.M. peak period) on two separate occasions: Monday, August 5, 2002 and Monday, August 19, 2002. For both periods, the counts were collected by vehicle classification: autos and trucks. The average values of the counts collected from both days were used as the year 2002 existing volumes. The year 2002 existing total volume diagram for the Driveway A and B intersections, during the A.M. and P.M. peak hours, are depicted in Figure 3. It should be noted that not all trucks counted entering the site during the peak hour were able to complete their unloading operations within the peak hour. Therefore, these trucks exited the site in the hour following the peak hour. This condition resulted in a different number of trucks entering the site versus exiting the site during the peak hour. During the data collection, it was observed that some southbound trucks, that exited the site at the Driveway A intersection,

encroached on northbound Murphy Road while turning right onto southbound Murphy Road. This presents a traffic safety issue at the intersection of Driveway A and Murphy Road and may be worsened when the Murphy Road traffic volumes are higher in the year 2015.

Simultaneous with the turning movement counts, the existing background traffic on Murphy Road was recorded. Automatic traffic recorders (ATRs) were installed on northbound and southbound Murphy Road recording the respective volumes for a three-day period (Monday, August 5, 2002 to Wednesday, August 7, 2002). The ATR collecting the SB Murphy Road traffic was installed approximately 100 feet north of Driveway C (see Figure 2). The ATR collecting the NB Murphy Road traffic was installed approximately 265 feet south of Driveway A. The ATR-collected data provided a review of the 24-hour traffic volumes on northbound and southbound Murphy Road. A review of the ATR data indicated that there were no significant differences in the magnitude of the traffic volumes experienced during the peak hours of Murphy Road and the peak hours of the site. Therefore, an analysis of the peak hours of the site conditions would essentially be a worst-case analysis and would be appropriate for determining the need for any required onsite or offsite traffic improvements. As a result, manual turning movement counts were not conducted at the Driveway A and B intersections during the peak hours of Murphy Road.

2.3 Autoscale Ticket Listing

The Autoscale Ticket Listing for Monday, August 5, 2002 was provided by CRAA to DMJM+HARRIS. This data was used to ascertain the number of CRAA trucks entering and exiting the site from Driveways A and B and the type of delivery (paper, commingled or both). From this data, the number of CRAA trucks entering and exiting the site was identified from the total volume diagram (see Figure 3) for the A.M. and P.M. peak hours. Note that the distribution of CRAA trucks entering or exiting Driveways A and B cannot be determined from CRAA's ticket listing. However, it is assumed that Driveway A is for CRAA trucks only and Driveway B is for CRAA trucks and commercial (i.e., All Waste) trucks. Based on the aforementioned ticket listing, during the A.M. peak hour (11:00 A.M.-12:00 P.M.), there were 20 CRAA trucks entering and 16 CRAA trucks exiting the site. During the P.M. peak hour (2:00 P.M.-3:00 P.M.), there were 16 CRAA trucks entering and 12 CRAA trucks exiting the site. These numbers are depicted in Figure 4. Note that the exit volumes are lower than the entry volumes for both peak hours, due to the fact that some CRAA trucks entered the site during the peak hour and exited the site after the peak hour.

As indicated earlier, it was proposed that the CRAA trucks, in the future, will use Driveway A only. Based on the proposed conditions, the CRAA trucks entering and exiting Driveway B will then be shifted to Driveway A. In this study, the applicable Driveway B volumes in Figure 4 were added to the respective volume movements in Driveway A. The year 2002 existing CRAA truck volumes with the proposed conditions are depicted in Figure 5.

3.0 CAPACITY ANALYSIS

3.1 Year 2002 Existing Conditions and Year 2015 Proposed Conditions

To project the year 2015 total volumes for the Driveway A and B intersections, the following assumptions were made:

- Murphy Road traffic is expected to grow at 1% per annum from 2002 to 2015. This growth rate was provided by the City of Hartford Traffic Engineer.
- CRRA truck traffic is expected to grow at 1% per annum from 2002 to 2015
- Driveway B traffic is expected to grow at 1% per annum from 2002 to 2015

The growth rate for the CRRA truck traffic was then applied to the year 2002 CRRA truck volumes in Figure 5 to obtain the year 2015 proposed CRRA truck volumes at Driveway A. The year 2015 CRRA truck volume diagram for the A.M. and P.M. site peak hours is depicted in Figure 6.

The growth rates for the remaining traffic above were then applied to the year 2002 existing volumes in Figure 3 to obtain the year 2015 proposed total volumes at Driveways A and B. The year 2015 total volume diagram for the A.M. and P.M. site peak hours is depicted in Figure 7.

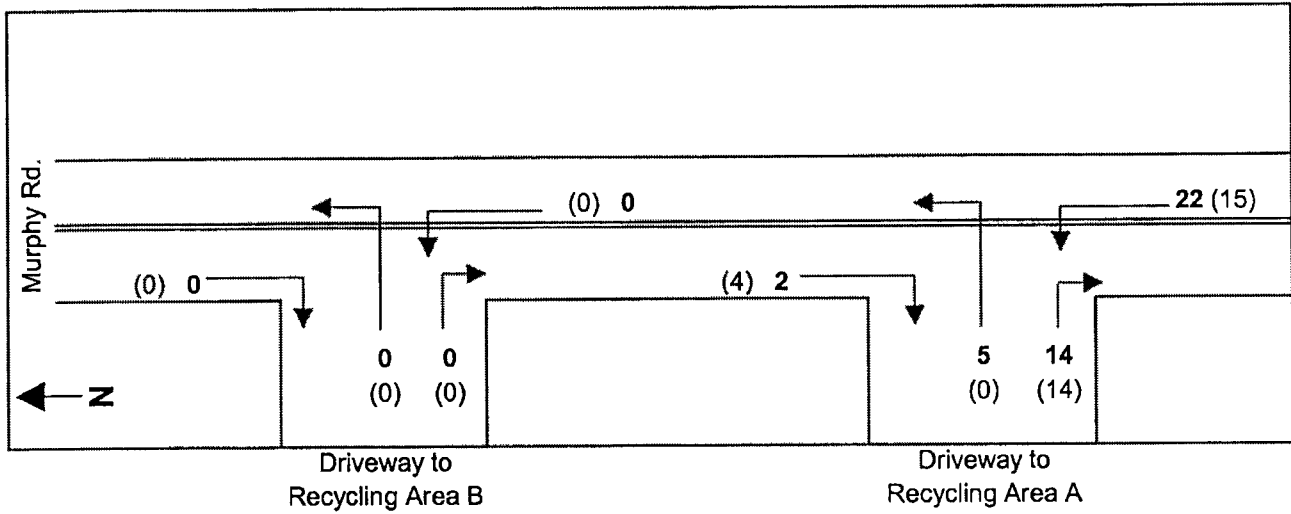
3.2 Highway Capacity Software (HCS) Analysis

Levels of service (LOS) calculations were performed for the A.M. and P.M. site peak hours at Driveways A and B. These calculations were based on both the year 2002 existing conditions and year 2015 proposed conditions, depicted in Figures 3 and 7, respectively. The capacity analyses were conducted using the methodology specified in the *Highway Capacity Manual 2000, Transportation Research Board*. Calculations were conducted using *HCS 2000, version 4.1*, which was developed by the Transportation Research Center of the University of Florida ("McTrans").

