

**BOARD OF SELECTMEN SPECIAL MEETING**  
**Wednesday, November 9, 2022**  
**4:00 pm - Via Webex and In-Person**  
**First Floor Conference Room Independence Hall**  
**725 Old Post Road Fairfield, CT 06824**

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=PYyjHfHFEZA>.

**Draft Minutes**

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Mary Tomey-Streeto, Jose Oromi, Pierre Ratzki, Rosina Negron, Peter Ambrose, Charlene Lebo, Thomas Collimore Jr, Cynthia Wakeman, Mary Beyer, Timothy Bezler, Kirstin Etela, Ronald Drew, Gwen Palmer, Dabney Bowen, Peter Hood, Jack Mahoney, John Madeo, Human Services Commission Chair Laura Incerto, WPCF Superintendent John Bodie, Engineering Manager Bill Hurley, Senior Civil Engineer Megha Jain, Attorney John Stafstrom, FairTV

1) CALL TO ORDER

First Selectwoman Brenda Kupchick called the meeting to order at 4:00 pm.

2) PLEDGE OF ALLEGIANCE

First Selectwoman Kupchick led the Pledge of Allegiance.

3) RESIGNATIONS (*for information only*)

a) Bicycle and Pedestrian Committee

Sarah E. Roy (D) 3 Buena Vista Road, term 11/20-11/24  
(resigned on October 20, 2022)

Burr Gardens Advisory Committee

i. Jennifer B. Downing (U) 1197 Mine Hill Road, term 11/20-  
11/23 (resigned on November 1, 2022)

ii. Jennifer B. Kennedy (R) 39 River Street, term 11/21-  
11/24 (resigned on November 1, 2022)

b) Human Services Commission

Lori McArthur (R) 355 Papurah Road, term 11/18-11/22  
(resigned September 29, 2022)

The BOS thanked everyone for serving for the Town.

4) REAPPOINTMENTS – **TERM EFFECTIVE NOVEMBER 28, 2022**

Selectwoman Lefkowitz made a motion to move Item 4e to be approved first as the two reappointees had a meeting to attend. Selectman Flynn seconded the motion which passed unanimously.

- a) Police Commission (was 4e)
  - i. Peter Ambrose (R) 830 Burr Street, term 11/22-11/27
  - ii. Charlene J. Lebo (D) 210 Schiller Road, term 11/22-11/27

Selectman Flynn made a motion to approve Items 4a, i and ii. Selectwoman Lefkowitz seconded the motion which carried unanimously.

- b) Bicycle and Pedestrian Committee
  - i. Mary M. Tomey-Streeto (D) 137 Beaumont Street, term 11/22-11/26
  - ii. Jose E. Oromi (D) 211 Lloyd Drive, term 11/22-11/26

Selectwoman Lefkowitz made a motion to approve Items 4b, i and ii. Selectman Flynn seconded the motion which carried unanimously.

- c) Burr Gardens Advisory Committee  
Robert Twardzik (U) 680 Old Academy Road, 11/22-11/25
- d) Greater Bridgeport Transit (requires RTM approval)  
Pierre A. Ratzki (D) 105 Westford Drive, term 11/22-11/26

Selectman Flynn made a motion to approve Items 4c & d. Selectwoman Lefkowitz seconded the motion which carried unanimously.

- e) Historic District Commission (requires RTM approval)  
Rosina C. Negron (U) 952 Old Post Road, term 11/22-11/27
- f) Police and Fire Retirement Board  
Thomas J. Collimore, Jr. (R) 132 Red Oak Road, term 11/22-11/25
- g) Shellfish Commission  
Cynthia M. Wakeman (U) 346 Wakeman Road, term 11/22-11/27
- h) Solid Waste and Recycling (requires RTM approval)
  - i. Mary S. Beyer (D) 4720 Congress Street, term 11/22-11/26
  - ii. Timothy W. Bezler (D) 178 Glengarry Road, term 11/22-11/26
  - iii. Kirstin M. Etela (D) 90 South Pine Creek Road, term 11/22-11.26
- i) WPCA  
Ronald A. Drew (R) 187 Orchard Hill Lane, term 11/22-11/26

Selectman Flynn made a motion to approve Items 4e-i. Selectwoman Lefkowitz seconded the motion which carried unanimously.

The Board thanked everyone for serving another term.

- 5) **APPOINTMENT - TERM EFFECTIVE NOVEMBER 28, 2022**  
Human Services Commission  
Gwen J. Palmer (R) 46 Chelsea Street, term 11/22-11/26  
(to fill a vacancy for Lori McArthur (R) who resigned and chose not to be reappointed to another term)

Selectman Flynn made a motion to approve Item 5. Selectwoman Lefkowitz seconded the motion which carried unanimously.

HSC Chair Laura Incerto spoke highly of Gwen Palmer and why she was happy to have her on the Commission.

The Board thanked Ms. Palmer for serving.

- 6) **FIRST SELECTWOMAN REAPPOINTMENTS - TERM EFFECTIVE NOVEMBER 28, 2022 (for information only)**
  - a) Conservation Commission
    - i. Dabney H. Bowen (IT) 317 Verna Hill Road, term 11/22-11/27
    - ii. Peter C. Hood (D) 542 Villa Avenue, term 11/22-11/27
  - b) Economic Development Commission  
Steven M. Rosato (D) 85 Old Stratfield Road, term 11/22-11/27
  - c) Employees Retirement Board (requires RTM approval)  
John B. Mahoney (U) 520 Fulling Mill Lane North, term 11/22-11/27
  - d) Fairfield Housing Authority  
John Madeo (R) 163 Daybreak Road, term 11/22-11/27
  - e) Parking Authority  
Richard E. Fitzgerald, Jr. (R) 210 Henderson Road, term 11/22-11/27

These re-appointments are for informational purposes only.

- 7) **WATER POLLUTION CONTROL AUTHORITY (requires BOF and RTM approval)**  
To hear, consider and adopt a bond resolution entitled, "A Resolution Appropriating \$6,250,000 for costs associated with the inspection and construction phase of the East Trunk Wetlands Crossing Project, authorizing a grant to reimburse \$750,000 of such appropriation and authorizing the issuance of bonds in an amount not to exceed \$2,000,000 to finance a portion of such appropriation"

Selectwoman Lefkowitz made a motion to approve Item 7. Selectman Flynn seconded the motion.

John Bodie and Bill Hurley presented this Item. They said this is to approve the funding in place for construction and construction oversight so the East Trunk can better serve the Town and the Metro Center. They said this project will expand the sewer piping to accommodate the increase in apartments and businesses. They said funding will cover the design services, inspections and construction. They said the \$6,250,000 includes contingency. They said the money will be split between the WPCA Fund Balance, a general obligation bond, and a grant. They said the WPCA will pay back the full bond. They said they are currently working on a Master Plan to present to the Boards in the future.

Selectman Flynn started a discussion on the other WPCA projects needing to be performed this year and the WPCA Fund Balance. Finance, WPCA and DPW will meet next week to come up with a financial plan to fund projects as well as a master plan to include grants and other funding options. There was a detailed discussion about sewer funding and how the rates affect the taxpayers.

Selectman Flynn said he will approve Items 7 and 8, but will not move forward on other projects without a financial plan for the WPCA. First Selectwoman Kupchick suggested having quarterly updates on the WPCA projects and funding.

The motion carried unanimously.

Selectwoman Lefkowitz made a motion to waive the reading of Item 8. Selectman Flynn seconded the motion which carried unanimously.

8) WATER POLLUTION CONTROL AUTHORITY (*requires BOF and RTM approval*)

To hear, consider & act upon a supplemental resolution

WHEREAS, the Town of Fairfield (the "Town") has adopted at the request of the Water Pollution Control Authority ("WPCA") a Resolution entitled "A Resolution Appropriating \$6,250,000 for costs associated with the inspection and construction phase of the East Trunk Wetlands Crossing Project, authorizing a grant to reimburse \$750,000 of such appropriation and authorizing the issuance of bonds in an amount not to exceed \$2,000,000 to finance a portion of such appropriation" (the "Resolution"); and

WHEREAS, the Resolution appropriates \$6,250,000 (the "Appropriation") for costs associated with the inspection and construction phases of the East Trunk Wetlands Crossing Project (the "Project"); and

WHEREAS, the Appropriation shall be funded by several sources including: 1) \$3,500,000 from the WPCA fund balance; 2) \$750,000 in grant funds from the State of Connecticut's Urban Act Grant Program (the "Grant"); and 3) \$2,000,000 in bonds issued by the Town (the "Bonds"); and WHEREAS, the Resolution authorizes the Appropriation, the negotiation and acceptance of the terms of the Grant and authorizes the Bonds in an amount not to exceed \$2,000,000; and WHEREAS, while the Town is liable for the debt service on the Bonds, for internal accounting purposes, it is appropriate that all costs of the Project including debt service on the Bonds be allocated to, and reimbursed to the Town by, the WPCA; and

WHEREAS, the WPCA has agreed to pay for the costs of the Project and the debt service on the Bonds authorized by the Resolution; and

NOW, THEREFORE, IT IS HEREBY:

RESOLVED,

- 1) That the debt service on the Bonds as such debt service becomes due shall be paid by the WPCA from its own funds and the obligation of the WPCA shall be set forth in a memorandum of understanding (the "MOU") with the Town satisfactory to the First Selectwoman; and
- 2) That the First Selectwoman is hereby authorized to execute the MOU on behalf of the Town.

Selectman Flynn made a motion to approve Item 8. Selectwoman Lefkowitz seconded the motion which carried unanimously.

This will be a standard 20-year bond between the Town and the WPCA.

- 9) To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$76,854.42

Selectman Flynn made a motion to approve Item 9. Selectwoman Lefkowitz seconded the motion which carried unanimously.

10) Adjourn

Selectwoman Lefkowitz made a motion to adjourn. Selectman Flynn seconded the motion which carried unanimously.

The meeting adjourned at 5:20 pm.

Respectfully submitted,

Pru O'Brien  
Recording Secretary

**BOARD OF SELECTMEN REGULAR MEETING**  
**Monday, November 21, 2022**  
**4:00 pm Via Webex**  
**and**  
**In-Person in the First Floor Conference Room**  
**Independence Hall, 725 Old Post Road, Fairfield, CT 06824**

A recording of this meeting can be found here:

<https://www.youtube.com/watch?v=OZNT7Ca3kCM>.

**DRAFT MINUTES**

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy Lefkowitz

OTHERS PRESENT: Tom Corsillo, Purchasing Director Gerald Foley, Fire Chief Denis McCarthy, Police Chief Robert Kalamaras, WPCF Superintendent John Bodie, Town Attorney James Baldwin, Attorney Matthew Tuccillo, FairTV

1) **CALL TO ORDER**

First Selectwoman Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

Selectman Flynn made a motion to add an item for information regarding the WPCF. First Selectwoman Kupchick seconded the motion which carried unanimously.

First Selectwoman Kupchick said the main digester tank at the WPCF has been broken since March of 2022 and is being repaired. She said the situation has caused a very strong unpleasant odor in the area. She said the Health Director has been to the facility. WPCF Superintendent John Bodie said the cleaning should be finished by Wednesday, November 23<sup>rd</sup>. He said there is a bid package out for the repair. He said there will be a special meeting next week appropriating funding from the WPCA Fund Balance so the contractor can be awarded by mid-January. He said this approval will be on the next meeting BOS agenda on 12/5/22 and then will need BOF and RTM approval.

First Selectwoman Kupchick said the odor is caused by sewage-related gasses that do not contain infectious material and air testing will be performed. Mr. Bodie said some of the odors will be gone by Wednesday. He said the main focus of the odor will be fixed once the tank is repaired and working properly. He said the cleaning is supposed to take place every 10 years. He said this tank has not been cleaned in 20 years. It was agreed by the Board and by Mr. Bodie that the public should have been notified of the repairs and the potential for odor.

3) **RESIGNATION (*for information only*)**

**Town Plan and Zoning Commission**

Fredda C. Gordon (D) 466 Davis Road, term 11/21-11/25  
(resigned on October 24, 2022)

The Board of Selectmen thanked Fredda Gordon for serving the Town.

- 4) **APPOINTMENT**  
Town Plan and Zoning Commission (*only requires BOS approval*)  
Thomas Corsillo (D) 839 Church Hill Road, term 11/21-11/25  
(to fill a vacancy for Fredda C. Gordon (D) who resigned)

Selectwoman Lefkowitz made a motion to approve the appointment of Thomas Corsillo to the Town Plan and Zoning Commission. Selectman Flynn seconded the motion which carried unanimously.

The Board thanked him for stepping up to serve the Town.

- 5) **PURCHASING AUTHORITY**  
To hear, consider and authorize the Purchasing Authority to enter into proposed contracts with Constellation New Energy, Inc. to provide electrical generation services for the Town and Fairfield Public Schools commencing with the United Illuminating Co, December, 2023 meter reading period and expiring on the December, 2025 meter reading period. Funding for these services is available in multiple Town and Fairfield Public Schools operating budget accounts.

Selectman Flynn made a motion to approve Item 5. Selectwoman Lefkowitz seconded the motion.

Purchasing Director Gerald Foley presented this item. He said the Town's electrical generation services is through a third-party supplier. Mr. Foley said he looked into three companies to procure electricity. He said Constellation New Energy, Inc had the best pricing. He said the company will be purchasing with five other towns in the area and all towns have agreed or they are in the process of approving. There was a discussion about index/block pricing which had determined Constellation to be the most effective choice.

The motion carried unanimously.

- 6) **PURCHASING AUTHORITY**  
To hear, consider and authorize the Purchasing Authority to enter into proposed contract(s) with Motorola Solutions, Inc. (Motorola) to provide communications system upgrades for the Fire and Police Departments, per Motorola's proposal dated October 10, 2022, pricing consistent with State of Connecticut Department of Administrative Services Contract Awards #A-99-001 and #967-A-23-0338C, in an amount not to exceed \$6,622,986.00. Funding for these system upgrades are available in Account #26009010-57000-FY222 [Capital Outlay Account – Emergency Radio Project].

Selectman Flynn made a motion to approve Item 6. Selectwoman Lefkowitz seconded the motion.

Fire Chief Denis McCarthy, Police Chief Robert Kalamaras and Purchasing Director Gerald Foley presented this item. Chief Kalamaras said the current radios are antiquated and this upgrade would be performed through Motorola and Norcon. He said the Police Department also received a \$3.5 million grant. First Selectwoman Kupchick thanked Senator Blumenthal who helped the Town to receive the grant.

Chief Kalamaras said this will benefit the Fire Department as well as the current radios do not have good coverage. He said this upgrade will allow these departments to communicate with other first responders in the State. He said some channels will be encrypted. He said the balance after the grant will be paid through a 10-year bond. Selectman Flynn said this will be a significant investment for Town safety.

The motion carried unanimously.

7) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into proposed ten (10) year site lease contract(s) with Crown Atlantic Company, LLC [d/b/a Crown Castle] to provide the Town with a license to install, operate and maintain communication equipment on Crown Castle's cell tower site [BRG 126 943086, BU#806355], in an amount not to exceed \$427,000.00. Funding for this lease is available in Accounts #26009010-57000-FY222 [Capital Outlay– Emergency Radio Project] and #01004030-53310 [Operating Budget – Rental and Storage].

Selectman Flynn made a motion to approve Item 7. Selectwoman Lefkowitz seconded the motion.

Fire Chief Denis McCarthy, Police Chief Robert Kalamaras and Purchasing Director Gerald Foley presented this item as well. Chief Kalamaras said the new radio program is contingent on this contract. He said other alternatives were looked into and none were found.

The motion carried unanimously.

8) TOWN ATTORNEY

Executive Session – Fluor Securities Litigation with Attorney Matthew Tuccillo and Town Attorney Jim Baldwin

Selectman Flynn made a motion to go into Executive Session at 4:25 pm to discuss confidential Town matters. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 5:16 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Fluor Securities Litigation was discussed with Attorney Matthew Tuccillo and when he vacated the session, the Board discussed the status of the Fill Pile Civil Case with Town Attorney James Baldwin.

No votes were taken during or after Executive Session.

9) To hear, consider and act upon any other business which shall properly come before this meeting

No other business was discussed.

10) Adjourn

Selectman Flynn made a motion to adjourn the meeting. Selectwoman Lefkowitz seconded the



motion which carried unanimously.

The meeting adjourned at 5:17 pm.

Respectfully submitted,

Pru O'Brien  
Recording Secretary

**DRAFT**  
**TOWN OF FAIRFIELD**  
**PARKS AND RECREATION COMMISSION**  
**September 21, 2022**  
**7:00 p.m.**

A meeting of the Parks and Recreation Commission of the Town of Fairfield was held on Wednesday, September 21, 2022 at 7:00 p.m.

PRESENT: Brian Nerreau, Chairman; Bridget McBride, Chris McCoy, Jamie Benton, Dylan O'Connor, MacKay Jameson and Jen Maxon-Kennelly

ABSENT: Bill Llewellyn, David Weber

Chairman Brian Nerreau called meeting to order at 7:00 p.m.

- I. To Hear, Consider and Act Upon Minutes of August 17, 2022  
Approved as written.
- II. Public Input: To discuss any emails previously sent as suggested above – None
- III. New Business: To hear and act upon:
  - A. A proposal from a resident of Fairfield, presented by Anthony Calabrese, to rename the Sherman Green Gazebo to “Kenneth Dalling Gazebo at the Sherman Green” A. Calabrese explained that they have had numerous requests over the years to rename the Sherman Green after Kenneth Dalling for all he has done for the town. He was on the Parks and Recreation Commission for a number of years and in 1985 he started scheduling concerts on the green, volunteering his time and attending all the concerts rain or shine. He is still a resident of Fairfield and is in his mid-90’s. There would be a plaque placed either on the green or the gazebo, wherever it fits best. The process would be if the Parks and Recreation Commission approves the recommendation, it would then go to the Board of Selectman to vote on whether to go forward with this. D. O’Connor asked if there was a time limit for having the gazebo named after Mr. Dalling. A. Calabrese stated that to his knowledge, there was no time limit unless the Board of Selectman voted to make a name change.

**Motion:** C. McCoy made a motion to approve. Bridget McBride seconded.  
**Vote:** Unanimous
  - B. Cynthia Searight – 76 Orchard Hill Dr., Fairfield, CT - a proposal to hold a Breast Cancer Fundraiser “Full Moon Beach Walk” on Sunday, October 9, 2022 from 6-8 p.m.” Ms. Searight explained that she is working with the American

Cancer Society and Making Strides with Cancer to hold a 45 minute walk from Jennings to Penfield Beach and back with a DJ to play music with a "moon" theme. She anticipated having 100 people at the event. She also asked if she could have a bonfire even though it is outside the time period. B. Nerreau asked how the fundraising was to take place. Ms. Searight explained that the funds are raised directly through the American Cancer Society and Making Strides.

**Motion:** M. Jameson made a motion to approve the event without the bonfire. C. McCoy seconded.

**Vote:** Unanimous

#### IV. Reports:

##### A. Bd. of Education Report: To hear and act upon information in the BOE Report.

They are in the process of presenting their Capital Waterfall chart with some high level items on them such as HVAC building needs and Redistricting. The Athletic Department presented their needs last month and at the present time there is uncertainty of what that would mean for the budget.

##### B. Director and Program Reports and Approvals: To hear and act upon information in this Report - See attached

Parks & Recreation Director Anthony Calabrese had sent out the report and the items that have been approved since the last meeting are for: Sustainable Task Force Mattress Recycling Drive on 10/22/22. Director Calabrese was asked about the process for approvals, and the Commissions role, with regards to the Master Plan. It was explained that although there have already been a number of projects already submitted for review and consideration, the Commission will be involved in the ultimate decisions and the expectation is that BL Companies will present to the P&R Commission at the October meeting, a delay from the anticipated September presentation.

There was also discussion of the Ludlowe Middle School fields as the Commission had received a number of emails regarding the possible construction of a turfed baseball field prior to the September meeting, but Director Calabrese was unable to attend this meeting. A. Calabrese explained that the plans were not yet complete but that the initial indications were that there was sufficient room for a full baseball field at the site. However, there is a concern regarding future use and scheduling of the field, should a baseball field be constructed, as the use of the field for these purposes would prevent other activities to take place concurrently which would impact Parks and Recreation programs. Additionally, no funds have been budgeted for the construction of dugouts, a press box, bleachers, etc. which would be required for Varsity Level competitions. A baseball field at the Ludlowe Middle School site could eventually be used as a practice facility or a location for JV or Freshman games.

V. Good of the Order  
The meeting adjourned at 7:56 pm.

Respectfully submitted,

Kelly Brown  
Recording Secretary

[youtube.com/watch?v=uPzQFHlwPcs](https://www.youtube.com/watch?v=uPzQFHlwPcs)



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffd@town.fairfield.ct.us](mailto:firstselectmanffd@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or [firstselectmanffd@town.fairfield.ct.us](mailto:firstselectmanffd@town.fairfield.ct.us).

Board/Commission: **Flood and Erosion Control Board**  
Date: **April 8 2015**

Name: **Donald Lamberty**  
Address: **75 French Street  
Fairfield, CT 06824**  
Party: **Republican**

email: **drlamberty@yahoo.com**  
home phone: **203-319-0436**  
work phone:  
cell phone:

1. How did you learn about this position?  
**I attended several meetings and know the members . Rick Grauer told me there was going to be an opening in mid-April.**
2. Why are you interested in serving and how can you contribute to this board / commission?  
**I believe that the beach area needs some kind of protection and am sympathetic with many of the goals of the Board. I believe that my background and interests would allow me to be a valuable addition to the Flood and Erosion Control Board**
3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.  
**Yes. I have been attending the monthly meetings of the Flood and Erosion Control Board for about 1 year. Last year I organized a meeting where the Flood and Erosion Board made a presentation to the local residents at the Scandinavian Club.**
4. Have you spoken with the chair, any members, or the appropriate Department Head?  
**Yes. I've spoken with Rick Grauer many times. We've had discussions regarding issues pertaining to the board.**
5. Have you read the written description of the board's role?  
**Yes I have.**

6. Do you have any potential conflict of interest?

**Not that I know of.**

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

**Yes.**

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**Yes. Republican**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

Resume  
Work Experience

**Donald Lamberty**

June 2003 – present Retired  
Long term substitute assignments:  
January 2011 Newtown High School, Chemistry, astronomy  
  
May 10 – June 10 Bethel High School , chemistry  
  
Apr 08 – June 08 Weston High School, Chem, A.P. Chem  
  
Nov07 –Jan-8 Katonah-Lewisboro, John Jay HS,Chemistry  
  
Nov06-Jan07 Darien High School, College Chemistry  
  
Nov04-Apr 05 Newtown High School physics, AP Physics C

1975-2003 I taught science at Newtown High School, Newtown CT. My teaching experience included A.P. Chemistry, 15 years; College Chemistry, 22 years; A.P. Physics,(including Physics C) 4 Years; College Physics, 6 years.

1968-1974 I was employed at CBS Labs in Stamford CT. My title was Senior Physicist, and I worked in the field of lasers, holography, and optics.

1962 – 1967 I was employed at Grumman Aircraft, Bethpage N.Y. as a physicist. I worked as a flight test engineer on the A6A and E2A aircraft and as staff scientist working on the Lunar Landing Project.

Education

1973-1975 Fairfield University, Fairfield, CT.  
I completed my Education requirements for certification.

1963 -1968 Adelphi University, Garden city, N.Y.  
I received a Masters Degree in Physics.

1958 – 1962 Rensselaer Polytechnic Institute, Troy, N.Y.  
I received a Bachelors Degree in Physics.

1954 – 1958 South Side High School, Rockville Center, N.Y.

Certification

I hold a current teaching certificates in the State of Connecticut for Chemistry, Physics, and Math.

Contact Information

Donald Lamberty  
75 French St.  
Fairfield, CT. 06824  
Phone 203 319-0436  
Email [dlamberty@ya100.com](mailto:dlamberty@ya100.com)



**RECEIVED**

By Office of the First Selectman at 9:16 am, Jun 26, 2017

## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: **Joint Retirement and Investment Board**

Date: **6/23/17**

Name: **Bruce Ryan**

email: **bryan@RHK.Capital**

Address: **439 Beach Rd**

home phone: **203-256-8336**

work phone: **203-210-2000**

Party: **Republican**

cell phone: **203-952-8989**

1. How did you learn about this position? **Brian Vahey**
2. Why are you interested in serving and how can you contribute to this board / commission? **I have been in the securities investment business for the past 40+ years and a resident a Fairfield for the past seventeen years. I hold several securities licenses including a registered investment advisory license. I am interested in making a contribution to the town with my experience.**
3. Have you attended any meetings or reviewed past minutes / agendas? **If yes, please specify. I have reviewed some of the minutes from past meetings.**
4. Have you spoken with the chair, any members, or the appropriate Department Head? **Yes, I have spoken with the Chair several times.**
5. Have you read the written description of the board's role? **Yes**
6. Do you have any potential conflict of interest? **No**
7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? **Yes**



8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? **Yes -Republican**
9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**I believe my knowledge and experience in the investment business will enhance the board's ability to oversee the town pension and the attendant responsibilities. I look forward to being of service.**

**Respectfully,**

**Bruce Ryan**

BRUCE C. RYAN  
439 BEACH ROAD  
FAIRFIELD, CT.06430  
(203) 952-8989

## EXPERIENCE

December-01  
To present

VICE CHAIRMAN-SOURCE CAPITAL GROUP INC.  
WESTPORT, CT.

Source Capital is a regional investment banking firm, asset manager, and securities broker/dealer where my responsibilities include, oversight of investment products, banking deals and registered investment advisors(RIA's) and brokers of investment products.

March 93 to  
December-2001

PRESIDENT - MERIT CAPITAL ASSOCIATES INC.  
WESTPORT, CT

Registered Securities Broker/ Dealer  
As a general securities broker/dealer- Responsibilities included, Investment banking, Market making, IPOs, Asset Management, Sales and Trading.

May 1986 to  
March 1993

VICE PRESIDENT- Chemical Bank  
277 Park Ave. New York, N.Y.

Responsible for managing- Government and Municipal Bond sales to high net worth clients within the Capital Markets Group.

1972-1986

SMITH BARNEY- Account Executive-stock broker  
PAINE WEBBER- Account Executive-stock broker  
MERRILL LNCH PIERCE FENNER& SMITH-Account Executive- Stock broker

EDUCATION  
1971

NORTHEASTERN UNIVERSITY –Boston, Ma. Bachelor  
Business Administration-Finance

**From:** [null@town.fairfield.ct.us](mailto:null@town.fairfield.ct.us)  
**To:** [Board of Selectmen](#)  
**Subject:** New submission for form: Boards and Commissions Interest Form (ID #195)  
**Date:** Friday, November 19, 2021 11:53:20 AM

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## Boards and Commissions Interest Form

Record #195 submitted from IP address 24.146.255.194 on 11/19/2021 11:53 AM

[View form](#)

<b>ID</b>	195
<b>First Name</b>	Steven
<b>Last Name</b>	Collins
<b>Street Address</b>	109 Blue Ridge Rd
<b>Zip Code</b>	06825
<b>Email Address</b>	srcollins73@gmail.com
<b>Cell Phone</b>	203-209-6336
<b>Home Phone</b>	203-209-6336
<b>Work Phone</b>	203-209-6336
<b>Voter Registration Status</b>	Yes
<b>Political Party Affiliation</b>	Republican Party
<b>Board or Commission</b>	Bicycle and Pedestrian Committee
<b>Read the Boards Role</b>	Yes
<b>How You Learned About the Position</b>	Email
<b>Who You Have</b>	

<b>Spoken To</b>	
<b>Explanation of Interest and Contribution</b>	I am interested to be a part of something and have an opportunity to be more involved in my town. I can contribute a wealth of knowledge about road crossing and safety. I have 20+ years of experience
<b>Resume or Bio</b>	<a href="#">Steven-Collins.pdf</a>
<b>Additional Comments</b>	

[Manage](#)

# Steven Collins

Fairfield, CT 06825  
[srcollins73@gmail.com](mailto:srcollins73@gmail.com)  
+1 203 209 6336

Honest Damage Prevention Professional with 17 years in Asset Protection, Quality Assurance and Retail Operations. Able to drive prevention of financial loss through training, interviewing and enforcing protocols. Skilled in cash handling, staff development and store opening and closing procedures. Autonomous leader ready for a growth opportunity in a fast-paced environment.

Willing to relocate: Anywhere

## Work Experience

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### **Damage Prevention Specialist**

Eversource Energy - Norwalk, CT  
October 2019 to January 2021

- Created culture of honest, integrity and confidentiality by training over 20 plus associates in safety and routine protocols, resulting in 10% - 30% less claims in 2014 to 2021
- Managed daily CB YD tickets and emergencies
- Maintained company equipment including cleanliness due to COVID-19
- Assisted my supervisor with mapping issues and discrepancies
- Assisted in training new and current employees with all aspects of underground utility locating, using various equipment

### **Golf Shop Assistant**

Alexander's Golf Shop - Fairfield, CT  
March 2018 to October 2019

- Exhibited upheld standards of integrity by thoroughly investigating was shortages, routine procedure breaks, and both internal and external theft which lead to higher levels of employee responsibility and accountability
- Worked in a retail environment managing tee time system and golf shop POS. as well as assisting in daily operations of golf tournaments and the Mens Club Association
- Supervised daily operation of the driving range and instruction

### **QA/QC Inspector**

Southern Connecticut Gas - Orange, CT  
February 2014 to July 2018

- Audit/inspect CBYD gas markings as well as responding to incidents and damages
- Managed daily CBYD tickets
- Maintain weekly CBYD on-call
- Ensure strict compliance with safety and responsible to enforce the companies safety policies as well as enforcing the policies of CBYD and CT state PURA regulations

### **Operations Supervisor**

Protek Locating, Premier Utility Locating, OnTarget Utility Locating - Westchester County, NY

2004 to 2014

- Managed Con Edison Gas and Electric contract to oversee markout and construction activities for contractors in Westchester County NY
- Oversee all inside/outside operations, including routine and emergency ticket distribution for mark outs, assisting outside contractors with gas main install and maintenance, gas service install and maintenance, gas transmission maintenance
- Ensured strict compliance with policies and procedures for ProTek, Con Edison and DigSafelyNY
- Worked one on one with all personnel daily to promote safety and improve work quality and efficiency
- Coordinated and Developed training sessions/testing on a monthly and yearly basis for Occupational Qualifications, job duties and performance, driver safety, first aid, equipment maintenance

## Education

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### **High school diploma**

North Providence High School - North Providence, RI

## Skills

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- QA/QC
- Problem-solving
- Flexibility
- Team Work
- Reliability
- Quality Control
- Security
- Construction Management
- Typing
- Construction
- Project Management
- Supervising Experience
- Blueprint Reading

## Certifications and Licenses

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### **OSHA 10**

Present

### **First Aid Certification**

**From:** [null@town.fairfield.ct.us](mailto:null@town.fairfield.ct.us)  
**To:** [Board of Selectmen](#)  
**Subject:** New submission for form: Boards and Commissions Interest Form (ID #237)  
**Date:** Wednesday, September 7, 2022 11:29:28 AM

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## Boards and Commissions Interest Form

Record #237 submitted from IP address 24.146.185.203 on 9/7/2022 11:29 AM

[View form](#)

<b>ID</b>	237
<b>First Name</b>	Ted
<b>Last Name</b>	Dezvane
<b>Street Address</b>	360 Hemlock Hills Rd. North
<b>Zip Code</b>	06824
<b>Email Address</b>	Dezvane@gmail.com
<b>Cell Phone</b>	475-999-2011
<b>Home Phone</b>	
<b>Work Phone</b>	
<b>Voter Registration Status</b>	Yes
<b>Political Party Affiliation</b>	Unaffiliated (No party affiliation)
<b>Board or Commission</b>	Land Acquisition Commission
<b>Read the Boards Role</b>	Yes
<b>How You Learned About the Position</b>	From the First Selectwoman's regular town updates
<b>Who You Have</b>	

<b>Spoken To</b>	
<b>Explanation of Interest and Contribution</b>	I'm very proud of our town and the things that set us apart from many other places. Our commitment to open spaces and conservation are high on this list. I have extensive general management and consulting experience at the executive level. I am known for being pragmatic, objective, fact-based and always acting with high integrity.
<b>Resume or Bio</b>	<a href="#">TDezvane 2022 bio.pdf</a>
<b>Additional Comments</b>	I am interested in the open alternate positions on either the conservation commission or land acquisition commission.

[Manage](#)





# TED DEZVANE

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## Consultant and General Management Executive

Ted Dezvane is a strategic and operational thought leader with deep consulting and general management experience. He is known for his pragmatic, hands-on approach and track record for leading programs that deliver top-line growth and operational improvement.

Ted has led business units and served clients across a wide range of industries with target customers ranging from large global enterprises and government agencies, to small and mid-sized businesses. He is passionate about helping clients and colleagues build new capabilities and succeed in realizing their full ambitions.

Career highlights include

- SVP & Head of the North American IT Consulting business at Gartner, Inc.
- SVP & Global Leader for the document services offering portfolio within Xerox Corporation, including its market leading managed print services, communication services, and digital software & solutions businesses
- Chief Strategy Officer for Xerox Corporation and Program Leader responsible for separating Xerox into two public companies in 2016
- Head of Strategy & Portfolio Management for Xerox Business Services, a large multi-line Business Process Outsourcing provider now known as Conduent, Inc.
- Associate Principal with McKinsey & Company and leader in the firm's Services Strategy & Operations practice
- Principal of startup consultancy Dovetail360, LLC

Ted has a degree in Mechanical Engineering from The Cooper Union and an MBA from Columbia Business School. He lives in Fairfield, Connecticut with his wife and two children.

[ted.dezvane@gmail.com](mailto:ted.dezvane@gmail.com) • [linkedin.com/in/ted-dezvane](https://www.linkedin.com/in/ted-dezvane)



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

*To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffd@town.fairfield.ct.us](mailto:firstselectmanffd@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or [firstselectmanffd@town.fairfield.ct.us](mailto:firstselectmanffd@town.fairfield.ct.us).*

Board/Commission: **Conservation**  
Date: 1/31/2022

Name: Ted Luchsinger  
Address: 729 Cascade Drive, Fairfield Ct 06825

email: [tedluchsigner@gmail.com](mailto:tedluchsigner@gmail.com)

home phone:

work phone:

cell phone: 203-585-4463

Party: Democrat

1. How did you learn about this position? Posting on town website and mention during Town Forestry Committee meeting.
2. Why are you interested in serving and how can you contribute to this board / commission? It has become increasingly obvious that we must be vigilant in managing the decreasing native flora and fauna in order to survive. I have been volunteering and participating in eco-friendly practices for the last 6 years as a member of the Aspetuck Land Trust, Ct. Audubon Society and now as a director of the Pollinator pathway in Fairfield. I am committed to finding a way forward that will support economic activity in a sustainable way building our eco economy. Progress will not be made by being dogmatic, but rather pragmatic viewing issues from all sides. I practice sustainable gardening and landscape management practices and have gained experience and knowledge through my own journey.
3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify. No meetings but agendas and meeting minutes.
4. Have you spoken with the chair, any members, or the appropriate Department Head? Have discussed with Tim Bishop.
5. Have you read the written description of the board's role? Yes,
6. Do you have any potential conflict of interest? None that am aware of. Retired with ad hoc consulting on native landscaping for private properties and donated to public and non profit projects.

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? Yes.
8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? Yes, Democrat
9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**Began volunteering to begin my third life in areas of passion. Forestry Committee, Pollinator Pathway, in Fairfield to begin with and took advantage of lockdown to observe nature in my backyard and capture some with a scope and my iPhone on Instagram TedLuchsinger.**

**Nature, ecosystem balance, and intelligent private/public partnerships are a fruitful avenue to drive progress economic development and a better outcome for all citizens. Compromise and common ground need to be developed in the broadest public interest.**

[tedluchsinger@gmail.com](mailto:tedluchsinger@gmail.com)  
 203 585 4463 cell  
[www.linkedin.com/in/tedluchsinger](http://www.linkedin.com/in/tedluchsinger)

+

## Ted Luchsinger

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### Career Summary

Internationally experienced alliance and channel development manager with a detailed knowledge and contacts in the Financial Services, enterprise software, cloud solutions and sustainability ecosystems. Skilled in marketing, event execution, thought leadership delivery and content creation.

- Aligned real time data providers on AWS IaaS to facilitate client access to feeds within the public cloud infrastructure. Thomson Reuters has gone public and Bloomberg is in process.
- Product managed the creation of new solutions for addressing Third Party Risk Management, Enterprise Risk Management, and Business Intelligence use cases in financial services.
- Identified aligned and delivered net new solution into the People's Republic of China for Life Insurance rapid development.
  - Go to market consisted of hardware, software and services provider alliance. First sale to the China Pacific Insurance Company (>3M).
- Developed go to market strategy in Latin America for financial services solutions partners and grew sales execution to 130% from 80% in 18 months.
- Developed and delivered global core banking program for technology partners and systems integrators
- Delivered technology thought leadership content-webinars, round tables at industry events, published article content.
- Created solutions collateral for end customers, company and partner sales usage including one-page value propositions, success stories and overview decks. Trained tele-sales teams on solutions footprints for call center execution.

### Work experience

#### AWS

##### **2017-2018 Senior Partner Development Manager, Financial Services**

Managed 16 traditional Financial Services ISV accounts during their education and journey to the development of public cloud based solutions with AWS. Established executive relationships and built trust to facilitate the transformation from waterfall siloed IT to InfoSec/DevOps models and infrastructure as code strategies. Managed accounts included Bloomberg, Thomson Reuters, Broadridge, IHS Markit, Actimize.

- Bloomberg and TR making real time data available in the AWS public cloud this quarter. Bloomberg Dev Day in NY AWS Loft 6/15/18
- 7/12/18 Thomson Reuters announces cloud access to real time data  
<https://www.thomsonreuters.com/en/press-releases/2018/july/thomson-reuters-makes-real-time-data-easily-accessible-in-the-cloud.html>

#### 2015-2017 PwC Sales and Marketing SAP Competency

##### **Channel Development Director, SAP Financial Services**

Identify white space and create SAP Financial Services solutions development opportunities, align with PwC and SAP stakeholders to create joint go to market programs, build funnel of joint engagement pursuits, PwC SAP FSI revenues negligible on assignment. Supported Insurance, Private Equity, Asset Management, Banking and Capital Markets

- Utilized Design thinking methodology to try solution pursuits and drop quickly if not providing traction
- Identified 3 significant joint GTM opportunities, hosted PwC SAP business development meetings (QBR) and funnel discovery and qualification with PwC partners and industry practitioners

- Drove client discussions with sector leadership, PwC account executives and SAP AEs and development to source 26M in Net new engagement opportunity in pure growth sector as of 6/16
- Created joint Third Party Risk Management with SAP Ariba and PwC Risk Assurance practice, which resulted in the 26M of new engagement opportunities.

#### 2014-15 ManTech

##### ***Executive Director, Financial Services Practice ManTech Commercial Services***

Assess, develop and plan go to market for ManTech Cyber products into commercial Financial Services accounts

#### SAP Industries

##### ***Industry Principal Financial Services Americas***

Support sales account planning strategy execution and business development for the combined SAP portfolio, integrating analytics and Sybase Technologies.

Drive partner engagement and support for SAP innovations in FS, Deloitte Capital markets market risk HANA solution, EY CCAR LRM solutions development, partner based applications Sandbox on HANA.

Extended University Alliance program to include US Financial Services based graduate programs (Fordham, Stevens Institute, Rutgers, Baruch), Capital Markets contest Design the future

Supported marketing and business development activities engaging SAP ecosystems including DTD, Banking IBU, OEM, Re-seller channels to drive HANA development and acceptance.

#### 2008-13 SAP LE Marketing

##### ***Director Industry Marketing, Financial Services Americas***

- Manage GTM messaging for combined capabilities of SAP and Business Objects in Financial Services.
- Analyze market opportunities and collaborate with SAP and Business Objects product groups in solutions development.
- Create content and present at industry specific events, customer engagements, and outbound marketing activities.
- Developed solutions for Risk, GRC, HR Analytics, and integrated Risk and Finance including partner GTM and content.

#### 2004-8 Business Objects Inc

##### ***Americas Financial Services Marketing Manager***

- Secured Cover Story coverage for 5th 3rd Processing Solutions with Bank Technology News, created and delivered multi-faceted campaign with analysts at live events, webinars, industry events for BI application within Financial Services institutions, written stories and quoted in Waters Risk, Windows in Financial Services, Bank Technology News, CIO Magazine.
- Established executive relationship with a risk professional at Fidelity Investments and created the Risk Customer Roundtable, identified by sales as the best activity in all or 2007, won quarterly marketing contribution award. Model repeated for Shared Services Costing Round Table and future regional events planned.
- Leading SAP integration in Americas for Financial Services and solution identification and campaign creation. Secured Goldman Sachs as speaker at Sapphire.

#### 1988-2004 Hewlett Packard

##### ***Channel and Program lead for Financial Services***

#### **Education**

Colgate University      Hamilton, NY  
BA Political Science, Philosophy and Religion minor



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### Award Recommendation Resolution:

On Tuesday 25<sup>th</sup> October 2022, the Purchasing Authority awarded bid number 2023-32 Sports Performance and Athletic Training Services to Boost Sports Performance Academy, Fairfield, CT to supply labor, equipment, and all else necessary, to provide sports performance and athletic training services located at the Recreation Center Facility, 210 Old Dam Road.

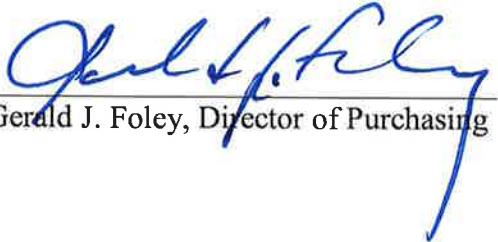
**Year 2023:** \$2,690.00 / month + 20% of all programs, party rentals and monthly memberships.

**Year 2024:** \$2,690.00 / month + 20% of all programs, party rentals and monthly memberships.

Boost Sports Performance Academy is the sole responsive bidder meeting all bid requirements.

The award of this contract to Boost Sports Performance Academy may be subject to the review and approval of the Board of Selectmen.

  
Brenda L. Kupchick, First Selectwoman

  
Gerald J. Foley, Director of Purchasing

**RFP #2023-32**

**DESC: Sports Performance & Athletic Training Services**

**DATE: 20th, October 2022, 2:00 pm**

## **Town of Fairfield**

**Boost Sports Performance Academy  
Fairfield, CT**

**Description**

**Year 2023:**

**\$2,690.00 / mo. + 20% for all programs,  
party rentals and monthly memberships**

**Year 2024:**

**\$2,690.00 / mo. + 20% for all programs,  
party rentals and monthly memberships**



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## RFP #2023-32

SPORTS PERFORMANCE & ATHLETIC TRAINING SERVICES  
RECREATION CENTER, 210 OLD DAM ROAD, FAIRFIELD, CT

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted October 18, 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

BOOST SPORTS PERFORMANCE ACADEMY  
Doing Business As (Trade Name)

17 PANSY CIRCLE  
Address

FAIRFIELD, CT 06824  
Town, State, Zip

MR. JOSEPH OPPEDISANO / OWNER  
(Mr. /Ms.) Name and Title, Printed

[Signature]  
Signature

203-246-8058  
Telephone Fax

DIANNE @ BOOSTSPORTSACADEMY.COM  
E-mail

[Signature]  
First Selectwoman  
[Signature]  
Director of Purchasing  
09/22/2022  
Date

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00 pm, Thursday, 20<sup>th</sup> October, 2022**

To provide labor, materials, equipment and all else necessary to provide sports performance and athletic training services at the Recreation Center, 210 Old Dam Road, Fairfield, CT as detailed in the attached specifications.

### NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposal shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. proposals are to be submitted in a sealed envelope and clearly marked "BID #2023-32" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the Proposer to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.



## REQUEST FOR PROPOSALS

The Town of Fairfield (Town) on behalf of its Parks and Recreation Department (P&R) is seeking competitive bids from experienced operators ("Concessionaire") to provide sports performance and athletic training services, including additional programs, such as, birthday parties, movie nights and sports events at the Recreation Center Facility, 210 Old Dam Road, Fairfield, CT.

The awarded Concessionaire shall have access to the indoor facility on an annual basis, including use of grass fields at the South Pine Creek complex. The facility includes a parking lot with additional spaces situated on the street. Note: Parking spaces are required to be shared with the adjoining tennis facility and adjacent Carl Dickman Par 3 Golf Course during business hours. While the golf course is seasonal, Fairfield Indoor Tennis operates on an annual basis, seven days per week.

### **PRE-BID MEETING**

A site meeting will commence at **10:00 am, on Thursday, 29<sup>th</sup> September at the Recreation Center, 210 Old Dam Road, Fairfield, Connecticut** for prospective Proposers to inspect the facility.

- Prospective Proposers are strongly encouraged to inspect the facility prior to submitting a bid.
- No special arrangements or private tours shall be accommodated outside of the scheduled meeting.
- While the meeting is non-mandatory, prospective Proposers will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

### **ADDENDA / REQUESTS FOR INFORMATION (RFI)**

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

- It is each Proposer's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Thursday, 6<sup>th</sup> of October, 2022**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the Proposer waiving the right to dispute the specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:  
**Ms. Lee A. Flaherty, Junior Buyer: [LFlaherty@fairfieldct.org](mailto:LFlaherty@fairfieldct.org)**

Response will be in the form of an addendum that will be posted approximately **Friday, 7<sup>th</sup> October, 2022** to the Town of Fairfield website, which is [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing). It is the responsibility of each Proposer to retrieve addenda from the website. Any contact about this bid between a Proposer and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Proposer. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

### **BID BOND / BID SECURITY**

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the Proposer shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

### **SCOPE OF SERVICES**

The preferred scope of services, but not limited to, are below:

1. Sports performance training for individual athletes, small groups and entire teams. Training shall focus on speed and agility, strength and conditioning; balance and core work, and designed to each athlete's needs and goals.
2. Soccer training provided by professional players (current, former) focusing on ball skill mastery utilizing "Coerver" or similar type coaching methodology. Technical training is to be provided for all ages, toddler to adult, with an emphasis on developing fundamentals, advanced techniques, and overall game smarts. Training shall also focus on dribbling, shooting and passing with both feet, and improved coordination and dexterity with the ball. Development shall cover shielding, defending, attacking, ball control, and change-of-direction moves.

3. Provide other options for sports performance training in addition to soccer, such as, but not limited to, baseball, lacrosse, basketball, field hockey, wrestling, martial arts, etc. that may be scheduled throughout the year on a seasonal basis.
4. Provide adult and senior fitness classes, i.e. Yoga and Pilates.
5. Host customized sports themed birthday parties for all age groups, i.e. soccer, dodgeball, wrestling, martial arts and party games.
6. Host teen events such as movie nights, karaoke, gaming parties and sporting events.
7. The indoor space consists of a large game room and all purpose room, commercial kitchen, office space, multiple storage closets and two bathrooms. The game room and all purpose room combined is approximately 7,600 square feet. The bathrooms are shared with golf patrons and the general public. There are no locker room facilities in the building.
8. Outdoor space is located at the adjacent South Pine Creek complex, which consists of grass fields utilized for soccer and football. The complex also includes a softball field and a baseball field. Scheduling of fields will need to be confirmed in advance with Parks and Recreation Department.
9. The parking lot accommodates 116 spaces with additional parking on the street. Note these parking spaces are shared with the adjacent golf course and adjoining tennis facility.
10. Hours of operation may commence from 6:30AM through 10:00PM, seven days per week.

### OVERVIEW

1. The Town intends to award a two (2) year Concession Agreement, including three (3) optional one-year renewal terms. A cost of living allowance (COLA) increase shall be applied to each term renewed, based on CPI-U (Consumer Price Index Urban) as published on the Connecticut Department of Labor (CTDOL) website. Each increase shall be applied to the total amount from the previous year. Each term shall commence on the 1<sup>st</sup> January and conclude 31<sup>st</sup> December.
  - a. In addition to the annual rent, the Town will take into consideration a nominated split (i.e. 80/20) of all profits after expenses.
  - b. Concessionaire shall be responsible for 50% of all utility payments (i.e. electric, natural gas, and water) in addition to the annual fee.
2. Concessionaire may furnish outdoor picnic table style seating with umbrellas on designated premises as part of the contract, if the Fire Marshal grants permission. Furniture, such as, tables, seating and umbrellas will not be supplied by the Town. The outdoor area consists of limited space; for use of this space, approval must be issued by the Fire Marshall (i.e. egress, way of access).
3. All proposed furnishings, fixtures and temporary structures required for indoor/outdoor programs, such as, storage racks, tents, shade canopies, staging, etc., where supplied by the Concessionaire shall be subject to approval by the Parks and Recreation Department. No permanent fixtures or structures will be permitted. No tent spikes are allowed due to risk of damage to irrigation system.
4. Concessionaire shall be responsible for implementing any necessary security measures to ensure the safety of patrons during any scheduled event, including first aid response.
5. The operation of the Concession must conform to the rules and regulations of the Town. The Concessionaire shall be expected to comply with such rules and regulations, including all applicable State and Federal Statutes.
6. Title to the facility structure and premises shall remain with the Town. The Town shall enter into an Agreement with the successful Proposer upon award of contract. Refer to attached sample copy.
7. Concessionaire shall manage and operate the facility while providing organized training sessions, specialized classes, practices, competitions and private events. Provide details of marketing strategies, including access to programs (i.e. daily, weekly, monthly) and membership options that may be on offer. The Concessionaire must be able to provide a friendly and welcoming environment to all participants and general public.
8. Concessionaire shall provide programs suitable for all age groups (i.e. junior, teen, senior) and multiple levels of training for beginners through accomplished athletes.

9. Concessionaire shall maintain the property ("Premises") in a clean, safe, environmentally sound and attractive condition during the term of the agreement, including any extensions or renewals thereto.
10. Concessionaire will solely be responsible for providing necessary support for activities, including staffing requirements, first aid response, materials, supplies and equipment.
11. Concessionaire shall be responsible for securing and proper storage of all related equipment where kept on the premises.
12. Concessionaire shall be responsible for implementing any additional security measures to protect his/her business of operation against trespassers, at no additional cost to the Town.
13. In the situation, that either any scheduled program or private event organized by the Concessionaire is cancelled for any reason, due to weather or other unforeseen circumstances not caused by the Town, the Town shall not be responsible for any costs or losses incurred to the Concessionaire.
14. Concessionaire's personnel, employees and associates must be properly dressed and proficient in the operation, management and training programs associated with the business / industry.
15. Concessionaire, at own cost, must secure all necessary local, State and Federal permits for the complete operation of the facility.
16. Concessionaire shall be responsible for all shipping, delivery and permit costs for the set-up of the operation, including any capital outlay.
17. Concessionaire shall be responsible for keeping the premises clean and maintained in the existing condition as when acquired. All excess waste from private events must be removed and properly disposed of by Concessionaire. The Town is not responsible for providing a cleaning contractor to maintain the premises.

#### **CRITERIA**

1. Technical Competence: Concessionaire shall have experience as a successful operator, or provide demonstrated ability and knowledge of the sports performance and athletic training industry, including all required permitting and licensing.
2. References: Provide a complete list of clients for the past five (5) years regarding similar contracted operations.
3. Knowledge of Localities: Concessionaire shall be familiar with the building facility and adjoining properties, including all regulatory agencies and their requirements having jurisdiction over such properties.
4. Resumes: Provide management structure and background experience of all employees and personnel that will be staffed for the operation of the Concession. This includes part time and full time employees.
5. Fee Proposal: The selected company/partnership will be required to hold proposed fees for 90 days for acceptance by the Town after bid opening. The Town will not be responsible for any additional costs where not itemized or identified in the proposal.
6. Safety: Ability to provide a secure and safe environment for the general public.

#### **FORMAT OF PROPOSAL**

In order to be considered for this proposal, all submittals must include the following:

##### **A. Criteria**

- Completed and signed cover page by authorized person(s) to obligate the company/partnership.
- All addenda acknowledged and submitted with proposal where required.
- Bid bond submitted with proposal. Note, an irrevocable letter of credit or cashier's check may be submitted in lieu of the bid bond by small business.
- Provide an executive summary (one page or less) with experience, expertise, qualifications and success in providing the requested services.
- Include details of all programming (events, competitions, etc.) and proposed sale of merchandise.
- Projected cash flow must be shown on a statement covering the period of the proposal.

## B. Service

- Identify key members of the company/partnership, including those who will be responsible for the day-to-day operation of the Concession. Each individual must possess sufficient ability to manage and resolve issues and/or problems within their defined area of responsibility.
- The company/partnership will be required to designate an individual with overall responsibility and authority to interact with Town authorities.
- Provide information regarding the weekly schedule that demonstrates the use of the facility. Include information regarding membership, general access, promotional events and competitions.

## C. Experience, References and Resumes

- Provide details of operations owned and/or references for operations managed within the past five (5) years. For each reference, list the name of the entity, primary contact name and telephone number, and e-mail address. Include minimum three (3) business references.
- Submit resumes for all key members identified as part of the company/partnership.

## D. Additional Qualifications

Proposals should include the following information;

- Overall financial stability of the company/partnership.
- If the proposal is a joint venture, qualifications of each company comprising of the joint venture should be separately identified, including the company that is to serve as the principal. Complete information on qualifications and experience should be provided for all joint venture partners.
- If proposing to be a newly formed company, joint venture or partnership, a financial statement which shows the amount of capital pledged or paid in by the stockholders together with personal financial records of the individuals, must be submitted with the proposal.
- Provide details of fundraising experience and community outreach strategies.

## E. Fee Proposal

- Completed and signed proposal form. (Page 6)
- Submit current financial statement(s) with proposal in a separate and sealed envelope indicated as such. The Town intends to keep these details confidential to the extent permissible under law and will return to the Proposer upon completion of the proposal review process or award or contract.

## F. Selection Process

Upon review of all proposals received, selection shall be based on the following:

- Comprehensive proposals responding to all items as requested.
- Overall qualifications and experience, expertise and references.
- Competent, experienced and adequate staff to manage/supervise/operate the Concession as defined in this document.
- The successful Proposer's proven ability to manage a sports performance training facility, safely and competently, including experience with a municipal environment.
- The successful Proposer's commitment to offer the public a high level of service.
- Knowledge of the location and its surroundings.
- The financial strength of the successful Proposer (company/partnership/joint venture).
- The rate of return realized by the Town over the full term of the contract.

## G. Interview Process

- Upon review of all proposals received, and where deemed necessary in the best interests of the Town, multiple finalists may be selected to present their proposal to all relevant Town of Fairfield board and/or committee members, prior to award of contract.
- Interviews, where and if requested, will be scheduled as promptly as possible.

## REQUIREMENTS

- A. The Town of Fairfield reserves the right to award the proposal:
  - to more than one proposer, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
  - to a single proposer who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
  - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- B. The Proposer must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- C. The successful Proposer **MUST** secure all required permits (local, state, federal) prior to commencing work.
- D. The awarded Proposer will have access to the sites immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Town's Parks and Recreation.
- E. Award of these services either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- F. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; RFP Invitation, Addendum, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**

## SUBMISSIONS

This section of the RFP establishes certain standards of experience and financial capabilities for a Respondent to be deemed qualified. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The Town, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent.
- B. Provide the business history of the primary Respondent. Include any changes in the Respondent's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. Include resumes and project lists of the key personnel who are proposed to work on this project.
- G. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- H. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each.
- I. Provide examples of work produced for similar projects completed within the past five years.
- J. Describe how your company plans to meet the project scope and services. The plan should explain the technical approach, methodology, specific tasks and activities that will be performed by your company to address the specific project tasks, as well as proposed product manufacturers to meet the RFP specifications.
- K. Fee Proposal: Respondents shall complete the attached Fee Proposal Form, as well as provide a date when work will be completed.

**EVALUATION OF PROPOSALS**

**POINT VALUE**

The Town will evaluate proposals based on:

- Qualifications, experience, and references regarding the installation of similar design and products. 25
  - Ability to meet the Town's goals and requirements as described in this RFP document. 25
  - Competitiveness of Pricing 25
  - Reputation, brand, quality of the equipment proposed 20
  - The Contractor's knowledge of, and experience with, municipalities in the State of Connecticut 5
- TOTAL 100

**FEE PROPOSAL**

The undersigned hereby makes an offer to operate the Concession as specified herein, and proposes to pay the following fees:

<u>YEAR</u>	<u>ANNUAL FEE</u>	<u>WRITTEN AMOUNT</u>
<b><u>Initial Contract Years:</u></b>		
2023	\$ _____	<i>★ SEE ATTACHED</i>
2024*	\$ _____	_____ *
<b><u>Optional Renewal Years:</u></b>		
2025*	\$ _____	_____ *
2026*	\$ _____	_____ *
2027*	\$ _____	_____ *

\*Amount cannot be less than the previous year. Subsequent annual fee must be equal to or higher than the previous year. No exceptions.

NOTE: In addition to the annual rent, the Town will take into consideration a split (i.e. 80/20) of all profits after expenses. Include such offers as an attachment to your proposal submission for these services.

It is understood and agreed upon that the initial Concession award shall be for two (2) consecutive annual terms (2023 and 2024). Each renewal term shall commence on the 1<sup>st</sup> January each year and conclude on the 31<sup>st</sup> December of the same year. The contract shall include three (3) optional one-year renewal terms.

A cost of living allowance (COLA) increase shall be applied to each term renewed, based on CPI-U (Consumer Price Index - Urban) as published on the Connecticut Department of Labor (CTDOL) website. Each increase shall be applied to the previous year amount.

If selected, Concessionaire agrees to sign the Agreement with the Town of Fairfield, as appended to the bid document.

In making this offer, the undersigned agrees that no officer, employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00) in this project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission or committee of which he/she is a member. Nor shall the officer, employee or member have an financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for material or services to be furnished or used in conjunction with this project, which comes under his/her jurisdiction or the jurisdiction of any board, commission or committee of which he/she is a member.

The undersigned is expected to attach the following documents to support the offer to provide the services of the Concession:

1. Qualifications of Applicant(s)
2. Statement(s) of Financial Condition
3. Statement of Anticipated Cash Flow
4. Business and Personal References
5. Proposal

Name MR. JOE OPPEDISANO

Title OWNER

Address 258 VALLEY VIEW RD  
FAIRFIELD, CT 06824

Phone 203-246-8058 Fax \_\_\_\_\_

Signature 

Name Y/L ATA (Maher Atta)

Title OWNER

Address 17 Pansy Circle  
Fairfield, CT 06824

Phone 336-255-9103 Fax \_\_\_\_\_

Signature 

Boost Sports Performance Academy  
17 Pansy Circle, Fairfield Ct 06824  
FIN 82-3738473  
[dianne@boostsportsacademy.com](mailto:dianne@boostsportsacademy.com)  
203-292-6339

Boost Sports Performance Academy is proposing to pay the Town of Fairfield an annual fee of \$32,280 (\$2,690 monthly) for the rental of the space. In addition to the proposed rental fee, Boost is proposing a monthly commission fee of twenty per-cent (20%) for all team training, party rentals, monthly membership fees, as well as programs offered through the town website. Concerning the program offerings, the Town of Fairfield Parks and Recreation Department will advertise Boost proposed programs through all of their available resources such as emails and flyers. The Town of Fairfield will collect the full fee for these programs, retaining 20% of all revenue collected for any programs; and return the remaining 80% balance to Boost on a monthly basis. Concerning Boost's membership programs and team training, Boost will collect the full fee for monthly memberships, retaining 80% of all revenue collected for any Boost monthly membership fees; and then submit a twenty percent (20%) monthly membership commission fee to the Town of Fairfield Parks and Recreation Department on a quarterly basis.

Boost Sports Performance Academy has been owned and successfully operated for the past five years by Fairfield residents Dianne and Maher Atta, and Joe and Sarah Oppedisano . Both couples bring years of experience at a professional level and working with youth, as well as a strong connection to Fairfield athletics and a desire to bring high-level speed and agility training to the area.

Our coaches have been with us for the past five years as well.

Ottis Lewis brings his experience in the NFL with a passion to mentor and train athletes of all ages. Specializing in speed, as well as agility and quickness, Coach Lewis brings the elite athlete out of his clients. He offers Flag Football camps every summer to the town of Fairfield.

As a basketball player and coach, Jahdeh Somerville specializes in speed and agility training combined with ball handling. He offers basketball camps and clinics throughout the year, focusing on all aspects of the game from beginner to advanced. Coach J is involved in our Pre-K programs and brings enthusiasm and the joy of sport to our youngest clients.

Maher Atta played soccer at the collegiate and professional level and brings 25 years of coaching experience. He develops athletes of all ages, implementing soccer-specific movements with a focus on technique. Coach Maher offers clinics throughout the year teaching basic soccer skills to younger athletes as well as camps in the summer.



Joe Oppedisano is a black belt in Brazilian Jiu Jitsu and the owner of Fit Club. He brings over 12 years of experience working with children and adults in the fitness industry. He is an invaluable addition to Boost with his knowledge and skills.

Our newest addition to the Boost team is Denise Denis. Denise played softball professionally and is in Connecticut's Hall of Fame for Fastpitch Softball. With 17 years of sports performance training in Fairfield County, Denise has trained athletes in many different sports including football, soccer, and volleyball to name a few. She is expanding our presence in the elementary schools offering after school programs for 3rd-5th graders.

Boost Sports is deeply rooted in the community of Fairfield and the surrounding towns. We have established ourselves over the past 5 years as a leader in quality services and have enjoyed working with school teams and individuals from Ludlowe, Warde, Staples, Trumbull, St.Pious, St Joes, Fairfield Country Day, and athletic clubs such as FUSA, FYF, CT Wolfpack, and many, many others. We look forward to continuing our work with the Town of Fairfield and serving the youth of our community.



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### Agreement – December 2022 Sports Performance & Athletic Training Services

THIS AGREEMENT, dated the \_\_\_ day of December, 2022 is between the Town of Fairfield, 725 Old Post Road, Connecticut (hereinafter called the "Town") and Boost Sports Performance Academy, 17 Pansy Circle, Fairfield, Connecticut (hereinafter called the "Concessionaire").

WHEREAS, in accordance with the PROPOSAL submitted in response to **RFP #2023-32** the Town hereby awards the Concessionaire the delineated portion ("Demised Premises") of the Recreation Center located at 210 Old Dam Road, Fairfield, CT (hereinafter called the "Premises") as defined in the Scope of Services.

Concessionaire, at own option, may schedule outdoor events at the adjacent South Pine Creek complex with prior permission of the Parks and Recreation Department and/or Commission.

#### Demised Premises:

- Concessionaire shall have exclusive use of the indoor space which consists of a large game room and all purpose room, commercial kitchen, office space, multiple storage closets, with the exception of the two public access bathrooms. The game room and all-purpose room combined covers approximately 7,600 square feet. The bathrooms are shared with golf patrons, the tennis center, and the general public. There are no locker room facilities in the building. Town shall supply all paper products, cleaning supplies and hand soap required to maintain the shared bathrooms during the operating term (season) of the Par 3 Golf Course.
- Outdoor space is located at the adjacent South Pine Creek complex which consists of grass fields utilized for soccer and football. The complex also includes a softball field and a baseball field. Scheduling of available fields (when not already scheduled for Town Recreation Department programs and events) will need to be confirmed in writing by the Concessionaire with the Parks and Recreation Department.
- The parking lot accommodates 116 spaces with additional parking on the street. Note these parking spaces are shared with the adjacent golf course and adjoining tennis facility.

#### **The Town and the Concessionaire hereby agree as follows:**

1. **Term:** This Agreement is for two (2) consecutive annual terms, **2023** and **2024**. A "term" commences on 1st January and concludes on 31st December of the same year. The Agreement shall consist of three (3) optional one-year renewal terms, unless otherwise terminated in accordance with the terms of this Agreement. A cost of living allowance (COLA) increase shall be applied to each renewal term, based on CPI-U (Consumer Price Index - Urban) as published on the Connecticut Department of Labor (CTDOL) website. Each increase shall be applied to the amount of the previous year, commencing with the second year of the initial contract.

2. **Purpose:** The premises shall be used by the Concessionaire for the purpose as set out in the Scope of Services while providing a secure and safe environment for the general public and as the Town deems necessary. Concessionaire may provide additional services, such as, but not limited to, lessons and development, promotional events and competitions, where approved by the Parks and Recreation Department and/or Commission.

Merchandise and incidental items that are relevant to the business of operation (i.e. sporting equipment and apparel) may be sold to patrons. All sales must be confined to inside the building. Selling such items outside of the building will not be permitted. The Concessionaire may not engage in any other business other than specified in the contract. Sale of equipment and apparel will require approval of the Parks and Recreation Department and/or Commission, including any scheduled outdoor event.

Concessionaire may prepare and cater hot/cold foods utilizing the commercial kitchen on the premises for patrons participating in regular programs and scheduled events. Approval must be issued by the Fairfield Health Department.

The preparation and sale of food to the general public is prohibited. The sale of alcoholic beverages, tobacco products, electronic cigarettes, vaporizers, and related products is also strictly prohibited.

