

**CONTRACT**

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**MIRA**

**AGREEMENT  
FOR WASTE TRANSPORTATION  
AND TRANSFER STATION OPERATION  
AND MAINTENANCE SERVICES AT THE  
ESSEX TRANSFER STATION**

**BETWEEN  
MATERIALS INNOVATION AND RECYCLING  
AUTHORITY  
AND  
CWPM, LLC**

# AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES AT THE ESSEX TRANSFER STATION

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This **AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES AT THE ESSEX TRANSFER STATION** (this "Agreement") is made as of this [ 1 ] day of [ July ], 2022 (the "Effective Date"), by and between the **MATERIALS INNOVATION AND RECYCLING 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 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 ("MIRA") and **CWPM, LLC** (the "Contractor"), having a principal place of business at 25 Norton Place, Plainville Connecticut 06062. MIRA and the Contractor are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

## PRELIMINARY STATEMENT

MIRA is the owner or lessee of certain pieces or parcels of real property located throughout the State of Connecticut (collectively, the "Properties") upon which Properties MIRA owns and operates certain solid waste management and/or disposal facilities constituting a solid waste management system known as the Connecticut Solid Waste System (the "CSWS"). One of the facilities that is part of the CSWS is MIRA's Essex Transfer Station (the "Designated Transfer Station"). MIRA now desires to enter into this Agreement with Contractor in order to have Contractor assume the operation, management and maintenance of the Designated Transfer Station, and perform transportation services of the Acceptable Solid Waste, Non-Processible Waste, and Acceptable Recyclables delivered to the Designated Transfer Station.

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, MIRA and Contractor hereby agree as follows:

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 Definitions.

Capitalized terms used in this Agreement and not otherwise defined, shall have the meanings as set forth in Exhibit A of this Agreement.

### 1.2 Construction.

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) The terms defined in this Agreement include the plural as well as the singular, and any gender shall mean all genders or any other gender, as the context may require;

- (c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with "generally accepted accounting principles", and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted as of the Effective Date;
- (e) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to either Party shall include that Party's employees and the authorized agents of that Party;
- (g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time;
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement;
- (i) The Parties hereby 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;
- (j) The Exhibits attached hereto are hereby incorporated into this Agreement and shall be deemed to be a part hereof;
- (k) The words "include" and "including" shall be deemed to be followed by the words "without limitation"; and
- (l) The Parties hereby acknowledge that the Parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the affect that any ambiguities are to be resolved against the drafting Party shall NOT be employed in the interpretation of this Agreement, or any exhibits or amendments hereto.

### **1.3 Covenants and Representations.**

#### **1.3.1 Covenants and Representations of Contractor**

Contractor represents, warrants and covenants to MIRA that:

- (a) Contractor is a corporation duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to

perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor. Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and Applicable Laws that regulate the conduct of Contractor's affairs. The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound. This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

(b) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to perform its obligations hereunder.

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

(d) Contractor is capable of and shall diligently: (1) defend itself against any 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 MIRA 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) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Services to be performed under this Agreement; the configuration of the Designated Transfer Station; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment,

materials, and facilities needed preliminarily and throughout Contractor's performance of the Services; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Services under this Agreement; and other matters which may affect Contractor's performance of the Services under this Agreement. Having made such examinations essential to an understanding of the Services and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to perform the Services hereunder.

(f) At the Commencement Date, Contractor agrees to accept the condition of the Designated Transfer Station in its As Is, Where Is Condition, and Contractor agrees to perform the Services with the foregoing condition of the Designated Transfer Station, with any pre-existing conditions for which Contractor will not be responsible agreed to by the Parties and identified in **Exhibit G**. At the end of the Term, Contractor agrees to turn over the Designated Transfer Station to MIRA in the same condition in as of the Commencement Date, less reasonable wear and tear.

### 1.3.2 Covenants and Representations of MIRA

MIRA represents, warrants and covenants to Contractor that:

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

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

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

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

## ARTICLE 2: SCOPE OF SERVICES.

### 2.1 Contractor's Performance of Services.

#### 2.1.1 Pre-Commencement Activities and Pre-Commencement Inspection.

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

1. preparing an Operations and Maintenance Plan and Safety Manual in accordance with Section 5 of Exhibit B (the "Operations and Maintenance Plan and Safety Manual"); and
2. preparing an equipment plan including a listing of the Contractor's Rolling Stock and detailing the equipment and machinery deemed necessary by Contractor to perform the Services under this Agreement (the "Equipment Plan"), which, once finalized pursuant to the terms of this Agreement, shall be attached hereto as Exhibit D, and obtaining the items listed in the Equipment Plan that Contractor does not already own or otherwise control.

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

No later than thirty (30) calendar days prior to the Commencement Date, MIRA and Contractor shall perform a physical inspection of the Designated Transfer Station to identify pre-existing maintenance and/or repair activities, if any, that Contractor shall not be responsible for performing. Following the Designated Transfer Station physical inspection, items identified as pre-existing maintenance and/or repair activities, if any, shall be put in writing and incorporated into Exhibit G of this Agreement (the "Pre-Existing Condition Inspection Report"). Upon the completion by MIRA 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.

#### 2.1.2 Commencement, Duration and Nature of Services.

At the opening of business on the Commencement Date and continuing throughout the Term, Contractor shall perform the Services under this Agreement for the Designated

Transfer Station. Contractor shall be responsible for the following, with the descriptions in (i), (ii), and (iii) below collectively constituting the "Services":

- (i) the care, custody, and control of the Designated Transfer Station and its real property as detailed in Section 2 of Exhibit B;
- (ii) transportation from the Designated Transfer Station of all Acceptable Solid Waste, Acceptable Recyclables, and Non-Processible Waste received and processed at the Designated Transfer Station to the Facility, and/or the Recycling Facility, or an alternate disposal facility designated by MIRA; and
- (iii) the further responsibilities and services detailed in Exhibit B and hereby made a part hereof.

In its performance of the Services and in any activities reasonably related thereto, the Contractor shall have full risk of loss and damage to any and all equipment owned, leased, or otherwise controlled by the Contractor. In addition, if damage occurs to buildings, fixtures or any personal property constituting a part of the Designated Transfer Station, or to any Third Party's property that cannot be assigned to MIRA or to any Third Party, then Contractor shall have full responsibility, financial and otherwise, for said unassigned damages. Contractor shall not use the Designated Transfer Station or any parts thereof for any purpose other than for its performances of the Services.

### 2.1.3 Labor, Materials and Equipment.

Upon the Commencement Date, Contractor shall furnish all labor, administrative services, the Equipment (and other materials, fuel, supplies, tools and parts), facilities and any other property necessary to perform the Services in accordance with this Agreement and shall be compensated therefore pursuant to the provisions in Section 3.1. Contractor shall provide all personnel necessary to properly perform the Services. All Contractor personnel shall be properly trained, equipped with the requisite safety equipment and licensed to perform the assigned Services. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits and with all rules and regulations of the Designated Transfer Station.

Contractor must own and/or lease, maintain and insure the Equipment at its own expense. Contractor shall operate the items described therein, including the Contractor's Rolling Stock, entirely at the Contractor's own risk and MIRA shall not be responsible or liable for damage to the Equipment, whether on or off the Designated Transfer Station. Contractor agrees to purchase and maintain, at its sole expense, the necessary insurance for the Equipment pursuant to the sections of this Agreement which discuss insurance. Contractor shall be required to name MIRA as an additional insured on the applicable insurance required under the Agreement for all Contractor's Rolling Stock. Contractor shall be financially responsible for all maintenance costs of Contractor's Rolling Stock that Contractor obtains as required under this Section 2.1.3 in accordance with the

standards and requirements of this Agreement. Contractor shall use the Contractor's Rolling Stock exclusively in furtherance of the Services.

Upon the Commencement Date, the Contractor shall assume full risk of loss and damage to the Equipment and Contractor's Rolling Stock Equipment. In addition, if damage occurs to buildings, fixtures, and Equipment, Contractor's Rolling Stock Equipment, any other Contractor equipment, or any third party's property that cannot be assigned to a particular party or actor, then Contractor shall assume the full responsibility, financial and otherwise, for said unassigned damages. Contractor shall not use the Designated Transfer Station or any parts thereof for any purpose other than for the performance of the Services under this Agreement.

#### 2.1.4 Standards for Performance of Services.

Contractor shall perform and complete the Services hereunder in accordance with: (1) all instructions, guidance and directions provided by MIRA to Contractor, which may be provided whenever deemed necessary or desirable by MIRA; (2) the terms and conditions of this Agreement, including all exhibits and attachments hereto; (3) all the terms and conditions of the Procedures as amended from time to time by MIRA at MIRA's sole discretion; (4) its Operations and Maintenance Plan and Safety Manual; (5) good engineering practices and good industry standards applicable to Contractor and its performance of the Services hereunder; (6) the highest level of professionalism, courtesy, and customer service both in its performance of the Services and in its interaction with MIRA's customers hereunder, including minimizing any interference or interruption with MIRA customers; and (7) 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 Properties, MIRA, or Services (the requirements of (1) through (7) being hereinafter referred to collectively as the "Standards"). Contractor shall perform the Services such that the Designated Transfer Station is operated and maintained, and a maximum amount of Acceptable Solid Waste is transported, all in a manner that will maximize the economic benefit to MIRA and the services rendered by MIRA for and on behalf of MIRA's customers.

#### 2.1.5 Contractor Cooperation.

Contractor shall perform all the Services in cooperation with MIRA and all MIRA contractors and/or agents. Such cooperation shall include routine reporting, communications with MIRA and other parties, attendance at coordination meetings, and similar activities. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press or any other media regarding its performance of Services under this Agreement. Contractor shall direct all inquiries from the press or any other media to MIRA.

### 2.1.6 Operation Problem or Shutdown During Services.

To the extent Contractor becomes aware of an Operation Problem or Shutdown during its performance of Services, the Contractor shall immediately advise MIRA by telephone, and immediately thereafter in writing, of such Operation Problem or Shutdown, its effect on Contractor's Services and its probable duration. The Contractor shall use best efforts to resume normal operations of the affected Designated Transfer Station as soon as possible. During an Operation Problem or Shutdown, Contractor shall accept and transport as much of the Acceptable Solid Waste delivered to the affected Designated Transfer Station as possible.

### 2.1.7 Safety During Services.

Throughout its performance of Services, the Contractor shall adhere to its Operations and Maintenance Plan and Safety Manual. In addition to and concurrent with any measures detailed in such Operations and Maintenance Plan and Safety Manual, Contractor shall:

1. provide its equipment operators and personnel working at the Designated Transfer Station with all appropriate protective equipment, apparel, and training in accordance with Applicable Laws;
2. comply with all applicable lock-out and tag-out programs;
3. retain any equipment manufacturers' safety sheets and materials and provide training to appropriate personnel regarding the safe operation of the Equipment;
4. initiate and maintain safety plans and procedures to fully conform with the applicable provisions of Applicable Laws to prevent injury to persons or damage to property on, about, or adjacent to the sites and shall incorporate all such safety precautions, plans, procedures, and programs in a written safety program manual for its workers and subcontractors;
5. take all necessary steps to erect and maintain safeguards for the protection of its workers and subcontractors and the public; and
6. take all steps possible to monitor all work areas and keep them free of health or safety hazards as well as keep all Equipment, wherever located, in safe operating condition.

### 2.1.8 Cooperation With Other MIRA Contractors During Services.

During Contractor's performance of the Services, the Contractor is required to cooperate with and interface with other MIRA contractors. Recognizing Contractor may be performing the Services for less than all the CSWS Transfer Stations, and therefore another contractor may be operating the remaining CSWS Transfer Stations simultaneously, Contractor acknowledges that it will work closely with MIRA and the

other MIRA contractor(s), if applicable, to ensure the smooth operation of the CSWS Transfer Stations. Additionally, Contractor shall cooperate with any MIRA Diversion Contractors, which cooperation shall include to the parking of Contractor's vehicles at the direction of MIRA and the removal of any of Contractor's trailers from the Designated Transfer Station.

#### 2.1.9 Inspections and Enforcement.

All deliveries of Acceptable Solid Waste, Acceptable Recyclables, and Non-Processible Waste to the Designated Transfer Station must conform to the terms of the Procedures. Contractor agrees to operate the Designated Transfer Station in conformance with the Procedures. MIRA shall have the sole responsibility for enforcement activities at the Designated Transfer Station. Contractor shall cooperate with and assist MIRA in those enforcement activities. Contractor and MIRA shall inspect the Acceptable Solid Waste, Acceptable Recyclables, and Non-Processible Waste delivered to the Designated Transfer Station to determine compliance with the delivery standards contained in the Procedures.

Contractor shall use its best efforts to identify all Unacceptable Waste and Unacceptable Recyclables that are delivered to the Designated Transfer Station, and to prevent their entrance into the incoming waste stream. MIRA shall make the final determination on rejection of any loads of waste and recyclables. For Unacceptable Waste and/or Unacceptable Recyclables delivered to the Designated Transfer Station that are rejected by MIRA, the Contractor shall reload the rejected waste and/or Unacceptable Recyclables and have them removed from the Designated Transfer Station. MIRA shall issue a Notice of Violation ("NOV") to all Haulers that deliver Unacceptable Waste and/or recyclables to the Designated Transfer Station on MIRA forms. MIRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements and Hauler Agreements and MIRA shall be able to exercise its enforcement powers against the municipalities and haulers at MIRA's sole and absolute discretion.

#### 2.1.10 Exclusions from Services.

The following items shall be excluded from the Services:

- (a) Scale house telephones and telephone lines at the Designated Transfer Station;
- (b) Operation of the incoming scale inclusive of the scale computer hardware and software,
- (c) Quarterly inspections, testing, calibration and repairs of the scales as required (however, Contractor shall be responsible for cleaning of the incoming scale, including the power washing of the scale and understructure twice a year, scale pit cleaning and maintenance of the pit drainage system, hand shoveling of snow on and around the scale, keeping the scales from freezing, and replacement as needed of the rubber gasket (T-rubber stripping) to prevent intrusion of excessive amounts of debris in the scale pit. Contractor shall also

be responsible for the maintenance, repair, and calibration of the load-out scale inside the Designated Transfer Station);

- (d) Maintenance and repair of the camera surveillance system;
- (e) Maintenance and repair of the access security system;
- (f) Roof repairs and replacement of the Designated Transfer Station (except for any repairs or replacement work of the roof necessitated from negligence of the Contractor);
- (g) The pre-existing environmental contamination of the real property upon which the Designated Transfer Station is located, if any, excepting therefrom any environmental contamination caused by Contractor or its agents during its performance of Services;
- (h) CTDEEP Permits and CTDEEP operating plans required for the operation of the Designated Transfer Station;
- (i) Semi-annual storm water testing; and
- (j) Methane gas wells, methane gas monitors and groundwater monitoring wells.
- (k) Tip floor projects, including both capital projects (e.g., replacement of a section or entire concrete tip floor), and small tip floor repair projects (e.g., application of new sacrificial asphalt layer on top of the concrete tip floor), except that Contractor will be financially responsible for tip floor replacement or repair projects caused by the Contractor or Contractor's negligence.

However, the foregoing exclusions shall not be effective if caused by conduct of Contractor or its agents that constitutes negligence or misconduct, or an insurable event occurs that is covered by Contractor's insurance required pursuant to Article 5 of this Agreement.

## **2.2 MIRA's Rights and Obligations With Respect to Services.**

### **2.2.1 Direction of Services.**

MIRA may where it deems necessary or desirable provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

### 2.2.2 Change in Scope of Services.

MIRA reserves the right to determine during the term of this Agreement whether any revisions, modifications or changes to the Services are necessary. In such event, and pursuant to MIRA's request, Contractor shall promptly commence and perform the work required to accommodate such revisions, modifications or changes, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by MIRA and Contractor. If any adjustment(s) to the TS Compensation is required, or if increased or decreased compensation to the Contractor is warranted as a result of such revisions, modifications or changes, MIRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation, provided that the values for the existing Services detailed in the TS Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if MIRA and Contractor cannot agree on the amount of such adjustment(s) or modified compensation. If such disagreement is not resolved to the mutual satisfaction of MIRA and Contractor within ten (10) days after Contractor commences said work, the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

### 2.2.3 Grant of Access.

MIRA hereby grants to Contractor full access to the Designated Transfer Station site(s) for the purposes of effectuating the performance of the Services. MIRA's granting to Contractor of the foregoing full access is conditioned upon the following: (a) Contractor shall not interfere with any other operations being conducted on the Designated Transfer Station by MIRA and/or any other MIRA agent; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. MIRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with the foregoing conditions of access.

### 2.2.4 Inspection Rights.

MIRA shall have the right at all times during Contractor's performance of Services to inspect and observe Contractor's performance of the Services hereunder. MIRA personnel may be stationed at the Designated Transfer Station at any time and shall have unobstructed access to the Designated Transfer Station at all times, and shall have unrestricted access to any part of the Designated Transfer Station to examine any activities of the Contractor, the source(s) of Acceptable Solid Waste delivered to the Designated Transfer Station, the Equipment, property or facilities, and the operational and maintenance records which relate to the performance of the Services hereunder, without limitation. If, after any such inspection, MIRA is unsatisfied with Contractor's performance of any Services because they do not comply with the Standards, then Contractor shall, at the direction of MIRA, promptly render such performance in conformance with said Standards.