Driveways A and B currently operate as de-facto two-way stop-controlled intersections since there are no stop signs at either driveway. Therefore, both driveways were analyzed as unsignalized intersections using HCS. For unsignalized intersections, the LOS is determined by the computed or measured control delay for each minor movement. LOS for unsignalized intersections which ranges from A (the best) to F (the worst) is defined by the control delay per vehicle as follows:

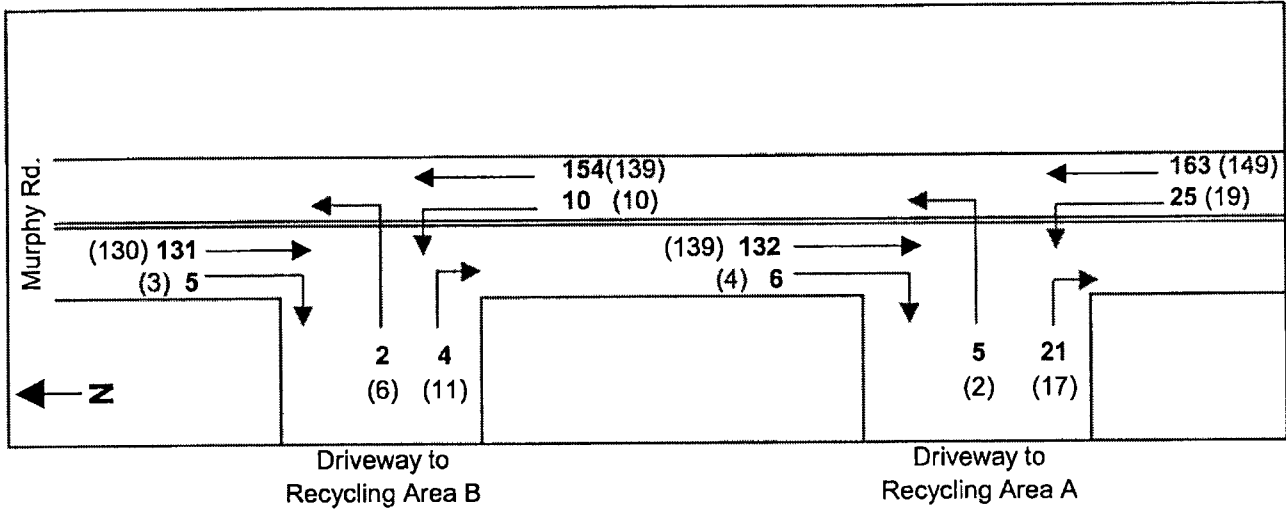
- LOS A ranges from 0 seconds to 10.0 seconds
- LOS B ranges from 10.1 seconds to 15.0 seconds
- LOS C ranges from 15.1 seconds to 25.0 seconds
- LOS D ranges from 25.1 seconds to 35.0 seconds
- LOS E ranges from 35.1 seconds to 50.0 seconds
- LOS F consists of delays more than 50.1 seconds

FIGURE 6
CRRA-HARTFORD FEASIBILITY STUDY
2015 AM & PM PEAK HOUR CRRA TRUCK VOLUMES
WITH PROPOSED CONDITIONS



- Notes:** (1) XX = A.M. Peak (11:00-12:00)
 (2) (XX) = P.M. Peak (2:00-3:00)
 (3) CRRA trucks use Driveway A only.
 (4) Assume CRRA truck traffic to grow at 1% from 2002 to 2015.

FIGURE 7
CRRA-HARTFORD FEASIBILITY STUDY
2015 AM & PM PEAK HOUR VOLUMES
WITH PROPOSED CONDITIONS



- Notes:** (1) **XX** = A.M. Peak (11:00-12:00)
(2) **(XX)** = P.M. Peak (2:00-3:00)
(3) Assume Murphy Rd. traffic to grow at 1% from 2002 to 2015.
(4) Assume Driveway B traffic to grow at 1% from 2002 to 2015.

The detailed intersection and approach LOS, during the A.M. and P.M. peak hours, for Driveways A and B, under the year 2002 existing and year 2015 proposed conditions, are provided in Tables 1 and 2, respectively.

4.0 QUEUING ANALYSIS

As indicated earlier, the proposed modification of CRRA operations comprises two alternatives:

- Alternative #1: Construct a new building at the rear (west side) of the site to handle the paper processing operations
- Alternative #2: Modify the existing commingled processing building to also accommodate the paper processing operations

For each alternative, the anticipated routes of internal circulation traversed by CRRA trucks are defined for each delivery type: paper only, commingled only, and both commodities (paper and commingled). It is important to note that for each alternative, the CRRA trucks will utilize the existing weigh scales prior to commodity unloading of either the paper recyclables or the commingled containers. The proposed internal circulation routes for Alternative #1 are depicted in Figure 8. The proposed internal circulation routes for Alternative #2 are depicted in Figure 9. Note that both figures depict the circulation patterns entering/exiting the site via Driveway A.

Based on discussions with CRRA personnel, it was determined that the average processing time for a CRRA truck at either weigh scale, prior to commodity unloading, is approximately one minute. Also, the average process time for a CRRA truck at the current paper processing facility or commingled container processing facility is approximately five minutes. On occasion, a CRRA trucker parks elsewhere after commodity unloading for about five minutes to prepare the truck for subsequent tipping operations and/or exiting the site (ex. adjust internal locking mechanisms). In addition, there are currently two loading bays, which can accommodate two WB-40 trucks simultaneously or one WB-60 truck at a time, at both the paper processing facility and the commingled container facility. A review of the AutoScale Ticket Listing data revealed that an average of two WB-60 trucks enter the site during the A.M. and P.M. peak hours.

Note that the queuing analysis for this study was analyzed for the future conditions for the A.M. peak hour (11:00 A.M.-12:00 P.M.), which is the site peak hour of the day. This analysis focused on three site locations: the weigh scales, the paper processing facility, and the commingled container processing facility. Based on Figure 6, it is expected that 24 CRRA trucks would enter Driveway A in the year 2015. The distribution of this total, by delivery type, was based on the AutoScale Ticket Listing on August 5, 2002. Among the 24 CRRA trucks expected to enter the site, 15 will carry both commodities (paper and commingled), six will carry paper only, and three will carry commingled containers only.