The Concessionaire, at own cost, may provide tables and seating, including umbrellas and shade protection for patrons. All seating, furniture and furnishings must be approved by Parks and Recreation Department and/or Commission. All egress / access ways must be approved by the Fire Marshal.

3. **Annual Payment Schedule:** Concessionaire shall pay the following to the Town of Fairfield.
  - A. **Annual Rental Fee:** Concessionaire shall pay to the Town of Fairfield the sum of Thirty-Two Thousand Two Hundred and Eighty (\$32,280) Dollars per year, payable in equal monthly installments of \$2,690.00 on the fifteenth day of each month.
  - B. **Additional Rent:** Concessionaire shall pay, as additional rent, a sum equal to twenty (20%) percent of revenue received by the Concessionaire for program fees, membership fees and rental fees for parties, after the cost of trainers, coaches and staff has been deducted. Personal training services is exempt from additional rent.

Additional rent shall be remitted quarterly, within ten (10) days of the end of each quarter, together with an accounting of all sums received by Concessionaire during that quarter.

Town shall have the right to audit Concessionaire's books and records upon reasonable notice. All payments shall be made payable to the Town of Fairfield and delivered to the Parks and Recreation Department, 75 Mill Plain Road, Fairfield, CT 06824.

Any payment not received within ten (10) days of its due date shall be subject to a late fee of 1.5% of such payment.

4. **Premises:** The agreed Premises shall include approximately 7,600 s/f situated inside the Recreation Center, 210 Old Dam Road, Fairfield, CT and designated open space at the South Pine Creek complex.
5. **Quality and Price:** All products sold and services performed shall be relevant to the sports performance and athletic training industry and be of good quality and competitive price. Price shall be fair and reasonable and not higher than prices customarily charged at other local, similar facilities. Note the sale of alcohol, tobacco, glycol, glycerin and food products is strictly prohibited.
6. **Maintenance of Premises:** Except for structural repairs, the Concessionaire, at his/her own cost and expense, shall maintain the portion of the agreed premises in full and complete repair to the satisfaction of the Parks and Recreation Department and/or Commission. Any structural damage must be reported to the Town immediately. No alterations shall be made to the Premises without the prior written approval of the Town.

The Concessionaire shall keep the surrounding area, including, but not limited to, a distance of approximately fifteen feet surrounding the premises, clean and neat at all times.

All refuse shall be kept in proper containers. Trash may be emptied as necessary into commercial refuse containers at fields where provided by the Town. Concessionaire must adhere to the Town of Fairfield recycling program, as prescribed by Town ordinance.

NOTE: The Town is not responsible for providing a cleaning contractor to maintain the premises.

7. **Title and Risk of Loss:** Title to the building is held by the Town and risk of loss from fire or other casualty to property shall be borne by the Town, unless such loss is caused by negligence of the Concessionaire. Any risk of loss by fire or other casualty to any equipment of the Concessionaire shall be borne by the Concessionaire and the Town shall have no responsibility for it in such regard. Any risk of loss by fire or other casualty to any equipment of the Town shall be borne by the Town, unless such loss is caused by negligence of the Concessionaire.
8. **Conduct of Business:** The Concessionaire and his/her employees shall comply with all rules and regulations of the Parks and Recreation Commission, including Town and State Boards where governing the use of the business leased/licensed to the Concessionaire of the premises. All persons engaged in the conduct of the business shall maintain a clean, neat appearance.
9. **Hours:** The Concessionaire agrees to keep the concession open daily. Permissible operating hours are between 6:30AM and 10:00PM. Hours of operation may be subject to review as designated by the Parks and Recreation Department and/or Commission.
10. **Responsibility:** The Concessionaire shall conduct his/her business so as to interfere as little as possible with the use of the neighboring Par 3 Golf Course and adjoining Tennis Center, and the general public.
11. **Security Deposit / Performance Bond:** To ensure the faithful performance of the Agreement between the Concessionaire and the Town, the Town will accept one (1) (or a combination) of the following surety arrangements each year, which shall in total equal twenty-five (25) percent of the annual rental fee for that year; (1) an irrevocable annual bank letter of credit; or (2) cash for subsequent deposit (escrow) in a Town no-interest bearing Reserve Account; or (3) other acceptable surety arrangements agreed upon between the Town and Concessionaire. The financial security proposed by the Concessionaire must be approved prior to signing the Agreement and the actual surety documents shall be available when the Agreement is signed. Thereafter, on 1st January each year, the Concessionaire shall provide a Security Deposit/Performance Bond for the current term. The Security Deposit/Performance Bond will serve to guarantee the performance of the contract and also to satisfy any damage to the premises or to equipment owned by the Town of Fairfield.

All bonds, including payment and performance bonds when applicable shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

12. **Insurance:** The Concessionaire shall furnish proof of Commercial General Liability insurance, including premises, operations products and completed operations liability in an amount not less than \$1,000,000 per occurrence, \$3,000,000 aggregate. Such insurance shall name the Town of Fairfield as an additional insured and honor Concessionaire's indemnity obligation. Proof of Connecticut worker's compensation and employer's liability insurance shall be provided to show coverage for all individuals working at the concession including owners and proprietors. The Concessionaire's liability is not limited by the insurance requirements.
13. **Hold Harmless:** In addition to providing insurance, Concessionaire shall indemnify and hold the Town, its employees, officers and agents harmless from all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of or in any way arising out of this lease/license or the condition of the Premises, except by reason of defects that are the responsibility of the Town.
14. **Public Utilities Charge:** Concessionaire shall be responsible for fifty (50) percent of all utility payments (i.e., electricity, natural gas, and water) in addition to the annual fee. The Concessionaire shall be responsible for scheduling the installation of telephone, Wi-Fi, and Internet access, at own cost. These services are not provided by the Town.
15. **Inspection:** Authorized representatives of the Town shall be permitted to inspect the premises at reasonable times.

16. **Accounting Records:** The Concessionaire agrees to keep the book of account and records of all operations according to generally accepted accounting procedures. Concessionaire shall permit an inspection of books and records by the Park and Recreation Department and/or Commission, as often as such inspection is deemed necessary.

No later than sixty (60) days' after the close of each annual term, Concessionaire shall furnish the Parks and Recreation Department and/or Commission with a certified tabulation of gross receipts, and profit and loss statement.

17. **Assignment or Subletting:** The Concessionaire will not assign this Agreement or sublet any portion of the premises or buildings without first obtaining the written consent of the Town.
18. **Termination of Agreement:** If the Concessionaire fails to operate the Concession for five (5) consecutive days during the term without the approval from the Parks and Recreation Department and/or Commission, or is adjudicated bankrupt, or has admitted insolvency in writing or a receiver or other officer of any court is appointed to take charge of the property or affairs of the Concessionaire, or if any assignment is made by the concessionaire for the benefit of creditors, the Town shall have the right to terminate this Agreement by giving (30) days' written notice of termination to the Concessionaire.

No waiver by the Town of any default by the Concessionaire shall be deemed to operate as a waiver of any subsequent default.

Should the building structure, fixtures and furnishings be damaged and rendered temporarily unusable by fire or other casualty, the Town shall restore the structure to its condition prior to the casualty, provided this can be performed for less than \$5,000.00. As long as said structure is not usable by the Concessionaire, the rent shall be abated on a prorated basis. The Town shall be under no obligation to restore the structure in the event of major damage or destruction by fire or other casualty.

19. **Articles of Equipment:** The Concessionaire shall install at own expense all additional equipment necessary for the proper operation of the Concession and shall be responsible for full payment of such equipment, excluding any equipment that may be provided by the Town of Fairfield. All equipment, fixed and expendable, shall be maintained in good order and repair at the Concessionaire's sole cost and expense.

All proposed furnishings, fixtures and temporary structures, such as, storage racks, booth tents, shade canopies, staging, etc., where supplied by the Concessionaire shall be subject to approval by the Parks and Recreation Department and/or Commission. No permanent fixtures or structures will be permitted.

Plans and specifications for any proposed additional equipment or alterations to existing structure require review and approval by the Parks and Recreation Commission. Those approved must be installed/altered/and inspected per all building, fire, and other applicable codes.

Title to all equipment provided by the Concessionaire shall remain with the Concessionaire, and such equipment shall be removed by the Concessionaire within ten (10) calendar days of termination of this Agreement. Should any property remain on the premises after the ten day period, the Parks and Recreation Commission may deal with the same as though it had been abandoned, choosing either to take title to the property and/or charge all costs and expenses involved in its removal to the Concessionaire.

20. **Sale of Food, Liquor, and Tobacco Products:** It is understood, that under no condition, will any alcoholic beverages or tobacco products be sold, purveyed, vended or permitted within any areas operated by the Concessionaire, even should such products be brought to the premises by patron or visitor. Electronic cigarettes, personal vaporizers, liquid mixes of propylene glycol and/or vegetable glycerin are also strictly prohibited.

Food and beverages may be prepared and sold on the Premises for patrons participating in regular programs and scheduled events. Sale of food and beverages to the general public is strictly prohibited.

21. **Compliance with Laws:** The Concessionaire will not permit any violation of the laws of the State of Connecticut or ordinances of the Town of Fairfield by the Concessionaire or by its personnel, nor will the Concessionaire permit or suffer any noxious or offensive business, trade or occupation, to be carried on at said concession, nor permit the premises to be occupied or used for immoral or illegal purposes.

22. **Cancellation of Contract:** The Town reserves the right to cancel this Agreement upon giving thirty (30) day's written notice if the Concession is not operated to the satisfaction of the Parks and Recreation Department and/or Commission.

IN WITNESS WHEREOF, the Town of Fairfield (Town) has caused this Agreement to be signed by its Purchasing Authority (Director of Purchasing and First Selectman) and "Concessionaire/Company trading as" has caused this Agreement to be signed by "Name of Principal/Owner" its Owner on this \_\_\_\_\_ day of December, 2022.

**TOWN OF FAIRFIELD**

\_\_\_\_\_  
**Gerald J. Foley**  
**Director of Purchasing**

\_\_\_\_\_  
**Brenda C. Kupchick**  
**First Selectwoman**

**CONCESSIONAIRE**

\_\_\_\_\_  
**Mr. / Ms.**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

**CONCESSIONAIRE**

\_\_\_\_\_  
**Mr. / Ms.**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

**RFP #2023-32**

**DESC: Sports Performance & Athletic Training Services**

**DATE: 20th, October 2022, 2:00 pm**

**Town of Fairfield  
Submitting Companies**

**Boost Sports Performance Academy  
Fairfield, CT**



November 18, 2022

Attn: Mr. John Cottell  
Assistant Director of Public Works  
Town of Fairfield  
Fairfield, CT

**RE: RFP #2017-78: Contract Extension for Leaf and Yard Waste Facility**

Dear Mr. Cottell,

Denali would like to propose to the Town of Fairfield to extend the term of the Contract for the Leaf and Yard Waste Facility (RFP #2017-78) for the remaining five (5) years of extensions, with an end date on December 31, 2027.

On page 2 of 32 of the Contract under Section, "Term/Renewal of Contract," the contract states the following:

"Each renewal term may be extended at the sole and absolute discretion of the Town of Fairfield."

On page 25 of 32 of the Contract under Section 2, "Obligations of the Company" Sub-Section D, "Compost Facility Support Services" #2, the contract outlines that we (Denali) are responsible to provide a suitable scale that will be sold back to the Town upon request at the expiration of the contract.

As discussed in our meeting, the current scale is in need of replacement. Denali is requesting the Town extend all remaining extensions (total of 5 years) available under the contract. In return, Denali will purchase and install a replacement scale that the Town of Fairfield will own at the end of the contract extension (12/31/27). The estimated cost of a replacement scale is approximately \$80,000. Please see attached quote from Action Scale for the planned replacement. We believe the above contract language gives the Town the authority to grant all extensions at once.

In addition, Denali would like first right of refusal of all biosolids compost generated by the Town of Fairfield as outlined in the contract language below. We would offer a 25% revenue share on all compost sold by Denali.

On page 25 of 32 of the Contract under Section 2, "Obligations of the Company" Sub-Section C, "Compost Facility Support Services" #1 & #2, the Contract states that the company (Denali) will "market all of the resulting end product itself or by contract with a third party marketer..."

Commercial Tip fees will continue to be adjusted as needed, and all other contract terms will remain the same.

Thank you for your consideration and we look forward to our continued partnership with the Town of Fairfield.

Sincerely,

Jason Browne  
General Manager, North Region



# Action Scale & Calibration

**Two locations in Connecticut:**

**Lou Procopio, Sales Heavy Capacity**  
14 Meadowbrook Rd. Southbury, Ct. 06488  
203-231-7210  
e-mail: lprocopio@charter.net

**Rich Malyszko, Sales / Service**  
760 Whittemore Rd. Middlebury, CT 06762  
203-577-6420 Fax: 203-577-6425  
e-mail: Actionscale@aol.com

**TRUCK SCALES**  
SALES ☺ SERVICE

**Quotation 082522 MA**

**August 25, 2022**

**We Care Denali**  
295 Richard White Way  
FAIRFIELD Ct. 06824

**Attn: Mr. Ryan Kelly**

Re: **New** 50' x 10' Full Electronic Heavy Duty Steel Deck  
Truck Scale to be installed on existing foundation.  
**NEW 50' x 10' Mid America FULL ELECTRONIC**  
**HEAVY DUTY 3/8" STEEL DECK**  
**ABOVE GRADE TRUCK SCALE Pipe Side Rails**

**Thank you for this opportunity to be of service.**

**Your Existing Truck Scale needs to be replaced ASAP.  
We are pleased to offer the following Proposal  
for NEW scale equipment for your project.**

**The enclosed proposal shows prices, terms, delivery, and equipment.  
The design and construction of this product demands:  
"Total Quality Management" (T.Q.M.) Manufacturing techniques,  
and Highest Quality Materials.**

**If you have any questions, please do not hesitate to call on me.**

**Thank You,  
Lou Procopio**

## **EQUIPMENT**

**FULL ELECTRONIC TRUCK SCALE w 3/8" Steel Deck**  
**To be installed on existing Slab foundation.**



**One (1) MID AMERICA MODEL TS 5010**  
**PLATFORM SIZE = 50' x 10' x 16" Height**  
**Capacity = 100Tons. Dual Tandem Axle Rating = 40 Tons.**



**USE EXISTING Digital Indicator / Printer**

**Includes:**

**Six (6) 75,000Lb Cap'y Load Cells.**  
**Weighbridge & Foundation Hardware.**  
**Heavy Duty 3/8" Steel Deck.**  
**Steel Pipe Side Rails on both sides.**

## **Dismantling and removal of EXISTING Concrete Deck Scale**

**ACTION Scale will cut existing Concrete deck scale into 5' x 10' manageable pieces.  
Customer to furnish assistance and machine to dispose on site.**

## **FOUNDATION**

**Utilize existing 50'x10' Slab foundation, and approaches.**

## **INSTALLATION NEW 3/8" STEEL DECK SCALE**

**Based on Non Union Labor.**

**Furnish Crane to unload and set new scale**

**Install New Scale Weighbridge,**

**Test & Calibration to Weights & Measures Certification,**

**by Action Scale is included.**



## **TERMS & CONDITIONS**

Payment Terms----- 50% Deposit with order,  
40% upon delivery, Balance upon Completion.  
Delivery ----- Dec. 2022, (16 weeks, from receipt of deposit.)  
Plus Tax ----- (Local, State or Federal, If applicable)  
Freight ----- Included  
Validity of Proposal ----- 30 days

## **CUSTOMERS RESPONSIBILITIES.**

- a) Furnish building to house instrumentation.
- b) Furnish clean AC power at Indicator location.
- c) Sign this Quotation.
- d) Any permits, Federal, State or Local.
- e) Customer to furnish machine to lift cut up Existing Concrete Deck 5'x10' pieces and dispose on site, and clean up area prior to Install.

## **"CERTIFIED DRAWINGS"**

These will be issued upon receipt of order by Action Scale and will be the correct installation drawings for existing foundations, and will be stamped "Certified" for this particular project.

TOWN OF FAIRFIELD

ASSIGNMENT OF CONTRACT

CONTRACT OPERATIONS AND SERVICES AGREEMENT

RFP #2017-78

THIS ASSIGNMENT OF CONTRACT (this "Assignment") is entered into as of July 15, 2019 by HARVEST NEW ENGLAND, LLC, a Delaware limited liability company, ("Assignor") and WECARE DENALI, LLC, a Delaware limited liability company ("Assignee"). For valuable consideration, the parties hereto, each intending to be legally bound and to bind their respective successors and assigns, hereby covenant and agree as follows.

RECITALS

WHEREAS, on or about August 1, 2017, the Assignor, entered into a contract with Town of Fairfield, CT (the "Town") wherein the Assignor agreed to provide yard waste acceptance, processing and the sale of bulk horticultural services for the Town; and

WHEREAS, on July 15, 2019 the Assignor was acquired by the Assignee and as result the Assignor wishes to release its interests in the Contract and assign all of its rights, title and interests in the Contract to WECARE DENALI, LLC a Delaware limited liability company (the "Assignee").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee, and Assignee hereby accepts, all Assignor's rights, title and interest in and to this certain Contract, which Contract pertains to providing yard waste acceptance, processing and sale of bulk horticultural services for the Town.

2. Assignor represents and warrants to Assignee that the Contract has not been assigned previously and is not subject to any lien or encumbrances.

3. Assignor, and not Assignee, shall be responsible for the observance and performance of all its agreements and obligations under the Contract arising prior to 12:01 a.m., prevailing Eastern time, the date hereof. Assignee and not Assignor, shall be responsible for the observance and performance of all such agreements and obligations under the Contracts arising on or after 12:01 a.m., prevailing Eastern time, the date hereof.

~~XXXXX Nothing herein contained is intended to create agreement with or obligation by Assignor or Assignee to the contract or under the Contract.~~

5. To facilitate execution, this Assignment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

WITNESS:

Elizabeth M. Cardia  
Elizabeth M. Cardia

ASSIGNOR: HARVEST NEW ENGLAND, LLC

Stuart W. Noyes

By: \_\_\_\_\_  
Name: Stuart W. Noyes  
Title: Authorized Representative

WITNESS:

[Signature]

ASSIGNEE: WECARE DENALI, LLC

Robert G. Cuarey  
By: \_\_\_\_\_  
Name: ROBERT G. CUAREY  
Title: CFO

**ACKNOWLEDGEMENT AND CONSENT**

Town of Fairfield, Connecticut hereby acknowledges the foregoing Assignment between the Assignor and Assignee and consent to the terms set forth herein.

WITNESS:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF FAIRFIELD, CONNECTICUT, a body corporate and politic

By: [Signature]  
\_\_\_\_\_  
First Selectman Selectwoman  
Brenda L. Kupchick

By: [Signature]  
\_\_\_\_\_  
Director of Purchasing  
Gerald J. Foley

APPROVED FOR LEGAL SUFFICIENCY 2020  
This 16th day of March, 2019:

[Signature]  
\_\_\_\_\_





## **CONTRACT OPERATIONS AND SERVICES AGREEMENT**

AGREEMENT by and between Harvest New England, LLC, a limited liability company authorized to do business pursuant to the laws of the State of Connecticut, and doing business as “Harvest New England,” hereinafter referred to as the “Company,” and the Town of Fairfield, a municipal corporation duly organized and existing pursuant to the laws of the State of Connecticut, hereinafter referred to as the “Town.”

### **RECITALS**

WHEREAS, the Company has experience in the operation and maintenance of yard waste collection, transfer and processing facilities, the control of odor generated by such facilities, and the provision of contract operating services for such facilities; and

WHEREAS, the Company has experience in the marketing of yard waste compost, biosolids compost and other bulk horticultural products; and

WHEREAS, the Town owns and operates an in-vessel agitated bin compost facility, including all associated equipment, and the belt filter press dewatering equipment, hereinafter referred to as the “Compost Facility,” located at the Fairfield Water Pollution Control Facility, hereinafter referred to as the “WPCF” at 330 Richard White Way (formerly One Rod Highway) within the corporate limits of the Town; and

WHEREAS, the Town owns an approximately six acre site on Richard White Way (formerly One Rod Highway), hereinafter referred to as the “Facility Site,” utilized as a yard waste facility for collection and processing of organic yard waste and the sale of bulk horticultural products, hereinafter referred to as the “Facility”; and

WHEREAS, the Town published Request for Proposals #2017-78 (the “RFP”), soliciting bids from entities wishing to operate, maintain and manage the Compost Facility; and

WHEREAS, the Company was the bidder selected; and

WHEREAS, the Town and the Company desire to enter into an Agreement wherein the Company will operate, maintain and manage the Facility, provide compost facility support services for the Town under the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION 1 – DEFINITIONS**

The following terms shall have the following meanings when used herein:

“Agreement” means this agreement 19 pages in length. “Agreement” shall also include all of the conditions, obligations and requirements contained in RFP #2017-78.

“Amendment or Bulking Agent” means the amendment of ground leaves, certain sawdust or wood chips if such wood chips: (1) are less than one inch in size; (2) have a moisture content of 40% on average, and less than 45% at maximum; (3) are clean wood, free of paint, stain, preservatives, or other chemical contamination; (4) are free of demolition material; (5) are free of sand and grit; and (6) meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used.

“Biosolids” means sewage sludge, the material which is primarily organic solid residue of the pre-treated industrial, residential, and commercial wastewater purification process at the WPCF.

“Compost” means the “composted biosolids” produced by the Town in the compost facility at the WPCF and delivered by the Town to the Facility for curing, storage, processing and disposal by the Company.

“Commercial Vehicles” shall mean all vehicles, other than non-commercial vehicles or Town vehicles (both defined below), with valid Town beach / dump stickers attached to the windshield.

“Contract” means this Agreement.

“Calendar Year” means any twelve (12) month period within and during the term of this Agreement commencing on January 1 and ending on December 31.

“Cost(s)” means expenses incurred in the provision of materials, supplies, and/or services as described herein.

“Effective Date” means August 1, 2017.

“Non-Commercial Vehicles” means any passenger vehicle, pick-up truck, or passenger vehicle with a trailer, hauling yard waste from a personal residence, with one of the following Town beach / dump stickers attached to the windshield: (1) Parks & Recreation Permit for (a) “Beaches-marinas-town dump-A”, (b) “Lake Mohegan Beach Pass” or (c) “For official use only” card and (2) Solid Waste and Recycling for (a) “OTP”, (b) “CRV”, (c) “PRV” or (d) a “Five Day Pass” receipt.

“Preventive Maintenance” means the routine and/or repetitive activities required by the equipment or facility manufacturer, Company or Town to reasonably maximize the service life of the equipment, vehicles, and components of the Facility.

“Processing Fee” shall be as defined in Section 4 C (1)

“Public Works” means the Public Works Department of the Town of Fairfield.

“Resident” means any individual who resides in a residential property in the Town, in his or her capacity as owner or legal occupier of such residence, and does not include an individual acting

as a landscaper or engaged in a commercial business, irrespective of whether said individual charges fees for the collection and disposal of yard waste.

“RFP” shall mean Request for Proposals #2017-78, issued by the Town of Fairfield, including all schedules, exhibits and addenda.

“Subcontractor” means any person, partnership, corporation or other entity contracting directly with the Company to perform any of the contractual obligations of the Company contained in Section 2.

“Term” means the term of this Agreement as defined in Section 10.C.

“Town Vehicle” means any vehicle with a Town of Fairfield municipal license plate or any commercial vehicle operated under contract to the Town and identified to the Company as such.

“Unforeseen Circumstance” means any of the following events or conditions having an effect on the performance of the terms set out in this Agreement, or on the operation of the Facility or any part thereof, including, but not limited to the following:

- (1) A change in law including:
  - (a) The adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the effective date of any Federal, State or local law, regulation, rule, requirement, ruling or ordinance.
  - (b) The order (including an order to perform any clean-up of the facility sites to remedy a condition existing prior to the effective date) and/or judgment of any Federal, State or local court, administrative agency or governmental officer or body, after the effective date, or any permit, license, consent, authorization or approval essential to the performance of this Agreement, if it is not also the result of willful or negligent action of a lack of reasonable diligence of the Company.
- (2) An act of God, landslide, lightning, earthquake, tornado, flood, hurricane, storm, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot, civil disturbance or other casualty loss.
- (3) Strikes including labor disputes, lockouts, work slowdowns or work stoppages, but excluding labor disputes, lockouts, work slowdowns or work stoppages by employees of the Company.
- (4) The loss of, or inability to obtain, service from a utility necessary to furnish power for the operation and maintenance of the facility, for other than the Company’s negligence or non-payment.
- (5) Accidents, epidemics, acts or omissions of government, or delays in transportation of supplies, materials or equipment, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Company.
- (6) Any change in the Town’s curbside leaf collection program that results in curbside collected leaves being designated for drop-off at the facility.

“Yard Waste” or “Yard Waste Material” includes leaves, grass, clean wood waste, other yard trimmings, and such other organic materials as may be mutually agreed upon between the Company and the Town and does not include any other materials.

Other terms not specifically defined hereunder shall have the meanings generally ascribed them in the waste collection and disposition industry.

## SECTION 2 – OBLIGATIONS OF THE COMPANY

- A. Payments:** The Company shall make all payments to the Town provided for in Section 4 and shall pay for all Town services made available to it as provided for in Section 3.A.
- B. Operations, Maintenance and Management Obligations – In General:** Pursuant to the terms of this Agreement, the Company shall provide for the full operation, maintenance and management of the Facility. Specifically, but not by way of limitation, the Company shall:
- (1) Comply with all applicable federal, state and local laws, permits and regulations, obtaining and keeping in effect all permits or licenses that the Company is required to hold in order to be an operator of the Facility, including, but not limited to the full and continuous compliance with all state and federal regulations regarding compost product characteristics, analyses and reports, intended product users, application restrictions, record keeping and weighing.
  - (2) Provide a Plan of Operations, updated on Feb. 1 of each calendar year. This must be acceptable to the Town and to Connecticut Department of Energy and Environmental Protection (“CT DEEP”) for permitting purposes.
  - (3) Provide, at its cost, the licensed and experienced staff necessary to operate the Facility;
  - (4) Perform the odor control and handle public relations for the Facility;
  - (5) Expend reasonable efforts to minimize noise, dust and traffic at the Facility;
  - (6) Comply with the Town’s emergency response plan, as may be specified from time to time by the Town, in writing;
  - (7) Reasonably cooperate with the Town with respect to enforcing existing equipment warranties and guarantees, and maintaining warranties on any new equipment purchased by the Town for use at the Facility;
  - (8) Provide representatives to meet at least once per month with the designated representative of the Town to review and discuss Facility operations and maintenance activities, plans and priorities for the Town;
  - (9) Provide reasonable access to the Facility and across the Facility to adjacent Town facilities for the Town’s personnel during normal Facility days of operation and operating hours, so long as all of the Town’s personnel visiting the Facility comply with the Company’s operating and safety procedures;
  - (10) Provide at the time of or before the execution of this Agreement a performance bond, in a form satisfactory to the Town, in the amount of \$100,000.00;
  - (11) Implement, administer and coordinate a Facility operator safety program in compliance with all applicable laws, rules and regulations;

- (12) Provide recommendations to the Town, from time to time, regarding the need, if any, to rehabilitate, expand or modify the Facility to comply with governmental safety regulations applicable to the Company's operations hereunder;
- (13) Provide all reasonable and necessary technical information and management assistance for the operation and maintenance of the Facility;
- (14) Collect and pay all appropriate sales and use taxes, and remit to the appropriate agency as required by law;
- (15) Employ its own forces to perform its obligations, provided, however, that if necessary, the Company may enter into subcontracts to assist in the performance of its obligations under this Section 2 with a subcontractor approved by the Town, whose approval shall not be unreasonably withheld, and that the Company shall remain responsible to the Town for compliance with all of the obligations of Section 2 A and B;
- (16) Do all things reasonably necessary and proper to comply with the terms of this Agreement.

**C. Compost Facility Support Services**

- (1) Pursuant to the terms of this Agreement, the Company shall, at no cost to the Town, (i) provide and load into the Town's mixing vehicles all required amendment to meet the entire needs of the Compost Facility, and (ii) dispose any and all tailings that are a by-product of the end product.
- (2) The Company shall provide advice to the Town when requested about the biosolids compost process, including but not limited to, various types, size and preparation of amendments, screening of end product, and processing of tailings. The Company shall be responsible for the end use of, or disposal of, any and all screenings and tailings from the biosolids compost process.

**D. Facility Operations – the Company shall:**

- (1) Receive and accept all yard waste, provide suitable areas for unloading materials, and provide for the storing and transporting of the yard waste to a remote, permitted processing or disposal site;
- (2) Operate the existing, Town-owned scale to (i) weigh-in all materials delivered to the Facility by commercial vehicles, permitted non-commercial vehicles with loads in excess of 500 pounds, and Town vehicles; and (ii) weigh-out materials transported from the Facility. The Company shall be responsible for performing all maintenance and repairs to the scale at the Company's expense, and shall provide the Town with the appropriate records. The Company shall ensure that the scale is calibrated to the accuracy required by the State of Connecticut for public weighing facilities; and generate and maintain appropriate records, including computer-generated files in a format (e.g. ASCII) acceptable to the Town, of all loads weighed on the scale, noting the date weighed, the loaded tare, the empty tare, the load weight, a description of the load, and the identity of the licensed scale operator causing the load to be weighed;
- (3) Operate a bulk sales program for horticultural products;
- (4) The Town-owned CED Deck Screen at the Facility shall be used by the Company, and shall be maintained and repaired by the Company at the Company's expense. The Town shall have access to these records. All other capital equipment will be provided by the Company;

- (5) Operate the Facility in accordance with applicable state, federal or local licenses and permits;
- (6) Operate the Facility in such a manner that there is no storage of odor producing leaves and grass for more than seven (7) days. The Town may limit storage of leaves and grass to less than seven (7) days when reasonably required for odor control;
- (7) Provide and pay ongoing costs of all utilities required to operate the Facility;
- (8) Provide sufficient trained and licensed staff to properly operate the Facility, which staff will be identifiable as Company employees;
- (9) Maintain the following days and hours of operation (“Facility Operating Hours”):

<b>Date Range</b>	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>
November 1 - December 15	7:00 am to 4:00 pm	7:00 am to 4:00 pm	9:00 am to 3:00 pm
December 16 - February 28	8:00 am to 3:00 pm	Closed	Closed
January - 1st, 2nd, & 3rd Saturdays of the month	NA	8:00 am to Noon (Christmas tree disposal)	NA
March 1 - October 31	7:00 am to 4:00 pm	7:00 am to 12:00 pm	Closed

During a Town weather emergency, officially declared by the First Selectman, the Company shall reasonably extend the Facility operating hours at no additional charge to the Town. The Facility will be closed on state and federal holidays.

- (10) Maintain and replace, if necessary, any equipment located at the Facility presently owned or leased by the Town and made available to the Company hereunder, provided that, upon expiration of this contract, if requested by the Town, the Company shall sell the replace equipment to the Town at its then-fair market value;
- (11) Accept at no tip fee all yard waste generated within the Town and delivered by the Town in Town vehicles or by commercial vehicles performing contract work for the Town, or delivered by Town residents in non-commercial vehicles, provided that all loads delivered by Town residents in non-commercial vehicles shall be less than 500 pounds; at the discretion of the Company, Town residents’ small pick-up trucks or vehicles pulling carts or trailers may be weighed, and said residents shall be charged commercial rates for loads over 500 pounds;
- (12) Provide the Town all the wood chips it requires for amendment to the sewer sludge to make compost at no cost to the Town;
- (13) Provide the Town up to 10,000 cubic yards of wood chips during the term of the contract for the WPCF Bio-filter, meeting the Town’s specifications, at no cost to the Town;
- (14) [Reserved].
- (15) Permit non-commercial vehicles to self-load up to three cubic feet (e.g. one standard trash can) of wood mulch and other materials at the discretion of the Company, at no

charge; and each non-commercial vehicle will be restricted to one bag or three cubic foot container per visit;

- (16) Maintain the Facility Site and all capital improvements thereon, including the drainage system and oil separator, paving and fencing, so as to prevent increased runoff on the adjacent properties;
- (17) Provide for Town approval a contract with a licensed vendor to pump and otherwise maintain the underground system of holding tanks, oil separators, and a storm and sanitary sewer system; provide a waste oil containment plan approved by the CT DEEP, and
- (18) Operate the Facility in such a manner as to minimize the transportation of materials off-site.
- (19) Abide by, and perform, all of the terms and conditions contained in the RFP, as if the same were incorporated herein and made a part hereof.

**E. Fire Protection Procedures.** The Company shall adhere to the following procedures:

- 1. Pile height shall not exceed 20 feet. A ten (10) foot access around the perimeter of each pile shall be maintained.
- 2. All piles shall be tracked for size, temperature, and age.
- 3. All piles regardless of content shall be monitored for temperature. Internal pile temperatures shall be recorded twice per week.
- 4. The Company shall report in writing, twice per week, details of each pile with age, size, and content and temperature data to the Director of Public Works and Fire Department officials.
- 5. Any pile with an internal temperature exceeding 140 degrees Fahrenheit shall be probed daily.
- 6. Any pile with an internal temperature exceeding 150 degrees Fahrenheit shall be deconstructed.
- 7. All machinery shall be maintained to prevent sparks or overheating to prevent fire in the materials being processed or stored.
- 8. Piles shall not be permitted to age for more than 30 days without processing or turning. The moisture content is maintained between 40 and 60% throughout the pile.
- 9. The site shall be designated a no smoking area.
- 10. The Company shall provide a 24 hour response plan which shall contain, among other provisions, fire control and extinguishment operations around the clock until a potential fire is completely extinguished and the emergency declared closed in writing to the Fire Chief or designee. The Company shall report updates on fire conditions every 12 hours with resources dedicated to the extinguishment and projections for full extinguishment.
- 11. The Company shall provide a full written report to the Fire Department Chief on any/all fire emergencies occurring at the site including cause, contributing factors, control efforts and recommendations to prevent reoccurrence.

## **F. Other Controls:**

1. Odor: Company shall minimize odor from each aspect of the operations: storage, grinding, screening, and transporting the yard waste materials, the amendment and the composted biosolids. Company shall accept all authorized yard waste materials delivered by residents, commercial vehicles and by Town public works operations; shall weigh all waste (except that from residential sources), process it and sell / otherwise dispose of the end products.
2. There may be no permanent storage of materials on site.
3. All odor-producing materials (e.g. grass and leaves) shall be transported off of the site within seven (7) days of delivery.
4. Dust: Company shall minimize dust and monitor wind conditions, with a wind sock and weather monitoring station, to prevent blowing into adjacent buildings and properties. If dust becomes a nuisance to surrounding properties, the Town can order screening be halted or moved to another section of the property.
5. The Contractor may be required to wet excessively dusty areas to minimize airborne particles.
6. All composted material brought to the site from the Fairfield WPCF, shall be (i) piled according to the month received, (ii) labeled with some type of signage, and (iii) kept separated until (x) it has passed all analytical testing, and (y) written permission to move the material has been received from the Fairfield WPCF.

## **G. Records**

The Company shall measure, record, and report the following site activities:

1. Records: Daily records shall be maintained in compliance with the CT DEEP requirements and be made available to Town Department of Public Works staff for inspection at any reasonable time. Such records shall be maintained at the Facility for the life of the General Permit. If requested, the Company shall afford the Town with full access to these records. Records of the following, at a minimum, shall be kept:

- i. Types, capacities, and quantities of all containers of clean wood, leaves and grass clippings, received and transferred from the Facility, and unauthorized recyclables and other solid wastes or unprocessable clean wood that have been received and/or rejected.
- ii. Dates of receipt of all clean wood, leaves, and grass clippings, and origin of all clean wood, including leaves and grass clippings, received at the Facility.
- iii. Destination to which all processed clean wood, leaves and grass clippings, including, unacceptable recyclables and other solid wastes or unprocessable clean wood, leaves and grass clippings, transferred from the Facility were delivered for disposal or recycling, including quantities delivered to each destination facility.



- iv. All inspection logs, including emergency and spill reports, which shall include at a minimum the name of inspector, date of inspection, observations made and any remedial actions taken and their date.
- v. Log of scheduled and unscheduled shutdowns.
- vi. Operators' training records for Facility staff and CT Department of Energy & Environmental Protection (DEEP) Transfer Station Operator; and
- vii. Facility and equipment maintenance schedule, including activities undertaken to control dust, litter, vectors, etc.

All such operational working records and reports must be retained, at the Company's expense, for a minimum of five (5) years beyond the expiration of the contract, unless the Company is notified in writing by the Town of Fairfield of the need to extend the retention period. The Company shall be required to make such operational working records and reports available, upon request and reasonable notice, to the following parties or their designee:

- The Town of Fairfield
- The State of Connecticut

**H. Administrative Charges**

Company shall perform the services outlined in this Agreement in such a manner as to implement practices, policies and procedures designed to achieve the objectives set forth herein. In the event that the Company fails to perform the services as set forth herein, the Town may assess administrative charge against the Company and may deduct such charge from any monies due or which may become due to the Company in the following amounts:

<i>Smoldering, smoke, or fire emanating from mulch pile</i>	<i>\$5,000.00 per occurrence</i>
<i>Knowingly accepting improper material on site occurrence</i>	<i>\$5,000.00 per occurrence</i>
<i>Failure to cease operations causing windblown dust off property after notification</i>	<i>\$1,000.00 per occurrence</i>

The Director of Public Works or his designee (collectively, the "Town Representative") may assess administrative charges pursuant to this section. If administrative charges are applicable, the Town Representative shall issue a written notice to the Company ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

"An occurrence" shall be defined by any instance in which the Company either intentionally or negligently fails to comply with this contract. It is at the Town's sole and absolute discretion to terminate this Contract if the Town deems it necessary as a result of such occurrences.

The administrative charges assessment or notice of termination shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, the Company provides a written request for a meeting with the Director of Public Works ("Director") to present evidence that the assessment or termination should not be made.

The Town Representative shall schedule a meeting between the Company, the Director or the Director's designee as soon as reasonably possible after timely receipt of the Company's request.

The Director or the Director's designee shall review the Company's evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to the Company.

In the event the Company does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Town Representative's determination shall be final and the Town may deduct the administrative charges from amounts otherwise due to the Company.

The Town's assessment or collection of administrative charges shall not prevent the Town from exercising any other right or remedy, including the right to terminate the agreement, for the Company's failure to perform the work and services in the manner set forth herein.

## **I. Acceptable Materials, Operations and Production**

1. Acceptable Material is as listed: Yard waste and land clearing debris, including leaves, stumps, logs, brush, wood chips, and grass clippings.
2. Fencing, pallets, dimensional lumber, and like materials will not be accepted at the Facility from residents or commercial contractors.
3. All haulers, both residential and commercial, will require a Town of Fairfield solid waste permit to enter the Facility.
4. Temporary Town issued permits will be sold on-site by the Company. A listing and remittance of these fees shall be submitted to the Town on a monthly basis.
5. The Company shall provide weekly weigh tickets and any other applicable data collected to the Department of Public Works upon request
6. Free disposal of Christmas trees free of ornaments and debris.
7. The Company will be responsible for accepting, weighing, processing, and disposing of all acceptable materials delivered to the Facility. All Town-owned and commercial vehicles shall be weighed; residential vehicles shall be counted. All vehicles that are dropping off yard waste of any kind must have a Town solid waste permit; the Operator shall not accept any yard waste except under a Town solid waste permit.
8. No demolition waste may be accepted at the facility.

9. The Company will have the option of selling bulk organics at the site, including wood and other mulches, wood chips, topsoil and other materials. This excludes the sale of bio-solids compost, which is reserved by the Town.

10. Providing and loading wood chips as amendment to the WPCF Operations. Partially finished biosolid compost materials will be delivered to the Facility Site by the WPCF staff. The Company will be responsible for segregating the biosolids into piles according to the date delivered, and providing adequate signage stating delivery date. Piles shall be turned weekly or until maturity is attained.

11. The Company will be responsible for processing, screening, and storage of the final compost product in preparation for sales.

12. The Company will be allowed to perform the following within the confines of the Facility Site:

- a. Grind and screen material
- b. Offer to the public wholesale products such as mulch and other yard materials
- c. The Contractor shall be allowed to import materials to be sold on-site, as long as this does not exceed the site capacity or permitted totals.

### **SECTION 3 – Obligations of the Town**

**A. General:** Pursuant to the terms of this Agreement, the Town shall provide and make available the Facility to the Company. Specifically, the Town shall:

- (1) Obtain, maintain and keep in effect all permits and licenses required by the state, federal and local government for the operation of the Facility; except that the Town shall have no obligation to obtain permits required for the operation of the Company's business pursuant to the terms hereof;
- (2) Prepare any and all documents necessary to comply with all applicable state and federal permits for the Facility, with a copy to the Company, and transmit same to the appropriate agencies;
- (3) Perform all laboratory sampling, testing and analyses required by the existing CT DEEP general permit, a copy of which is attached as Appendix \_\_, and any other permits required to enable the Town to fulfill its obligations under this Agreement;
- (4) Provide to the Company a plan of the Facility Site, showing the locations where certain materials are required by permit to be sorted and/or processed;
- (5) Provide representatives to meet at least once a month with the designated representative of the Company to review and discuss Facility operations and maintenance activities, and mutual plans and priorities;
- (6) Ensure the Company has the use and possession of the Facility to the extent necessary to comply with this Agreement;
- (7) Obtain and provide to the Company all warranties required for the proper operation of the Facility;

- (8) If the Company and the Town agree: Provide certain Town services, namely to perform maintenance services normally and regularly performed at present by the Town as requested by the Company for a mutually agreed upon hourly rate in the first contract year, said rate is subject to renegotiation between the parties on an annual basis;
- (9) Do all things reasonably necessary and proper to comply with the terms of this Agreement.

**B. Compost Facility and Belt Filter Press – The Town shall:**

- (1) Continue operations of the compost facility and belt filter press, and deliver all finished compost product to the Facility;
- (2) Operate the Compost Facility consistent with industry best management practices.

**C. Facility – the Town shall:**

- (1) On the first day of the term, provide to the Company the Facility Site in a clean and orderly condition, or if the Town is unable to deliver the Facility Site in such condition because there is material not removed by the present operator of the Facility, the Town will enter into an Agreement with the Company wherein the Company will process and dispose of all usable material, and remove all unusable material on a basis economical to the Company (however, if the Company is the same as the current operator of the Facility at the commencement of the term, Company agrees to take premises in condition existing at that time); and
- (2) Transport the compost from the Compost Facility to the Facility.

#### **SECTION 4 – TERM, RENEWALS, PAYMENTS**

A. The initial term of this agreement shall commence August 1, 2017 and end December 31, 2022.

B. At the end of the initial term the Town shall have the option to renew this agreement for five (5) one (1) year terms. Each renewal term shall commence January 1 of the respective term, and shall terminate December 31 of the renewal year. Said renewals shall be at the sole and absolute discretion of the Town, and shall be exercised by the Town giving written notice to Company at least sixty (60) days prior to the expiration of the existing term.

C. Payment by the Company to the Town shall be as follows:

- (1) The annual fee of \$51,000.00 to be paid in twelve equal monthly payments of \$4,250.00 each on the 1st day of each month;

D. Commercial Vehicles shall be charged tipping fees comparable to those in effect in the region from Milford to Greenwich. All commercial vehicles must have a Town of Fairfield Solid Waste permit to use the Facility.

## **SECTION 5 – Default and Expiration**

### **A. Default and Expiration:**

- (1) Either party hereto may terminate this Agreement for a material breach of the terms hereof by the other party, by a written notice, if the breach has not been remedied within thirty (30) days after receipt of written notice specifying the nature and details of the breach. If the breach is continuing but is curable within a reasonable time (“cure period”) and the breaching party is diligently seeking to cure the breach and is keeping the non-breaching party apprised of its efforts, the breach shall be deemed tolled and the cure period shall extend for up to ninety (90) days after any such breach.
- (2) Notwithstanding paragraph (1) first above, if the breach is a payment default, it must be cured within fifteen (15) calendar days, and if not so cured, the payee-party may terminate the Agreement on thirty (30) days’ written notice.
- (3) Upon expiration of the Agreement, the Company shall assist and cooperate with the Town in transferring the operation of the Facility to the Town or to a new contractor.
- (4) Sixty (60) days prior to the expiration of the Agreement, the Town shall inform the Company of its intent to purchase any Company-provided improvements, equipment or materials for sale at such expiration. The Town and the Company shall each use its best efforts to reach an agreement on fair market value prior to the expiration date. If such a determination is not reached by thirty (30) days prior to expiration, the dispute resolution procedures in paragraph C of this Section 5 shall apply.
- (5) Upon expiration of the Agreement, the Company shall remove or cause to be removed:
  - a. All Company-provided improvements, equipment or sales materials, not subject to paragraph (4) first above, no later than one day prior to the expiration date; and
  - b. All commercial and non-commercial yard waste delivered to the Facility no later than one week prior to the expiration date.

### **B. Unforeseen Circumstances:**

- (1) In the event of the occurrence of an unforeseen circumstance, the parties shall immediately seek to determine if their performances can be continued, and they shall discuss possible revisions for the Agreement, which may result in:
  - a. An increase or decrease in the amount the Town pays the Company;
  - b. An increase or decrease in the amount the Company pays the Town;
  - c. A change in the services provided by the Company to the Town;
  - d. A change in the services provided by the Town to the Company; or
  - e. Any combination of (a) through (d).

If the parties are unable to come to an agreement within thirty (30) days after such occurrence, either party may terminate this Agreement upon ten (10) days’ written notice to the other party.

### **C. Dispute Resolution:**

- (1) In the event of any dispute under this Agreement, the Town and the Company shall seek to resolve their differences amicably, availing of their respective counsels only

after they have met at least once without counsel in an effort to resolve their differences.

- (2) In the event that the parties have not resolved their differences within fifteen calendar days after one of the parties first advised the other party (“first notice”) that there is a dispute as to a matter under this Agreement, and offered dates to meet to seek to resolve their differences, either party may seek any remedy available to them.

## **SECTION 6 – Indemnification**

**A. Indemnification by Company.** Subject to the terms and conditions of this Agreement, the Company agrees to indemnify and hold harmless the Town, its respective officers, board members, employees and agents, hereinafter referred to as the “Indemnified parties,” from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys’ fees, and will defend the indemnified parties in any suit, including appeals, for (1) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the operation of the facility or the performance (or non-performance) of obligations hereunder, or (2) amounts claimed to be due and owing to subcontractors. The Company shall not, however, be required to reimburse or indemnify any indemnified party for loss or claim due to the negligence of any indemnified party, and the indemnified party whose negligence is adjudged to have caused such loss or claim will reimburse the Company for the costs of defending any suit as required above. An indemnified party shall promptly notify the Company of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Company the opportunity to defend such claim, and shall not settle such claim without the approval of the Company. These indemnification provisions are for the protection of the indemnified parties only and shall not be interpreted to establish any liability to third parties.

**B. The Company shall:**

- (1) Reimburse the Town for any fines and civil penalties imposed by any regulatory agency on the Town during the term of this Agreement for violations of the Town’s CT DEEP general permit, a copy of which is included in the RFP document, as such permit may be subsequently amended or replaced, caused by the Company’s willful misconduct; and the Company shall be given full authority to contest such violations on the Town’s behalf and the Town shall assist the Company in all such proceedings;
- (2) Be liable for the payment of fines and/or civil penalties levied against the Company and/or the Town by any regulatory agency having jurisdiction, as a result of the Company’s failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute or ordinance for reasons resulting from the Company’s operations during the period of the Agreement;
- (3) If requested by the Company, the Town will cooperate with and provide reasonable assistance to the Company with respect to contesting any such fines in administrative proceedings and/or court prior to any payment by the Company. Each party hereto shall pay its own costs in connection with contesting any such fines or assisting with the contesting of any such fines.

## **SECTION 7 – Insurance**

### **A. The Company agrees to provide for the Town:**

- (1) Comprehensive General Liability insurance policies naming the Town as an additional insured for bodily injury and/or property damage in an amount not less than two million dollars (\$2,000,000). A certificate of such insurance shall be supplied to the Town upon execution of this Agreement.
- (2) Comprehensive automobile liability insurance covering all owned, non-owned and hired vehicles, including vehicles leased from the Town used in the performance of obligations under this Agreement, with minimum limits of liability of \$2,000,000 for each occurrence single limit bodily injury and property damage with a motor carrier's act endorsement, as is appropriate.
- (3) Worker's compensation insurance as required by applicable law, and employees' liability insurance with a minimum limit of \$100,000.
- (4) Pollution Liability Insurance: A policy in the amount of \$5,000,000, or such other amounts as the Town, in its absolute discretion, may approve, including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.
- (5) Umbrella Policy: An umbrella policy in the amount of \$5,000,000, or such other amounts as the Town, in its absolute discretion, may approve, with respect to all operations the Company performs, is required.
- (6) Waiver of Subrogation: Waiver of subrogation is required on all policies.
- (7) All insurance provided by the Company shall be maintained with insurers licensed to provide such insurance in the State of Connecticut and having an A.M. Best rating of at least "A" and an A.M. Best capital and surplus designation of at least "XIII."
- (8) Prior to commencing work, company shall provide the Town with copies of declaration pages of each insurance, providing verification that the Town is endorsed as an additional insured on said policies. All policies shall provide that they may not be cancelled or suspended without giving 30 days prior written notice to the Town.

In the event that the Company fails to pay an insurance premium when due, the Town may pay said premium cost and deduct said premium cost from any sums due the Company, or may bill the Company directly for said premium cost.

## **SECTION 8 – Representations and Warranties of the Company**

The Company hereby represents and warrants to the Town as follows:

- A. The Company is a limited liability company duly organized and validly existing under the laws of the State of Connecticut. The Company has all requisite power and authority to own and operate its properties and to carry on its business as presently conducted.
- B. The execution, delivery and performance by the Company of this Agreement and consummation of the transactions contemplated hereby have been duly and validly

authorized by all necessary action on the part of the Company. This Agreement has been duly executed and delivered by the Company and (assuming due authorization, execution and delivery by the Town) constitutes a valid and binding Agreement of the Company enforceable against the Company in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at law or in equity.

- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and compliance by the Company with any of the provisions hereof does not conflict with, constitute a default under, or violate: (1) any of the terms, conditions or provisions of the Articles of Organization or operating agreement of the Company; (2) any of the terms, conditions or provisions of any document, written agreement or other instrument to which the Company is a party or by which it is bound; (3) to its knowledge of any Connecticut or federal corporate law or regulation; or (4) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Company.
- D. The Company is not aware of any unforeseen circumstance as of the Effective Date.

#### **SECTION 9 – Representations and Warranties of the Town of Fairfield**

The Town hereby represents and warrants to the Company as follows:

- A. The Town is a municipal corporation duly organized under the laws of the State of Connecticut.
- B. The execution, delivery and performance by the Town of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Town. This Agreement has been duly and validly executed and delivered by the Town and (assuming due authorization, execution and delivery by the Company) constitutes a valid and binding agreement of the Town, enforceable against the Town in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at law or in equity.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance by the Town with any of the provisions hereof will not conflict with, constitute a default under, or violate (1) any of the terms, conditions or provisions of the charter of the Town, (2) any of the terms, conditions or provisions of any document, agreement or other instrument to which the Town is a party or by which it is bound, (3) to its knowledge any Connecticut or federal corporate law or regulation, or (4) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Town.
- D. Except as expressly set forth herein, the Town represents that it will use its reasonable commercial efforts to cause its respective officers, agents and employees to perform all



obligations and properly discharge all responsibilities to the Company, whether written or arising under any local, state or federal laws, Agreement or otherwise.

- E. The Town currently has the following policies in effect, which it does not expect to change during the term of this Agreement:
  - (1) Leaves collected in bags at the curbs of Town residents in the Fall are delivered to a location or locations other than the Facility;
  - (2) There is no curbside yard waste pickup for Town residents at any time of year;
- F. The Town is not aware of any unforeseen circumstance as of the Effective Date.

### **SECTION 10 – General Provisions**

- A. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.
- B. If the parties hereto agree to additional services to be provided by one party to the other, the parties at the time of the procurement will reduce their agreement to a writing, which shall include, *inter alia*, the price and payment terms to be followed.
- C. The term of this Agreement, unless renewed or extended by the Town as provided in this Agreement expires on December 31, 2022.
- D. All references herein to sections, articles and exhibits are to sections, articles and exhibits of this Agreement. All exhibits are hereby incorporated into and made a part of this Agreement. Section and article headings herein have been inserted for convenience of reference only and shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.
- E. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered, will together constitute one and the same instrument. This Agreement may be executed by the delivery of a signature by PDF or electronic means, which shall have the same effect as an original signature for all purposes.
- F. If any provision of this Agreement shall for any reason be finally determined by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such unenforceable provision had not been contained herein; provided that, if any provision of this Agreement shall be unenforceable by reason of a final judgment by court of competent jurisdiction, based upon such court's ruling that said provision is unenforceable because of the unenforceable degree or magnitude of the obligation imposed thereby, said unenforceable obligation shall be reduced in magnitude or degree by the minimum amount necessary in order to provide the maximum degree or magnitude of rights which are enforceable, and this Agreement shall be automatically and retroactively amended accordingly to contain such

maximum degree or magnitude of such obligations which are enforceable, rather than the more burdensome but not enforceable original obligation. Nothing contained herein shall be construed so as to permit the enlargement of obligations in excess of those set forth herein.

- G. The Town, by execution of this Agreement, grants to the Company the exclusive right to process the Town's yard waste delivered to the Facility.
- H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. Venue shall lie in the Superior Court, Judicial District of Fairfield at Bridgeport in the State of Connecticut.
- I. This Agreement shall be binding upon the successors and permitted assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party.
- J. All notices required hereunder shall be in writing and shall be effective only upon receipt by the addressee at the address specified below or such other address that shall be designated by the parties in writing. Telefax and electronically transmitted messages may be used by either party in lieu of mail or courier transmittals, but shall only be effective upon receipt by the addressee. Receipt by the addressee shall be conclusively presumed when a telefax or electronically transmitted acknowledgement of the message is sent by the addressee of the communication to the generator of the communication.

To the Town:  
First Selectman  
Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824  
Phone 203-256-3030  
Fax 203-256-3008

With a copy to the Town attorney at the same address.

To the Company:  
Chris Field, Vice President  
Harvest New England  
232 Colt Highway  
Farmington, CT 06032  
Phone 860.674.8855

- K. This Agreement represents the entire agreement between the parties hereto. Any prior agreements, not specifically referenced herein and incorporated herein by reference, are considered merged hereunto and shall have no independent legal force or effect. This Agreement may be modified only by written instrument, and said modification will become effective only after being signed by both parties hereto.
- L. The Town and the Company shall be considered as independent contractors for purposes of this contract and no liability, without a ruling from a court of competent jurisdiction so requiring, shall be imputed from either party to the other solely on the basis of the association described herein.

- M. Any and all capital improvements installed or purchased by the Company and paid for or financed by the Company for its own benefit shall remain the property of the Company, provided that at the expiration of the Agreement, the Town may purchase any and or all such capital improvements at fair market value.
- N. Certain filings: The Company and the Town shall cooperate with one another (1) in determining whether any action by or in respect of, or filing with, any governmental body, agency, official or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (2) in taking such actions, or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.
- O. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, the costs of said action, including reasonable attorney fees.
- P. In the event Company fails to make any payment due to the Town at the time due, said unpaid amount shall bear interest at the rate of twelve (12%) percent per annum from the due date of said payment until payment is made.

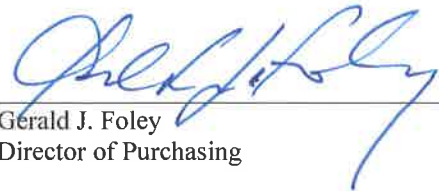
IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives.

Town of Fairfield

Harvest New England, LLC

  
 Michael C. Tetreau  
 First Selectman

  
 Name: Chris Field  
 Title: Vice President

  
 Gerald J. Foley  
 Director of Purchasing

Name:  
 Title:



**ADDENDUM #2**  
**RFP 2017-78**  
**Leaf and Yard Waste Facility**

**01 June, 2017** – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

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**Question: Will the eco trailers be removed from the site prior to the start of the contract? If they will not be removed, who is responsible to clean up the leakage beneath the trailers?**

Response: *The new contractor will not be responsible for any cleanup below the trailers. A storage area reserved for the trailers and for the Town's decant of catch basins cleanings is shown on a revised site plan.*

**Question: When was the scale calibrated last and will we have access to the maintenance records?**

Response: *The scale was last calibrated in Fall 2016. A receipt for this work is attached. No other records are being provided.*

**Question: Is there a sanitary sewer line leading to the trailer?**

Response: *No.*

**Question: Under section X, page 6 of the RFP, stating “other materials”, is it acceptable to carry and sell landscape materials such as decorative stone, trap rock, and sand?**

Response: *No. The products allowed to be carried are mulch, woodchips, topsoil, and general soil products.*

**Question: Under addendum #1, a question was asked if the contractor can haul in dirt. In section X of the RFP, it states that the respondent will have the option to sell topsoil. Is it acceptable to haul in topsoil to sell at the yard waste facility? Topsoil is sold onsite currently and is also blended with leaf compost to make other materials.**

Response: *Topsoil can be brought in to the site to be sold as is. No dirt or other raw product is to be brought in to be screened or processed with other material on site. The only material to be screened or processed on site is the woody debris material brought in for disposal by residents, contractors, the Town, and also the biosolids brought in by the Town.*

**Question: Under Proposal Submissions, page 2 and 16 of the RFP, please clarify how the proposal shall be submitted and the copies that are required.**

Response: *Respondents shall submit one original plus four (4) written copies, and one (1) electronic copy of your proposal. Proposal submissions are to be submitted in **two (2) separate sealed envelopes** (one sealed envelope containing the qualification information [one (1) original plus four (4) written copies], and one sealed envelope containing the proposed fee offering (One (1) Original plus four (4) written copies] clearly mark on the outside of all envelopes “**RFP #2017-78**” including all outer packaging such as DHL, FedEx, UPS, etc. Inner envelopes should also denote their respective contents (ex. **RFP #2017-78 Qualification Information or RFP #2017-78 Proposed Fees**). All submission materials, including pricing and any notations, must be printed in ink or typewritten. No erasures are permitted. Proposal submission materials are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified in the RFP document, at which time they will be publicly opened. Late submissions shall not be accepted by the Town.*

**Question:** In the Sample Agreement, Section 8, there is a representation that the Company is “duly organized and validly existing under the laws of the State of Connecticut.” Is it a requirement that the bidder be an entity formed under Connecticut law? Or is it sufficient that the bidder be qualified to do business in Connecticut.

Response: *It is not a requirement that the successful respondent is an entity formed under Connecticut law. However, the successful respondent must be registered with the Connecticut Secretary of State to do business in the State of Connecticut. Information concerning this registration process can be found on the Connecticut Secretary of State Website page at: <http://www.concord-sots.ct.gov/CONCORD/index.jsp>*

**Question:** We wondered if Town had property lines or lease line of the composting processing yard.

Response: *The proposed work site area for the operation of the Town’s Leaf and Yard Facility is provided in the RFP document. The Town has set several stakes in the field delineating the area. Potential bidders may visit the site during normal operating hours to view this in the field.*

**Question:** The permit allows a limited amount of materials to be stockpiled onsite. In the event of a large storm, such as a hurricane, is it possible to increase the amount of materials stored onsite for a temporary period?

Response: *No, in the event of a large storm, such as a hurricane, the successful respondent is not allowed to exceed the permitted amounts or the amounts specified in this RFP.*

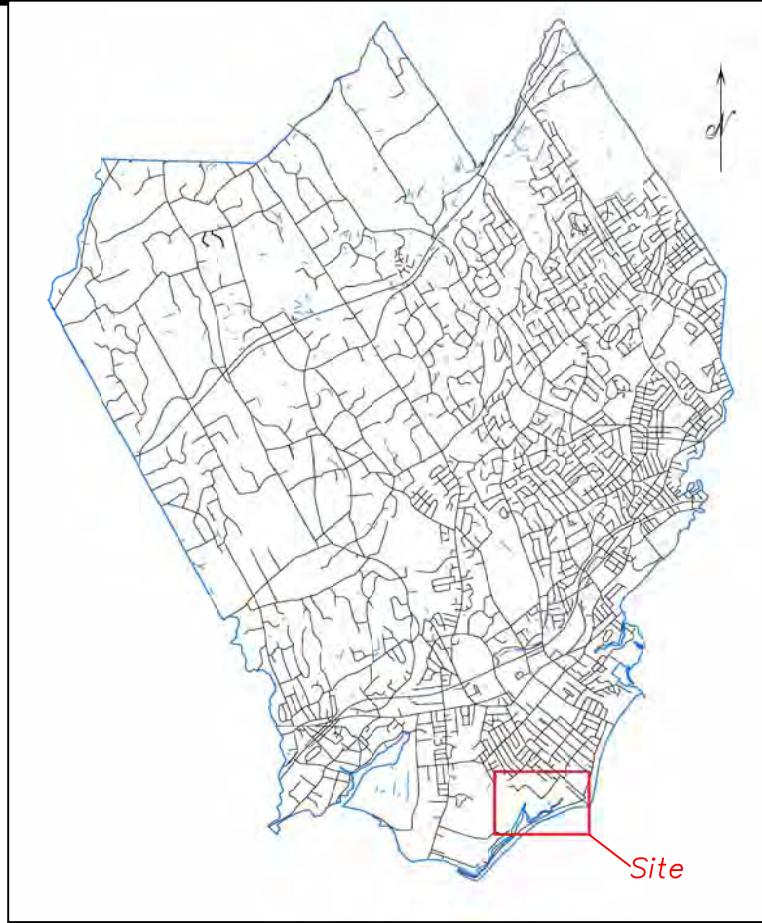
**Question:** In an event which requires the operator to stay open for extended hours and receive a large quantity of materials, such as Sandy, is it possible for the operator to seek reimbursement from FEMA, either directly or through the Town of Fairfield? It is understood that the operator will not be compensated by the Town for working the extended hours; however, the additional expense of processing and hauling storm debris is typically reimbursed if there is a declared state of emergency.

Response: *No, the contractor will be expected to process the woody debris within the limits of the contract. The contractor should not plan to process or haul debris in excess of the amounts. The contractor will not receive any FEMA reimbursement.*

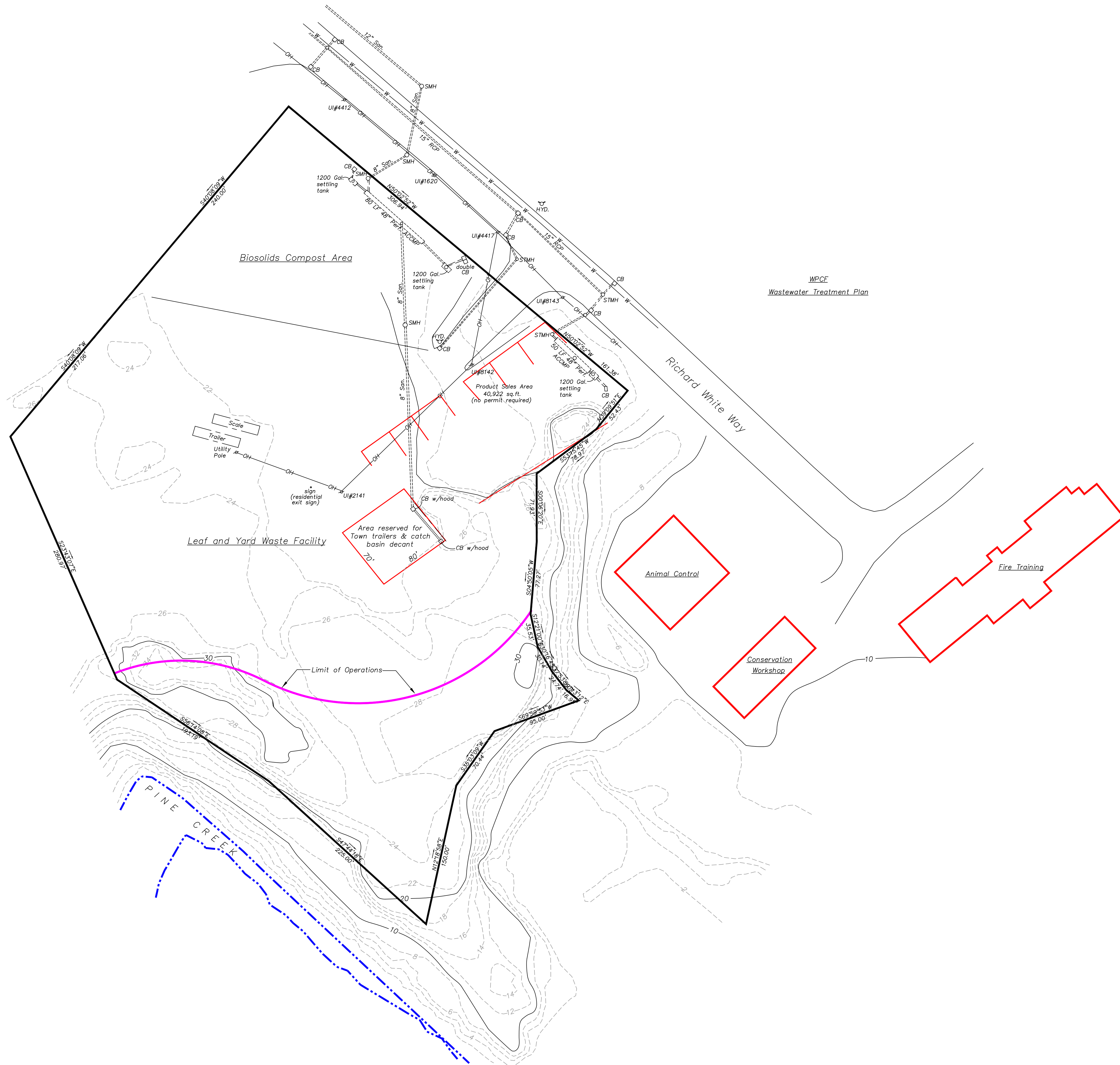
**Appended Documents:**

1. Leaf and Yard Waste Facility drawing, dated May 4, 2017 / Map No. 3459
2. Scale Calibration invoice dated Oct 14, 2016 (Emery Winslow Scale Co.)