### 2.2.5 Right to Exclude Certain Individuals

Without limitation of the Contractor's overall responsibility for the acts and omissions of all on-site personnel and other employees, MIRA reserves the right to exclude anyone from the site who MIRA reasonably believes is a danger to themselves or any other Person, or to operations at the Designated Transfer Station.

## 2.3 Licenses and Permits.

MIRA is and shall remain the permittee for those Permits designated in Exhibit L as (i) CTDEEP Permits; and (ii) Permits issued by any local Planning and Zoning Commission or its equivalent ("P&Z Permits"; the CTDEEP Permits and the P&Z Permits being collectively the "MIRA Permits"). Except for the MIRA Permits, all other Permits necessary for Contractor's performance of the Services, including certifications and licenses for Contractor's employees, shall be obtained and maintained by the Contractor.

MIRA shall be responsible for the renewal of all MIRA Permits required during the term of the Agreement. If any modification(s) to any MIRA Permit is deemed necessary by MIRA, then MIRA, and not Contractor, shall apply for any such foregoing modification(s). During its performance under this Agreement, Contractor shall make all information available to MIRA as needed to support the maintenance of, and reporting requirements under the MIRA Permits. MIRA, and not the Contractor, shall submit any reports required pursuant to the MIRA Permits, including all operational reporting information and annual operations reports.

If the Contractor believes a modification to any of the MIRA Permits is necessary for it to operate the Designated Transfer Station, Contractor shall submit its proposed modification to MIRA for MIRA's review. Thereafter, if MIRA concurs with the request, MIRA shall make any revisions to said request it deems necessary and submit said modification request to the CTDEEP or other relevant authority. MIRA shall be responsible for the costs associated with the foregoing MIRA-approved modifications of the MIRA Permits.

The Permits and other applicable licenses, and certifications for which the Contractor is solely responsible shall consist of: (i) all Permits except those designated as MIRA Permits on Exhibit M; and (ii) the Public Weighers License and waste facility operator certification prescribed in RCSA Section 22a-209-6. The revoking of any of the Contractor's 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 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 MIRA, MIRA shall be responsible for its share of such costs associated with said noncompliance. The Contractor shall provide copies to MIRA of all 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 MIRA. Vehicles and Equipment shall be operated by personnel with valid State of Connecticut operator's permits and/or licenses as appropriate for the Equipment in use.

### **ARTICLE 3: COMPENSATION AND PAYMENT**

#### **3.1 Contractor's Compensation for Services.**

##### **3.1.1 Compensation.**

Upon the Commencement Date, Contractor's compensation under this Agreement shall consist of a fixed price for operation and maintenance for each Designated Transfer Station (the "Annual Fixed O&M Fee") and a per ton fee for each ton of waste transported from the Designated Transfer Station to a disposal facility designated by MIRA (the "Transportation Fees") as detailed in **Exhibit C** (together the "TS Compensation").

The applicable TS Compensation shall be payable as set forth in Section 3.1.2 below. Contractor's compensation for the Services under this Agreement shall not exceed the TS Compensation amounts set forth in **Exhibit C** and Contractor acknowledges and agrees that the foregoing TS Compensation, constitutes the full compensation to Contractor under this Agreement and includes all expenses and costs, including any and all costs for labor, administrative services, vehicles, Equipment, fuel, materials and the operation and maintenance of the Designated Transfer Station, and all vehicles and Equipment owned, leased, or otherwise controlled by Contractor, to be incurred by Contractor in performing and completing the Services. Under no circumstances shall MIRA pay to Contractor any other compensation whatsoever for performing and completing the Services hereunder.

##### **3.1.2 Payment Schedule.**

Contractor shall submit all requests for payment for Services in writing to MIRA at monthly intervals, together with all appropriate support documentation reasonably necessary for MIRA's evaluation of Contractor's foregoing invoices. All monthly requests for payment shall include the following:

- (a) the dates of the billing period;
- (b) the MIRA contract number;
- (c) the MIRA purchase order number;
- (d) for the operation and maintenance of the Designated Transfer Station 1/12<sup>th</sup> of the prevailing Annual Fixed O&M Fee; and
- (e) for the Transportation Fees, the number of tons of material hauled times the prevailing per ton contract rate, MIRA shall pay Contractor Transportation Fees owed using the following scale ticket weight data:
  - Acceptable Solid Waste delivered to the Facility shall be invoiced by Contractor using the inbound Facility scale ticket data;

- Acceptable Solid Waste diverted to an alternative in-state disposal facility shall be invoiced by Contractor using the Designated Transfer Station scale ticket data;
- Non-Processible/Bulky Waste shall be invoiced by Contractor using the Designated Transfer Station scale ticket data; and
- Acceptable Recyclables shall be invoiced by Contractor using the Recycling Facility scale ticket data.

If MIRA determines in its sole discretion that the Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards, then MIRA shall pay Contractor the requisite amount for such Services within thirty (30) days after MIRA's receipt of Contractor's written request.

If, however, MIRA determines that any of the Services for which Contractor has requested payment are not in conformance with the Standards, then MIRA may, in its sole discretion, do the following: (i) withhold payment on the disputed amount of the requested payment, and pay any undisputed amount of the requested payment; and/or (ii) set-off/reduce the value of Contractor's foregoing deficient Services from Contractor's requested TS Compensation for said deficient Services. However, Contractor shall, at its sole cost and expense, take all action necessary to promptly render such Services in conformance with the Standards without any extension of or addition to any time schedules for the remaining Services, and Contractor shall resubmit its invoice for said corrected Services in accordance herewith.

### 3.1.3 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, MIRA shall have access to such books and accounts to the extent required to verify the costs incurred by Contractor under this Agreement. MIRA shall also have the right to audit the Contractor's books and accounts with respect to Contractor's performance under this Agreement. Contractor shall maintain the foregoing books and records for six years after the last day that Contractor completes its performance of the Services under this Agreement. This Section 3.1.3 shall survive the expiration or termination of this Agreement for six years after such expiration or termination.

## ARTICLE 4: TERM

### 4.1 Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2027 (the "Term"), unless otherwise terminated in accordance with the terms and conditions hereof.

## 4.2 Assignment

In the event that, during the Term, MIRA contracts with another entity or successor to redevelop the CSWS pursuant to Public Act 14-94, then MIRA shall have the right, at MIRA's sole and absolute discretion, to assign MIRA's rights and obligations under this Agreement to the entity or successor who is overseeing the CSWS ("MIRA's Assignee").

In the event that MIRA assigns its rights and obligations under this agreement to MIRA's Assignee, all other terms and conditions of the Agreement shall remain in effect.

## ARTICLE 5: INDEMNIFICATION

### 5.1 Contractor's Indemnification.

Contractor shall at all times defend, indemnify and hold harmless MIRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) MIRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, 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, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse MIRA for damage to property of MIRA caused by Contractor or any of its directors, officers, agents, employees, 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. Contractor's obligations under this Section 6.1 shall survive the termination or expiration of this Agreement.

Contractor shall be liable for, and indemnify MIRA for, any environmental contamination in or on the Designated Transfer Station Site caused by Contractor or its agents during its performance of the Services. [Recognizing that certain contractors may have performed Services for MIRA prior to this Agreement, MIRA will add to the final agreement a clause specifying that such contractors shall also be liable for any environmental contamination on the designated transfer station sites during periods on or after such contractors managed those designated sites.]

The existence of insurance shall in no way limit the scope of the Contractor's indemnification.

## ARTICLE 6: INSURANCE

### 6.1 Required Insurance.

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement, 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) and including pollution coverage equivalent to that provided under ISO pollution Liability broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90).
3. Workers' Compensation insurance as required by all states in which the work is being done and Employers' Liability insurance.
4. Property and Equipment insurance covering all property and equipment owned or leased by Contractor.
5. Contractors' Pollution Liability insurance written on an occurrence basis form if the work performed by the Contractor involves hazardous material remediation, working with any pollutants, including asbestos and lead abatement, or performing underground work.

If the Contractor makes decisions with respect to the facilities or technologies that will be utilized for the treatment, storage or disposal of waste materials removed from a location owned or operated by a MIRA entity, or the transportation of waste materials to such a facility, the Contractor shall maintain a Waste Brokering Endorsement on its CPL Policy.

### 6.2 Minimum Limits.

Contractor shall maintain the following limits of liability for insurance described above. Contractor may meet these limits alone or in combination with Umbrella insurance. The insurance requirements in this Section 6 are dependent upon the number of Designated Transfer Stations assigned to the Contractor.

- (a) If the Designated Transfer Station consists of two (2) of the CSWS Transfer Stations, then the following limits shall apply.
  1. Commercial General Liability:
    - a. \$5,000,000 Each Occurrence for Bodily Injury & Property Damage
    - b. \$5,000,000 General Aggregate
    - c. \$5,000,000 Products & Completed Operations Aggregate

- d. \$5,000,000 Personal & Advertising Injury
- 2. Automobile Liability:
  - a. \$5,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
  - b. Include Owned, Hired and Non-Owned Auto Liability
- 3. Workers' Compensation: Statutory Limits  
Employers' Liability:
  - a. \$1,000,000 Each Accident
  - b. \$1,000,000 Policy Limit
  - c. \$1,000,000 Each Employee
- 4. Property and Equipment insurance equal to the cash value of the Contractor-owned or leased equipment.
- 5. Contractors' Pollution Liability insurance with a limit of \$1,000,000.

*Note: Contractor may meet these limits in 6.2(a) alone or in combination with Umbrella insurance*

### **6.3 Additional Required Insurance.**

- (a) Contractor shall submit an executed original certificate or certificates of insurance for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below.
- (b) All policies for each insurance required shall contain the following provisions:
  - 3. MIRA, 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 Contractor:
    - a. Commercial General Liability
    - b. Automobile Liability
    - c. Contractors' Pollution Liability
  - 2. The Contractor shall waive (and require their insurers to waive) subrogation rights against MIRA for losses and damages incurred under the insurance policies required by this Agreement.
  - 3. 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 insurers' liability.
- (c) It shall be an affirmative obligation upon Contractor to inform MIRA's Risk Manager by Fax (860-767-7740), by e-mail (riskmanager@ctmira.org), or by

correspondence to MIRA, 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 within two days of the notice of cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

- (d) Contractor'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 MIRA.
- (e) Subject to the terms and conditions of this Section 6, Contractor may submit to MIRA documentation evidencing the existence of umbrella insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.
- (f) 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.
- (g) All Certificates of Insurance must be received and approved by MIRA before any Work is undertaken by Contractor.
- (h) Contractor shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Contractor fails to comply with any of the foregoing insurance provisions, then MIRA may in its sole discretion deny such Contractor any further access to the Designated Transfer Station and/or undertake placement of insurance and charge Contractor for the purchase of required insurance.
- (i) No provision of this Section 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.
- (j) MIRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance require 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.

## ARTICLE 7: EVENTS OF DEFAULT

### 7.1 Remedies for Default.

Either Party may terminate this Agreement for cause where there is an Event of Default on the part of the other Party. Absent an Event of Default, neither Party may terminate this Agreement except as otherwise specifically provided in this Agreement.

If MIRA declares an Event of Default by Contractor, MIRA may elect not to immediately terminate this Agreement but to collect damages and/or fines in accordance with this Agreement. The failure of MIRA to terminate this Agreement immediately upon the occurrence of an Event of Default shall not limit or restrict in any way the right of MIRA to terminate this Agreement at a later time as a result of such occurrence.

In the event that Contractor fails to perform any of its obligations hereunder, or if an Event of Default by Contractor occurs, MIRA shall have the right, but not the obligation, to cure such failure or Event of Default. Contractor shall fully reimburse MIRA for any and all costs and expenses incurred by MIRA in taking such curative action, including attorneys fees and court costs, within twenty (20) days after Contractor's receipt of an invoice from MIRA for such costs and expenses. In addition, MIRA shall have the right to make a claim against the applicable Bond if Contractor commits an Event of Default hereunder. MIRA shall also have the right to set-off any amounts that Contractor may owe to MIRA against any amounts MIRA may owe to Contractor hereunder.

All of the remedies provided to MIRA in this Agreement are in addition to all other rights or remedies which MIRA may be entitled to at law or in equity, and all the remedies hereunder shall be deemed cumulative and the election of one shall not be deemed a waiver or limitation of any other or further rights or remedies.

### 7.2 Events of Default by Contractor.

Each of the following shall constitute an Event of Default on the part of the Contractor if said Event of Default(s) is not cured by Contractor within the applicable time period provided for in Section 7.3 herein:

- a. Contractor commits an Act of Bankruptcy;
- b. Contractor's breach of its covenants, representations or equipment warranties hereunder;
- c. Failure of Contractor to accept and process at the Designated Transfer Station and/or transport from the Designated Transfer Station any amounts of Acceptable Solid Waste and Acceptable Recyclables to the disposal facility designated by MIRA if such foregoing failure (a) disrupts the operation of the Designated Transfer Station, (b) inconveniences customers of MIRA, and/or (c) results in odor complaints concerning the Designated Transfer Station;

- d. Failure of Contractor to transport to the Facility any amounts of Non-Processible Waste and Bulky Waste separated from deliveries to, and residue generated by, the Designated Transfer Station;
- e. Failure of Contractor to properly perform the Services accordance with the Standards;
- f. Failure of Contractor to properly maintain all of the Contractor's Rolling Stock, property and vehicles in accordance with the Standards;
- g. Contractor's use of any part of the Equipment, materials or other property for any purpose other than those expressly authorized in this Agreement, including Contractor's arranging for or allowing any waste material to be delivered to the CSWS or Properties which are not specifically authorized in writing by MIRA in advance;
- h. Contractor allowing or conducting any activity on any of the Properties or in the CSWS that is not expressly authorized by this Agreement;
- i. Contractor's material failure to comply with any Applicable Laws;
- j. Contractor's failure to cooperate fully in and to effect an orderly transfer of the Services and the operations therefore to a successor contractor or operator;
- k. Contractor's failure to provide or maintain the Bond and/or insurance requirements required hereunder;
- l. Contractor's disclosure of any information to a third party, including the press or other media, which is detrimental to or adversely affects the economic interests of MIRA or the CSWS, including disclosing vehicle taring schedules to any third party, and/or Contractor's violation of its obligation to maintain the confidentiality of MIRA's proprietary information as set forth in Section 10.19 herein;
- m. The failure by Contractor to fulfill, substantially in accordance with this Agreement, any of Contractor's other obligations under this Agreement;
- n. Conducting any activity prohibited by this Agreement;
- o. Making a representation which is false in any material respect when made or when deemed to be repeated;
- p. Failure to comply with provisions 10.21 and 10.23;

- q. Contractor's or its subcontractor's use of the MIRA-issued tax exempt form for the purchase of any goods and services not directly related to its performance of Services under this Agreement;
- r. Contractor's and its subcontractor's use of MIRA-issued truck and trailer permits for any purpose other than the transportation of waste materials originating from the Designated Transfer Station.

### **7.3 Contractor's Right to Cure.**

Assuming that the Contractor provides the continuous operation of the Designated Transfer Station as required under the Agreement, Contractor shall have a thirty (30) calendar day cure period from the date Contractor receives from MIRA written notice of its breach of any provision of subsections (b), (d), (e), (j), (l), (m), (p), and (r) of Section 7.2 of this Agreement to remedy its breach of the Agreement. Assuming that the Contractor provides the continuous operation of the Designated Transfer Station as required under the Agreement, Contractor shall have a twenty-four (24) hour cure period from the date Contractor receives from MIRA written notice of its breach of any provision of subsection (c) of Section 7.2 of this Agreement to remedy its breach of the Agreement. Notwithstanding the foregoing, MIRA 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) Not subject to cure; and/or
- (b) Contractor's consistent or repeated failure to perform any of its obligations under this Agreement.

### **7.4 Events of Default by MIRA.**

The following shall constitute an Event of Default on the part of MIRA:

- (a) Failure on the part of MIRA to pay any undisputed amount required to be paid to Contractor under this Agreement within thirty (30) days after such amount becomes due and payable; provided however, that no such failure shall constitute an Event of Default giving Contractor the right to terminate this Agreement under this subsection unless and until:
  - (i) Contractor has given written notice to MIRA 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 MIRA; and
  - (ii) MIRA has not corrected such default or has not taken adequate steps to promptly correct the same within thirty (30) days from the date of its receipt of the notice.

Any amount(s) properly withheld or set-off against monthly payments by MIRA under this Agreement shall not be considered an Event of Default.

## **7.5 Uncontrollable Circumstances.**

If Contractor shall be unable to perform or shall be delayed in its performance of Services by reason of Uncontrollable Circumstances, and provided that Contractor shall have provided MIRA with written notice of said Uncontrollable Circumstances within five (5) business days of any event of Uncontrollable Circumstances, Contractor shall be excused from any failure or delay in its performance of Services subject to the conditions of this Section 7.5. Operational failure of the Designated Transfer Station shall not constitute Uncontrollable Circumstances. However, throughout the term of the Agreement and in the foregoing event whereby Contractor is excused from its failure or delay in its performance, Contractor must continually do the following at Contractor's sole expense throughout the term of the Agreement and during any such excused failure or delay period:

- (a) To the extent that the Uncontrollable Circumstances event does not prevent Contractor from accepting and processing Acceptable Solid Waste and Acceptable Recyclables received at the Designated Transfer Station and delivering it to the disposal facility designated by MIRA, the Contractor must continue to perform the Services with Contractor providing reasonable efforts to correct or eliminate such Uncontrollable Circumstances event and its best efforts to minimize the cost consequences of such Uncontrollable Circumstances event. However, any additional costs associated with the foregoing diversion of Acceptable Solid Waste shall be the responsibility of MIRA.