Given the average weighing time, commodity process time, and the expected distribution of delivery types, the average queue length and waiting time at each stop within the site

TABLE 1
CRRA-Hartford Feasibility Study
Unsignalized Intersection Summary (Two-Way Stop Controlled)
Driveway A/Murphy Road

Site Peak	Approach	2002 EXISTING			2015 PROPOSED		
		V/C Ratio	Delay (sec/veh)	LOS	V/C Ratio	Delay (sec/veh)	LOS
A.M. (11:00-12:00)	EB						
	LR	0.03	10.6	B	0.04	10.9	B
	NB						
	LT	0.02	8.5	A	0.03	8.6	A
	SB						
	TR	-	-	-	-	-	-
	Intersection	-	10.6	B	-	10.9	B

Site Peak	Approach	2002 EXISTING			2015 PROPOSED		
		V/C Ratio	Delay (sec/veh)	LOS	V/C Ratio	Delay (sec/veh)	LOS
P.M. (2:00-3:00)	EB						
	LR	0.02	10.1	B	0.03	10.3	B
	NB						
	LT	0.01	8.4	A	0.02	8.5	A
	SB						
	TR	-	-	-	-	-	-
	Intersection	-	10.1	B	-	10.3	B

NOTES

- (1) *LR* denotes left and right turns.
- (2) *LT* denotes left turns and thrus.
- (3) *TR* denotes thru and right turns.
- (4) For the SB approach, there is no level-of-service since there are no vehicular conflicts.

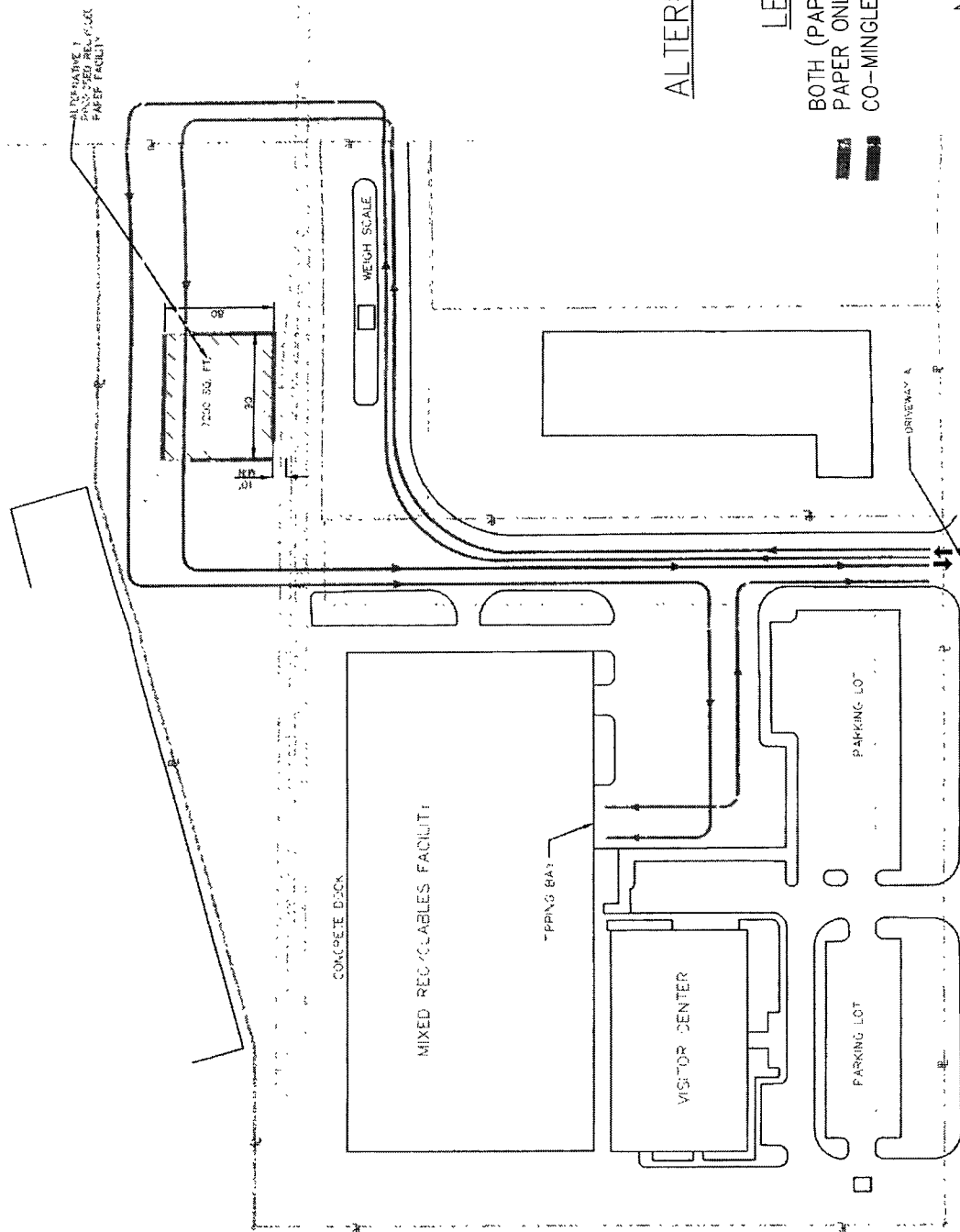
TABLE 2
CRRA-Hartford Feasibility Study
Unsignalized Intersection Summary (Two-Way Stop Controlled)
Driveway B/Murphy Road

Site Peak	Approach	2002 EXISTING			2015 PROPOSED		
		V/C Ratio	Delay (sec/veh)	LOS	V/C Ratio	Delay (sec/veh)	LOS
A.M. (11:00-12:00)	EB						
	<i>LR</i>	0.01	9.9	A	0.01	10.5	B
	NB						
	<i>LT</i>	0.01	8.5	A	0.01	8.6	A
	SB						
	<i>TR</i>	-	-	-	-	-	-
	Intersection	-	9.9	A	-	10.5	B

Site Peak	Approach	2002 EXISTING			2015 PROPOSED		
		V/C Ratio	Delay (sec/veh)	LOS	V/C Ratio	Delay (sec/veh)	LOS
P.M. (2:00-3:00)	EB						
	<i>LR</i>	0.02	10.6	B	0.03	10.8	B
	NB						
	<i>LT</i>	0.01	8.1	A	0.01	8.2	A
	SB						
	<i>TR</i>	-	-	-	-	-	-
	Intersection	-	10.6	B	-	10.8	B

NOTES

- (1) *LR* denotes left and right turns.
- (2) *LT* denotes left turns and thru.
- (3) *TR* denotes thru and right turns.
- (4) For the SB approach, there is no level-of-service since there are no vehicular conflicts.