Company: \_\_\_\_\_ Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Location Map



WPCF  
Wastewater Treatment Plant

Richard White Way

PINE CREEK

Biosolids Compost Area

Leaf and Yard Waste Facility

Product Sales Area  
40,922 sq. ft.  
(no permit required)

Animal Control

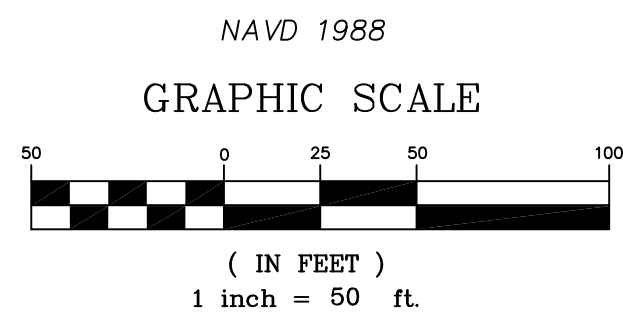
Conservation Workshop

Fire Training

Limit of Operations

- Stackalies
- Residential - brush, leaves, grass
- Commercial-mixed organics
- Commercial-logs & large wood
- Woodchips
- Tree stumps
- Ground residential mulch

A copy of the SWPPP for the entire lease area site to be located at the trailer.



**Town of Fairfield**  
**Dept. of Public Works**

Leaf and Yard Waste Facility  
Richard White Way  
Fairfield, CT

DRAWN BY: juls  
DATE: May 4, 2017/Rev. June 1, 2017  
SCALE: 1"=50'

CHK'D BY: J.M.  
FILE NO:  
MAP NO: 3459

**Emery Winslow Scale Company**  
**73 Cogwheel Lane**  
**Seymour, CT 06483-3919**

Tel: 203.881.9333  
 Fax: 203.881.9477

DCN: 163992

**Service Invoice**

Invoice Number

**108863**

Invoice Date

**Oct 14, 2016**

Customer: 06825HA NE  
 Harvest New England  
 Accounts Payable  
 295 One Rod Highway  
 Fairfield, CT 06824

Factory Service Location:  
 Harvest New England  
 295 One Rod Highway  
 Fairfield, CT 06824

Ref Code

Customer Number	P.O. Number	Job Number	Payment Terms	
06825HA	Ryan Kelly		<b>Net 30 Days</b>	
Work Order Number	Service Engineer	Service Date	Payment Due	
73283	Dennis P. Laburne	10/11/16	<b>11/13/16</b>	
Qty	Description	Unit Price	Extension	
3.00	Service to Calibrate Truck Scale - Compliance Will Be Sent to State of CT	95.00	285.00	
198.00	Vehicle Zone 8 @ \$1.25 per Mile	1.25	247.50	
1.00	Certified Test Vehicle	600.00	600.00	
<p>R &amp; M (Office) Fairfield            Order 2016-10-05 108863-50            Tel: 78.344.203.188</p> <p><b>Chris Field</b>            Order 2016-10-05 108863-27            Tel: 78.344.203.188</p>				

**Lifetime Load Cell Guarantee!!**  
[www.emerywinslow.com](http://www.emerywinslow.com)

Subtotal	1,132.50
Sales Tax	71.91
Shipping Charge	
<b>Total Invoice Amount:</b>	<b>1,204.41</b>
Payment Received	0.00
<b>TOTAL</b>	<b>1,204.41</b>



## **ADDENDUM #1**

### **RFP 2017-78**

#### **Leaf and Yard Waste Facility**

24 May, 2017 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents including pricing as submitted

---

**Question:** Are there any required specifications for the woodchips to be used for the biofilter amendment?

**Answer:** Yes, biosolids must meet the following criteria;

- **Must be less than one inch (1") in size**
- **Have a moisture content of 40% on average, and less than 45% at maximum,**
- **Be clean wood, free of paint, stain, preservatives or other chemical contamination,**
- **Cannot be from demolition materials,**
- **Be free of sand and grit and fines,**
- **Meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used. Moreover, at least five (5) days of amendment must be segregated and stored on-site at all times, and should be covered to maintain upper limits of moisture content.**

**Question:** The RFP requires an electronic copy of the proposal be submitted. Can these be emailed or uploaded to a dropbox?

**Answer:** No, all electronic copies shall be included within the sealed submittal on June 7<sup>th</sup>. Emailed submissions will not be accepted and the bidder shall be deemed nonresponsive.

**Question:** Who is handling the sewage compost?

**Answer:** The Town is contracting directly with another vendor for the marketing and sale of the biosolid (sludge) compost component of this facility. This portion of the RFP is a change from the last time this RFP was advertised. All sewage compost shall be marketed and sold directly through a separate vendor and will not be included in the Leaf and Yard Waste Facility services.

**Question:** Where are the decant system and underground tanks located and who is responsible for them?

**Answer:** As illustrated on the site plan there are catch basins, (3) underground sedimentation tanks and a drainage system along the east side of the property (nearest to Richard White Way) which lead back to the wastewater treatment plant across the street. This system will be cleaned and emptied prior to the successful bidder taking control of the site. The successful bidder will be responsible for periodically emptying and maintaining these tanks through the duration of the contract.

**In addition to cleaning, the successful bidder shall construct a berm of hay bales/screens to ensure water getting through, but minimize sediment in the tanks.**

**Question:** Has the site footprint decreased from years past?

**Answer:** The footprint of the operations is being reduced from the current operations. A portion of the area on the south side of the property is being reserved to allow to Town to install screening in the future. The Town will mark out the general area of the new proposed facility bounds by 6/1/17.

**Question:** Can the unused area as seen at the pre-proposal meeting may be used for the wholesale of retail products.

**Answer:** Yes, for wholesale retail only.

**Question:** What if the biosolids contractor cannot move the product at the rate specified? ie: stockpiles grow and product does not leave the yard, contractor runs out of room.

**Answer:** It is the Town's obligation to ensure the final composted biosolid material leaves the site to allow for the importing of new biosolids.

**Question:** What is the Water Pollution Control Facility's (WPCF) schedule for loading and delivering sludge to the leaf and yard waste facility?

**Answer:** The WPCF usually, about 95% of the time, unload the compost facility on a Wednesday or Thursday depending on weather. Due to rain, snow or a hurricane we may need to do it on one of the other three days of the week.

**Question:** Is the Contractor allowed to haul dirt in for the purpose of making topsoil?

**Answer:** No. This is a woody debris operation. While disposed of yard waste material will have a certain amount of dirt and organics in it, earth material is not to be hauled in. The product to be produced on the site is mulch, not topsoil.

**Topics discussed at pre-proposal meeting that required clarification;**

1. Town owns the scale, and screening plant equipment used for the biosolids. The Contractor is responsible for maintaining and operational screening plant for this function for the duration of the contract. The existing Contractor leases the current office trailer. The new Contractor will be responsible for providing their own office needs, either a transfer of lease for the existing trailer or coordinate a replacement.

2. Tub grinders are permitted on site, however, the Contractor shall always be respectful of Town employees and residents while operating. The Town may request shut downs if weather is causing a bad impact in the area. The Contractor shall need to meet the operational controls for items mentioned in this bid.

3. Colorizing is permitted onsite.

4. Hours of Operation vs. Work Hours

Normal public hours: Mon – Fri 7:00 AM – 4:00 PM and Sat 7:00 am – noon

Fall extra hours on Saturdays and some Sundays as specified in the RFP

\*Screening, loading, or deliveries may extend from Mon - Fri 4:00-6:00PM and Saturday noon – 4:00PM.

5. Tailing from screening is the Contractors responsibility to dispose.

6. The Town is responsible for hauling the wood chip amendment from the site to the WPCF. The Town is responsible for hauling of sludge from the WPCF to the site.



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## RFP #2017-78 Request for Proposals Leaf and Yard Waste Facility

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted \_\_\_\_\_ 2017.

SEALED SUBMISSIONS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Respondent:

\_\_\_\_\_   
Doing Business As (Trade Name)

\_\_\_\_\_   
Address

\_\_\_\_\_   
Town, State, Zip

\_\_\_\_\_   
(Mr/Ms) Name and Title, Printed

\_\_\_\_\_   
Signature

\_\_\_\_\_   
Telephone

\_\_\_\_\_   
Fax

\_\_\_\_\_   
E-mail

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00pm, Wednesday, 7th June, 2017**

To provide labor, materials, equipment and all else necessary for the operation of the Town's Leaf and Yard Waste Facility as detailed in the attached request for proposal requirements.

### NOTES:

1. Respondents are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their proposal submission
2. No proposal submission shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposal submissions are to be submitted in a sealed envelope and clearly marked "BID #2017-78" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Proposal submissions are not to be submitted with plastic binders or covers, nor may the proposal submission contain any plastic inserts or pages.

  
\_\_\_\_\_  
First Selectman

  
\_\_\_\_\_  
Director of Purchasing

05-12-2017  
\_\_\_\_\_  
Date

## INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive proposal submissions from qualified Respondents to provide all labor, material, equipment and all else necessary for the operation of the Leaf and Yard Waste Facility, 295 Richard White Way, as specified.

### MANDATORY PRE-PROPOSAL MEETING

A site meeting will commence at **10:00am, Leaf and Yard Waste Facility, 295 Richard White Way, Fairfield, Connecticut on Tuesday, May 23rd, 2017**, for prospective respondents to scope the conditions. The site location is shown on the attached exhibits and respondents are asked to meet at the gate to the site.

- All requests for information will be answered in writing as specified below under Addenda.

### ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to these requirements will be posted on the Fairfield Purchasing Department website at <http://www.fairfieldct.org/purchasing>

- It is each Respondent's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Tuesday, 30th May, 2017**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the respondent waiving the right to dispute request for proposals requirements and conditions, no exceptions.

**Questions concerning this request for proposals must be submitted in writing and directed only to:**

Corinne Dyer, Buyer  
[cdyer@fairfieldct.org](mailto:cdyer@fairfieldct.org)

Response will be in the form of an addendum that will be posted approximately 1st June 2017 to the Town of Fairfield website, which is [www.fairfieldct.org](http://www.fairfieldct.org). It is the responsibility of each respondent to retrieve addenda from the website. Any contact about this request for proposal between a Respondent and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Respondent. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

### Submissions

Respondents shall submit one original, four (4) written copies, and one (1) electronic copy of your proposal. Proposals must be received by **02:00 p.m. on 7th June 2017**; send sealed proposals to:

Town of Fairfield  
Purchasing Authority  
725 Old Post Rd  
Fairfield, CT 06824

### TERM / RENEWAL OF CONTRACT

- 1<sup>st</sup> August 2017 – 31<sup>st</sup> December 2022: The Town of Fairfield intends to award an initial contract for the period August 1, 2017 to December 31, 2022, with an option to renew annually for up to five (5) one-year optional renewal terms. On (60) days advance written notice, the Town may renew the 2017 contract per the same terms and conditions, with such renewal periods commencing on 1st of January and expiring on the 31st of December.
- Each renewal term may be extended at the sole and absolute discretion of the Town of Fairfield.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract with two (2) weeks' written notice.

### Enclosures

**Appendix:** Includes all permits and attachments listed in Section IV. Permitting, the Clean Wood (including leaves and grass clippings) Operations and Management Plan, Activity Counts for 2016, as well as, a Site Plan of the facility.

## **I. General Conditions**

- A. **Bid Security: A refundable surety deposit of \$5,000.00 is required to accompany all bids / proposals.** This security shall be in the form of a cashier's check or irrevocable letter of credit. Cashier's Checks will be returned to the unsuccessful bidders once an award has been made.
- B. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- C. Upon Award, all proposal submission documents shall constitute a legal contract including but not limited to the following; Request for Proposals, Addendum, Award Resolution, Town Purchase Order, and Town agreement. The successful bidder shall be required to enter into a substantially similar agreement as attached on page 22 of this RFP. The Town reserves the right to change the terms of the final agreement if it deems that such changes are in the best interest of the Town.
- D. In the instance that a Respondent discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site area.
- E. Performance Bonds: the successful Respondent shall provide an annual performance bond of \$100,000.00 for the duration of the contract, and shall be renewed annually. Failure to provide an annual performance, on an on-going and continuous basis may be grounds for termination of the contract. Additional performance bond requirements are listed in the Terms and Conditions portion of this RFP.
- F. Insurance: The successful Respondent shall furnish evidence of public liability and property damage insurance of not less than \$2,000,000 combined single limits for bodily and/or property damage, and which names the Town as co-insured. Certification of insurance shall be from an acceptable insurance company indicating such coverage, and shall be provided by the Operator selected prior to contract execution and commencement of operation. Additional insurance requirements are listed in the Terms and Conditions portion of this RFP.

## **II. Overview**

The Town of Fairfield ("Town"), Department of Public Works, has successfully operated a leaf and yard waste facility ("facility") as a public/ private partnership for twenty (20) years; the facility is located within the operations complex at 295 Richard White Way. The Town is requesting qualifications and fee proposals (RFP) from qualified Respondents / Operators (used interchangeably, depending on context) to continue working with the Town and if possible, to improve upon that successful model, which is comprised of three major categories of activity:

1. Yard waste and land clearing debris including; leaves, stumps, logs, brush, wood chips, and grass clippings are delivered to the facility by Town public works operations, residents, landscapers and other commercial sources, and are processed and recycled by the Operator into a marketable compost product;
2. The bulk sale of many organic garden materials to residents and landscaping companies; and
3. The processing of the composted product from the Town's wastewater treatment facility.

## **III. Objective**

The purpose of this project is to cost effectively operate, maintain and manage the Town's yard waste facility over the long term, and to create a marketable bio-solids compost. An additional purpose is to provide a facility that will increase the amounts of recycled materials, and will achieve and retain the highest commercially available standards for technology and a beneficial environment.

The objectives of this project are to save the Town money, minimize odor, noise and traffic, and maintain the high-quality and high-performance of the facility. Another primary objective of the Town is to preserve and protect the environment in and around the Facility. The site is within one thousand feet of Long Island Sound on one side and within one thousand feet of residential dwellings on the other three sides.

## **IV. Permitting**

Any site named as a disposal or recycling site for materials generated at the facility shall be a permitted facility. The successful Operator shall submit copies of the permits and written approval to unload the type and amount of materials to be delivered from that facilities' owner / operator.

There are numerous DEEP permits in-place for the site;

1. The original and subsequent approvals of the Plans and Specifications for the construction and operation of the Composting Facility, which approved the 2.5 acre storage site, dated 21 September 1988.
2. "Town of Fairfield Compost Management Plan" dated July 2015, which creates the plan to distribute, store, apply and use the compost material.

3. The Town holds an NPDES permit for the Water Pollution Control Facility, valid from November 2, 2015 through November 1, 2020, which allows the storage of finished biosolids compost for up to six months on the curbed and paved portion of the site. The screening occurs at that site also. In addition to the permit requirements, the Town requires the Operator to utilize odor control as necessary. All surface water is collected in catch basins and piped to a holding tank, which separates solids from the liquids and sends the liquids to the water pollution control facility for treatment. The catch basins must be hay-baled to reduce solids contamination. The Operator shall independently contract for periodic inspection and cleanout of the underground holding tanks for both liquids and solids, with a contractor approved by the Town and on a schedule approved by the Town.
4. A General Permit for the Discharge of Stormwater Associated with Industrial Activity was issued in October 2007. The Town prepared in April 2006 a “Stormwater Pollution Prevention Plan” as part of this permit. The Operator shall abide by all Town and CT DEEP Stormwater regulations. This includes registering for a General Permit for the Discharge of Stormwater Associated with Industrial Activity for 2017. The Operator will also be responsible for monitoring, testing, inspections, daily site operations maintenance, completing annual reports, documents and renewal/registering the general permit, etc. for the contract duration.
5. The Town holds a permit to Construct and Operate a solid waste volume reduction plant for a clean wood processing facility, which expires September 5, 2017, and is in the process of being renewed with the Connecticut Department of Energy and Environmental Protection.

Note: All DEEP permits are and will remain in the Town’s name, with the exception of the General Permit for the Discharge of Stormwater, however, the successful Operator shall follow all the terms and conditions of these permits. For reference these items are listed as an attachment entitled Appendix.

**V. Equipment Owned by the Town**

All land, building, improvements and permanent equipment that are presently in place, and/or new facilities added by the Town or Operator shall remain or become the property of the Town. All existing or new Town facilities shall be made available to the Operator for its use in providing the services under the contract. Should the Operator fund the implementation of any facility improvement at the request and approval of the Town, such facilities shall become the Town’s after the completion of a repayment schedule approved by the Town.

The Operator shall maintain all land, buildings, improvements (including subsurface drainage), vehicles and permanent equipment that are within the scope of the agreement, whether owned by the Town or the Operator. Equipment and vehicle maintenance shall be performed by the Operator in accordance with manufacturer’s recommendations or good industry practices, and the Operator will be required to provide proof thereof to the satisfaction of the Town. The Operator shall submit a maintenance schedule for approval by the Town.

Should the Operator purchase any rolling stock and transportable equipment not currently in use, the Operator shall be responsible for payment thereof, and the Town shall be informed of and agree to any such purchase in advance. Upon termination date of the contract, the Town may purchase such improvement, at its sole option, for fair market value, according to an agreed-upon depreciation schedule.

**VI. Town of Fairfield’s Needs**

The Town provides the site and the scale on an as-is, where-is basis, and the Operator will be responsible for any repairs or replacement of the scale, the scalehouse, and/or any other equipment on site. In exchange for use of the equipment and facility, the Operator shall provide all the woodchips for amendment to the sewage sludge for composting, shall load that amendment to Town trucks and shall sell the finished compost.

From 10,000 to 15,000 tons of yard waste are delivered by residents and commercial landscapers / other commercial sources to the facility each year; the Operator shall be able to accept the products for processing and sale, and/or shall transport all materials off site.

Residential green waste and green waste from Town vehicles (“non-commercial waste”) is accepted at no charge to the Town or to residents, while a fee is charged for waste from commercial sources (“commercial waste”); therefore, the Operator shall differentiate between residential and commercial customers and develop a plan to handle each.

The Town shall pay the Operator a set annual fee, due in monthly installments. That monthly fee would be compensation to for the hauling and disposal of Town-generated materials from commercial waste sources, as described in this document.

The Town will not seek to control tipping fees, sales fees, etc., however, tipping fees must be demonstrated to be no higher or lower than the upper quartile of similar fees within a 25-mile radius and must be approved by the Director of Public Works.

At the minimum, the proposals shall include any and all expenditures required to insure that the facility, now and in the future, meets all code requirements, performs at acceptable industry standards.

## **VII. Fire Protection Procedures and Requirements**

The successful Respondent shall model best practices for fire prevention in soil and mulch pile management processes.

The successful Contractor shall adhere to the following requirement;

1. Pile height shall not exceed 20 feet. A ten (10) foot access around the perimeter of each pile shall be maintained.
2. All piles shall be tracked for size, temperature, and age.
3. All piles regardless of content shall be monitored for temperature. Internal pile temperatures shall be recorded twice per week.
4. Contractors shall report in writing, twice per week, details of each pile with age, size, and content and temperature data to the Director of Public Works and Fire Department officials.
5. Any pile with an internal temperature exceeding 140 degrees Fahrenheit shall be probed daily.
6. Any pile with an internal temperature exceeding 150 degrees Fahrenheit shall be deconstructed.
7. All machinery shall be maintained to prevent sparks or overheating to prevent fire in the materials being processed or stored.
8. Piles shall not be permitted to age for more than 30 days without processing or turning. The moisture content is maintained between 40 and 60% throughout the pile.
9. The site shall be designated a no smoking area.
10. The Contractor shall provide a 24 hour response plan which shall contain, among other provisions, fire control and extinguishment operations around the clock until a potential fire is completely extinguished and the emergency declared closed in writing to the Fire Chief or designee. The Contractor shall report updates on fire conditions every 12 hours with resources dedicated to the extinguishment and projections for full extinguishment.
11. The Contractor shall provide a full written report to the Fire Department Chief on any/all fire emergencies occurring at the site including cause, contributing factors, control efforts and recommendations to prevent reoccurrence.

All proposals shall include fire prevention and fire control plans as detailed in section XII "Submission Information Required". These plans shall be included with the proposal submission materials.

## **VIII. Other Controls**

Odor: All proposals shall address odor control and describe their proposed efforts to minimize odor from each aspect of the operations: storage, grinding, screening, and transporting the yard waste materials, the amendment and the composted biosolids. The Operator must be willing to accept all authorized yard waste materials delivered by residents, commercial vehicles and by Town public works operations; must weigh all waste (except that from residential sources), process it and sell / otherwise dispose of the end products.

There may be no permanent storage of materials on site.

All odor-producing materials (e.g. grass and leaves) shall be transported off of the site within seven (7) days of delivery.

Dust: Minimize dust and monitor wind conditions, with a wind sock and weather monitoring station, to prevent blowing into adjacent buildings and properties. If dust becomes a nuisance to surrounding properties, the Town can order screening be halted or moved to another section of the property.

The Contractor may be required to wet excessively dusty areas to minimize airborne particles.

All composted material brought to the site from the Fairfield WPCF, must be piled according to the month received, labeled with some type of signage and kept separated until all analytical testing has have passed, until written permission is received from the Fairfield WPCF.

For reference the Clean Wood (including leaves and grass clippings) Operations and Management Plan is listed within the attachment entitled Appendix.

Hours of Operation: The hours of Operation shall be;

<b>Date Range</b>	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>
November 1 - December 15	7:00 am to 4:00 pm	7:00 am to 4:00 pm	9:00 am to 3:00 pm
December 16 - February 28	8:00 am to 3:00 pm	Closed	Closed
January - 1st, 2nd, & 3rd Saturdays of the month	NA	8:00 am to Noon (Christmas tree disposal)	NA
March 1 - October 31	7:00 am to 4:00 pm	7:00 am to 12:00 pm	Closed

During a Town declared emergency event or significant storm, the Contractor shall keep the facility operational for extended hours. There will be no additional compensation for these hours.

**IX. Capacity Limits**

The facility, in accordance with the operating permit, shall process up to 125 tons per day.

The daily storage capacity shall not exceed the following;

Mixed Yard Waste - 7,900 cubic yards in containers and/or piles

Unprocessed Clean Wood - 7,100 cubic yards in piles (brush, logs, branches, stumps)

Processed Clean Wood (chips) - 4,200 cubic yards in piles

Storage Capacity shall not exceed 19,200 cubic yards.

The physical area of the site will dictate the overall amounts. The storage capacity cannot exceed the footprint of the facility.

Additional information is listed in the Appendix in the “Permit to Construct and Operate”.

**X. On-site Materials, Operations and Production**

- Acceptable Material is as listed; Yard waste and land clearing debris including; leaves, stumps, logs, brush, wood chips, and grass clippings.
- Fencing, pallets, dimensional lumber, and like materials will not be accepted at the facility for residents or commercial contractors.
- All haulers, both residential and commercial, will require a Town of Fairfield solid waste permit to enter the facility.
- Temporary Town issued permits will be sold on-site by the Contractor.
- The Respondent shall provide weekly weigh tickets and any other applicable data collected to the Department of Public Works.
- Free disposal of Christmas trees.
- The Respondent will be responsible for accepting, weighing, processing, and disposing of all acceptable materials delivered to the Facility. All Town-owned and commercial vehicles shall be weighed; residential vehicles shall be counted. All vehicles that are dropping off yard waste of any kind must have a Town solid waste permit; the Operator shall not accept any yard waste except under a Town solid waste permit.
- No demolition waste may be accepted at the facility.
- The Respondent will have the option of selling bulk organics at the site, including wood and other mulches, wood chips, topsoil and other materials. This excludes that sale of bio-solids compost, which is reserved by the Town.
- Providing and loading wood chips as amendment to the WPCF Operations.



- Partially finished biosolid compost materials will be delivered to the yard waste site by the WPCF staff. The Contractor will be responsible for segregating the biosolids into piles according to the date delivered, and providing adequate signage stating delivery date. Piles shall be turned weekly or until maturity is attained.
- The Contractor will be responsible for processing, screening, and storage of the final compost product in preparation for sales.

The Respondent will be allowed to perform the following within the confines of the Town's yard waste facility site:

- Grind and screen material
- Offer to the public wholesale products such as mulch and other yard materials
- The Contractor shall be allowed to import materials to be sold on-site, as long as this does not exceed the site capacity or permitted totals. Receive an annual fee, payable monthly, for operations.

Calculation of Charges / Tip Fees:

- Town (municipal) vehicles shall be accepted at no charge,
- Commercial vehicles performing contract work for the Town shall be accepted at no charge,
- Operator must provide the Town with a proposed cost per ton and the suggested escalation of the proposed per ton rate over the five years of the contract,
- Residential automobiles (with Town-issued permits) shall be allowed to unload all acceptable materials at no charge for up to 500 pounds,
- Other residential vehicles with stickers, .i.e., small pick-up trucks and autos pulling carts or trailers will be weighed at operator's discretion; any vehicle weighing over 500 pounds will be charged commercial rates from pound one,
- Operator is expected to fully recover the costs associated with the acceptance of the residential waste through the waste fees generated from commercial vehicles and/or the sale of products on the site,
- Prior to becoming effective, all change requests shall be submitted in writing 45 days in advance, and must be approved in writing by the Director of Public Works,
- Residential and commercial vehicles must have a Town of Fairfield solid waste permit to use the Facility. Temporary permits (5 day pass) can be issued onsite.

Provision of materials at no charge to Town:

- All the wood chips the Town's WPCF requires for amendment to the sewer sludge to make compost, processed to the following specifications shall;
  - Be less than one inch (1") in size
  - Have a moisture content of 40% on average, and less than 45% at minimum
  - Be clean wood, free of paint, stain, preservatives and other chemical contamination
  - Cannot be from demolition materials
  - Be free of sand and grit
  - Meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used. Moreover, at least five (5) days of amendment must be segregated and stored on-site at all times, and should be covered to maintain upper limits of moisture control.
- 10,000 cubic yards of wood chips once during the life of the contract for the WPCF biofilter, meeting the following specifications;
  - The media shall be wood chips (wood grindings) screened to remove fines and dirt
  - The wood chips (grindings) shall be from stumps and logs and shall be a mixture of hard and soft species. No construction wood or pallets shall be included and grindings shall be free of plastic, metal, or any other debris. Grindings shall avoid brush, twigs, and leaves or wood with visible signs of decay (e.g. soft and fibrous).

- Wood grindings shall be screened with a ½ inch screen to remove soil and fine particles. Most pieces should be between 1 inch to 2 inches particle size. No more than 5% by volume shall have a particle size of more than 6 inches in length. Wood grindings (screened) should be handpicked to remove oversized pieces, stones, and trash. Hand picking may also be performed at the time media is placed.
- Biofilter media will be placed when components are wet or moistened; however media as delivered to site may require moisture adjustment. As the media is placed, moisture should be added to insure that the media is consistently moist. Surfaces of wood should show visible moisture. Moisture content, measured by oven drying samples should be 50 to 75%. Moisture content of media is of critical importance.
- Material will be supplied as specified by Agresource in regards to size, type and ratio of recommended wood.
- Residential vehicles must be allowed to take at no cost up to three (3) cubic feet of wood mulch each time they visit the Facility. During a Town declared emergency event or significant storm, the Contractor shall keep the facility operational for extended hours. There will be no additional compensation for these hours.

**XI. Operational Records and Reports and Access to such Records and Reports**

The Respondent shall establish a system for measuring, recording, and reporting site activities.

- a. Records: Daily records shall be maintained in compliance with the State of Connecticut Department of Energy and Environmental Protection requirements and be made available to Town department staff for inspection at any reasonable time. Such records shall be maintained at the Facility for the life of the General Permit. Records of the following, at a minimum, shall be kept:
  - i. Types, capacities, and quantities of all Containers of Clean wood, leaves and grass clippings, received and transferred from the Facility, and unauthorized Recyclables and other Solid Wastes or unprocessable Clean Wood that have been received and/or rejected.
  - ii. Dates of receipt of all Clean wood, leaves, and grass clippings, and origin of all Clean wood, including leaves and grass clippings, received at the Facility including hauler name;
  - iii. Destination to which all Processed Clean wood, leaves and grass clippings, including, unacceptable Recyclables and other Solid wastes or unprocessable Clean wood leaves and grass clippings, transferred from the Facility were delivered for Disposal or Recycling, including quantities delivered to each destination facility.
  - iv. All inspection logs, including emergency and spill reports, which shall include at a minimum the name of inspector, date of inspection, observations made and any remedial actions taken and their date;
  - v. Log of scheduled and unscheduled shutdowns;
  - vi. Operators’ training records for Facility staff and Department certifications; and
  - vii. Facility and equipment maintenance schedule, including activities undertaken to control dust, litter, vectors, etc.

Additional information can be accessed in the Clean Wood Operations and Management Plan, Section 10 attached in the Appendix.

All operational working records and reports must be retained, at the Respondent’s expense, for a minimum of five (5) years beyond the expiration of the contract, unless the Respondent is notified in writing by the Town of Fairfield of the need to extend the retention period. The Respondent shall be required to make such operational working records and reports available, upon request to the following parties or their designee:

- The Town of Fairfield
- The State of Connecticut

**XII. Administrative Charges**

It shall be the duty of respondent to perform these services outlined in this RFP in such a manner as to implement practices, policies and procedures designed to achieve the objectives set forth herein. In the event that the respondent fails to perform the services as set forth herein, the Town may assess administrative charge against the respondent and may deduct such charge from any monies due or which may become due to the respondent in the following amounts:

<b>Smoldering, smoke, or fire emanating from mulch pile</b>	<b>\$ 5,000.00 per occurrence</b>
<b>Accepting improper material on site</b>	<b>\$ 5,000.00 per occurrence</b>
<b>Failure to cease operations causing windblown dust off property</b>	<b>\$1,000.00 per occurrence</b>

The Director of Public Works or his designee may assess administrative charges pursuant to this section. If administrative charges are applicable, the Town Representative shall issue a written notice to the respondent (“Notice of Assessment”) of the administrative charges assessed and the basis for each assessment.

“An occurrence” shall be defined by any (1) instance in which the Contractor either intentionally or negligently fails to comply with this contract. It is at the Town’s sole and absolute discretion to terminate this Contract if such occurrences deem it necessary.

The administrative charges assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, the respondent provides a written request for a meeting with the Director of Public Works (“Director”) to present evidence that the assessment should not be made.

The Town Representative shall schedule a meeting between the respondent, the Director or the Director’s designee as soon as reasonably possible after timely receipt of the respondent’s request.

The Director or the Director’s designee shall review the respondent’s evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to the respondent.

In the event the respondent does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Town Representative’s determination shall be final and the Town may deduct the administrative charges from amounts otherwise due to the respondent.

The Town’s assessment or collection of administrative charges shall not prevent the Town from exercising any other right or remedy, including the right to terminate the agreement, for the respondent’s failure to perform the work and services in the manner set forth herein.

### **XIII. Submission Information Required**

Companies replying to this RFP must be able to demonstrate their familiarity with relevant to the leaf and yard waste facility and its operations. This section of the RFP establishes certain standards of experience and financial capabilities that the Town shall utilize to ascertain whether or not a Respondent is deemed qualified. Proposals that do not meet the Town’s prescribed standards will be considered to be non-responsive by the Town. The Town, at its sole discretion, will decide if a Respondent meets the prescribed standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondent must have been in business for a minimum of five (5) consecutive years of operation.
- B. Provide the business history of the primary Respondent. Include any person/company/affiliate or entity under common control , any changes in the Respondent’s status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent’s corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person, elected or appointed, including members of the Representative Town Meeting (RTM), who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any prior or pending litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the status and/or outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to their successful completion. If so, name the owner and describe the circumstances.
- F. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- G. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least two (2) municipal projects that Respondent has designed, if applicable.

- H. Provide a Statement of Qualifications: This is a brief discussion of the Respondent's experience in operating projects of similar scope, type and size (maximum 10 pages, single-sided), including but not limited to the following elements;
- Describe experience operating a yard waste and composting facility for a municipality in Connecticut or elsewhere. Describe the term of the contract and the annual amount of and type of materials handled, as well as, experience handling high volume traffic in regards to in-take and on-site activity.
  - Describe Bidder's experience with odor control. Provide documentation on expertise in the design and operation of an existing operating facilities to minimize odors.
  - Describe experience with the receipt and handling of a variety of waste materials, including leaves, grass, stumps, brush, yard wastes, and other clean wood wastes.
  - Describe experience and ability to handle biosolid compost.
  - Describe experience with hauling yard waste material to remote sites for processing and/or sale. Include a list of equipment required and available for hauling. Name any subcontractors you intend to use (the Town reserves the right to approve any subcontractors.)
  - Describe your access to licensed facility capacity to dispose with the ability to accept grass, wood waste and leaves for the duration of the contract.
  - Describe your ability to provide on-going technical services and process support during operation.
  - Provide documentation of your ability to comply with pertinent State laws, Federal laws, regulations, or other requirements for yard waste operations and bio-solids compost distribution. Provide two (2) examples of Operator's permit issued for compost distribution in a northeastern / New England region state.
  - Provide documentation validating that at least one (1) employee proposed for this facility holds an active State of Connecticut Public Weigher license through the Department of Consumer Protection

**Note:** The Town will evaluate the proposed equipment for its ability to process the yard waste quantities in a timely manner in order to meet permit requirements and to minimize odor and dust – both on-site and off-site.

- I. Provide an Operating Plan (maximum 15 pages, single-sided): The respondent shall be required to comply with their proposed operating plan. The proposed operating plan should address
- a list of specific individuals assigned to the management team and the technical support envisioned during the transition and throughout the operation of the contract, include the resumes of those individuals,
  - a detailed staffing plan, indicating the type of position and the number of employees the Operator believes it will be necessary to provide the services requested,
  - an equipment list for all equipment that will be used onsite
  - the proposed transition process plan and schedule,;
  - The proposed operating plan for the facility and an overview of your other responsibilities for providing maintenance and management services on the site.
  - The plan should designate specific areas for each phase of the operations. Residential unloading areas must be physically separated from commercial unloading areas. Describe any proposed safety precautions.
  - Description of any proposed on-site processing of materials. Note that all leaves and grass must be hauled off-site to a licensed recycling facility within seven (7) calendar days of delivery to the Town's facility. No on-site composting will be allowed. However, leaves may be ground on-site for easier off-site transportation. The process for loading, transporting and recycling of all leaves and grass; indicate the final disposition of the balance of delivered materials.
  - The sale of bulk organics at the site, including wood and other mulches, wood chips, topsoil and other materials.
  - The process for providing and loading wood chips as amendment to the WPCF sanitary sewage sludge.
  - Processing of final compost product in preparation for sales.
  - Fire Prevention: Proposals shall fully describe their proposed plan to minimize fire threat from each and every aspect of the operation: storage, grinding, screening, and transporting the yard waste materials, the amendment and the composted biosolids.

- The proposal must provide a detailed fire prevention plan demonstrating the Respondent’s ability to monitor and address the factors contributing to the fire threat in piles including but not limited to: composition, moisture content, pile temperature, height, age, control of open flames and smoking materials and equipment maintenance.
- Proposals must include a fire prevention plan for operations specifically during high fire danger warning periods.
- Proposals shall include Respondent proposed plans to communicate with Town officials from the Public Works and the Fire Departments ongoing monitoring activities cited above.
- Proposals shall include an emergency communications plan to include incident reporting and update on conditions at the site when emergencies occur.
- Fire Control: Proposals shall include an emergency fire response plan for active flaming or smoldering fires at the facility
  - Proposed terms and conditions of the contract.

**Note:** The Operator shall have no right to use the yard waste facility as a temporary transfer station, or to process waste from sources other than those described herein. Failure to comply with this provision shall be grounds for the termination of the contract.

J. Business Considerations: The proposed business plan should discuss;

- A description of any suggested improvements in the operations and maintenance of the facility,
- Provide a detailed list of existing rolling stock, which is to include (at a minimum) the year, make and model; size or capacity,
- The availability of back-up equipment.
- The Respondent shall identify any and all proposed terms and conditions associated with the services included in the Statement of Qualifications. After selection of the highest scoring Respondent, the Town and the Respondent will clarify the scope of work and begin negotiation of the final contract.

K. The Primary Respondent must demonstrate its capability to successfully provide varied yard waste and related services:

L. Equipment: Discuss the availability of equipment required to operate the yard waste facility, including size and numbers of grinders, payloaders, grappling equipment, bull dozers, etc.

- Discuss access to spare equipment in order to minimize downtime.
- Discuss the inventory of spare parts and the availability of an on-site service truck.
- Discuss your equipment predictive and preventive maintenance programs.
- Discuss your financial ability to replace failed equipment, including the Town’s, if necessary.

M. Price/ Revenue Proposal- **Provide a price/revenue proposal in a separate sealed envelope.** This shall be delivered along with the operating proposal.

The price / revenue proposal is suggested to contain at least the following topics:

- The list of services to be provided and products to be sold,
- Annual fee payment by the Town,
- Commercial tip fees (and escalation) for each category of yard waste,

**XIV. Selection Process**

The evaluation of qualifications and price proposals will be conducted by an evaluation panel (“panel”) created for this purpose. The panel will consist of Town officials and employees including representatives from Public Works and Finance Departments. The panel will make its decision based on information gathered during the proposal review process and/or evaluation criteria outlined within this section.

- Panel members will individually evaluate each Statement of Qualifications on a points system, a sample matrix is attached on pages 21 of this RFP.

- The Panel will meet to discuss the Statements of Qualifications. Consensus will be reached with the panel agreeing to overall evaluations.
- Respondents may be further evaluated based on an oral interview with the panel. The purpose of this oral interview is to clarify qualifications and allow the panel to verify its evaluation. Additional services or significant changes to the submittals will not be considered.
- Respondents will be notified of the scoring after recommendation for an award has been made by the Purchasing Authority.
- Once the Town has selected the highest scoring Respondent, the Town reserves the right to immediately begin negotiations for a contract.
- Should the negotiations fail to result in an executed contract by 1 July 2017, the Town may elect to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent or cancel the process and make no award.

In addition to the data and documentation submitted in response to this process, the Town reserves the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Town chooses to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Town personnel shall be borne by the Town.

It is understood that the statement of qualifications, price & service proposals, and the guarantees and experience demonstrated therein shall be the general basis for selection of an Operator to provide the required services. The Town expects to select the highest scoring candidate based on a structured point scoring evaluation of 1) the statement of qualifications and 2) the price and service proposal. In evaluating the statement of qualifications, the selection panel shall consider the Respondent’s understanding of needs, and the experience and qualifications of its management team. Once the Town has selected the highest scoring Bidder, the Town will immediately begin negotiations for a contract. Should the negotiations fail to result in an executed contract by 1 July 2017, the Town may elect to terminate negotiations with the first-ranked Bidder and begin negotiations with the second-ranked Respondent or cancel the process and make no award.

**XV. Negotiations with Respondents**

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any Respondent as determined by the sole and absolute discretion of the Town, for any costs associated with responding to the Request for Proposals, and the Respondent’s participation in any interviews, or any costs associated with negotiations.

**XVI. Proposed Schedule**

In summary, the schedule is as follows:

- Pre-proposal meeting and walk-through 10:00 a.m. on 23 May 2017
- Last date for requests for information / examination of documents 11:00 a.m. on 30 May 2017
- Addendum posted to website (approximately) 4:00 p.m. on 1 June 2017
- Proposal Submissions due 2:00 p.m. on 7 June 2017
- Candidate interviews begin 10:00 a.m. on 14 June 2017
- Award recommendation issued 23 June 2017
- Contract negotiations concluded 1 July 2017
- Begin operations 1 August 2017

# PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, \_\_\_\_\_ have received the following contract documents,

1. BID Document #2017-78,
2. Posted addenda numbered \_\_\_\_\_ thru \_\_\_\_\_, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my proposal. I shall supply all labor, equipment, tools and related materials required for the operation of the Town of Fairfield Yard Waste Facility as required by the bid documents.

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Town has the right to add or remove items and/or quantities from this RFP. Unbalanced proposal submissions will not be accepted. The Town of Fairfield reserves the right to award the project:

- a) To more than one Respondent, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single Respondent, at the sole and absolute discretion of the Town, who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

## CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security.**

The Respondent hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

\_\_\_\_\_  
Name and Title of Authorized Representative (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REFERENCES**

Provide reference details of most recent similar scope projects performed.

**REFERENCE #1:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #2:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #3:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #4:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #5:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_



**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #2:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR RESPONDENTS  
TERMS AND CONDITIONS**

**PROPOSAL SUBMISSIONS**

Proposal submissions are to be submitted in **two (2)** separate **sealed envelopes** (one sealed envelope containing the qualifications, and one sealed envelope containing the fee proposal) and clearly marked on the outside **“RFP #2017-78”** including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Proposal submissions are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. Late submissions shall not be accepted

**RIGHT TO ACCEPT / REJECT**

**AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSAL SUBMISSION, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.**

**QUESTIONS**

Questions concerning conditions, request for proposal requirements **should be directed in writing** to:

**Corinne M. Dyer, Buyer: [CDyer@fairfieldct.org](mailto:CDyer@fairfieldct.org)**

Inquiries must reference date of the request for proposal opening, requisition or contract number, and must be received **no later than as indicated in the request for proposal documents** prior to date of request for proposal opening. Failure to comply with these conditions will result in the respondent waiving the right to dispute the request for proposal requirements and conditions.

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of (120) days. Prices shall include all applicable duties. Respondents shall be required to deliver awarded items at prices quoted in their original proposal submission.

**F.O.B. DESTINATION**

Prices quoted shall be Net – Delivered to destination. Proposal submissions quoting other than F.O.B. Destination may be rejected.

**BID SECURITY**

The **BID SECURITY** furnished must be duly executed by the bidder as principal. It must be in the amount of \$5,000.00, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond.

**This bid security shall be in the form of a cashier’s check or irrevocable letter of credit. Cashier’s checks will be returned to the unsuccessful bidders once an award has been made.**

**NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.**

**PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

**PAYMENT PERIOD**

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**THE RESPONDENT**

The Respondent for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Respondent has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Purchasing Authority. Consent may be withheld at the Town's sole discretion.

**AWARD OF BIDS**

Contracts and purchases will be made or entered into with the highest ranked qualified respondent meeting the Town requirements, except as otherwise specified in the request for proposal document. If more than one item is specified in the request for proposal document, the Town of Fairfield reserves the right to determine the highest ranked qualified respondent on an individual basis or on the basis of all items included in the request for proposal document, unless otherwise expressed by the Town.

**DEFAULT**

Should one or more of the following occur, the Town at its sole option, may declare the Respondent in default and take such action as the Town deems in its best interests, including, but not limited to, terminating the contract and seeking money damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield
- b. Failure to provide insurance or keep such insurance in effect as required by this contract.
- c. Failure to provide a performance bond or keep such performance bond in effect as required by this contract.
- d. Failure to timely perform any term or provision of this contract.
- e. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- f. Failure to perform the work required herein in a safe or competent manner.

The Town shall notify the Contractor if deemed in default, and the Contractor shall immediately cease any and all performances unless otherwise requested by the Town. The Town may allow the Respondent to cure the default, however reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the Town, such satisfaction shall not be unreasonably withheld.

All remedies available to the Town are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The Town, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the cost of which, including but not limited to, cost for rebidding, cost of substitute performance, cost of litigation, actual attorney fees together with other cost necessarily incurred to correct a default or defect in performance, shall be paid by the Respondent promptly upon request of the Town.

**PERFORMANCE AND LABOR AND MATERIAL BOND**

The successful Respondent, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to \$100,000.00. This bond shall be held for the duration of the contract and shall be renewed annually.

Work shall commence only after the Respondent provides evidence of insurance and a performance bonds. The Town of Fairfield will withhold payment from the Contractor until renewed and valid insurance and performance bonds has been received annually by the Town per the Contract

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

**PURCHASING AUTHORITY**

**TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BOND REQUIREMENT – NON-RESIDENT RESPONDENTS**

1. Prior to commencing work, Non-resident Respondents are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

**GUARANTEE**

All work shall be performed in a good and appropriate manner.

**CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Proposal submissions on other equivalent makes, or with reference to other catalogue items will be considered. The Respondent is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**OSHA**

The Respondent will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful Respondent shall agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR RESPONDENTS  
TERMS AND CONDITIONS OF BID**

**LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding proposals. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

**INSURANCE**

Prior to commencing any work under this Contract, all insurance required by this section shall be obtained and provided to the Town. Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, declaration page, and any endorsements listing the Town as a policy holder/additionally insured, shall be received and approved by the Town. No payment shall be made until all necessary insurance information is in the Town's possession.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Town at least thirty (30) days prior to the expiration of the policy. All insurance issuers chosen by the Respondent shall be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Respondent's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for 5 years.

**Worker's Compensation Insurance:** The Respondent shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

**Automobile Insurance:** The Respondent shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Respondent arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a hired and "non-Ownership" provision covering the operation of motor vehicles not owned by the Respondent, but used in the performance of the work.

**Commercial General Liability:**

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Respondent and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

**Umbrella Policy:** An umbrella policy in the amount of \$5,000,000, with respect to all operations the Respondent performs, is required.

**Pollution Liability Insurance:** A policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy shall be given to the Town for review and determination of acceptability before an award will be made.

**Waiver of Subrogation:** Waiver of subrogation is required on all policies.

**Additional Insureds:** The following entities shall be named as additional insureds on the Respondent's and Subcontractors' Commercial General Liability, Automobile Liability, Pollution Liability, and Umbrella:

Town of Fairfield, its officers, employees and agents

**Subcontractor's Insurance:**

Primary and Non-Contributory: In place on General Liability, Automobile, and Umbrella

Each Subcontractor engaged by the Respondent to perform any work under the Contract shall obtain all insurance required of the Respondent in the same amounts and subject to the same provisions specified above for the Respondent, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Respondent and the Town and approved by the Town, before commencing any work.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**HOLD HARMLESS**

Respondent shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

**SCOPE OF WORK/SITE INSPECTIONS**

The respondent declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the respondent further declares that the site has been inspected as called for in the specifications (q.v.).

**EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the requirements or of the Request for Proposals will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All proposal submissions rendered shall be considered meeting the attached requirements unless exceptions are noted on a separate page dated and signed by the respondent.

**UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and requirements will be complied with and will be considered as part of the Proposal Submission.

**TAX EXEMPT**

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

State-0531-806-000

Federal – 06-600-1998

## EVALUATION MATRIX

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1. Company <ul style="list-style-type: none"> <li>• General company capabilities</li> <li>• Financial capability</li> <li>• Time in business</li> <li>• Commitment to operations and maintenance business</li> <li>• Management experience and depth</li> <li>• Operations and specialist support services</li> </ul>	20	_____
2. Company experience <ul style="list-style-type: none"> <li>• Number and size of projects</li> <li>• Number of employees directly involved in projects</li> <li>• Years of operating experience</li> <li>• Dollar value of contracts</li> <li>• Track record: contract renewal, references, etc.</li> <li>• Awards, safety record, compliance infractions, etc.</li> </ul>	20	_____
3. Operating plan <ul style="list-style-type: none"> <li>• Technical understanding</li> <li>• Transition plan</li> <li>• Operating, maintenance and management approach</li> <li>• Creativity:               <ul style="list-style-type: none"> <li>• Innovation</li> <li>• Operating/maintenance changes</li> </ul> </li> <li>• Clarity of presentation of service to be provided</li> <li>• Equipment list</li> </ul>	30	_____
4. Personnel assigned to this project <ul style="list-style-type: none"> <li>• Home office management role and involvement throughout contract period</li> <li>• Staffing plan</li> <li>• Organization chart, reporting, etc.</li> <li>• Staff qualifications and experience</li> <li>• Management</li> </ul>	10	_____
5. Cost to Town <ul style="list-style-type: none"> <li>• Overall price per ton for Town waste</li> <li>• Completeness of services provided</li> <li>• Any exceptions</li> <li>• Method of escalation</li> </ul>	20	_____
<b>TOTAL</b>	<b>100</b>	_____

## Sample Agreement

AGREEMENT by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, authorized to do business pursuant to the laws of the State of Connecticut, and doing business as “\_\_\_\_\_,” hereinafter referred to as the “Company” and the Town of Fairfield, a municipal corporation duly organized and existing pursuant to the laws of the State of Connecticut, hereinafter referred to as the “Town.”

### RECITALS

WHEREAS, the Company has experience in the operation and maintenance of yard waste collection, transfer and processing facilities, the control of odor generated by such facilities and the provision of contract operating services for such facilities; and

WHEREAS, the Company has experience in the marketing of yard waste compost, biosolids compost and other bulk horticultural products; and

WHEREAS, the Town owns and operates an in-vessel agitated bin compost facility, including all associated equipment, and the belt filter press dewatering equipment, hereinafter referred to as the “Compost Facility,” located at the Fairfield Water Pollution Control Facility, hereinafter referred to as the “WPCF” at 330 Richard White Way (formerly One Rod Highway) within the corporate limits of the Town; and

WHEREAS, the Town owns an approximately six acre site on Richard White Way (formerly One Rod Highway), hereinafter referred to as the “Facility Site,” utilized as a yard waste facility for collection and processing of organic yard waste and the sale of bulk horticultural products, hereinafter referred to as the “Facility”; and

WHEREAS, the Town and the Company desire to enter into an Agreement wherein the Company will operate, maintain and manage the Facility, market bulk horticultural and biosolid products, and provide compost facility support services for the Town under the terms and conditions contained herein.

FOR AND IN CONSIDERATION of the foregoing and inconsideration of the mutual covenants contained herein, the parties agree as hereinafter set forth.



## Definitions

The following terms shall have the following meanings when used herein:

“Agreement” means this agreement \_\_\_ pages in length and Appendices \_\_ through \_\_\_.

“Amendment or Bulking Agent” means the amendment of ground leaves, certain sawdust or wood chips if such wood chips are: (1) less than one inch in size; (2) have a moisture content of 40% on average, and less than 45% at maximum; (3) be clean wood, free of paint, stain, preservatives, or other chemical contamination; (4) free of demolition material; (5) free of sand and grit; and (6) meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used.

“Biosolids” means sewage sludge, the material which is primarily organic solid residue of the pre-treated industrial, residential, and commercial wastewater purification process at the WPCF.

“Compost” means the “composted biosolids” produced by the Town in the compost facility at the WPCF and delivered by the Town to the Facility for curing, storage, processing and disposal by the Company.

“Compost Sales Fee” shall be as defined in Section 4.B (1) below.

“Commercial Vehicles” shall mean all vehicles, other than non-commercial vehicles or Town vehicles (both defined below), with valid Town beach / dump stickers attached to the windshield.

“Contract” means this Agreement.

“Calendar Year” means any twelve (12) month period within and during the term of this Agreement commencing on January 1 and ending on December 31.

“Cost(s)” means expenses incurred in the provision of materials, supplies, and/or services as described herein.

“Effective Date” means August 1, 2017.

“Non-Commercial Vehicles” means any passenger vehicle, pick-up truck, or passenger vehicle with a trailer, hauling yard waste from a personal residence, with one of the following Town beach / dump stickers attached to the windshield: (1) (Parks & Recreation Permit for (a) “Beaches-marinas-town dump-A”, (b) “Lake Mohegan Beach Pass” or (c) “For official use only card and (2) Solid Waste and Recycling for (a) “OTP”, (b) “CRV”, (c) “PRV” or (d) a Five Day Pass” receipt.

“Preventive Maintenance” means the routine and/or repetitive activities required by the equipment or facility manufacturer, Company or Town to reasonably maximize the service life of the equipment, vehicles, and components of the Facility.

“Processing Fee” shall be as defined in Section 4 A (1), (2), and (3).

“Public Works” means the Public Works Department of the Town of Fairfield.

“Resident” means any individual who resides in a residential property in the Town, in his capacity as owner or legal occupier of such residence, and does not include an individual acting as a landscaper or engaged in a commercial business, irrespective of whether said individual charges fees for the collection and disposal of yard waste.

“Subcontractor” means any person, partnership, corporation or other entity contracting directly with the Company to perform any of the contractual obligations of the Company contained in Section 2.

“Term” means the term of this Agreement as defined in Section 13.C.

“Town Vehicle” means any vehicle with a Town of Fairfield municipal license plate or any commercial vehicle operated under contract to the Town and identified to the Company as such.

“Unforeseen Circumstance” means any of the following events or conditions having an effect on the performance of the terms set out in this Agreement, or on the operation of the Facility or any part thereof, including, but not limited to the following:

- (1) A change in law including:
  - (a) The adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the effective date of any Federal, State or local law, regulation, rule, requirement, ruling or ordinance.
  - (b) The order (including an order to perform any clean-up of the facility sites to remedy a condition existing prior to the effective date) and/or judgment of any Federal, State or local court, administrative agency or governmental officer or body, after the effective date, or any permit, license, consent, authorization or approval essential to the performance of this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Company.
- (2) An act of God, landslide, lightning, earthquake, tornado, flood, hurricane, storm, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot, civil disturbance or other casualty loss.
- (3) Strikes including labor disputes, lockouts, work slowdowns or work stoppages, but excluding labor disputes, lockouts, work slowdowns or work stoppages by employees of the Company.
- (4) The loss of inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the facility, for other than the Company’s negligence or non-payment.
- (5) Accidents, epidemics, acts or omissions of government, or delays in transportation of supplies, materials or equipment, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Company.
- (6) Any change in the Town’s curbside leaf collection program that results in curbside collected leaves being designated for drop-off at another facility.

“Yard Waste” or “Yard Waste Material” includes leaves, grass, clean wood waste, other yard trimmings, and such other organic materials as may be mutually agreed upon between the Company and the Town and does not include any other materials.

Other terms not specifically defined hereunder shall have the meanings generally ascribed them in the waste collection and disposition industry.

## **SECTION 2 – Obligations of the Company**

- A. Payments: The Company shall make all payments to the Town provided for in Section 4B and shall pay for all Town services made available to it.
- B. Operations, Maintenance and Management Obligations – In General: Pursuant to the terms of this Agreement, the Company shall provide for the full operation, maintenance and management of the Facility. Specifically, the Company shall:
  - (1) Comply with all applicable federal, state and local laws, permits and regulations, obtaining and keeping in effect all permits or licenses that the Company is required to hold in order to be an operator of the Facility, including, but not limited to the full and continuous compliance with all state and federal regulations regarding compost product characteristics, analyses and reports, intended product users, application restrictions, record keeping and weighing’
  - (2) Provide, at its cost, the licensed and experienced staff necessary to operate the facility;
  - (3) Perform the odor control and handle public relations for the facility;
  - (4) Expend reasonable efforts to minimize noise, odor and traffic at the facility;
  - (5) Comply with the Town’s emergency response plan, as may be specified from time to time by the Town, in writing;
  - (6) Reasonably cooperate with the Town with respect to enforcing existing equipment warranties and guarantees, and maintaining warranties on any new equipment purchased by the Town for use at the facility;
  - (7) Provide representatives to meet at least once per month with the designated representative of the Town to review and discuss facility operations and maintenance activities, plans and priorities for the Town;
  - (8) Provide reasonable access to the facility and across the facility to adjacent Town facilities for the Town’s personnel during normal facility days of operation and facility operating hours, so long as all of the Town’s personnel visiting the facility comply with the Company’s operating and safety procedures;
  - (9) Provide at the time of or before the execution of this Agreement a performance bond, in a form satisfactory to the Town, in the amount of \$100,000.00;
  - (10) Implement, administer and coordinate a facility operator safety program in compliance with all applicable laws, rules and regulations;

- (11) Provide recommendations to the Town, from time to time, regarding the need, if any, to rehabilitate, expand or modify the facility to comply with governmental safety regulations applicable to the Company’s operations hereunder;
- (12) Provide all reasonable and necessary technical information and management assistance for the operation and maintenance of the facility;
- (13) Collect and pay all appropriate sales and use taxes, and remit to the appropriate agency as required by law;
- (14) Employ its own forces to perform its obligations, provided, however, that if necessary, the Company may enter into subcontracts to assist in the performance of its obligations under this Section 2 with a subcontractor approved by the Town, whose approval shall not be unreasonably withheld, and that the Company shall remain responsible to the Town for compliance with all of the obligations of Section 2 A and B;
- (15) Make good faith efforts to work with the Town with respect to Town services defined in Section 3A (10) below;
- (16) Do all things reasonably necessary and proper to comply with the terms of this Agreement.

C. Compost Facility Support Services

- (1) Pursuant to the terms of this Agreement, the Company shall, at no cost to the Town, (i) provide and load into the Town’s mixing vehicles all required amendment to meet the entire needs of the compost facility, (ii) market all the resulting end product itself or by contract with a third party marketer, and (iii) dispose any and all tailings that are a by-product of the end product.
- (2) The Company shall provide advice to the Town when requested about the biosolids compost process, including but not limited to, various types, size and preparation of amendments, screening of end product, and processing of tailings. The Company shall be responsible for the end use of, or disposal of, any and all screenings and tailings from the biosolids compost process.

D. Yard Waste Facility – the Company shall:

- (1) Receive and accept all yard waste, provide suitable areas for unloading materials, and provide for the storing and transporting of the yard waste to a remote, permitted processing or disposal site;
- (2) Provide a suitable scale to (i) weigh-in all materials delivered to the facility by commercial vehicles and permitted non-commercial vehicles with loads in excess of 500 pounds and Town vehicles; and (ii) weigh-out materials transported from the facility. Said scale shall be owned by the Company, which shall be responsible for all repairs and maintenance required therefor, provided that, upon expiration of this Agreement, if requested by the Town, the Company shall sell the scale to the Town, at its then-depreciated cost, based on a 10-year straight-line depreciation schedule;
- (3) Operate the scale referenced in paragraph (2) first above; insure same is calibrated to the accuracy required by the State for public weighing facilities; and generate and maintain appropriate records, including computer-generated files in a format (e.g. ASCII) acceptable to the Town, of all loads weighted on said scales, noting the date weighed, the loaded tare, the empty tare, the load weight, a description of the load, and the identity of the licensed scale operator causing the load to be weighed;
- (4) Operate a bulk sales program for horticultural products;
- (5) Own, maintain and repair all capital equipment used at the facility, including scales, the equipment listed in Appendix B, annexed hereto, and any other equipment acquired by the Company to comply with the terms of this Agreement (also to be noted on Appendix B as amended);
- (6) Accept a mutually agreed-upon amount of yard waste from other than Town residents;
- (7) Operate the facility in accordance with applicable state, federal or local licenses and permits;
- (8) Operate the facility in such a manner that there is no storage of leaves and grass for more than seven (7) days. The Town may limit storage of leaves and grass to less than seven (7) days when reasonably required for odor control;
- (9) Provide and pay ongoing costs of all utilities required to operate the facility;
- (10) Provide sufficient trained and licensed staff to properly operate the facility, which staff will be identifiable as Company employees;
- (11) Maintain the following days and hours of operation (“Facility Operating Hours”):

<b>Date Range</b>	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>
November 1 - December 15	7:00 am to 4:00 pm	7:00 am to 4:00 pm	9:00 am to 3:00 pm
December 16 - February 28	8:00 am to 3:00 pm	Closed	Closed
January - 1st, 2nd, & 3rd Saturdays of the month	NA	8:00 am to Noon (Christmas tree disposal)	NA
March 1 - October 31	7:00 am to 4:00 pm	7:00 am to 12:00 pm	Closed

During a Town declared emergency event or significant storm, the Contractor shall keep the facility operational for extended hours. There will be no additional compensation for these hours

The facility will be closed on state and federal holidays.

- (12) Maintain and replace, if necessary, any equipment located at the facility presently owned or leased by the Town and made available to the Company hereunder, provided that, upon expiration of this contract, if requested by the Town, the Company shall sell the replace equipment to the Town at its then-depreciated cost, using 10-year straight-line depreciation;
  - (13) Accept at no tip fee all yard waste generated within the Town and delivered by the Town in Town vehicles, or delivered by Town residents in non-commercial vehicles, provided the load is less than 500 pounds;
  - (14) Provide the Town up to five thousand (5,000) cubic yards of organic materials that are produced at the facility at no cost and as needed during the five year term of the contract, with transportation of the materials from the facility at the cost of the Town;
  - (15) Provide the Town on a one-time basis up to five thousand (5,000) cubic yards of wood chips and/or wood mulch to rebuild the existing biofilter at the compost facility, if needed, by the Town during the term;
  - (16) Permit non-commercial vehicles to self-load up to three cubic feet (e.g. one standard trash can) of wood mulch and other materials at the discretion of the Company, at no charge; and each non-commercial vehicle will be restricted to one bag or three cubic foot container per visit;
  - (17) Maintain the facility site and all capital improvements thereon, including the drainage system and oil separator, paving and fencing, so as to prevent increased runoff on the adjacent properties;
  - (18) Provide for Town approval a contract with a licensed vendor to pump and otherwise maintain the underground system of holding tanks, oil separators, and a storm and sanitary sewer system; provide a waste oil containment plan approved by the Connecticut Department of Energy and Environmental Protection (“CT DEEP”), and
  - (19) Operate the yard waste facility in such a manner as to minimize the transportation of materials off-site.
- E. Weather Emergency: In the event of a Town weather emergency, officially declared by the First Selectman, the Contractor shall extend the facility operating hours at no additional charge to the Town.

### **SECTION 3 – Obligations of the Town**

- A. General: Pursuant to the terms of this Agreement, the Town shall provide and make available the facility to the Company. Specifically, the Town shall:
- (1) Obtain, maintain and keep in effect all permits and licenses required by the state, federal and local government for the operation of the facility; except that the Town shall have no obligation to obtain permits required for the operation of the Company’s business pursuant to the terms hereof;
  - (2) Prepare any and all documents necessary to comply with all applicable state and federal permits for the facility, with a copy to the Company, and transmit same to the appropriate agencies;
  - (3) Perform all laboratory sampling, testing and analyses required by the existing Connecticut DEEP general permit, a copy of which is attached as Appendix \_\_, and any other permits required to enable the Town to fulfill its obligations under this Agreement;
  - (4) Provide to the Company a plan of the facility site, showing the locations where certain materials are required by permit to be sorted and/or processed;
  - (5) Provide representatives to meet at least once a month with the designated representative of the Company to review and discuss facility operations and maintenance activities, and mutual plans and priorities;
  - (6) Ensure the Company has the use and possession of the facility to the extent necessary to comply with this Agreement;
  - (7) Obtain and provide to the Company all warranties required for the proper operation of the facility;
  - (8) If the Company and the Town agree: Provide certain Town services, namely to perform maintenance services normally and regularly performed at present by the Town as requested by the Company for a mutually agreed upon hourly rate in the first contract year, said rate is subject to renegotiation between the parties on an annual basis;
  - (9) Do all things reasonably necessary and proper to comply with the terms of this Agreement.
- B. Compost Facility and Belt Filter Press – The Town shall:
- (1) Continue operations of the compost facility and belt filter press, and deliver all finished compost product to the facility;
  - (2) Bear the responsibility for the environmental quality of the biosolids produced at the WPCF such that compost supplied by the Town to the Company hereunder has the characteristics set forth in Appendices \_\_ & \_\_ attached hereto; provide to

the Company copies of all tests required under Appendices \_\_\_ & \_\_\_ annexed hereto, or as reasonably requested by the Company and otherwise use its best efforts to comply with the provisions of Appendices \_\_\_ & \_\_\_; and

- (3) Operate the compost facility consistent with industry best management practices.

C. Yard Waste Facility – the Town shall:

- (1) On the first day of the term, provide to the Company the facility site in a clean and orderly condition, or if the Town is unable to deliver the facility site in such condition because there is material not removed by the present operator of the facility, the Town will enter into an Agreement with the Company wherein the Company will process and dispose of all usable material, and remove all unusable material on a basis economical to the Company;
- (2) Grade and prepare the facility site in accordance with all permit requirements
- (3) Repair the asphalt pad;
- (4) Clean out storm water sediment areas once at the beginning of the term, and
- (5) Transport the compost from the compost facility to the facility.