If a severe event of Uncontrollable Circumstances occurs, and such event of Uncontrollable Circumstances is projected to last for longer than the duration of the Term, as determined by MIRA in its sole but reasonable discretion, MIRA shall have the option, at its sole and absolute discretion, to terminate Contractor's performance of Services for the duration of the Agreement by providing Contractor ninety (90) days of advance written notice. In any such Uncontrollable Circumstances termination by MIRA, Contractor shall be entitled to reimbursement from MIRA as set forth in Section 8.4 herein.

## **ARTICLE 8: TERMINATION**

### **8.1 Mitigation.**

Contractor and MIRA agree that in the event one Party terminates 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 terminated Party.

## 8.2 Termination by MIRA for Event of Contractor Default

If MIRA terminates this Agreement for an Event of Default on the part of Contractor:

- (a) Contractor shall promptly vacate the Designated Transfer Station within twenty-four (24) hours, if requested to do so by MIRA;
- (b) Contractor shall pay to MIRA actual damages, resulting from the Event of Default and subsequent termination;
- (c) Contractor shall immediately return to MIRA all equipment, including the MIRA parts, property, and materials provided to Contractor for use in performing the Services hereunder. Contractor shall be responsible for any cost associated with restoring the condition of such 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 the Services;
- (d) MIRA shall have the option, at its sole and absolute discretion, to immediately take possession of and use Contractor's Rolling Stock. If MIRA exercises its foregoing option, MIRA shall during its time of possession of Contractor's Rolling Stock: (i) pay on a monthly basis to Contractor a monthly payment equal to the monthly fair market rental value of the Contractor's Rolling Stock; (ii) pay all insurance costs on the Contractor's Rolling Stock; (iii) pay all maintenance costs on Contractor's Rolling Stock; and (iv) to the extent permitted by law, indemnify Contractor for any damages resulting from MIRA's use of the Contractor's Rolling Stock herein. Assuming MIRA exercised its foregoing option to take possession of and use Contractor's Rolling Stock, MIRA shall return to Contractor Contractor's Rolling Stock in the same condition MIRA received it when MIRA exercised its foregoing option less wear and tear. In the alternative, at any time during MIRA's use, pursuant to its option herein, of Contractor's Rolling Stock, MIRA shall also have the option to purchase Contractor's Rolling Stock from Contractor for the amount set forth in the Contractor's Unrecovered Capital Investment Schedule as detailed in Exhibit K.
- (e) Upon payment of amounts due in subsection 8.2(b) as well as any other amounts required to be paid to MIRA hereunder, and, if applicable, payments due Contractor under Section 8.2(d) above, and compliance with all provisions of 8.2.(a), (c) and Section 8.4, all rights and obligations of the parties, except as otherwise specifically provided herein, shall cease with respect to this Agreement.

## 8.3 Restoration of the Designated Transfer Station(s) at Termination.

Recognizing that at the Commencement Date Contractor accepted the condition of the Designated Transfer Station in their As Is, Where Is Condition, and Contractor agreed to perform the Services with the foregoing condition of the Designated Transfer Station, Contractor is responsible at the termination date of Services to turn over to MIRA the Designated Transfer Station, or any improvements thereon, in the same condition they were given to Contractor at the

Commencement Date, less reasonable wear and tear, promptly after said foregoing termination. MIRA shall have the discretion to supervise any such restoration and/or repairs that shall be required of Contractor herein. This Section 8.3 shall survive the termination of this Agreement.

#### **8.4 Termination Costs and Reimbursements.**

If Contractor terminates this Agreement for an Event of Default on the part of MIRA, or if the Agreement is terminated pursuant to Section 7.5 herein, then MIRA shall pay to the Contractor: (a) the payments, if any, due and payable pursuant to this Agreement, for all Services performed in accordance with the Standards to the date of termination, incurred as of the termination; and (b) Contractor's reasonable cost of demobilization and such other reasonable costs (excluding legal fees) as may be incurred by Contractor and directly attributable to such termination; minus (c) the amount of any adjustments favorable to MIRA, including any damages owed by Contractor to MIRA. In order for Contractor to receive the payment(s) of this Section 8.4, Contractor must provide MIRA with written invoices and related documentation that itemize and verify the basis for Contractor's requested payment(s). Upon termination and payment of all sums due under this Section 8.4, all rights and obligations of the Parties, except as otherwise specifically provided herein, shall cease with respect to this Agreement.

#### **8.5 Limitation of Liability.**

Notwithstanding anything to the contrary in this Agreement, express or implied, MIRA shall not be liable to Contractor for any indirect, consequential, punitive or exemplary damages, lost profits, damages resulting from a delay, disruption, impact re-sequencing, lost productivity, home office overhead, business interruption damages or any similar type of damages whatsoever.

### **ARTICLE 9: CHANGES TO THE DESIGNATED TRANSFER STATION**

#### **9.1 Changes To The Designated Transfer Station At The Request Of MIRA.**

At any time during the term of this Agreement, MIRA may request in writing changes, modifications or additions to the Designated Transfer Station which may alter, add to or reduce the Services to be performed by Contractor under this Agreement. In response to such request, Contractor shall provide to MIRA a written proposal which shall include: (i) statement of the additional work, personnel and materials required or to be omitted by the proposal; (ii) a statement of the adjustment to the fees payable pursuant to Article 3 hereof necessary to compensate Contractor for the anticipated effect, if any, on the projected costs, or to extend to MIRA the savings that will result from such action; (iii) anticipated impact on the processing and transportation of waste under this Agreement; (iv) description of the effect of the proposal upon the technical specifications, the design plans, the operations and maintenance manual, and the final drawings; and (v) a statement of the anticipated capital costs thereof. Contractor must adequately substantiate in writing all savings identified and/or costs for which it seeks reimbursement hereunder. Contractor's proposal shall be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives, and adequate to address and satisfy MIRA's concerns. If such proposal is satisfactory to MIRA, then MIRA, at its sole discretion, may direct Contractor to proceed to

manage and/or perform the proposed changes in Contractor's written proposal, and the provisions of this Agreement shall be modified to reflect the appropriate adjustments, if any. If MIRA, at its sole discretion, deems Contractor's written proposal unsatisfactory, then MIRA shall have the right to seek alternate bids from third party contractors to perform MIRA's desired changes, modifications, and/or changes, and to have said successful proposer perform said desired changes, modifications, and/or changes on the Designated Transfer Station. In such case, Contractor agrees to cooperate with MIRA and the Contractor to expedite the prompt completion of the desired changes, modifications, and/or additions with the least impact on the smooth operation of the Designated Transfer Station. If an adjustment to the TS Compensation payable to Contractor under Article 3 is required as a result of the foregoing successful proposer's revisions, modifications or changes to the Designated Transfer Station, then MIRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment or increased or decreased compensation provided that the values for the existing Services detailed in the TS Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. If MIRA and Contractor cannot mutually agree on the amount of such adjustment or increased or decreased compensation, then the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

The completion of any changes, modifications, or additions in accordance with this Section 9.1 shall in no way reduce the Contractor's operation, maintenance and repair responsibilities it is required to perform under this Agreement.

## **9.2 Changes To The Designated Transfer Station At The Request Of Contractor.**

To the extent Contractor desires to propose a change to the Designated Transfer Station, Contractor shall provide to MIRA a written proposal which shall include: (i) statement of the additional work, personnel and materials required or to be omitted by the proposal; (ii) a statement of the adjustment to the TS Compensation payable pursuant to Article 3 hereof necessary to compensate Contractor for the anticipated effect, if any, on the projected costs, or to extend to MIRA the savings that will result from such action; (iii) anticipated impact on the processing and transportation of waste under this Agreement; (iv) description of the effect of the proposal upon the technical specifications, the design plans, the operations and maintenance manual, and the final drawings; and (v) a statement of the anticipated capital costs thereof. Contractor must adequately substantiate in writing all savings identified and/or costs for which it seeks reimbursement hereunder. Contractor's proposal must be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives and adequate to address and satisfy MIRA's concerns.

Contractor acknowledges that MIRA, as owner of the Designated Transfer Station, may elect to reject changes which could adversely affect or impact MIRA's costs with respect to the Designated Transfer Station, the appearance of the Designated Transfer Station, any other aspect of the Designated Transfer Station, any of MIRA's obligations hereunder, and MIRA's decision in such regard shall be final and binding upon Contractor. MIRA shall review such request, together with materials submitted by Contractor in support thereof, and approve or disapprove the Contractor's proposed changes and such materials on or before the fifteenth (15<sup>th</sup>) Business Day following receipt of such materials by MIRA.

If MIRA disapproves such request, then the notification required by the preceding sentence shall be in such detail as is necessary and appropriate to fully apprise Contractor of the nature and extent of and basis for such disapproval. Within three (3) Business Days after receipt by Contractor of such disapproval, MIRA and Contractor shall meet to attempt to resolve the disagreement. If such disagreement is not resolved to the mutual satisfaction of MIRA and Contractor within five (5) Business Days of such meeting, the differences shall be resolved in accordance with and subject to Section 10.14 hereof.

The completion of any changes, modifications, or additions in accordance with this Section 9.2 shall in no way reduce the Contractor's operation, maintenance and repair responsibilities it is required to perform under this Agreement.

### **9.3 Changes To Designated Transfer Station Necessitated by Uncontrollable Circumstances.**

At MIRA's sole discretion and request, the Contractor shall promptly proceed to make or cause to be made changes to the Designated Transfer Station required as a result of an Uncontrollable Circumstance to repair or replace any damaged or destroyed portion of the Designated Transfer Station or to restore operating levels of the Designated Transfer Station to normal parameters. As soon as possible after an Uncontrollable Circumstance, the Contractor shall provide written notice to MIRA describing the Uncontrollable Circumstance and its cause (to the extent known by the Contractor), and a description of the conditions delaying the performance of the Contractor's obligations. Contractor shall provide to MIRA a written proposal for the foregoing changes necessitated by the Uncontrollable Circumstances which shall include: (i) statement of the additional work, personnel and materials required or to be omitted by the proposal; (ii) a statement of the adjustment to the TS Compensation payable pursuant to Article 3 hereof necessary to compensate Contractor for the anticipated effect, if any, on the projected costs, or to extend to MIRA the savings that will result from such action; (iii) anticipated impact on Contractor's performance under this Agreement; (iv) description of the effect of the proposal upon the technical specifications, the design plans, the operations and maintenance manual, and the final drawings; and (v) a statement of the anticipated capital costs thereof. Contractor must adequately substantiate in writing all savings identified and/or costs for which it seeks reimbursement hereunder. Contractor's proposal shall be based on sound and accepted engineering principles and practices, technically and financially reasonable in light of possible alternatives, and adequate to address and satisfy MIRA's concerns.

The Contractor shall answer any inquiries of MIRA regarding the conditions caused by the Uncontrollable Circumstance or the estimate of the cost of any required change. MIRA shall be entitled, at its own cost and expense, to hire an independent engineer to review the Contractor's cost estimate. If Contractor's written proposal is acceptable to MIRA, then MIRA, at its sole discretion, may direct Contractor to proceed to manage and/or perform the proposed changes in Contractor's written proposal, and the provisions of this Agreement shall be modified to reflect the appropriate adjustments, if any. If MIRA, at its sole discretion, deems Contractor's written proposal unsatisfactory, then MIRA shall have the right to seek alternate bids from third party contractors to perform the changes required as a result of the Uncontrollable Circumstances, and to have said third party contractors perform said changes on the Designated Transfer Station. In

such case, Contractor agrees to cooperate with MIRA and the foregoing successful proposer to expedite the prompt completion of the changes with the least impact on the smooth operation of the Designated Transfer Station. If an adjustment to the TS Compensation payable to Contractor under Article 3 is required as a result of the foregoing successful proposer's changes to the Designated Transfer Stations, then MIRA and Contractor shall attempt to mutually agree in writing on the amount of such adjustment or increased or decreased compensation provided that the values for the existing Services detailed in the TS Compensation, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. If MIRA and Contractor cannot mutually agree on the amount of such adjustment or increased or decreased compensation, then the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

If MIRA and the Contractor cannot agree on Contractor's foregoing proposed solution and/or the cost estimate of the solution to the Uncontrollable Circumstance(s), MIRA and Contractor shall meet and attempt to resolve the disagreement. If such disagreement is not resolved to the mutual satisfaction of MIRA and Contractor within five (5) Business Days of such meeting, the dispute will be resolved in accordance with and subject to Section 10.14 hereof.

The completion of any changes, modifications, or additions in accordance with this Section 9.3 herein shall in no way reduce the Contractor's operation, maintenance and repair responsibilities it is required to perform under this Agreement.

#### **9.4 Improvements.**

Any improvements existing at the Commencement Date or made thereafter during the term of this Agreement shall remain the sole and exclusive property of MIRA and shall be maintained by Contractor in good working and operable condition, in the same or better condition than received by Contractor, less reasonable wear and tear.

### **ARTICLE 10: MISCELLANEOUS**

#### **10.1 Entire Agreement.**

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

#### **10.2 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.

### **10.3 Assignment.**

Except as otherwise set forth in Section 4.3 hereof, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party or such assignment shall be void.

### **10.4 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 MIRA 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.

### **10.5 Modification.**

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

### **10.6 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.

#### **10.6.1 Routine Notices.**

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any Party to give to the other Party, except as provided in Section 10.6.2, 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 10.6.1. 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 MIRA:

Materials Innovation and Recycling Authority  
200 Corporate Place, Suite 202  
Rocky Hill, Connecticut 06067  
Attention: Thomas Gaffey

With a copy to:

Materials Innovation and Recycling Authority  
200 Corporate Place, Suite 202  
Rocky Hill, Connecticut 06067  
Attention: President

(b) If to Contractor:

CWPM, LLC  
PO Box 415  
Plainville, CT 06062  
Attention: Jason Manafort

#### 10.6.2 Emergency Notification.

Contractor shall immediately notify MIRA by telephone and telecopier facsimile of the occurrence of the following: (i) any event causing property damage to the Designated Transfer Station; (ii) bodily and/or personal injury to any person in connection with the Designated Transfer Station; (iii) any disruption to the Services or the Designated Transfer Station; (iv) the filing of a property lien on the Designated Transfer Station; (v) the occurrence or receipt of a notice of violation or other regulatory action at the Designated Transfer Station 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 MIRA with immediate notification of an above event, Contractor shall promptly file an incident report with MIRA on a form acceptable to MIRA 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, MIRA 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.

## **10.7 Binding Effect.**

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

## **10.8 Severability.**

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

## **10.9 Counterparts.**

This Agreement may be executed in any number of counterparts by the Parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

## **10.10 Status of Contractor.**

- (a) Other than for the limited purpose described in subsection (b) below, MIRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for MIRA 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 MIRA 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 MIRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of MIRA in any manner whatsoever. MIRA and Contractor further acknowledge and agree that this Agreement does not confer upon Contractor in any manner whatsoever any ownership or proprietary rights to or interests in any of the Properties, any component of the MIRA System, or the MIRA owned vehicles, 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 Properties, any component of the MIRA System, vehicles, equipment, materials or any part thereof for any purposes whatsoever.
- (b) The Parties confirm that to maintain MIRA's tax-exemption for fuel and other services or tangible personal property used under this Agreement pursuant to Section 10.18 of this Agreement, MIRA has designated Contractor, and Contractor has agreed to act, as MIRA'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 MIRA, to be installed, used or consumed in connection with the use and operation of the Designated Transfer Station. As detailed in Section 2.1.3 herein, Contractor may only utilize and must dedicate the Contractor's Rolling Stock for its performance of Services hereunder.

#### **10.11 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 MIRA.

#### **10.12 Mechanic's Liens.**

To the fullest extent allowed by law, Contractor shall claim no interest in the Properties or any structures, equipment, fixtures, materials or improvements located or to be located on such Properties, or any other vehicles, equipment, materials, parts and supplies made available to Contractor hereunder, and Contractor shall not file any mechanic's liens or other liens or security interests against MIRA or any of its properties whatsoever. Contractor shall defend, indemnify and hold harmless MIRA 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 MIRA an original waiver of mechanic's liens properly executed by such subcontractor or material man. If any mechanic's lien is filed against MIRA or any of its properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, MIRA 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 MIRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to MIRA promptly upon demand by MIRA to Contractor. This Section 10.12 shall survive termination of this Agreement.

#### **10.13 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 MIRA with respect to Contractor. No workers' compensation insurance has been or will be obtained by MIRA 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 10.13, and Contractor hereby agrees to indemnify and hold MIRA harmless against any and all such taxes, insurance or related payments which MIRA 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 10.13 shall survive termination of this Agreement.