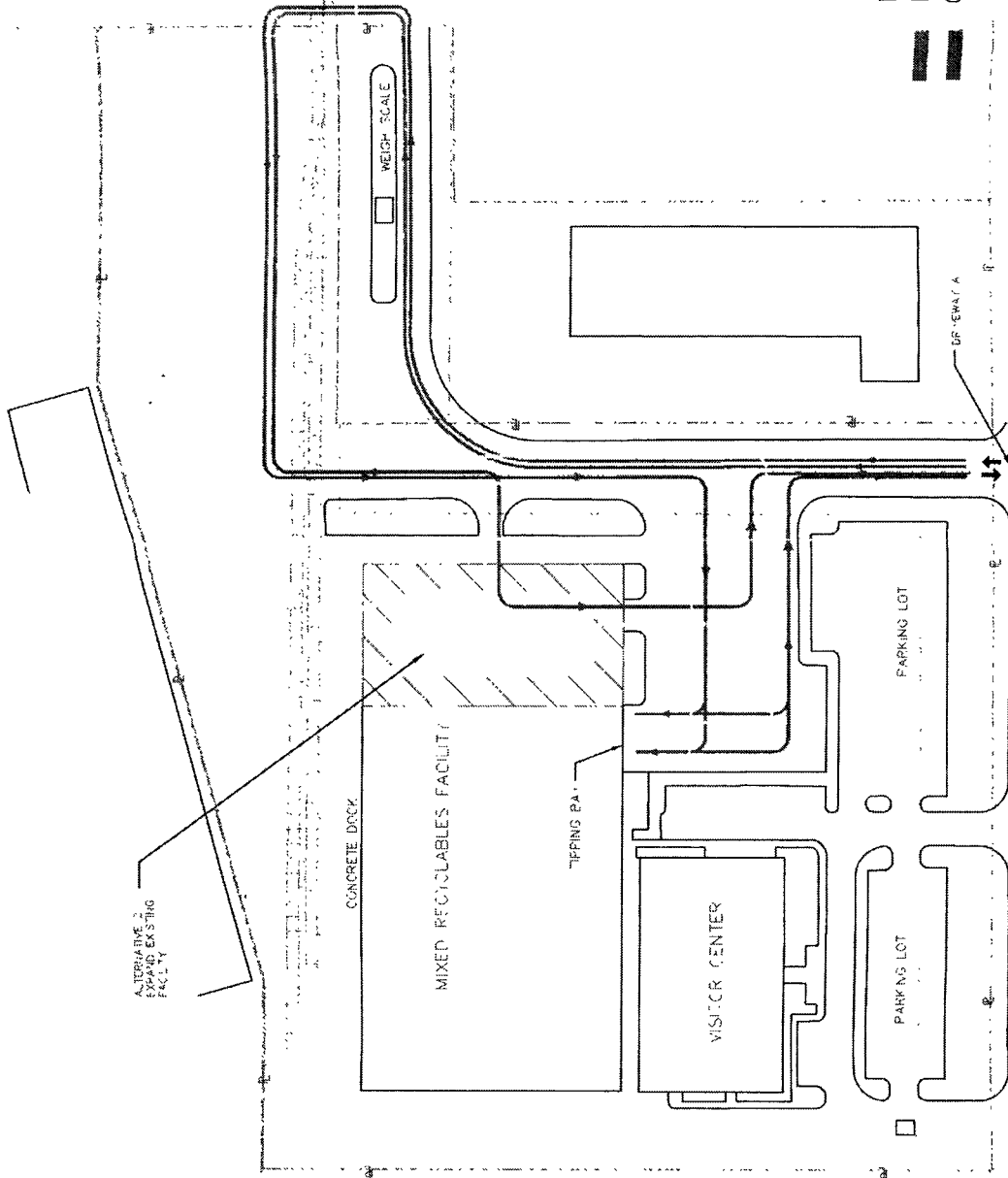


ALTERNATIVE #1

LEGEND
 BOTH (PAPER & CO-MINGLED)
 PAPER ONLY
 CO-MINGLED ONLY

N.T.S.

FIGURE 8
 CONNECTICUT RESOURCES RECOVERY AUTHORITY
 INTERNAL CIRCULATION



ALTERNATIVE #2

LEGEND

- BOTH (PAPER & CO-MINGLED)
- PAPER ONLY
- CO-MINGLED ONLY

N.T.S.

MURPHY ROAD

FIGURE 9
 CONNECTICUT RESOURCES RECOVERY AUTHORITY
 INTERNAL CIRCULATION

was computed for various scenarios (number of lanes unloading/loading). For this study, the average queue length for various numbers (one and two) of lanes was calculated for the paper processing facility and the commingled container processing facility. The CRRA weigh scales queuing analysis is summarized in Table 3. The CRRA paper processing facility queuing analysis is summarized in Table 4. The CRRA commingled container processing facility queuing analysis is summarized in Table 5. Note that Tables 3 through 5 can be applied to both development alternatives.

5.0 FINDINGS AND RECOMMENDATIONS

5.1 Summary of Key Findings

Results of the capacity and queuing analyses for this traffic report are summarized as follows:

- During the A.M. and P.M. site peak hours, the existing Murphy Road traffic at the Driveway A and B intersections is not adversely impacted by the turning movements of CRRA or commercial trucks. The intersection level of service at Driveways A and B, during the A.M. and P.M. peak hours, is B or better.
- For the proposed modification of CRRA operations, the year 2015 Murphy Road traffic is not expected to be adversely impacted by the turning movements of CRRA trucks at the Driveway A intersection or commercial trucks at the Driveway B intersection. The expected intersection level of service at Driveways A and B, during the A.M. and P.M. peak hours, is B or better.
- No queuing problems are expected for the CRRA trucks destined for the weigh scales in the year 2015.
- For the proposed paper processing facility that utilizes one lane, the capacity would not be sufficient to accommodate the future demand in the year 2015. For the existing commingled container processing facility that utilizes two lanes, the capacity would be sufficient to accommodate the future demand in the year 2015. Note that the average processing time for each truck at either facility is five minutes for this analysis. This suggests that to preclude truck queuing on the site, the number of trucks allowed to unload at one time should be increased.
- Paper processing facility
 - For the operational condition in which two trucks are unloading simultaneously, the average queue length is approximately six trucks of about 360 feet of queue storage.
- Commingled container processing facility
 - For the operational condition in which two trucks are unloading simultaneously, the average queue length is approximately two trucks of about 120 feet of queue storage.

TABLE 3
CRRRA Scales Queuing Analysis
2015 Proposed Conditions

Hourly Truck Volume 39 veh/hr
Average Service Rate 60 veh/hr

Scales Facility		
Number of Lanes for Unloading	1	2
Capacity	60	120
Average Queue Length (Veh.)	1.2	0.1
Average waiting time (min.)*	1.9	0.1

Notes:

1. The average queue length and average waiting time are calculated using the queuing formulas provided in Transportation and Traffic Engineering Handbook.
 2. The service rate for each unloading lane is assumed to be identical.
- * Time spent in queue.

- Modifications to the current lane geometrics of Murphy Road at the Driveway A intersection are not warranted. The only recommended traffic improvement is the suggested increase of the curb radii at the Driveway A intersection.
- A traffic signal is not warranted at the Driveway A intersection.
- **Alternative #1** provides substantial standing area for the trucks destined for the commingled unloading bays. These trucks could potentially stand either in front of the commingled container processing facility (where a length of approximately 90 feet is available) or parallel to the north side, facing east, of the facility (where a length of approximately 210 feet is available). For this alternative, a truck waiting lane (12 feet wide) should be provided alongside eastbound Driveway A and north of the commingled facility.
- **Alternative #2** presents potential vehicular conflicts between the outbound trucks from the paper processing facility and the trucks destined for the unloading bays of the commingled container processing facility. In the year 2015, it is expected that 21 trucks will exit the paper facility and 18 trucks will enter the commingled facility. With two loading bays that are occupied at the commingled container facility, there is no storage area for queued trucks alongside east (in front) of the facility which will interfere with the outbound trucks from the paper processing facility. As indicated previously, the average queue length for the commingled facility is two trucks. With the proposed entrance of the paper facility at the north side of the building, there is no adequate storage lane for two trucks alongside north of the facility. Instead, these trucks would have to wait on the west side of the railroad tracks, where six other trucks would wait for the paper facility with two loading bays (as indicated previously). To mitigate this condition, truck waiting lanes (12 feet wide) should be provided at the west side of the railroad tracks for the waiting vehicles. Also, a form of communication should be established between the drivers at the rear of the site and personnel at the commingled loading bays, since the drivers cannot ascertain from their position when to proceed to the commingled loading bays.