### **SECTION 4 – Payment Provisions**

A. Payment by the Town to the Company shall be as follows:

- (1) The annual fee of \$\_\_\_\_\_ to be paid in twelve equal monthly payments of \$\_\_\_\_\_ each on the 1st day of each month;
- (2) The fee will be adjusted annually beginning 1 January 2019 in accordance with an agreed upon cost of living allowance (COLA) based on CPI-U (Consumer Price Index - Urban) as published on the, Connecticut Department of Labor (CTDOL) website year

- B. The Company is entitled to retain all revenue received from all commercial deliveries to the facility and to all proceeds sales from the yard waste facility.

### **SECTION 5 – Default and Expiration**

A. Default and Expiration:

- (1) Either party hereto may terminate this Agreement for a material breach of the terms hereof by the other party, by a written notice, if the breach has not been remedied within thirty (30) days after receipt of written notice specifying the nature and details of the breach. If the breach is continuing but is curable within a reasonable time (“cure period”) and the breaching party is diligently seeking to cure the breach and is keeping the non-breaching party apprised of its efforts, the breach shall be deemed tolled and the cure period shall extend for up to ninety (90) days after any such breach.
- (2) Notwithstanding paragraph (1) first above, if the breach is a payment default, it must be cured within fifteen (15) calendar days, and if not so cured, the payee-party may terminate the Agreement on thirty (30) days’ written notice.
- (3) Upon expiration of the Agreement, the Company shall assist and cooperate with the Town in transferring the operation of the facility to the Town or to a new contractor.
- (4) Sixty (60) days prior to the expiration of the Agreement, the Town shall inform the Company of its intent to purchase any Company-provided improvements, equipment or materials for sale at such expiration. The Town and the Company shall each use its best efforts to reach an agreement on fair market value prior to the expiration date. If such a determination is not reached by thirty (30) days prior to expiration, the dispute resolution procedures in paragraph C of this Section 5 shall apply.
- (5) Upon expiration of the Agreement, the Company shall remove or cause to be removed:
  - a. All Company-provided improvements, equipment or sales materials, not subject to paragraph (4) first above, no later than one day prior to the expiration date;
  - b. All biosolid compost and tailings from the screenings of the biosolids compost, no later than one day prior to the expiration date; and
  - c. All commercial and non-commercial yard waste delivered to the facility no later than one week prior to the expiration date.

B. Unforeseen Circumstances:

- (1) In the event of the occurrence of an unforeseen circumstance, the parties shall immediately seek to determine if their performances can be continued, and they shall discuss possible revisions for the Agreement, which may result in:

- a. An increase or decrease in the amount the Town pays the Company;
- b. An increase or decrease in the amount the Company pays the Town;
- c. A change in the services provided by the Company to the Town;
- d. A change in the services provided by the Town to the Company; or
- e. Any combination of (a) through (d).

If the parties are unable to come to an agreement within thirty (30) days after such occurrence, either party may terminate this Agreement upon ten (10) days' written notice to the other party.

C. Dispute Resolution;

- (1) In the event of any dispute under this Agreement, the Town and the Company shall seek to resolve their differences amicably, availing of their respective counsels only after they have met at least once without counsel in an effort to resolve their differences.
- (2) In the event that the parties have not resolved their differences within fifteen days after one of the parties first advised the other party ("first notice") that there is a dispute as to a matter under this Agreement, and offered dates to meet to seek to resolve their differences, either party may, within an additional fifteen (15) days, access the dispute resolution procedure set forth on Appendix \_\_, annexed hereto, and give the other party notice thereof (the "second notice"), whereupon the parties shall diligently and in good faith avail of those dispute resolution procedures.
- (3) In the event neither party above gives a second notice, the parties may seek any remedy available to them.

## SECTION 6 – Indemnification

- A. Subject to the terms and conditions of this Agreement, the Company agrees to indemnify and hold harmless the Town, its respective officers, board members, employees and agents, hereinafter referred to as the "Indemnified parties," from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and will defend the indemnified parties in any suit, including appeals, for (1) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the operation of the facility or the performance (or non-performance) of obligations hereunder, or (2) amounts claimed to be due and owing to subcontractors. The Company shall not, however, be required to reimburse or indemnify any indemnified party for loss or claim due to the negligence of any indemnified party, and the indemnified party whose negligence is adjudged to have caused such loss or claim will reimburse the Company for the costs of defending any suit as required above. An indemnified party shall promptly notify the Company of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Company the opportunity to defend such claim, and shall not settle such claim without the approval of the Company. These indemnification provisions are for the protection of the indemnified parties only and shall not be interpreted to establish any liability to third parties.
- B. Subject to the terms and conditions of this Agreement, To the extent permitted by Connecticut law ,the Town agrees to indemnify and hold harmless the Company, its respective officers, board members, employees and agents, hereinafter referred to as the "Indemnified Parties", from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and will defend the indemnified parties in any suit, including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the ownership of the facility or the performance (or non-performance) of it obligations hereunder, including but not limited to all of its environmental responsibility for the quality and characteristics of all compost delivered from the Town waste water processing center facility to the yard waste facility, under Section 3 hereof; or (b) amounts claimed to be due and owing to agents of the Town. The Town shall not, however, be required to reimburse or indemnify any Indemnified party for loss or claim due to the negligence of any indemnified party, and the indemnified party whose negligence is adjudged to have caused such loss for claim will reimburse the Company for the costs of defending any suit as required above. Any indemnified party shall promptly notify the Town of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Town the opportunity to defend such claim, and shall not settle such claim without the approval of the Town. These indemnifications provisions are for the protection of the indemnified parties only and shall not be interpreted to establish any liability to third parties.
- C. The Company shall:
  - (1) Reimburse the Town for any fines and civil penalties imposed by any regulatory agency on the Town during the term of this Agreement for violations of the Town's DEEP general permit, a copy of which is attached hereto as Appendix \_\_, as such permit may be subsequently amended or replaced, caused by the Company's operations or its willful misconduct;

and the Company shall be given full authority to contest such violations on the Town's behalf and the Town shall assist the Company in all such proceedings;

- (2) Be liable for the payment of fines and/or civil penalties levied against the Company and/or the Town by any regulatory agency having jurisdiction, as a result of the Company's failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute or ordinance for reasons resulting from the Company's operations during the period of the Agreement;
- (3) If requested by the Company, the Town will cooperate with and provide reasonable assistance to the Company with respect to contesting any such fines in administrative proceedings and/or court prior to any payment by the Company. Each party hereto shall pay its own costs in connection with contesting any such fines or assisting with the contesting of any such fines;

## **SECTION 7 – Insurance**

A. The Company agrees to provide for the Town:

- (1) Comprehensive General Commercial Liability insurance policies naming the Town as an additional insured for bodily injury and/or property damage in an amount not less than two million dollars (\$2,000,000). A certificate of such insurance shall be supplied to the Town upon execution of this Agreement.
- (2) Comprehensive automobile liability insurance covering all owned, non-owned and hired vehicles, including vehicles leased from the Town used in the performance of obligations under this Agreement, with minimum limits of liability of \$2,000,000 for each occurrence single limit bodily injury and property damage with a motor carrier's act endorsement, as is appropriate.
- (3) Worker's compensation insurance as required by applicable law, and employees' liability insurance with a minimum limit of \$100,000.
- (4) Pollution Liability Insurance: A policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.
- (5) Umbrella Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.
- (6) Waiver of Subrogation: Waiver of subrogation is required on all policies.
- (7) All insurance provided by the Company shall be maintained with insurers licensed to provide such insurance in the State of Connecticut and having an A.M. Best rating of at least "A" and an A.M. Best capital and surplus designation of at least "XIII."
- (8) Prior to commencing work, company shall provide the Town with copies of declaration pages of each insurance policy, providing verification that the Town is endorsed as an additional insured on said policies. All policies shall provide that they may not be cancelled or suspended without giving 30 days prior written notice to the Town.

In the event that the Company fails to pay an insurance premium when due, the Town may pay said premium cost and deduct said premium cost from any sums due the Company, or may bill the Company directly for said premium cost.

## **SECTION 8 – Representatives and Warranties of the Company**

The Company hereby represents and warrants to the Town as follows:

- A. The Company is a \_\_\_\_\_ duly organized and validly existing under the laws of the State of Connecticut. The Company has all requisite power and authority to own and operate its properties and to carry on its business as presently conducted.
- B. The execution, delivery and performance by the Company of this Agreement and consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Company. This Agreement has been duly executed and delivered by the Company (and assuming due authorization, execution and delivery by the Town) constitutes a valid and binding Agreement of the Company enforceable against the Company in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at law or in equity.

- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and compliance by the Company with any of the provisions hereof does not conflict with, constitute a default under, or violate: (1) any of the terms, conditions or provisions of the Articles of Organization or operating agreement of the Company; (2) any of the terms, conditions or provisions of any document, written Agreement or other instrument to which the Company is a party or by which it is bound; (3) to its knowledge of any Connecticut corporate or federal law or regulation; or (4) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Company.
- D. The Company currently has a contract with Agresource, Inc. to market the compost and will maintain such contract throughout the term of this Agreement.
- E. The Company is not aware of any unforeseen circumstance as of the effective date.

## **SECTION 9 – Representations and Warranties of the Town of Fairfield**

The Town hereby represents and warrants to the Company as follows:

- A. The Town is a municipal corporation duly organized under the laws of the State of Connecticut.
- B. The execution, delivery and performance by the Town of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Town. This Agreement has been duly and validly executed and delivered by the Town and (assuming due authorization, execution and delivery by the Company) does constitute a valid and binding agreement of the Town, enforceable against the Town in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at law or in equity.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance by the Town with any of the provisions hereof will not conflict with, constitute a default under, or violate (any of the terms, conditions or provisions of the charter of the Town, (2) any of the terms, conditions or provisions of any document, Agreement or other instrument to which the Town is a party or by which it is bound, (3) to its knowledge any Connecticut corporate or federal law or regulation, or (4) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Town.
- D. Except as expressly set forth herein, the Town represents that it will use its reasonable commercial efforts to cause its respective officers, agents and employees to perform all obligations and properly discharge all responsibilities to the Company, whether written or arising under any local, state or federal laws, Agreement or otherwise.
- E. The Town currently has the following policies in effect, which it does not expect to change during the term of this Agreement:
  - (1) Leaves collected in bags at the curbs of Town residents in the Fall are delivered to a location or locations other than the facility;
  - (2) There is no curbside yard waste pickup for Town residents at any time of year;
- F. The Town is not aware of any unforeseen circumstance as of the effective date.

## **SECTION 10 – General Provisions**

- A. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.
- B. If the parties hereto agree to additional services to be provided by one party to the other, the parties at the time of the procurement will reduce their agreement to a writing, which shall include, *inter alia*, the price and payment terms to be followed.
- C. The term of this Agreement, unless renewed or extended by the Town expires on 12/31/2022.
- D. All references herein to sections, articles, exhibits and appendices are to sections, articles, exhibits of and appendices of this Agreement. All appendices are hereby incorporated into and made a part of this Agreement. Section and article headings herein



have been inserted for convenience of reference only and shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

- E. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered, will together constitute one and the same instrument.
- F. If any provision of this Agreement shall for any reason be finally determined by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not affect any other provision hereof and this contract shall be construed as if such unenforceable provision had not been contained herein; provided that, if any provision of this Agreement shall be unenforceable by reason of a final judgment by court of competent jurisdiction, based upon such court's ruling that said provision is unenforceable because of the unenforceable degree or magnitude of the obligation imposed thereby, said unenforceable obligation shall be reduced in magnitude or degree by the minimum amount necessary in order to provide the maximum degree or magnitude of rights which are enforceable, and this contract shall be automatically and retroactively amended accordingly to contain such maximum degree or magnitude of such obligations which are enforceable, rather than the more burdensome but not enforceable original obligation. Nothing contained herein shall be construed so as to permit the enlargement of obligations in excess of those set forth herein.
- G. The Town, by execution of this Agreement, grants to the Company the exclusive right to process the Town's yard waste delivered to the facility.
- H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. Venue shall lie in the Superior Court, Judicial District of Fairfield at Bridgeport in the State of Connecticut.
- I. This Agreement shall be binding upon the successors and permitted assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party.
- J. All notices required hereunder shall be in writing and shall be effective only upon receipt by the addressee at the address specified below or such other address that shall be designated by the parties in writing. Telefax and electronically transmitted messages may be used by either party in lieu of mail or courier transmittals, but shall only be effective upon receipt by the addressee. Receipt by the addressee shall be conclusively presumed when a telefax or electronically transmitted acknowledgement of the message is sent by the addressee of the communication to the generator of the communication.

To the Town:  
First Selectman  
Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824  
Phone 203-256-3030  
Fax 203-256-3008

With a copy to the Town attorney at the same address.

To the Company:

.  
. .  
. .  
. .  
. .

- K. This Agreement represents the entire agreement between the parties hereto. Any prior agreements, not specifically referenced herein and incorporated herein by reference, are considered merged hereunto and shall have no independent legal force or effect. This Agreement may be modified only by written instrument, and said modification will become effective only after being signed by both parties hereto.
- L. The Town and the Company shall be considered as independent contractors for purposes of this contract and no liability, without a ruling from a court of competent jurisdiction so requiring, shall be imputed from either party to the other solely on the basis of the association described herein.
- M. All capital improvements installed or purchased by the Company and paid for or financed by the Company for its own benefit shall remain the property of the Company, provided that at the expiration of the Agreement, the Town may purchase the capital improvements at a price and on terms mutually agreeable to the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives.

Town of Fairfield

Company Name

\_\_\_\_\_  
 Michael C. Tetreau  
 First Selectman

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

\_\_\_\_\_  
 Gerald J. Foley  
 Director of Purchasing

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



Sept 17 1988

1  
STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



September 21, 1988

APPROVAL

Richard J. White, Jr., P.E.  
Chief Operating Engineer, WPCF  
One Rod Highway  
Fairfield, Connecticut 06430

Re: DEP/WPC 057-001  
Town of Fairfield  
Long Island Sound Watershed

Dear Mr. White:

This Department has reviewed the plans and specifications for the Fairfield Composting Facility, filed on August 5, 1988.

The plans and specifications are hereby APPROVED in accordance with Section 22a-416 of the Connecticut General Statutes.

This approval does not relieve the discharger of the obligation to obtain any other authorizations as may be required by Federal, State or Local laws or regulations.

Very truly yours,

Michael J. Harder ✓  
Assistant Director  
Water Compliance Unit

MJH/BJS

cc: Fuss & O'Neill, Consulting Engineers  
(Attn: Peter H. Grose, P.E.)

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

1

### FACILITY LOCATION

The in-vessel composting facility will be located on the South side of the wastewater treatment plant. Approximately four to five days supply of bulking agent and finished compost can also be stored in this area.

The brush and leaves will be processed into bulking agent on a paved 2½ acre site directly across the road from the treatment plant. Finished compost product will also be stored there. Preliminary site plans are contained in the Appendix. A locus plan and photographs follows.

2



**STATE OF CONNECTICUT**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**



**APPROVAL**

June 13, 2002

Mr. Richard White  
Director of Public Works  
Town Hall  
725 Old Post Road  
Fairfield, CT 06430

Dear Mr. White:

The Town of Fairfield Compost Management Plan dated April 2002 has been reviewed by the Department of Environmental Protection. This plan outlines the steps that will be taken to distribute, store, apply and use compost material generated from the Town of Fairfield Water Pollution Control Facility. This plan hereby approved.

This approval is the notification required by Section 22a-416 and 22a-424(h) of the Connecticut General Statutes as amended.

This approval does not relieve you of the obligation to obtain any other authorizations as may be required by Federal, State or Local laws or regulations.

If you have any questions regarding this matter, please contact Mr. Warren Herzig at (860) 424-3801.

Sincerely,

Thomas M. Morrissey  
Director  
Bureau of Water Management  
Planning and Standards Division

TMM:WRH:sn

Cc: Geoffrey Kuter, Agresource, Inc.

RECEIVED  
JUN 12 2002  
DIRECTOR OF PUBLIC WORKS

# **COMPOST MANAGEMENT PLAN**

## **THE TOWN OF FAIRFIELD COMPOST FACILITY**

**Revised July 2015**

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## **I PURPOSE**

The Compost Management Plan describes the methods and criteria under which compost product will be produced and distributed by the Fairfield Compost Facility.

## **II AUTHORITY**

1. The Town of Fairfield is permitted to market, distributed and land apply compost that is produced from the Fairfield Compost Facility in accordance with the Compost Management Plan approved by the Commissioner of Energy and Environmental Protection.
2. No later than January 31 each year the Town of Fairfield shall submit to the Commissioner of Energy and Environmental Protection for his review an annual report that summarizes the inspection, review, and oversight the Town of Fairfield has conducted on marketers, distributors and appliers of Fairfield compost and recommends any necessary modifications to the approved Compost Management Plan. This report shall provide locations and uses for all compost distributed in the State of Connecticut and summarize the inspection of all storage sites that store more than 500 cubic yards of material for a period greater than two weeks for compliance with the approved plan and shall recommend any modifications or addenda to the approved Management Plan.
3. The Town of Fairfield shall report to the Commissioner any observation the Town makes of any storage, use or application of compost that is not in accordance with the approved management plan. Notice shall be in writing within 5 days of observing such occurrence.

## **III CONTACTS**

William Norton, Superintendent  
Fairfield WPCF  
330 One Rod Highway

Fairfield, Ct 06824CKGROUND

The composting facility at the Fairfield Water Pollution Control Plant was designed by International Process System (IPS), BDP Industries, Greenwich, NY (formerly a division of Siemens). It is an in-vessel agitated bed system with forced aeration. The facility is enclosed in an insulated building. One part by volume wastewater solids is mixed with about three parts shredded wood and yard wastes. No construction wood or treated wood shall be allowed to be used as an amendment. The mixture is composted in the vessels for about 21 days where aerobic biological stabilization is accomplished to achieve both Pathogen Reduction and Vector Attraction Reduction . Compost temperatures are maintained above 55°C for a minimum of 3 consecutive days to destroy pathogens. The mixture is then cured for at least 30 days in outdoor windrow piles on a paved surface.



The Fairfield biosolids compost facility was built as a means to recycle municipal waste as a soil amendment. Research at the Connecticut Agricultural Experiment Station has shown biosolids compost can enhance the growth of growing containerized nursery crops, turf grass and golf greens with minimal risk of movement of heavy metals from biosolids compost to the environment.

**V CAPACITY**

The Fairfield Composting Facility is designed to process approximately 1,000 dry tons/year of wastewater biosolids. This will yield approximately 5,000 cubic yards of compost.

**VI CHARACTERISTICS OF THE COMPOST**

Compost generated at the Compost facility meets the following criteria:

- 1) Dry solids 50% - 65%
- 2) Weed seed and pathogen free
- 3) pH 5.0 - 8.0
- 4) Free of plastic, metal, glass or other undesirable materials
- 6) No offensive odors
- 7) Greater than 50 % organic matter (volatile solids)
- 8) Less than 3.0 mmhos soluble salts
- 9) C:N ratio of 15:1 to 25:1

**VII WASTEWATER SOLIDS ANALYSES**

The following analysis for dewatered wastewater solids will be submitted to CTDEEP as a requirement of the NPDES Permit, issued for the Fairfield WPCP.

<u>Parameter</u>	<u>Sampling Frequency</u>	<u>Sample Type</u>	<u>CTDEEP Limit (mg/kg)</u>
Total Solids	BiMonthly	Weekly Composite*	
Fixed Solids	Bi Monthly	Weekly Composite	
Volatile Solids	Bi Monthly	Weekly Composite	
pH	Bi Monthly	Weekly Composite	
Organic Nitrogen (N)	BiMonthly	Weekly Composite	
Ammonia Nitrogen (N)	BiMonthly	Weekly Composite	
Phosphorus	BiMonthly	Weekly Composite	
Zinc	BiMonthly	Weekly Composite	2800
Selenium	BiMonthly	Weekly Composite	36
Beryllium	BiMonthly	Weekly Composite	
Arsenic	BiMonthly	Weekly Composite	10
Copper	BiMonthly	Weekly Composite	1500

Molybdenum	BiMonthly	Weekly Composite	18
Nickel	BiMonthly	Weekly Composite	420
Lead	BiMonthly	Weekly Composite	300
Cadmium	BiMonthly	Weekly Composite	34
Chromium	BiMonthly	Weekly Composite	1200
Mercury	BiMonthly	Weekly Composite	17
PCB's	BiMonthly	Weekly Composite	
Total Hydrocarbons	BiMonthly	Weekly Composite	

\* a mixture of samples of equal volume taken each day during a five day period

### VIII COMPOST ANALYSIS

The following analysis of the compost will be submitted to CTDEEP.

<u>Parameter</u>	<u>Frequency of Sampling</u>	<u>Sample Type</u>	<u>CTDEP Limit (mg/kg)</u>
Ammonia (N)	BiMonthly	Composite Grab*	
Arsenic	BiMonthly	Composite Grab	10
Barium	BiMonthly	Composite Grab	4700
Beryllium	BiMonthly	Composite Grab	
Cadmium	BiMonthly	Composite Grab	34
Chromium, Total	BiMonthly	Composite Grab	1200
Copper	BiMonthly	Composite Grab	1500
Lead	BiMonthly	Composite Grab	300
Mercury	BiMonthly	Composite Grab	17
Molybdenum	BiMonthly	Composite Grab	18
Nickel	BiMonthly	Composite Grab	420
Nitrate (N)	BiMonthly	Composite Grab	
Selenium	BiMonthly	Composite Grab	36
Zinc	BiMonthly	Composite Grab	2800
pH	BiMonthly	Composite Grab	
Conductivity (Soluble Salts)	BiMonthly	Composite Grab	
Total Fecal Coliforms	BiMonthly	Composite Grab	1,000 cfu/gram(dry wt)

\* A mixture of compost taken from 12 randomly selected points in the discharge area of the compost facility.

Testing for fecal coliform bacteria should be performed on compost after compost has been cured for at least 30 days. Samples shall be a composite composed of no less than 7 grab samples taken from compost that has met curing requirement.

Curing piles must be arranged on site in such a manner so that age of piles is evident and that un-cured compost is kept separated from product designated for distribution. The Town may distribute any compost provided it has met the 30-day curing requirement and has obtained satisfactory test results.

### IX NON-COMPLIANCE WITH CTDEEP LIMITS

If biosolids or compost analyses exceed the CTDEEP limit, samples and analyses will be augmented to once per week during the period of non-compliance and immediate notification will be communicated to CTDEEP. Compost containing compounds exceeding CTDEEP limits will not be distributed instate.

**X RECORD KEEPING**

The following records shall be reported to CT DEEP quarterly and shall be maintained for a period of five (5) years at the Composting Facility.

**Operational Parameters** - Temperature, Mix Ratios, Detention Time

**Compost Product** - Quantity Sold, Vendor, Intended uses

**Wastewater Solids and Compost Analyses** - (Per Section VII and VIII)

**XI RELEASE OF NITROGEN FROM COMPOST**

To protect surface and ground water from contamination with nitrate N, compost shall not be applied in amounts that supply N in excess of what will be used by the crop during a 30 week growing season. N released from compost during a 30 week period was determined for Farmington CT compost using a *30 Week Aerobic Mineralization Test* (E & A Environmental Consultants, Canton, MA *Project #8790, 11/14/96*). The results shown below indicate that the compost is equivalent to fertilizer containing 0.6 percent N. These data shall be used to determine application rates until data for Fairfield compost is available.

**30 Week Aerobic Test for Mineralization of N**

Time (weeks)	Ammonium-N (mg/kg)	Nitrate-N + Nitrite-N (mg/kg)	Kjeldahl-N (mg/kg)	Total N* (mg/kg)
0	3142	14.1	3786	3800
2	277	0.1	493	493
4	55	0.1	276	276
6	33	0.6	124	125
8	33	0.1	143	143
10	40	0.3	70	70
12	102	0.1	111	111
14	113	0.1	148	148
16	101	0.5	59	60
18	100	0.3	76	76
20	96	1.0	157	158

22	98	0.1	211	211
24	96	0.0	52	52
26	98	0.1	145	145
28	30	0.1	37	37
30	98	0.1	84	84
Total	4512	18	5972	5990
<b>% N as Fertilizer</b>	<b>0.5</b>	<b>0.0</b>	<b>0.6</b>	<b>0.6</b>
<b>pounds N/acre inch**</b>	<b>118</b>	<b>0.5</b>	<b>156</b>	<b>156</b>

\* Nitrate N + Nitrite N + Kjeldahl N

\*\* 1 inch of compost per acre at 40 %/wt solids weighs 65250 pounds  
65250 pounds compost X 40% solids X 0.6% N = 156 pounds N

## **XII. COMPOST USES AND RATES**

Compost is intended to be used as a soil amendment. Uses for compost shall be subject to the current CTDEEP restrictions as indicated below. Rates of compost will be based on the annual agronomic needs of N for each crop. N in the compost is based on amount of Kjeldahl N + Nitrate/Nitrite n released during the “30 Week Aerobic Mineralization Test “Table 1). Application rates may not exceed those stated in the Compost Use Table (Table 2).

## **XIII. USE RESTRICTIONS**

The following use restrictions will apply until changed in accordance with CTDEEP.

- 1.) Compost shall not be used for food chain crops, tobacco, crops grown for animal feed, or on grazing land for animals whose products are consumed by humans.
- 2.) Compost is not to be applied on saturated, frozen, ice or snow-covered ground or in areas subject to seasonal flooding.
- 3.) The application rates in the Compost Use Table shall not be exceeded.
- 4.) Compost shall not be applied within 30 feet of any surface waters, within 100 feet of bathing or swimming areas, nor within 100 feet from water used as a drinking source.
- 5.) If Compost is applied within 100 feet of any surface water, precautions for slope stabilization must be taken as outlined in the CT handbook (1985 ed.) entitled “Guidelines for Soil Erosion and Sediment Control” and Compost cannot be applied on slopes exceeding 25%.

#### **XIV. STORAGE REQUIREMENTS**

- 1.) Compost that is not used or blended within 48 hours of delivery to a site is considered as storage. All compost storage areas shall meet the following criteria unless stored in a CTDEEP approved storage facility:
  - a. Compost shall not be stored on saturated ground or in areas subject to seasonal flooding.
  - b. Compost shall be mounded to extent possible to prevent run-off from the pile. Erosion controls such as silt fencing and hay bales shall be utilized, as necessary, to prevent soil erosion and runoff of sediment.
  - c. Storage piles shall be managed to preclude ponding of stormwater and so that all clear water is diverted away from storage piles.
  - d. Compost must be used or removed from the storage area within two years of delivery.
  - e. Compost shall not be stored with 30 feet of any surface water, 500 feet of a public water supply well, and within 100 feet of a private water supply well.
  
- 2.) If more than 500 cubic yards is stored at any one site and the compost is not utilized within two weeks of delivery to the site, the following additional criteria shall be met:
  - a. Compost shall not be stored within 50 feet of any property line.
  - b. Compost cannot be stored within 300 feet of surface water or water supply well.
  - c. Storage piles must be under cover or covered from ground to top of pile with an impervious tarp.
  - d. Storage sites must be approved by either Town personnel or the Compost Sales Agent representing the Town prior to delivery of more than 100 cubic yards.
  
- 3.) If more than 1,000 cubic yards are delivered to a suburban or urban site and stored in excess of two weeks prior to use or more than 10,000 cubic yards are delivered to a rural site and stored for more than two weeks then the storage areas must be in excess of 300 feet from surface water or a public water supply well nor within the recharge area of a water supply well.
  
- 4.) Blended products (root zone mixes, potting soils or compost/soil blends) that contain compost shall be subject to the storage conditions listed above under 1.a through 1.e. No other restrictions shall be placed on blended products providing they are not stored for more than two years.

## **XV. SALES – TERMS WITH USERS**

The sale of Compost shall be handled by an agreement with a Sales Agent who shall be responsible for the distribution of the compost on either a wholesale or retail basis. Product shall be distributed from the Fairfield Yard Waste Facility in accordance with the following procedures.

1. Town residents desiring to use compost shall be restricted to obtaining no more than 3 cf per pick up and no more than 5 cy per year. All residents shall be provided with Compost Use Rates and Compost Use Restrictions.
2. Individual commercial landscapers shall be allowed to obtain up to 50 cy per day for general landscape use. All loads must be accompanied by Compost Use Rates and Compost Use Restrictions. Records shall be maintained as to the name, and address of the landscaper obtaining compost, and the intended use.
3. All loads greater than 50 yards distributed within Connecticut from the Fairfield Compost Facility shall be accompanied by the following information:
  - a. Name, address of individual/company receiving compost.
  - b. Date shipped/ picked up
  - c. Quantity of compost delivered/ picked up
  - d. Compost Use Table
  - e. Compost Use Restrictions
  - f. Compost Storage Requirements
  - g. Name, address and phone number of Sales Agent
4. All parties within Connecticut receiving more than 500 yards shall be contacted prior to compost delivery and queried as to intended use, site conditions including distances to surface water and nearest water supply well to insure compliance with use restrictions and storage requirements. A copy of a questionnaire to be filled is included, as Appendix A.
5. No later than January 31<sup>st</sup> each year after this plan is approved by DEEP the Town shall supply the following information to the DEEP:
  - a. Total quantity of Compost distributed from the facility.
  - b. For Compost distributed in Connecticut, the name, delivery address, quantity received and compost use (i.e. turf establishment, top dressing, soil blending) for each compost customer.
  - c. Copies of completed questionnaires for compost distributed in Connecticut.
6. When Compost is distributed to parties intending to re-sell or redistribute Compost (e.g. garden centers), those parties will be provided with an information sheet containing the Compost Use Table and Compost Use Restrictions. The party reselling Compost will be instructed to provide these information sheets to Compost customers.

## **XVI CONTINGENCY PLANNING**

Subject to CT DEEP Approval:

- 1) Compost Facility Failure
  - a. store liquid sludge in sludge storage tanks (5 day storage) and/or store dewatered sludge in compost building bays/mixing area for no more than two weeks
  - b. truck liquid or dewatered sludge to incineration facility
- 2) Unacceptable Compost Product
  - a. dilution and recycle through the composting facility
  - b. incineration
  - c. landfilling
  - d. other alternatives approved by CTDEEP
- 3) Compost not meeting CT standards may be distributed to other states (current agreement with Agresource allowing distribution in New York).
- 4) Designated storage
  - a. temporary on site storage for up to 6 months

Table 2. Compost Use Table

## COMPOST USE TABLE

General recommendations for one-time use

Town of Fairfield Compost Facility

Use	Tons/acre	Application Rates	
		lbs/1000 sq. ft.	Inches
<b>1. Turf Establishment</b>	33	1500	1.0-1.5 in. blend into top 4-6 in.

When preparing root zone mixes compost may be used up to 25 % by volume

<b>2. Topdressing Established Turf</b>	4-18	200-800	1/8-1/2 in.
--	------	---------	-------------

Total application shall not exceed 1.5 inches

<b>3. General Landscape</b>	33	1500	1.0-1.5 in. blend into top 4-6 in.
-----------------------------	----	------	------------------------------------

When preparing soil blends for backfill may use up to 25 % by volume

### 4. Nurseries/Greenhouses

Potting Media                      Compost can be used at 10-25 % by volume

Field Soil                      33                      1500                      1.0-1.5 Blend into top 4-6 in.

### 4. Topsoil Manufacture

Compost can be used up to 25% by volume in soil blends

### 5. Golf Courses

Application rates as above for turf establishment and topdressing.

Application rates are maximum rates based on nitrogen availability. Compost user should seek professional advice regarding appropriate rates for specific uses. Rates assume 1500 lbs. of compost covers 1,000 square feet one inch deep and provide up to 3.6 lbs. available N and one cubic yard compost weighs 540 lbs. and contains 1.3 lbs. available N. Nitrogen availability is based on 30-week mineralization test results.



Appendix A.

## Questionnaire for Compost Users in Connecticut

Customer Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Delivery Address (if different) \_\_\_\_\_  
\_\_\_\_\_  
Intended Use \_\_\_\_\_  
Use Rate \_\_\_\_\_  
Quantity to be delivered \_\_\_\_\_  
Expected Delivery Date \_\_\_\_\_

Is site where compost will be used:

Greater than 30 feet from surface water? \_\_\_\_\_  
Greater than 100 feet from a beach or swimming area? \_\_\_\_\_  
Greater than 100 feet from water used for drinking supply? \_\_\_\_\_  
Within 100 ft of surface water? \_\_\_\_\_ (If Yes slope must be less than 25% and  
precautions taken for slope stabilization and erosion control)

Will compost be used within 48 hours of delivery? Y N

If NO and more than 500 yards is kept on site is the area provided for storage:

Greater than 30 ft from surface water? \_\_\_\_\_  
Greater than 500 ft from public water supply? \_\_\_\_\_  
Greater than 100 ft from private water supply? \_\_\_\_\_

Will compost be used within 2 weeks of delivery? Y N

If NO, and more than 100 yards are kept in storage is:

Distance of storage site to nearest surface water greater than 300 ft? \_\_\_\_\_  
Distance to public water supply greater than 500 ft? \_\_\_\_\_  
Distance to private well greater than 300 ft? \_\_\_\_\_  
Distance to property line greater than 50 ft? \_\_\_\_\_  
Are provisions made to cover storage piles? \_\_\_\_\_

Is Compost going to be blended with soil or made into soil mix? Y N

IF Yes, will blended product be stored? Y N

IF Yes, is storage site greater than 30 ft from surface water? \_\_\_\_\_  
Greater than 500 ft from public drinking water supply? \_\_\_\_\_  
Greater than 100 ft from a private water supply well? \_\_\_\_\_



**MUNICIPAL NPDES PERMIT**

**issued to**

**Permittee:**

Town of Fairfield  
 DPW Admin,  
 725 Old Post Road  
 Fairfield, Connecticut 06824

**Location Address:**

Town of Fairfield  
 Water Pollution Control Facility  
 One Rod Highway  
 Fairfield, Connecticut 06824

**Facility ID:** 051-001

**Permit ID:** CT0101044

**Permit Expires:** November 1, 2020

**Receiving Stream:** Long Island Sound

**Design Flow Rate:** 9.0 MGD

**SECTION 1: GENERAL PROVISIONS**

- (A) This permit is reissued in accordance with Section 22a-430 of Chapter 446k, Connecticut General Statutes ("CGS"), and Regulations of Connecticut State Agencies ("RCSA") adopted thereunder, as amended, and Section 402(b) of the Clean Water Act, as amended, 33 USC 1251, et seq., and pursuant to an approval dated September 26, 1973, by the Administrator of the United States Environmental Protection Agency for the State of Connecticut to administer a N.P.D.E.S. permit program.
- (B) The Town of Fairfield, ("Permittee"), shall comply with all conditions of this permit including the following sections of the RCSA which have been adopted pursuant to Section 22a-430 of the CGS and are hereby incorporated into this permit. **Your attention is especially drawn to the notification requirements of subsection (i)(2), (i)(3), (j)(1), (j)(6), (j)(8), (j)(9)(C), (j)(10)(C), (j)(11)(C), (D), (E), and (F), (k)(3) and (4) and (l)(2) of Section 22a-430-3.** To the extent this permit imposes conditions more stringent than those found in the regulations, this permit shall apply.

**Section 22a-430-3 General Conditions**

- (a) Definitions
- (b) General
- (c) Inspection and Entry
- (d) Effect of a Permit
- (e) Duty to Comply
- (f) Proper Operation and Maintenance
- (g) Sludge Disposal
- (h) Duty to Mitigate
- (i) Facility Modifications; Notification
- (j) Monitoring, Records and Reporting Requirements
- (k) Bypass
- (l) Conditions Applicable to POTWs
- (m) Effluent Limitation Violations
- (n) Enforcement
- (o) Resource Conservation
- (p) Spill Prevention and Control
- (q) Instrumentation, Alarms, Flow Recorders
- (r) Equalization

**Section 22a-430-4 Procedures and Criteria**

- (a) Duty to Apply
- (b) Duty to Reapply

- (c) Application Requirements
- (d) Preliminary Review
- (e) Tentative Determination
- (f) Draft Permits, Fact Sheets
- (g) Public Notice, Notice of Hearing
- (h) Public Comments
- (i) Final Determination
- (j) Public Hearings
- (k) Submission of Plans and Specifications. Approval.
- (l) Establishing Effluent Limitations and Conditions
- (m) Case-by-Case Determinations
- (n) Permit Issuance or Renewal
- (o) Permit or Application Transfer
- (p) Permit Revocation, Denial or Modification
- (q) Variances
- (r) Secondary Treatment Requirements
- (s) Treatment Requirements
- (t) Discharges to POTWs - Prohibitions

- (C) Violations of any of the terms, conditions, or limitations contained in this permit may subject the Permittee to enforcement action including, but not limited to, seeking penalties, injunctions and/or forfeitures pursuant to applicable sections of the CGS and RCSA.
- (D) Any false statement in any information submitted pursuant to this Section of the permit may be punishable as a criminal offense under Section 22a-438 or 22a-131a of the CGS or in accordance with Section 22a-6, under Section 53a-157b of the CGS.
- (E) The Permittee shall comply with Section 22a-416-1 through Section 22a-416-10 of the RCSA concerning operator certification.
- (F) No provision of this permit and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by the Permittee pursuant to this permit will result in compliance or prevent or abate pollution.
- (G) Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local law.
- (H) An annual fee shall be paid for each year this permit is in effect as set forth in Section 22a-430-7 of the RCSA. As of October 1, 2009 the annual fee is \$2,682.50
- (I) The Permittee shall discharge so as not to violate the Interstate Environmental Commission (IEC) Water Quality Regulations promulgated pursuant to the authority conferred upon the IEC by the Tri-State Compact (CGS 22a-294 et seq.) as defined in Attachment 1 Table A.
- (J) This permitted discharge is consistent with the applicable goals and policies of the Connecticut Coastal Management Act (Section 22a-92 of the CGS).

## SECTION 2: DEFINITIONS

- (A) The definitions of the terms used in this permit shall be the same as the definitions contained in Section 22a-423 of the CGS and Section 22a-430-3(a) and 22a-430-6 of the RCSA, except for "Composite" and "No Observable Acute Effect Level (NOAEL)" which are redefined below.
- (B) In addition to the above, the following definitions shall apply to this permit:
  - "-----" in the limits column on the monitoring tables in Attachment 1 means a limit is not specified but a value must be reported on the DMR, MOR, and/or the ATMR.
  - "Annual" in the context of any sampling frequency, shall mean the sample must be collected in the month of June.
  - "Average Monthly Limit" means the maximum allowable "Average Monthly Concentration" as defined in Section 22a-430-3(a) of the RCSA when expressed as a concentration (e.g. mg/l); otherwise, it means "Average Monthly Discharge Limitation" as defined in Section 22a-430-3(a) of the RCSA.
  - "Bi-Monthly" in the context of any sampling frequency, shall mean once every two months including the months of January, March, May,

July, September, and November

**"Bi-Weekly"** in the context of any sampling frequency, shall mean once every two weeks.

**"Composite"** or **"(C)"** means a sample consisting of a minimum of eight aliquot samples collected at equal intervals of no less than 30 minutes and no more than 60 minutes and combined proportionally to flow over the sampling period provided that during the sampling period the peak hourly flow is experienced.

**"Critical Test Concentration"** or **"(CTC)"** means the specified effluent dilution at which the Permittee is to conduct a single-concentration Aquatic Toxicity Test.

**"Daily Composite"** or **"(DC)"** means a composite sample taken over a full operating day consisting of grab samples collected at equal intervals of no more than sixty (60) minutes and combined proportionally to flow; or, a composite sample continuously collected over a full operating day proportionally to flow.

**"Daily Concentration"** means the concentration of a substance as measured in a daily composite sample, or, arithmetic average of all grab sample results defining a grab sample average.

**"Daily Quantity"** means the quantity of waste discharged during an operating day.

**"Geometric Mean"** is the "n"th root of the product of "n" observations.

**"Infiltration"** means water other than wastewater that enters a sewer system (including sewer system and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

**"Inflow"** means water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

**"Instantaneous Limit"** means the highest allowable concentration of a substance as measured by a grab sample, or the highest allowable measurement of a parameter as obtained through instantaneous monitoring.

**"In-stream Waste Concentration"** or **"(IWC)"** means the concentration of a discharge in the receiving water after mixing has occurred in the allocated zone of influence.

**"MGD"** means million gallons per day.

**"Maximum Daily Limit"** means the maximum allowable "Daily Concentration" (defined above) when expressed as a concentration (e.g. mg/l), otherwise, it means the maximum allowable "Daily Quantity" as defined above, unless it is expressed as a flow quantity. If expressed as a flow quantity it means "Maximum Daily Flow" as defined in Section 22a-430-3(a) of the RCSA.

**"Monthly Minimum Removal Efficiency"** means the minimum reduction in the pollutant parameter specified when the effluent average monthly concentration for that parameter is compared to the influent average monthly concentration.

**"NA"** as a Monitoring Table abbreviation means "not applicable".

**"NR"** as a Monitoring Table abbreviation means "not required".

**"No Observable Acute Effect Level"** or **"(NOAEL)"** means any concentration equal to or less than the critical test concentration in a single concentration (pass/fail) toxicity test, conducted pursuant to Section 22a-430-3(j)(7)(A)(i) of the RCSA, demonstrating 90% or greater survival of test organisms at the CTC.

**"Quarterly"** in the context of any sampling frequency, shall mean sampling is required in the months of March, June, September and December.

**"Range During Sampling"** or **"(RDS)"** as a sample type means the maximum and minimum of all values recorded as a result of analyzing each grab sample of; 1) a Composite Sample, or, 2) a Grab Sample Average. For those Permittee with pH meters that provide continuous monitoring and recording, Range During Sampling means the maximum and minimum readings recorded with the continuous monitoring

device during the Composite or Grab Sample Average sample collection.

"Range During Month" or "(RDM)" as a sample type means the lowest and the highest values of all of the monitoring data for the reporting month.

"Sanitary Sewage" means wastewaters from residential, commercial and industrial sources introduced by direct connection to the sewerage collection system tributary to the treatment works including non-excessive inflow/infiltration sources.

"Twice per Month" in the context of any sampling frequency, mean two samples per calendar month collected no less than 12 days apart.

"ug/l" means micrograms per liter

"Work Day" in the context of a sampling frequency means, Monday through Friday excluding holidays.

### SECTION 3: COMMISSIONER'S DECISION

- (A) The Commissioner of Energy and Environmental Protection ("Commissioner") has issued a final decision and found continuance of the existing system to treat the discharge will protect the waters of the state from pollution. The Commissioner's decision is based on application #201004890 for permit reissuance received on July 16, 2010 and the administrative record established in the processing of that application.
- (B) The Commissioner hereby authorizes the Permittee to discharge in accordance with the provisions of this permit, the above referenced application, and all approvals issued by the Commissioner or his authorized agent for the discharges and/or activities authorized by, or associated with, this permit.
- (C) The Commissioner reserves the right to make appropriate revisions to the permit, if required after Public Notice, in order to establish any appropriate effluent limitations, schedules of compliance, or other provisions which may be authorized under the Federal Clean Water Act or the CGS or regulations adopted thereunder, as amended. The permit as modified or renewed under this paragraph may also contain any other requirements of the Federal Clean Water Act or CGS or regulations adopted thereunder which are then applicable.

### SECTION 4: GENERAL LIMITATIONS AND OTHER CONDITIONS

- (A) The Permittee shall not accept any new sources of non-domestic wastewater conveyed to its POTW through its sanitary sewerage system or by any means other than its sanitary sewage system unless the generator of such wastewater; (a) is authorized by a permit issued by the Commissioner under Section 22a-430 CGS (individual permit), or, (b) is authorized under Section 22a-430b (general permit), or, (c) has been issued an emergency or temporary authorization by the Commissioner under Section 22a-6k. All such non-domestic wastewaters shall be processed by the POTW via receiving facilities at a location and in a manner prescribed by the Permittee which are designed to contain and control any unplanned releases.
- (B) No new discharge of domestic sewage from a single source to the POTW in excess of 50,000 gallons per day shall be allowed by the Permittee until the Permittee has notified in writing the Municipal Facilities Section of said new discharge.
- (C) The Permittee shall maintain a system of user charges based on actual use sufficient to operate and maintain the POTW (including the collection system) and replace critical components.
- (D) The Permittee shall maintain a sewer use ordinance that is consistent with the Model Sewer Ordinance for Connecticut Municipalities prepared by the Department of Energy and Environmental Protection. The Commissioner of Energy and Environmental Protection alone may authorize certain discharges which may not conform to the Model Sewer Ordinance.
- (E) No discharge from the permitted facility beyond any zone of influence shall contain or cause in the receiving stream a visible oil sheen, floating solids, visible discoloration, or foaming.
- (F) No discharge from the permitted facility shall cause acute or chronic toxicity in the receiving water body beyond any Zone Of Influence (ZOI) specifically allocated to that discharge in this permit.
- (G) The Permittee shall maintain an alternate power source adequate to provide full operation of all pump stations in the sewerage collection system and to provide a minimum of primary treatment and disinfection at the water pollution control facility to insure that no discharge of untreated wastewater will occur during a failure of a primary power source.
- (H) The average monthly effluent concentration shall not exceed 15% of the average monthly influent concentration for BOD<sub>5</sub> and Total

Suspended Solids for all daily composite samples taken in any calendar month.

- (I) Any new or increased amount of sanitary sewage discharge to the sewer system is prohibited where it will cause a dry weather overflow or exacerbate an existing dry weather overflow.
- (J) Sludge Conditions
  - (1) The Permittee shall comply with all existing federal and state laws and regulations that apply to sewage sludge use and disposal practices, including but not limited to 40 CFR Part 503.
  - (2) If an applicable management practice or numerical limitation for pollutants in sewage sludge more stringent than existing federal and state regulations is promulgated under Section 405(d) of the Clean Water Act (CWA), this permit shall be modified or revoked and reissued to conform to the promulgated regulations.
  - (3) The Permittee shall give prior notice to the Commissioner of any change(s) planned in the Permittee's sludge use or disposal practice. A change in the Permittee's sludge use or disposal practice may be a cause for modification of the permit.
  - (4) Testing for inorganic pollutants shall follow "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846 as updated and/or revised.
- (K) This permit becomes effective on the 1<sup>st</sup> day of the month following the date of signature of the Commissioner or designee.
- (L) When the arithmetic mean of the average daily flow from the POTW for the previous 180 days exceeds 90% of the design flow rate, the Permittee shall develop and submit within one year, for the review and approval of the Commissioner, a plan to accommodate future increases in flow to the plant. This plan shall include a schedule for completing any recommended improvements and a plan for financing the improvements.
- (M) When the arithmetic mean of the average daily BOD<sub>5</sub> or TSS loading into the POTW for the previous 180 days exceeds 90% of the design load rate, the Permittee shall develop and submit for the review and approval of the Commissioner within one year, a plan to accommodate future increases in load to the plant. This plan shall include a schedule for completing any recommended improvements and a plan for financing the improvements.
- (N) On or before July 31<sup>st</sup> of each calendar year the main flow meter shall be calibrated by an independent contractor in accordance with the manufacturer's specifications. The actual record of the calibration shall be retained onsite and, upon request, the Permittee shall submit to the Commissioner a copy of that record.
- (O) The Permittee shall operate and maintain all processes as installed in accordance with the approved plans and specifications and as outlined in the associated operation and maintenance manual. This includes but is not limited to all preliminary treatment processes, primary treatment processes, recycle pumping processes, anaerobic treatment processes, anoxic treatment processes, aerobic treatment processes, flocculation processes, effluent filtration processes or any other processes necessary for the optimal removal of pollutants. The Permittee shall not bypass or fail to operate any of the aforementioned processes without the written approval of the Commissioner.
- (P) On or before June 30, 2018 each anaerobic digester unit shall be sampled, in a manner approved in writing by the Commissioner, to determine the amount of grit and depth of scum blanket. The results of the sampling shall be maintained at the POTW and, upon request, the Permittee shall submit to the Commissioner a copy of the sampling data.
- (Q) The Permittee is hereby authorized to accept septage at the treatment facility; or other locations as approved by the Commissioner.
- (R) The temperature of any discharge shall not increase the temperature of the receiving stream above 83°F, or, in any case, raise the temperature of the receiving stream by more than 4°F beyond the permitted zone of influence. The incremental temperature increase in coastal and marine waters is limited to 1.5°F during the period including July, August and September.

#### SECTION 5: SPECIFIC EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

- (A) The discharge(s) shall not exceed and shall otherwise conform to the specific terms and conditions listed in this permit. The discharge is restricted by, and shall be monitored in accordance with Tables A through H incorporated in this permit as Attachment 1.
- (B) The Permittee shall monitor the performance of the treatment process in accordance with the Monthly Operating Report (MOR) incorporated in this permit as Attachment 2.

**SECTION 6: SAMPLE COLLECTION, HANDLING and ANALYTICAL TECHNIQUES**

**(A) Chemical Analysis**

- (1) Chemical analyses to determine compliance with effluent limits and conditions established in this permit shall be performed using the methods approved pursuant to the Code of Federal Regulations, Part 136 of Title 40 (40 CFR 136) unless an alternative method has been approved in writing pursuant to 40 CFR 136.4 or as provided in Section 22a-430-3-(j)(7) of the RCSA. Chemicals which do not have methods of analysis defined in 40 CFR 136 or the RCSA shall be analyzed in accordance with methods specified in this permit.
- (2) All metals analyses identified in this permit shall refer to analyses for Total Recoverable Metal, as defined in 40 CFR 136 unless otherwise specified.
- (3) Grab samples shall be taken during the period of the day when the peak hourly flow is normally experienced.
- (4) Samples collected for bacteriological examination shall be collected between the hours of 11 a.m. and 3 p.m. or at that time of day when the peak hourly flow is normally experienced.
- (5) The Minimum Levels specified below represent the concentrations at which quantification must be achieved and verified during the chemical analyses for the parameters identified in Attachment 1, Tables A and C. Analyses for these parameters must include check standards within ten percent of the specified Minimum Level or calibration points equal to or less than the specified Minimum Level.

<u>Parameter</u>	<u>Minimum Level</u>
Arsenic, Total	0.005 mg/l
Beryllium, Total	0.001 mg/l
Cyanide, Total	0.010 mg/l
Mercury, Total	0.0002 mg/l
Thallium, Total	0.005 mg/l

- (6) The value of each parameter for which monitoring is required under this permit shall be reported to the maximum level of accuracy and precision possible consistent with the requirements of this Section of the permit.
- (7) Effluent analyses for which quantification was verified during the analysis at or below the minimum levels specified in this Section and which indicate that a parameter was not detected shall be reported as "less than x" where 'x' is the numerical value equivalent to the analytical method detection limit for that analysis.
- (8) Results of effluent analyses which indicate that a parameter was not present at a concentration greater than or equal to the Minimum Level specified for that analysis shall be considered equivalent to zero (0.0) for purposes of determining compliance with effluent limitations or conditions specified in this permit.

**(B) Acute Aquatic Toxicity Test**

- (1) Samples for monitoring of Acute Aquatic Toxicity shall be collected and handled as prescribed in "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA-821-R-02-012).
  - (a) Composite samples shall be chilled as they are collected. Grab samples shall be chilled immediately following collection. Samples shall be held at 0 - 6°C until Acute Aquatic Toxicity testing is initiated.
  - (b) Effluent samples shall not be dechlorinated, filtered, or, modified in any way, prior to testing for Acute Aquatic Toxicity unless specifically approved in writing by the Commissioner for monitoring at this facility. Facilities with effluent dechlorination and/or filtration designed as part of the treatment process are not required to obtain approval from the Commissioner.
  - (c) Samples shall be taken at the final effluent for Acute Aquatic Toxicity unless otherwise approved in writing by the Commissioner for monitoring at this facility.
  - (d) Chemical analyses of the parameters identified in Attachment 1, Table C shall be conducted on an aliquot of the same sample tested for Acute Aquatic Toxicity.

- (i) At a minimum, pH, salinity, total alkalinity, total hardness, and total residual chlorine shall be measured in the effluent sample and, during Acute Aquatic Toxicity tests, in the highest concentration of the test and in the dilution (control) water at the beginning of the test and at test termination. If total residual chlorine is not detected at test initiation, it does not need to be measured at test termination. Dissolved oxygen, pH, and temperature shall be measured in the control and all test concentrations at the beginning of the test, daily thereafter, and at test termination. Salinity shall be measured in each test concentration at the beginning of the test and at test termination.
- (e) Tests for Acute Aquatic Toxicity shall be initiated within 36 hours of sample collection.
- (2) Monitoring for Acute Aquatic Toxicity to determine compliance with the permit condition on Acute Aquatic Toxicity (invertebrate) shall be conducted for 48 hours utilizing neonatal (less than 24 hours old) *Daphnia pulex*.
- (3) Monitoring for Acute Aquatic Toxicity to determine compliance with the permit condition on Acute Aquatic Toxicity (vertebrate) shall be conducted for 48 hours utilizing larval (1 to 14-day old with no more than 24 hours range in age) *Pimephales promelas*.
- (4) Tests for Acute Aquatic Toxicity shall be conducted as prescribed for static non-renewal acute tests in "Methods for measuring the Acute Aquatic Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA/821-R-02-012), except as specified below.
  - (a) For Acute Aquatic Toxicity limits, and for monitoring only conditions, expressed as a NOAEL value, Pass/Fail (single concentration) tests shall be conducted at a specified Critical Test Concentration (CTC) equal to the Aquatic Toxicity limit, (100% in the case of monitoring only conditions), as prescribed in Section 22a-430-3(j)(7)(A)(i) of the RCSA.
  - (b) Organisms shall not be fed during the tests.
  - (c) Synthetic freshwater prepared with deionized water adjusted to a hardness of 50±5 mg/L as CaCO<sub>3</sub> shall be used as dilution water in the tests.
  - (d) Copper nitrate shall be used as the reference toxicant.
- (5) For monitoring only conditions, toxicity shall be demonstrated when the results of a valid pass/fail Acute Aquatic Toxicity indicates less than 90% survival in the effluent at the CTC (100%).

**SECTION 7: RECORDING AND REPORTING REQUIREMENTS**

- (A) The results of chemical analyses and any aquatic toxicity test required above in Section 5 and the referenced Attachment 1 shall be entered on the Discharge Monitoring Report (DMR) and reported to the Bureau of Water Protection and Land Reuse. The report shall also include a detailed explanation of any violations of the limitations specified. The DMR must be received at the following address by the 15<sup>th</sup> day of the month following the month in which samples are collected.

ATTN: Municipal Wastewater Monitoring Coordinator  
 Connecticut Department of Energy and Environmental Protection  
 Bureau of Water Protection and Land Reuse, Planning and Standards Division  
 79 Elm Street  
 Hartford, Connecticut 06106-5127

- (1) For composite samples, from other than automatic samplers, the instantaneous flow and the time of each aliquot sample collection shall be recorded and maintained at the POTW.
- (B) Complete and accurate test data, including percent survival of test organisms in each replicate test chamber, LC<sub>50</sub> values and 95% confidence intervals for definitive test protocols, and all supporting chemical/physical measurements performed in association with any aquatic toxicity test, shall be entered on the Aquatic Toxicity Monitoring Report form (ATMR) and sent to the Bureau of Water Protection and Land Reuse at the address specified above in Section 7 (A) of this permit by the 15<sup>th</sup> day of the month following the month in which samples are collected.
- (C) The results of the process monitoring required above in Section 5 shall be entered on the Monthly Operating Report (MOR) form, included herein as Attachment 2, and reported to the Bureau of Water Protection and Land Reuse. The MOR report shall also be accompanied by a detailed explanation of any violations of the limitations specified. The MOR, must be received at the address specified above in Section 7 (A) of this permit by the 15<sup>th</sup> day of the month following the month in which the data and samples are collected.



(D) NetDMR Reporting Requirements

- (1) Unless otherwise approved in writing by the Commissioner, no later than one-hundred and twenty (120) days after the issuance of this permit, the Permittee shall begin reporting to the Department electronically using NetDMR, a web-based tool that allows Permittee to electronically submit discharge monitoring reports (DMRs) and other required reports through a secure internet connection. Specific requirements regarding subscription to NetDMR and submittal of data and reports in hard copy form and for submittal using NetDMR are described below:

(a) NetDMR Subscriber Agreement

On or before fifteen (15) days after the issuance of this permit, the Permittee and/or the person authorized to sign the Permittee discharge monitoring reports ("Signatory Authority") as described in RCSA Section 22a-430-3(b)(2) shall contact the Department and initiate the subscription process for electronic submission of Discharge Monitoring Report (DMR) information. On or before ninety (90) days after issuance of this permit the Permittee shall submit a signed and notarized copy of the *Connecticut DEP NetDMR Subscriber Agreement* to the Department.

(b) Submittal of Reports Using NetDMR

Unless otherwise approved by the Commissioner, on or before one-hundred and twenty (120) days after issuance of this permit, the Permittee and/or the Signatory Authority shall electronically submit DMRs and reports required under this permit to the Department using NetDMR in satisfaction of the DMR submission requirement of this permit. DMRs shall be submitted electronically to the Department no later than the 15th day of the month following the completed reporting period.

(c) Submittal of NetDMR Opt-Out Requests

If the Permittee is able to demonstrate a reasonable basis, such as technical or administrative infeasibility, that precludes the use of NetDMR for electronically submitting DMRs and reports, the Commissioner may approve the submission of DMRs and other required reports in hard copy form ("opt-out request"). Opt-out requests must be submitted in writing to the Department for written approval on or before fifteen (15) days prior to the date a Permittee would be required under this permit to begin filing DMRs and other reports using NetDMR. This demonstration shall be valid for twelve (12) months from the date of the Department's approval and shall thereupon expire. At such time, DMRs and reports shall be submitted electronically to the Department using NetDMR unless the Permittee submits a renewed opt-out request and such request is approved by the Department.

All opt-out requests and requests for the NetDMR subscriber form should be sent to the following address:

Attn: NetDMR Coordinator  
Connecticut Department of Energy and Environmental Protection  
Water Permitting and Enforcement Division – 2<sup>nd</sup> Floor  
79 Elm Street  
Hartford, CT 06106-5127

**SECTION 8: RECORDING AND REPORTING OF VIOLATIONS, ADDITIONAL TESTING REQUIREMENTS, BYPASSES, MECHANICAL FAILURES, AND MONITORING EQUIPMENT FAILURES**

- (A) If any Acute Aquatic Toxicity sample analysis indicates toxicity, or that the test was invalid, an additional sample of the effluent shall be collected and tested for Acute Aquatic Toxicity and associated chemical parameters, as described above in Section 5 and Section 6, and the results reported to the Bureau of Water Protection and Land Reuse (Attn: Aquatic Toxicity) via the ATMR form (see Section 7 (B)) within 30 days of the previous test. These test results shall also be reported on the next month's DMR report pursuant to Section 7 (A). The results of all toxicity tests and associated chemical parameters, valid and invalid, shall be reported.
- (B) If any two consecutive Acute Aquatic Toxicity test results or any three Acute Aquatic Toxicity test results in a twelve month period indicates toxicity, the Permittee shall immediately take all reasonable steps to eliminate toxicity wherever possible and shall submit a report, to the Bureau of Water Protection and Land Reuse (Attn: Aquatic Toxicity), for the review and written approval of the Commissioner in accordance with Section 22a-430-3(j)(10)(c) of the RCSA describing proposed steps to eliminate the toxic impact of the discharge on the receiving water body. Such a report shall include a proposed time schedule to accomplish toxicity reduction and the Permittee shall comply with any schedule approved by the Commissioner.
- (C) Section 22a-430-3(k) of the RCSA shall apply in all instances of bypass including a bypass of the treatment plant or a component of the sewage collection system planned during required maintenance. The Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section (860) 424-3704, the Department of Public Health,

Water Supply Section (860) 509-7333 and Recreation Section (860) 509-7297, and the local Director of Health shall be notified within 2 hours of the Permittee learning of the event by telephone during normal business hours. If the discharge or bypass occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday), notification shall be made within 2 hours of the Permittee learning of the event to the Emergency Response Unit at (860) 424-3338 and the Department of Public Health at (860) 509-8000. A written report shall be submitted to the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section within five days of the Permittee learning of each occurrence, or potential occurrence, of a discharge or bypass of untreated or partially treated sewage.

The written report shall contain:

- (i) The nature and cause of the bypass, permit violation, treatment component failure, and/or equipment failure,
- (ii) the time the incident occurred and the anticipated time which it is expected to continue or, if the condition has been corrected, the duration,
- (iii) the estimated volume of the bypass or discharge of partially treated or raw sewage,
- (iv) the steps being taken to reduce or minimize the effect on the receiving waters, and
- (v) the steps that will be taken to prevent reoccurrence of the condition in the future.


For treatment plants south of Interstate 95 and any other plants which may impact shellfishing areas the Department of Agriculture/Aquaculture Division must also be notified within 2 hours of the Permittee learning of the event by telephone at (203) 874-0696 and in writing within 72 hours of each occurrence of an emergency diversion or by-pass of untreated or partially treated sewage and a copy of the written report should be sent to:

State of Connecticut  
Department of Agriculture/Aquaculture Division  
P.O. Box 97  
Milford, Connecticut 06460

- (D) Section 22a-430-3(j) 11 (D) of the RCSA shall apply in the event of any noncompliance with a maximum daily limit and/or any noncompliance that is greater than two times any permit limit. The Permittee shall notify in the same manner as in paragraph C of this Section, the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse Planning and Standards Division, Municipal Facilities Section except, if the noncompliance occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday) the Permittee may wait to make the verbal report until 10:30 am of the next business day after learning of the noncompliance.
- (E) Section 22a-430-3(j) 8 of the RCSA shall apply in all instances of monitoring equipment failures that prevent meeting the requirements in this permit. In the event of any such failure of the monitoring equipment including, but not limited to, loss of refrigeration for an auto-sampler or lab refrigerator or loss of flow proportion sampling ability, the Permittee shall notify in the same manner as in paragraph C of this Section, the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section except, if the failure occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday) the Permittee may wait to make the verbal report until 10:30 am of the next business day after learning of the failure.
- (F) In addition to the reporting requirements contained in Section 22a-430-3(i), (j), and (k) of the Regulations of Connecticut State Agencies, the Permittee shall notify in the same manner as in paragraph C of this Section, the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section concerning the failure of any major component of the treatment facilities which the Permittee may have reason to believe would result in an effluent violation.

This permit is hereby issued on

11/2/15

  
Betsy Wingfield  
Bureau Chief  
Bureau of Water Protection and Land Reuse

I CERTIFY THAT THIS DOCUMENT  
IS A TRUE COPY OF THE ORIGINAL.

NAME Theresa Iacone

TITLE Processing Tech

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER MANAGEMENT



# ATTACHMENT 1

Tables A through H

**TABLE A**

Discharge Serial Number (DSN): 001-1					Monitoring Location: 1					
Wastewater Description: Sanitary Sewage										
Monitoring Location Description: Final Effluent										
Allocated Zone of Influence (ZOI): 1375cfs					In-stream Waste Concentration (IWC): 1% (allocated)					
PARAMETER	Units	FLOW/TIME BASED MONITORING				INSTANTANEOUS MONITORING			REPORT FORM	Minimum Level Analysis See Section 6
		Average Monthly Limit	Maximum Daily Limit	Sample Freq.	Sample type	Instantaneous Limit or Required Range <sup>3</sup>	Sample Freq.	Sample Type		
Alkalinity	mg/l	NA	NA	NR	NA	---	Monthly	Grab	MOR	
Biochemical Oxygen Demand (5 day) <sup>1</sup> See remark D	mg/l	30mg/l	50mg/l	3/week	Daily Composite	NA	NR	NA	DMR/MOR	
Fecal coliform	Colonies per 100 ml	NA	NA	NR	NA	see remark (B) below	3/week	Grab	DMR/MOR	
Fecal coliform	Percent of samples exceeding 260 colonies per 100 ml	NA	NA	NR	NA	≤10	3/week	Grab	DMR/MOR	
Enterococci see remark (C) below	Colonies per 100 ml	NA	NA	NR	NA	500	3/week	Grab	DMR/MOR	
Flow	MGD	---	---	Continuous <sup>2</sup>	Average Daily Flow	NA	NR	NA	DMR/MOR	
Nitrogen, Ammonia (total as N)	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Nitrate (total as N)	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Nitrite (total as N)	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Total Kjeldahl	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Total	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Total	lbs/day	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Oxygen, Dissolved	mg/l	NA	NA	NR	NA	---	Work Day	Grab	MOR	
pH	S.U.	NA	NA	NR	NA	6 - 9	Work Day	Grab	DMR/MOR	
Phosphate, Ortho	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Phosphorus, Total	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	DMR/MOR	

Solids, Settleable	m/l	NA	NA	NR	NA	---	Work Day	Grab	MOR	
Solids, Total Suspended <sup>1</sup> See remark D	mg/l	30mg/l	50mg/l	3/week	Daily Composite	NA	NA	NA	DMR/MOR	
Temperature	°F	NA	NA	NR	NA	---	Work Day	Grab	MOR	
Turbidity	NTU	NA	NA	NR	NA	---	Work Day	Grab	MOR	
UV Dose See remark A	mW,s/cm <sup>2</sup>	NA	NA	NR	NA	≥24.0	4/Work Day	Grab	DMR/MOR	
UV Intensity See remark A	mW/cm <sup>2</sup>	NA	NA	NR	NA	≥6.10	4/Work Day	Grab	DMR/MOR	

**TABLE A – CONDITIONS**

**Footnotes:**

<sup>1</sup> The discharge shall not exceed an average monthly 30 mg/l or a maximum daily 50 mg/l.