#### **10.14 Disputes/Forum Selection/Choice of Law.**

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall first be attempted to be resolved by good faith negotiation between MIRA and Contractor. In the event such claims or controversies cannot be resolved by negotiation between MIRA and Contractor, MIRA and Contractor may commence a legal proceeding in any court of law having jurisdiction located in Hartford County, Connecticut. Furthermore, such legal proceeding shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

During any legal proceeding that may be initiated hereunder, MIRA and Contractor shall continue to perform their respective obligations under this Agreement.

#### **10.15 Agent for Service.**

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

#### **10.16 Performance Security.**

Twenty (20) days prior to the Commencement Date, Contractor shall furnish MIRA with a Performance Bond or a Letter of Credit for each Designated Transfer Station as security for faithful performance of the Services in the form attached hereto as **Exhibit E** and in the following amounts: (i) Essex Transfer Station – One Million and NO/100 (\$1,000,000.00) Dollars; (ii) Watertown Transfer Station – One Million and NO/100 (\$1,000,000.00) Dollars (the foregoing are hereinafter known as the "Bond"). The Bond shall be issued and executed by a surety acceptable to MIRA and authorized to transact business in Connecticut. The surety must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety only if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list

for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

Contractor shall maintain the Bond in full force and effect during the term of this Agreement. The Bond shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration dates of the Bond, Contractor notifies MIRA by certified mail that the surety of the Bond elects not to renew such Bond. Failure to maintain or renew the Bond under the aforesaid terms shall constitute an Event of Default by Contractor under this Agreement. If the surety on the Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Bond due to no fault of Contractor, Contractor shall immediately substitute another bond (or another letter of credit) and surety, subject to the requirements set forth in this Section 10.16.

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, MIRA shall have the right, in addition to all other rights and remedies available to MIRA hereunder or otherwise, to exercise any or all of MIRA's rights and remedies under the Bond.

#### **10.17 Sales and Use Tax Exemption.**

Under Section 22a-270 of the Connecticut General Statutes, MIRA 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 CSWS is exempt from Connecticut State sales and use tax. Accordingly, Contractor hereby represents that no Connecticut State tax is included in the TS Compensation or in any of the fees set forth in Exhibit C hereof, and Contractor shall not charge or pass through any such tax to MIRA, 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 MIRA in any RFP or other submittal or proposal to MIRA in connection with this Agreement. Contractor also represents that all funds provided by MIRA as reimbursement for Services provided hereunder shall be used or consumed in connection with the use and operation of the CSWS Transfer Stations. MIRA shall provide Contractor a tax-exempt form that Contractor may present to others to verify MIRA's tax exempt status when purchasing goods and services directly related to its performance of Services under this Agreement. MIRA 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 10.18 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.

### **10.18 Proprietary Information.**

Contractor shall not use, publish, distribute, sell or divulge any information, including information that is adverse to MIRA's interests, obtained from MIRA 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 MIRA. 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 MIRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of MIRA.

### **10.19 Subcontractors.**

Contractor shall inform MIRA of any subcontractors it intends to use to perform any of the Services. During Contractor's performance of the Services, Contractor shall provide MIRA with written prior notice of its intent to replace or change any of its subcontractors utilized by Contractor to perform under this Agreement. Throughout the term of the Agreement, MIRA shall have the right to reject any subcontractor of Contractor; however MIRA's foregoing right to reject a subcontractor cannot be unreasonably exercised. Contractor shall require, in a manner satisfactory to MIRA, 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, MIRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide MIRA 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 MIRA 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.

### **10.20 Adverse Parties.**

MIRA and Contractor desire that no Person or other entity with which MIRA 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 MIRA in writing of Contractor's intent to enter into such relationship. Contractor shall not enter into such relationship if MIRA gives written notice of its disapproval of such relationship because the proposed Person or entity is an Adverse Party. MIRA'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. MIRA shall notify Contractor of its disapproval, if at all, no later than fifteen (15) days after MIRA'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 10.21 shall constitute an Event of Default by Contractor under this Agreement.

### **10.21 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.

### **10.22 Obligation To Deliver MIRA 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 MIRA all Acceptable Solid Waste generated within the corporate boundaries of any of the Participating Municipalities and all other MIRA 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 10.23, then such failure shall constitute an Event of Default on the part of Contractor hereunder, and MIRA shall have the right to terminate this Agreement.

### **10.23 [Reserved].**

[this section intentionally left blank].

### **10.24 Whistleblower Protection.**

If the Contractor is a Large State Contractor, the Contractor shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State Contractor" shall have the same meanings as set forth in Section 4-61dd(h) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a Large State Contractor shall provide that, if an officer, employee, or appointing authority of a Large State Contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each Large State Contractor shall post a notice of the provisions of Section 4-61dd relating to Large State Contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

### **10.25 State of Connecticut Audit Rights.**

The State of Connecticut (the "State") 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 the State under the Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to this Agreement or the performance of the obligations of Contractor to the State 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 the State 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 the State under this Agreement for a minimum of three (3) years after the final obligation payment by MIRA and shall make them available for inspection and audit by the State.

### **10.26 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.

### **10.27 Order of Precedent of Agreement.**

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

- (a) The terms of the Agreement, inclusive of **Exhibit A** hereto, but exclusive of the remaining Exhibits of the Agreement, shall first prevail;
- (b) The terms of **Exhibit B** – Scope of Services;
- (c) The terms of **Exhibits C – L** excepting **Exhibit I**; and;

- (d) The terms of the Procedures included herein as Exhibit I shall next prevail.

The Request for Proposal (“RFP”) document, the addendums to the RFP, and the Contractor’s bid document are not part of this Agreement and cannot be relied upon in any dispute or conflict in connection with this Agreement.

### **10.28 Time is of the Essence.**

MIRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance and completion of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by MIRA and Contractor for such Services.

## **ARTICLE 11: Representations and certifications**

In signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below.

### **11.1 Non-Discrimination**

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
  1. The Contractor agrees and warrants that in the Performance of this 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, status of a veteran, 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 ensure 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, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission");
  3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

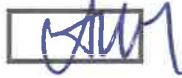
d. Pursuant to Connecticut General Statutes § 4a-60a:

1. The Contractor agrees and warrants that in the performance of this 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
4. the 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The

Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by initialing this nondiscrimination affirmation in the following box:



**11.2 Small Business Application**

At the request of MIRA and if Consultant qualifies, Contractor shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

**11.3 Iran Energy Investment Certification.**


a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

**11.4 Consulting Agreements Representation.**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

	has NOT entered into any consulting agreements in connection with this Agreement.
	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as <b>Exhibit L</b> .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

#### **11.5 Campaign Contribution And Solicitation Limitations**

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as 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, by signing this agreement, the authorized signatory to this Agreement represents that they have received 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 [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit K**.

#### **11.6 Large State Contract Representation for Contractor.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such 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
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

### **11.7 Summary of State Ethics Laws**

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes (a) MIRA has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021 shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (each contract with a contractor, subcontractor or consultant shall incorporate such summary by reference as part of the contract terms.

### **11.8 MIRA Representation Concerning Gifts**

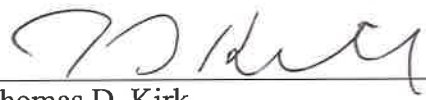
Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of MIRA represents that the selection of the most qualified or highest ranked person, firm or corporation 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

MATERIALS INNOVATION AND RECYCLING AUTHORITY

By:   
Thomas D. Kirk  
Its President  
Duly Authorized

CWPM, LLC

By:   
Its  
Duly Authorized

## EXHIBIT A

### DEFINITIONS

As specified in Section 1.1 of the Agreement, the following terms as used in the Agreement shall have the meanings set forth below:

“AAA” means the American Arbitration Association.

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

“**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 MIRA 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 MIRA 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 Municipality for processing by and disposal at the Recycling Facilities.

Contractor shall not be entitled under the Agreement to process any recyclables from any entity or governmental entity without the prior written approval of MIRA.

“**Acceptable Solid Waste**” shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by MIRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:

Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,

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;

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;

Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;

Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by MIRA on a day to-day basis;

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;

Non-Processible Waste as defined herein,

Recycling Residue; and

Any other Solid Waste as defined herein deemed acceptable by MIRA 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 MIRA 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.

Acceptable Solid Waste shall not include any Special Waste unless such Special Waste is approved by MIRA and, if required, the Connecticut Department of Environmental Protection for disposal at any component of the MIRA CSWS, or any materials or waste that are or may in the future be required by any Applicable Laws to be recycled.

“**Adverse Party**” shall have the meaning set forth in Section 10.21 of the Agreement.

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

“**Agreement**” means the Agreement For Waste Transportation And Transfer Station Operation And Maintenance Services between MIRA and Contractor, together with Exhibits A through L (inclusive) attached hereto and made a part hereof and any properly executed written amendments, modifications or supplements hereto.

“**Annual Fixed O&M Fee**” shall have the meaning set forth in Section 3.1.1 of the Agreement.

“**Applicable Laws**” means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, procedures, permits (including but not limited to 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.

“**As Is, Where Is Condition**” means the existing condition of the building and related equipment and improvements on the Commencement Date, including any hidden defects of any nature, known or unknown, with no representations, warranties, or guarantees whatsoever, express or implied, regarding the fitness, nature, and/or any other aspect or characteristic of the building and related equipment and improvements on the Commencement Date.

“**Bond**” shall mean the Performance Bond(s) or Letter of Credit(s) which are further defined in Section 10.16 of the Agreement.

“**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.

“**Business Day**” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday which is not a legal holiday observed by MIRA.

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

“**Commencement Date**” shall mean July 1, 2022

“**Commission**” shall mean the Connecticut Commission on Human Rights and Opportunities.

“**Contaminated Soil**” shall mean soil derived from fuel tank excavation, sludge residue, steel casting sands, metal wash-down residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by MIRA in its sole discretion to be Contaminated Soil.

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

“**Contractor’s Rolling Stock**” or “**Contractor’s Rolling Stock Equipment**” shall mean that specific Equipment identified as Contractor’s Rolling Stock in the Equipment Plan.

“**CRRA**” shall be a reference to the Connecticut Resources Recovery Authority, the predecessor of MIRA, which was succeeded by MIRA per Connecticut Public Act 14-94.

“**CSWS**” or “**Connecticut Solid Waste System**” shall mean the MIRA owned or leased pieces or parcels of real property located throughout the State of Connecticut upon which real property MIRA owns and operates certain solid waste management and/or disposal facilities constituting a solid waste management system including but not limited to, MIRA landfills, Transfer Stations, and MIRA trash-to-energy plants.

“**CSWS Transfer Stations**” shall mean MIRA’s Essex Transfer Station, Torrington Transfer Station, and Watertown Transfer Station.

“**CTDEEP**” or “**DEEP**” shall mean the Department of Energy and Environmental Protection of the State of Connecticut.

“**CTDEEP Permits**” or “**DEEP Permits**” shall mean those Permits identified as such in Exhibit J.

“**Designated Disposal Facility**” shall mean either MIRA’s Waste Processing Facility located at 300 Maxim Road in Hartford, Connecticut or Covanta’s Preston waste-to-energy Facility located at 124 Military Highway in Preston, Connecticut; as designated by MIRA.

“**Designated Recycling Facility**” shall mean the Murphy Road Recycling recycling facility located in Berlin, Connecticut or the Willimantic Waste recycling facility located in Willimantic, Connecticut as designated by MIRA.

“**Designated Transfer Station**” shall mean MIRA’s Essex Transfer Station as per the Preliminary Statement of the Agreement.

“**Effective Date**” shall mean the date the parties execute the Agreement.

“**EGF**” shall mean MIRA’s CSWS Resource Recovery Facility energy generating facility located at Reserve Road, Hartford, Connecticut.

**“Essex Transfer Station”** shall mean MIRA’s transfer station located at Town Dump Road in Essex, Connecticut including its real property, buildings, and other property.

**“Equipment”** shall mean all of the items listed in the Equipment Plan.

**“Equipment Plan”** shall mean the equipment plan including a listing of the Contractor’s Rolling Stock and detailing the equipment and machinery deemed necessary by the Contractor to perform the Services, with such plan attached to the Agreement as **Exhibit D**.

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

**“Ferrous Metals”** shall mean the magnetically recovered metals recovered from the Acceptable Solid Waste processed at the Facility.

**“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 MIRA in its sole discretion to be “Hazardous Waste.”

**“Hauler Agreement”** shall mean an agreement between MIRA and any 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.

**“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.

**“Mid-Connecticut”** in reference to a project or facility shall be a reference to the former Mid-Connecticut Project of the Connecticut Resources Recovery Authority, a lingering reference which may exist in certain permits or other documents to facilities that are now part of MIRA’s Connecticut Solid Waste System.

**“MIRA”** shall mean the Materials Innovation and Recycling Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State.

**“MIRA Diversion Contractors”** shall mean those contractors with whom MIRA has executed an agreement for on-call municipal solid waste diversion transportation and/or disposal work” who may be called upon if there is a disruption at the Facility that necessitates transportation and disposal of Acceptable Solid Waste outside the CSWS system.

**“Municipal Service Agreements”** shall mean the written agreements between MIRA and Connecticut municipalities and other governmental entities under which the Connecticut municipalities or governmental entities are authorized to deliver certain waste and recyclables to the CSWS System.

**“Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a municipal solid waste management services contract or made spot arrangements with MIRA for the processing and disposal of Acceptable Solid Waste and/or acceptable recyclables to the CSWS System.

**“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:

- (a) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
- (b) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in MIRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
- (c) Scrap/Light Weight Metals (as hereinafter defined);
- (d) Bathroom fixtures, such as toilets, bathtubs and sinks;
- (e) 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 MIRA on a day-to-day basis;
- (f) Christmas trees;
- (g) Automobile tires with/without rims, and
- (h) Any other Acceptable Solid Waste deemed by MIRA in its sole discretion to be Non-Processible Waste.

**“NOV” or “Notice of Violation”** shall have the meaning set forth in Section 2.1.9 of the Agreement.

**“Operation Problem or Shutdown”** shall mean a condition affecting a CSWS Transfer Station that prevents the Contractor from accepting and transporting a portion, or all as applicable, of Acceptable Solid Waste, Non-Processible Waste, and Acceptable Recyclables that Contractor is required to accept, process and transport at the effected CSWS Transfer Station under the Agreement.

**“Operations and Maintenance Plan and Safety Program Manual”** shall have the meaning set forth in Section 2.1.1 of the Agreement.

**“P&Z Permits”** shall have the meaning set forth in Section 2.3 of the Agreement.

**“Party” or “Parties”** shall mean, if singular, MIRA or the Contractor, and if plural, MIRA and the Contractor.

**“PBF”** shall mean MIRA’s Mid-Connecticut Resource Recovery Facility power block facility located at Reserve Road, Gate 20, in Hartford, Connecticut.

**“Permits”** means those permits, consents, licenses, approvals or authorizations required by any governmental body having jurisdiction over the CSWS Transfer Stations or Services hereunder.

**“Person”** means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, cooperative, unincorporated organization or government or any agency or political subdivision thereof formed by agreement or by filing any applicable instrument or document with any applicable government or government instrumentality, agency, board, commission, or department.

**“Pre-Commencement Activities”** shall have the meaning as set forth in Section 2.1.1 of the Agreement.

**“Pre-Existing Condition Inspection Report”** shall have the meaning as set forth in Section 2.1.1 of the Agreement as evidenced by the report attached to the Agreement as Exhibit G

**“Procedures”** shall mean MIRA’s Connecticut Solid Waste System Permitting, Disposal and Billing Procedures as amended from time to time at MIRA’s discretion attached hereto as Exhibit I.

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

**“Public Weigher’s License”** shall mean a license issued by the Connecticut Commissioner of Weights and Measures in accordance with CGS 43-16

**“Scrap/Light Weight Metals”** shall mean scrap steel parts, 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 MIRA for disposal, and cleaned and rinsed in accordance with all

Applicable Laws, and any other materials deemed by MIRA in its sole discretion to be Scrap/Light Weight Metals.

“**Services**” shall mean any services provided by Contractor under the Agreement as further defined in Article 2 of the Agreement.

“**Solid Waste**” shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewage system.

“**Special Waste**” shall mean materials that are suitable for delivery, at MIRA’s sole and absolute discretion, but which may require special handling and/or special approval by CTDEEP or another non-MIRA entity.

“**Standards**” shall mean the standards detailed in Section 2.1.4 herein.

“**State**” shall mean the State of Connecticut.

“**Term**” shall have the meaning set forth in Section 4 of the Agreement.

“**Third Party**” or “**Third Parties**” shall mean any Person who is not MIRA, the Contractor, an Affiliate, or any agent thereof.

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

“**Transportation Fees**” shall have the meaning set forth in Section 3.1.1 of the Agreement.

“**TS Compensation**” shall have the meaning set forth in Section 3.1.1 of the Agreement.

“**Unacceptable Recyclables**” shall include

- (a) Unacceptable Waste;
- (b) 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;
- (c) Any Solid Waste that is deemed by MIRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and

- (d) Any other waste deemed by MIRA in its sole discretion to be Unacceptable Recyclables.

**“Unacceptable Waste”** shall include

- (a) 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;
- (b) Any item of waste that is either smoldering or on fire;
- (c) 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;
- (d) 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;
- (e) Any Solid Waste that is deemed by MIRA 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
- (f) Any other waste deemed by MIRA 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 MIRA to deliver waste to any of the Facilities.