5.2 Recommendations

Traffic-related recommendations are summarized as follows:

- For the year 2015 proposed conditions, it is feasible that two loading bays be provided for the paper processing facility. As indicated previously, the demand exceeds the capacity if only one truck unloads at a time.
- Remove the existing STOP sign located on the northeast side of the existing commingled facility facing eastbound traffic as it is in poor condition. Install a new STOP sign at this location.
- Install a STOP sign on the right side of the Driveway A intersection facing eastbound traffic exiting the driveway.

TRAFFIC REPORT

- Change the turning radii of the Driveway A intersection from 20 feet to 45 feet to facilitate right turns by the WB-60 trucks on southbound Murphy Road without encroaching the northbound Murphy Road lane.

APPENDIX A

**2002 EXISTING CONDITIONS
(HCS ANALYSIS)**

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: A.M. Site Peak (11:00-12:00)
 Intersection: Driveway A & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2002 (Existing)
 Project ID: CRRR-Hartford Feasibility Study
 East/West Street: Driveway A
 North/South Street: Murphy Rd.
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments						
Major Street: Approach	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	18	143			116	4
Peak-Hour Factor, PHF		0.90	0.90			0.90 0.90
Hourly Flow Rate, HFR		20	158			128 4
Percent Heavy Vehicles		94	--	--		-- --
Median Type	Undivided					
RT Channelized?						
Lanes	0	1		1	0	
Configuration	LT			TR		
Upstream Signal?	No			No		

Minor Street: Approach	Westbound			Eastbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume			4		17	
Peak Hour Factor, PHF				0.90	0.90	
Hourly Flow Rate, HFR				4	18	
Percent Heavy Vehicles				100	92	
Percent Grade (%)		0		0		
Median Storage						
Flared Approach: Exists?	No					
Storage						
RT Channelized?						
Lanes			0		0	
Configuration				LR		

Delay, Queue Length, and Level of Service						
Approach	NB	SB	Westbound			Eastbound
Movement	1	4	7	8	9	10 11 12
Lane Config	LT					LR
v (vph)	20					22
C(m) (vph)	1038					670
v/c	0.02					0.03
95% queue length	0.06					0.10
Control Delay	8.5					10.6
LOS	A					B
Approach Delay						10.6
Approach LOS						B

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: P.M. Site Peak (2:00-3:00)
 Intersection: Driveway A & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2002 (Existing)
 Project ID: CRRA-Hartford Feasibility Study
 East/West Street: Driveway A
 North/South Street: Murphy Rd.
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street: Approach	Northbound				Southbound	
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	13		131		122	2
Peak-Hour Factor, PHF			0.90	0.90		0.90 0.90
Hourly Flow Rate, HFR			14	145		135 2
Percent Heavy Vehicles			85	--	--	-- --
Median Type	Undivided					
RT Channelized?						
Lanes	0	1			1	0
Configuration	LT			TR		
Upstream Signal?	No			No		

Minor Street: Approach	Westbound				Eastbound	
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume			1		12	
Peak Hour Factor, PHF					0.90	0.90
Hourly Flow Rate, HFR					1	13
Percent Heavy Vehicles					0	86
Percent Grade (%)		0			0	
Median Storage						
Flared Approach: Exists?	No					
Storage						
RT Channelized?						
Lanes			0		0	
Configuration				LR		

Delay, Queue Length, and Level of Service

Approach	NB	SB	Westbound			Eastbound	
Movement	1	4	7	8	9	10	11 12
Lane Config	LT						LR
v (vph)	14					14	
C(m) (vph)	1064					726	
v/c	0.01					0.02	
95% queue length	0.04						0.06
Control Delay	8.4						10.1
LOS	A					B	
Approach Delay							10.1
Approach LOS							B

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: A.M. Site Peak (11:00-12:00)
 Intersection: Driveway B & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2002 (Existing)
 Project ID: CRRA-Hartford Feasibility Study
 East/West Street: Driveway B
 North/South Street: Murphy Rd
 Intersection Orientation: NS Study period (hrs): 0.25

		Vehicle Volumes and Adjustments					
Major Street: Approach Movement	Northbound			Southbound			
	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume	11		135		115	4	
Peak-Hour Factor, PHF			0.90	0.90		0.90 0.90	
Hourly Flow Rate, HFR			12	150		127 4	
Percent Heavy Vehicles			93	-- --		-- --	
Median Type	Undivided						
RT Channelized?							
Lanes	0	1			1	0	
Configuration	LT			TR			
Upstream Signal?	No			No			

		Westbound			Eastbound	
Minor Street: Approach Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume			1		4	
Peak Hour Factor, PHF				0.90		0.90
Hourly Flow Rate, HFR				1		4
Percent Heavy Vehicles				100		40
Percent Grade (%)		0		0		
Median Storage						
Flared Approach: Exists?	No					
Storage						
RT Channelized?						
Lanes			0		0	
Configuration				LR		

		Delay, Queue Length, and Level of Service					
Approach Movement	NB	SB	Westbound			Eastbound	
	1	4	7	8	9	10	11 12
Lane Config	LT						LR
v (vph)	12					5	
C(m) (vph)		1043					740
v/c	0.01					0.01	
95% queue length	0.03						0.02
Control Delay	8.5						9.9
LOS	A					A	
Approach Delay							9.9
Approach LOS							A

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: P.M. Site Peak (2:00-3:00)
 Intersection: Driveway B & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2002 (Existing)
 Project ID: CRRA-Hartford Feasibility Study
 East/West Street: Driveway B
 North/South Street: Murphy Rd.
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street: Approach Movement	Northbound						Southbound	
	1		2 3 4		5		6	
	L	T	R	L	T	R		
Volume	10		122				114	3
Peak-Hour Factor, PHF			0.90	0.90				0.90 0.90
Hourly Flow Rate, HFR			11	135				126 3
Percent Heavy Vehicles			62	-- --			-- --	
Median Type	Undivided							
RT Channelized?								
Lanes	0	1				1	0	
Configuration	LT						TR	
Upstream Signal?			No				No	

Minor Street: Approach Movement	Westbound						Eastbound	
	7		8 9 10		11		12	
	L	T	R	L	T	R		
Volume				5			9	
Peak Hour Factor, PHF							0.90	0.90
Hourly Flow Rate, HFR							5	10
Percent Heavy Vehicles							100	80
Percent Grade (%)			0				0	
Median Storage								
Flared Approach: Exists?							No	
Storage								
RT Channelized?								
Lanes					0		0	
Configuration							LR	