<sup>2</sup> The Permittee shall record and report on the monthly operating report the minimum, maximum and total flow for each day of discharge and the average daily flow for each sampling month. The Permittee shall report, on the discharge monitoring report, the average daily flow and maximum daily flow for each sampling month.

<sup>3</sup> The instantaneous limits in this column are maximum limits except for UV Dose and UV Intensity which are minimum limits.

**Remarks:**

(A) Ultraviolet disinfection shall be utilized year-round.

(B) The geometric mean of the Fecal coliform bacteria values for the effluent samples collected in a period of a calendar month shall not exceed 88 per 100 milliliters.

(C) The geometric mean of the Enterococci bacteria values for the effluent samples collected in a period of a calendar month shall not exceed 35 per 100 milliliters.

(D) The Average Weekly discharge Limitation for BOD<sub>5</sub> and Total Suspended Solids shall be 1.5 times the Average Monthly Limit listed above.

**TABLE B**

Discharge Serial Number (DSN): <b>001-1</b>			Monitoring Location: <b>K</b>		
Wastewater Description: <b>Sanitary Sewage</b>					
Monitoring Location Description: <b>Final Effluent</b>					
Allocated Zone of Influence (ZOI): <b>1375 cfs</b>			In-stream Waste Concentration (IWC): <b>1% (allocated)</b>		
PARAMETER	Units	FLOW/TIME BASED MONITORING			REPORT FORM
		Average Monthly Minimum	Sample Freq.	Sample type	
Biochemical Oxygen Demand (5 day) Percent Removal <sup>1</sup>	% of Influent	85	3/week	Calculated <sup>2</sup>	DMR/MOR
Solids, Total Suspended Percent Removal <sup>1</sup>	% of Influent	85	3/week	Calculated <sup>2</sup>	DMR/MOR
<b>TABLE B – CONDITIONS</b>					
<b>Footnotes:</b> <sup>1</sup> The discharge shall be less than or equal to 15% of the average monthly influent BOD <sub>5</sub> and total suspended solids (Table E, Monitoring Location G).  <sup>2</sup> Calculated based on the average monthly results described in Table A. Removal efficiency = $\frac{\text{Inf. BOD or TSS} - \text{Effluent BOD or TSS}}{\text{Inf. BOD or TSS}} \times 100$					

**TABLE C**

Discharge Serial Number (DSN): 001-1			Monitoring Location: T			
Wastewater Description: Sanitary Sewage						
Monitoring Location Description: Final Effluent						
Allocated Zone of Influence (ZOI): 1375 cfs			In-stream Waste Concentration (TWC): . 1% (allocated)			
PARAMETER	Units	Maximum Daily Limit	Sampling Frequency	Sample Type	Reporting form	Minimum Level Analysis See Section 6
Aluminum, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Antimony, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
NOAEL Static 48Hr Acute D. Pulex <sup>1</sup>	% survival	-----	Quarterly	Daily Composite	ATMR/DMR	
NOAEL Static 48Hr Acute Pimephales promelas <sup>1</sup>	% survival	-----	Quarterly	Daily Composite	ATMR/DMR	
Arsenic, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Beryllium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
BOD <sub>5</sub>	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Cadmium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Chromium, Hexavalent	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Chromium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Chlorine, Total Residual	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Copper, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Cyanide, Amenable	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Cyanide, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Iron, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Lead, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Mercury, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Nickel, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Nitrogen, Ammonia (total as N)	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Nitrogen, Nitrate, (total as N)	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Nitrogen, Nitrite, (total as N)	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Phosphorus, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Phenols, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Selenium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Silver, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Suspended Solids, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Thallium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Zinc, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
<b>TABLE C - CONDITIONS</b>						
Remarks: <sup>1</sup> The results of the Toxicity Tests are recorded in % survival. The Permittee shall report % survival on the DMR based on criteria in Section 6(B) of this permit						
ATMR – Aquatic Toxicity Monitoring Report						



**TABLE D**

Discharge Serial Number: 001-1		Monitoring Location: N		
Wastewater Description: Activated Sludge				
Monitoring Location Description: Each Aeration Unit				
PARAMETER	REPORTING FORMAT	INSTANTANEOUS MONITORING		REPORTING FORM
		Sample Frequency	Sample Type	
Oxygen, Dissolved	High & low for each WorkDay	4/WorkDay	Grab	MOR
Sludge Volume Index	WorkDay	WorkDay	Grab	MOR
Mixed Liquor Suspended Solids	WorkDay	WorkDay	Grab	MOR

**TABLE E**

Discharge Serial Number: 001-1			Monitoring Location: G				
Wastewater Description: Sanitary Sewage							
Monitoring Location Description: Influent							
PARAMETER	Units	DMR REPORTING FORMAT	FLOW/TIME BASED MONITORING		INSTANTANEOUS MONITORING		REPORTING FORM
			Sample Frequency	Sample Type	Sample Frequency	Sample Type	
Biochemical Oxygen Demand (5 day)	mg/l	Monthly-average	3/Week	Daily Composite	NA	NA	DMR/MOR
Nitrogen, Ammonia (total as N)	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Nitrate (total as N)	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Nitrite (total as N)	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Total Kjeldahl	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Total	mg/l		Monthly	Daily Composite	NA	NA	MOR
Phosphate, Ortho	mg/l		Monthly	Daily Composite	NA	NA	MOR
Phosphorus, Total	mg/l		Monthly	Daily Composite	NA	NA	MOR
pH	S.U.		NA	NA	Work Day	Grab	MOR
Solids, Total Suspended	mg/l	Monthly average	3/Week	Daily Composite	NA	NA	DMR/MOR
Temperature	°F		NA	NA	Work Day	Grab	MOR

**TABLE F**

Discharge Serial Number: 001-1				Monitoring Location: P			
Wastewater Description: Primary Effluent							
Monitoring Location Description: Primary Sedimentation Basin Effluent							
PARAMETER	Units	REPORTING FORMAT	TIME/FLOW BASED MONITORING		INSTANTANEOUS MONITORING		REPORTING FORM
			Sample Frequency	Sample Type	Sample Frequency	Sample type	
Alkalinity, Total	mg/l		NA	NA	Monthly	Grab	MOR
Biochemical Oxygen Demand (5 day)	mg/l	Monthly average	Weekly	Composite	NA	NA	MOR
Nitrogen, Ammonia (total as N)	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Nitrate (total as N)	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Nitrite (total as N)	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Total Kjeldahl	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Total	mg/l		Monthly	Composite	NA	NA	MOR
pH	S.U.		NA	NA	Monthly	Grab	MOR
Solids, Total Suspended	mg/l	Monthly average	Weekly	Composite	NA	NA	MOR

**TABLE G**

Discharge Serial Number: 001-1		Monitoring Location: SL	
Wastewater Description: <b>Digester Sludge</b>			
Monitoring Location Description: <b>At sludge draw off</b>			
PARAMETER	INSTANTANEOUS MONITORING		REPORTING FORM
	Units	Grab Sample Freq.	
Arsenic, Total	mg/kg	Bi-monthly	DMR
Beryllium, Total	mg/kg	Bi-monthly	DMR
Cadmium, Total	mg/kg	Bi-monthly	DMR
Chromium, Total	mg/kg	Bi-monthly	DMR
Copper, Total	mg/kg	Bi-monthly	DMR
Lead, Total	mg/kg	Bi-monthly	DMR
Mercury, Total	mg/kg	Bi-monthly	DMR
Nickel, Total	mg/kg	Bi-monthly	DMR
Nitrogen, Ammonia *	mg/kg	Bi-monthly	DMR*
Nitrogen, Nitrate (total as N) *	mg/kg	Bi-monthly	DMR*
Nitrogen, Organic *	mg/kg	Bi-monthly	DMR*
Nitrogen, Nitrite (total as N) *	mg/kg	Bi-monthly	DMR*
Nitrogen, Total *	mg/kg	Bi-monthly	DMR*
pH *	S.U.	Bi-monthly	DMR*
Polychlorinated Biphenyls	mg/kg	Bi-monthly	DMR
Solids, Fixed	%	Bi-monthly	DMR
Solids, Total	%	Bi-monthly	DMR
Solids, Volatile	%	Bi-monthly	DMR
Zinc, Total	mg/kg	Bi-monthly	DMR
<p>(*) required for composting or land application only            Testing for inorganic pollutants shall follow "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846 as updated and/or revised.</p>			

**TABLE H**

Discharge Serial Number: 001-1		Monitoring Location: L	
Wastewater Description: Digested sludge			
Monitoring Location Description: Each Anaerobic Digestion Unit			
PARAMETER	INSTANTANEOUS MONITORING		REPORTING FORM
	Sample Frequency	Sample Type	
Temperature	Weekly	Grab	MOR
Alkalinity	Weekly	Grab	MOR
Volatile Acids	Weekly	Grab	MOR
pH	Weekly	Grab	MOR

ATTACHMENT 2  
MONTHLY OPERATING REPORT FORM

# DATA TRACKING AND TECHNICAL FACT SHEET

Permittee: Town of Fairfield

## PERMIT, ADDRESS, AND FACILITY DATA

PERMIT #: CT0101044 APPLICATION #: 201004890 FACILITY ID: 051-001

<u>Mailing Address:</u> Street: 725 Old Post Road City: Fairfield ST: CT Zip: 06824 Contact Name: William Norton Phone No.: (203) 256-3140	<u>Location Address:</u> Street: 330 One Rod Highway City: Fairfield ST: CT Zip: 06824 Contact Name: William Norton Phone No.: (203) 256-3140 DMR Contact email address: wnorton@fairfieldct.org
--	--

## PERMIT INFORMATION

DURATION 5 YEAR X 10 YEAR \_\_\_ 30 YEAR \_\_\_

TYPE New \_\_\_ Reissuance X Modification \_\_\_

CATEGORIZATION POINT (X) NON-POINT ( ) GIS #

NPDES (X) PRETREAT ( ) GROUND WATER(UIC) ( ) GROUND WATER (OTHER) ( )

NPDES MAJOR(MA) X

NPDES SIGNIFICANT MINOR or PRETREAT SIU (SI) \_\_\_

NPDES or PRETREATMENT MINOR (MI) \_\_\_

COMPLIANCE SCHEDULE YES \_\_\_ NO X

POLLUTION PREVENTION \_\_\_ TREATMENT REQUIREMENT \_\_\_

WATER QUALITY REQUIREMENT \_\_\_ OTHER \_\_\_

## OWNERSHIP CODE

Private \_\_\_ Federal \_\_\_ State \_\_\_ Municipal (town only) X Other public \_\_\_

DEP STAFF ENGINEER Ann Straut DATE DRAFTED: 08/25/2015

## PERMIT FEES

Discharge Code	DSN Number	Annual Fee
111000e	001-1	\$2,682.50

## FOR NPDES DISCHARGES

Drainage Basin Code: 005 Water Quality Classification Goal: SA Segment: Long Island Sound 120

## NATURE OF BUSINESS GENERATING DISCHARGE

*Municipal Sanitary Sewage Treatment*

## PROCESS AND TREATMENT DESCRIPTION (by DSN)

*Secondary Biological Treatment and UV Disinfection*

## RESOURCES USED TO DRAFT PERMIT

X Federal Effluent Limitation Guideline 40CFR 133 Secondary Treatment Category

\_\_\_ Performance Standards

- Federal Development Document  
name of category
- Department File Information
- Connecticut Water Quality Standards
- Anti-degradation Policy
- Coastal Management Consistency Review Form
- Other - Explain

#### **BASIS FOR LIMITATIONS, STANDARDS OR CONDITIONS**

- Secondary Treatment (Section 22a-430-4(r) of the Regulations of Connecticut State Agencies)
- Case-by-Case Determination (See Other Comments)
- In order to meet in-stream water quality (See General Comments)
- Anti-degradation policy

#### **GENERAL COMMENTS**

The Town of Fairfield ("Fairfield") operates a municipal water pollution control facility ("the facility") located at 330 One Rod Highway, Fairfield. The facility is designed to treat and discharge up to 9.0 million gallons a day of effluent into the Long Island Sound. The facility currently uses secondary treatment with denitrification and UV disinfection to treat effluent before being discharged. Pursuant to Conn. Gen. Stat. § 22a-430, the Department of Energy and Environmental Protection has issued Fairfield a permit for the discharge from this facility. Fairfield has submitted an application to renew its permit. The Department has made a tentative determination to approve Fairfield's application and has prepared a draft permit consistent with that determination.

The most significant changes from the current permit are the inclusion of revised bacteria monitoring requirements (fecal coliform and enterococci), Aluminum monitoring to be consistent with the most recent CT Water Quality Standards and Iron monitoring to be consistent with EPA's National Recommended Water Quality Criteria.

#### **SPECIFIC REQUIREMENTS OR REVISIONS**

The Department reviewed the application for consistency with Connecticut's Water Quality Standards and determined that with the limits in the draft permit, including those discussed below, that the draft permit is consistent with maintenance and protection of water quality in accordance with the Tier I Anti-degradation Evaluation and Implementation Review provisions of such Standards.

The need for inclusion of water quality based discharge limitations in this permit was evaluated consistent with Connecticut Water Quality Standards and criteria, pursuant to 40 CFR 122.44(d). Discharge monitoring data was evaluated for consistency with the available aquatic life criteria (acute and chronic) and human health (fish consumption only) criteria, considering the zone of influence allocated to the facility where appropriate. In addition to this review, the statistical procedures outlined in the EPA Technical Support Document for Water Quality-based Toxics Control (EPA/505/2-90-001) were employed to calculate the need for such limits. Comparison of the attached monitoring data and its inherent variability with the calculated water quality based limits indicates a low statistical probability of exceeding such limits. Therefore, no water quality based limits were included in the permit at this time.

#### **WATER QUALITY LIMIT CALCULATIONS**

See attached

# Fairfield WPCF

Discharger: Fairfield WPCF			by: StrautA, 8/18/2015, 09:58		
Receiving Water: Long Island Sound			CURRENT CONDITIONS		
Design Flow:	9.000	MGD	Avg. Flow:	8.590	MGD
Allocated ZOI:	1375.00	CFS	Max. Flow:	12.400	MGD
Samples/Month:	4		IWC:	1.00	%

## WQB Limits - Saltwater

Compound	C.V.	AML ug/l	MDL ug/l	AML kg/d	MDL kg/d	LIMIT? ML?
Aluminum	0.6	7.11E+03	1.43E+04	2.42E+02	4.86E+02	
Ammonia	0.5	6.33E+04	1.17E+05	2.16E+03	3.98E+03	
Antimony	1.7	2.79E+04	8.31E+04	9.52E+02	2.83E+03	
Arsenic	1.4	2.10E-02	5.95E-02	7.16E-04	2.03E-03	ML
Beryllium	0.5	1.30E+01	2.39E+01	4.42E-01	8.16E-01	
Cadmium	1.3	5.86E+02	1.62E+03	2.00E+01	5.53E+01	
Chlorine	0.6	6.13E+02	1.23E+03	2.09E+01	4.19E+01	
Chromium (hex)	0.1	4.82E+03	5.58E+03	1.64E+02	1.90E+02	
Chromium (tri)	2.3	1.01E+08	3.17E+08	3.43E+06	1.08E+07	
Copper	1.1	3.37E+02	8.82E+02	1.15E+01	3.01E+01	
Cyanide (amen)	0.8	4.35E+01	9.97E+01	1.48E+00	3.40E+00	ML
Lead	0.9	6.03E+02	1.46E+03	2.06E+01	4.96E+01	
Mercury	0.2	5.09E+00	6.74E+00	1.73E-01	2.30E-01	
Nickel	1.6	5.07E+02	1.49E+03	1.73E+01	5.07E+01	
Phenol	0.4	8.58E+07	1.44E+08	2.92E+06	4.90E+06	
Selenium	0.2	6.62E+03	8.77E+03	2.26E+02	2.99E+02	
Silver	0.9	7.85E+01	1.90E+02	2.68E+00	6.46E+00	
Thallium	1.4	4.69E+01	1.33E+02	1.60E+00	4.53E+00	ML
Zinc	0.4	7.84E+03	1.31E+04	2.67E+02	4.48E+02	

## Current Conditions

Compound	# DETECTS	AMC ug/l	MMC ug/l	AMM kg/d	MMM kg/d
Aluminum				0.00E+00	0.00E+00
Ammonia	19	2.43E+03	5.70E+03	7.91E+01	2.68E+02
Antimony	3	6.30E+00	5.00E+01	2.05E-01	2.35E+00
Arsenic	0	7.30E+00	5.00E+01	2.38E-01	2.35E+00
Beryllium	0	8.10E+00	1.00E+01	2.64E-01	4.70E-01
Cadmium	0	3.10E+00	2.00E+01	1.01E-01	9.39E-01
Chlorine					
Chromium (hex)	0	4.84E+01	5.00E+01	1.57E+00	2.35E+00
Chromium (tri)	1	5.00E+00	5.00E+01	1.63E-01	2.35E+00
Copper	18	1.73E+01	9.00E+01	5.63E-01	4.23E+00
Cyanide (amen)	0	1.21E+01	5.00E+01	3.94E-01	2.35E+00
Lead	4	2.80E+00	1.30E+01	9.11E-02	6.11E-01
Mercury	1	2.00E-01	4.00E-01	6.51E-03	1.88E-02
Nickel	15	1.02E+01	5.10E+01	3.32E-01	2.40E+00
Phenol	7	3.07E+01	5.40E+01	9.99E-01	2.54E+00
Selenium	0	5.30E+00	1.00E+01	1.72E-01	4.70E-01
Silver	1	2.70E+00	1.20E+01	8.79E-02	5.64E-01
Thallium	0	7.40E+00	5.00E+01	2.41E-01	2.35E+00
Zinc	19	6.06E+01	8.90E+01	1.97E+00	4.18E+00



Final WQB Limits

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<u>AML (kg/d)</u>	<u>MDL (kg/d)</u>
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Interim WQB Limits

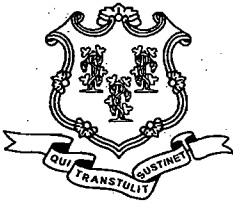
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<u>AML (kg/d)</u>	<u>MDL (kg/d)</u>
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Minimum Levels

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Arsenic	0.005 mg/L
Cyanide (amen)	0.010 mg/L
Thallium	0.005 mg/L



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



5

File  
Stormwater phase II

July 9, 2008

RECEIVED

RE: Industrial Stormwater General Permit Monitoring Requirements

JUL 11 2008

Dear Permittee:

DIRECTOR OF PUBLIC WORKS

Our records indicate that your facility(ies) is registered under the General Permit for the Discharge of Stormwater Associated with Industrial Activities, issued October 1, 2007, and may employ 25 employees or less statewide or is operated by a municipality.

With the stormwater permit reissuance last fall, all state and municipally owned facilities or facilities with less than 25 employees must sample all required monitoring locations at least once before October 1, 2008.

If all your 2007-2008 monitoring results are below the performance criteria listed in the table that follows, and the samples were collected and tested following all protocols listed in the permit, no additional monitoring is required from your facility for the remainder of the permit. If, however, the results for any parameter are above the performance criteria, you will need to monitor for all parameters again during the 2008-2009 monitoring year.

<u>Parameter</u>	<u>Performance Criteria</u>
Oil & Grease	5 mg/L
Chemical Oxygen Demand	75 mg/L
Total Suspended Solids	100 mg/L
Total Phosphorous	0.5 mg/L
Total Kjeldahl Nitrogen	2.5 mg/L
Nitrate	1.5 mg/L
Copper	0.10 mg/L
Zinc	0.50 mg/L
Lead	0.05 mg/L
Aquatic Toxicity (48 hr LC <sub>50</sub> )	>=50%

If your facility currently employees more than 25 employees statewide, monitoring is required *annually*. If you have any questions regarding your monitoring responsibilities or your results, please contact Carol Papp at (860) 424-3908 or the stormwater section at (860) 424-3018.

Sincerely,

Nisha Patel  
Supervising Sanitary Engineer  
Water Permitting and Enforcement Division  
Bureau of Materials Management and Compliance Assurance



## PERMIT TO CONSTRUCT AND OPERATE

**PERMITTEE:** Town of Fairfield  
**FACILITY ADDRESS:** One Rod Highway, Fairfield, CT 06820  
**PERMIT NO.** 05101069 PCO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a PERMIT TO CONSTRUCT AND OPERATE IS HEREBY ISSUED by the Commissioner of Energy and Environmental Protection ("Commissioner") to Town of Fairfield ("Permittee") to construct and operate a solid waste Volume Reduction Plant for a Clean Wood Processing ("Facility") located at One Rod Highway, Fairfield, Connecticut.

### A. TERMS AND CONDITIONS

1. This permit is based on and incorporates by reference all documents and specifications submitted as part of Application No. 200402814, including:
  - a. Application form received on November 3, 2004;
  - b. Operation and Management Plan (O&MP) dated February 24, 2005;
  - c. A Site Plan prepared by Laura Ruocco Pulie, P.E., dated May 5, 2006 and revised October 13, 2006; and
  - d. Requests for Additional Information from the DEEP dated: August 15, 2005; August 11, 2006; October 25, 2006; November 14, 2006; December 29, 2009; January 25, 2010; September 16, 2011; and November 22, 2011; and respective responses from the Town of Fairfield.

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

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

"Clean Wood" as defined in Section 22a-208a-1 of the RCSA means any wood which is derived from such products as pallets, skids, spools, packaging materials, bulky wood waste, or scraps from newly built wood products, provided such wood is not treated wood as defined below or demolition wood.

"Commissioner" means the Commissioner of the Department of Energy and Environmental Protection or the Commissioner's duly authorized designee.

"Day" means calendar day.

"Department" means the Department of Energy and Environmental Protection.

“Designated Recyclable Item” pursuant to CGS Section 22a-207(27) means an item designated for recycling by the Commissioner in regulations adopted pursuant to subsection (a) of section 22a-241b, or designated for recycling pursuant to CGS section 22a-256a or 22a-208v.

“Final Products” means processed solid wastes, which are ultimately delivered to a market or other solid waste facility.

“Mixed Paper” means recyclable solid waste which is a combination of differing grades of source-separated recyclable paper including corrugated cardboard.

“P.E.” means Professional Engineer licensed in the State of Connecticut.

“Processed Wood” means recycled wood which has been processed at a properly permitted volume reduction plant.

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

“Recovered Materials” means processed solid wastes that are ultimately delivered to a market or other permitted recycling or reclamation facility.

“Recycled Wood” means any wood or wood fuel which is derived from such products or processes as pallets, skids, spools, packaging materials, bulky wood waste or scraps from newly built wood products, provided such wood is not treated wood.

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

“Spent mixed batteries” means alkaline, magnesium and zinc-carbon cylindrical batteries, silver oxide, alkaline, and zinc-air button cell batteries and nickel-cadmium, small sealed lead-acid and nickel-metal hydride batteries.

“Treated Wood” as defined in Section 22a-209a(a)(2) of the CGS means wood which contains an adhesive, paint, stain, fire retardant, pesticide or preservative.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited, to Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. To the extent that any term or condition of this permit is deemed to be inconsistent or in conflict, with any term or condition of any permit previously issued for this facility, including any modifications thereto, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.

6. The Permittee shall submit for the Commissioner's review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner's judgment, the proposed physical/operational upgrades, improvements and/or minor changes: a. are deemed necessary for a better and more efficient operation of the Facility; b. are not significantly changing the nature of the Facility, or its impact on the environment; and c. does not warrant the issuance of a permit or authorization pursuant to Section 22a-208 of the CGS.

#### **B. AUTHORIZATION TO CONSTRUCT**

1. The Permittee is authorized to construct the Facility in accordance with all applicable law, including this permit. The Facility shall consist of an area for the storage in piles and/or containers of unprocessed/processed clean wood and yard waste (leaves and grass clippings).
2. The Permittee is authorized to construct the Facility for the purposes of processing no more than a total of 125 tons per day (TPD) of waste types specified in Section C. of this permit;
3. The Permittee shall control dust, odors, water discharges and noise resulting from the construction of the Facility at all times to assure compliance with applicable requirements of the RCSA, and any other applicable laws, including OSHA; and
4. The Permittee shall, within sixty (60) days from the completion of the construction, as described in Condition B.1. above, submit a written notification for the Commissioner's review and written approval. Such notification shall include at a minimum:
  - a. P.E. certified statement that the construction of the Facility improvements has been completed as authorized by this permit; and
  - b. P.E. certified as-built drawings.

#### **C. AUTHORIZATION TO OPERATE**

1. The Permittee shall receive and process at the Facility the following types of solid waste: clean wood (unprocessed and processed) and mixed yard waste (grass and leaves). The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed of on-site, or otherwise processed at the Facility without prior written approval of the Commissioner.
2. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to operate as follows: Monday through Saturday after 7:00 a.m. or before 5:00 p.m.; plus Nov 1 to Dec 15 Sunday 9 a.m. - 3 p.m.

3. The Permittee shall store and handle solid waste at the Facility only in the designated areas as identified in the drawings referenced in Condition No. A.1., in accordance with, but not limited to the following specifications:

<b>Processing Capacity: 125 tons/day</b>		
<b>Storage Capacity</b>	<b>Volume (cy)</b>	<b>Comments</b>
Mixed yard waste (grass/leaves)	7,900	in containers and/or piles
Unprocessed clean wood	7,100	in piles (brush, logs, branches & stumps)
Processed clean wood (chips)	4,200	in piles
<b>Storage Capacity:</b>	<b>19,200</b>	

- a. **Storage of MSW residue** shall be in a dedicated container with a capacity of ten (10) cubic yards minimum to forty (40) cubic yards maximum. For the purposes of this subsection, MSW residue means any incidental MSW that is inadvertently delivered to the Facility as part of a load. MSW residue shall be placed in the dedicated container as soon as it is discovered. The container shall be located in an area of the Facility that will not interfere with other permitted activities, shall be kept covered at all times except when it is being filled, and shall be removed from the Facility within forty-eight (48) hours of becoming full. The Permittee shall dispose of MSW residue at a permitted MSW volume reduction facility, transfer station, or resources recovery facility.
- b. **Storage and handling of wet (putrescible) MSW** inadvertently received as part of any truck load shall be handled separately, sorted, consolidated, stored, and shipped off-site. Details pertaining to each truck which contains putrescible MSW in excess of two percent (2%) by volume shall be recorded in the daily log, including the name of the delivering hauler, and reported to the Department in the quarterly reports required by this permit.
- c. **Storage of clean wood (brush, land clearing debris, pallets)** shall take place in either container(s) or in piles located on the ground.

Piles of unprocessed clean wood shall: have a minimum of a twenty-five (25) foot emergency access maintained around them; not contain treated wood; be processed/transferred on a first-in/first-out basis; not exceed five thousand eight hundred (5,800) cubic yards and a pile of stumps one thousand three hundred (1,300) cubic yards; and have a maximum height of twenty-five (25) feet.

Piles of processed clean wood chips shall: not exceed two thousand one hundred (2,100) cubic yards; have a maximum height of fifteen (15) feet; be stored on base pads constructed of compacted and well drained material that can support heavy equipment during all seasons; minimize dust and prevent ponding of water; be shaped to allow adequate stormwater run-off; be oriented (for elongated piles) perpendicular to the contours of the ground surface; be located in a clearly marked area equipped with stormwater run-on/run-off controls which comply with all existing permits and/or any applicable stormwater management requirements.

**Wood chipping** activities shall comply with the requirements of Sections 22a-174-18, 22a-174-23 and 22a-174-29 of the RCSA; and shall not generate noise, dust, fumes, smoke, vibrations and odors that exceed background levels thereof at any boundary of the property on which the Facility is located.

- d. **Storage of yard waste (leaves and grass clippings)** shall be: in containers or in a designated area; and shall not exceed three thousand three hundred (3,300) cubic yards for waste from residential and four thousand six hundred (4,600) cubic yards for waste from sources other than residential; and transferred from the Facility at least once per week to a lawfully operating composting facility that is registered with or permitted by the Department pursuant to Section 22a-208a of the CGS or Section 22a-208i(a)-1 of the RCSA and is authorized to accept leaves and/or grass clippings, or to a facility in another state operating in accordance with the laws of that state.

4. The Permittee shall:

- a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
- b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
- c. Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: i. promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; ii. recorded and reported in the quarterly report required by Condition No.C.9. of this permit; and iii. disposed at a facility lawfully authorized to accept such waste. No more than ten (10) cubic yards of unacceptable waste shall be stored on-site unless authorized by the Commissioner. A spare container shall be available for any storage emergency.
- d. Ensure that contingent storage of incidental mixed batteries, mercury-containing lamps, mercury-containing equipment, used electronics, thermometers and thermostats classified as universal wastes that is inadvertently delivered to the Facility as part of a load is conducted in accordance with the requirements of the Universal Waste Management Regulations (Sections 22a-449(c)-113 and 22a-209-17 of the RCSA). The storage container(s) shall be located in an area of the Facility that will not interfere with other permitted activities.
- e. Provide expeditious notification regarding any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: i. significantly damaged equipment or structures; ii. interrupts the operation of the Facility for greater than twenty-four (24) hours; iii. results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; iv. could reasonably create a source of pollution to the waters of the state; or v. otherwise threatens public health.

Such notification shall be: i. be immediately conveyed to the Commissioner using the 24-hour emergency response number (860) 424-3338 or the alternate number (860) 424-3333 and in no event later than twenty-four (24) hours after the emergency incident; ii. verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance by phone at (860) 424-3366, or at

another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; iii. followed by a written report no later than the fifth (5) business day after the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; and iv. be recorded in a log of emergency incidents. In addition to the notification requirements above, the Permittee shall comply with all other applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by Section 22a-450 of the CGS.

- f. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport. Each loaded container shall be covered before transportation off-site and the haulers shall be instructed to keep the containers covered during off-site transportation.
- g. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emission levels in continuous compliance with all applicable requirements, including OSHA. The Facility's premises shall be maintained and any litter shall be removed on a daily basis.
- h. Have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment, (which may include, but not be limited to a scale) installed at the Facility.
- i. Determine through observation that incoming loads do not contain greater than two percent (2%) of designated recyclable items with the exception of those recyclables the Permittee is authorized to accept and process pursuant to Condition No. C.3.
- j. Process wastes in such a manner that will not cause contamination or degradation of the recyclable product, or any negative impact on the recyclability.
- k. Conduct periodic unannounced inspections of truck loads delivered to the Facility, pursuant to Section 22a-220c(b) of the CGS. The inspections shall be performed for a minimum of five percent (5%) of the monthly truck loads received. The inspections and supporting documentation shall consist of at a minimum:
  - i. photographs of each load inspected;
  - ii. origin of each load (municipality; regional facility and whether commercial or residential);
  - iii. waste transporter company name;
  - iv. estimated percentage of designated recyclable items other than leaves (cardboard, plastic Nos. 1 and 2, glass and metal food containers, newspaper, office paper, boxboard, magazines, residential high-grade white paper, colored ledger, scrap metal, storage batteries and used oil) and identification of each type; and
  - v. immediate written notifications to the hauler, municipality in which the waste was generated and/or regional facility for each load that contains two percent (2%) of materials other than leaves.
- l. Maintain records of inspections for the life of the permit or such other timeframe specified in writing by the Commissioner.



5. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.
6. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of the RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
7. The Permittee shall prominently post and maintain a sign at the Facility entrance pursuant to 22a-209-10(3) of the RCSA that includes the Facility's name and DEEP permit number (Permit to Construct and Operate No. 05101069-PCO). Such sign shall also include a phone number that provides the general public the ability to register questions or complaints twenty-four (24) hours per day. The Permittee shall maintain a log of all calls received and how such calls were addresses or resolved.
8. The Permittee shall: a. control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; b. unless otherwise exempted, ensure that trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) of the RCSA; and c. prominently post and maintain signs limiting such truck idling time within the Facility (i.e. scale etc...).
9. The Permittee shall maintain daily records as required by Section 22a-209-10(13) of the RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information as it pertains to solid waste:
  - a. Type and quantity of solid waste received, including recyclables, and unacceptable waste.
  - b. Origin of waste load (municipality name; regional facility name) and waste hauler name.
  - c. Destination to which solid wastes, including recyclables, and unacceptable waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination; and
  - d. All daily logs (including documentation related to the unannounced inspections of truck loads) shall be maintained for the life of this permit or such other timeframe specified in writing by the Commissioner.

The monthly summaries required pursuant to this condition shall be submitted quarterly no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner (as may be amended from time to time) directly to the Solid Waste Program, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

10. The Permittee shall ensure that all Clean Wood received at the Facility is inspected for signs of the presence of the Asian Longhorn Beetle and the Emerald Ash Borer.

Signs indicating possible Asian Longhorn Beetle infestation can be found at the CT DEP webpage:

[http://www.ct.gov/dep/cwp/view.asp?a=2697&q=421754&depNav\\_GID=1631#signs](http://www.ct.gov/dep/cwp/view.asp?a=2697&q=421754&depNav_GID=1631#signs)

Signs indicating possible Emerald Ash Borer infestation can be found at the CT DEP webpage:

[http://www.ct.gov/dep/cwp/view.asp?a=2697&q=464598&depNav\\_GID=1631](http://www.ct.gov/dep/cwp/view.asp?a=2697&q=464598&depNav_GID=1631)

- a. The Permittee shall ensure each load of Clean Wood is visually assessed for possible pest infestation as part of the on-site routine inspections.
  - b. Any Clean Wood suspected of being infested by either the Asian Longhorn Beetle or the Emerald Ash Borer should be identified at the source of generation and handled in accordance with existing quarantine agreements.
  - c. If signs of infestation are observed:
    - i. Digital photos and careful identification notes must be provided to the Connecticut Agricultural Experiment Station (Deputy State Entomologist direct phone line: 203-974-8474; and e-mail [CAES.StateEntomologist@ct.gov](mailto:CAES.StateEntomologist@ct.gov)).
    - ii. The infested Clean Wood shall be: segregated from other Clean Wood; marked as segregated; securely stored and kept reasonably intact.
    - iii. Any handling activities (chipping; moving) must be postponed until an investigator from, or designated by, the Connecticut Agricultural Experiment Station, has examined the potentially infested Clean Wood.
    - iv. Any truck load tickets and other documentation of deliveries shall note whether a pest infestation assessment has been conducted.
11. The Permittee shall, no later than sixty (60) days from the issuance date of this permit perform semi-annual compliance audits for the life of this permit.

- a. The compliance audits required by this condition shall consist of a thorough and complete assessment of the Permittee's compliance with Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit.

b. Compliance Auditor

The compliance audits required by this condition shall be performed by a P.E. or consultant. Such P.E. or consultant shall be approved in writing by the Commissioner and will be required to prepare and submit to the Commissioner semi-annual compliance audit reports.

The Permittee shall, prior to the Commissioner's approval of the P.E. or consultant: a. submit for the Commissioner's evaluation a detailed description of the consultant's credentials (education; experience; training) which are relevant to the work required under this condition; and b. certify to the Commissioner that such P.E. or consultant:

- i. Is not a subsidiary of or affiliated corporation to the Permittee or Permitted Facility;
- ii. Does not own stock in the Permittee or any parent, subsidiary, or affiliated corporation;
- iii. Has no other direct financial stake in the outcome of the compliance audit(s) outlined in this permit;
- iv. Has expertise and competence in environmental auditing and the regulatory programs being addressed through this permit, including evaluation of compliance with requirements specified in Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit; and

- v. Within ten (10) days after retaining any P.E. or consultant other than the one originally identified pursuant to this condition, notify the Commissioner in writing of the identity of such other consultant by submitting the information and documentation specified in this condition. Nothing in this condition shall preclude the Commissioner from finding a previously acceptable P.E. or consultant unacceptable.

c. Scope of Compliance Audits

Compliance audits shall:

- i. Detail the Permittee's compliance with the requirements of this permit and all applicable provisions of Sections 22a-209-1 through 22a-209-17 of the RCSA; and
- ii. The compliance auditor shall include in the compliance audit on-site inspections of the waste received at the Facility. The purpose of such inspections is to determine whether loads are being received that contain greater than two percent (2%) of materials other than leaves and to detect patterns associated with such loads. Unless otherwise approved by the Commissioner, the compliance auditor shall inspect wastes unloaded from a minimum of ten (10) trucks received during the day of the compliance audit. The compliance auditor shall document the actual number of truck loads inspected and the findings of such inspections.

d. Compliance Audit Report

The results of each compliance audit shall be summarized in a Compliance Audit report. At a minimum such report shall include:

- i. The names of those individuals who conducted the compliance audit;
- ii. The areas of the Facility inspected;
- iii. The records reviewed to determine compliance;
- iv. Describe in detail the Permittee's compliance with this permit and applicable regulations;
- v. Identify all violations of this permit and applicable regulations;
- vi. Describe the actions taken by the Permittee to correct patterns of loads received that contain greater than two percent (2%) of materials other than leaves;
- vii. Include findings regarding the inspections conducted in accordance with this condition during the day of the compliance audit;
- viii. Describe the actions taken by the Permittee to correct the violation(s) identified in each compliance audit; and
- ix. The Permittee's certification of compliance with the regulations and documentation demonstrating such compliance pursuant to this permit. In cases where multiple counts of the same violation are discovered, the report shall include a listing of each count.

e. Permittee's Responses to Compliance Audit

The Permittee and P.E. or consultant shall comply with the following:

- i. The inspection frequency shall be semiannually for the remaining life of the permit;
- ii. All violations shall immediately be brought to the attention of the Permittee by the consultant. The P.E. or consultant shall also notify the Department within five (5) days of the inspection of all violations noted during the inspection;
- iii. The Permittee shall correct all violations immediately. Should the Permittee be unable to immediately correct the violation, the Permittee shall submit within seven (7) days of the notification date, for the review and written approval of the Commissioner, a detailed plan to correct all violations noted. Such plan shall also include a schedule for implementation of the corrective actions required or recommended; and

- iv. Within fifteen (15) days from the inspection date the P.E. or consultant shall submit, to the Department and the Permittee, the compliance audit report. A copy of the compliance audit report, shall be maintained at the Facility for the life of the permit or for such other timeframe specified by the Commissioner.
  - f. The Permittee shall cease accepting solid waste at the facility in the event that the Permittee fails to submit in a timely manner the plan and schedule required by condition C.11.e. of this permit or fails to correct the violations noted by the inspection(s) in accordance with the approved plan and schedule.
  - g. **Documentation Submittal Deadlines**  
The documents required to be submitted pursuant to this condition shall be submitted semiannually no later than January 31<sup>st</sup> and July 31<sup>st</sup>, directly to the Solid Waste Enforcement Section, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.
12. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to:

Patricia L. Cam  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance  
Department of Energy and Environmental Protection  
79 Elm Street, Hartford, CT 06106-5127

13. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows:

“I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense.”

Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.

14. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to, notice of approval or disapproval of any document or other action shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.

15. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
16. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
17. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
18. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this        day of

9/5/12

By   
Macky McCleary  
Deputy Commissioner

Application No. 200402814  
Permit to Construct and Operate No. 05101069 PCO  
Permittee - Certified Mail # E-Certified  
City/Town Clerk - Certified Mail # E-Certified

# **Appendix C**

## **Clean Wood**

**(Including Leaves and Grass Clippings)**

# **Operations and Management Plan**

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## **Operations and Management Plan**

### **Part I. General Operating Conditions**

The Registrant shall at all times meet the requirements for authorization in Section 3 of the General Permit, the General Permit requirements and the conditions in Section 5 of the General Permit.

A Notifier shall manage Recyclables and other Solid waste in a manner consistent with Best Management Practices (“BMPs”) as provided in the types of Recyclables and other Solid waste specific management conditions contained in this Appendix.

#### **A. Facility Design and Management, Applicable Standards**

The Registrant shall ensure that the design, construction, maintenance and operation of the Facility are based on the best engineering practices, including the requirements for managing Solid Waste in accordance with Sections 22a-209-1 through 22a-209-17 of the Regulations of Connecticut State Agencies (“RCSA”), the Connecticut General Statutes (“CGS”) and the requirements of this General Permit.

The Registrant shall maintain an up-to-date Facility Site Plan certified by a Professional Engineer licensed to practice in Connecticut (“P.E.”) on Site at all times and such plan shall be made available to the Commissioner for review upon request.

A Notifier shall maintain a copy of an up-to-date Facility Site Plan certified by a Professional Engineer licensed to practice in Connecticut (“P.E.”) depicting where Recyclables and other Solid waste are managed for storage and transfer from the Site.

#### **B. Facilities Operated by Contractors**

Registrants with facilities that are operated by contractors shall at all times keep a current “Duties Statement” on file with the Department. The Duties Statement is a detailed description of the organization of facility staff and assignment of responsibility for operation, management and maintenance of the Facility.

The Duties Statement shall include the title of the Facility lead, the supervisor to whom the lead reports, and a detailed list of the Facility-related tasks assigned to both the contractor and to the Registrant. It shall identify the staff position(s) responsible for: keeping daily records; preparing monthly, quarterly and annual reports for the Department; scalehouse staffing, if any; litter removal; management and transfer from the Facility of **each** Solid Waste type from the Facility; and compliance with the General Permit to Discharge Stormwater Associated with Industrial Activities as applicable. The Registrant shall update its Duties Statement whenever changes in staff organization are made and maintain a copy at the site for the Department’s inspection. Any replacement of the Facility operator shall be reported within five (5) Days of such change to the Department’s Solid Waste Program and certified in accordance with Section 6(e) of this General Permit. A copy of the written agreement between the Registrant and the contractor shall also be kept current and on file with the Department.



### **C. Local Approvals**

The Registrant/Notifier shall ensure that the Facility meets all applicable requirements of the local authorities. Operational changes at the Facility may trigger additional local review.

### **D. Requirements of the General Permit**

The terms and specifications of the General Permit (Section 5 *Conditions of this General Permit*) and this Appendix shall control and be enforceable against the Registrant for all activities authorized under the General Permit.

The terms and specifications, identified as applicable, of the General Permit and this Appendix shall control and be enforceable against the Notifier for all activities authorized under the General Permit.

### **E. Operating Requirements**

#### **1. Management of Clean wood (including Leaves and Grass Clippings)**

The Registrant/Notifier shall ensure that all Clean wood, including leaves and grass clippings, accepted at the Facility are:

- a. Managed in compliance with all the requirements of the General Permit and this Appendix;
- b. Managed in such a manner as to prevent contamination or degradation that could render Recyclables unmarketable;
- c. Managed in areas prepared and dedicated for the Receipt, Storage and Processing of such Solid waste types and as designated on the Site Plan required by Section 4 of the General Permit; and
- d. Transferred from the Facility to Markets, Recycling facilities and/or other Solid Waste Facilities which are authorized to accept and Process such Clean wood, including leaves and grass clippings.

#### **2. Documents Available at the Facility**

The Registrant shall ensure that a copy of the following documents is available at the Facility at all times for review by Facility Operator(s) and the Department:

- a. The General Permit and this Appendix, which provides operating conditions for the Facility;
- b. A copy of the Connecticut P.E. certified Facility Site Plan submitted to the Department with the Registration and any revisions thereto;
- c. List of types, sizes, number and design parameters of the principal fixed equipment and rolling stock to be used at the Facility including equipment specification and Processing capacities;
- d. Emergency response procedures obtained from the Fire Department;
- e. All records for wastes received, Processed and transferred from the Facility shall be maintained at the Facility for at least three (3) years following the expiration of the

General Permit; and shall be made available to the Commissioner for review upon request;

- f. The Facility's maintenance schedule developed in accordance with Section E.7. below; and
- g. A description of OSHA required personnel safety procedures and training pursuant to Section 22a-209-4(b)(2)(B)(iv) of the RCSA and all applicable requirements of Part 1910 and Part 1926 of Title 29 of the CFR resulting from specific on-site operations.

The Notifier shall ensure that a copy of the following documents is available at the Site at all times for review by Facility Operator(s) and the Department:

- h. The General Permit and this Appendix, which provide operating conditions for the Site;
- i. A copy of a Connecticut P.E. certified Facility Site Plan depicting where Clean wood, including leaves and grass clippings, is managed for Storage and transfer from the Site; and
- j. All records for wastes received, Processed and transferred from the Site are maintained at the Site for at least three (3) years following the expiration of the General Permit.

### **3. Access and Traffic Control**

The Registrant shall ensure that;

- a. Appropriate measures are taken to prevent unauthorized entry to the Facility. Appropriate control measures may be accomplished through the use of fences, gates, and/or other natural or artificial barriers;
- b. A prominent sign is posted and maintained at the entrance to the Facility, pursuant to RCSA Section 22a-209-10(3). Such sign shall include the Facility's Registration number, issuance and expiration dates, and a phone number that provides the general public the ability to register questions and complaints twenty-four (24) hours per day. The Registrant shall maintain a log of the calls received and how such calls were addressed or resolved;
- c. All traffic related to the operation of the Facility is controlled in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impacts in the area where the Facility is located and provides a safe circulation pattern that mitigates any threats to the safety of the users and staff of the Facility;
- d. Unless otherwise exempted, trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) and (c) of the RCSA and that signs are prominently posted and maintained (e.g. at the entrance, scale and unloading areas, etc.) limiting such truck idling time within the Facility; and
- e. The Facility has adequate signage to clearly inform Facility users where to place Clean wood, including leaves and grass clippings, at the Facility.

### **4. Facility Personnel and Training**

The Registrant shall ensure that:

- a. A Certified Operator is present at all times during the operation of the Facility;
- b. Sufficient personnel are present at the Facility at all times to visually inspect incoming waste and to prevent drop-off of unauthorized materials; and

- c. All individuals under the supervision of the Certified Operator shall be given annual training by the Registrant. The training shall include at a minimum safety and emergency procedures, and proper management of Clean wood, leaves and grass clippings received and managed on-site, including inadvertently received Solid wastes.

**5. Who Can Use the Facility**

Clean wood, including leaves and grass clippings, may be received from businesses and/or residents of the host Municipality or of other municipality(ies) under financial agreement with the Registrant.

Clean wood, including leaves and grass clippings, may be received from any source or generator that has been approved by or is under written agreement with the Registrant.

**6. Information to be Provided to Users of the Facility**

- a. The Registrant shall provide the users of the Facility information regarding Clean wood, including leaves and grass clippings, management procedures for their use at the Facility to ensure safe operations. Suggested methods to fulfill this requirement include providing a leaflet to customers at the gate or in a mailing, or posted on the Facility's website or social media or an insert with billing. Such information shall be posted at the Facility in an easily visible location. The Facility shall have adequate signage to clearly inform customers where and how to deliver Clean wood, including leaves and grass clippings at the Facility.
- b. The Registrant shall also provide guidance to the users of the Facility in methods that may be used to promote Recycling in accordance with the goals of the *State Wide Solid Waste Management Plan* ([www.ct.gov/deep/swmp](http://www.ct.gov/deep/swmp)).

**7. Sanitation and Maintenance**

- a. The Registrant shall ensure that:
  - i. The Facility is operated and maintained in a safe and nuisance-free manner to control and/or prevent: fire; dust emission levels; odor; noise; spills; accumulation of litter; ponding of water and the harboring, feeding or breeding of vectors; and in continuous compliance with all applicable requirements;
  - ii. A maintenance and inspection plan that includes a schedule with a minimum frequency for inspections of once per week is developed;
  - iii. Such plan is implemented to ensure proper operating conditions at the Facility in accordance with the General Permit, and which achieves the standards in condition number E.7.a.i. above;
  - iv. Such plan includes but is not limited to the maintenance and inspection of: the designated Storage areas; Containers of Clean wood, leaves and grass clippings; and the Clean wood, leaves and grass clippings, stored therein;
  - v. Any release or imminent threat of a release to the environment of any Clean wood, leaves and grass clippings, or any constituents thereof is immediately remedied upon discovery;

- vi. Fugitive dust emissions and odors are controlled in accordance with Sections 22a-174-18 "Control of Particulate Matter and Visible Emissions" and 22a-174-29 "Control of Odors" of the RCSA;
  - vii. The Facility's premises shall be maintained and any litter shall be removed on a daily basis;
  - viii. All Clean wood, including leaves and grass clippings, are placed in the appropriate Storage areas by the end of each operating Day;
  - ix. Equipment is maintained on a regular basis according to manufacturer's specifications and/or as needed;
  - x. Spills or leaks are cleaned up immediately and any cleanup materials are placed into a Container that is covered and compatible with the contents. Such cleanup materials shall be transferred from the Facility within forty-eight (48) hours to an authorized Recycling or disposal facility;
  - xi. Clean-up materials and equipment are readily available on-site at all times; and
  - xii. Facility staff immediately notifies **the Department's Emergency Response and Spill Prevention Division at 1-866-DEP-SPIL (1-866-337-7745) or 860-424-3338** if there are any spills.
- b. The Registrant shall maintain compliance with current OSHA required personnel safety procedures and training pursuant to Section 22a-209-4(b)(2)(B)(iv) of the RCSA; all applicable requirements of Part 1910 and Part 1926 of Title 29 of the CFR resulting from specific on-site operations; and the General Permit.

#### 8. Transfers from the Facility

The Registrant shall ensure that:

- a. All Clean wood, including leaves and grass clippings, received at the Facility are transferred on a first in/first out basis;
- b. All Processed Clean wood, including leaves and grass clippings, are loaded into appropriate Containers and are transferred from the Facility to Markets, Recycling Facilities and/or other Solid Waste Facilities within forty eight (48) hours of the Container(s) becoming full with the exception of legal holiday weekends or as may otherwise be specified in Part II. of this Appendix. **In no event shall Solid Wastes be stored at the Facility for greater than twelve (12) months;**
- c. All Clean wood, including leaves and grass clippings, are transferred from the Facility to Markets, Recycling Facilities and/or other Solid Waste Facilities, authorized in accordance with all federal, state, and local requirements, to receive and Process such Clean wood, including leaves and grass clippings; and
- d. All Clean wood, including leaves and grass clippings, are transferred from the Facility in a manner that prevents leaks, spills and discharges to the ground.

#### 9. Management of Unauthorized and Unprocessable Recyclables and Other Solid Wastes

The Registrant shall ensure that any Recyclables and other Solid Wastes that are unauthorized for acceptance at the Facility (inadvertently received), or that is authorized but **cannot be managed (unprocessable) at the Facility, shall be managed in accordance with all applicable requirements** of the General Permit and as follows:

- a. **Management:** Unauthorized Solid waste shall immediately be sorted, segregated, and stored in a manner that is both consistent with applicable law and protective of the environment until transferred from the Facility. **Unprocessable Recyclables and other Solid waste shall be managed in accordance with the requirements of this Appendix;**
- b. **Storage Containers:** At least one (1) dedicated Storage Container each for inadvertently received and for unprocessable Recyclables and other Solid Wastes shall be maintained at the Facility at all times;
- c. **Volume:** No more than twenty (20) cubic yards of inadvertently received Recyclables and other Solid Wastes shall be allowed to accumulate at the Facility, no more than ten (10) cy of which may be inadvertently received putrescible MSW;
- d. **Transfer:** Unauthorized Recyclables and other Solid Wastes and unprocessable Recyclables and other Solid Wastes shall be transferred from the Facility within two (2) business Days from when the Recyclables and other Solid Wastes are received at the Facility. However, putrescible MSW shall be transferred from the Facility within forty eight (48) hours of its receipt. Such Recyclables and other Solid Wastes shall be Recycled or disposed of only at a facility that is authorized to accept such Recyclables and other Solid Wastes; and
- e. **Reporting:** Unauthorized Recyclables and other Solid Wastes and unprocessable Recyclables and other Solid Wastes shall immediately be recorded in the daily log and included in the required quarterly reports submitted to the Department.

#### 10. Record-Keeping and Reporting Requirements

The Registrant shall establish a system for measuring, recording, and reporting site activities, as follows:

- a. **Records**

Daily records shall be maintained in a manner acceptable to the Commissioner and be made available to Department staff for inspection at any reasonable time. Such records shall be maintained at the Facility for the life of the General Permit. Records of the following, at a minimum, shall be kept:

  - i. Types, capacities and quantities of all Containers of Clean wood, leaves and grass clippings, received and transferred from the Facility, and unauthorized Recyclables and other Solid Wastes or unprocessable Clean wood that have been received and/or rejected;
  - ii. Dates of receipt of all Clean wood, leaves and grass clippings, and origin of all Clean wood, including leaves and grass clippings, received at the Facility including hauler name;
  - iii. Destination to which all Processed Clean wood, leaves and grass clippings, including, unacceptable Recyclables and other Solid wastes or unprocessable Clean wood, leaves and grass clippings, transferred from the Facility were

- delivered for Disposal or Recycling, including quantities delivered to each destination facility;
- iv. All inspection logs, including emergency and spill reports, which shall include at a minimum the name of inspector, date of inspection, observations made and any remedial actions taken and their date;
  - v. Log of scheduled and unscheduled shutdowns;
  - vi. Operators' training records for Facility staff and Department certifications; and
  - vii. Facility and equipment maintenance schedule, including activities undertaken to control dust, litter, vectors, etc.

The Notifier shall use or establish a system for measuring, recording and reporting Site activities, sufficient to provide the information required on the reporting forms prescribed by the Commissioner, as follows:

- viii. Types, quantities and destination facility for all Recyclables and other Solid waste received and transferred from the Site to out of state facilities authorized to receive such Recyclables and other Solid waste.
- b. Reporting of Clean wood, leaves and grass clippings, Managed at the Facility**
- i. Based on the daily records as required by the RCSA Section 22a-209-9(p); the RCSA Section 22a-209-10(13); the CGS Section 22a-208e; or the CGS Section 22a-220 as appropriate, the Registrant shall be responsible for the preparation of monthly summaries which shall include, but not be limited to, the types, capacities and quantities of all Clean wood, leaves and grass clippings, received at the Facility, including unauthorized and unprocessable recyclables and other Solid wastes; the municipality of origin; and the destination to which the Solid waste received at the Facility were subsequently delivered for Processing, disposal or Recycling.
  - ii. Based on monthly summaries, the Registrant shall be responsible for the submittal to the Department of quarterly reports no later than January 31, April 30, July 31, and October 31, of each year which shall provide information required by condition Part I. E.10 of this Appendix pertaining to all Clean wood, leaves and grass clippings, received. Such reports shall be submitted on forms prescribed by the Department (as may be amended from time to time).
  - iii. Tiers II and III Facilities shall submit quarterly reports to the Department.
  - iv. Send reporting summaries to:  
SOLID WASTE PROGRAM - RECYCLING  
BUREAU OF MATERIALS MANAGEMENT AND COMPLIANCE  
ASSURANCE  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
79 ELM STREET, HARTFORD, CT 06106-5127

The Notifier shall be responsible for the submittal to the Department of annual reports, reporting semi-annual totals no later than July 31 of each year, which shall provide information required by condition number Part I. E.10 of this Appendix pertaining to all Recyclables and other Solid wastes received. Such reports shall be submitted on forms prescribed by the Department to the address in condition number Part I.E.10.b.iv. of this

Appendix. Persons operating at Tier I capacities shall operate in accordance with the requirements for a Notifier contained in the General Permit and this Appendix.

**11. Emergency Incidents, Reporting Emergencies to the Department**

- a. The Registrant shall notify staff of the Department’s Waste Engineering and Enforcement Division of any emergency incident(s) at the Facility that disrupts facility operations, such as explosion(s), accident(s) or fire(s), including but not limited to any incident(s) that:
  - i. Significantly damages equipment or structures;
  - ii. Interrupts the operation of the Facility for more than twenty-four (24) hours;
  - iii. Results in an unscheduled facility shutdown or forced diversion of Clean wood, including leaves and grass clippings, to other Solid Waste facilities; or
  - iv. Can reasonably be expected to create a source of pollution to the waters of the state; or otherwise threatens public health and the environment.
  
- b. **Emergency Reporting of Facility Incident(s)**  
The Registrant shall ensure compliance with the emergency reporting of Facility incidents(s) as follows:
  - i. **Initial Report:** The Registrant shall report a significant emergency incident(s) within twenty-four (24) hours to the appropriate local authorities and Solid Waste Enforcement Program in the Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, by telephone at (860) 424-3366 or fax at (860) 424-4059.
  - ii. **Final Report:** Within thirty (30) days of an emergency incident(s), a written report certified in accordance with Section 6(e) of the General Permit “Certification of Documents”, detailing the cause and effect of the incident(s), and the remedial steps taken, shall be submitted to:  
SOLID WASTE ENFORCEMENT PROGRAM  
WASTE ENGINEERING AND ENFORCEMENT DIVISION  
BUREAU OF MATERIALS MANAGEMENT AND COMPLIANCE ASSURANCE  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
79 ELM STREET  
HARTFORD, CT 06106-5127
  - iii. **Report Log:** A significant emergency incident(s) shall be recorded in a log of emergency incident(s) maintained at the Facility.
  
- c. **Other Reporting of Facility Incident(s)**  
The Registrant shall comply with all other applicable or required reporting of an emergency incident(s) including but not limited to, reporting required by Section 22a-450 of the CGS.
  
- d. **Reporting Leak and Spill Incident(s)**  
The Registrant shall ensure that Facility staff immediately notifies **The Department’s Emergency Response and Spill Prevention Division at 1-866-DEP-SPIL (1-866-337-**

**7745) (toll free) or at 860-424-3338** if there are any uncontained spills of used oil, antifreeze, other hazardous materials, or unidentified fluids.

## **12. Surface Water and Groundwater Management**

The Registrant shall ensure that:

- a. The Facility is operated so as to prevent pollution to surface and groundwater;
- b. The Facility meets the applicable surface water and groundwater requirements of all local, state and federal authorities for any existing or proposed stormwater and wastewater collection, treatment and discharge systems and any facility located in a coastal, wetland and aquifer protected (regulated) area; and
- c. The Registrant shall use covers over waste, secondary containment, Impervious surfaces, and other measures as needed to prevent pollution.

## **13. On-site Roads, Outdoor Operational Areas**

The Registrant shall ensure that:

- a. On-site roads and outdoor Processing and Storage areas are constructed of materials suitable for heavy vehicles and designed to withstand expected traffic and loads in all weather conditions; and
- b. Movement of vehicles is unobstructed and there is adequate drainage to prevent the accumulation of water.

## **14. Days and Hours of Operation**

The Registrant shall operate the Facility no earlier than 7:00 a.m. and no later than 6:00 p.m. Monday through Friday and Saturday no earlier than 7:00 a.m. and no later than 3:30 p.m. unless otherwise further restricted by local authorities.

## **15. Fire Prevention**

The Registrant shall ensure that:

- a. An outside and inside fire protection system is maintained in accordance with the local Fire Marshall;
- b. Sufficient source(s) and quantities of water are available;
- c. Adequate equipment is provided to control fires; and
- d. Routine maintenance and inspections of all fire control equipment are conducted in accordance with the specifications of the manufacturer(s) and in no case less than annually.

## **16. Safety**

The Registrant shall:

- a. Design, construct, maintain and operate the Facility so as to reasonably ensure the safety of users, employees and the surrounding neighborhood;
- b. Prepare and maintain a description of OSHA required personnel safety procedures and training pursuant to Section 22a-209-4(b)(2)(B)(iv) of the RCSA and all applicable requirements of Part 1910 and Part 1926 of Title 29 of the CFR resulting from specific on-site operations;



- c. Promptly clean up all spills and breakage;
- d. Prevent the public from scavenging Recyclables and other Solid Waste, that is, from searching through waste to remove useful material;
- e. Organize and direct indoor and outdoor traffic patterns to minimize conflicts between pedestrians and vehicles; and
- f. Ensure that pedestrians are not endangered at loading and unloading areas or at any operational area of the Facility.

#### **17. Containers and Covers**

The Registrant shall ensure that:

- a. All Containers are compatible with the unauthorized and unprocessable waste stored within;
- b. All Containers are routinely inspected for corrosion or degradation;
- c. Any Containers found to be degraded (i.e. they can no longer contain the Clean wood, or leaves and grass clippings,) are removed from service at the Facility; and
- d. Where covers over Containers are required, they are of a material that is Impervious to precipitation.

#### **18. Compliance Audits**

The Registrant shall, no later than sixty (60) days from the acknowledgement of a Registration and/or issuance date of the Approval of Registration, perform semi-annual compliance audits for the life of the General Permit. Compliance Audits required by this condition shall consist of a thorough and complete assessment of the Registrant's compliance with Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of the General Permit.

##### **a. Compliance Audit Schedule and Auditor**

The compliance audits required by this condition shall be performed semi-annually during the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) quarters. The compliance audits may be a self-certification conducted by the Facility's Certified Operator or a P.E. or consultant approved in writing by the Commissioner.

The Registrant shall, prior to the Commissioner's approval of the P.E. or consultant, submit for the Commissioner's evaluation a detailed description of the consultant's credentials (education; experience; training) which are relevant to the work required under this condition and certify to the Commissioner that such P.E. or consultant:

- i. Is not a subsidiary of or affiliated corporation to the Registrant or Registered Facility;
- ii. Does not own stock in the Registrant or any parent, subsidiary, or affiliated corporation;
- iii. Has no other direct financial stake in the outcome of the compliance audit(s) outlined in the General Permit;
- iv. Has expertise and competence in environmental auditing and the regulatory programs being addressed through the General Permit, including evaluation of compliance with requirements specified in Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of the General Permit; and

- v. Within ten (10) days after retaining any P.E. or consultant other than the one originally identified pursuant to this condition, notify the Commissioner in writing of the identity of such other P.E. or consultant by submitting the information and documentation specified in this condition. Nothing in this condition shall preclude the Commissioner from finding a previously acceptable P.E. or consultant unacceptable.
- b. Scope of Compliance Audits**  
Compliance audits shall detail the Registrant's compliance with the requirements of this General Permit and all applicable provisions of Sections 22a-209-1 through 22a-209-17 of the RCSA.
- c. Compliance Audit Report**  
The results of each compliance audit shall be summarized in a Compliance Audit Report. At a minimum such report shall include:
- i. The names of those individuals who conducted the compliance audit;
  - ii. The areas of the Facility inspected;
  - iii. The records reviewed to determine compliance;
  - iv. A detailed description of the Registrant's compliance with this General Permit and applicable regulations;
  - v. The identification of all violations of this General Permit and applicable regulations;
  - vi. The findings regarding the inspections conducted in accordance with this condition during the day of the compliance audit;
  - vii. A description of the actions taken by the Registrant to correct the violation(s) identified in each compliance audit; and
  - viii. The Registrant's certification of compliance with the regulations and documentation demonstrating such compliance pursuant to this General Permit. In cases where multiple counts of the same violation are discovered, the report shall include a listing of each count.
- d. Responses to Compliance Audit**  
The Registrant shall:
- i. Correct all violations immediately. Should the Registrant be unable to immediately correct the violation(s), within seven (7) days of the date the Registrant was notified of the violation(s), the Registrant shall submit for the review and written approval of the Commissioner, a detailed plan to correct all violations noted. Such plan shall also include a schedule for implementation of the corrective actions required or recommended;
  - ii. Ensure that, within five (5) days of the Compliance Audit, the Department is notified of all violations identified during the audit; and
  - iii. Ensure that the Compliance Audit Report, within fifteen (15) days of the Compliance Audit, is submitted to the Department. A copy of the Compliance Audit Report shall be maintained at the Facility for the life of the General Permit or for such other timeframe specified by the Commissioner.

- e. The Registrant shall cease accepting all Clean wood at the Facility in the event that the Registrant fails to submit in a timely manner the plan and schedule required by condition number Part I.E.18.d. of this Appendix or fails to correct the violations noted by the inspection(s) in accordance with the approved plan and schedule.
- f. **Submittal of Compliance Audit Reports**  
Registrants of Tiers II and III Facilities are required to submit Compliance Audit Reports to the Department. Tier I Facilities are required to prepare and maintain Compliance Audit Reports at the Facility however, the submission of such reports to the Department is not required by Tier I Registrants.
- g. **Documentation Submittal Deadlines**  
The documents required to be submitted pursuant to this condition shall be submitted semi-annually no later than January 31 and July 31 directly to the Solid Waste Enforcement Section, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

The Notifier may conduct Compliance self-audits on an annual basis. Such self-audits should evaluate the management of Recyclables and other Solid waste for consistency with the BMPs contained in the General Permit and this Appendix. If audits are conducted, the Notifier shall address any violations of the General Permit and the Appendices immediately. The findings of such Compliance self-audits and any corrective actions taken in response to the self-audit shall be made available to the Commissioner upon request.

#### 19. Fire Protection

The Registrant shall ensure that the Facility has access to an adequate source of water or other suppressant sufficient to control any potential fires. The Registrant shall contact and seek guidance from the local fire protection agency to provide services when needed.