**“Uncontrollable Circumstances”** shall mean any event or condition, whether affecting the CSWS Transfer Stations, the MIRA System, MIRA or the Contractor that has, or may reasonably be expected to have, a material adverse effect on the Agreement or the CSWS

Transfer Stations if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or a lack of reasonable diligence, of the party (the “Non-Performing Party”) relying thereon as a justification for not performing any obligation or complying with any condition required of such party hereunder, for delaying such performance or compliance or for an adjustment to the TS Compensation and said event or condition continues notwithstanding the Non-Performing Party’s reasonable efforts to correct or eliminate such act or event thereof and the Non-Performing Party’s best efforts to minimize the cost consequences of such act or event. The following events shall, if they meet the requirements of the preceding sentence, constitute Uncontrollable Circumstances:

- (a) an act of God, storm, flood or similar occurrence (except for weather conditions normal for the area), landslide, earthquake, fire or other casualty, an act of general arrest or restraint of government and people, civil disturbance, terrorist act or similar occurrence;
- (b) the order or judgment of any federal, state or local court, Arbitrator, Arbitration Panel, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or lack of reasonable diligence of the Non-Performing party;
- (c) a Change In Law
- (d) the failure of the jurisdiction in which the CSWS Transfer Stations are situated or the appropriate federal or state agencies or public utilities having operational jurisdiction in the area of the CSWS Transfer Stations to provide and maintain all utilities, services, sewerage and water lines to the CSWS Transfer Stations;
- (e) a failure to obtain or maintain any essential permit or license from any governmental unit related to the CSWS Transfer Stations; or
- (f) strikes, work stoppage, secondary boycotts or walkouts, provided that a strike, work stoppage, secondary boycott or walkout by the employees of the Contractor or employees of the Affiliates of the Contractor, shall not be an Uncontrollable Circumstance.

The following events shall not constitute Uncontrollable Circumstances: (i) delivery of loads of Unacceptable Waste; (ii) scale malfunctions at the Designated Transfer Station; (iii) equipment malfunctions; (iv) violations of the delivery standards; (v) trailer switch outs; (vi) tractor/trailer malfunctions; (vii) hydraulic leaks; (viii) frozen or stuck loads of waste; and (ix) highway or road shutdowns.

“WPF” shall mean MIRA's Mid-Connecticut Waste Processing Facility located at 300 Maxim Road in Hartford, Connecticut, that consists of, but is not limited to, all buildings, structures,

foundations, equipment, conveyor materials, and improvements thereof utilized for the processing of Acceptable Solid Waste into RDF and the separation and removal of Ferrous Metals.

**“Week”** shall mean each successive, seven day period during the term of the Agreement, except that the first week shall begin on the Commencement Date and end at 00:00 hours military time on the Monday immediately following the Commencement Date, and each subsequent Week shall commence on Monday at 00:00 hours military time and end at 00:00 hours military time the immediately following Monday.

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

**“Work”** shall mean, for the purposes of Section 10.17, the Services.

## EXHIBIT B: SCOPE OF SERVICES

### 1 Introduction

Each MIRA transfer station is permitted under DEEP's Municipal Transfer Station General Permit the "General Permit"). The permit registration numbers for the transfer station is listed below:

<u>Facility</u>	<u>Registration Number</u>
Essex Transfer Station	05001125-MTSGP

The General Permit allows for the acceptance and management of many types of waste. MIRA limits waste acceptable for acceptance and management at its transfer stations to Municipal Solid Waste, Food/Beverage Containers and Plastic Containers, Paper/Cardboard, and Propane Tanks with Valves that are received incidentally. Specific management requirements for these wastes are provided in the following sections of Appendix II of the General Permit:

<u>Type of Waste Accepted and Managed</u>	<u>Section of Appendix II</u>
Municipal Solid Waste	K
Food/Beverage Containers and Plastic Containers	C
Paper/Cardboard	O
Propane Tanks with Valves	J4

### 2 SITE CUSTODY AND CONTROL UPON COMMENCEMENT

At the Commencement Date, contractor shall assume the care, custody, and control of the Designated Transfer Station and its real property [as delineated by the particular CSWS Transfer Station legal descriptions in Exhibit F] to enable it to manage, operate, and maintain the Designated Transfer Station, subject to the limitations set forth in Section 2.1.3 of the Agreement, including but not limited to the following responsibilities: repairs and replacements to building structure damage [including floor damage] caused by Contractor or its agents, exterior and interior building maintenance, lawn cutting, shoveling, litter control, and vector control, to ensure the smooth operation and maintenance of the Designated Transfer Station such that the Designated Transfer Station, at the termination of this Agreement, is in the same condition as at the Commencement Date.

### 3 WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES - OVERVIEW

Upon the Commencement date, Contractor shall assume care, custody, and control of the Designated Transfer Station or stations ("Designated Transfer Station"), subject to the limitations set forth in **Section 2.1.3** of the Agreement. Contractor shall be solely responsible for the cost and expense of providing all personnel, vehicles, fuel, materials, equipment, tools, parts, supplies, supervision, maintenance, repairs, insurance, bonds,

administrative services and all other items, including and in addition to that material, equipment and property provided by MIRA, necessary to perform the Services described herein, consistent with the physical layout, loading capabilities and operational requirements of the Designated Transfer Station.

Contractor shall provide the Services in accordance with the terms of this Agreement, all existing conditions, all applicable laws and regulations, including without limit, the Connecticut Department of Energy and Environmental Protection ("CTDEEP") Permits, existing contracts, and all applicable Federal, State and local statutes, rules, regulations, permits and guidelines, and the Operations And Maintenance Plan And Safety Program Manual submitted by Contractor and approved by MIRA.

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

Contractor shall use best efforts to perform the obligations of this Agreement and to achieve all operations, maintenance and transportation requirements including, when the occasion requires, temporarily extending the hours waste is transported from the Designated Transfer Station to the Facility, adding staff and modifying schedules, and expediting procurement and delivery of materials, equipment and vehicles.

#### **4 STAFFING**

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

Contractor is required to have sufficient operators and drivers on duty at the Designated Transfer Station during normal operating hours to move incoming and outgoing waste trucks in a manner to ensure that Acceptable Waste is not stored longer than is acceptable pursuant to the CT DEEP operating permits or local zoning permit.

#### **5 OPERATIONS AND MAINTENANCE PLAN AND SAFETY PROGRAM MANUAL**

As specified in Article 2.1.1 of the Agreement, as per the schedule negotiated with MIRA, prior to the Commencement Date, Contractor shall submit to MIRA an Operations And Maintenance Plan And Safety Program Manual [one document] for each Designated Transfer Station. The Operations And Maintenance Plan And Safety Program Manual shall be consistent with MIRA's Operations and Maintenance Plan as approved by the CT DEEP for the Designated Transfer Station. Any conflicts or inconsistencies

that may arise between Contractor's Operations And Maintenance Plan And Safety Program Manual and the O&M Plan associated with the General Permit, the O&M Plan associated with the General Permit shall prevail.

The Operations And Maintenance Plan And Safety Program Manual shall describe Contractor's staffing, training, operations guidelines and parameters, job descriptions for all positions, and Contractor reporting requirements for the Designated Transfer Station. The Operations And Maintenance Plan And Safety Program Manual shall include Contractor's plan for maintaining all vehicles, all Designated Transfer Station equipment, and all facilities and grounds. The Operations And Maintenance Plan And Safety Program Manual shall also include semi-annual and annual maintenance reports, and daily, weekly, and monthly reporting responsibilities of Contractor.

The Operations And Maintenance Plan And Safety Program Manual shall describe Contractor's contingency plans for access to additional waste transportation vehicles, front-end loaders, and other pieces of major equipment when such additional vehicles and equipment is needed during periods of high waste deliveries and/or when vehicles and equipment are out of service for maintenance.

As part of Contractor's Operations And Maintenance Plan And Safety Program Manual, Contractor shall keep as part of its records and make available to MIRA 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.

Contractor shall be responsible for managing all emergencies occurring on the Designated Transfer Station site(s) and notifying MIRA of any such emergencies pursuant to MIRA's Emergency Notification Procedures presented in Exhibit H of this Agreement. Such MIRA emergency notification procedures shall be incorporated into Contractor's Operation And Maintenance Plan And Safety Program Manual and may be amended from time to time. Contractor shall respond to emergencies as a key holder to all alarms and trouble conditions. The definition of "Emergency," as contemplated in this Scope of Services includes, but is not limited to, a fire, explosion, release of petroleum or hazardous substance (including tip floor water), equipment or vehicle accident, damage to buildings and other Designated Transfer Station structures, injuries to persons.

Contractor shall notify MIRA immediately of any injuries to persons and of all damage caused to any Designated Transfer Station, vehicles and equipment. Contractor shall replace MIRA 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.

The Proposer's proposed Operations And Maintenance Plan And Safety Program Manual shall be submitted to MIRA and shall be reviewed by MIRA. MIRA shall provide comments to Contractor that Contractor shall give good faith consideration for incorporation into the Operations And Maintenance Plan And Safety Program Manual.

Contractor shall advise MIRA in advance if it intends to make any material change(s) to the Operations And Maintenance Plan And Safety Program Manual.

## **6 WASTE MATERIALS MANAGEMENT**

### **6.1 Acceptable Waste and Acceptable Recyclables**

Contractor shall transport Acceptable Waste and Acceptable Recyclables from the Designated Transfer Station to only those sites designated by MIRA. Unless otherwise directed by MIRA, all Acceptable Waste transported by Contractor shall be disposed of at the WPF.

Contractor shall also transport Acceptable Recyclables from the Designated Transfer Station to a MIRA designated site. The Recycling Facility is expected to serve as the primary Acceptable Recyclables facility.

At its sole discretion, MIRA may identify additional waste streams or items that must be accepted for receipt and handling at the Designated Transfer Station.

When transporting the Acceptable Waste, Acceptable Recyclables, Non-Processible Waste and other materials, Contractor drivers shall use only major highways and roadways and shall not transport materials over secondary roads or residential streets.

Contractor shall perform waste management services, including but not limited to, the following:

- Accepting and managing all Acceptable Waste and Acceptable Recyclables received at the Designated Transfer Station;
- Maintaining regular communications with MIRA scale/enforcement personnel regarding the delivery of Unacceptable Waste so that MIRA may issue Notices of Violations to haulers as appropriate;
- Moving, pushing, and stacking Acceptable Waste on the Designated Transfer Station tip floor;
- Transporting stockpiled/stored Acceptable Waste using a first-in/first out protocol;
- Ensuring that Acceptable Waste never extends past the Designated Transfer Station receiving doors;
- Directing all arriving waste delivery vehicles in and out of the Designated Transfer Station doors;
- Directing Acceptable Recyclables for deposit into the appropriate containers;
- Clearing tipped waste away from the bay doors as quickly as possible to minimize hauler/vehicle wait times;

- When directed by MIRA, if the Mid-Connecticut RRF is in a diversion situation, reloading Acceptable Waste into vehicles owned or leased by MIRA's Diversion Contractor
- Reloading Acceptable Waste into Contractor owned or leased vehicles for the transportation of Acceptable Waste to the WPF.
- When needed, moving and staging on the Designated Transfer Station tipping floor filled trailers to prevent freezing during the winter months and/or to minimize odors;
- Assisting haulers with the removal of frozen loads from their vehicles when on the Designated Transfer Station tipping floor;
- When needed, assist in reloading rejected items back onto the vehicle of the hauler that delivered the rejected item.
- Performing necessary activities to prevent odors from emanating from the Designated Transfer Station, including tip floor and grounds sweeping activities and closing and securing all doors at the conclusion of transportation activities each day;
- Make best efforts to transport all Acceptable Waste and Acceptable Recyclables to the designated disposal site the same day received; and
- Cleaning all trailers after each delivery of Acceptable Waste and Acceptable Recyclables to the designated disposal site.
- Cleaning debris off of the MSW loadout scales and off of the recycling loadout area whenever needed and a minimum of once daily.
- Pick up wind-blown litter and debris at the site on a daily basis

Acceptable Waste and Acceptable Recyclables shall not be stored at the Designated Transfer Station for a period that conflicts with the Designated Transfer Station CTDEEP Operating Permits.

## **6.2 Non-Processible/Bulky Waste, Special Waste and Unacceptable Waste Management**

Contractor shall use best efforts to remove all Unacceptable Waste and Non-Processible Waste from the incoming waste stream. For Unacceptable Waste or Non-Processible Waste received from delivery vehicles rejected by Contractor, Contractor shall use best efforts to return such material to the hauler responsible for delivering it to the Designated Transfer Station. If the material cannot reasonably be returned to the delivering party, Contractor shall re-load the rejected waste onto Contractor-provided containers for transport and disposal by Contractor. The Contractor's selected disposal site shall be properly permitted for the disposal of such Non-Processible and Unacceptable Waste. MIRA shall pre-approve the Contractor's selected disposal site.

Contractor shall promptly notify MIRA scale/enforcement personnel of all deliveries of Unacceptable Waste and Special Waste received. MIRA scale/enforcement personnel shall be responsible for issuing Notices of Violation to

haulers who deliver Unacceptable Waste and other forms of non-permitted waste received at the Designated Transfer Station.

### **6.3 Loading Operations**

Contractor shall ensure that a sufficient number of tractors, trailers, and containers are available at all times for the transportation and disposal of Acceptable Waste, Acceptable Recyclables, Non-Processible/Bulky Waste, Special Waste and Unacceptable Waste.

When a trailer becomes full, Contractor shall immediately remove such trailer from the loading area, and cover such trailer with a tarp. Once the full trailer is removed, the Contractor shall immediately place an empty trailer on the loading site throughout the hours of operation, and as long as Acceptable Waste and Acceptable Recyclables remain at the Designated Transfer Station.

### **6.4 Tractor and Trailer Length**

In the performance of the services herein, the Contractor shall use tractors and trailers that when used in combination will not exceed the length of the outbound scale (approximately sixty (60) feet).

### **6.5 Inspections and Enforcement**

Acceptable Waste and Acceptable Recyclables delivered to the Designated Transfer Station must conform to the provisions of the Procedures. See Exhibit L, attached hereto and made a part hereof. Contractor shall operate the Designated Transfer Station in a manner that conforms to the provisions of the Procedures.

Contractor and MIRA shall inspect waste and recyclables delivered to the Designated Transfer Station to determine compliance with the delivery standards contained in the Procedures. MIRA shall have sole responsibility for issuing notices of violation (NOVs) and fines for the delivery of Non-Acceptable Waste. Contractor shall cooperate with and assist MIRA in those activities.

Contractor shall use best efforts to reject all non-conforming recyclables and/or waste in the incoming waste stream. For non-conforming recyclables and/or waste hauled to the Designated Transfer Station that is rejected, Contractor shall reload the rejected recyclables and/or waste, have it removed from the transfer station and disposed at a permitted site approved by MIRA. MIRA shall issue a Notice of Violation ("NOV") to all Haulers that deliver non-conforming recyclables and/or waste to the Designated Transfer Station on MIRA forms.

MIRA shall have the sole responsibility to enforce all provisions of the Municipal Service Agreements and Hauler Agreements against the municipalities and haulers, and MIRA shall exercise its enforcement powers against the municipalities and haulers at MIRA's sole and absolute discretion.

## 7 ROLLING STOCK MANAGEMENT

Contractor shall be responsible for providing, operating and maintaining all rolling stock which may include, but not be limited to, tractors, trailers, roll-off trucks and boxes, front-end loaders, skid loaders, sweepers, Contractor's Rolling Stock Equipment, and all other Contractor-owned and/or leased vehicles and equipment. If Contractor requires different, additional, or replacement vehicles or equipment at any time during the term of the Agreement, such different, additional and replacement vehicles or equipment shall be purchased or leased by Contractor at its sole cost and expense.

Contractor will ensure that all rolling stock used in the performance of the Service are of a sufficient design and properly maintained in order to prevent leakage of any waste materials. Contractor shall perform daily inspections of rolling stock and promptly repair any fuel, lubricant, or hydraulic oil leaks by replacing gaskets, rings, hoses, fittings, etc.

## 8 PARTS AND SUPPLIES

Contractor shall maintain an inventory or a source thereof, of consumable supplies required for the operation and maintenance of the Designated Transfer Station.

Contractor shall provide spare parts and back-up or replacement items as needed to assure continuous operation of all aspects of the Designated Transfer Station at all times as required to meet the operational requirements of the Designated Transfer Station.

Contractor shall also maintain an inventory of spare equipment or a source thereof, and miscellaneous equipment and spare parts for the maintenance of all mobile equipment. Such items shall include, but not be limited to, filters, hoses, cables, pumps, belts, spare tires, tracks, and mechanical parts as needed to keep all equipment maintained per the specifications and in good operating condition at all times. When mobile equipment is inoperable because of major or unscheduled maintenance for extended periods, Contractor shall provide necessary repairs, replacement or backup equipment as needed to minimize any disruption to normal operations of the Designated Transfer Station.

## 9 HOURS OF OPERATION

Currently the Designated Transfer Station scale hours of operation are:

Essex Transfer Station: Monday through Friday to accept Acceptable Waste and Acceptable Recyclables deliveries between 6:00am to 2:30pm. The Designated Transfer Station shall be closed on the following holidays; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, but will be open from 6:00am to 2:30pm the Saturday following each of those holidays. The Contractor shall observe the hours of operation noted by MIRA.