Delay, Queue Length, and Level of Service

Approach Movement Lane Config	NB	SB	Westbound			Eastbound		
	1	4	7	8	9	10	11	12
	LT							LR
v (vph)	11					15		
C(m) (vph)	1158					660		
v/c	0.01					0.02		
95% queue length	0.03						0.07	
Control Delay	8.1						10.6	
LOS	A					B		
Approach Delay							10.6	
Approach LOS							B	

APPENDIX B

**2015 PROPOSED CONDITIONS
(HCS ANALYSIS)**

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: P.M. Site Peak (2:00-3:00)
 Intersection: Driveway A & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2015 (Proposed)
 Project ID: CRRA-Hartford Feasibility Study
 East/West Street: Driveway A
 North/South Street: Murphy Rd.
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments						
Major Street: Approach	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	19	149			139	4
Peak-Hour Factor, PHF	0.90	0.90			0.90	0.90
Hourly Flow Rate, HFR	21	165			154	4
Percent Heavy Vehicles	85	--	--		--	--
Median Type	Undivided					
RT Channelized?						
Lanes	0	1		1	0	
Configuration	LT			TR		
Upstream Signal?	No			No		

Minor Street: Approach	Westbound			Eastbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume			2		17	
Peak Hour Factor, PHF				0.90		0.90
Hourly Flow Rate, HFR				2		18
Percent Heavy Vehicles				0		86
Percent Grade (%)	0			0		
Median Storage						
Flared Approach: Exists?	No					
Storage						
RT Channelized?						
Lanes			0		0	
Configuration				LR		

Delay, Queue Length, and Level of Service						
Approach	NB	SB	Westbound			Eastbound
Movement	1	4	7	8	9	10 11 12
Lane Config	LT					LR
v (vph)	21					20
C(m) (vph)	1042					701
v/c	0.02					0.03
95% queue length	0.06					0.09
Control Delay	8.5					10.3
LOS	A					B
Approach Delay						10.3
Approach LOS						B

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: A.M. Site Peak (11:00-12:00)
 Intersection: Driveway B & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2015 (Proposed)
 Project ID: CRRA-Hartford Feasibility Study
 East/West Street: Driveway B
 North/South Street: Murphy Rd
 Intersection Orientation: NS Study period (hrs): 0.25

		Vehicle Volumes and Adjustments					
Major Street: Approach		Northbound			Southbound		
Movement	1	2	3	4	5	6	
	L	T	R	L	T	R	
Volume	10	154			131	5	
Peak-Hour Factor, PHF		0.90	0.90			0.90	0.90
Hourly Flow Rate, HFR		11	171			145	5
Percent Heavy Vehicles		93	--	--		--	--
Median Type	Undivided						
RT Channelized?							
Lanes	0	1			1	0	
Configuration	LT				TR		
Upstream Signal?	No			No			

		Westbound			Eastbound		
Minor Street: Approach		7	8	9	10	11	12
Movement		L	T	R	L	T	R
Volume				2		4	
Peak Hour Factor, PHF					0.90		0.90
Hourly Flow Rate, HFR					2		4
Percent Heavy Vehicles					100		40
Percent Grade (%)			0			0	
Median Storage							
Flared Approach: Exists?	No						
Storage							
RT Channelized?							
Lanes				0		0	
Configuration					LR		

		Delay, Queue Length, and Level of Service						
Approach	NB	SB	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Config	LT						LR	
v (vph)	11						6	
C(m) (vph)	1023						665	
v/c	0.01						0.01	
95% queue length	0.03						0.03	
Control Delay	8.6						10.5	
LOS	A						B	
Approach Delay							10.5	
Approach LOS							B	

TWO-WAY STOP CONTROL SUMMARY

Analyst: B. Suelto
 Agency/Co.: DMJM+HARRIS
 Date Performed: 8/13/02
 Analysis Time Period: P.M. Site Peak (2:00-3:00)
 Intersection: Driveway B & Murphy Rd
 Jurisdiction: Hartford, CT
 Units: U. S. Customary
 Analysis Year: 2015 (Proposed)
 Project ID: CRRA-Hartford Feasibility Study
 East/West Street: Driveway B
 North/South Street: Murphy Rd.
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments						
Major Street: Approach	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	10	139			130	3
Peak-Hour Factor, PHF	0.90	0.90			0.90	0.90
Hourly Flow Rate, HFR	11	154			144	3
Percent Heavy Vehicles	62	--	--		--	--
Median Type	Undivided					
RT Channelized?						
Lanes	0	1		1	0	
Configuration	LT				TR	
Upstream Signal?	No				No	

Minor Street: Approach	Westbound			Eastbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume			6		11	
Peak Hour Factor, PHF				0.90		0.90
Hourly Flow Rate, HFR				6		12
Percent Heavy Vehicles				100		80
Percent Grade (%)		0		0		
Median Storage						
Flared Approach: Exists?	No					
Storage						
RT Channelized?						
Lanes			0		0	
Configuration				LR		

Delay, Queue Length, and Level of Service						
Approach	NB	SB	Westbound			Eastbound
Movement	1	4	7	8	9	10 11 12
Lane Config	LT					LR
v (vph)	11					18
C(m) (vph)	1138					637
v/c	0.01					0.03
95% queue length	0.03					0.09
Control Delay	8.2					10.8
LOS	A					B
Approach Delay						10.8
Approach LOS						B

OPERATION AND MAINTENANCE & SAFETY MANUAL

ATTACHMENT 4

EMERGENCY CONTACT TABLE

Table 11.1 Emergency Contact Information

Emergency-Medical, Fire and Police	911
Routine Police Calls, Hartford Police	(860) 527-6300
CTDEEP - Oil and Chemical Spills	(860) 424-3338
CRRA Headquarters	(860) 757-7700

After Hours

CRRA

Tom Gaffey	(860) 757-7759 and 7735 (w);	(860) 922-7048 (c)
Maryanne Bergenty	(860) 757-7761 (w);	(860) 250-1463 (c)
George Carlson	(860) 757-7756 (w);	(860) 729-0081 (c)

RF Operator

Ron Santos	(860) 278-8629 (w);	(860) 729-4350 (c)
Mark Winch	(860) 278-8629 (w);	(860) 306-6802 (c)
RJ Huck		(860) 384-0336 (c)
Joe Milici		(203) 339-0678 (c)