#### 20. Emergency Planning

The Registrant shall plan for the appropriate management of solid waste at the Facility in the event of emergencies such power failure, equipment failure or natural disasters. The Registrant shall also plan for appropriate responses to fire, flood and medical emergencies including coordination with local medical, police and fire protection agencies.

### Appendix C Part II. Capacity Limits and Management Requirements

**The Notifier shall manage Clean wood, leaves and grass clippings consistent with the conditions specified in this Appendix and shall implement the conditions as BMPs.**

**A. Maximum Receipt Limit**

1. The Registrant/Notifier may receive Clean wood, leaves and grass clippings, at the Facility as follows:
  - a. Tier I and Notifiers no more than a total of 10 tons per day (40 cubic yards);
  - b. Tier II no more than a total of 20 tons per day (80 cubic yards); and
  - c. Tier III no more than a total of 50 tons per day (200 cubic yards).
2. The Registrant/Notifier shall Process leaves and grass for transfer only. Processing does not include composting.

**B. Storage Table for Clean Wood, leaves and grass clippings: Maximum Storage Capacity and Cover Requirements**

Type of Solid Waste	Part II.C. Management Requirement No.	Maximum Volume (cubic yards)	Waste Stored Under Cover <sup>1</sup>
Wood, Clean – unprocessed Tier I Tier II Tier III	1	100 250 3,000	No
Wood, Clean – Processed (wood chips) Tier I Tier II Tier III	1	300 750 2,500	No
Leaves and Grass Clippings	2	200	No
Waste, Unauthorized and Unprocessable	Part I E.9. of this Appendix	20	Yes

<sup>1</sup>See Part I.E.17. and Part II.C. Management Requirements of this Appendix for additional information on cover requirements.

**C. Management Requirements**

**1. Clean Wood**

**a. Receipt**

The Registrant shall ensure that only Clean wood as defined in the General Permit such as brush, stumps, logs, Land clearing debris, woodchips and pallets made from untreated wood are received at the Facility.

**b. Storage**

The Registrant shall ensure that:

- i. Clean wood is stored in dedicated areas as specified on the Site Plan;

- ii. Clean wood is managed on a first in/first out basis and shall be confined to the areas specifically prepared for such use as designated on the Site Plan;
- iii. Appropriate piles shall not exceed 1,000 cubic yards;
- iv. Piles of unprocessed Clean wood do not exceed twenty-five (25) feet in height and shall be shaped to promote stormwater run-off. For elongated piles, orientation shall be perpendicular to the contours of the ground surface;
- v. Woodchip piles, shall be placed in piles that do not exceed fifteen (15) feet in height and are shaped to promote stormwater run-off. For elongated piles, orientation shall be perpendicular to the contours of the ground surface; and
- vi. A permanent or mobile indicator post is installed or available at the Facility to ensure authorized pile heights are not exceeded;
- vii. **Clean Wood Processing and Woodchip Storage:** Wood chipping and woodchip Storage takes place on base pads that are:
  - A. Constructed of well compacted and well drained material that can support heavy equipment use during all seasons;
  - B. Constructed to provide positive drainage. For elongated piles, piles must be oriented so that the length of the pile runs perpendicular to the contours of the ground surface to promote stormwater runoff; and
  - C. Sloped at 2%-3% and not exceeding 5% to promote drainage and prevent ponding of water;
- viii. A twenty-five (25) foot wide access lane for emergency vehicles surrounds each pile; and
- ix. Fire Suppression:
  - A. The moisture content is maintained above forty percent (40%) within the pile and adequate ventilation is maintained to release heat;
  - B. Unprocessed Clean wood and Processed wood chip piles are monitored on a weekly basis to minimize the potential for spontaneous combustion by:
    1. Locating by temperature, hot spots within the pile. Temperature shall be monitored as close to the internal center of the pile(s) as possible in multiple locations. If temperatures approach 165 degrees Fahrenheit, then the hot spot shall be addressed in accordance with proper emergency response procedures pursuant to Part II.C.1.b.ix.C. of this Appendix; and
    2. Locating vents which could propel a hot spot to a fire and also monitoring for any smoke or burnt smell;
  - C. If spontaneous combustion occurs, immediately contact the appropriate emergency response team (fire, police, etc.). For fires within the pile, the Registrant shall not aerate the pile unless otherwise instructed by the fire department. Under no circumstances should equipment operators climb on top of the pile when a fire is suspected; and
  - D. Proper emergency response procedures for managing fires or other emergencies shall be maintained at the Facility in writing and shall be developed with the input of the local fire department. Such procedures shall be made available for review by the Commissioner.

**c. Processing**

The Registrant shall ensure that:

- i. Clean wood Processing is conducted in area(s) as designated on the Site Plan and such area(s) are located at least 500 feet from any off-site residential building(s). For the purposes of this Appendix, the only Processing of Clean wood at the Facility shall consist of Receipt, Storage, sorting, grinding, chipping, and shredding for the purpose of volume reduction, and transfer from the Facility;
- ii. The Clean wood Processing area(s) consist of base pads constructed in accordance with Condition No. Part II.C.1.b.vii. of this Appendix;
- iii. Processing of Clean wood does not generate noise, dust, fumes, smoke, vibrations or odors higher than their background levels at the Facility property lines; and
- iv. For Clean wood management and chipping activities located on a closed landfill, all appropriate approvals such as "Postclosure Use of Landfill" have been obtained from the Department for the activity prior to starting such activities.

**d. Transfer**

The Registrant shall ensure that any destination to which Clean wood is transferred from the Facility to Markets, Recycling Facilities and/or other Solid Waste Facilities which are authorized to accept and Process Clean wood in accordance with all federal, state and local authorities.

**e. Management of Pest Infested Clean Wood**

The Registrant shall ensure that any Clean wood received is visibly inspected immediately upon Receipt for signs of possible pest infestations including the presence of the Asian Longhorn Beetle and the Emerald Ash Borer.

- i. Signs indicating possible Asian Longhorn Beetle infestation can be found at the CT DEEP webpage: <http://www.ct.gov/deep/alb>;
- ii. Signs indicating possible Emerald Ash Borer infestation can be found at the CT DEEP webpage: <http://www.ct.gov/deep/eab>;
- iii. Any Clean wood suspected of being infested by either the Asian Longhorn Beetle or the Emerald Ash Borer should be identified at the source of generation and managed in accordance with existing quarantine agreements. Such waste shall be managed separately from other types of waste; and
- iv. If signs of infestation are observed:
  - A. Digital photos and careful identification notes shall be provided to the Connecticut Agricultural Experiment Station (Deputy State Entomologist direct phone line: 203-974-8474; e-mail [CAES.StateEntomologist@ct.gov](mailto:CAES.StateEntomologist@ct.gov));
  - B. The infested green waste shall be: segregated from other green waste; marked as segregated; securely stored and kept reasonably intact;
  - C. Any handling activities (chipping; moving) shall be postponed until an investigator from, or designated by, the Connecticut Agricultural Experiment Station, has examined the potentially infested green waste; and
  - D. Any truck load tickets and other documentation of deliveries shall note whether a pest infestation assessment has occurred.

## 2. Leaves and Grass Clippings

### a. Receipt

The Registrant shall ensure that leaves and/or grass clippings are received separated or commingled, but neither shall be commingled with any other Recyclables and Solid wastes. Leaves and grass clippings may be received loose, in paper bags or compostable bags which meet ASTM standard D 6400 for compostability and which have been approved for use by the Recycling or composting facility.

### b. Storage

The Registrant shall ensure that:

- i. Leaves and grass clippings are stored and confined a dedicated area(s) as specified on the Site Plan; and
- ii. The run-off from piles of leaves and grass clippings does not discharge directly into any storm water system or surface water body.

### c. Processing

The Registrant shall ensure that the only Processing of leaves and grass clippings consists of Receipt, Storage, and transfer from the Facility.

### d. Transfer

The Registrant shall ensure that leaves and grass clippings are, at a minimum, transferred once per week to an authorized Recycling or composting facility.

Town of Fairfield Activity		
2016		
January	CARS	
1		
2		
3		
4	96	
5	52	
6	81	
7	106	
8	115	
9	125	
10		
11	107	
12	81	
13	97	
14	21	
15	71	
16	91	
17		
18	57	
19	136	
20	87	
21	87	
22	157	
23		
24		
25	3	
26	2	
27	141	
28	4	
29	6	
30		
31		
Tot. Cars	1,723	
Average Weight	125	
Total	107.69	
<b>Pickup Trucks</b>		
Brush	12.54	
Grass	0	
Large Wood	0	
Leaves	1.3	
Mixed Yard Waste	0	
Stumps	0	
Wood Chips	11.6	
<b>Total</b>	<b>25.44</b>	
<b>Total Residents</b>		<b>133.13</b>
<b>Town of Fairfield Vehicles</b>		
Brush	183.07	
Grass		
Large Wood	67.61	
Leaves	5.75	
Mixed Yard Waste		
Stumps	0.54	
Wood Chips	47.61	
<b>Total</b>		<b>307.38</b>
<b>Residents &amp; Town Vehicles</b>		<b>440.51</b>

Town of Fairfield Activity		
2016		
February	Cars	
1	88	
2	86	
3	53	
4	15	
5		
6		
7		
8	15	
9	9	
10	3	
11	7	
12	22	
13		
14		
15	32	
16	3	
17	25	
18	127	
19	31	
20		
21		
22	142	
23	37	
24	5	
25	43	
26	75	
27		
28		
29	130	
Tot. Cars	948	
Average Weight	100	
Total	47.40	
<b>Pickup Trucks</b>	2	
Brush	6.96	
Grass	0	
Large Wood	0.28	
Leaves	0	
Mixed Yard Waste	0	
Stumps	0	
Wood Chips	35.82	
<b>Total</b>	<b>43.06</b>	
<b>Total Residents</b>		<b>90.46</b>
<b>Town of Fairfield Vehicles</b>		
Brush	82	
Grass		
Large Wood	55.14	
Leaves	26.58	
Mixed Yard Waste		
Stumps	2.97	
Wood Chips	54.18	
<b>Total</b>	<b>220.87</b>	
<b>Residents &amp; Town Vehicles</b>		<b>311.33</b>



Town of Fairfield Activity		
2016		
March	Cars	
	1	118
	2	38
	3	72
	4	13
	5	154
	6	60
	7	
	8	88
	9	
	10	136
	11	125
	12	429
	13	
	14	94
	15	67
	16	132
	17	245
	18	137
	19	333
	20	
	21	54
	22	106
	23	104
	24	125
	25	111
	26	246
	27	
	28	46
	29	176
	30	196
	31	145
Tot. Cars		3,550
Average Weight		125
Total		221.88
<b>Pickup Trucks</b>		<b>3</b>
Brush		15.08
Grass		0
Large Wood		0
Leaves		0.3
Mixed Yard Waste		2.22
Stumps		0
Wood Chips		29.37
<b>Total</b>		<b>46.97</b>
<b>Total Residents</b>		<b>268.85</b>
<b>Town of Fairfield Vehicles</b>		
Brush		94.13
Grass		
Large Wood		68.9
Leaves		3.61
Mixed Yard Waste		2.24
Stumps		0.53
Wood Chips		73.84
<b>Total</b>		<b>243.51</b>
<b>Residents &amp; Town Vehicles</b>		<b>512.36</b>

Town of Fairfield Activity		
2016		
April	Cars	
	1	68
	2	196
	3	
	4	29
	5	94
	6	74
	7	48
	8	128
	9	224
	10	
	11	254
	12	34
	13	142
	14	183
	15	215
	16	355
	17	
	18	305
	19	261
	20	251
	21	207
	22	248
	23	3654
	24	
	25	349
	26	80
	27	132
	28	202
	29	146
	30	559
Tot. Cars		8,438
Average Weight		125
Total		527.38
<b>Pickup Trucks</b>		<b>4</b>
Brush		28.5
Grass		0.1
Large Wood		0.18
Leaves		0
Mixed Yard Waste		3.42
Stumps		0
Wood Chips		70.32
<b>Total</b>		<b>102.52</b>
<b>Total Residents</b>		<b>629.89</b>
<b>Town of Fairfield Vehicles</b>		
Brush		39.54
Grass		
Large Wood		19.16
Leaves		1.57
Mixed Yard Waste		14.69
Stumps		3.81
Wood Chips		62.89
<b>Total</b>		<b>167.66</b>
<b>Residents &amp; Town Vehicles</b>		<b>797.55</b>

Town of Fairfield Activity		
2016		
May	Cars	Trucks
	1	
	2	117
	3	30
	4	69
	5	70
	6	68
	7	201
	8	
	9	309
	10	249
	11	260
	12	259
	13	217
	14	304
	15	
	16	447
	17	123
	18	147
	19	144
	20	214
	21	390
	22	
	23	271
	24	320
	25	132
	26	151
	27	254
	28	394
	29	224
	30	194
	31	
Tot. Cars	5,558	
Average Weight	125	
Total	347.38	
<b>Pickup Trucks</b>	5	
Brush	31.38	
Grass	1.1	
Large Wood	0.86	
Leaves	0.5	
Mixed Yard Waste	3.84	
Stumps	0	
Wood Chips	76.82	
<b>Total</b>	<b>114.5</b>	
<b>Total Residents</b>		<b>461.88</b>
<b>Town of Fairfield Vehicles</b>		
Brush	22.59	
Grass		
Large Wood	42.02	
Leaves	0.37	
Mixed Yard Waste	7.45	
Stumps	1.04	
Wood Chips	26.86	
<b>Total</b>		<b>179.79</b>
<b>Residents &amp; Town Vehicles</b>		<b>641.67</b>

Town of Fairfield Activity		
2016		
June	Cars	
	1	
	2	192
	3	84
	4	364
	5	
	6	177
	7	192
	8	164
	9	162
	10	250
	11	337
	12	
	13	253
	14	227
	15	174
	16	
	17	198
	18	375
	19	
	20	263
	21	93
	22	154
	23	138
	24	208
	25	328
	26	
	27	214
	28	103
	29	97
	30	178
Tot. Cars	4,925	
Average Weight	125	
Total	307.81	
<b>Pickup Trucks</b>	6	
Brush	35.14	
Grass	0.7	
Large Wood	0	
Leaves	0	
Mixed Yard Waste	3.16	
Stumps	0	
Wood Chips	101.09	
<b>Total</b>	<b>140.09</b>	
<b>Total Residents</b>		<b>447.90</b>
<b>Town of Fairfield Vehicles</b>		
Brush	18.2	
Grass	0.33	
Large Wood	7.52	
Leaves		
Mixed Yard Waste	5.27	
Stumps	1.89	
Wood Chips	64.73	
<b>Total</b>		<b>170.25</b>
<b>Residents &amp; Town Vehicles</b>		<b>618.15</b>

Town of Fairfield Activity		
2016		
July	Cars	
	1	211
	2	320
	3	
	4	
	5	404
	6	211
	7	152
	8	106
	9	232
	10	
	11	220
	12	127
	13	140
	14	89
	15	122
	16	376
	17	
	18	345
	19	125
	20	156
	21	124
	22	176
	23	240
	24	
	25	131
	26	69
	27	133
	28	124
	29	44
	30	218
	31	
Tot. Cars		4,595
Average Weight		125
Total		287.19
<b>Pickup Trucks</b>		7
Brush		23.6
Grass		0.16
Large Wood		0
Leaves		0.2
Mixed Yard Waste		3.94
Stumps		0
Wood Chips		81.08
<b>Total</b>		<b>108.98</b>
<b>Total Residents</b>		<b>396.17</b>
<b>Town of Fairfield Vehicles</b>		
Brush		18.92
Grass		
Large Wood		16.6
Leaves		0.25
Mixed Yard Waste		0.95
Stumps		5.83
Wood Chips		60.13
<b>Total</b>		<b>125.97</b>
<b>Residents &amp; Town Vehicles</b>		<b>522.14</b>

Town of Fairfield Activity		
2016		
August	Cars	
	1	371
	2	95
	3	183
	4	152
	5	183
	6	283
	7	
	8	162
	9	135
	10	55
	11	52
	12	82
	13	175
	14	163
	15	
	16	115
	17	95
	18	124
	19	144
	20	293
	21	
	22	196
	23	175
	24	168
	25	194
	26	122
	27	396
	28	
	29	139
	30	127
	31	86
Tot. Cars		4,465
Average Weight		125
Total		279.06
<b>Pickup Trucks</b>		8
Brush		34.46
Grass		0
Large Wood		0
Leaves		0
Mixed Yard Waste		3.08
Stumps		0
Wood Chips		136.47
<b>Total</b>		<b>174.01</b>
<b>Total Residents</b>		<b>453.07</b>
<b>Town of Fairfield Vehicles</b>		
Brush		62.01
Grass		
Large Wood		60.29
Leaves		
Mixed Yard Waste		
Stumps		3.27
Wood Chips		79.89
<b>Total</b>		<b>221.59</b>
<b>Residents &amp; Town Vehicles</b>		<b>674.66</b>

Town of Fairfield Activity		
2016		
September	Cars	
	1	
	2	186
	3	311
	4	
	5	
	6	185
	7	99
	8	123
	9	108
	10	238
	11	
	12	217
	13	118
	14	108
	15	103
	16	126
	17	245
	18	
	19	25
	20	68
	21	100
	22	111
	23	164
	24	231
	25	
	26	211
	27	61
	28	111
	29	67
	30	81
Tot. Cars		3,397
Average Weight		125
Total		212.31
<b>Pickup Trucks</b>		9
Brush		42.14
Grass		0
Large Wood		0
Leaves		0
Mixed Yard Waste		2.14
Stumps		0
Wood Chips		445.43
<b>Total</b>		<b>489.71</b>
<b>Total Residents</b>		<b>702.02</b>
<b>Town of Fairfield Vehicles</b>		
Brush		13.3
Grass		
Large Wood		65.95
Leaves		7.66
Mixed Yard Waste		
Stumps		3.45
Wood Chips		161.35
<b>Total</b>		<b>260.71</b>
<b>Residents &amp; Town Vehicles</b>		<b>962.73</b>

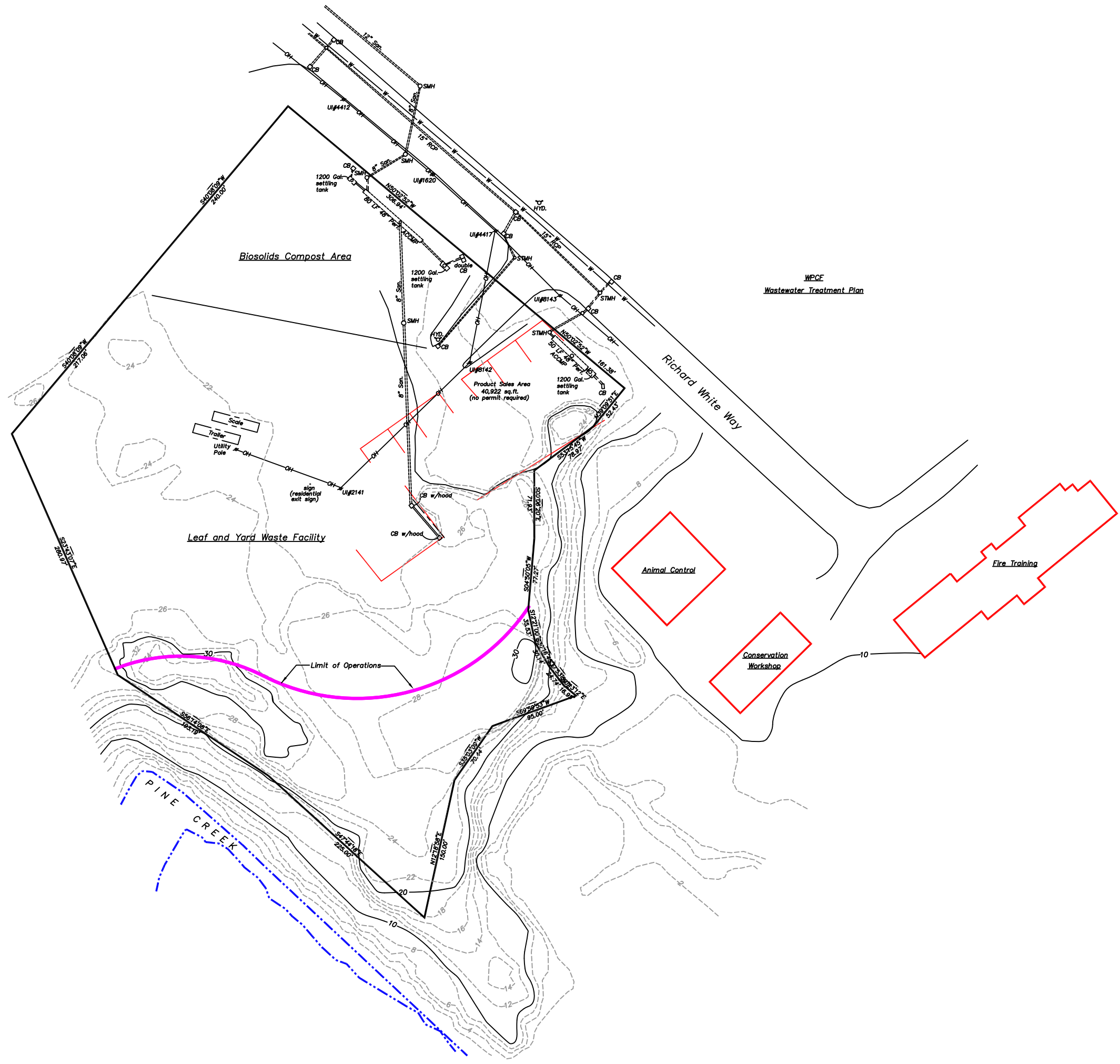
Town of Fairfield Activity		
2016		
October	Cars	
	1	156
	2	
	3	169
	4	130
	5	127
	6	119
	7	168
	8	185
	9	
	10	141
	11	215
	12	112
	13	116
	14	121
	15	235
	16	
	17	215
	18	216
	19	124
	20	144
	21	97
	22	57
	23	
	24	240
	25	174
	26	201
	27	83
	28	91
	29	18
	30	
	31	365
Tot. Cars		4,019
Average Weight		125
Total		251.19
<b>Pickup Trucks</b>		10
Brush		54.02
Grass		0.24
Large Wood		0
Leaves		11.62
Mixed Yard Waste		5.08
Stumps		0
Wood Chips		298.39
<b>Total</b>		<b>369.35</b>
<b>Total Residents</b>		<b>620.54</b>
<b>Town of Fairfield Vehicles</b>		
Brush		8
Grass		
Large Wood		158.01
Leaves		81.91
Mixed Yard Waste		19.61
Stumps		2.34
Wood Chips		82.18
<b>Total</b>		<b>361.05</b>
<b>Residents &amp; Town Vehicles</b>		<b>981.59</b>

Town of Fairfield Activity		
2016		
November	Cars	
	1	164
	2	188
	3	153
	4	201
	5	399
	6	139
	7	283
	8	182
	9	79
	10	150
	11	183
	12	369
	13	193
	14	377
	15	21
	16	155
	17	184
	18	252
	19	607
	20	128
	21	144
	22	173
	23	277
	24	
	25	192
	26	223
	27	145
	28	242
	29	79
	30	22
Tot. Cars		5,904
Average Weight		125
Total		369.00
<b>Pickup Trucks</b>		11
Brush		13.14
Grass		0
Large Wood		0
Leaves		113.5
Mixed Yard Waste		1.78
Stumps		0
Wood Chips		211.03
<b>Total</b>		<b>339.45</b>
<b>Total Residents</b>		<b>708.45</b>
<b>Town of Fairfield Vehicles</b>		
Brush		10.82
Grass		0.33
Large Wood		54.39
Leaves		177.04
Mixed Yard Waste		7.53
Stumps		0.49
Wood Chips		46.54
<b>Total</b>		<b>300.89</b>
<b>Residents &amp; Town Vehicles</b>		<b>1,009.34</b>

Town of Fairfield Activity		
2016		
December	Cars	
	1	102
	2	180
	3	319
	4	177
	5	125
	6	115
	7	58
	8	85
	9	100
	10	222
	11	77
	12	38
	13	138
	14	114
	15	164
	16	60
	17	
	18	
	19	37
	20	26
	21	35
	22	50
	23	51
	24	
	25	
	26	
	27	77
	28	81
	29	36
	30	
	31	
Tot. Cars		2,467
Average Weight		125
Total		154.19
<b>Pickup Trucks</b>		12
Brush		7.9
Grass		0
Large Wood		0.1
Leaves		55.68
Mixed Yard Waste		0.8
Stumps		0
Wood Chips		141.65
<b>Total</b>		<b>206.13</b>
<b>Total Residents</b>		<b>360.32</b>
<b>Town of Fairfield Vehicles</b>		
Brush		6.74
Grass		
Large Wood		15.19
Leaves		191.62
Mixed Yard Waste		1.51
Stumps		1.14
Wood Chips		52.58
<b>Total</b>		<b>345.2</b>
<b>Residents &amp; Town Vehicles</b>		<b>705.52</b>



Location Map



WPCF  
Wastewater Treatment Plan

Richard White Way

Leaf and Yard Waste Facility

Biosolids Compost Area

Animal Control

Conservation Workshop

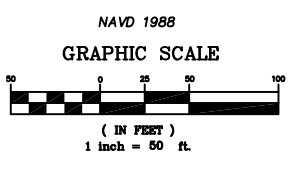
Fire Training

Limit of Operations

PINE CREEK

- Stackoles
- Residential – brush, leaves, grass
  - Commercial – mixed organics
  - Commercial – logs & large wood
  - Woodchips
  - Tree stumps
  - Ground residential mulch

A copy of the SWPPP for the entire lease area site to be located at the trailer.



Town of Fairfield  
Dept. of Public Works



Leaf and Yard Waste Facility  
Richard White Way  
Fairfield, CT

DRAWN BY: juls  
DATE: May 4, 2017  
SCALE: 1"=50'

CHK'D BY: J.M.  
FILE NO:  
MAP NO: 3459



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3040  
FAX (203) 256-3080

## RFP #2017-78 Request for Proposals Leaf and Yard Waste Facility

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted June 7 2017

SEALED SUBMISSIONS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Respondent:

Harvest New England, LLC  
Doing Business As (Trade Name)

232 Colt Highway  
Address

Farmington, CT 06032  
Town, State, Zip

Chris Field, Vice President  
(Mr/Ms) Name and Title, Printed

Signature

(860) 674-8855 (860) 677-0067  
Telephone Fax

cfield@harvestpower.com  
E-mail

Michael Peter  
First Selectman

Paul J. Foley  
Director of Purchasing

05-12-2017  
Date

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00pm, Wednesday, 7th June, 2017**

To provide labor, materials, equipment and all else necessary for the operation of the Town's Leaf and Yard Waste Facility as detailed in the attached request for proposal requirements.

### NOTES:

1. Respondents are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their proposal submission
2. No proposal submission shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposal submissions are to be submitted in a sealed envelope and clearly marked "BID #2017-78" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Proposal submissions are not to be submitted with plastic binders or covers, nor may the proposal submission contain any plastic inserts or pages.

# PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, Harvest New England, LLC have received the following contract documents,

1. BID Document #2017-78,
2. Posted addenda numbered 1 thru 2, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my proposal. I shall supply all labor, equipment, tools and related materials required for the operation of the Town of Fairfield Yard Waste Facility as required by the bid documents.

Chris Field  
Printed Name of Authorized Representative

Vice President  
Title

  
Signature

June 5, 2017  
Date

The Town has the right to add or remove items and/or quantities from this RFP. Unbalanced proposal submissions will not be accepted. The Town of Fairfield reserves the right to award the project:

- a) To more than one Respondent, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single Respondent, at the sole and absolute discretion of the Town, who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

## CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security.**

The Respondent hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Chris Field, Vice President  
Name and Title of Authorized Representative (Printed)

  
Signature

June 5, 2017  
Date





## Yard Waste Management Proposal



June 7, 2017

Harvest New England, LLC  
232 Colt Highway  
Farmington, CT 06032

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Harvest New England's Ellington Facility

## A. EXECUTIVE SUMMARY

Harvest New England, LLC  
232 Colt Highway  
Farmington, CT 06032

TIN/EIN: 45-5587027

Harvest New England's sole business is the processing of organic waste and the marketing of landscape products. We have been operating in Connecticut since 1993. Over our nearly 25 years of business, we have learned much about processing yard waste and the operation of municipal facilities. We have been operating the Town's yard waste facility for the past ten years. We are proud of the progress that we have made in operating the facility, and look forward to continuing to improve the facility.

When we assumed responsibility for the Town's yard waste facility, we identified a number of priorities:

1. Safety
2. Convenience for residents
3. Convenience for contractors dropping off material
4. Handling and screening of bio-solids compost
5. Preparation of proper bulking agent
6. Compliance with environmental permits and regulations
7. Site appearance and organization
8. Production of marketable products
9. Efficiency of operation

During our stewardship, we made several changes to the site operation that improved the facility in all of these areas. In particular:

Increased staffing and equipment. We increased staffing and added additional equipment. Since 2007 we have had a 1,000hp Morbark 6600 horizontal grinder on-site virtually full time. This has allowed us to keep up with grinding incoming material, even in the aftermath of Tropical Storm Irene and the 2010 winter storm. It also ensures that we are able to provide sufficient quantities of high quality bulking agent in a timely manner. Multiple reliable payloaders mean that we are always able to load the bulking agent into Town trucks as needed. The same double ground material used for bulking agent is made available to residents for pick-up at no charge. The material is consistent and always available. We utilize proprietary scale software, which reduces transaction time for customers going over the scale.

Improved layout. We changed the layout of the facility. Residents in passenger vehicles now have a separate lane and no longer have to wait for the scale. We installed an automatic counter to keep track of the number of cars entering the facility. These changes have massively reduced waiting times and eliminated traffic issues on One Rod Highway and Reef Road. The facility is re-graded on a regular basis to reduce ponding and mud. Our payloaders are all equipped with boom suspension. Boom suspension dampens bucket movements reducing material spillage – increasing site cleanliness. We use high-tip buckets to load material into walking floor trailer that eliminates the need for a loading ramp and loader travel to the ramp. Since we are able to load material directly from stockpiles loading is faster, and site congestion is reduced.

We are pleased with our progress thus far and look forward to working with the Town in the future to further improve the facility.

- B. Business History. Harvest New England, LLC, a Delaware limited liability company, and its subsidiary, GreenCycle of Connecticut, Inc., a Connecticut corporation (collectively the “Company” or “Respondent”) currently operates four yard waste processing sites in the State of Connecticut. The Company has been in continuous operation since 1994. Originally incorporated as GreenCycle of Connecticut, Inc., the company was purchased by Harvest New England, LLC in 2012. Harvest New England, LLC is a wholly-owned subsidiary of Harvest Power, Inc.

The main processing site is located in Ellington and was opened in 1994. The Company moved to the Farmington facility in 2005. The Company has been providing full service contract operations (yard waste management) to municipalities since 1995. The Company operated the Town of West Hartford’s yard waste facility from 1995 to 2004 and has been operating the Town of Fairfield’s facility since 2006. The Company has been operating the Town of Wallingford’s facility since 2014, and previously operated that facility from 1999 through 2009.

A current balance sheet for the Company has been included as Appendix D to this submission. The Company has the financial ability to purchase new equipment as needed. We currently have two Volvo L90 payloaders which are used exclusively in Fairfield along with a Volvo L50. The Company also purchased a Morbark 6600 horizontal grinder that is in Fairfield virtually full time (it is moved to Farmington for maintenance periodically). In 2013 the Company purchased a new Morbark 1300B tub grinder which moves between sites and acts as an essential backup to our Morbark 6600. In 2010, we added a Hitachi EX270 LC-5 excavator equipped with a shear for processing stumps, which is shared among the four yard waste processing sites.

- C. No Selectman or other Officer, employee, or person who is payable in whole or in part from the Town has, nor ever has had any direct or indirect personal interest in the Respondent.
- D. Neither the Respondent, nor any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance.
- E. The Respondent has never been terminated, fired, or replaced on any project prior to completion.
- F. The Company anticipates using Snow’s Farm and My Daughter’s Trucking as subcontractors.
- G. References are included after the subcontractor list.

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company Snow's Farm Fed ID # 20-8709446  
Contact Person Irv Snow Title Principal  
Company Address 550 Sport Hill Rd, Easton, CT Phone (203) 261-2020  
Trade Leaf Hauling Email irv@snowsfarm.com  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #2:**

Name of Company My Daughter's Trucking Fed ID # 05-633566  
Contact Person Maria Galton Title Principal  
Company Address 434 Courtland Ave, Stamford, CT Phone (203) 325-0007  
Trade Leaf Hauling Email mydaughterstrucking@yahoo.com  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**

**REFERENCES**

Provide reference details of most recent similar scope projects performed.

**REFERENCE #1:**

Name of Company Town of Fairfield Phone (203) 256-3024  
Contact Person Mike Zembruski Cell \_\_\_\_\_  
Company Address 725 Old Post Road, Fairfield Email mzembruski@town.fairfield.ct.us  
Project, Location, & Date Completed Fairfield Yard Waste Facility - currently in operation

**REFERENCE #2:**

Name of Company Town of Wallingford Phone (203) 294-2105  
Contact Person Henry McCully Cell \_\_\_\_\_  
Company Address 29 Town Farm Road, Wallingford, CT Email solidwaste@wallingfordct.gov  
Project, Location, & Date Completed Wallingford Yard Waste Facility - currently in operation

**REFERENCE #3:**

Name of Company Town of Newington Phone (860) 667-5810  
Contact Person Rob Hilman Cell (860) 833-1854  
Company Address 131 Cedar Street, Newington Email RHilman@NewingtonCT.Gov  
Project, Location, & Date Completed Ongoing Contract

**REFERENCE #4:**

Name of Company Town of Manchester Phone (860) 647-3244  
Contact Person Ken Longo Cell (860) 463-3512  
Company Address 41 Center Street Email klongo@ci.manchester.ct.us  
Project, Location, & Date Completed Ongoing Contract

**REFERENCE #5:**

Name of Company Town of Hamden Phone (203) 287-2600  
Contact Person Joe Colello Cell (203) 619-4052  
Company Address 1125 Shepherd Ave Email Jcolello@Hamden.com  
Project, Location, & Date Completed \_\_\_\_\_



## Harvest New England (Previously GreenCycle of Connecticut)

### Municipal Services Customers:

#### Connecticut:

Town of Wallingford – Site Management, Yard Waste Disposal, Windrow Turning – Henry McCully (203) 294-2105

Town of Fairfield – Facility Management, Yard Waste Disposal – Mike Zembruski (203) 256-3024

Town of Cromwell – Grinding - Carl Townsley (860) 632-3470

City of Hartford - Grinding, Yard Waste Recycling – Marylinn Cruz-Aponte (860) 757-9962

Town of Windsor Locks - Windrow Turning, Grinding, Product Marketing - Kirk Monstream (860)-627-1405

City of New Britain – Grinding, Yard Waste Disposal – Jack Pieper (860) 826-3402

City of Bristol

Grinding, Windrow Turning, Screening, Compost Marketing

City of Hartford

Grinding, Yard Waste Removal

City of New Britain

Grinding, Yard Waste Removal

City of New Haven

Grinding, Yard Waste Removal, Screen Rental

City of Waterbury

Grinding, Yard Waste Recycling

City of West Haven

Grinding, Screen Rental

Town of Branford

Grinding, Windrow Turning, Screen Rental, Yard Waste Recycling

Town of Burlington

Grinding

Town of Colchester

Grinding

Town of Coventry

Grinding

Town of Cromwell

Grinding

Town of Deep River

Grinding

Town of East Hampton

Grinding

Town of East Haven

Grinding, Screen Rental

Town of East Lyme

Grinding

Town of East Windsor

Yard Waste Recycling

Town of Ellington

Yard Waste Recycling, Grinding

Town of Enfield

Grinding, Yard Waste Recycling



Town of Fairfield	Yard Waste Site Management
Town of Farmington	Grinding, Compost Marketing
Town of Guilford	Grinding
Town of Glastonbury	Grinding, Windrow Turning
Town of Haddam	Grinding
Town of Hamden	Grinding, Yard Waste Removal
Town of Hebron	Grinding
Town of Ledyard	Grinding
Town of Madison	Grinding
Town of Mansfield	Grinding
Town of Montville	Grinding
Town of Marlborough	Grinding
Town of Newington	Grinding, Yard Waste Removal
Town of Newtown	Grinding
Town of North Kingston RI	Grinding
Town of North Stonington	Grinding
Town of Norwich	Grinding
Town of Old Lyme	Grinding
Town of Plymouth	Grinding
Town of Portland	Grinding
Town of Prospect	Grinding
Town of Sharon	Grinding
Town of Southington	Grinding, Compost Marketing
Town of Somers	Grinding
Town of Sprague	Grinding
Town of Stafford	Grinding
Town of Stonington	Grinding
Town of Tolland	Grinding
Town of Union	Grinding
Town of Vernon	Yard Waste Removal, Windrow Turning
Town of Warren RI	Grinding
Town of Wallingford	Yard Waste Facility Site Management
Town of Watertown	Grinding
Town of West Hartford	Yard Waste Facility Site Management
Town of Westbrook	Grinding
Town of Winchester	Grinding
Town of Windsor	Windrow Turning
Town of Windsor Locks	Windrow Turning, Grinding, Screening, Compost Marketing
Town of Woodbridge	Grinding
Town of Woodbury	Grinding

*Note – not all customers are currently active.  
Please keep this list confidential*

## **H. STATEMENT OF QUALIFICATIONS**

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1. Respondent's business was established in 1993. The Company has been operating yard waste processing facilities since its inception.
2. Reference Facility:

The Company has been operating the Town of Fairfield's yard waste facility since 2006. Operation of the facility includes the following:

  - a. Receiving material from Residents, Contractors, and the Town.
    - i. The Company is responsible for verifying the eligibility of residents to use the facility
    - ii. Ensuring that material delivered to the site is free of debris and contaminants
    - iii. The facility is capable of accepting material from over 600 cars and 200 contractors in one day. This has been accomplished without creating a line which backs up onto Richard White Way. The Company has made significant investment in IT which enables us to optimize traffic flow through the facility
  - b. Processing and removal of leaves and yard waste delivered to the facility:
    - i. Leaves and grass are transferred to a permitted facility. In 2016 approximately 3,500 tons.
    - ii. Mixed yard waste is ground and transferred to a permitted facility. In 2010 approximately 4,800 tons.
  - c. On-site processing of brush, logs, and stumps
    - i. Material Stockpiling
    - ii. Grinding of brush with Company's Morbark 6600 and/or Morbark 1300B
    - iii. Shearing of stumps and large logs with Company's Hitachi 270LC Excavator.
    - iv. Secondary Grinding of a portion of the material to produce mulch which is marketed from the site.
    - v. Secondary grinding of wood chips to meet the Town's specification for bulking agent for the Town's composting facility. Approximately 10,000 yards are produced annually.
  - d. Removal of processed and unprocessed material to an approved location for recycling.
  - e. Bulk Sales Yard
    - i. The Company markets bulk landscape materials from the facility to residents and contractors.

Contact Information:  
Mike Zembruski (203) 256-3024  
725 Old Post Road  
Town of Fairfield  
Fairfield, CT 06824

### 3. Odor Control

The Company has been operating yard waste facilities in Connecticut for seventeen years. We believe this is a testament to our ability to operate our facilities in a way that does not disturb or annoy our neighbors. Proper odor control and mitigation is critical to our success. We've adopted the following 'Best Practices' in Fairfield to mitigate odor:

- Screen biosolids as quickly as possible upon arrival onsite (not weeks, or whenever convenient)
- Mix odor causing yard waste (such as grass) thoroughly with other bulky, carbon rich feedstocks
- Haul out odor causing materials quickly
- Eliminate standing water, mud, and puddles as much as possible
- Pay close attention to wind direction. Biosolids screening will always have some odor, so we must be aware of wind direction

### 4. Experience Handling Yard Waste in Connecticut

#### **Harvest New England / Thompson Farm**

Ellington, Connecticut

- Year Started – 1994-present
- Acreage – 18.0
- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Yard Waste Composting, Food Waste Composting, Brush Grinding, Mulch Manufacturing, Soil Blending, Wholesale Bulk Materials Sales

#### **Harvest New England Wallingford**

Wallingford, Connecticut

- Year Started – 1994-2008, 2014 - Present
- Acreage – 4.0
- Municipal Site Management – including management of residential drop-off
- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Yard Waste Composting, Brush Grinding, Mulch Manufacturing, Retail Bulk Landscape Materials Sales

#### **Harvest New England Farmington**

Farmington, Connecticut

- Year Started – 2006-present
- Acreage – 6.4

- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Brush Grinding, Yard Waste Transfer, Mulch Manufacturing, Retail Bulk Landscape Materials Sales

**Harvest New England West Hartford**

West Hartford, Connecticut

- Year Operated – 1995-2004
- Acreage – 8.8
- Municipal Site Management – including management of residential drop-off
- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Yard Waste Composting, Brush Grinding, Mulch Manufacturing, Retail Bulk Landscape Materials Sales

5. Biosolids Experience

The Company has been successfully handling the Town’s biosolids compost for the five years. Protocols were established which have eliminated odor complaints. In addition, the Company has a proven ability to produce bulking agent that meets the Town’s specifications.

6. Yard Waste Hauling Experience

The Company has extensive experience hauling to remote sites for processing. We have completed numerous yard waste removal projects for municipalities. Recent projects include the following:

Municipality	Date	Description
City of New Britain	2002-2017	Brush Grinding & Leaf Removal
Town of Vernon	2013-2017	Leaf Removal
Town of Newington	2006-2017	Brush Grinding & Leaf Removal
Town of Manchester	2009-2017	Brush Grinding & Removal, Compost Processing and Marketing
City of Hartford	2007-2017	Leaf Removal & Brush Grinding & Removal

Available Hauling equipment:

	Year	Mfg	Type	GVW	Vin
1	2012	Kenworth	Tractor	80,000	1XKDD49X4CJ334659
3	2012	Kenworth	Tractor	80,000	1XKDD49X0CJ334660
4	2002	Freightliner	Dump Truck	76,500	1FV4TWEBXYHB94787
5	2004	Rhodes	Trailer		1A9AD19SXP432244

6	2006	Trinity	Trailer		IT9SC45276B656205
7	2008	Trinity	Trailer		1T9SC482XAB656073
9	2008	Peterbilt	Dump Truck	76,500	1NPSLUEX48N732569

7. Access to Licensed Facilities

Adequate permitted capacity to accept all of the Town's yard has been secured. Harvest New England / GreenCycle operates the Thompson Farm Volume Reduction Plant in Ellington Connecticut. The facility is authorized to accept 45,000 tons of woody waste and 43,500 tons of compostable material annually. In addition we have made exclusive arrangements with Snow's Farm in Easton to accept material from the Fairfield facility. We have included copies of permits and agreements in Appendix C.

8. Ongoing Technical Services

The Company's employees have extensive experience operating yard waste facilities and have the ability to provide technical support as needed. This extends to the handling of the bio-solids compost and the preparation of the bulking agent. Chris Field, Vice President of Harvest New England was General Manager of Earthgro's Lebanon, CT facility where the IPS in-vessel composting system was developed. The Company also expects to draw upon the expertise of Agresource for issues relating to the bio-solids. The Company uses Wright-Pierce of Tompsham, Maine as our consulting environmental engineers.

9. Compliance with Regulations.

The Company has number of employees who are Licensed Transfer Station Operators. Certification is included in Appendix C. It is our understanding that Agresource will be handling the distribution of the biosolids compost.

10. Public Weigher License

Registration # DEV.0009714 has been included in Appendix C.

## **I. OPERATING PLAN**

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### **1. Overview**

Harvest New England, LLC operates the Landscape Service Center at the Fairfield yard waste facility with the highest priority placed on sound environmental practices and professional management and appearance. We inspect, accept, and process all clean wood and yard waste delivered to the facility. The bulk of the material is transferred to our facility in Ellington, or to other permitted facilities. We also manufacture and distribute material onsite (including compost amendment and biofilter). Each town resident with a sticker will be allowed take up to 3 cubic feet of double ground chipper chips each visit.

Harvest New England does not compost on this site. All compostables will be transferred to a permitted compost facility.

#### **Hours of Operation**

- |   |                  |                    |
|---|------------------|--------------------|
| • December 16 <sup>th</sup> – February 29 <sup>th</sup> | Monday-Friday    | 8:00 am- 3:00 pm   |
| • March 1 <sup>st</sup> – October 31 <sup>st</sup>      | Monday-Friday    | 7:00 am – 4:00 pm  |
|   | Saturday         | 7:00 am – 12:00 pm |
| • November 1 <sup>st</sup> – December 15 <sup>th</sup>  | Monday- Saturday | 7:00 am – 5:00 pm  |
|   | Sunday           | 9:00 am – 3:00 pm  |

The site will be closed on State and Federal Holidays.

### **2. Management and Staffing**

Harvest New England has the most experienced team of yard waste facility operators and managers in Connecticut. Wood and yard waste recycling is our only business, and we take great pride in our abilities. Full-time employees average 9 years with the company. Our exceptionally low turnover rate is one of our greatest strengths. Our employees are familiar with our customer service, procedures and equipment. We have included below the résumés of Harvest New England's management.

#### **Management Team:**

##### **J. Christopher Field Vice-President and General Manager**

Mr. Field is an experienced solid waste management professional with over fifteen years experience in organic waste handling. The diversity of his involvement with all aspects of organic waste management and years of hands-on involvement has lead to his development as a leading authority regarding the practical issues involved in organic waste processing, composting, and marketing. Mr. Field has been responsible for compost facility development and operation

including the completion of feasibility studies, facility designs, permitting, securing material supply, production scheduling, inventory control, product packaging, marketing and sales. Through his years of related experience, he has managed composting facilities with annual throughputs of 60,000 to 120,000 tons, oversight of up to 50 employees, and revenues of more than \$7 million per year. Mr. Field's professional skills include project development and implementation including data analysis, financial modeling, feedstock and finished material marketing, and contract negotiation. He has been directly involved in projects that have composted the following materials: leaf, grass, and yard waste, manure, sawdust, agricultural by-products, and food waste.

**Related Experience:**

**Vice-President and General Manager Harvest New England of the Northeast, Farmington, Connecticut 1995 – Present**

Mr. Field is involved in the management of Harvest New England's three yard waste processing facilities in Connecticut. In addition he lends his expertise to other Harvest New England companies.

**Partner, WoodSpring Associates, Noank, Connecticut 1993 - 1995**

Partner and co-founder of this compost consulting and marketing firm developing projects throughout the Northeast.

**Vice-President of Compost Services, EarthGro Inc., Lebanon, Connecticut and East Moriches, Long Island, New York; 1991-1993**

Actively involved in the establishment of the EarthGro Snow's Farm facility in Easton, Connecticut. Responsibilities included permitting, securing material supply, and site management of EarthGro's Lebanon facility, and as interim General Manager of the East Moriches facility. East Moriches had a throughput of 60,000 tons of mixed yard wastes. Lebanon had a throughput of 120,000 tons of mixed yard waste, agricultural waste and source separated food wastes, including produce market waste, sugar processing waste, cranberries, shellfish waste, potato wastes, molasses, and gelatin residuals.

**General Manager, EarthGro Compost Services (ECS), Lebanon, Connecticut 1989-1991**

Founded this division of EarthGro Inc. in order to develop organic waste composting operations for a broader range of materials from both public and private sources. The successful expansion into food wastes utilized an agitated bed in-vessel composting technology with a throughput of approximately 60,000 tons per year of food wastes. Responsibilities included securing material supply contracts, material transportation, development of processing protocols, development of computer software to prescribe material mixes to produce the optimum balance of Carbon:Nitrogen, moisture and porosity. Assumed General Management responsibilities for the entire Lebanon site during conversion from local agricultural products to new products mix. Also developed the ECS mobile

compost site management service providing site remediation, design, permitting, processing management and windrow turning services.

**General Manager, EarthGro Inc. Lebanon Facility, Lebanon, Connecticut 1987-1989**

Responsible for management of the composting process, as well as the packaging and distribution of the finished compost. Input materials included: chicken, cow and horse manure; spent mushroom compost; and sawdust. The facility employed outdoor windrow composting using mechanized windrow turners and wheel loaders.

**Assistant General Manager, EarthGro Inc. Lebanon, Connecticut; 1986-1987**

Responsibilities included the management of product distribution and production scheduling.

**Education and Training:**

BA, Economics, Harvard College, Cambridge, Massachusetts, 1980

**David J. Hitchcock**

**Senior Vice President**

Mr. Hitchcock serves as Senior Vice President, Organics East & Corporate Operations, for Harvest Power, Inc., the parent company of Harvest New England, LLC. In this role he leads all East Coast organic processing operations while managing essential corporate functions such as human resources, safety, communications, government and regulatory affairs and information technology. In 2008, David retired at the rank of Lieutenant Colonel from the US Marine Corps. An F/A-18 Hornet pilot, his career spanned a variety of functional responsibilities, including operations, aircraft maintenance, training, strategic planning, logistics, and culminated with squadron command. Assignments included tours in Asia, Europe, the Pentagon, and combat service in both Iraq and Afghanistan. Since leaving active duty, David has held leadership positions in two early-stage clean technology companies. Immediately prior to Harvest Power, Inc., David established the Washington, DC office of Virent, a biofuels and biochemicals company, and was responsible for government affairs, external relations, marketing, and domestic and international business development efforts. Prior to Virent, David was an executive with Next Autoworks where he led the company's plant site selection team as well as governmental affairs efforts at federal, state and local levels. Additionally, he supervised operational planning for Next Autoworks' first manufacturing facility and led their public relations and human resource management functions.

**Education and Training:**

BS, Political Science, United States Naval Academy; MA, Naval War College.



**Ryan Kelly**  
**Site Manager, Fairfield Facility**

Ryan has been the manager of the Fairfield facility since 2016. He is in charge of the day-to-day operation of the site. His responsibilities include supervising site operators, site safety and cleanliness, and scheduling of material delivery and removal. Prior to joining Harvest New England, Ryan managed Seacoast Farms Compost in Fremont, NH.

**Education and Training:**  
University of New Hampshire, BS Kinesiology

CT DEP Licensed Transfer Station Operator

### **3. Site Staffing Plan**

Harvest New England will staff the site as follows:

Site Manager (one)

Harvest New England employs a full time manager responsible for day to day site operations. The site manager supervises employees, schedules production, and interacts with customers and residents

Equipment Operators (two)

Equipment operators are responsible for payload operation and maintenance. They inspect and move incoming material, bring material to and take it away from the grinder, and load out trucks. One of the equipment operators has been trained to manage scale operations to back up the scale operator.

Grinder Operator (one)

Harvest New England has a number of skilled grinder operators, one of which has been assigned to the site. Harvest New England's grinder operators are well versed in the maintenance of the machines. Their diligence is largely responsible for Harvest New England's success at mobile grinding.

Scale Operator (one)

The scale operator is a CT DEEP certified transfer station operator. The scale operator is the primary contact with customers and residents. The scale operator is responsible for communicating facility rules in a polite and respectful manner.

Customer Service Manager (one)

The customer service manager answers the phone and assists walk-in customers.

Laborers (part time, numbers as needed)

The laborers' primary function is maintaining product quality and traffic flows during heavy traffic times. The laborers inspect all loads for contaminants as they are delivered. While they will assist in removing contaminants, we hope their presence will deter customers from bringing contaminants to the site (for commercial customers, after several instances we will begin either fining the customer or rejecting the loads based on the situation). In addition, the laborers assist in site cleanliness such as weed control, litter removal etc.

Harvest New England expects every employee to act as a customer service representative. Our employees are expected to be helpful and courteous regardless of the situation.

#### **4. Equipment to be used on-site**

##### Permanent Equipment

- 2 - Volvo L90 Wheel Loader equipped with interchangeable buckets:
  - 6.5 Cubic yard high-tip for loading Walking floor trailers
  - 4.0 Cubic yard grapple for handling brush
- 1- Volvo L50 Wheel loader equipped with interchangeable buckets:
  - 4.0 Cubic yard grapple for handling brush
  - 1.0 Cubic yard bucket for loading material
- 1 – Morbark 6600 Wood Hog. 1000 HP horizontal grinder.

##### Shared Equipment

- Hitachi 270LC excavator equipped with a shear for processing stumps
- Morbark 1300B Grinder. 860 HP Tub Grinder
- Various Volvo L90 loaders in the Harvest New England system

#### **5. Transition Period**

Because Harvest New England is the existing vendor and is already present at the site, there will be no transition period and no need for a transition plan.

#### **6. Site Operations**

##### *Acceptance and Weighing*

##### General Rules

Harvest New England reserves the right to reject any vehicle with unacceptable loads. This includes Town vehicles. Examples include loads that cannot be cleaned (for example, leaves mixed with garbage and Styrofoam 'peanuts'). We make every effort to train/educate customers regarding our contamination policy.

Harvest New England will not help unload vehicles with our equipment.

#### Commercial Vehicles

All commercial vehicles will be directed to the scale where loads will be inspected and weighed. Commercial vehicles will be directed to the proper commercial dump area. Harvest New England will keep record of all loads, weights, and material delivered for five years. All commercial vehicles must have a Fairfield solid waste permit.

#### Residential Vehicles

For safety purposes, residential customers will be directed to a separate dumping area. We maintain this area for minimum hassle and maximum cleanliness.

##### Autos

Residential autos are checked for the required town sticker. They are not weighed. For record keeping, we calculate that cars are carrying 100 -125 pounds of material. In order to reduce waiting time, residents in autos do not go over the scale and instead use a parallel route

##### Trucks and Autos with Trailers

These vehicles must stop on the scale for inspection and weighing. Harvest New England will keep records of all loads, weights, and material delivered for five years. Vehicles containing more than 500 pounds will be charged commercial rates.

#### **Site Layout and Processing**

The site will be laid out according to the map in Appendix A.

#### ***Incoming Material Storage***

Incoming material will be separated into five separate piles. Each pile will have a sign indicating its contents:

Contractor Logs, Stumps

Contractor Brush

Contractor Mixed Yard Waste

Residential Mixed Yard Waste

Residential Brush

#### ***Processing***

##### 1. Primary Grinding

All logs, brush, and stumps, are ground using a 1000 HP Morbark 6600 Horizontal grinder. The grinder produces on average 40 tons per hour.

The grinder is set up either on the side or back of the piles to minimize traffic problems, and maximize safety. Hardhats are required for all personnel working in or around the grinders. Traffic will be kept at a safe distance.

2. Secondary Grinding

Some of the 'first grind' material will be reground to make mulch for sale at the Fairfield facility, or to make biosolid compost amendment.

3. Loading and Hauling

Much of the material received at the facility is loaded in our trucks for delivery to either our Ellington site or Snow's Farm in Easton. All truck loading is performed with a 6.5 yard 'high-tip' bucket, which enables us to load trailers from the ground. This allows us to locate trucks directly next to the proper pile to minimize traffic safety problems and loading times. Any materials with a potential for odor will be hauled out within seven days of arrival.

4. Compost Amendment

To the extent it is possible, we manufacture all compost amendment on-site with available materials. If necessary, we bring in clean chips for the amendment. We will ensure that the amendment provided will meet the specifications in every way. Should we have any equipment failures that jeopardize our ability to supply the amendment, we will manufacture the material in Ellington until the problem is rectified. Amendment will be loaded in Town trucks by a Harvest New England wheel loader during normal working hours.

5. Biosolids

Biosolids will be screened promptly, and no later than three days of delivery to the site. This will reduce the possibility of odors. Screened biosolids will be stockpiled in appropriately labeled piles for curing

**Landscape Product Sales Area**

Harvest New England will utilize the current product sales area.

We have arranged the traffic pattern so that vehicles go through the site in a counter clockwise direction

**Odor Control**

Our first line of defense against odor is proper handling and management. Grassy materials are blended with a carbon source to minimize odor. All potentially odiferous incoming materials are shipped out within seven days. Site preparation and maintenance is also crucial: mud and puddles tend to cause odors. We maintain a solid and level site.

We have not found it necessary to employ a misting system when screening biosolids. Timely screening of the material reduces the potential for odors.

### **Fire Prevention**

The following protocols will be used:

#### Basic

1. No Smoking is allowed on site.
2. Grinders will be cleaned daily to ensure that there is not a build up of material which can ignite.

#### High Fire Danger Warning Periods

1. Grinders will be cleaned twice a day.
2. The site will be inspected at the end of the day to make sure there are no areas of concern.

#### Spontaneous Combustion

1. Pile temperatures will be at a minimum of twice a week using a Reotemp Super Duty Compost Thermometer with a Fast Response Tip.
2. Any pile with a temperature over 140 degrees Fahrenheit will be probed daily.
3. Temperature logs will be maintained.
4. Piles exceeding 150 degrees will be deconstructed.
5. Screening wood chip piles has been proven to reduce temperatures and reduce fire risks.
6. Screened and unscreened piles will be kept separately and identified.
7. Chip piles will either be screened or turned within thirty days of formation.

Harvest New England has an Emergency Action Plan in place. The plan addresses emergency communications and action plans. It has been included in Appendix B

### **J. Business Considerations**

1. Suggested Improvements  
Move trailers to the decant area
2. Rolling Stock

#### Equipment

The following equipment is dedicated to the Fairfield facility.

- (1) 2012 Volvo L-90 The machine equipped with a 3.5 grapple bucket, and a 6.5 yard high-tip bucket.
- (1) 2008 Volvo L-90. The machine is equipped with a 3.5 grapple bucket, and a 6.5 yard high-tip bucket.
- (1) 1995 Volvo L-50. The machine is equipped with a 3.5 grapple bucket and a 1 yard bucket.
- (1) 2003 Morbark 6600 Horizontal Grinder. The machine has 1000 horsepower, and is equipped with and magnet.

Harvest New England will employ our own trucks for hauling (listed in the Qualifications/Related Experience Section). In addition, we plan on using My Daughter's Trucking and Snow's Farm as subcontractors.

### 3. Backup Equipment List (CT Only)

Any of the following equipment is available on short notice (if multiple pieces are needed, availability diminishes as this could leave another job/site shorthanded).

- 1- Morbark 1300 Tub Grinder (2004, 2000 hours) 860 horsepower, with grapple and magnet
- 1- An additional Morbark 6600 horizontal grinder with magnet.
- 1- Hitachi 270LC Excavator equipped with grapple for loading the grinder and a shear for processing stumps and large logs. (Part time)
- 2- Volvo L120E loaders w/ 7.2 yard bucket
- 6- Volvo L90 loaders with several buckets (3.5yd grapple to 6.5yd high-tip)
- 2- MCB 621RE trommel screens
- 1- CEC 5 x 12 Deck Screen
- 2- Tri-axle dump trucks
- 2- Tractors w/115 yard walking floor trailers
- 5- Single axle dump trucks

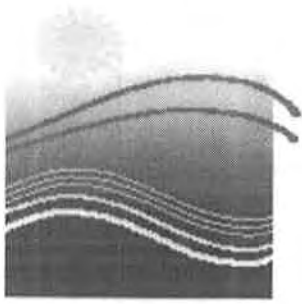
In order to maintain our uptime and service commitments, we are deliberately overstaffed, and have excess machine capacity in all areas.

#### L. Equipment

Harvest New England has an on-site service truck (with fuel transfer tank) and an extensive spare parts inventory. The onsite service truck allows for quick repairs, and provides extra fueling capacity during periods when the Town fueling station is closed (especially weekends). Many of our machines are deliberately similar in make, model, and size to allow for more effective spare parts inventory.

Preventive maintenance of all equipment is performed by Harvest New England personnel according to manufacture's specifications. Harvest has two permanent certified mechanics. Our lead mechanic has been trained in grinder maintenance at the Morbark Factory. In 2016, the Company started using the eMaint Computerized Maintenance Management System. eMaint allows us to track our maintenance costs along with our spare parts inventory. eMaint also allows us to schedule maintenance and tracks when regular services are due.

Harvest New England has the ability to repair the Town's equipment provided for this project. We have been repairing the CEC for the last 10 years and are familiar with its maintenance. In addition to the Fairfield CEC we also have a CEC 512 Screen-It at our Ellington site. In 2010 we replaced the motor on the Town's CEC screen. We have a Capital Replacement plan in place which includes the purchase of a new Volvo L90H in 2017 and a Morbark 6600 in 2018.



Connecticut Department of

**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

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Affirmative Action/Equal Opportunity Employer

## **Bureau of Materials Management and Compliance Assurance**

### **Notice of Permit Authorization**

HARVEST NEW ENGLAND, LLC  
295 ONE ROD HWY  
FAIRFIELD, CT 06824-6555  
Attn: CHRIS FIELD

**Re:** Application Number:201701095

Received on: 02/02/2017

The Registration Form for the General Permit for the Discharge of Stormwater Associated with Industrial Activity (general permit) submitted for the site located on 295 ONE ROD HWY, FAIRFIELD, CT, is complete and the site's stormwater discharge(s) is authorized by the general permit. Your permit number is GSI002775 and permit coverage terminates on September 30, 2018.



## PERMIT TO CONSTRUCT AND OPERATE

PERMITTEE: GreenCycle of Connecticut, Inc  
FACILITY NAME: Thompson Farm Volume Reduction Plant ("Facility")  
FACILITY ADDRESS: 277 Sadds Mill Road, Ellington, Connecticut  
PERMIT No. 0480958-PCO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a **PERMIT TO CONSTRUCT AND OPERATE IS HEREBY ISSUED** by the Commissioner of Energy and Environmental Protection ("Commissioner") to GreenCycle of Connecticut, Inc. ("Permittee") to construct and operate a solid waste volume reduction plant ("Facility") located at 277 Sadds Mill Road, Ellington, Connecticut.

### A. GENERAL TERMS AND CONDITIONS

1. This permit is based on and incorporates by reference all documents and specifications submitted as part of Application No. 200301233, including:
  - a. Permit application package prepared by Scott Katiganer, P.E., Katiganer Engineers, Civil/Environmental Engineering & Land Planning, Middletown, CT received by the Department of Energy and Environmental Protection ("Department"), on April 14, 2003.
  - b. An updated permit application package prepared by John Braccio, P.E., Vice President, Wright-Pierce Civil and Environmental Engineering Services, Middletown, CT received by the Department on February 7, 2007 and including the following documents:
    - i. Permit Application for Construction and Operation of a Solid Waste Facility;
    - ii. Executive Summary (Attachment A);
    - iii. Applicant Compliance Information Form -DEP-APP-002 (Attachment B);
    - iv. Site Location Map -USGS (Attachment C);
    - v. Background Information (Attachment D);
    - vi. Statement of Consistency with the Solid Waste Management Plan (Attachment E);
    - vii. Business Information (Attachment G); and
    - viii. Operation and Management Plan (Attachment H);
  - c. Letter dated December 29, 2008 from the Department to J. Christopher Field, Vice President, GreenCycle directing the applicant to respond to technical review items;
  - d. Letter dated January 28, 2009 and received by the Department on February 2, 2009 from Christopher A. Dwinal, P.E., Senior Project Manager/Associate, Wright-Pierce responding to technical review items;
  - e. A set of four (4) professional engineering drawings, prepared by John Braccio, P.E., Wright-Pierce, Engineering a better Environment, Offices throughout New England, dated December 22, 2009 and received by the Department on December 23, 2009 and entitled as follows:
    - i. Drawing C-1, GreenCycle of Connecticut, Existing Site Plan;



- ii. Drawing C-2, GreenCycle of Connecticut, Conceptual Plan of Expansion;
  - iii. Drawing C-3, GreenCycle of Connecticut, Pre Development Drainage Plan; and
  - iv. Drawing C-4, GreenCycle of Connecticut, Post Development Drainage Plan;
- f. Follow-up letter dated January 22, 2010 and received by the Department on January 25, 2010 from Christopher Dwinal, providing supplemental information to the technical review report incorporating revised attachments and documents as follows:
- i. Permit Application Transmittal Form;
  - ii. Permit Application for Construction and Operation of a Solid Waste Facility;
  - iii. Applicant Compliance Information;
  - iv. Statement of Consistency with the Solid Waste Management Plan;
  - v. The 1983 Quit-Claim Deed;
  - vi. Town of Ellington Approval of Certificate of Special Permit, Granted by the Ellington Planning and Zoning Commission, June 22, 2009;
  - vii. Sheet showing GreenCycle -Disposal Services and Product Prices for various materials; and
  - viii. Letter received by fax on March 7, 2011 from Mr. Chris Field, Vice President, Green Cycle, to illustrating various storage volumes concerning the Feed Stock Receiving Area and the Finished Compost Area.

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

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

“Clean Wood” as defined in Section 22a-208a-1 of the RCSA means any wood which is derived from such products as pallets, skids, spools, packaging materials, bulky wood waste, or scraps from newly built wood products, provided such wood is not treated wood as defined below or demolition wood. For the purposes of this permit shall also include: brush, logs, stumps, clean wood pallets, wood chips and bark

“Commissioner” means the Commissioner of the Department of Energy and Environmental Protection or the Commissioner’s duly authorized designee.