Contractor will use best efforts to accommodate the needs and requests of MIRA to expand delivery schedules beyond the above days and hours which requests result from high waste inventories, special events, adverse weather conditions, natural disasters, strikes or other emergency conditions disrupting the normal Acceptable Waste and Acceptable Recyclables collection schedule.

## **10 MAINTENANCE REQUIREMENTS**

Contractor shall maintain the Designated Transfer Station in the same condition as of the Commencement Date, and shall perform all work, repairs or replacement of any vehicles, equipment, facilities, improvements or other items at the Designated Transfer Station in accordance with the same or greater specifications of materials, equipment replacement, parts, supplies, and other components as of the Commencement Date.

Contractor shall maintain and repair all MIRA property, vehicles and equipment, in accordance with operating permits, standard industry practices, manufacturers' standards and warranties, and the Operation and Maintenance Plan developed by the Contractor and approved by MIRA. Contractor shall maintain accurate and complete records of all such maintenance and repair activities performed and shall make such records available to MIRA for inspection and audit with reasonable advance notice.

MIRA reserves the right to require the Contractor to perform capital and/or operating improvements or services not otherwise included in the Scope of Service. In such events, the Contractor shall be entitled to reasonable compensation for such additional improvements or service. The Contractor may not alter or modify any facilities without the written approval of MIRA. In reviewing any such request for approval, MIRA reserves the right to deny any such approval for any reason. MIRA reserves the right to perform capital and/or operating improvements or services at any Designated Transfer Station on its own behalf.

MIRA shall have the right to review and approve any and all repairs and replacements necessary in the performance of Services hereunder.

Contractor shall use best efforts to maintain all Designated Transfer Station structures, equipment and grounds, including when necessary, temporarily extending maintenance hours, adding staff and modifying schedules, and expediting procurement and delivery of equipment all at its own cost.

Contractor shall perform all daily maintenance on the Designated Transfer Station and waste transport vehicles to ensure they are in good and operable condition at all times.

Contractor shall replace any property found to be damaged due to loss, theft, abuse or due to the Contractor's failure to provide adequate repairs or to comply with the maintenance plan Contractor provides as part of its Operation And Maintenance Plan And Safety Program Manual.

Contractor shall be responsible for all items related to maintenance and repair (except for those items listed in **Section 2.1.10** of the Agreement), including but not limited to the following:

### 10.1 GROUNDS

- (a) Maintain pavements and roadways, including pothole and pavement cracking repair and replacement as needed.
- (b) Daily sweeping of site pavement, and street sweeping (at a minimum) once annually.
- (c) Paint traffic markings and speed bumps.
- (d) Maintain and replace as needed all site signage and safety markings, including permit sign, stop signs, speed limit signs, and warning signs.
- (e) Maintain and clean swales including the removal of sediment on an as needed basis.
- (f) Maintain, repair and replace site lighting, perimeter fencing and gates, bollards, and guard rails.
- (g) Contractor shall perform all grounds maintenance such as lawn mowing, and lawn and weed trimming and snow plowing and removal. Contractor shall be responsible for hand shoveling snow on and around the Designated Transfer Station scale as needed as well as hand shoveling other areas such as pedestrian walkways that can not be properly cleared with a snow plow.
- (h) Contractor shall remove litter and debris daily from the Designated Transfer Station property and adjoining property and roadways. Contractor shall incorporate into its Operation And Maintenance Plan And Safety Program Manual a plan describing how Contractor will control and eliminate litter on and adjacent to the Designated Transfer Station.
- (i) Contractor shall clean-up all spillage of incoming or outgoing waste and recyclables.
- (j) Contractor shall keep the Designated Transfer Station drains, trenches, sewer grates, traps, and gutters clean and free of debris.
- (k) Contractor shall maintain, at all times, a contract with a licensed pest control company for on-going extermination services for the Designated Transfer Station.

## 10.2 Fire Alarm and Heat Detectors and Other Safety Devices

- (a) Maintain fire alarms and heat detectors including inspection and testing of such equipment at least annually and reporting to MIRA the results of such testing and inspections.
- (b) Perform monthly inspections of the fire extinguishers and replace faulty extinguishers on an as needed basis. Such monthly inspections shall document the following written checklist items signed and dated by the Contractor employee performing the inspection:
  - (1) Identification number of the fire extinguisher, verify that it is there, properly mounted and accessible;
  - (2) Pin is sealed with plastic tie;
  - (3) Gauge is reading in the green area of the dial (correct pressure);
  - (4) Nozzle is not plugged;
  - (5) Extinguisher does not exhibit any signs of physical damage; and
  - (6) Employee performing inspection initials the inspection tag and dates it;

## 10.3 Structures and Scales

- (a) Maintain building exteriors (including the scale house exterior) including metal siding repair, masonry repair, repainting as needed (including the removal of graffiti);
- (b) Repair hopper and maintain structural integrity of hopper.
- (c) Maintain and repair the overhead doors. Overhead doors are to be operational at all times.
- (d) Cleaning of the scale house scale including the power washing of the scale and understructure, as needed but at least twice per year, scale pit cleaning and maintenance of the pit drainage system, hand shoveling of snow on and around the scale, keeping the scales from freezing, and replacement as needed of the rubber gasket (T-rubber stripping) to prevent intrusion of excessive amounts of debris in the scale pit.
- (e) Maintain and repair the load-out scales located inside the Designated Transfer Station;

Should Contractor fail to perform any of the required repair and maintenance activities associated with the Designated Transfer Station, MIRA reserves the right to have such repair and maintenance activities performed and to set-off the O&M Fees owed to Contractor for the costs associated with such MIRA arranged repairs and maintenance.

## 11 ENVIRONMENTAL SERVICES AND RECORDKEEPING

Contractor shall perform and document environmental inspections and maintain records associated with the stormwater discharge permits. Contractor shall also be responsible for daily, weekly, and monthly storm water inspections, and documentation of such inspections as prescribed in the Storm Water Pollution Prevention Plan (“SPPP”) associated with each Designated Transfer Station. Contractor shall be responsible for implementing the Best Management Practices (“BMP”) prescribed in the SPPP, including, but not limited to, appropriate housekeeping, the installation and maintenance of catch basin filters, and preventative maintenance activities. MIRA shall be responsible for the semi-annual Comprehensive Stormwater Inspections (“CSI”) and all stormwater discharge monitoring activities (i.e., sampling and analysis of stormwater outfalls in accordance with the SPPP). Contractor shall participate in CSI’s with MIRA, and shall implement, as necessary, any and all corrective action recommendations that result from each CSI.

Contractor shall ensure that the tanks, high level alarm systems, catch basins and other stormwater and wastewater conveyance equipment and structures listed in **Table 1** below are properly maintained. Necessary maintenance tasks include, but are not limited to, the following: removal of accumulated liquids, sludge, and solids on a periodic basis, and at a frequency so as to prevent releases to the environment, impact to stormwater quality, or illegal discharges. Regular (daily to weekly) cleaning of interior floor drains and collection trenches is required to ensure that all drains remain free flowing. Contractor shall ensure that all liquids, sludge or solids that are generated from these activities are transported to a properly licensed disposal facility, approved in advance by MIRA. For purposes of bidding, *Contractor is to assume all Waste Streams are Non-RCRA Hazardous Waste and Non-DOT Regulated.*

The number of tank pump-outs, tank cleanings, and sump cleanings, and the approximate quantities presented in Table 1 below are estimates based on historic data. MIRA makes no warranty or representation that these estimates accurately reflect future quantities of such materials, or frequency of tasks or cleaning requirements at the Designated Transfer Station. Quantities generated in the future, and the necessary frequency of these tasks, may be more or less than the amounts presented in Table 1 . Contractor shall be responsible for regularly monitoring the various tanks, sumps and catch basins and performing all tasks as often as necessary to maintain compliance with the SPPP, and to prevent overfills, regardless of the quantity of materials generated, or frequency of tank maintenance activity necessary.

**TABLE 1****Essex Transfer Station****Summary of Tanks and Discharge Maintenance****(Contractor shall maintain copies on-site of all manifests associated with pumpouts)**

<b>Domestic Sewage Discharge</b>	One 1,000 gallon domestic sewage tank which discharges to a leaching gallery. Domestic sewage tank pump-out: one time per year, 1,000 gallons per pump-out.
<b>Tip-Floor Drain Discharge</b>	One 5,000 gallon tank with a high-level alarm.  Liquids: Approximately 48,000 gallons are pumped out each year. This amount may be more or less. Twelve (12) pump-outs per year.  Solids: Two cleanouts per year; approximately 2,000 gallons per cleanout.
<b>Oil/Water, Sediment Separators</b>	One 1,000 gallon tank (oil/water sediment chamber). Clean a minimum of twice annually, as follows:  Remove all floatables, water, and settled solids from the separator with a vacuum truck, and ship off-site for proper disposal, minimum of two times per year, 1,000 gallons each cleanout. Re-fill oil/water separator with clean water from on-site tap.
<b>Catch Basin Sumps</b>	Eight (8) catch basin sumps. Remove grit accumulations. Two (2) cleanouts per year; approximately 100 gallons per sump, per cleanout.

## **12 VEHICLE PERMITTING**

Pursuant to the Procedures, all Contractor trucks, trailers, and containers used in the transportation of any waste stream shall be properly permitted to enter MIRA's waste disposal facilities.

## **13 PORTABLE RESTROOM FACILITY**

Contractor shall rent and clean and maintain a portable restroom for the Designated Transfer Station and cause such restroom to be available for use by the haulers who tip waste at the Designated Transfer Station.

## **14 SECURITY**

Contractor shall be responsible for Designated Transfer Station site security which may include, but not be limited to, engaging alarm systems and securing the property daily by closing and locking Designated Transfer Station doors and entry gates.

## **15 UTILITIES**

Contractor shall be responsible for the costs associated with electric, water, and sewer services at the Designated Transfer Station. MIRA shall be responsible for the telephone service charges as utilized by MIRA. If the Contractor requires a telephone line for the operation of any Contractor equipment, the Contractor is responsible for the cost of a separate telephone line, including all monthly charges, initial installation charges, and all other applicable costs and fees.

## **16 CONTRACTOR'S CONTINUING RESPONSIBILITY**

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

## **17 MIRA ACCESS**

MIRA reserves the right to enter the premises of any Designated Transfer Station at any time for any purpose.

## **18 ROAD SAFETY**

Contractor is solely responsible for any violations of any State of Connecticut or

municipal traffic laws or regulations, including without limitation, violations due to the Contractor's failure to provide adequate insurance, safety equipment, or repairs, and maintenance to such vehicles and equipment.

## **19 SCALES**

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

If the Designated Transfer Station scale becomes inoperable, MIRA shall estimate the quantity of Acceptable Waste and Acceptable Recyclables delivered to the Designated Transfer Station using stored vehicle tare weights and will keep records of such estimates. Such estimates will take the place of actual weight records during any scale outage.

## **20 CUSTOMER CARE**

MIRA and its employees are dedicated to providing its customers with excellent service. Contractor and its employees shall adhere to the same high standard of customer service. Contractor and its employees shall treat all MIRA customers delivering waste and recyclables to the Designated Transfer Station with the highest level of professionalism and courtesy. Customer complaints received by Contractor or its employees shall be forwarded to MIRA's Field Manager promptly but in no event later than within twenty-four hours. Contractor shall take appropriate disciplinary action, including termination, for any of its employees that fail to adhere to the highest level of customer service.

Contractor shall not give any preferential treatment to any hauler.

## **21 OTHER ACTIVITIES**

Contractor shall not conduct, or allow others to conduct, any activity at the Designated Transfer Station not specifically approved and authorized by MIRA in writing.

Contractor shall not use MIRA's property and/or structures for any other activity unrelated to Contractor's obligations to perform the Services under this Agreement.

# EXHIBIT C: COMPENSATION SCHEDULE

## 1. OVERVIEW

This Compensation Schedule is comprised of two parts:

- Annual Fixed O&M Fee (Section 2 of this Exhibit C).
- Per ton Transportation Fees (Section 3 of this Exhibit C) for transporting Acceptable Waste and Acceptable Recyclables from the Essex Transfer Station to the Designated Solid Waste Facility and Designated Recycling Facility, respectively, and a per ton transportation and disposal price for Non-processible/Bulky Waste/Unacceptable Waste disposed of at a Contractor Designated and MIRA approved bulky waste facility properly licensed and permitted to accept such materials.

## 2. ANNUAL FIXED O&M FEE

### 2.1 Designated Transfer Station O&M Fee

For the Services associated with the Designated Transfer Station, MIRA shall pay Contractor, in the manner provided in the Agreement, an Annual Fixed O&M Fee each Fiscal Year as follows:

Fiscal Year	O&M Fee
Fiscal Year 2023 (July 1 2022 – June 30, 2023)	\$780,000
Fiscal Year 2024 (July 1 2023 – June 30, 2024)	\$803,400
Fiscal Year 2025 (July 1 2024 – June 30, 2025)	\$827,502
Fiscal Year 2026 (July 1 2025 – June 30, 2026)	\$852,327
Fiscal Year 2027 (July 1 2026 – June 30, 2027)	\$877,897

## 3. Transportation Fees

### 3.1 Acceptable Waste, Acceptable Recyclables, and Non-Processible/Bulky/Unacceptable Waste Transportation Fees

For the Services associated with transporting Acceptable Waste and Acceptable Recyclables from the Designated Transfer Station to the CSWS Resource Recovery Facility and CSWS Regional Recycling Facility, MIRA shall pay Contractor, in the manner provided in the Agreement, a Transportation Fee for each ton transported adjusted annually as provided in section 2 and section 3 below. The Transportation Fee (“TF”) will be adjusted in two parts. The TF will be separated into a non-fuel based portion (“TF<sub>non-fuel</sub>”) and a diesel fuel based portion (“TF<sub>fuel</sub>”) based on the following formula:

$$TF_{\text{non-fuel}} = 0.85 \times TF_{\text{orig}}$$

$$TF_{\text{basefuel}} = 0.15 \times TF_{\text{orig}}$$

where  $TF_{\text{orig}}$  is the Transportation Fee in effect on July 1, 2018.

### 3.1.1 Annual Non-Fuel Adjustment

For each fiscal year (the consecutive 12 month period beginning July 1) of the Term after the first fiscal year (each a “New Fiscal Year”), the  $TF_{\text{non-fuel}}$  portion set forth in Subsection 1 shall be adjusted annually to reflect the difference in the Consumer Price Index (“CPI”) value for Series ID CUURX100SAO as published by the U.S. Department of Labor, Bureau of Labor Statistics (All items in Northeast urban - Size Class B/C, all urban consumers, not seasonally adjusted) between the CPI index value at the start of the first Fiscal Year of the Agreement (i.e. July 2018) compared annually to the index value for the June immediately preceding the New Fiscal Year (e.g. For the Fiscal Year starting July 1, 2024, the annual  $TF_{\text{non-fuel}}$  adjustment would be based on the difference between the CPI value for July 2018 and the CPI value for June 2024).

$$TF_{\text{non-fuel}} = TF_{\text{non-fuel base}} \times ((CPI_{\text{priorend}} - CPI_{\text{base}})/CPI_{\text{base}})$$

where  $TF_{\text{non-fuel base}}$  is the  $TF_{\text{non-fuel}}$  at the start of the first fiscal year of the Agreement (July 1, 2018);  $CPI_n$  is, for any Operating Year, CPI for the month of June immediately preceding such Operating Year; and “ $CPI_{n-1}$ ” is, for any Operating Year, CPI for the month of June immediately preceding the Operating Year that immediately precedes such Operating Year.

### 3.1.2 Fuel Adjustment

The  $TF_{\text{fuel}}$  portion set forth in Subsection 1 shall be adjusted monthly based on the following formula to reflect the change in the Northeast Urban Automotive Diesel Fuel (Series ID Number APU010074717) as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics from those in effect July 2018 (“BLS Fuel Price”).

$$TF_{\text{fuelnew}} = TF_{\text{fuelbase}} \times (FP_{\text{new}}/FP_{\text{base}})$$

where  $TF_{\text{fuelnew}}$  is the fuel-based portion of the transportation fee (as specified in Section 3.1) that will be in effect during any month of the Term;  $TF_{\text{fuelbase}}$  is the fuel-based portion of the Transportation Fee (as specified in Section 3.1) that was in effect starting July 1, 2018;  $FP_{\text{new}}$  is the BLS Fuel Price for the respective month; and  $FP_{\text{base}}$  is the BLS Fuel Price on July 1, 2018.