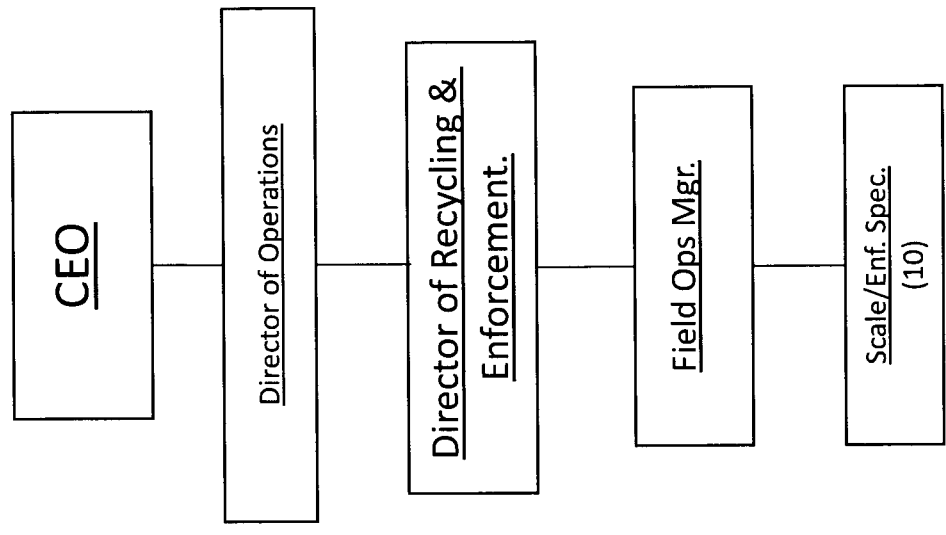
OPERATION AND MAINTENANCE & SAFETY MANUAL

ATTACHMENT 5

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
ORGANIZATIONAL CHART**

Connecticut Resources Recovery Authority Organizational Chart – Recycling and Field Operations

(as of September 2013)



OPERATION AND MAINTENANCE & SAFETY MANUAL

ATTACHMENT 6

RF OPERATOR ORGANIZATIONAL CHART

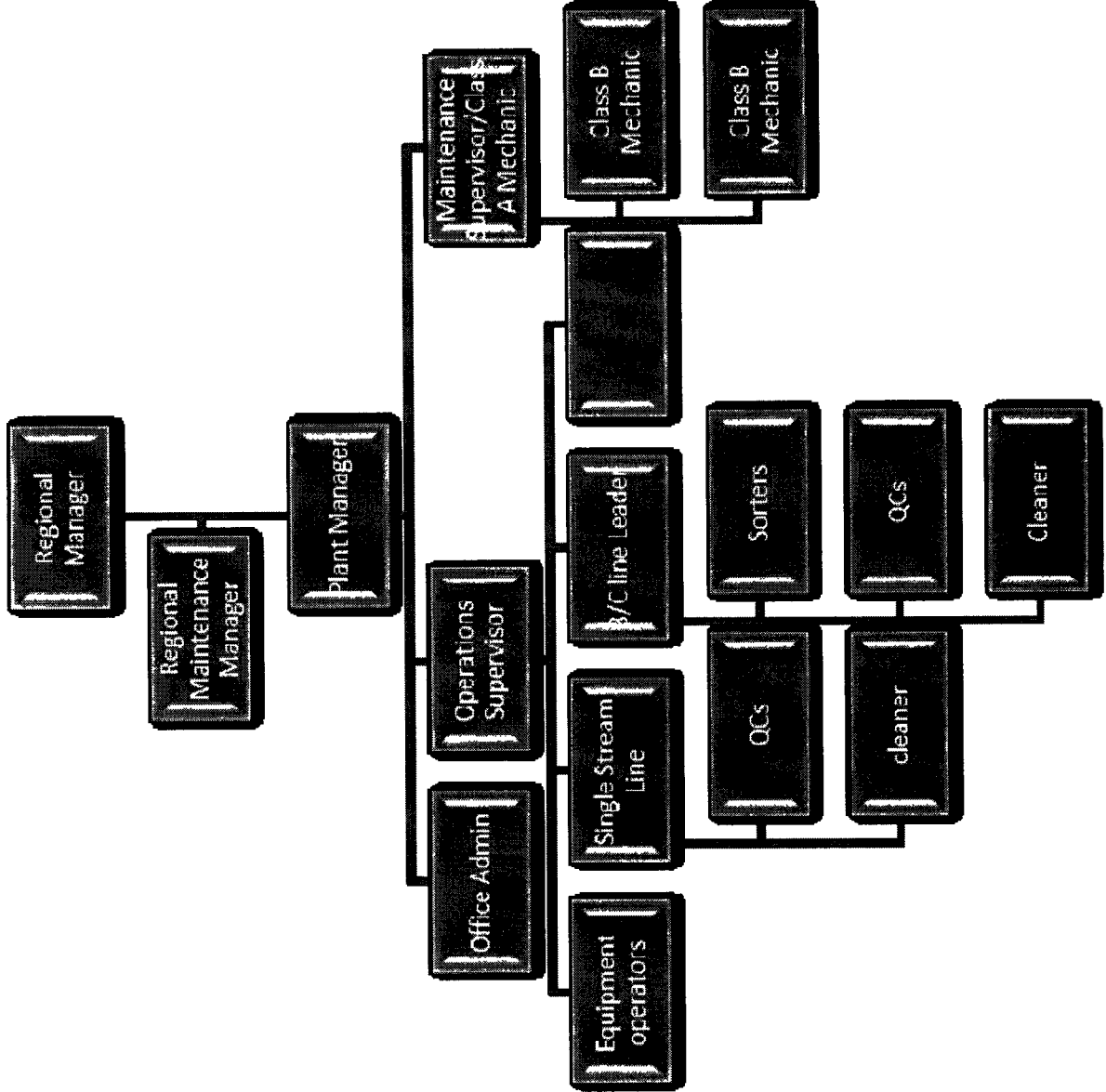


EXHIBIT O

CRRA CUSTOMERS

EXHIBIT O: CRRRA CUSTOMERS

Contained herein this Exhibit O is the list of CRRRA Customers as per the terms of Article 2.15 of the Agreement.

1. Deliveries via Municipal Service Agreement

<u>Hauler</u>	<u>Town/Origin</u>
ALL WASTE INC	AVON TS
WINTERS BROS. HAULING OF CT LLC	BEACON FALLS
SPRINGERS SANITATION INC	BETHLEHEM
SPRINGERS SANITATION INC	BETHLEHEM TS
ALL AMERICAN WASTE LLC	BLOOMFIELD
WELSH SANITATION SERVICE -dba	CANAAN TS
ALL WASTE INC	CANTON TS
CLINTON TOWN OF	CLINTON TS
USA HAULING AND RECYCLING INC	COLEBROOK
PAINES INC	CORNWALL TS
DEEP RIVER TOWN OF	DEEP RIVER TS
PAINES INC	EAST GRANBY
PAINES INC	EAST GRANBY TS
ALL AMERICAN WASTE LLC	ELLINGTON
P & J TRUCKING INC	ESSEX TS
WASTE MATERIAL TRUCKING CO INC	FARMINGTON
GLASTONBURY TOWN OF	GLASTONBURY
ALL WASTE INC	GLASTONBURY TS
GLASTONBURY TOWN OF	GLASTONBURY TS
PAINES INC	GRANBY
PAINES INC	GRANBY TS
ALL WASTE INC	HADDAM
ALL WASTE INC	HADDAM TS
HARTFORD CITY OF	HARTFORD
KILLINGWORTH TOWN OF	KILLINGWORTH TS
MARLBOROUGH TOWN OF	MARLBOROUGH TS
ALLIED SANITATION INC	MIDDLEBURY TS
PAINES INC	NORFOLK TS
PAINES INC	NORTH CANAAN TS
OLD SAYBROOK TOWN OF	OLD SAYBROOK TS
SPRINGERS SANITATION INC	OXFORD TS
TRASH-AWAY INC	ROCKY HILL
STONE CONSTRUCTION CO INC THE	ROXBURY TS
REGIONAL REFUSE DISPOSAL	RRDD#1 TS
ALLIED SANITATION INC	THOMASTON
ALLIED SANITATION INC	THOMASTON TS
SOMERS SANITATION SERVICE INC	TORRINGTON
USA HAULING AND RECYCLING INC	TORRINGTON
WATERTOWN TOWN OF	WATERTOWN TS
PAINES INC	WETHERSFIELD
STONE CONSTRUCTION CO INC THE	WOODBURY TS