“Compostable Material” means food processing waste, wood waste, yard waste, and any other organic material under controlled conditions. For the purposes of this permit shall include: leaves, mixed yard waste, ground wood waste (from clean wood), food waste, paper mill sludge/short paper fiber, drinking water treatment residuals, vegetable slurry, and horse manure including stable bedding.

“Day” means calendar day.

“Department” means the Department of Energy and Environmental Protection.

“Designated Recyclable Item” means an item designated for recycling by the Commissioner of Energy and Environmental Protection in regulations adopted pursuant

to subsection (a) of section 22a-241b, as amended by Public Act No. 10-87, or designated for recycling pursuant to CGS section 22a-256 or 22a-208v.

“Final Products” means processed solid wastes, which are ultimately delivered to a market or other solid waste facility.

“Finish Compost” means compost to be stockpiled or sold (in bulk or bags) of sufficient stability so as to have a beneficial effect on plant growth, synonymous with the terms cured compost and stable compost.

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

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

“Recycled Wood” means any wood or wood fuel which is derived from such products or processes as pallets, skids, spools, packaging materials, bulky wood waste or scraps from newly built wood products, provided such wood is not treated wood.

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

“Treated Wood” as defined in Section 22a-209a(a)(2) of the CGS means wood which contains an adhesive, paint, stain, fire retardant, pesticide or preservative.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited, to Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. To the extent that any term or condition of this permit is deemed to be inconsistent or in conflict, with any term or condition of any permit previously issued for this facility, including any modifications thereto, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.
6. The Permittee shall submit for the Commissioner’s review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner’s judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not

significantly changing the nature of the Facility, or its impact on the environment; and (c) do not warrant the issuance of a permit or authorization pursuant to Section 22a-208 of the CGS.

## B. AUTHORIZATION TO CONSTRUCT

1. The Permittee is authorized to construct the facility in accordance with applicable law, including this permit, The Facility shall consist of the following:
  - a. **Waste Wood Processing area:** The waste wood processing operation of the facility shall be constructed on approximately ten (10) acres as identified in Drawing C-2 referenced in Condition No. A.1.e. of this permit and in accordance but not limited to the following specifications:
    - i. Two (2) areas for the storage of mulch in piles;
    - ii. Three (3) areas for stockpiling waste wood; and
    - iii. No pile shall exceed 100 feet wide by 500 feet length and 20 feet high; and a minimum separation distance of 25 feet shall be maintained between each of the piles.
  - b. **Composting Area.** The composting operations of the facility shall be constructed on approximately eight (8) acres and shall include areas for material receiving, windrow composting, and finished compost screening and storage as identified in Drawing C-2 referenced in Condition No. A.1.e. of this permit and in accordance but not limited to the following specifications:
    - i. a feedstock receiving area (uncovered pad);
    - ii. a covered receiving building with dimensions 30 feet by 42 feet for the receiving and temporary staging of source separated organic materials (materials containing a higher moisture content, such as food waste);
    - iii. an area for construction of approximately 35 windrows, with each windrow approximately 8 feet high by 18 feet wide by 200 feet long; and
    - iv. a finished compost and topsoil storage and blending area.
2. The Permittee is authorized to construct the Facility for the purposes of processing no more than an average of eight hundred (800) tons per day (TPD) of Clean Wood (not to exceed 45,000 tons per year) and no more than an average of three hundred (300) TPD of Compostable Material in the form of source separated organic waste (not to exceed a total of 43,500 tons per year) as specified in Section C. of this permit.
3. The Permittee shall control dust, odors, water discharges and noise resulting from the construction of the Facility at all times to assure compliance with applicable requirements of the RCSA, and any other applicable laws, including OSHA.
4. The Permittee shall, within thirty (30) days from the completion of the construction, as described in Condition B.1. above, submit a written notification for the Commissioner's review and written approval. Such notification shall include at a minimum:
  - a. P.E. certified statement that the construction of the Facility improvements has been completed as approved.
  - b. P.E. certified as-built drawings.

**C. AUTHORIZATION TO OPERATE**

1. The Permittee is authorized to operate any or all of the components specified in Condition No. B.1. upon written approval granted by the Commissioner. Such written approval shall be issued after the Permittee is deemed in full compliance with, but not limited to, the requirements of Condition No. B.4. of this permit.
2. The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner.
3. The Permittee is authorized to operate the Facility in accordance with all applicable laws, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to operate as follows:  
Monday – Friday        7:30 a.m. – 4:00 p.m.  
Saturday                 8:00 a.m. – 12:00 p.m. (April –November).

4. The Permittee shall receive and process at the Facility no more than a total of:
  - a. 45,000 tons per year of Land Clearing/Clean Wood waste comprised of the following:

<u>Waste</u>	<u>Maximum Tonnage</u> <u>Tons per year</u>
Brush, logs, stumps, clean wood pallets	10,000
Wood chips	25,000
Bark	10,000

- b. 43,500 tons per year of compostable materials comprised of the following:

<u>Waste</u>	<u>Maximum Tonnage</u> <u>Tons per year</u>
Leaves	12,000
Mixed yard waste	5,500
Ground wood waste (from clean wood)	15,000
Food waste	6,000
Paper mill sludge/short paper fiber	3,000
Drinking water treatment residuals	2,000
Vegetable slurry	TBD
Horse manure (including stable bedding)	TBD

- i. The quantity of food waste, paper mill sludge/short paper fiber, drinking water treatment residuals, vegetable slurry, and horse manure including stable bedding shall not exceed 11,000 tons per year.
        - ii. Vegetable slurry and horse manure shall be determined based on a case by case basis.

The Permittee shall store waste at the Facility in accordance with the Drawing C-2 referenced in Condition No. A.1.e. of this permit and in association with Table-2.

**Table 2. Storage limits and Specifications**

Management Areas	Materials	No. of Piles	Volume (CY)	Density Ton/cy	Tons
Mulch Storage	Purchased bark	1	18000	0.31	5580
Mulch Storage	Processed clean wood	1	18000	0.31	5580
Waste Wood Stockpile	Unprocessed clean wood	0.5	9000	0.15	1350
Waste Wood Stockpile	Processed clean wood	0.5	9000	0.31	2790
Waste Wood Stockpile	Processed clean wood	1	18000	0.31	5580
Waste Wood Stockpile	Processed clean wood	1	18000	0.31	5580
<b>Total Clean Wood Storage<sup>(a)</sup></b>			<b>90,000</b>		<b>26,460</b>
Windrow Composting Area	Leaves		22000	0.25	5500
Feed Stock Receiving Area	Bulk Agents		833	0.31	258
Covered Receiving Building	Food waste and bulking agent		75	0.50	36
Stacking conveyor capacity	Finish compost		1800	0.70	1260
<b>Total Composting Operations</b>			<b>24,708</b>		<b>7,056</b>

Notes:<sup>(a)</sup> Volumes of clean wood storage may change for each storage area but total volume of clean wood may not exceed 90,000 cubic yards.

5. The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner.
  
6. The Permittee shall store and handle solid waste at the Facility only in the designated areas as identified in Drawing C-2 as referenced in Condition A. 1. e. of this permit, and in accordance with, but not limited to the following specifications:
  - a. **Storage of clean wood** (brush, logs, stumps, pallets, bark, and wood chips) shall not exceed 90,000 cubic yards and be placed in piles on the ground and/or at designated areas.
    - i. Piles of unprocessed clean wood shall: have a minimum of a twenty-five (25) foot emergency access maintained around them; not contain treated wood; be processed/transferred on a first-in/first-out basis; not exceed 9,000 cubic yards; and have a maximum height of twenty-five (25) feet.
  
    - ii. Piles of processed clean wood chips shall: not exceed 81,000 cubic yards; have a maximum height of twenty (20) feet; be stored on base pads constructed of compacted and well drained material that can support heavy equipment during all seasons; minimize dust and prevent ponding of water; be shaped to allow adequate stormwater run-off; be oriented (for elongated piles) perpendicular to the contours of the ground surface; be located in a clearly marked area equipped with stormwater run-on/run-off controls which comply with all existing permits and/or any

applicable stormwater management requirements of Section 22a-430 of the RCSA.

- b. **Wood chipping** activities shall comply with the requirements of Sections 22a-174-18, 22a-174-23 and 22a-174-29 of the RCSA; and shall not generate noise, dust, fumes, smoke, vibrations and odors that exceed background levels thereof at any boundary of the property on which the Facility is located.
  - c. **Storage of compostable materials** (leaves, mixed yard waste, wood chips, food waste vegetable slurry, paper mill sludge/short paper fiber, drinking water treatment residuals, and horse manure) shall not exceed 24,708 cubic yards.
7. The Permittee shall:
- a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
  - b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
  - c. Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: (i) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (ii) recorded and reported in the quarterly report required by Condition No. C.12. of this permit; and (iii) disposed at a facility lawfully authorized to accept such waste. No more than ten (10) cubic yards of unacceptable waste shall be stored on-site unless authorized by the Commissioner. A spare container shall be available for any storage emergency.
  - d. Provide expeditious notification regarding any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: (i) significantly damaged equipment or structures; (ii) interrupts the operation of the Facility for greater than twenty-four (24) hours; (iii) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; (iv) could reasonably create a source of pollution to the waters of the state; or (v) otherwise threatens public health.

Such notification shall be: (i) be immediately conveyed to the Commissioner using the 24-hour emergency response number (860) 424-3338 or the alternate number (860) 424-3333 and in no event later than twenty-four (24) hours after the emergency incident; (ii) verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance by phone at (860) 424-3366, or at another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; (iii) followed by a written report no later than the fifth business day after the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; and (iv) be recorded in a log of emergency incidents. In addition to the notification requirements above, the Permittee shall comply with all other

applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by Section 22a-450 of the CGS.

- c. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport. Each loaded container shall be covered before transportation off-site and the haulers shall be instructed to keep the containers covered during off-site transportation.
- f. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emission levels in continuous compliance with all applicable requirements, including OSHA. The Facility's premises shall be maintained and any litter shall be removed on a daily basis.
- g. Have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment, (which may include, but not be limited to, balers; conveyors; compactors; and storage tanks) installed at the Facility.
- h. Determine through observation that incoming loads do not contain greater than ten (10) percent of designated recyclable items with the exception of those recyclables the Permittee is authorized to accept and process pursuant to Condition No.C.4.
- i. Conduct periodic unannounced inspections of truck loads delivered to the Facility, pursuant to Section 22a-220c(b) of the CGS. The inspections shall be performed for a minimum of five percent (5%) of the monthly truck loads received. The inspections and supporting documentation shall consist of at a minimum:
  - (i) photographs of each load inspected;
  - (ii) origin of each load (municipality; regional facility and whether commercial or residential);
  - (iii) waste transporter company name;
  - (iv) estimated percentage of designated recyclable items (cardboard, plastic Nos. 1 and 2, glass and metal food containers, newspaper, office paper, boxboard, magazines, residential high-grade white paper, colored ledger, scrap metal, storage batteries and used oil) and identification of each type; and
  - (v) immediate written notifications to the hauler, municipality in which the waste was generated and/or regional facility for each load that contains greater than 10% designated recyclable items other than those authorized by this permit.

Maintain records of inspections for the life of the permit or such other timeframe specified in writing by the Commissioner.

- 8. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.

9. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of the RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
10. The Permittee shall prominently post and maintain a sign at the Facility entrance pursuant to 22a-209-10(3) of the RCSA that includes the Facility's name and DEEP permit number (Permit to Construct and Operate No.1060924-PO). Such sign shall also include a phone number that provides the general public the ability to register questions or complaints twenty-four (24) hours per day. The Permittee shall maintain a log of all calls received and how such calls were addressed or resolved.
11. The Permittee shall: (a) control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; (b) unless otherwise exempted, ensure that trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) of the RCSA; (c) prominently post and maintain signs limiting such truck idling time within the Facility (i.e. scale etc.)
12. The Permittee shall maintain daily records as required by Section 22a-209-10(13) of the RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information as it pertains to solid waste:
  - a. Type and quantity of solid waste received, including recyclables, unacceptable waste and/or universal waste.
  - b. Origin of waste load (municipality name; regional facility name) and waste hauler name.
  - c. Destination to which solid wastes, including recyclables, unacceptable waste and/or universal waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.
  - d. All daily logs (including documentation related to the unannounced inspections of truck loads) shall be maintained for the life of this permit or such other timeframe specified in writing by the Commissioner.

The monthly summaries required pursuant this condition shall be submitted quarterly no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner (as may be amended from time to time) directly to the Solid Waste Program, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

13. Nothing herein authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the adopted Connecticut State Solid Waste Management Plan.



14. The Permittee shall, no later than sixty (60) days after the effective date of this permit establish for the Commissioner's benefit an acceptable financial assurance instrument and post the financial assurance with the Department in the amount of \$397,756.25, as required by Section 22a-6(a)(7) of the CGS in conjunction with the general requirements of Section 22a-209-4(i) of the RCSA.

The Permittee shall acknowledge and accept the following:

- a. The purpose of the financial assurance is to cover the third party costs for handling, removing, transporting and disposing the maximum permitted amount of unprocessed and processed solid waste at the Facility, and any additional cost(s) to ensure the proper closure of storage areas including, but not limited to, equipment rental, site clean-up, the decontamination and disposal of all equipment and processing and storage areas, and a 15% contingency to cover unforeseen events or activities that may increase the overall cost to close the permitted solid waste Facility.
  - b. The financial assurance instruments shall follow the requirements of Section 22a-209-4(i) of the RCSA, and 40 CFR 264.141 to 264.143 inclusive and 40 CFR 264.151, as referenced therein. The Permittee shall ensure that the financial assurance instrument is established in a format specified by the Commissioner for closure or post-closure maintenance and care, as appropriate.
  - c. The Department accepts five (5) types of financial assurance instruments, they are: (a) Trust Fund; (b) Irrevocable Standby Letter of Credit; (c) Financial Guarantee "Payment" Bond; (d) Performance Bond; and (e) Certificate of Insurance. The following documents are also required to be submitted in addition:
    - i. A cover letter signed by the Permittee shall be submitted along with the (b) instrument, in accordance with Section 40 CFR 264.143(d)(4).
    - ii. A "Standby Trust Agreement" shall be submitted along with either (b), (c), or (d) instrument. The format is the same as for (a) above for a Trust Fund instrument.
    - iii. A "Certification of Acknowledgement" shall be submitted along with the (a) instrument.
  - d. The financial assurance shall:
    - i. Be valid for and appropriately maintained during the term of this permit;
    - ii. Specify the Permittee's name, the Facility's address, the number and issuance date of this permit; and
    - iii. Be established in one or more of, the instrument formats found on DEEP website [[www.ct.gov/DEP/financialassurance](http://www.ct.gov/DEP/financialassurance)].
  - e. The financial assurance instrument shall be adjusted annually for inflation within the sixty (60) days prior to the anniversary date of the instrument, and whenever there is a change in operations that affects the cost of closing the facility in accordance with the requirements of 40 CFR 264.142(b) as incorporated in the RCSA.
15. The Permittee shall, no later than sixty (60) days from the issuance date of this permit perform semi-annual compliance audits for the life of this permit.

- a. The compliance audits required by this condition shall consist of a thorough and complete assessment of the Permittee's compliance with Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit.
- b. Compliance Auditor  
The compliance audits required by this condition shall be performed by an engineer licensed to practice in Connecticut ("P.E.") or consultant. Such P.E. or consultant shall be approved in writing by the Commissioner and will be required to prepare and submit to the Commissioner semi-annual compliance audit reports.
- The Permittee shall, prior to the Commissioner's approval of the consultant: (a) submit for the Commissioner's evaluation a detailed description of the consultant's credentials (education; experience; training) which are relevant to the work required under this condition; and (b) certify to the Commissioner that such consultant:
- i. Is not a subsidiary of or affiliated corporation to the Permittee or Permitted Facility;
  - ii. Does not own stock in the Permittee or any parent, subsidiary, or affiliated corporation;
  - iii. Has no other direct financial stake in the outcome of the compliance audit(s) outlined in this permit;
  - iv. Has expertise and competence in environmental auditing and the regulatory programs being addressed through this permit, including evaluation of compliance with requirements specified in Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit; and
  - v. Within ten (10) days after retaining any consultant other than the one originally indentified pursuant to this condition, notify the Commissioner in writing of the identity of such other consultant by submitting the information and documentation specified in this condition. Nothing in this condition shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.
- c. Scope of Compliance Audits  
Compliance audits shall:
- i. Detail the Permittee's compliance with the requirements of this permit and all applicable provisions of Sections 22a-209-1 through 22a-209-17 of the RCSA.
  - ii. The compliance auditor shall include in the compliance audit on-site inspections of the waste received at the Facility. The purpose of such inspections is to determine whether loads are being received that contain greater than 10% designated recyclable items and to detect patterns associated with such loads. Unless otherwise approved by the Commissioner, the compliance auditor shall inspect wastes unloaded from a minimum of ten trucks received during the day of the compliance audit. The compliance auditor shall document the actual number of truck loads inspected and the findings of such inspections.

- d. **Compliance Audit Report**  
The results of each compliance audit shall be summarized in a Compliance Audit report. At a minimum such report shall include:
- i. The names of those individuals who conducted the compliance audit;
  - ii. The areas of the Facility inspected;
  - iii. The records reviewed to determine compliance;
  - iv. Describe in detail the Permittee's compliance with this permit and applicable regulations;
  - v. Identify all violations of this permit and applicable regulations;
  - iii. Describe the actions taken by the Permittee to correct patterns of loads received that contain greater than 10% designated recyclable items;
  - iv. Include findings regarding the inspections conducted in accordance with this condition during the day of the compliance audit.
  - vi. Describe the actions taken by the Permittee to correct the violation(s) identified in each compliance audit; and
  - vii. The Permittee's certification of compliance with the regulations and documentation demonstrating such compliance pursuant to this permit. In cases where multiple counts of the same violation are discovered, the report shall include a listing of each count.
- e. **Permittee's Responses to Compliance Audit**  
The Permittee and consultant shall comply with the following:
- i. The inspection frequency shall be quarterly for the remaining life of the permit;
  - ii. All violations shall immediately be brought to the attention of the Permittee by the consultant. The consultant shall also notify the Department within five (5) days of the inspection of all violations noted during the inspection;
  - iii. The Permittee shall correct all violations immediately. Should the Permittee be unable to immediately correct the violation, the Permittee shall submit within seven (7) days of the notification date, for the review and written approval of the Commissioner, a detailed plan to correct all violations noted. Such plan shall also include a schedule for implementation of the corrective actions required or recommended; and
  - iv. Within fifteen (15) days from the inspection date the consultant shall submit, to the Department and the Permittee, the compliance audit report. A copy of the compliance audit report, shall be maintained at the facility for the life of the permit or for such other timeframe specified by the Commissioner.
- f. The Permittee shall cease accepting solid waste at the facility in the event that the Permittee fails to submit in a timely manner the plan and schedule required by Condition No. C.15.e.iii. of this permit or fails to correct the violations noted by the inspection(s) in accordance with the approved plan and schedule.
- g. **Documentation Submittal Deadlines**  
The documents required to be submitted pursuant to this condition shall be submitted semi-annually no later than April 30, and October 31, directly to the Solid Waste Enforcement Section, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

16. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to:

Solid Waste Permitting Supervisor  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance  
Department of Energy and Environmental Protection  
79 Elm Street, Hartford, CT 06106-5127

17. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense."

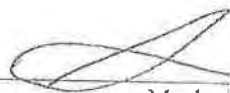
Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.

18. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to, notice of approval or disapproval of any document or other action shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.
19. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
20. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
21. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.

disapproval of any document or other action shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.

20. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
21. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
22. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
23. The General Permit Registration No. 048-032 issued on January 10, 1994, and the Leaf Composting Facility Registration issued on September 15, 1993 are superseded by this permit and shall automatically terminate upon issuance of this permit.
24. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 10th day of September, 2012.



Macky McCleary  
Deputy Commissioner

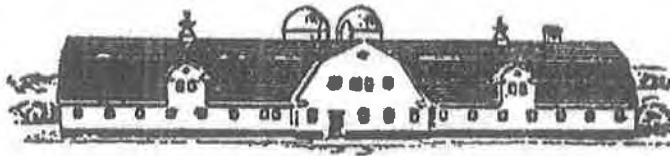
Application No. 200301233.  
Permit to Construct and Operate No. 0480958-PC/PO.  
Permittee - Certified Mail # E-Certified  
City/Town Clerk - Certified Mail # E-Certified

Certified to be a true copy of a document in the file of the Department of Environmental Protection, Bureau of Materials Management and Compliance Assurance.

Name: Nicole Paulin  
Title: Office Assistant  
Date: 9/12/12

PHONE: 203-261-2020  
FAX: 203-459-9370  
E-MAIL: snowsfarm1aol.com

# SNOW'S FARM LLC



550 SPORT HILL ROAD

EASTON, CONN. 06812

June 3, 2017

Snow's Farm the closest privately owned DEEP leaf compost site is willing to accept up to 5,000 tons of leaves from Harvest New England in Fairfield, Connecticut. Snow's Farm an over 100-year-old business has the ability and the equipment needed to remove the leaves in a timely manner.

Regards,

A handwritten signature in black ink, appearing to be 'Irv Snow'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Irv Snow  
203-395-1706

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION**



*This is to Certify that*

**RYAN KELLY**

*has been duly examined in accordance with the provisions of Chapter 446d of the  
General Statutes, as amended and is hereby approved to operate*

**A CONNECTICUT ORGANIC RECYCLING FACILITY**

set my hand and caused the Seal of the  
State of Connecticut, Department of Energy  
and Environmental Protection, to be affixed

Certificate # 7503  
Expiration Date: March 31, 2020  
Date of Class: March 2015

---

Bureau Chief  
Bureau of Materials Management  
& Compliance Assurance

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION  
Be it known that

**GREEN CYCLE OF THE NORTHEAST**  
295 ONE ROD HIGHWAY  
FAIRFIELD, CT 06824

has been certified by the Department of Consumer Protection and issued an  
**OPERATOR OF WEIGHING & MEASURING DEVICES**

Commercial Scale 0-1,000 lbs.	0	Vehicle/Truck Scale	1	Electric Vehicle Charging Station	
Commercial Scale 1,001-10,000 lbs.		Railroad Track Scale		LPG Meter	
Commercial Scale Over 10,000 lbs.		Calibrated Tank Compartment Scale		Truck Petroleum Meter	0
Jewelry/Pawn Shop Scale		Gas/Diesel Dispenser Nozzle	0	Taxi Meter	
LPG Scale		Kerosene Dispenser Nozzle		Bulk Petroleum Meter/Rack Meter	
Hopper Scale		Natural Gas Dispenser Nozzle			

Registration #: DEV.0009714

Effective Date: 09/14/2016

Expiration Date: 07/31/2017

  
Jonathan A. Harris, Commissioner



# Proprietary and Confidential

## Harvest New England, LLC Balance Sheet

USD

	April 30, 2017	
	(unaudited)	
<b>Assets</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$	520,150
		563,573
		1,517,842
Prepaid expenses and other current assets		6,689,293
<b>Total current assets</b>		<b>9,290,858</b>
Land, property and equipment - net		1,782,482
Intangible assets - net		671,958
Goodwill		1,969,370
Other assets - net		1,449
<b>Total Assets</b>	<b>\$</b>	<b>13,716,117</b>
<b>Liabilities and stockholders' equity</b>		
<b>Current liabilities:</b>		
Accounts payable	\$	348,662
Other current liabilities		9,964,423
Current portion of debt and capital lease		175,161
<b>Total current liabilities</b>		<b>10,488,246</b>
Debt and capital lease - net of current portion		358,997
<b>Stockholder's Equity</b>		<b>2,868,874</b>
<b>Total</b>	<b>\$</b>	<b>13,716,117</b>

# Proprietary and Confidential

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<b>Total</b>	<b>\$</b>	<u><u>13,716,117</u></u>

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

# Cashier's Check



PNC Bank, National Association  
Pittsburgh, Pennsylvania

5/23/2017

8-0009/0430

175171

PAY TO  
THE  
ORDER  
OF

TOWN OF FAIRFIELD

AMOUNT

\*\*\*\$5,000.00\*\*\*

**\$5,000.00**

PNC Bank, National Association

*Douglas J. Lippert*

REMITTER: PP18387 BID SECURITY DEPOSIT

⑈0175171⑈ ⑆043000096⑆ 102640377⑈

Details on Back



Security Features Included



## M. Price/Revenue Proposal

---

### List of Charges

#### A. Tip Fees

1. Town (municipal) vehicles will be accepted at no charge.
2. Commercial vehicles performing contract work for the Town will be accepted at no charge.
3. Residential automobiles (those with the Town dump sticker) will be allowed to unload all acceptable materials at no charge.
4. Small pick-up trucks and autos pulling carts or trailers will be weighed at operator's discretion. Any of these vehicles that have over 500 pounds will be charged the commercial rates. Those under 500 pounds will not be charged.
5. Commercial vehicles shall be charged tipping fees comparable to those in effect in the region from Milford to Greenwich. For FY 2018 the tipping fees are anticipated to be as follows:
  - Wood Chips \$10 per ton
  - Leaves \$55 per ton
  - Brush \$58 per ton
  - Logs under 8' length \$65 per ton
  - Mixed Yard Waste \$69 per ton
  - Stumps \$75 per ton

All commercial vehicles must have a Town of Fairfield solid waste permit to use the Facility.

#### B. Product Sales

- Harvest New England's will sell landscape materials from the site at market rates. Materials will include Topsoil, Mulch, and Compost.

#### C. Provision of Materials to Town

Town shall receive at no charge:

- All the wood chips it requires for amendment to the sewer sludge to make compost
- 10,000 cubic yards of wood chips during the life of the contract for the WPCF Bio-filter, meeting the specifications.
- Residential vehicles will be allowed to take at no cost up to three (3) cubic feet of double ground wood chips each time they visit the facility.

### List of Payments

#### 1. Payment to the Town.

Harvest will provide the Town

- All residential and Town yard waste recycling services as described in

"A" above.

- All materials described in "C" above.
- Operation of the Facility in accordance with all permits, codes etc., as described in this RFP.
- Operation during the days and hours as specified in the operating plan

**In addition Harvest New England will pay the Town \$4,250 per month, \$51,000 annually.**



# Emergency Action Plan

**Harvest New England,  
295 One Rod Hwy  
Fairfield, Connecticut 06824  
203-259-6852**

## Section 1: Quick Use Guide

Harvest has developed this Emergency Action Plan (“EAP”) to address emergency situations that may arise in Harvest locations and which may threaten human health and safety, or damage Harvest’s assets. This Quick Use Guide provides ready access to key contact information under this EAP.

### Chain-of-Command Procedure Reminder

An organized emergency response can help eliminate confusion, reduce injury, and minimize property damage. As detailed in the EAP, that is why a clear chain-of-command for emergency response must be established through the Site Manager, the Lead Foreman, or other designee. Remember to follow this designated chain-of-command procedure.

### EAP Contact List

See Page 4 for Contact List to use under this EAP. The Site Manager (and Alternate designees) should carry this list at all times, and update it as necessary.

### Site Address and Location Map

Harvest New England  
295 One Rod Highway  
Fairfield, CT, 06824  
203-259-6852

Access to the site may be gained:

- From the local public roadway: Route 1 (Boston Post Road) to Reef Road to Richard White Way to One Rod Hwy

Other: Across from Sewage Treatment Plant

See next page for Site Location Map.

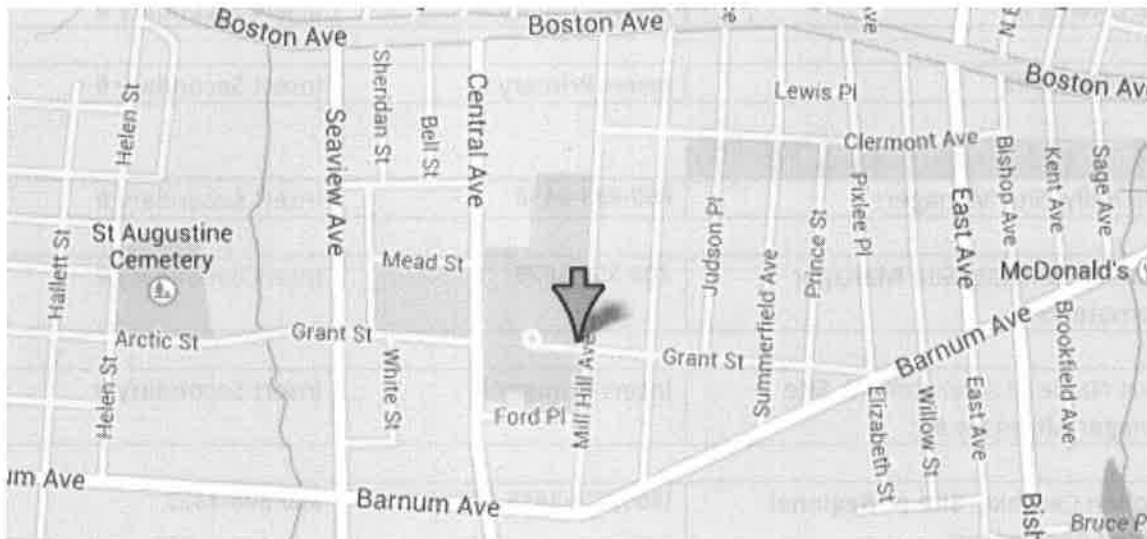


### Site Location Map



**Hospital Address and Map**  
Bridgeport Hospital  
267 Grant Street  
Bridgeport, CT, 06610  
203-384-3000

If needed, directions to the local hospital are as follows: From the Connecticut Turnpike, I-95 Traveling North (from New York) Take Exit 29 -Stratford / Seaview Avenue. At the end of the ramp, take a left onto Seaview Avenue. Continue on Seaview Avenue for 1 mile. Turn right on Barnum Avenue. Turn left on Mill Hill Avenue. Visitor parking is on left.



## Emergency Action Plan Contact List

Ryan Kelly	Contact Number: 860-883-9456	
	Primary: 203-259-6852	Secondary: 860-883-9456

EMERGENCY		
Fire: Fairfield Fire Depart.	911	203-254-4700
Police: Fairfield Police Depart.	911	203-254-4800
Ambulance: American Medical Response	911	203-866-1121
Hospital: Bridgeport Hospital	203-384-3000	Insert Secondary #

NON-EMERGENCY		
Fire/Fire Marshall	203-254-4720	Insert Secondary #
Fairfield Police Dept.	203-254-4800	203-254-4800
Poison: CT Poison Control Center	800-222-1222	Insert Secondary #
Environmental spill	866-DEP-SPIL	860-424-3338
Electric Utility: EverSource	800-286-2000	Insert Secondary #

CONSULTANT		
Insert Name #1	Insert Primary #	Insert Secondary #
Insert Name #2	Insert Primary #	Insert Secondary #

FACILITY		
Ryan Kelly, Site Manager:	860-883-9456	Insert Secondary #
Anthony Zumstag, Site Manager Alternate #1:	203-551-1679	Insert Secondary #
Insert Name of Alternate #2, Site Manager Alternate #2:	Insert Primary #	Insert Secondary #
Stephen Carubia, Site or Regional Safety Coordinator:	(860)674-8855 EXT 100	860-808-4322

HEADQUARTERS AND CORPORATE		
Chris Field, applicable Vice President:	860-883-3810	Home: 860-537-0676
Meredith Sorensen, Director of Communications:	206-569-0344	908-601-3905
Julian Mercer, Corporate Safety:	980-444-2056	704-635-1365
Christopher Mirick, Corporate Legal:	781-314-9505	781-962-6393
David Hitchcock, Senior Vice President, Corporate Operations:	781-314-9533	760-315-3969

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## Section 2: Process & Procedure

### Introduction

Harvest has developed this EAP to address emergency situations that may arise in Harvest locations and which may threaten human health and safety, or damage Harvest's assets. This Emergency Action Plan ("EAP") covers designated actions management and employees must take to ensure employee, customer, and visitor safety from fire and other emergencies.

This EAP is divided into four (4) major sections:

- **Section 1: Quick Use Guide** that provides key contact information.
- Section 2: Process & Procedure that covers:
  - a. Overview of the emergency **Chain of Command** policy at this worksite.
  - b. First steps for employees to take in emergency action.
  - c. Steps for Site Manager to take command and notify emergency services, inform Harvest's employees, and take appropriate leadership actions.
- **Section 3: Detailed action plans** for various workplace emergencies.
- Section 4: Appendices

### General Information

Emergencies can strike anyone and anytime without warning. The more you are prepared for them, the better you will be able to act, minimizing panic and confusion when an emergency occurs. This plan is designed to help Harvest and its employees plan for that possibility.

The best way to respond to an emergency is to prepare for one before it happens. It may not be easy to think clearly and logically in the midst of a crisis, so it is important to do so in advance, when you have time to more carefully consider this material. Also, the use of checklists and standard procedures is a well-established technique for minimizing the risk that you will overlook a critical step in responding to an emergency.

We request your support in establishing, implementing, and maintaining an effective EAP for this facility. With your help, this EAP should take into account the kind of businesses we are in, the type of potential emergency situations that might occur, and the basic guidelines and steps for effective emergency response actions at our worksites.

The best way to protect yourself, your work facility, and our business is to expect the unexpected and allow this EAP to guide you when immediate action is necessary.

**What is a workplace emergency?**

A workplace emergency is an unforeseen situation that threatens one of our employees, customers, or the public; disrupts or shuts down our operations; or causes physical or environmental damage.

“Emergencies” may be natural or manmade and include the following:

- Fire
  - Including “hot spots”
- Medical
  - Injury
  - Confined space entrapment
- Hazardous substances
  - Chemical or other environmental spills
  - Biogas exposure
- Electric power or other utility loss
- Natural
  - Tornado
  - Hurricane
  - Earthquake

**What are the goals of this emergency action plan?**

The goals of this plan are very important yet simple:

- Protect the life, health, and safety of:
  - Yourself
  - Other employees
  - Customers, and onsite visitors
- Protect our facility, equipment, and other business assets

## Topics covered

This EAP covers designated actions management and employees must take to ensure employee safety from fire and other emergencies. This EAP covers the following topics:

1. **Notification:** provide a means of notifying site managers and fellow employees, local authorities, customers, and Harvest corporate offices of an emergency situation.
2. **Emergency Assistance:** summon urgent fire and/or medical assistance from emergency services such as the local fire or police departments or ambulance providers.
3. **Immediate Help:** where appropriate, attempt to suppress incipient fires or provide emergency first aid treatment for injured individuals.
4. **Evacuation:** when necessary, provide for a safe and orderly method of evacuation of employees and customers from Harvest premises. Account for all employees who occupied Harvest premises at the time of evacuation. Establish a meeting place where all employees have been instructed to meet in case of an emergency.
5. **Training:** provide ongoing training and up-to-date information to all employees to properly respond in the event of an emergency.

## Important Note on Terminology

In this document, these words have definition and meaning as follows:

**“Must”** means that the action or procedure is mandatory.

**“Should”** means that the action or procedure is recommended.

**“May”** means that the action or procedure is optional.



## Employee First Steps in Emergency Action

An organized emergency response can help eliminate confusion, reduce injury, and minimize property damage. That is why a clear chain-of-command for emergency response must be established through the Site Manager, the Lead Foreman, or other designee. A summary of how employees must respond to an emergency situation follows:

- A. An employee who discovers an emergency must immediately:
  - a. **Announce** the emergency to others nearby.
  - b. **Report** the emergency to the Site Manager (or designee) who will assess what emergency response is required and lead onsite efforts to take immediate and appropriate action.
  - c. Subject to prior training and instruction by the Site Manager, either **provide immediate assistance** or **evacuate** to the assembly area to await further direction.

## Emergency Chain-of-Command Policy & Procedure

All employees must become familiar with and comply with the *Emergency Chain of Command* policy and procedure that exists at this worksite, which includes the following steps:

- A. **Employees Must Notify Site Manager.** All employees must immediately report any emergency to the Site Manager or, if not available, to an Alternate as listed in Section 1, Quick Use Guide, "EAP Contact List". Also see Section 4, Miscellaneous, "Emergency Communications System".
- B. **Site Manager must take command and Notify Emergency Services and Harvest Employees, and take appropriate actions.** The Site Manager must assess what emergency response is required and, as appropriate, take immediate and necessary steps to:
  - 1. **Direct immediate first-aid care:** subject to prior training of personnel present onsite, direct such care as appropriate to any injured person. Also see sections "Emergency Equipment Location" and "Employees Trained to use Emergency Equipment".
  - 2. **Notify Harvest Site or Regional Safety Coordinator:** as listed in the EAP Contact List in Section 1: Quick Start Guide in this manual.
  - 3. **Direct immediate fire or spill suppression:** subject to prior training of personnel present onsite:
    - a. Direct immediate fire suppression as appropriate to extinguish incipient fire.
    - b. Follow containment procedures for any hazardous materials

*The items in this section are a "checklist." In an emergency, you should scan quickly through this list and determine which items are applicable, and then act on them. For example, #3 on Fire and Spill Suppression may not be applicable in a medical emergency.*

release.

- c. All other appropriate containment steps. Also see sections "Emergency Equipment Location" and "Employees Trained to use Emergency Equipment".

4. **Contact public emergency services:** to request immediate response. See "Section 1: Quick Start Guide, EAP Contact List " for phone numbers of:

- a. Police
- b. Fire
- c. Ambulance
- d. Hospital
- e. Hazardous Materials Spill.

Note: contact the local Fire Department and/or hazardous material remediation consultant under contract with Harvest.

5. **Assign employee:** to meet up with emergency responder at facility entrance and guide them on location.

6. If evacuation is appropriate:

- a. **Alert employees, contractors, customers, or visitors:** to vacate to the evacuation assembly area or take other action. All sites should have sign-in sheets for visitors and contractors. This log should be taken to the assembly area.
- b. **Provide special notification and support:** to disabled individuals as appropriate.
- c. **Announce evacuation instructions:** over the public address/radio system: "Ladies and Gentlemen. Harvest is being temporarily closed. We request that you leave by the nearest exit immediately. Thank you."
- d. **Have all facility or site areas checked:** including restroom and public areas, to verify that employees and visitors are evacuated.
- e. **Secure corporate valuables:** put all cash, check, and charge documents in the safe if time permits.
- f. Also see Section 4, Miscellaneous, "Emergency Communications System" and "Evacuation Assembly Area".

**Even if full evacuation is unnecessary:** announce a halt to work and suspension of all work activities within the immediate vicinity of the incident. The incident area should be marked and secured with cones and caution tape, or similar barrier.

7. **Conduct “head count”:** or “roll call” at primary assembly area to account for all employees, contractors, visitors and anyone else on site.

Note: when one or more employees are unaccounted for, employees are not to re-enter the building/facility to conduct a search. Rather, notify the ranking fire or other emergency response official on scene with their approximate location.

8. **Contact Consultant support services under contract with Harvest:** to procure additional response and/or remediation resources as needed. See Section 1: Quick Start Guide, “EAP Contact List”.
9. **Contact Harvest headquarters and corporate personnel:** as appropriate. See Section 1, Quick Start Guide, “EAP Contact List.”
  - a. **The Site Manager must** notify the applicable Vice President and the designated Corporate Safety contact.
  - b. **The applicable Vice President must** notify the CEO, Senior Vice President for Corporate Operations and the designated contacts for Corporate Safety and Corporate Legal. If the event might attract attention of news media, or might otherwise require public relations, the Director of Communications should also be notified.
10. **Contact family members:** of any injured employee.
11. **Declare and notify that the emergency is over:** once it is appropriate to do so, and inform any employees stationed at the primary assembly area they may now re-enter the work area and resume work activities.

C. All employees must understand their roles:

1. **Provide immediate first-aid care,** as appropriate and subject to prior training and present direction from Site Manager: to any injured person.
2. **Apply immediate fire suppression,** as appropriate subject to prior training and present direction from Site Manager: to extinguish incipient fire. *Also see: “Fires and ‘hot spots’”.*
3. **Undertake actions,** as appropriate and subject to prior training and present direction from Site Manager: to contain hazardous materials spill/release.
4. **Meet up with emergency responder at facility entrance,** if directed to do so by Site Manager: to guide them on location.
5. **Vacate or take other action,** as directed by Site Manager: to the evacuation assembly area.
6. **Do not re-enter work facility:** until the Site Manager gives the

go-ahead to do so.

**Even if full evacuation is unnecessary:** halt and suspend work activities within the immediate vicinity of the incident until emergency is declared resolved by Site Manager.

### Section 3: Detailed action plans for various workplace emergencies.

#### **SITE SPECIFIC TO FAIRFIELD:**

Although fires and hot spots can occur any season, they are most prevalent late fall and winter in the single grind piles.

To help cut down on the risk, pile temperatures are taken weekly starting late September, any piles reaching temperatures of 155 degrees Fahrenheit are broken down and flipped to cool.

As a precaution, during the cooler months the heavy first grindings will be screened to remove the fines in order to reduce the micro activity in the piles, thereby keeping the pile temperatures lower.

Protocol in Fairfield is to keep the fire department informed of any and all incidents involving hot spots, smoking pile and flames.

Water is kept on when working a hot pile to minimize flare ups, sprinklers are kept on overnight if a pile is smoking but not showing flames.

**If flames appear and the fire cannot be doused within two minutes, CALL THE FIRE DEPARTMENT IMMEDIATELY.**

## Hot Spots, Fires and Explosions

This section addresses the preferred method for reporting and responding to fires and “hot spots” *Also see* Fire Prevention & Protection Plan (provided under separate cover) for details on preventing fires.

### A. Hot Spots

Special note re: Hot Spots

Hot spots are a common occurrence in composting and mulching operations. A “hot spot” is when an area of the compost or mulch pile starts to smolder – in other words, starts to smoke, but has not yet caught on fire. Only employees who have been trained or who are otherwise working under the direct supervision of the Site Manager should tend to a hot spot.

Many hot spots can be dealt with using procedures appropriate to the nature of the operation, climate, and situation.

Employee who discovers a “hot spot” in the facility must:

1. **Inform:** other nearby employees.
2. **Notify Site Manager.** See section “General Reporting Procedures and Steps”. This can be done by cellular phone, two-way radios, word of mouth, etc. See section “General Reporting Procedures and Steps”.
3. **Follow direction:** as provided by Site Manager.
4. Call the Fire Department if:
  - You dig into the pile and see ashes and glowing embers;
  - There are open flames in a small area, but they are not contained after two minutes of application of water or fire extinguisher; or
  - At any time, in your judgment the situation is at risk of getting out of control.

**B. Fires and/or Explosions:** Employee who discovers a fire in the facility must:

1. Shout “FIRE” and the location of the fire to inform other nearby employees.
2. Notify the Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. *See section* “General Reporting Procedures and Steps”.
3. Follow direction as provided by Site Manager.

**C. Corrective actions: Employee, if directed by the Site Manager, may:**

1. Subject to prior training, an employee may attempt to extinguish incipient fires until relieved by the Fire Department or until it becomes apparent that the fire cannot be controlled by fire extinguishers, using the following equipment:
  - a. ABC fire extinguishers for all fires
  - b. Fire hose for Class A fires

Fire Extinguishers are located in all site vehicles and in the Main Office. A hose is located next to the Main Office.

Note: employees should never attempt to control a fire which endangers their health. They must immediately evacuate the area when it becomes apparent that the fire cannot be controlled or when conditions become more hazardous, and notify the Site Manager once they are back in a safe area.

**D. Evacuation Assembly Area**

1. Employees not involved in extinguishing the incipient fire must evacuate to the assembly area. Also see "Evacuation Assembly Area".
2. Employees should remain at the primary assembly area and wait for direction as provided by Site Manager to re-enter the work area or go elsewhere.

**Type and Location of Fire Equipment onsite & List of employees trained to use.**

	Type of Fire Equipment	Source of Water & Power	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use	Date of Training
1.	Fire Extinguishers		Each loader, all trucks, on grinder, spares in office.	All Employees	
2.	Fire Hoses	Municipal water supply	by office and on highest elevation of site	All Employees	
3.					
4.					



## Medical Emergencies

A medical emergency is any injury that requires professional medical attention. This section addresses the preferred method for reporting and responding to medical emergencies, including injured workers:

- A. Injury to self: An employee who is injured must, if possible:
  - 1. **Inform:** other employees, and
  - 2. **Notify:** the Site Manager and/or try to communicate situation to others.
  - 3. **Should not attempt to move:** unless there is the potential for more harm.
  
- B. Injury to another: An employee who discovers a medical emergency should:
  - 1. **Inform:** other employees.
  - 2. **Attempt to assess,** subject to prior training, if the worker is:
    - a. Unconscious
    - b. Parts of body burned
    - c. Not breathing
    - d. Amputated or serious fracture (arm, leg, back, neck)
    - e. Bleeding heavily
  - 3. **Notify:** Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. See section "General Reporting Procedures and Steps".
  - 4. **Follow direction:** as provided by Site Manager.
  
- C. Site Manager
  - 1. **Site Manager should assess, apply or direct first-aid.** The Site Manager should evaluate the situation and perform, or otherwise direct employees with prior training to take appropriate actions to provide immediate comfort and aid as follows:
    - a. **Get** the first-aid kit and blankets, and **undertake** first-aid as the situation may require
    - b. **Do not attempt to move injured worker,** in cases of potentially serious injury: unless there is the potential for more harm. Otherwise, await ambulance attendants.
    - c. **Determine whether professional medical attention is needed, and if, that it is obtained: the Site Manager must** assess and determine whether the injured worker needs to receive professional medical attention, and if so, that such expertise is obtained onsite or offsite at the local hospital or other medical facility. **Site Managers should:** err on the side of having injured employees evaluated and treated by such

- medical professionals.
- d. **Keep onlookers away:** from the accident location
- e. Keep the injured worker calm and comfortable: as much as is possible.
- f. **Isolate the accident scene:** by screening or defining the area with caution tape or rope to make sure that nothing is moved or changed until the authorities have completed their investigation.

List of employees trained to use first-aid/medical equipment and location onsite

	Type of First-Aid or Medical Equipment	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use	Date of Training
1.	Eye Wash Station	Back office, weekly		
2.	Basic First-Aid Kit	Front office, monthly		
3.				
4.				

## Hazardous Materials Spill or Release

No matter which one of our facilities you work in, an employee could potentially face an emergency involving hazardous materials such as flammable, explosive, toxic, or noxious substances, including diesel fuel, which is considered a hazardous material. This section addresses the preferred method for reporting and responding to hazardous materials release emergencies.

The source of the hazardous substances could be external, such as a neighboring chemical site that catches on fire or an oil truck that overturns on a nearby roadway. The source may be within our physical site, such as a biogas exposure or release at one of our anaerobic digestion facilities.

Regardless of the source, this kind of emergency event could have a direct impact on you, your work facility, or Harvest's business operations. Under normal working conditions, or during emergency situations, an employee may be exposed to hazardous substances while performing work at a Harvest facility. In accordance with OSHA 1910.1200 and Canada Hazardous Products Act, Harvest has prepared a Hazardous Materials Working Guide.

A copy of this guide is available to you under separate cover. You should read and understand this guide as part of Harvest's employee training programs.

This section addresses hazardous materials release emergencies:

- A. Hazardous material release: Employee who discovers the hazardous material release in the facility must:**
  - 1. **Inform:** other nearby employees of release and location.
  - 2. **Notify:** the Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. *See section "General Reporting Procedures and Steps"*.
  - 3. **Follow direction:** as provided by Site Manager, who should assess the situation--and/or otherwise direct employees with prior training to--take appropriate actions.
  
- B. Site Manager: must assess whether release is "Incidental" or "Major" and take appropriate action. The Site Manager must immediately assess and determine whether the release is "Incidental" (small release that is easily controllable, with no risk to people or the environment) or "Major" (large release not easily controlled that requires professional clean-up by public agencies or a Harvest consultant contractor.)**
  - 1. **Incidental Release: Site Manager may direct Employee, if so trained, to take remedial action** to control, contain, and clean-up the release, following the procedures in the Hazardous Materials Working Guide.

**Note:** employees should never attempt to remediate a spill which endangers their health. They must immediately evacuate the area when it becomes apparent that the spill cannot be controlled or when conditions become more hazardous, and notify the Site Manager once they are back in a safe area.

**List of employees trained to remediate incidental spills**

	Type of Spill Absorption or Clean-up Equipment	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use
1.	55 Gallon Spill Kit	Next to the Storage Container	
2.			
3.			

2. Major Release: The Site Manager must:

- a. **Contact** Harvest Environmental Remediation Consultant or Contractor and direct them to complete clean-up as appropriate.
- b. **Determine** whether local emergency responders, such as the Fire Department should be contacted, and do so as appropriate.
- c. **Log** time of event, actions taken, type and estimated quantities of material released, and have photographs taken to record the event.

3. **Both Incidental and Major Release: Notification of Other Authorities.** In all cases, the Site Manager must determine whether to notify other authorities. In many jurisdictions, other state or provincial emergency or environmental authorities must also be notified. The **Site Manager must** review the Environmental Release notification requirements table in this section and then **confirm** with appropriate Corporate staff whether local, state, and or federal agencies must or should be notified.

**Environmental Release: notification Requirements by State**

State	Notification Requirements	Entity & Contact Info
Connecticut	Report of Pollution Incident as required by Chapter 446k, Section 22a-450, the discharge, spillage, etc. of Any amounts of petroleum or chemical liquids or shall immediately report	CT DEEP 860-424-3338

**C. Employees (not involved in remediating the spill) must:**

1. **Evacuate** to the assembly area, if so directed by the Site Manager. Also see Section 4, Miscellaneous, "Evacuation Assembly Area".
2. If applicable, employees should remain at the evacuation assembly area and wait for direction as provided by Site Manager to re-enter the work area or go elsewhere.

**D. Biogas Exposure at Compost or Anaerobic Digester sites:**

1. **NO EMPLOYEE must ever enter a confined space where biogas may be present**, unless that employee has been properly trained, is equipped with the necessary PPE, is following the established safety procedures for the facility, and has approval from the Site Manager.
2. **Any employee who has personally been or believes a colleague has been exposed to biogas must:** immediately notify the Site Manager. The Site Manager should use the "Medical" emergency section of this EAP to develop a response to this situation.

**Note: Common symptoms of biogas exposure are:** drowsiness, headache, disorientation, and respiratory irritation. The severity of the

symptoms will depend on the concentration of biogas and length of exposure.

**List of Employees Trained to enter areas with biogas exposure**

	Type of Equipment	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use	Date of Training
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

## Power or other utility loss

No matter which one of our facilities you work in, we need electricity and other utilities to safely conduct our business operations. This section covers the preferred method for reporting and responding to a power or other utility loss. In the event of a loss of power or other major utility loss:

A. **Loss of Power:** Employee who discovers that electricity has been lost to the site must:

1. **Notify:** the Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. *See section "General Reporting Procedures and Steps"*.
2. **Follow direction:** as provided by Site Manager.

## Other Potential Evacuation Events

A. **Bomb Threats:** All employees will be evacuated from the facility in the event of a bomb threat. The authorities should be contacted immediately.

**Site Managers at facilities with anaerobic digesters MUST** and other Site Managers should determine in advance who would be most likely to receive a bomb threat. The identified people must be trained to:

- respond to the caller with appropriate questions;
- detail the conversation and the exact words of the threat made by the caller; and
- report the threat to the appropriate authority.

B. **Acts of Violence:** Any Harvest employee, upon becoming aware of an instance of physical assault, threatening behavior or verbal abuse occurring the work setting must immediately report the facts and circumstances of said incident to their supervisor.

1. In an emergency situation where there is an immediate threat of violence the Site Manager, or designee, must ensure that law enforcement is notified.
2. Employees should consider their personal safety first in situations
3. Employees should recognize these warning signs:
  - Threatening violence against others.
  - Vowing to get even with bosses or co-workers.
  - Making a habit of threatening or intimidating others.
  - Saying people are out to get him or her.
  - Talking a lot about weapons, possibly owning them.
  - Holding grudges.
  - Blaming others for problems or setbacks.

- Getting angry very easily and often.
- Responding very defensively when criticized.

## Tornado warning and emergency

This section presents the preferred method for reporting and responding to a tornado warning and emergency. Prior to any tornado emergency, the Site Manager will designate safe shelter areas within the facility for employees and individuals. See Appendix A for a description and map of such areas.

### A. Tornado Watch Procedures

1. A Tornado Watch means that conditions are right for severe thunderstorms and possible tornadoes to develop. Any employee who learns of a *tornado watch* in the area should immediately notify the Site Manager. The Site Manager must:
  - a. **Tune the radio:** to the National Weather Service channel to stay current on the storm progress.
  - b. **Check to insure:** that all safe shelter areas are unlocked and accessible
  - c. **Check to be sure:** that medical supplies and flashlights are stored in the safe shelter area.
  - d. **If time permits:** "X" the windows with tape or secure plywood to the outside of windows.

### B. Tornado Warning Procedures

1. A Tornado Warning means a tornado has been seen or detected by radar. Any employee who learns of a *tornado warning* in the area should immediately notify the Site Manager. The Site Manager must:
  - a. **Inform:** all employees and individuals to take cover in shelter areas immediately.
  - b. **Make the following announcement on the public address/radio System:** "Ladies and Gentlemen. The National Weather Service has issued a Tornado Warning for this area. Due to this warning, this facility is being temporarily closed. Please do not leave the building. We request that you proceed to the shelter area(s) located in the [name of location(s)]."
  - c. **Assign someone:** to shut off the main gas and electrical systems.
  - d. **As time permits:** immediately contact Harvest corporate staff.
  - e. **Afterwards, coordinate:** first-aid and other assistance as necessary to individuals.
  - f. **Declare that the event is over,** when appropriate: to employees and other individuals and resume normal business operations.



## Hurricane warning and emergency

Some of our Harvest facilities and lie in a region prone to tropical storms, and such facilities should have up-to-date hurricane emergency action planning in place. All Harvest facilities east of the Mississippi River should implement this section which provides the preferred method for planning, reporting and responding to a hurricane warning and emergency.

Note: Hurricane seasons occur at different times, but the typical North Atlantic region season lasts from June 1 to November 30.

The Site Manager is the designated person with the authority to implement the hurricane emergency action plan, which includes ordering any process shutdowns and facility evacuations. Both before and during the hurricane season, **the Site Manager:**

### A. Before hurricane season begins, we should take the following steps:

1. Identify or, if appropriate, contract with a roofing company to respond quickly should repairs be needed before or after a storm. (Having a contract in place will allow faster access to critically needed repair services. Site Managers, in consultation with regional management, should assess on a case-by-case basis whether to make such arrangements.)
2. Schedule an inspection of the building envelope. Have the roofing contractor check the condition of roof coverings and flashing. Verify rooftop equipment is secure and that connections and fasteners holding equipment in place are not corroded. Consider adding strapping or bracing to reinforce rooftop equipment. Verify the condition of all glazing systems and weather seals, and confirm windows and doors are secure and will close tight.
3. Verify inspection, testing and maintenance of all emergency generators are up to date. Check the entire fuel system including centralized bulk fuel storage tanks and fuel transfer pumps.

### B. During hurricane season, maintain an awareness of developing and approaching hurricane activity. Web sites are available for all hurricane-prone regions that provide this information.

1. For the continental U.S., Caribbean and Northeast Pacific, awareness of hurricane activity can be maintained through the National Hurricane Center web site at <http://www.nhc.noaa.gov/>.
2. Following the sequence of hurricane tracking maps allows the Site Manager and employees to be aware of hurricane progress and the changing likelihood the hurricane may affect their location.

C. 48 hours before hurricane landfall, should:

1. See Appendix B1 for list of recommended steps to be undertaken.

D. 36 hours before hurricane landfall, should:

1. At 36 hours before anticipated landfall, time will be limited. The Site Manager should make sure staff needed to complete all of the tough actions is available. See Appendix B2 for list of recommended steps to be undertaken.

E. During a hurricane, should:

1. See Appendix B3 for list of recommended steps to be undertaken.

F. After a hurricane, should:

1. See Appendix B4 for list of recommended steps to be undertaken.

## Earthquake

It is important for that all employees be aware of the potential for earthquakes and the resulting damage to buildings and facilities. The preferred way for reporting and responding to an earthquake includes:

A. During an Earthquake: Employees should:

1. If indoors, stay indoors and take cover beneath a desk, table, bench or in a doorway, hall or against an interior wall, away from glass windows and glass doors, and away from containers having hazardous material stored.
2. If outdoors, stay outdoors move away from buildings and all structures, and all overhead electrical wires. In earthquakes, most injuries occur as people are entering or leaving buildings.
3. If operating a vehicle stop, as soon as possible, but stay inside the vehicle.

B. After an Earthquake: The Site Manager should:

1. **Coordinate:** first-aid efforts.
2. **Check news media:** to get emergency information from local authorities.
3. **Check natural gas and biogas lines** for leaks. If a leak is detected, shut down the system, and notify the local gas service company and/or other entity as necessary.
4. **Shut off the electrical current** at the main breaker box if power has been interrupted.
5. **Direct employees and individuals:** to a safe assembly area outside the building.

6. **Take a head count:** to insure all employees were safely evacuated.
7. **Do not permit individuals:** to enter the building again until cleared by authorities.
8. **Assign duties:** to clean up damage and resume business as soon as possible.

**Section 4: Miscellaneous**

An effective EAP contains a number of additional sections that help support the specific emergencies and response actions identified in prior sections of this document. Each Site Manager should work with onsite personnel and Corporate Headquarters and Regional staff to make sure that the following additional components are incorporated into the final EAP developed and made operational for their facility.

**Onsite Notification Plan**

**The Site Manager must:** insure techniques are in place to alert employees, including disabled workers, to evacuate or take other action. Include:

- a. Make sure alarms are distinctive and recognized by all employees as a signal to evacuate the work area or perform actions identified in the EAP.
- b. Make available an emergency communications system, including that employees have several methods by which to contact Site Manager in event of an emergency.
- c. Make sure alarms must be able to be heard, seen, or otherwise perceived. Consider auxiliary power supply in the event that electricity is shut off.

**Escape route assignments, and assembly muster location**

**The Site Manager must:** ensure that plans of emergency escape routes and evacuation assembly (muster) location are prepared and included as Attachment C, and posted for viewing in an appropriate location. These drawings should include:

1. Floor plans
2. Work place maps
3. Evacuation (muster) assembly areas

## Communications & Outreach Plan

When an emergency occurs, the need to communicate is immediate.

**The Site Manager should:** ensure that a Communications & Outreach Plan is prepared, with a list of potential audiences that includes:

- a. Emergency services. Local first responders must be notified.
- b. Customers. If business operations are disrupted, customers will want to know how they will be impacted.
- c. Survivors impacted by the incident and their families
- d. Employees and their families
- e. News media. If the incident is serious, the news media will likely be on scene or in contact to obtain details. Numerous contemporaneous requests from media may be overwhelming. **The Site Manager must:**
  - o **Designate**, in consultation with the Senior VP of Corporate Operations and the applicable Vice President, an authorized spokesperson to speak to the news media. This team will prepare that spokesperson with talking points, so they can speak clearly and effectively in terms that can be easily understood.
  - o **Direct** all media inquiries to the Harvest Director of Communications, until such time as someone has been so designated.
  - o Remind employees that they are not authorized to speak to the media.
- f. Community—especially neighbors living near the facility
- g. Harvest: local, regional, and corporate management. Employees on-site during emergency should inform Site Manager. Site Manager's contact information will be available to all employees Site Manager will assess magnitude of emergency and act accordingly. If warranted, Site Manager will inform Regional Vice President, Senior VP of Operations or other designated levels of corporate management.
- h. Government: elected officials, regulators, and other authorities. Communications with government officials depends upon the nature and severity of the incident and regulatory requirements. OSHA....
- i. Neighbors living near the facility may need information—especially if they feel threatened by the incident.
- j. Suppliers

Contact information for each audience should be compiled and immediately accessible during an incident. Include as much information for each contact as possible, including alternative contact points. Lists should be updated regularly, secured to protect confidentiality, and available to authorized users.

Techniques for remote access to communication systems are identified and procured.

**Employee Training** The primary purpose of this EAP is to educate Harvest employees about the types of emergencies that may occur and to train them in the proper course of action. It is important that all employees understand the function and elements of your emergency action plan, including types of potential emergencies, reporting procedures, alarm systems, evacuation plans, and shutdown procedures. Employees and managers at each facility should discuss any special hazards you may have onsite such as flammable materials, toxic chemicals, radioactive sources, or water-reactive substances, and incorporate and modify this EAP template as appropriate.

The Site Manager must:

1. Ensure that each employee is provided training on this EAP. See also "Section 4: How often must employees be trained?"; and
2. Ensure that Practice Drills are held as often as necessary, and at least annually. (See next section.)

Each employee must:

1. Read this EAP
2. Attend training and discuss it with his/her managers onsite, and

### **Practice Drills**

Once all employees have had the proper training on this EAP, it is a good idea to hold practice drills as often as necessary to keep employees prepared.

Related to such practice drills, **the Site Manager must:**

1. Ensure that such practice drills take place quarterly, or more frequently if appropriate.
2. Log the date and attendance of such training drills in Attachment E.
3. Include outside resources such as fire and police departments when possible.
4. Meet with all employees to evaluate the effectiveness of the drill.
5. Identify the strengths and weaknesses of this EAP and work to improve it.

**How often must employees be trained?**

**The Site Manager must:** ensure that Employee EAP training takes place, at a minimum, when:

1. The EAP plan initially becomes operational.
2. New employees are hired.
3. New equipment, materials, or processes are brought into the workplace that affects evacuation routes.
4. The layout or design of the facility has changed significantly; and
5. This EAP document has been materially revised.
6. Each employee should receive refresher training at least once per year.

**Who should you coordinate with when drafting your emergency action plan?**

Although there is no specific OSHA requirement to do so, Harvest believes it useful to coordinate this EAP effort with any others to ensure the effectiveness of the plan. **The Site Manager must:** take steps to coordinate this EAP with:

1. Companies or employee groups in your building or adjacent parcels.
2. Local emergency responders such as the fire department, local HAZMAT teams, or other outside responders. This ensures that you are aware of the capabilities of these outside responders and organizations and that they know what you expect of them.

**Site Maps**

**The Site Manager must:** ensure that Detailed Site Maps have been prepared, posted, and shared with employees that show:

- Location of emergency exits, evacuation routes and areas (muster stations), fire alarm pull stations, and related signage. Signs as required by ordinance, regulation, or law, will identify emergency exits.
- Electrical service
- Utility disconnects
- Biogas pipelines and shutoff valves
- Location of fire extinguishers or other safety equipment

**Employees are required:** to be familiar with the location(s) of alarm pull stations and emergency exits and evacuation (muster) areas.

**Offsite Contingency Communications Center**

**The Site Manager should:** plan for and procure a location of an offsite alternative communications center to be used in the event of a fire or explosion or environmental discharge requiring evacuation.

**Document secure location**

**The Site Manager should:** secure an on- or offsite location to store originals or duplicate copies of accounting records, legal documents, employees' emergency contact lists, and other essential records.



Appendix A: Tornado, designated safe shelter areas



- Due to the lack of buildings on site it would be best to seek shelter across the street at the Water Treatment Plant in the event of a tornado.

There are some general guidelines that may be used to aid in the selection of such spaces. When selecting a safe shelter, consider:

- The lowest floor, preferably a basement
- Interior spaces- rooms with no walls on the exterior
- Areas supported by secure, rigid structural frame members
- Short roof spans

- **Appendix B1: 48 hours before a hurricane landfall**

**The Site Manager should**, about two days before a hurricane is expected to affect the site location, begin to implement the following actions:

- Review the hurricane emergency action plan with all involved personnel.
- Check building roofs. Make repairs to coverings and flashing as time allows.
- Remove all loose items from the roof, secure equipment doors and covers, and remove debris.
- Verify roof drains are clear of trash and other obstructions.
- Fill fuel tanks serving emergency generators and other vital services.
- Verify dewatering pumps are in service and working.
- Verify outside storm drains and catch basins are clean.
- Remove debris from outdoor areas that may become “missiles.”
- Remove loose, outdoor, inactive equipment.
- Back up computer data.
- Manufactured products:
  - Ship out as much stock as possible.
  - Verify all stock is skidded at least 4 inches above the floor.
- For Anaerobic Digestion facilities:
  - Inventory tanks and vessels with enough material to secure them against the forces of buoyancy should they be exposed to flooding, surface water runoff or storm surge.