**TABLE 3A - TRANSPORTATION FEES FOR MSW from Essex Transfer Station**

<b>Fiscal Year</b>	<b>Transportation Price to Covanta Preston</b>	<b>Transportation Price to MIRA WPF in Hartford</b>
Fiscal Year 2023 (July 1 2022 – June 30, 2023)	\$15.00	\$15.00
Fiscal Year 2024 (July 1 2023 – June 30, 2024)	\$15.45	\$15.45
Fiscal Year 2025 (July 1 2024 – June 30, 2025)	\$15.91	\$15.91
Fiscal Year 2026 (July 1 2025 – June 30, 2026)	\$16.39	\$16.39
Fiscal Year 2027 (July 1 2026 – June 30, 2027)	\$16.88	\$16.88

**TABLE 3B - TRANSPORTATION FEES FOR ACCEPTABLE RECYCLABLES from Essex Transfer Station**

<b>Fiscal Year</b>	<b>Transportation Price to Berlin CT</b>	<b>Transportation Price to Willimantic CT</b>
Fiscal Year 2023 (July 1 2022 – June 30, 2023)	\$30.00	\$40.00
Fiscal Year 2024 (July 1 2023 – June 30, 2024)	\$30.90	\$41.20
Fiscal Year 2025 (July 1 2024 – June 30, 2025)	\$31.83	\$42.44
Fiscal Year 2026 (July 1 2025 – June 30, 2026)	\$32.78	\$43.71
Fiscal Year 2027 (July 1 2026 – June 30, 2027)	\$33.76	\$45.02

## EXHIBIT D EQUIPMENT PLAN

Attached hereto and make part hereof this Exhibit D are the following documents finalized during the Pre-Commencement Activities specified in Article 2.1.1 of the Agreement:

- The Equipment Plan, as specified in Article 2.1.1 of the Agreement will be added to the Final Agreement upon completion will be added as Exhibit D1.

# PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal  
Place of Business):

OWNER (Name and Address):

Materials Innovation and Recycling Authority  
200 Corporate Place, Suite 202  
Rocky Hill, Connecticut 06067

## AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES

Date:

Amount:

Description (Name and Location):

Essex Transfer Station  
Dump Road  
Essex, Connecticut, 06426

BOND: Performance

Date:

Amount:

### TERMS AND CONDITIONS

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the AGREEMENT FOR WASTE TRANSPORTATION AND TRANSFER STATION OPERATION AND MAINTENANCE SERVICES (the "Agreement"), the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.

2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
  - 4.2. Undertake to perform and complete the Agreement itself, through its agents or through independent contractors acceptable to the Owner; 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 acceptable to the Owner 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 therefore to the Owner; or

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

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
- 6.2. Additional legal and delay costs resulting from the Contractor's Default, as well as additional legal and delay costs resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages as defined in the Agreement caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

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

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

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_

Company:

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

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

Its

Its

# LETTER OF CREDIT

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

Irrevocable Standby Letter Issuance Date: \_\_\_\_\_, 20\_\_  
of Credit No.

Beneficiary: Expiration Date: \_\_\_\_\_, 20\_\_

Materials Innovation and Recycling Authority  
200 Corporate Place, suite 202  
Rocky Hill, CT 06067

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_ in favor of the "Beneficiary", Materials Innovation and Recycling Authority, at the request and for the account of [Contractor\_name and address], for the sum or sums up to the aggregate amount of [ ] \_\_\_\_\_ available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on \_\_\_\_\_, 200\_\_ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. \_\_\_\_."

Drafts must be accompanied by a certified statement from the Beneficiary that [Contractor\_name] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For Waste Transportation And Transfer Station Operation And Maintenance Services between [Contractor\_name] and Beneficiary, dated as of \_\_\_\_\_, 2022.

Partial drawings hereunder are permitted.

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

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

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [name of the issuing Connecticut Bank or National Banking Association] under this Letter of Credit is the individual obligation of [name of the issuing Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

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

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

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

Very truly yours,

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

# EXHIBIT F

## PROPERTY DESCRIPTIONS

The following documents are included herein this Exhibit F

- Exhibit F1: Legal Description of Essex Transfer Station
- Exhibit F2: Transfer Station Diagram

**ESSEX TRANSFER STATION  
BOUNDARIES DESCRIPTION**

A certain piece or parcel of land together with all appurtenances thereto situated in the Town of Essex, County of Middlesex and State of Connecticut and being shown and designated on a certain map or plan entitled "CONNECTICUT RESOURCES RECOVERY AUTHORITY ESSEX RECYCLING TRANSFER STATION ESSEX, CONN. Date 3-3-93 SITE LAYOUT PLAN SCALE 1" = 40'-0" Project NO. 93-0004-05 REV 1 DATE 3-18-93 Leach Field Removal Holding Tank Inclusive, REV 2 DATE 4-1-93 Issued for Bid, REV 3 10-15-93 Issued for Construct. (Wall Coordinate) REV 4 DATE 12-13-93 Property Line Meets & Bounds, REV 5 DATE 7-14-95 AS-BUILT, SHEET NO. C-1" (the "Map"), which Map will be recorded on the Land Records of the Town of Essex, Connecticut. Said piece or parcel of land is more particularly bounded and described as flows:

Commencing at a point in the northerly street line of Dump Road, as shown on the Map, which point marks the southern most point of the premises herein described; Thence running N 23° 48' 33" E, a distance of 222.00 feet to a point ; Thence running N 11° 11' 27" W, a distance of 175 .00 feet to a point; Thence running N 48° 42' 41" W, a distance of 258.69 feet to a point; Thence running N 73° 48' 37" W, a distance of 145.03 feet to a point, which point marks the northern most point of the premises herein described; Thence running S 48° 45' 01" W, a distance of 56.95 feet to a point; Thence running S 10° 41' 22" W, a distance of 135.62 feet to a point marked by an iron pin, as shown on the Map; Thence running S 73° 48' 37" E, a distance of 92.23 feet to a point; Thence S 26° 11' 23" W, a distance of 245.00 feet to a point; Thence running S 08° 48' 37" E, a distance of 35.00 feet to a point; Thence running S 65° 18' 37" E, a distance of 235.55 feet to a point; Thence running Southeasterly along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 15° 52' 50", a distance of 99.78 feet to a point in the northerly street line of Dump Road, as shown on the Map; Thence running S 81° 11' 27" E along the northerly street line of Dump Road, as shown on the Map, a distance of 51.52 feet to the point and place of beginning.

TOGETHER WITH any and all rights of way and easements as of record appear, including a certain right of way being shown and designated as "Right-of-Way To Be Acquired From The Town Of Essex" on a certain map or plan entitled "LAND TO BE ACQUIRED BY Connecticut Resources Recovery Authority From The Town of Essex DATE 10-8-86 FLD. BK. 463 PROJECT 85-253A SCALE: HOR. 1 IN. = 40 FT. FUSS & O'NEILL inc. consulting engineers, MANCHESTER, CONNECTICUT SHEET NO. 1 OF 1", which map or plan is recorded on the Land Records of the Town of Essex, Connecticut.

**PROJECT NO. SHEET NO. C-1**  
**SCALE**  
**SITE LAYOUT PLAN**

DATE: 1-2-83  
 APPROVED BY: [Signature]  
 DRAWN BY: [Signature]  
**ESSEX RECYCLING TRANSFER STATION ESSEX, CONN.**

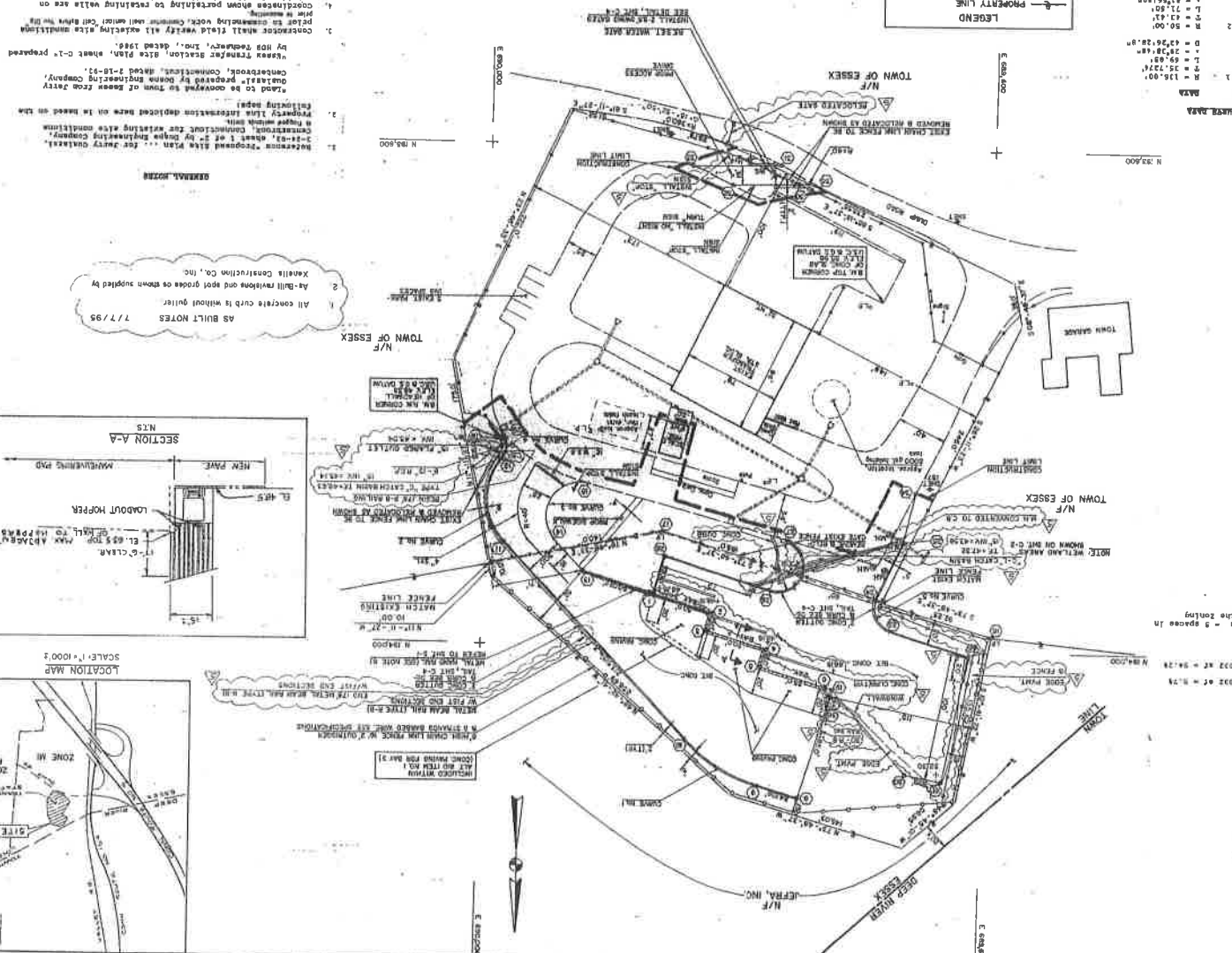
**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

FOA SERVICES, INC.  
 A SERVICE OF ESSEX, INC.  
 ENGINEERING ARCHITECTURE

1. Contractor shall notify all pertinent utility companies and obtain all necessary permits for installation and operation of the transfer station.
2. Contractor shall provide all necessary site preparation, including clearing, grading, and erosion control measures.
3. Contractor shall install and maintain all necessary safety fencing and signage throughout the site.
4. Contractor shall provide all necessary site access and egress points for trucks and other vehicles.
5. Contractor shall provide all necessary site lighting and security measures.
6. Contractor shall provide all necessary site drainage and stormwater management measures.
7. Contractor shall provide all necessary site utility and service connections.
8. Contractor shall provide all necessary site maintenance and repair measures.
9. Contractor shall provide all necessary site cleanup and restoration measures.
10. The Contractor shall be responsible for the property tax (E), unless otherwise indicated on this plan.

**SECTION A-A**  
 MEASUREMENTS AND  
 LOADOUT HOPPER  
 EL. 65.5 TOP MAIN APPARATUS  
 EL. 65.0 TOP HOPPER

**LOCATION MAP**  
 SCALE: 1" = 1000'  
 ZONE M1



**LEGEND**

- PROPERTY LINE
- CONTRACTED PARCEL BOUNDARY
- COMPARATIVE NUMBER
- IRON PIPE
- CATCH BASIN & PIPE
- LB LIGHT POLE
- MAIL MANHOLE
- CHAIN LINK FENCE (PROB)
- WOOD WATER DATE
- HYD. HYDANT
- SYL. SOLID YELLOW LINE
- W.B. WHITE STOP BAR

**CURVE NO. 1**

R	50.00
L	131.00
T	55.274
L	69.491
L	287.148
D	426.28.9

**CURVE NO. 2**

R	50.00
L	131.00
T	55.274
L	69.491
L	287.148
D	426.28.9

**CURVE NO. 3**

R	20.00
L	100.00
T	20.00
L	100.00
D	20.00

**CURVE NO. 4**

R	10.00
L	50.00
T	10.00
L	50.00
D	10.00

**CURVE NO. 5**

R	10.00
L	50.00
T	10.00
L	50.00
D	10.00

**AREA SCHEDULE**

NO.	AREA
1	100.00
2	200.00
3	300.00
4	400.00
5	500.00
6	600.00
7	700.00
8	800.00
9	900.00
10	1000.00
11	1100.00
12	1200.00
13	1300.00
14	1400.00
15	1500.00
16	1600.00
17	1700.00
18	1800.00
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23	2300.00
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25	2500.00
26	2600.00
27	2700.00
28	2800.00
29	2900.00
30	3000.00
31	3100.00
32	3200.00
33	3300.00
34	3400.00
35	3500.00
36	3600.00
37	3700.00
38	3800.00
39	3900.00
40	4000.00
41	4100.00
42	4200.00
43	4300.00
44	4400.00
45	4500.00
46	4600.00
47	4700.00
48	4800.00
49	4900.00
50	5000.00

AS-BUILT

**OWNER:** Town of Essex  
 90 NORTH ST  
 HARTFORD, CT

**APPLICANT:** 375 ALLEN STREET  
 HARTFORD, CT

**ENGINEER:** [Signature]  
 HARTFORD, CT

**DATE:** 1-2-83

## EXHIBIT G: PRE-EXISTING CONDITION INSPECTION REPORT

Prior to the Commencement Date of the Agreement MIRA together with Contractor performed a physical inspection of the Designated Transfer Station to identify pre-existing maintenance and/or repair activities, if any, Contractor shall not be responsible for performing. MIRA and Contractor identified the following items for which Contractor shall not be responsible for repairing:

FOR TRANSFER STATION: \_\_\_\_\_

Item 1: \_\_\_\_\_

Description of maintenance/repair activity to be performed by MIRA: \_\_\_\_\_

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

Item 2: \_\_\_\_\_

Description of maintenance/repair activity to be performed by MIRA: \_\_\_\_\_

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

Item 3: \_\_\_\_\_

Description of maintenance/repair activity to be performed by MIRA: \_\_\_\_\_

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

Item 4: \_\_\_\_\_

Description of maintenance/repair activity to be performed by MIRA: \_\_\_\_\_

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

Upon the completion by MIRA of the maintenance and/or repair activities described above, MIRA shall issue to Contractor a letter verifying the completion of the work. Upon receipt of a letter confirming MIRA's completion of a maintenance and/or repair activity(ies), Contractor shall, from the date set forth in the letter issued by MIRA through the remaining Term of the Agreement and any extensions thereof, be responsible for any future maintenance and repair activities for those items identified above and repaired by MIRA.

## **EXHIBIT H: EMERGENCY REPORTING PROCEDURE**

Attached hereto and incorporated herein this Exhibit H is MIRA's Emergency Reporting Procedure.



## EMERGENCY REPORTING PROCEDURE

### FINANCE AND ACCOUNTING INTERNAL MANAGEMENT PROCEDURE NO. F&A 221

#### 1. GUIDING PRINCIPLE

To ensure effective and consistent reporting the Materials Innovation and Recycling Authority (MIRA) has defined procedures for making emergency notifications regarding significant property damage incidents. (See Section 3 below for the relationship between this Internal Management Procedure and the Emergency Communications Internal Management Procedure (COM 705).)

#### 2. PROCEDURES

On occasion MIRA employees will encounter situations that require immediate corrective action. These circumstances could include significant fires, major water damage caused by pipe leaks, explosions and fire protection impairments.

Some incidents require emergency action and employees must use discretion in determining what constitutes an emergency and what can wait for reporting during normal business hours and/or through the Risk Manager.

If it is determined that an emergency exists, employees should use the Emergency Reporting Telephone Lists included herein. The lists will be updated semi-annually by the Risk Manager or Legal Director. MIRA employees who have reporting responsibilities pursuant to this Internal Management Procedure and who have been provided a cell phone by MIRA are required to program into their cell phones the telephone numbers on the Emergency Reporting Telephone Lists. MIRA employees who have reporting responsibilities pursuant to this Internal Management Procedure and who have not been provided a cell phone by MIRA are encouraged to program into their personal cell phones, if they have one, the telephone numbers on the Emergency Reporting Telephone Lists.

After all verbal notifications have been completed; an Incident Report **Form F&A 222.1** must be prepared and faxed to the Risk Manager.

### 3. RELATIONSHIP TO OTHER POLICIES AND PROCEDURES

This Internal Management Procedure does not supersede MIRA's Emergency Communications Internal Management Procedure (COM 705). The reporting and other requirements contained in this Internal Management Procedure are separate from the requirements and responsibilities specified in the Emergency Communications Internal Management Procedure.