2. Deliveries via Municipal Service Agreement or Hauler Agreement (With respect to each listed municipality, only those Acceptable Recyclables delivered to the RF by the listed haulers are CSWS Recyclables)

<u>Hauler</u>	<u>Town/Origin</u>
ALL WASTE INC	AVON
PAINES INC	AVON
WINDSOR SANITATION INC	BLOOMFIELD
ALL AMERICAN WASTE LLC	BOLTON
PAINES INC	CANTON
ALL WASTE INC	CHESTER
ALL WASTE INC	CLINTON
HOMETOWN WASTE LLC	CLINTON
JOHNS REFUSE AND RECYCLING LLC	CLINTON
WASTE TECH FAMILY REFUSE LLC	CLINTON
ALL WASTE INC	DEEP RIVER
ALL WASTE INC	EAST HAMPTON
JOHNS REFUSE AND RECYCLING LLC	EAST HARTFORD
ALL AMERICAN WASTE LLC	EAST WINDSOR
ALL WASTE INC	ESSEX
HOMETOWN WASTE LLC	ESSEX
CWPM LLC	FARMINGTON
ALL WASTE INC	GLASTONBURY
SOMERS SANITATION SERVICE INC	GOSHEN
USA HAULING AND RECYCLING INC	GOSHEN
AMERICAN CARTING CO INC	GUILFORD
HOMETOWN WASTE LLC	GUILFORD
JOHNS REFUSE AND RECYCLING LLC	GUILFORD
WASTE TECH FAMILY REFUSE LLC	GUILFORD
PETE S WASTE REMOVAL -dba	HADDAM
ALL WASTE INC	HARTFORD
JOHNS REFUSE AND RECYCLING LLC	HARTFORD
ALBREADA REFUSE & SWEEPING LLC	HARWINTON
BERGERON TRUCKING INC	HARWINTON
SOMERS SANITATION SERVICE INC	HARWINTON
TIDY SERVICES LLC	HARWINTON
USA HAULING AND RECYCLING INC	HARWINTON
ALL WASTE INC	HEBRON
HOMETOWN WASTE LLC	KILLINGWORTH
JOHNS REFUSE AND RECYCLING LLC	KILLINGWORTH
SOMERS SANITATION SERVICE INC	LITCHFIELD
USA HAULING AND RECYCLING INC	LITCHFIELD
HOMETOWN WASTE LLC	MADISON
JOHNS REFUSE AND RECYCLING LLC	MADISON
WASTE TECH FAMILY REFUSE LLC	MADISON
CWPM LLC	MANCHESTER
JOHNS REFUSE AND RECYCLING LLC	MANCHESTER
ALL WASTE INC	MARLBOROUGH
COPE'S RUBBISH REMOVAL INC	MIDDLEBURY
SPRINGERS SANITATION INC	MIDDLEBURY
ALL WASTE INC	MIDDLETOWN
SOMERS SANITATION SERVICE INC	MMR (BABYLON), SUFFIELD CT
USA HAULING AND RECYCLING INC	MMR (BABYLON), SUFFIELD CT
	MMR (NUTMEG), SOUTH
ALL AMERICAN WASTE LLC	WINDSOR CT
	MMR (NUTMEG), SOUTH
SOMERS SANITATION SERVICE INC	WINDSOR CT

USA HAULING AND RECYCLING INC	MMR (NUTMEG), SOUTH WINDSOR CT
SPRINGERS SANITATION INC	NAUGATUCK
USA HAULING AND RECYCLING INC	NAUGATUCK
ALBREADA REFUSE & SWEEPING LLC	NORFOLK
JOHNS REFUSE AND RECYCLING LLC	NORTH BRANFORD
ALL WASTE INC	OLD SAYBROOK
HOMETOWN WASTE LLC	OLD SAYBROOK
JOHNS REFUSE AND RECYCLING LLC	OLD SAYBROOK
VALLEY SHORE WASTE & RECYCLING LLC	OLD SAYBROOK
SPRINGERS SANITATION INC	OXFORD
USA HAULING AND RECYCLING INC	OXFORD
WINTERS BROS. HAULING OF CT LLC	OXFORD
ALL WASTE INC	PORTLAND
ALL WASTE INC	ROCKY HILL
ALBREADA REFUSE & SWEEPING LLC	RRDD#1
BERGERON TRUCKING INC	RRDD#1
MR.CANMAN HAULING & RECYCLING LLC	RRDD#1
PAINES INC	RRDD#1
TIDY SERVICES LLC	RRDD#1
USA HAULING AND RECYCLING INC	RRDD#1
ALL WASTE INC	SIMSBURY
PAINES INC	SIMSBURY
SOMERS SANITATION SERVICE INC	SOMERS
ALL AMERICAN WASTE LLC	SOUTH WINDSOR
ALL AMERICAN WASTE LLC	STAFFORD
SOMERS SANITATION SERVICE INC	STAFFORD
SOMERS SANITATION SERVICE INC	SUFFIELD
ALBREADA REFUSE & SWEEPING LLC	TORRINGTON
PAINES INC	TORRINGTON
ALL ABOUT SERVICE - S&P CARTING INC.	WATERBURY
ALLIED SANITATION INC	WATERBURY
COPE RUBBISH REMOVAL INC	WATERBURY
ALL ABOUT SERVICE - S&P CARTING INC.	WATERTOWN
COPE RUBBISH REMOVAL INC	WATERTOWN
JOE ROCCO RUBBISH REMOVAL LLC	WATERTOWN
TEAM TRASH REMOVAL LLC	WATERTOWN
ALL WASTE INC	WESTBROOK
HOMETOWN WASTE LLC	WESTBROOK
JOHNS REFUSE AND RECYCLING LLC	WESTBROOK
RICH S WASTE REMOVAL -dba	WESTBROOK
COPE RUBBISH REMOVAL INC	WOODBURY
SPRINGERS SANITATION INC	WOODBURY
WINTERS BROS. HAULING OF CT LLC	WOODBURY

3. Deliveries via Hauler Agreement or Other Arrangement

<u>Hauler</u>	<u>Town/Origin</u>
WINDSOR SANITATION INC	FARMINGTON (UCONN)
TRINITY COLLEGE	HARTFORD
TBD	LYME
WASTE MANAGEMENT OF MASS INC	NEW HAMPSHIRE
TBD	OLD LYME
FENWICK BOROUGH OF	OLD SAYBROOK
CHAPMAN ACRES LLC	VERNON