---

**Note:** *This MIRA IMP F&A221 replaces CRRA Policy & Procedure F&A221*

#### **ORIGINAL**

Prepared by: Thomas Edstrom  
Approved by: Mark Daley, Chief Financial Officer  
Effective Date: December 1, 2017

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#### **Revision 1**

Prepared by: Peter Egan  
Approved by: Mark Daley, Chief Financial Officer  
Effective Date: February 16, 2022

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# CSWS TRANSFER STATIONS (ESSEX, TORRINGTON AND WATERTOWN CT)

## 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 MIRA office hours and continuing over a 24-hour period.

Fires or other physical damage incidents must be reported as follows:

1. Transfer Station personnel contact:

MIRA Staff Member	Contact Info.	Type
Thomas Gaffey, Enforcement/Recycling Director	(860) 757-7735	Office
	(860) 922-6189	Cell
George Carlson, Facilities Manager	(860) 757-7782	Office
	(860) 729-0081	Cell

2. MIRA Facilities Personnel contacts each of the following:

MIRA Staff Member	Contact Info.	Type
Peter Egan, Director of Operations and Environmental Affairs	(860) 757-7725	Office
	(860) 305-2946	Cell
	<a href="mailto:pegan@ctmira.org">pegan@ctmira.org</a>	E-Mail
Laurie Hunt, Legal Director *	(860) 757-7749	Office
	<a href="mailto:tedstrom@ctmira.org">tedstrom@ctmira.org</a>	E-Mail

\* **If Laurie Hunt is not available**, MIRA Operations Personnel shall call or E-mail at least one of the following:

Person	Contact Info.	Type
Maryann Johnson Brown and Brown Insurance	(609) 221-9126	Mobile
	<a href="mailto:maryann.johnson@bbrown.com">maryann.johnson@bbrown.com</a>	E-mail
<b>OR</b>		
Mary Leighton Brown and Brown Insurance	(617) 290-0937	Mobile
	<a href="mailto:mleighton@beechercarlson.com">mleighton@beechercarlson.com</a>	E-mail

## **PERMITTING, DISPOSAL AND BILLING PROCEDURES**

Attached hereto and incorporated herein this Exhibit I are the Connecticut Solid Waste system Permitting, Disposal And Billing Procedures.



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

Effective January 20, 2021

**MATERIALS INNOVATION AND RECYCLING 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 MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) **“Authority”** or **“MIRA”** shall mean the MATERIALS INNOVATION AND RECYCLING 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 MIRA 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 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. 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. Lids are acceptable on #5 plastics as long as they are not attached. Examples of acceptable food grade # 5 plastics are sour cream, cottage cheese and butter/margarine tubs and lids. Examples of remaining #3 through #7 include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers and yogurt containers. 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, soup 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 MIRA 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 MIRA, any company/entity contracted or authorized by MIRA to operate and maintain one or more Facilities.
- (k) **“Effective Date”** shall mean January 20, 2021.
- (l) **“Facility”** shall mean MIRA’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) **“Guaranty of Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement”** shall mean an agreement between MIRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation 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 MIRA in its sole discretion to be “Hazardous Waste.”
- (q) **“Mixed Load”** shall mean Solid Waste or recycling from more than one municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.

- (r) **“Municipal Solid Waste Management Services Agreement”** or **“MSA”** shall mean the Agreement between MIRA 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.
- (s) **“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 MIRA’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 MIRA on a day-to-day basis;
  - (6) Christmas trees;
  - (7) Automobile tires with/without rims, and
  - (8) Any other Acceptable Solid Waste deemed by MIRA in its sole discretion to be Non-Processible Waste.
- (t) **“Non-MIRA 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.

- (u) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with MIRA for the operation of any of the Facilities.
- (v) **“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. 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.
  - (3) Office paper or high-grade paper, including all loose 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).
  - (4) 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.
- (w) **“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 MIRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the MIRA web site (<http://www.ctmira.org>) for a list of Participating Municipalities for solid waste services and a list of Participating Municipalities for recycling services.
- (x) **“Permit Application”** has the meaning set forth in Section 2.1.

- (y) **“Permit Number”** shall mean the vehicle identification number assigned by MIRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (z) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to MIRA and have been authorized to use the Facilities by MIRA.
- (aa) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (bb) **“Recycling Facility”** shall mean MIRA’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-MIRA 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 MIRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-MIRA 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 MIRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by MIRA 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 MIRA’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 MIRA 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; stones; syringes;; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA in its sole discretion to be White Metals.

## 1.2 Preamble

These procedures amend and supercede in their entirety the Connecticut Solid Waste System Permitting, Disposal and Billing Procedures. These procedures may be further amended by MIRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact MIRA 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 MIRA’s website at [www.MIRA.org](http://www.MIRA.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) MIRA 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) Except as otherwise set forth in Section 2.5 below, 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 MIRA 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 MIRA as attachments to the permit application, the following:

- (6) A "Hauler Agreement"

- (7) A Guaranty of Payment in the form and amount acceptable to MIRA 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 MIRA at MIRA'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 MIRA.
- (b) Pursuant to the submission of a Permit Application to MIRA, each applicant and Permittee hereby agrees to cooperate with MIRA or MIRA'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 MIRA or MIRA'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 MIRA 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, MIRA 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 MIRA pursuant to subsection (a) above. MIRA 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 MIRA 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 MIRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by MIRA, Permittee shall immediately submit to MIRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3. At its sole and absolute discretion, MIRA may reduce a Permittee's Guaranty of Payment amount to no less than one (1) month's waste

disposal charges provided that the Permittee has maintained an excellent payment history as determined by MIRA, and MIRA may subsequently increase the Guaranty of Payment amount to two (2) months of waste disposal charges for any Permittee who's excellent payment history has degraded, as determined by MIRA.

(d) If Permittee fails to comply with any of the requirements of this Section 2.3, MIRA 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, MIRA 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 MIRA, applicant has paid to MIRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to MIRA, then MIRA 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 MIRA;
  - (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 MIRA; 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 MIRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to MIRA a renewal permit application within twenty (20) days before the end of each fiscal year. MIRA 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 MIRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, MIRA 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 (which may be extended at MIRA's sole and absolute discretion) 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 Short-Term Customers

- (a) The Authority may grant short term use of the Facilities on an expedited basis 1) to any Permittee for the delivery of Spot Waste (as defined below) or 2) any Waste Hauler or Private / Non-Commercial Hauler that is not permitted pursuant to Sections 2.1 through 2.4 hereof (hereinafter, in either case, "Short-Term Customer"), under the following circumstances:
  - (1) The Authority has determined that forecasted deliveries of Acceptable Solid Waste are not sufficient for its then desired optimal operation of the Facilities (hereinafter a "Fuel Shortage"); and
  - (2) The Authority has identified Short-Term Customer(s) willing and able to deliver Acceptable Solid Waste not otherwise committed to the Authority pursuant to a MSA, Hauler Agreement or otherwise ("Spot Waste") in quantities and frequencies sufficient to alleviate such Fuel Shortage.
- (b) To expedite the delivery of such waste under such circumstances by a Short-Term Customer that is a Permittee, the Authority shall document written acknowledgement from the Permittee of the terms and conditions of such waste deliveries in a form acceptable to the Authority and further may in its sole and absolute discretion:
  - (1) Waive additional or increased Guaranty of Payment requirements attributable to such waste and otherwise due under Section 2.3 hereof; and
  - (2) Accommodate reasonable Account or permit modifications requested by the Permittee in writing, or required by the Authority, and necessary to facilitate billing and payment for such waste deliveries under criteria established by the Authority.
- (c) Except as provided below, no delivery of waste to the Facility by a Short-Term Customer that is not a Permittee may commence until such time as the Authority has received written acknowledgement from such Short-Term Customer of the

terms and conditions of such waste deliveries in a form acceptable to the Authority and a properly completed and executed Short-Term Access Application in a form acceptable to the Authority acknowledging such Short-Term Customer's acceptance of the obligations set forth in these procedures, as applicable, together with:

- (1) The identification of each vehicle owned, leased or operated by the Short-Term Customer and to be used for deliveries to the Facilities;
- (2) Payment in advance for anticipated waste disposal fees, at frequency and amount to be determined with acknowledgement of terms and conditions;
- (3) Certificates of insurance evidencing satisfaction of the insurance requirements set forth in Section 3.1 hereof;
- (4) Any other document required by MIRA at MIRA's sole and absolute discretion.

The President in his sole and absolute discretion may waive the requirement for either or both of items 2.5 (C) 1 and 2 above for a period not to exceed two business days. Upon satisfactory completion of the Short-Term Access Application, the Authority shall issue vehicle decals pursuant to Section 2.4 hereof.

## **2.6 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 MIRA.
- (b) After the initial tare weights have been obtained, MIRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with MIRA 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 MIRA at its sole and absolute discretion.
- (d) At the direction of MIRA or MIRA'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.

## **2.7 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 MIRA 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 MIRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give MIRA 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.

## **2.8 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**

- (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 MIRA 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. MIRA, 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 MIRA 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 MIRA's Risk Manager at Fax No. 860-757-7740, e-mail [riskmanager@ctmira.org](mailto:riskmanager@ctmira.org) or by correspondence to MIRA, 200 Corporate Place, Suite 202, Rocky Hill, CT 06067 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 MIRA 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 MIRA.
- (f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to MIRA 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 MIRA 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 MIRA 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) MIRA 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.

### **3.2 Indemnification**

Permittee shall at all times defend, indemnify and hold harmless MIRA, 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) MIRA, 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 MIRA for damage to property of MIRA 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 MIRA in its sole discretion.

- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by MIRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by MIRA. 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 MIRA 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 MIRA. 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 MIRA 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 MIRA. 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 MIRA 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) MIRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that MIRA may require.
- (g) MIRA may accept Recycling Residue from a Non-MIRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that MIRA 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 MIRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by MIRA.

#### **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**

MIRA, 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 MIRA 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 MIRA's Billing Department at 860-757-7700 or visiting MIRA's website at [www.MIRA.org/pages/busi\\_mc\\_hours.htm](http://www.MIRA.org/pages/busi_mc_hours.htm).
- (b) MIRA 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 MIRA. 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. Any vehicle that contains loads with both Acceptable Solid Waste and Acceptable Recycling will only be allowed to deliver the recycling portion of the load if and only if, the recycling is not contaminated by the solid waste, including contamination from liquids that flow from the solid waste side of the load to the recycling side of the load.
- (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 MIRA or its agent prior to, during, and/or after unloading.
- (b) MIRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (c) All scales will be operated on a “first-come, first served” basis except that MIRA 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 MIRA 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.
- (d) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (e) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (f) 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. Once in position to tip the load, driver shall wait for instructions from the inspector prior to tipping and only proceed when directed to tip.
- (g) Unacceptable Waste, Special Waste and any material which MIRA 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 MIRA has determined should be rejected is delivered to any of the Facilities, MIRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected back on to the offending vehicle. In connection therewith, MIRA 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). MIRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. MIRA 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 MIRA has determined should be rejected, MIRA may
  - (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected and made recommendations, and/or

- (2) Take whatever corrective action MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA 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 MIRA'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 MIRA 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 MIRA, 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, MIRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from MIRA.
- (ee) Other procedures for the Facilities may be promulgated over time by MIRA 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. At any CSWS facility if the scale is operable but the computer in the scalehouse is not operable or if the scale system used for determining weights is down for repairs or

calibration and not operable, a manual weight determination will be used. The manual weight determination procedure is presented in Appendix B.

- (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 MIRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of MIRA and/or the scale house attendant as soon as possible. MIRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of MIRA, the Permittee/hauler shall disclose to MIRA 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 MIRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable MIRA 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 MIRA 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 MIRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable MIRA 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 MIRA 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.

#### 4.11 Recycling Facilities Load Rejection Policy

- (a) MIRA 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 MIRA 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. MIRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.
- (c) Loads that are rejected in whole or in part due to unacceptable levels of contamination must be picked up by the hauler that delivered the load by the close of business on the same day the load was delivered. Failure to pick up the load on the same day will result in a \$1000 fine per day for each day the contaminated load remains onsite.
- (d) Loads will be considered unacceptable if any of the following apply:
  - (3) They are found to be contaminated and/or unprocessable.
  - (4) MIRA 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 MIRA.
- (e) 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.
- (f) 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 MIRA and payable as follows: MIRA 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 MIRA. If a Permittee's specific contract language with MIRA 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 MIRA in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by MIRA.

### 5.3 Past Due Invoices

- (b) If a Permittee fails to pay in full any invoice issued by MIRA 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 MIRA, 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 MIRA 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 MIRA for three consecutive months, then MIRA 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 MIRA 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 MIRA all past due invoices including any interest thereon. Additionally, MIRA 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 MIRA in collecting the amounts of past due invoices owed by such Permittee to MIRA, whether or not suit is initiated.

### 5.5 Return Check Policy

- (a) For each check returned to MIRA, 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 MIRA.
- (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 MIRA. 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 MIRA 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 MIRA hereunder, MIRA 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, MIRA 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) MIRA may in its sole discretion reduce the sanctions authorized in Appendix A if MIRA 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 MIRA for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and MIRA 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 MIRA 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 MIRA 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 211 Murphy Road, Hartford, CT 06114, 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: MIRA President or designee, MIRA 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 MIRA Headquarters. MIRA 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.

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## APPENDIX A

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

**Notes:**

1. First, all Violations are done **By 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 MIRA.

## APPENDIX B

### MANUAL WEIGHT DETERMINATION FOR BILLING PURPOSES

The following procedure is to be utilized during those periods that the weighing scale and/or the scale computer is not available and computerized tickets cannot be issued at the time of transaction.

- (a) If the scale is operable but the computer is not, MIRA and/or its contractor will handwrite tickets with live scale weights. The handwritten tickets will be entered into the computer at a later time when the computer is operable.
- (b) If the scale is not operable then historical average weights will be used. MIRA and/or its contractor shall keep historical hauling load records for each vehicle or container which has been permitted by MIRA for disposal at Connecticut Solid Waste System facilities. Historical load records shall include all vehicle or container transactions over a reasonable disposal history period.

Historical load records shall be recorded as two (2) averages:

- (b.1) the average load weight (xx.xx Tons) of waste material hauled by each vehicle or container over its disposal history while permitted by MIRA.
- (b.2) the average load weight (xx.xx Tons) of waste material hauled by each vehicle or container during the previous calendar month.

During those periods that the weighing scale is not available, the greater of the two historical load records (b.1 & b..2), for that vehicle or container shall be used to determine the estimated load weight for billing and all other contractual requirements between MIRA and the permittee.

- (c) For those vehicles or containers that have not established a historical record, MIRA shall predetermine estimated load weights to be used until actual load records can be established. A minimum of ten (10) transactions with MIRA by that specific vehicle or container shall constitute an acceptable and approved historical record. Historical records shall become effective as outlined in (b) above. All transactions of this type shall be based on MIRA's predetermined estimated load weight. Predetermined estimated load weights shall be periodically reviewed by MIRA. MIRA shall determine if future predetermined estimated load

weights should be adjusted. Transactions prior to the implementation of an adjustment shall not be affected by any adjustments to the predetermined estimated load weights.

- (d) Each weighing transaction requiring the use of historical load records, shall be documented on the weight ticket. This ticket shall be completed by an authorized weight recorder and shall be signed by both the recorder and the deliverer of the waste load.

The information to be recorded on the transaction weight ticket shall be as follows:

Name of the Permit holder (hauler);  
Permit number;  
Container number (if applicable);  
Time;  
Date;  
Material Type;  
Origin;  
Signature of Driver; and  
Signature of Recorder.

## **EXHIBIT J: MIRA PERMITS**

The Permits listed below are those MIRA Permits referred to in Section 2.3 of the Agreement, and include all CTDEEP Permits and all P&Z Permits for which MIRA is and shall remain the permittee. The Contractor shall be responsible for obtaining and maintaining all Permits that are not listed in this Exhibit J that may be required to perform the Services.

### **ESSEX TRANSFER STATION**

#### ***Municipal Transfer Station General Permit Registration 05001125-MTSGP***

- Approval of Registration with variance (06/25/13)

#### ***Solid Waste Permit No. SW-050-2-C, Permit to Construct***

- Permit (04/13/87)
- Minor Permit Amendment for the Recyclables Transfer Area (07/29/94)

#### ***Stormwater Discharge Certificate No. GSI000595***

- Registration Status (Effective 10/01/11)

#### ***Town of Essex Zoning Commission Special Exception Permit***

- Memorandum of Decision (2/9/87)
- Permit (4/14/87)
- Memorandum of Decision (03/22/93)
- Permit (04/23/93)
- Memorandum of Decision (10/22/12)
- Permit (01/04/13)



STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

[X] Initial Certification

[ ] Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Row 1 contains the handwritten word 'None' under Contribution Date.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

CWPM, LLC

Printed Contractor Name

Jason Manafort

Printed Name of Authorized Official

*[Handwritten Signature]*

Signature of Authorized Official

Subscribed and acknowledged before me this 22<sup>nd</sup> day of March, 20 22.

*[Handwritten Signature]*

Commissioner of the Superior Court (or Notary Public)

10/31/2025

My Commission Expires

**EXHIBIT L:**  
**CONSULTING AGREEMENTS REPRESENTATION**

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost

The basic terms of the consulting agreement are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of Services Provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_

Name of Former State Agency	Termination Date of Employment
-----------------------------	--------------------------------

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

\_\_\_\_\_  
Signature of person signing this Contract

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
My Commission Expires