## Appendix B2: 36 hours before hurricane landfall

**The Site Manager should**, about 36 hours before a hurricane is expected to affect the site location begin to implement the following actions:

- Protecting or relocating vital business records
- Removing all loose outdoor storage or equipment
- Anchoring portable buildings or trailers to the ground
- Securing outdoor storage or equipment that cannot be moved
- Installing [after verifying with Corporate?] manual protection systems (e.g. shutters, plywood covers and flood gates).
- Raising critical equipment off floors (e.g. personal computers)
- Moving critical equipment from basement and other below-ground areas
- Covering critical stock and equipment with waterproof tarpaulins
- Initiating an orderly shutdown of production equipment and systems that rely upon normal power
- Turning off fuel gas services
- Turning off non-essential electrical systems
- Verifying all fire protection systems are in service (e.g. water supplies, fire pumps, sprinklers, fire alarms and special extinguishing systems)
- For manufacturing:
  - Stopping incoming shipments of raw materials that will be exposed to damage

## Appendix B3: During a Hurricane

**The Site Manager should:** begin implementing the following actions during a hurricane:

- Consider having an Hurricane Response Team (HRT) to remain onsite during the storm. The HRT should consist of volunteer members willing to remain onsite during the hurricane (if allowed by local authorities).
- Carefully determine whether the location, design and building construction make it a safe place for HRT members to remain during the storm.
- The HRT members should be trained in all aspects of the emergency action plan and include representatives with decision-making authority as well as knowledge of facility operations.
- Security personnel may also be required.
- Prepare an HRT supply kit that includes items necessary during and immediately after the storm. This includes satellite phones, two-way radios, portable AM/FM radios, flashlights, lanterns, plenty of batteries, rubber boots, gloves, blankets or sleeping bags, first-aid kit, spare clothing and an adequate supply of shelf-stable food and water to last at least 72 hours.
- Anticipate loss of electrical power and municipal drinking water for several days following the storm.
- Storm-tracking procedures should be developed. The HRT should include personnel capable of monitoring conditions using various media and equipment (e.g. radio, television, Internet and portable phone).
- If the facility is in an area known to be exposed to a flood or storm surge, specific response procedures should be developed as part of the emergency action plan to manage the water exposures.
- During the height of the storm, the HRT personnel should remain in a location that has been secured from wind and flood and proven secure.

## Appendix B4: After a Hurricane

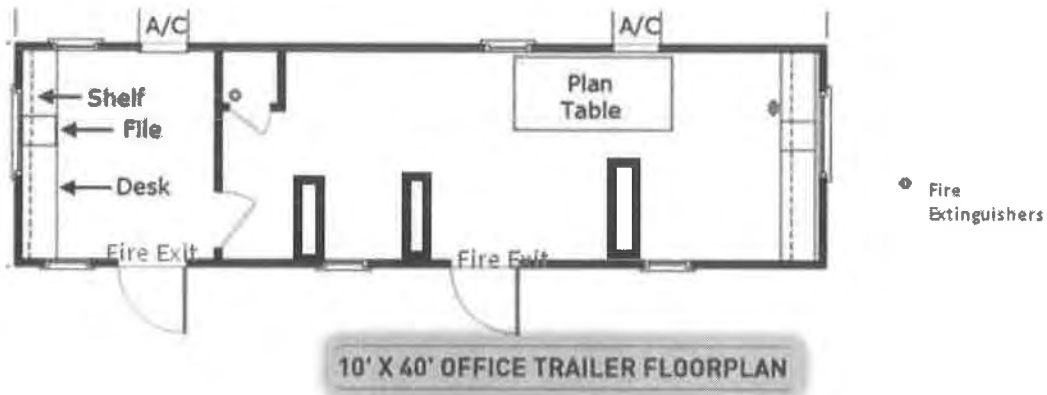
**The Site Manager should**, after a hurricane has affected the site, implement the following actions:

- When returning to the site, bring identification, additional supplies and cameras to document conditions.
- Communicate with the ERT to determine what supplies are needed.
- Survey the site for hazards:
  - Live electrical wires
  - Broken glass and sharp metal
  - Leaking fuel gases or flammable liquids
  - Damaged building features or contents that could shift or collapse
  - Paved or hardscape areas undermined by wave action and subject to collapse
  - Flammable atmosphere in vapor space of flammable storage tanks
- Verify the status of protection systems. Check water supplies, fire pumps, automatic sprinklers, fire alarms and security systems.
- Manage impairment for protection systems:
  - Expedite repairs.
  - Post fire watch in area with impaired fire protection.
  - Post security personnel in areas where building or site access is not suitably controlled.
- Survey the damage and initiate repairs immediately:
  - Promptly notify contractors to avoid waiting in line for service.
  - Establish repair priorities, including the building envelope, utilities and fire protection systems.
- Begin salvage as soon as possible to prevent further damage:
  - Protect the building and contents from further damage.
  - Separate damaged goods.
  - Save all damaged goods.
  - Avoid accumulations of combustible materials inside the building.
  - Avoid storage in areas with impaired fire protection.
- Maintain contact with corporate management and your insurance broker.
- Clear roof drains, balcony drains and ground-level catch basins and drains in preparation for future rain events.
- Have qualified personnel thoroughly check all utility systems and hazardous processes before returning them to service.
- Restore HVAC system to maintain or restore building interior environment.
- Determine whether adequate raw materials will be available when the Site is physically ready to begin operations. Remember that local suppliers and distributors may still be down or at reduced rates.
- Provide a means to stay in contact with displaced personnel.

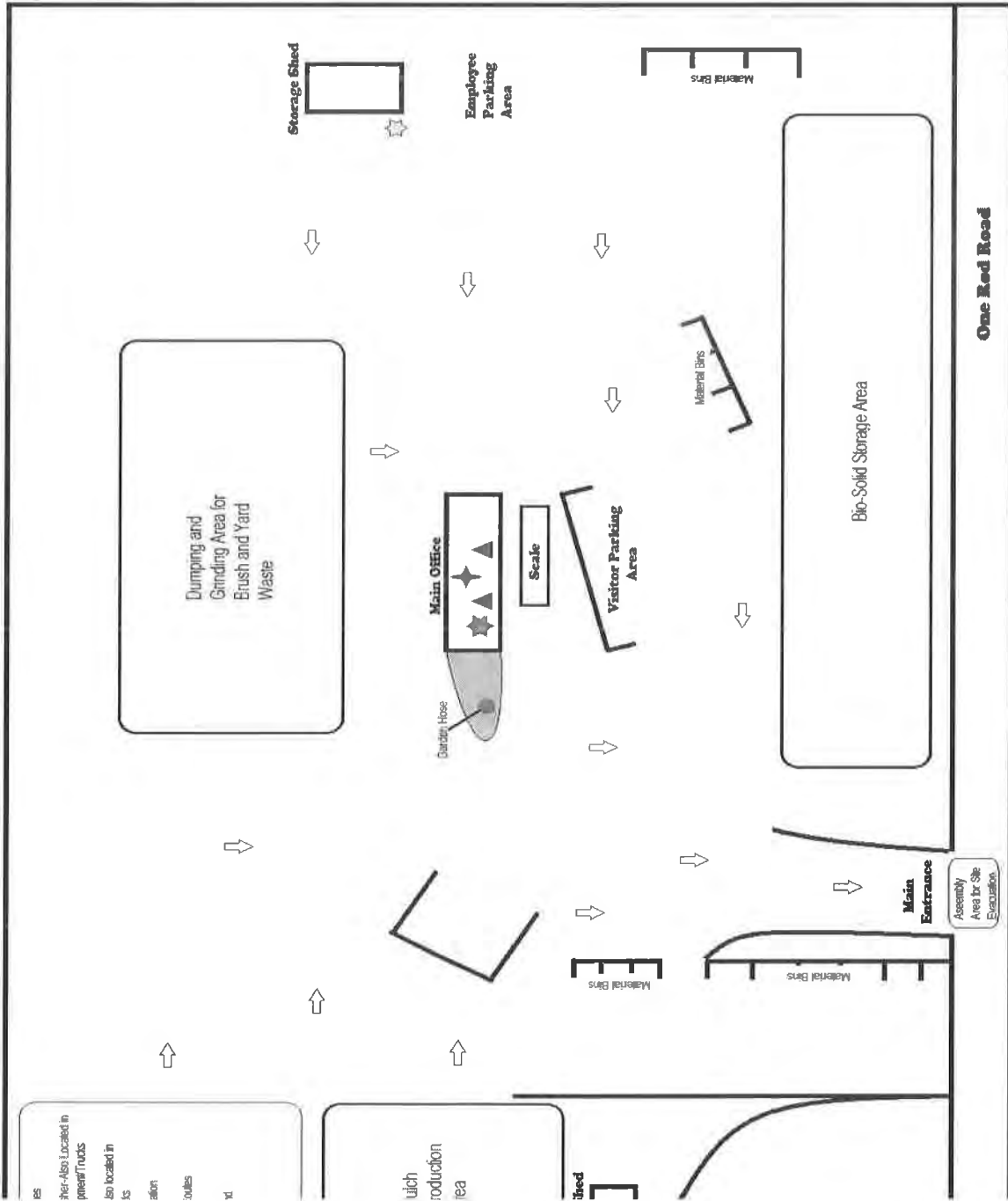
- Consider a telephone number that delivers a recorded message with daily updates designed to keep both employees and customers informed.

**Appendix C: plans of emergency escape routes and evacuation assembly (muster) location(s):**

**Our staff is to meet at the main entrance on One Rod Road in case the site needs to be evacuated.**









**Main evacuation route:** turn right out of driveway entrance to stop sign, left on One Rod Hwy to Reef Road, left on Reef Road to Route 1.

**Secondary evacuation route:** turn left out of driveway entrance, follow road through the Town of Fairfield Public Works Yard to paper road behind garages that connects to Veres Street, follow Veres Street to Reef Road, and turn left on Reef Road to Route 1.

## Appendix D: Additional Information Related to Communications and Outreach Planning

None.

## Appendix E: Site Manager's Log of EAP Training Drills

	Date of Drill	Description of Drill	Name of Employee(s) that Participated	Date of Drill
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### Award Resolution:

On the 19th of July 2017, the Purchasing Authority awarded bid number 2017-78 to Harvest New England. Harvest New England shall pay the Town of Fairfield \$4,250.00 per month, \$51,000.00 annually, and shall provide all of the labor, material, equipment to operate the town-owned leaf and yard waste facility located at One Rod Highway. The following is justification for this award selection:

- Four (4) proposal submissions were received for this solicitation (Connecticut Tank Removal, Good Earth Tree Care, Grillo Services and Harvest New England.
- The Town assembled an internal panel to review and evaluate each of the proposal submissions that were received. At the conclusion of their review, the Town panel members individually scored each of the submissions based on the criteria listed on the scoring matrix that was provided in the RFP document. Harvest New England was ranked first by all members of the town panel.
- In addition to Harvest New England's high ranking concerning their qualifications and experience, Harvest England's proposed fee to the Town afforded the best overall value to the Town.

  
Michael C. Tetreau, First Selectman

  
Gerald J. Foley, Director of Purchasing

Purchasing Authority  
 RFP 2017-78  
 Leaf and Yard Waste Facility  
 Opened 2:00 p.m. on 7 June 2017  
 Pricing Proposals opened on June 16 2017 (After Qualifications Review)

<b>Harvest New England</b>	<b>Connecticut Tank Removal</b>	<b>The Good Earth Tree Care, Inc.</b>	<b>Grillo Services, LLC</b>
<p><i>Commercial Tip Fees</i></p> <p>Wood Chips \$10/ ton            Leaves \$55/ ton            Brush \$58/ ton            Logs under 8' length \$65/ ton            Mixed Yard Waste \$69/ ton            Stumps \$75/ ton            Sale of landscape materials from the site will be based on market rates</p> <p><i>Annual Price Proposal</i></p> <p>Payment to the Town- Harvest New England will pay the Town \$4,250 per month, \$51,000 annually.</p>	<p><i>Commercial Tip Fees</i></p> <p>Leaves \$55 per ton            Grass \$69 per ton            Brush (6") max \$58 per ton            Mixed Yard Waste \$69 per ton            Stumps (36") \$75 per ton            Logs (6' max) \$65 per ton            Wood Chips \$0-\$20 per ton</p> <p><i>Annual Price Proposal</i></p> <p>CTR's annual fee to the Town of Fairfield of operating the Town's Leaf and Yard Waste Facility is \$30,000 annually, due in monthly installments.</p>	<p><i>Commercial Tip Fees</i></p> <p>Leaves only \$55.00 per ton            Brush only up to 6" \$5800 per ton            Mixed Clean up \$69.00 per ton            Grass \$69.00 per ton            Logs \$65.00 per ton            Stumps \$75.00 per ton            Wood Chips \$20.00 per ton</p> <p><i>Annual Price Proposal</i></p> <p>The annual fee is \$12,000.00, to be paid in monthly installments.</p>	<p><i>Commercial Tip Fees</i></p> <p>Leaves \$53.00 per ton            Brush 8" diameter and below \$56.00            Mixed Yard Waste Brush, Grass, Leaves \$68.00            Grass \$69.00            Logs \$62.00, Stumps \$73.00            Pallets \$69.00            Wood Chips \$15.00 per ton</p> <p><i>Annual Price Proposal</i></p> <p>Grillo Services LLC will provide the services stated in Town of Fairfield RFP #2017-78 for the cost of \$100,000.00 annually. The Town of Fairfield will pay Grillo Services LLC \$8,333.33 in monthly installments.</p>

Purchasing Authority  
RFP 2017-78  
Leaf and Yard Waste Facility  
Opened 2:00 p.m. on 7 June 2017  
Pricing Proposals opened on June 16 2017 (After Qualifications Review)

<b>Harvest New England</b>	<b>Connecticut Tank Removal</b>	<b>The Good Earth Tree Care, Inc.</b>	<b>Grillo Services, LLC</b>
<p style="text-align: center;"><i>Commercial Tip Fees</i></p> <p>Wood Chips \$10/ ton  Leaves \$55/ ton    Brush \$58/ ton    Logs under 8' length \$65/ ton  Mixed Yard Waste \$69/ ton  Stumps \$75/ ton  Sale of landscape materials form the site will be based on market rates</p>	<p style="text-align: center;"><i>Commercial Tip Fees</i></p> <p>Leaves \$55 per ton  Grass \$69 per ton    Brush (6") max \$58 per ton    Mixed Yard Waste \$69 per ton  Stumps (36") \$75 per ton  Logs (6' max) \$65 per ton  Wood Chips \$0-\$20 per ton</p>	<p style="text-align: center;"><i>Commercial Tip Fees</i></p> <p>Leaves only \$55.00 per ton  Brush only up to 6" \$5800 per ton    Mixed Clean up \$69.00 per ton    Grass \$69.00 per ton  Logs \$65.00 per ton  Stumps \$75.00 per ton  Wood Chips \$20.00 per ton</p>	<p style="text-align: center;"><i>Commercial Tip Fees</i></p> <p>Leaves \$53.00 per ton  Brush 8" diameter and below \$56.00    Mixed Yard Waste Brush, Grass, Leaves \$68.00    Grass \$69.00  Logs \$62.00, Stumps \$73.00  Pallets \$69.00  Wood Chips \$15.00 per ton</p>
<p style="text-align: center;"><i>Annual Price Proposal</i></p> <p>Payment to the Town- Harvest New England will pay the Town \$4,250 per month, \$51,000 annually.</p>	<p style="text-align: center;"><i>Annual Price Proposal</i></p> <p>CTR's annual fee to the Town of Fairfield of operating the Town's Leaf and Yard Waste Facility is \$30,000 annually, due in monthly installments.</p>	<p style="text-align: center;"><i>Annual Price Proposal</i></p> <p>The annual fee is \$12,000.00, to be paid in monthly installments.</p>	<p style="text-align: center;"><i>Annual Price Proposal</i></p> <p>Grillo Services LLC will provide the services stated in Town of Fairfield RFP #2017-78 for the cost of \$100,000.00 annually. The Town of Fairfield will pay Grillo Services LLC \$8,333.33 in monthly installments.</p>



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3040  
FAX (203) 256-3080


### RFP #2017-78 Request for Proposals Leaf and Yard Waste Facility

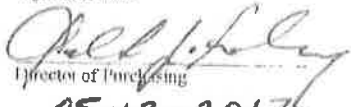
TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted June 7 2017

SEALED SUBMISSIONS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

  
First Selectman

  
Director of Purchasing

Date

05-12-2017

Respondent:

Harvest New England, LLC  
Doing Business As (Trade Name)

232 Colt Highway  
Address

Farmington, CT 06032  
Town, State, Zip

Chris Field, Vice President  
(Mr/Ms) Name and Title, Printed

Signature 

(860) 674-8855 (860) 677-0067  
Telephone Fax

cfield@harvestpower.com  
E-mail

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00pm, Wednesday, 7th June, 2017**

To provide labor, materials, equipment and all else necessary for the operation of the Town's Leaf and Yard Waste Facility as detailed in the attached request for proposal requirements.

#### NOTES:

1. Respondents are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their proposal submission
2. No proposal submission shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposal submissions are to be submitted in a sealed envelope and clearly marked "BID #2017-78" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Proposal submissions are not to be submitted with plastic binders or covers, nor may the proposal submission contain any plastic inserts or pages.



PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Harvest New England, LLC have received the following contract documents,

- 1. BID Document #2017-78,
2. Posted addenda numbered 1 thru 2, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my proposal. I shall supply all labor, equipment, tools and related materials required for the operation of the Town of Fairfield Yard Waste Facility as required by the bid documents.

Chris Field
Printed Name of Authorized Representative

Vice President
Title

Signature

June 5, 2017
Date

The Town has the right to add or remove items and/or quantities from this RFP. Unbalanced proposal submissions will not be accepted. The Town of Fairfield reserves the right to award the project:

- a) To more than one Respondent, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
b) To a single Respondent, at the sole and absolute discretion of the Town, who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
Addenda acknowledged per Item 2 on Bid Proposal Form, or
Signed and submitted with modified pricing if requested.
List of references where projects performed of comparable size and scope within the past three years.
Schedule of values.
List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
Bid Bond or equal approved security.

The Respondent hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Chris Field, Vice President
Name and Title of Authorized Representative (Printed)

Signature

June 5, 2017
Date



## Yard Waste Management Proposal



June 7, 2017

Harvest New England, LLC  
232 Colt Highway  
Farmington, CT 06032

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Emergency Action Plan .....	B
Permits and Agreements .....	C
Financial Information .....	D



Harvest New England's Ellington Facility

## A. EXECUTIVE SUMMARY

Harvest New England, LLC  
232 Colt Highway  
Farmington, CT 06032

TIN/EIN: 45-5587027

Harvest New England's sole business is the processing of organic waste and the marketing of landscape products. We have been operating in Connecticut since 1993. Over our nearly 25 years of business, we have learned much about processing yard waste and the operation of municipal facilities. We have been operating the Town's yard waste facility for the past ten years. We are proud of the progress that we have made in operating the facility, and look forward to continuing to improve the facility.

When we assumed responsibility for the Town's yard waste facility, we identified a number of priorities:

1. Safety
2. Convenience for residents
3. Convenience for contractors dropping off material
4. Handling and screening of bio-solids compost
5. Preparation of proper bulking agent
6. Compliance with environmental permits and regulations
7. Site appearance and organization
8. Production of marketable products
9. Efficiency of operation

During our stewardship, we made several changes to the site operation that improved the facility in all of these areas. In particular:

Increased staffing and equipment. We increased staffing and added additional equipment. Since 2007 we have had a 1,000hp Morbark 6600 horizontal grinder on-site virtually full time. This has allowed us to keep up with grinding incoming material, even in the aftermath of Tropical Storm Irene and the 2010 winter storm. It also ensures that we are able to provide sufficient quantities of high quality bulking agent in a timely manner. Multiple reliable payloaders mean that we are always able to load the bulking agent into Town trucks as needed. The same double ground material used for bulking agent is made available to residents for pick-up at no charge. The material is consistent and always available. We utilize proprietary scale software, which reduces transaction time for customers going over the scale.

Improved layout. We changed the layout of the facility. Residents in passenger vehicles now have a separate lane and no longer have to wait for the scale. We installed an automatic counter to keep track of the number of cars entering the facility. These changes have massively reduced waiting times and eliminated traffic issues on One Rod Highway and Reef Road. The facility is re-graded on a regular basis to reduce ponding and mud. Our payloaders are all equipped with boom suspension. Boom suspension dampens bucket movements reducing material spillage – increasing site cleanliness. We use high-tip buckets to load material into walking floor trailer that eliminates the need for a loading ramp and loader travel to the ramp. Since we are able to load material directly from stockpiles loading is faster, and site congestion is reduced.

We are pleased with our progress thus far and look forward to working with the Town in the future to further improve the facility.

- B. Business History. Harvest New England, LLC, a Delaware limited liability company, and its subsidiary, GreenCycle of Connecticut, Inc., a Connecticut corporation (collectively the “Company” or “Respondent”) currently operates four yard waste processing sites in the State of Connecticut. The Company has been in continuous operation since 1994. Originally incorporated as GreenCycle of Connecticut, Inc., the company was purchased by Harvest New England, LLC in 2012. Harvest New England, LLC is a wholly-owned subsidiary of Harvest Power, Inc.

The main processing site is located in Ellington and was opened in 1994. The Company moved to the Farmington facility in 2005. The Company has been providing full service contract operations (yard waste management) to municipalities since 1995. The Company operated the Town of West Hartford’s yard waste facility from 1995 to 2004 and has been operating the Town of Fairfield’s facility since 2006. The Company has been operating the Town of Wallingford’s facility since 2014, and previously operated that facility from 1999 through 2009.

A current balance sheet for the Company has been included as Appendix D to this submission. The Company has the financial ability to purchase new equipment as needed. We currently have two Volvo L90 payloaders which are used exclusively in Fairfield along with a Volvo L50. The Company also purchased a Morbark 6600 horizontal grinder that is in Fairfield virtually full time (it is moved to Farmington for maintenance periodically). In 2013 the Company purchased a new Morbark 1300B tub grinder which moves between sites and acts as an essential backup to our Morbark 6600. In 2010, we added a Hitachi EX270 LC-5 excavator equipped with a shear for processing stumps, which is shared among the four yard waste processing sites.

- C. No Selectman or other Officer, employee, or person who is payable in whole or in part from the Town has, nor ever has had any direct or indirect personal interest in the Respondent.
- D. Neither the Respondent, nor any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance.
- E. The Respondent has never been terminated, fired, or replaced on any project prior to completion.
- F. The Company anticipates using Snow’s Farm and My Daughter’s Trucking as subcontractors.
- G. References are included after the subcontractor list.

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company Snow's Farm Fed ID # 20-8709446  
Contact Person Irv Snow Title Principal  
Company Address 550 Sport Hill Rd, Easton, CT Phone (203) 261-2020  
Trade Leaf Hauling Email irv@snowsfarm.com  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #2:**

Name of Company My Daughter's Trucking Fed ID # 05-633566  
Contact Person Maria Galton Title Principal  
Company Address 434 Courtland Ave, Stamford, CT Phone (203) 325-0007  
Trade Leaf Hauling Email mydaughterstrucking@yahoo.com  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**

**REFERENCES**

Provide reference details of most recent similar scope projects performed.

**REFERENCE #1:**

Name of Company Town of Fairfield Phone (203) 256-3024  
Contact Person Mike Zembruski Cell \_\_\_\_\_  
Company Address 725 Old Post Road, Fairfield Email mzembruski@town.fairfield.ct.us  
Project, Location, & Date Completed Fairfield Yard Waste Facility - currently in operation

**REFERENCE #2:**

Name of Company Town of Wallingford Phone (203) 294-2105  
Contact Person Henry McCully Cell \_\_\_\_\_  
Company Address 29 Town Farm Road, Wallingford, CT Email solidwaste@wallingfordct.gov  
Project, Location, & Date Completed Wallingford Yard Waste Facility - currently in operation

**REFERENCE #3:**

Name of Company Town of Newington Phone (860) 667-5810  
Contact Person Rob Hillman Cell (860) 833-1854  
Company Address 131 Cedar Street, Newington Email RHillman@NewingtonCT.Gov  
Project, Location, & Date Completed Ongoing Contract

**REFERENCE #4:**

Name of Company Town of Manchester Phone (860) 647-3244  
Contact Person Ken Longo Cell (860) 463-3512  
Company Address 41 Center Street Email klongo@ci.manchester.ct.us  
Project, Location, & Date Completed Ongoing Contract

**REFERENCE #5:**

Name of Company Town of Hamden Phone (203) 287-2600  
Contact Person Joe Colello Cell (203) 619-4052  
Company Address 1125 Shepherd Ave Email Jcolello@Hamden.com  
Project, Location, & Date Completed \_\_\_\_\_





## Harvest New England (Previously GreenCycle of Connecticut)

### Municipal Services Customers:

#### Connecticut:

Town of Wallingford – Site Management, Yard Waste Disposal, Windrow Turning – Henry McCully (203) 294-2105

Town of Fairfield – Facility Management, Yard Waste Disposal – Mike Zembruski (203) 256-3024

Town of Cromwell – Grinding - Carl Townsley (860) 632-3470

City of Hartford - Grinding, Yard Waste Recycling – Marylinn Cruz-Aponte (860) 757-9962

Town of Windsor Locks - Windrow Turning, Grinding, Product Marketing - Kirk Monstream (860)-627-1405

City of New Britain – Grinding, Yard Waste Disposal – Jack Pieper (860) 826-3402

City of Bristol

Grinding, Windrow Turning, Screening, Compost Marketing

City of Hartford

Grinding, Yard Waste Removal

City of New Britain

Grinding, Yard Waste Removal

City of New Haven

Grinding, Yard Waste Removal, Screen Rental

City of Waterbury

Grinding, Yard Waste Recycling

City of West Haven

Grinding, Screen Rental

Town of Branford

Grinding, Windrow Turning, Screen Rental, Yard Waste Recycling

Town of Burlington

Grinding

Town of Colchester

Grinding

Town of Coventry

Grinding

Town of Cromwell

Grinding

Town of Deep River

Grinding

Town of East Hampton

Grinding

Town of East Haven

Grinding, Screen Rental

Town of East Lyme

Grinding

Town of East Windsor

Yard Waste Recycling

Town of Ellington

Yard Waste Recycling, Grinding

Town of Enfield

Grinding, Yard Waste Recycling

Town of Fairfield	Yard Waste Site Management
Town of Farmington	Grinding, Compost Marketing
Town of Guilford	Grinding
Town of Glastonbury	Grinding, Windrow Turning
Town of Haddam	Grinding
Town of Hamden	Grinding, Yard Waste Removal
Town of Hebron	Grinding
Town of Ledyard	Grinding
Town of Madison	Grinding
Town of Mansfield	Grinding
Town of Montville	Grinding
Town of Marlborough	Grinding
Town of Newington	Grinding, Yard Waste Removal
Town of Newtown	Grinding
Town of North Kingston RI	Grinding
Town of North Stonington	Grinding
Town of Norwich	Grinding
Town of Old Lyme	Grinding
Town of Plymouth	Grinding
Town of Portland	Grinding
Town of Prospect	Grinding
Town of Sharon	Grinding
Town of Southington	Grinding, Compost Marketing
Town of Somers	Grinding
Town of Sprague	Grinding
Town of Stafford	Grinding
Town of Stonington	Grinding
Town of Tolland	Grinding
Town of Union	Grinding
Town of Vernon	Yard Waste Removal, Windrow Turning
Town of Warren RI	Grinding
Town of Wallingford	Yard Waste Facility Site Management
Town of Watertown	Grinding
Town of West Hartford	Yard Waste Facility Site Management
Town of Westbrook	Grinding
Town of Winchester	Grinding
Town of Windsor	Windrow Turning
Town of Windsor Locks	Windrow Turning, Grinding, Screening, Compost Marketing
Town of Woodbridge	Grinding
Town of Woodbury	Grinding

*Note – not all customers are currently active.  
Please keep this list confidential*

## **H. STATEMENT OF QUALIFICATIONS**

---

1. Respondent's business was established in 1993. The Company has been operating yard waste processing facilities since its inception.
2. Reference Facility:

The Company has been operating the Town of Fairfield's yard waste facility since 2006. Operation of the facility includes the following:

  - a. Receiving material from Residents, Contractors, and the Town.
    - i. The Company is responsible for verifying the eligibility of residents to use the facility
    - ii. Ensuring that material delivered to the site is free of debris and contaminants
    - iii. The facility is capable of accepting material from over 600 cars and 200 contractors in one day. This has been accomplished without creating a line which backs up onto Richard White Way. The Company has made significant investment in IT which enables us to optimize traffic flow through the facility
  - b. Processing and removal of leaves and yard waste delivered to the facility:
    - i. Leaves and grass are transferred to a permitted facility. In 2016 approximately 3,500 tons.
    - ii. Mixed yard waste is ground and transferred to a permitted facility. In 2010 approximately 4,800 tons.
  - c. On-site processing of brush, logs, and stumps
    - i. Material Stockpiling
    - ii. Grinding of brush with Company's Morbark 6600 and/or Morbark 1300B
    - iii. Shearing of stumps and large logs with Company's Hitachi 270LC Excavator.
    - iv. Secondary Grinding of a portion of the material to produce mulch which is marketed from the site.
    - v. Secondary grinding of wood chips to meet the Town's specification for bulking agent for the Town's composting facility. Approximately 10,000 yards are produced annually.
  - d. Removal of processed and unprocessed material to an approved location for recycling.
  - e. Bulk Sales Yard
    - i. The Company markets bulk landscape materials from the facility to residents and contractors.

Contact Information:  
Mike Zembruski (203) 256-3024  
725 Old Post Road  
Town of Fairfield  
Fairfield, CT 06824

### 3. Odor Control

The Company has been operating yard waste facilities in Connecticut for seventeen years. We believe this is a testament to our ability to operate our facilities in a way that does not disturb or annoy our neighbors. Proper odor control and mitigation is critical to our success. We've adopted the following 'Best Practices' in Fairfield to mitigate odor:

- Screen biosolids as quickly as possible upon arrival onsite (not weeks, or whenever convenient)
- Mix odor causing yard waste (such as grass) thoroughly with other bulky, carbon rich feedstocks
- Haul out odor causing materials quickly
- Eliminate standing water, mud, and puddles as much as possible
- Pay close attention to wind direction. Biosolids screening will always have some odor, so we must be aware of wind direction

### 4. Experience Handling Yard Waste in Connecticut

#### **Harvest New England / Thompson Farm**

Ellington, Connecticut

- Year Started – 1994-present
- Acreage – 18.0
- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Yard Waste Composting, Food Waste Composting, Brush Grinding, Mulch Manufacturing, Soil Blending, Wholesale Bulk Materials Sales

#### **Harvest New England Wallingford**

Wallingford, Connecticut

- Year Started – 1994-2008, 2014 - Present
- Acreage – 4.0
- Municipal Site Management – including management of residential drop-off
- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Yard Waste Composting, Brush Grinding, Mulch Manufacturing, Retail Bulk Landscape Materials Sales

#### **Harvest New England Farmington**

Farmington, Connecticut

- Year Started – 2006-present
- Acreage – 6.4

- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Brush Grinding, Yard Waste Transfer, Mulch Manufacturing, Retail Bulk Landscape Materials Sales

**Harvest New England West Hartford**

West Hartford, Connecticut

- Year Operated – 1995-2004
- Acreage – 8.8
- Municipal Site Management – including management of residential drop-off
- Material Accepted – Leaves, Mixed Yard Waste, Brush, Logs, Wood Chips
- Activities – Yard Waste Composting, Brush Grinding, Mulch Manufacturing, Retail Bulk Landscape Materials Sales

5. Biosolids Experience

The Company has been successfully handling the Town’s biosolids compost for the five years. Protocols were established which have eliminated odor complaints. In addition, the Company has a proven ability to produce bulking agent that meets the Town’s specifications.

6. Yard Waste Hauling Experience

The Company has extensive experience hauling to remote sites for processing. We have completed numerous yard waste removal projects for municipalities. Recent projects include the following:

Municipality	Date	Description
City of New Britain	2002-2017	Brush Grinding & Leaf Removal
Town of Vernon	2013-2017	Leaf Removal
Town of Newington	2006-2017	Brush Grinding & Leaf Removal
Town of Manchester	2009-2017	Brush Grinding & Removal, Compost Processing and Marketing
City of Hartford	2007-2017	Leaf Removal & Brush Grinding & Removal

Available Hauling equipment:

	Year	Mfg	Type	GVW	Vin
1	2012	Kenworth	Tractor	80,000	1XKDD49X4CJ334659
3	2012	Kenworth	Tractor	80,000	1XKDD49X0CJ334660
4	2002	Freightliner	Dump Truck	76,500	1FV4TWEBXYHB94787
5	2004	Rhodes	Trailer		1A9AD19SXP432244

6	2006	Trinity	Trailer		IT9SC45276B656205
7	2008	Trinity	Trailer		1T9SC482XAB656073
9	2008	Peterbilt	Dump Truck	76,500	1NPSLUEX48N732569

7. Access to Licensed Facilities

Adequate permitted capacity to accept all of the Town's yard has been secured. Harvest New England / GreenCycle operates the Thompson Farm Volume Reduction Plant in Ellington Connecticut. The facility is authorized to accept 45,000 tons of woody waste and 43,500 tons of compostable material annually. In addition we have made exclusive arrangements with Snow's Farm in Easton to accept material from the Fairfield facility. We have included copies of permits and agreements in Appendix C.

8. Ongoing Technical Services

The Company's employees have extensive experience operating yard waste facilities and have the ability to provide technical support as needed. This extends to the handling of the bio-solids compost and the preparation of the bulking agent. Chris Field, Vice President of Harvest New England was General Manager of Earthgro's Lebanon, CT facility where the IPS in-vessel composting system was developed. The Company also expects to draw upon the expertise of Agresource for issues relating to the bio-solids. The Company uses Wright-Pierce of Tompsham, Maine as our consulting environmental engineers.

9. Compliance with Regulations.

The Company has number of employees who are Licensed Transfer Station Operators. Certification is included in Appendix C. It is our understanding that Agresource will be handling the distribution of the biosolids compost.

10. Public Weigher License

Registration # DEV.0009714 has been included in Appendix C.

## **I. OPERATING PLAN**

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### **1. Overview**

Harvest New England, LLC operates the Landscape Service Center at the Fairfield yard waste facility with the highest priority placed on sound environmental practices and professional management and appearance. We inspect, accept, and process all clean wood and yard waste delivered to the facility. The bulk of the material is transferred to our facility in Ellington, or to other permitted facilities. We also manufacture and distribute material onsite (including compost amendment and biofilter). Each town resident with a sticker will be allowed take up to 3 cubic feet of double ground chipper chips each visit.

Harvest New England does not compost on this site. All compostables will be transferred to a permitted compost facility.

#### **Hours of Operation**

• December 16 <sup>th</sup> – February 29 <sup>th</sup>	Monday-Friday	8:00 am- 3:00 pm
• March 1 <sup>st</sup> – October 31 <sup>st</sup>	Monday-Friday	7:00 am – 4:00 pm
	Saturday	7:00 am – 12:00 pm
• November 1 <sup>st</sup> – December 15 <sup>th</sup>	Monday- Saturday	7:00 am – 5:00 pm
	Sunday	9:00 am – 3:00 pm

The site will be closed on State and Federal Holidays.

### **2. Management and Staffing**

Harvest New England has the most experienced team of yard waste facility operators and managers in Connecticut. Wood and yard waste recycling is our only business, and we take great pride in our abilities. Full-time employees average 9 years with the company. Our exceptionally low turnover rate is one of our greatest strengths. Our employees are familiar with our customer service, procedures and equipment. We have included below the résumés of Harvest New England's management.

#### **Management Team:**

##### **J. Christopher Field Vice-President and General Manager**

Mr. Field is an experienced solid waste management professional with over fifteen years experience in organic waste handling. The diversity of his involvement with all aspects of organic waste management and years of hands-on involvement has lead to his development as a leading authority regarding the practical issues involved in organic waste processing, composting, and marketing. Mr. Field has been responsible for compost facility development and operation

including the completion of feasibility studies, facility designs, permitting, securing material supply, production scheduling, inventory control, product packaging, marketing and sales. Through his years of related experience, he has managed composting facilities with annual throughputs of 60,000 to 120,000 tons, oversight of up to 50 employees, and revenues of more than \$7 million per year. Mr. Field's professional skills include project development and implementation including data analysis, financial modeling, feedstock and finished material marketing, and contract negotiation. He has been directly involved in projects that have composted the following materials: leaf, grass, and yard waste, manure, sawdust, agricultural by-products, and food waste.

**Related Experience:**

**Vice-President and General Manager Harvest New England of the Northeast, Farmington, Connecticut 1995 – Present**

Mr. Field is involved in the management of Harvest New England's three yard waste processing facilities in Connecticut. In addition he lends his expertise to other Harvest New England companies.

**Partner, WoodSpring Associates, Noank, Connecticut 1993 - 1995**

Partner and co-founder of this compost consulting and marketing firm developing projects throughout the Northeast.

**Vice-President of Compost Services, EarthGro Inc., Lebanon, Connecticut and East Moriches, Long Island, New York; 1991-1993**

Actively involved in the establishment of the EarthGro Snow's Farm facility in Easton, Connecticut. Responsibilities included permitting, securing material supply, and site management of EarthGro's Lebanon facility, and as interim General Manager of the East Moriches facility. East Moriches had a throughput of 60,000 tons of mixed yard wastes. Lebanon had a throughput of 120,000 tons of mixed yard waste, agricultural waste and source separated food wastes, including produce market waste, sugar processing waste, cranberries, shellfish waste, potato wastes, molasses, and gelatin residuals.

**General Manager, EarthGro Compost Services (ECS), Lebanon, Connecticut 1989-1991**

Founded this division of EarthGro Inc. in order to develop organic waste composting operations for a broader range of materials from both public and private sources. The successful expansion into food wastes utilized an agitated bed in-vessel composting technology with a throughput of approximately 60,000 tons per year of food wastes. Responsibilities included securing material supply contracts, material transportation, development of processing protocols, development of computer software to prescribe material mixes to produce the optimum balance of Carbon:Nitrogen, moisture and porosity. Assumed General Management responsibilities for the entire Lebanon site during conversion from local agricultural products to new products mix. Also developed the ECS mobile



compost site management service providing site remediation, design, permitting, processing management and windrow turning services.

**General Manager, EarthGro Inc. Lebanon Facility, Lebanon, Connecticut 1987-1989**

Responsible for management of the composting process, as well as the packaging and distribution of the finished compost. Input materials included: chicken, cow and horse manure; spent mushroom compost; and sawdust. The facility employed outdoor windrow composting using mechanized windrow turners and wheel loaders.

**Assistant General Manager, EarthGro Inc. Lebanon, Connecticut; 1986-1987**

Responsibilities included the management of product distribution and production scheduling.

**Education and Training:**

BA, Economics, Harvard College, Cambridge, Massachusetts, 1980

**David J. Hitchcock**

**Senior Vice President**

Mr. Hitchcock serves as Senior Vice President, Organics East & Corporate Operations, for Harvest Power, Inc., the parent company of Harvest New England, LLC. In this role he leads all East Coast organic processing operations while managing essential corporate functions such as human resources, safety, communications, government and regulatory affairs and information technology. In 2008, David retired at the rank of Lieutenant Colonel from the US Marine Corps. An F/A-18 Hornet pilot, his career spanned a variety of functional responsibilities, including operations, aircraft maintenance, training, strategic planning, logistics, and culminated with squadron command. Assignments included tours in Asia, Europe, the Pentagon, and combat service in both Iraq and Afghanistan. Since leaving active duty, David has held leadership positions in two early-stage clean technology companies. Immediately prior to Harvest Power, Inc., David established the Washington, DC office of Virent, a biofuels and biochemicals company, and was responsible for government affairs, external relations, marketing, and domestic and international business development efforts. Prior to Virent, David was an executive with Next Autoworks where he led the company's plant site selection team as well as governmental affairs efforts at federal, state and local levels. Additionally, he supervised operational planning for Next Autoworks' first manufacturing facility and led their public relations and human resource management functions.

**Education and Training:**

BS, Political Science, United States Naval Academy; MA, Naval War College.

**Ryan Kelly**  
**Site Manager, Fairfield Facility**

Ryan has been the manager of the Fairfield facility since 2016. He is in charge of the day-to-day operation of the site. His responsibilities include supervising site operators, site safety and cleanliness, and scheduling of material delivery and removal. Prior to joining Harvest New England, Ryan managed Seacoast Farms Compost in Fremont, NH.

**Education and Training:**  
University of New Hampshire, BS Kinesiology

CT DEP Licensed Transfer Station Operator

### **3. Site Staffing Plan**

Harvest New England will staff the site as follows:

Site Manager (one)

Harvest New England employs a full time manager responsible for day to day site operations. The site manager supervises employees, schedules production, and interacts with customers and residents

Equipment Operators (two)

Equipment operators are responsible for payload operation and maintenance. They inspect and move incoming material, bring material to and take it away from the grinder, and load out trucks. One of the equipment operators has been trained to manage scale operations to back up the scale operator.

Grinder Operator (one)

Harvest New England has a number of skilled grinder operators, one of which has been assigned to the site. Harvest New England's grinder operators are well versed in the maintenance of the machines. Their diligence is largely responsible for Harvest New England's success at mobile grinding.

Scale Operator (one)

The scale operator is a CT DEEP certified transfer station operator. The scale operator is the primary contact with customers and residents. The scale operator is responsible for communicating facility rules in a polite and respectful manner.

Customer Service Manager (one)

The customer service manager answers the phone and assists walk-in customers.

Laborers (part time, numbers as needed)

The laborers' primary function is maintaining product quality and traffic flows during heavy traffic times. The laborers inspect all loads for contaminants as they are delivered. While they will assist in removing contaminants, we hope their presence will deter customers from bringing contaminants to the site (for commercial customers, after several instances we will begin either fining the customer or rejecting the loads based on the situation). In addition, the laborers assist in site cleanliness such as weed control, litter removal etc.

Harvest New England expects every employee to act as a customer service representative. Our employees are expected to be helpful and courteous regardless of the situation.

#### **4. Equipment to be used on-site**

##### Permanent Equipment

2 - Volvo L90 Wheel Loader equipped with interchangeable buckets:  
6.5 Cubic yard high-tip for loading Walking floor trailers  
4.0 Cubic yard grapple for handling brush

1- Volvo L50 Wheel loader equipped with interchangeable buckets:  
4.0 Cubic yard grapple for handling brush  
1.0 Cubic yard bucket for loading material

1 – Morbark 6600 Wood Hog. 1000 HP horizontal grinder.

##### Shared Equipment

Hitachi 270LC excavator equipped with a shear for processing stumps  
Morbark 1300B Grinder. 860 HP Tub Grinder  
Various Volvo L90 loaders in the Harvest New England system

#### **5. Transition Period**

Because Harvest New England is the existing vendor and is already present at the site, there will be no transition period and no need for a transition plan.

#### **6. Site Operations**

##### *Acceptance and Weighing*

##### General Rules

Harvest New England reserves the right to reject any vehicle with unacceptable loads. This includes Town vehicles. Examples include loads that cannot be cleaned (for example, leaves mixed with garbage and Styrofoam 'peanuts'). We make every effort to train/educate customers regarding our contamination policy.

Harvest New England will not help unload vehicles with our equipment.

#### Commercial Vehicles

All commercial vehicles will be directed to the scale where loads will be inspected and weighed. Commercial vehicles will be directed to the proper commercial dump area. Harvest New England will keep record of all loads, weights, and material delivered for five years. All commercial vehicles must have a Fairfield solid waste permit.

#### Residential Vehicles

For safety purposes, residential customers will be directed to a separate dumping area. We maintain this area for minimum hassle and maximum cleanliness.

##### Autos

Residential autos are checked for the required town sticker. They are not weighed. For record keeping, we calculate that cars are carrying 100 -125 pounds of material. In order to reduce waiting time, residents in autos do not go over the scale and instead use a parallel route

##### Trucks and Autos with Trailers

These vehicles must stop on the scale for inspection and weighing. Harvest New England will keep records of all loads, weights, and material delivered for five years. Vehicles containing more than 500 pounds will be charged commercial rates.

#### **Site Layout and Processing**

The site will be laid out according to the map in Appendix A.

#### ***Incoming Material Storage***

Incoming material will be separated into five separate piles. Each pile will have a sign indicating its contents:

Contractor Logs, Stumps

Contractor Brush

Contractor Mixed Yard Waste

Residential Mixed Yard Waste

Residential Brush

#### ***Processing***

##### 1. Primary Grinding

All logs, brush, and stumps, are ground using a 1000 HP Morbark 6600 Horizontal grinder. The grinder produces on average 40 tons per hour.

The grinder is set up either on the side or back of the piles to minimize traffic problems, and maximize safety. Hardhats are required for all personnel working in or around the grinders. Traffic will be kept at a safe distance.

2. Secondary Grinding

Some of the 'first grind' material will be reground to make mulch for sale at the Fairfield facility, or to make biosolid compost amendment.

3. Loading and Hauling

Much of the material received at the facility is loaded in our trucks for delivery to either our Ellington site or Snow's Farm in Easton. All truck loading is performed with a 6.5 yard 'high-tip' bucket, which enables us to load trailers from the ground. This allows us to locate trucks directly next to the proper pile to minimize traffic safety problems and loading times. Any materials with a potential for odor will be hauled out within seven days of arrival.

4. Compost Amendment

To the extent it is possible, we manufacture all compost amendment on-site with available materials. If necessary, we bring in clean chips for the amendment. We will ensure that the amendment provided will meet the specifications in every way. Should we have any equipment failures that jeopardize our ability to supply the amendment, we will manufacture the material in Ellington until the problem is rectified. Amendment will be loaded in Town trucks by a Harvest New England wheel loader during normal working hours.

5. Biosolids

Biosolids will be screened promptly, and no later than three days of delivery to the site. This will reduce the possibility of odors. Screened biosolids will be stockpiled in appropriately labeled piles for curing

**Landscape Product Sales Area**

Harvest New England will utilize the current product sales area.

We have arranged the traffic pattern so that vehicles go through the site in a counter clockwise direction

**Odor Control**

Our first line of defense against odor is proper handling and management. Grassy materials are blended with a carbon source to minimize odor. All potentially odiferous incoming materials are shipped out within seven days. Site preparation and maintenance is also crucial: mud and puddles tend to cause odors. We maintain a solid and level site.

We have not found it necessary to employ a misting system when screening biosolids. Timely screening of the material reduces the potential for odors.

### **Fire Prevention**

The following protocols will be used:

#### Basic

1. No Smoking is allowed on site.
2. Grinders will be cleaned daily to ensure that there is not a build up of material which can ignite.

#### High Fire Danger Warning Periods

1. Grinders will be cleaned twice a day.
2. The site will be inspected at the end of the day to make sure there are no areas of concern.

#### Spontaneous Combustion

1. Pile temperatures will be at a minimum of twice a week using a Reotemp Super Duty Compost Thermometer with a Fast Response Tip.
2. Any pile with a temperature over 140 degrees Fahrenheit will be probed daily.
3. Temperature logs will be maintained.
4. Piles exceeding 150 degrees will be deconstructed.
5. Screening wood chip piles has been proven to reduce temperatures and reduce fire risks.
6. Screened and unscreened piles will be kept separately and identified.
7. Chip piles will either be screened or turned within thirty days of formation.

Harvest New England has an Emergency Action Plan in place. The plan addresses emergency communications and action plans. It has been included in Appendix B

### **J. Business Considerations**

1. Suggested Improvements  
Move trailers to the decant area
2. Rolling Stock

#### Equipment

The following equipment is dedicated to the Fairfield facility.

- (1) 2012 Volvo L-90 The machine equipped with a 3.5 grapple bucket, and a 6.5 yard high-tip bucket.
- (1) 2008 Volvo L-90. The machine is equipped with a 3.5 grapple bucket, and a 6.5 yard high-tip bucket.
- (1) 1995 Volvo L-50. The machine is equipped with a 3.5 grapple bucket and a 1 yard bucket.
- (1) 2003 Morbark 6600 Horizontal Grinder. The machine has 1000 horsepower, and is equipped with and magnet.

Harvest New England will employ our own trucks for hauling (listed in the Qualifications/Related Experience Section). In addition, we plan on using My Daughter's Trucking and Snow's Farm as subcontractors.

### 3. Backup Equipment List (CT Only)

Any of the following equipment is available on short notice (if multiple pieces are needed, availability diminishes as this could leave another job/site shorthanded).

- 1- Morbark 1300 Tub Grinder (2004, 2000 hours) 860 horsepower, with grapple and magnet
- 1- An additional Morbark 6600 horizontal grinder with magnet.
- 1- Hitachi 270LC Excavator equipped with grapple for loading the grinder and a shear for processing stumps and large logs. (Part time)
- 2- Volvo L120E loaders w/ 7.2 yard bucket
- 6- Volvo L90 loaders with several buckets (3.5yd grapple to 6.5yd high-tip)
- 2- MCB 621RE trommel screens
- 1- CEC 5 x 12 Deck Screen
- 2- Tri-axle dump trucks
- 2- Tractors w/115 yard walking floor trailers
- 5- Single axle dump trucks

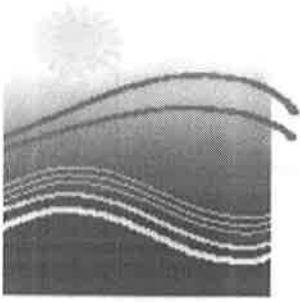
In order to maintain our uptime and service commitments, we are deliberately overstaffed, and have excess machine capacity in all areas.

#### L. Equipment

Harvest New England has an on-site service truck (with fuel transfer tank) and an extensive spare parts inventory. The onsite service truck allows for quick repairs, and provides extra fueling capacity during periods when the Town fueling station is closed (especially weekends). Many of our machines are deliberately similar in make, model, and size to allow for more effective spare parts inventory.

Preventive maintenance of all equipment is performed by Harvest New England personnel according to manufacture's specifications. Harvest has two permanent certified mechanics. Our lead mechanic has been trained in grinder maintenance at the Morbark Factory. In 2016, the Company started using the eMaint Computerized Maintenance Management System. eMaint allows us to track our maintenance costs along with our spare parts inventory. eMaint also allows us to schedule maintenance and tracks when regular services are due.

Harvest New England has the ability to repair the Town's equipment provided for this project. We have been repairing the CEC for the last 10 years and are familiar with its maintenance. In addition to the Fairfield CEC we also have a CEC 512 Screen-It at our Ellington site. In 2010 we replaced the motor on the Town's CEC screen. We have a Capital Replacement plan in place which includes the purchase of a new Volvo L90H in 2017 and a Morbark 6600 in 2018.



Connecticut Department of

**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

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## **Bureau of Materials Management and Compliance Assurance**

### **Notice of Permit Authorization**

HARVEST NEW ENGLAND, LLC  
295 ONE ROD HWY  
FAIRFIELD, CT 06824-6555  
Attn: CHRIS FIELD

**Re:** Application Number:201701095

Received on: 02/02/2017

The Registration Form for the General Permit for the Discharge of Stormwater Associated with Industrial Activity (general permit) submitted for the site located on 295 ONE ROD HWY, FAIRFIELD, CT, is complete and the site's stormwater discharge(s) is authorized by the general permit. Your permit number is GSI002775 and permit coverage terminates on September 30, 2018.





## PERMIT TO CONSTRUCT AND OPERATE

PERMITTEE: GreenCycle of Connecticut, Inc  
FACILITY NAME: Thompson Farm Volume Reduction Plant ("Facility")  
FACILITY ADDRESS: 277 Sadds Mill Road, Ellington, Connecticut  
PERMIT No. 0480958-PCO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a **PERMIT TO CONSTRUCT AND OPERATE IS HEREBY ISSUED** by the Commissioner of Energy and Environmental Protection ("Commissioner") to GreenCycle of Connecticut, Inc. ("Permittee") to construct and operate a solid waste volume reduction plant ("Facility") located at 277 Sadds Mill Road, Ellington, Connecticut.

### A. GENERAL TERMS AND CONDITIONS

1. This permit is based on and incorporates by reference all documents and specifications submitted as part of Application No. 200301233, including:
  - a. Permit application package prepared by Scott Katiganer, P.E., Katiganer Engineers, Civil/Environmental Engineering & Land Planning, Middletown, CT received by the Department of Energy and Environmental Protection ("Department"), on April 14, 2003.
  - b. An updated permit application package prepared by John Braccio, P.E., Vice President, Wright-Pierce Civil and Environmental Engineering Services, Middletown, CT received by the Department on February 7, 2007 and including the following documents:
    - i. Permit Application for Construction and Operation of a Solid Waste Facility;
    - ii. Executive Summary (Attachment A);
    - iii. Applicant Compliance Information Form -DEP-APP-002 (Attachment B);
    - iv. Site Location Map -USGS (Attachment C);
    - v. Background Information (Attachment D);
    - vi. Statement of Consistency with the Solid Waste Management Plan (Attachment E);
    - vii. Business Information (Attachment G); and
    - viii. Operation and Management Plan (Attachment H);
  - c. Letter dated December 29, 2008 from the Department to J. Christopher Field, Vice President, GreenCycle directing the applicant to respond to technical review items;
  - d. Letter dated January 28, 2009 and received by the Department on February 2, 2009 from Christopher A. Dwinal, P.E., Senior Project Manager/Associate, Wright-Pierce responding to technical review items;
  - e. A set of four (4) professional engineering drawings, prepared by John Braccio, P.E., Wright-Pierce, Engineering a better Environment, Offices throughout New England, dated December 22, 2009 and received by the Department on December 23, 2009 and entitled as follows:
    - i. Drawing C-1, GreenCycle of Connecticut, Existing Site Plan;

- ii. Drawing C-2, GreenCycle of Connecticut, Conceptual Plan of Expansion;
  - iii. Drawing C-3, GreenCycle of Connecticut, Pre Development Drainage Plan; and
  - iv. Drawing C-4, GreenCycle of Connecticut, Post Development Drainage Plan;
- f. Follow-up letter dated January 22, 2010 and received by the Department on January 25, 2010 from Christopher Dwinal, providing supplemental information to the technical review report incorporating revised attachments and documents as follows:
- i. Permit Application Transmittal Form;
  - ii. Permit Application for Construction and Operation of a Solid Waste Facility;
  - iii. Applicant Compliance Information;
  - iv. Statement of Consistency with the Solid Waste Management Plan;
  - v. The 1983 Quit-Claim Deed;
  - vi. Town of Ellington Approval of Certificate of Special Permit, Granted by the Ellington Planning and Zoning Commission, June 22, 2009;
  - vii. Sheet showing GreenCycle -Disposal Services and Product Prices for various materials; and
  - viii. Letter received by fax on March 7, 2011 from Mr. Chris Field, Vice President, Green Cycle, to illustrating various storage volumes concerning the Feed Stock Receiving Area and the Finished Compost Area.

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

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

“Clean Wood” as defined in Section 22a-208a-1 of the RCSA means any wood which is derived from such products as pallets, skids, spools, packaging materials, bulky wood waste, or scraps from newly built wood products, provided such wood is not treated wood as defined below or demolition wood. For the purposes of this permit shall also include: brush, logs, stumps, clean wood pallets, wood chips and bark

“Commissioner” means the Commissioner of the Department of Energy and Environmental Protection or the Commissioner’s duly authorized designee.

“Compostable Material” means food processing waste, wood waste, yard waste, and any other organic material under controlled conditions. For the purposes of this permit shall include: leaves, mixed yard waste, ground wood waste (from clean wood), food waste, paper mill sludge/short paper fiber, drinking water treatment residuals, vegetable slurry, and horse manure including stable bedding.

“Day” means calendar day.

“Department” means the Department of Energy and Environmental Protection.

“Designated Recyclable Item” means an item designated for recycling by the Commissioner of Energy and Environmental Protection in regulations adopted pursuant

to subsection (a) of section 22a-241b, as amended by Public Act No. 10-87, or designated for recycling pursuant to CGS section 22a-256 or 22a-208v.

“Final Products” means processed solid wastes, which are ultimately delivered to a market or other solid waste facility.

“Finish Compost” means compost to be stockpiled or sold (in bulk or bags) of sufficient stability so as to have a beneficial effect on plant growth, synonymous with the terms cured compost and stable compost.

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

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

“Recycled Wood” means any wood or wood fuel which is derived from such products or processes as pallets, skids, spools, packaging materials, bulky wood waste or scraps from newly built wood products, provided such wood is not treated wood.

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

“Treated Wood” as defined in Section 22a-209a(a)(2) of the CGS means wood which contains an adhesive, paint, stain, fire retardant, pesticide or preservative.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited, to Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. To the extent that any term or condition of this permit is deemed to be inconsistent or in conflict, with any term or condition of any permit previously issued for this facility, including any modifications thereto, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.
6. The Permittee shall submit for the Commissioner’s review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner’s judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not

significantly changing the nature of the Facility, or its impact on the environment; and (c) do not warrant the issuance of a permit or authorization pursuant to Section 22a-208 of the CGS.

## B. AUTHORIZATION TO CONSTRUCT

1. The Permittee is authorized to construct the facility in accordance with applicable law, including this permit, The Facility shall consist of the following:
  - a. **Waste Wood Processing area:** The waste wood processing operation of the facility shall be constructed on approximately ten (10) acres as identified in Drawing C-2 referenced in Condition No. A.1.e. of this permit and in accordance but not limited to the following specifications:
    - i. Two (2) areas for the storage of mulch in piles;
    - ii. Three (3) areas for stockpiling waste wood; and
    - iii. No pile shall exceed 100 feet wide by 500 feet length and 20 feet high; and a minimum separation distance of 25 feet shall be maintained between each of the piles.
  - b. **Composting Area.** The composting operations of the facility shall be constructed on approximately eight (8) acres and shall include areas for material receiving, windrow composting, and finished compost screening and storage as identified in Drawing C-2 referenced in Condition No. A.1.e. of this permit and in accordance but not limited to the following specifications:
    - i. a feedstock receiving area (uncovered pad);
    - ii. a covered receiving building with dimensions 30 feet by 42 feet for the receiving and temporary staging of source separated organic materials (materials containing a higher moisture content, such as food waste);
    - iii. an area for construction of approximately 35 windrows, with each windrow approximately 8 feet high by 18 feet wide by 200 feet long; and
    - iv. a finished compost and topsoil storage and blending area.
2. The Permittee is authorized to construct the Facility for the purposes of processing no more than an average of eight hundred (800) tons per day (TPD) of Clean Wood (not to exceed 45,000 tons per year) and no more than an average of three hundred (300) TPD of Compostable Material in the form of source separated organic waste (not to exceed a total of 43,500 tons per year) as specified in Section C. of this permit.
3. The Permittee shall control dust, odors, water discharges and noise resulting from the construction of the Facility at all times to assure compliance with applicable requirements of the RCSA, and any other applicable laws, including OSHA.
4. The Permittee shall, within thirty (30) days from the completion of the construction, as described in Condition B.1. above, submit a written notification for the Commissioner's review and written approval. Such notification shall include at a minimum:
  - a. P.E. certified statement that the construction of the Facility improvements has been completed as approved.
  - b. P.E. certified as-built drawings.

**C. AUTHORIZATION TO OPERATE**

1. The Permittee is authorized to operate any or all of the components specified in Condition No. B.1. upon written approval granted by the Commissioner. Such written approval shall be issued after the Permittee is deemed in full compliance with, but not limited to, the requirements of Condition No. B.4. of this permit.
2. The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner.
3. The Permittee is authorized to operate the Facility in accordance with all applicable laws, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to operate as follows:  
 Monday – Friday      7:30 a.m. – 4:00 p.m.  
 Saturday                8:00 a.m. – 12:00 p.m. (April –November).

4. The Permittee shall receive and process at the Facility no more than a total of:
  - a. 45,000 tons per year of Land Clearing/Clean Wood waste comprised of the following:

<u>Waste</u>	<u>Maximum Tonnage</u> <u>Tons per year</u>
Brush, logs, stumps, clean wood pallets	10,000
Wood chips	25,000
Bark	10,000

- b. 43,500 tons per year of compostable materials comprised of the following:

<u>Waste</u>	<u>Maximum Tonnage</u> <u>Tons per year</u>
Leaves	12,000
Mixed yard waste	5,500
Ground wood waste (from clean wood)	15,000
Food waste	6,000
Paper mill sludge/short paper fiber	3,000
Drinking water treatment residuals	2,000
Vegetable slurry	TBD
Horse manure (including stable bedding)	TBD

- i. The quantity of food waste, paper mill sludge/short paper fiber, drinking water treatment residuals, vegetable slurry, and horse manure including stable bedding shall not exceed 11,000 tons per year.
        - ii. Vegetable slurry and horse manure shall be determined based on a case by case basis.

The Permittee shall store waste at the Facility in accordance with the Drawing C-2 referenced in Condition No. A.1.e. of this permit and in association with Table-2.

**Table 2. Storage limits and Specifications**

Management Areas	Materials	No. of Piles	Volume (CY)	Density Ton/cy	Tons
Mulch Storage	Purchased bark	1	18000	0.31	5580
Mulch Storage	Processed clean wood	1	18000	0.31	5580
Waste Wood Stockpile	Unprocessed clean wood	0.5	9000	0.15	1350
Waste Wood Stockpile	Processed clean wood	0.5	9000	0.31	2790
Waste Wood Stockpile	Processed clean wood	1	18000	0.31	5580
Waste Wood Stockpile	Processed clean wood	1	18000	0.31	5580
<b>Total Clean Wood Storage<sup>(n)</sup></b>			<b>90,000</b>		<b>26,460</b>
Windrow Composting Area	Leaves		22000	0.25	5500
Feed Stock Receiving Area	Bulk Agents		833	0.31	258
Covered Receiving Building	Food waste and bulking agent		75	0.50	36
Stacking conveyor capacity	Finish compost		1800	0.70	1260
<b>Total Composting Operations</b>			<b>24,708</b>		<b>7,056</b>

Notes:<sup>(n)</sup> Volumes of clean wood storage may change for each storage area but total volume of clean wood may not exceed 90,000 cubic yards.

5. The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed off-site, or otherwise processed at the Facility without prior written approval of the Commissioner.
6. The Permittee shall store and handle solid waste at the Facility only in the designated areas as identified in Drawing C-2 as referenced in Condition A. 1. e. of this permit, and in accordance with, but not limited to the following specifications:
  - a. **Storage of clean wood** (brush, logs, stumps, pallets, bark, and wood chips) shall not exceed 90,000 cubic yards and be placed in piles on the ground and/or at designated areas.
    - i. Piles of unprocessed clean wood shall: have a minimum of a twenty-five (25) foot emergency access maintained around them; not contain treated wood; be processed/transferred on a first-in/first-out basis; not exceed 9,000 cubic yards; and have a maximum height of twenty-five (25) feet.
    - ii. Piles of processed clean wood chips shall: not exceed 81,000 cubic yards; have a maximum height of twenty (20) feet; be stored on base pads constructed of compacted and well drained material that can support heavy equipment during all seasons; minimize dust and prevent ponding of water; be shaped to allow adequate stormwater run-off; be oriented (for elongated piles) perpendicular to the contours of the ground surface; be located in a clearly marked area equipped with stormwater run-on/run-off controls which comply with all existing permits and/or any

applicable stormwater management requirements of Section 22a-430 of the RCSA.

- b. **Wood chipping** activities shall comply with the requirements of Sections 22a-174-18, 22a-174-23 and 22a-174-29 of the RCSA; and shall not generate noise, dust, fumes, smoke, vibrations and odors that exceed background levels thereof at any boundary of the property on which the Facility is located.
  - c. **Storage of compostable materials** (leaves, mixed yard waste, wood chips, food waste vegetable slurry, paper mill sludge/short paper fiber, drinking water treatment residuals, and horse manure) shall not exceed 24,708 cubic yards.
7. The Permittee shall:
- a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
  - b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
  - c. Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: (i) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (ii) recorded and reported in the quarterly report required by Condition No. C.12. of this permit; and (iii) disposed at a facility lawfully authorized to accept such waste. No more than ten (10) cubic yards of unacceptable waste shall be stored on-site unless authorized by the Commissioner. A spare container shall be available for any storage emergency.
  - d. Provide expeditious notification regarding any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: (i) significantly damaged equipment or structures; (ii) interrupts the operation of the Facility for greater than twenty-four (24) hours; (iii) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; (iv) could reasonably create a source of pollution to the waters of the state; or (v) otherwise threatens public health.

Such notification shall be: (i) be immediately conveyed to the Commissioner using the 24-hour emergency response number (860) 424-3338 or the alternate number (860) 424-3333 and in no event later than twenty-four (24) hours after the emergency incident; (ii) verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance by phone at (860) 424-3366, or at another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; (iii) followed by a written report no later than the fifth business day after the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; and (iv) be recorded in a log of emergency incidents. In addition to the notification requirements above, the Permittee shall comply with all other

applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by Section 22a-450 of the CGS.

- c. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport. Each loaded container shall be covered before transportation off-site and the haulers shall be instructed to keep the containers covered during off-site transportation.
- f. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emission levels in continuous compliance with all applicable requirements, including OSHA. The Facility's premises shall be maintained and any litter shall be removed on a daily basis.
- g. Have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment, (which may include, but not be limited to, balers; conveyors; compactors; and storage tanks) installed at the Facility.
- h. Determine through observation that incoming loads do not contain greater than ten (10) percent of designated recyclable items with the exception of those recyclables the Permittee is authorized to accept and process pursuant to Condition No.C.4.
- i. Conduct periodic unannounced inspections of truck loads delivered to the Facility, pursuant to Section 22a-220c(b) of the CGS. The inspections shall be performed for a minimum of five percent (5%) of the monthly truck loads received. The inspections and supporting documentation shall consist of at a minimum:
  - (i) photographs of each load inspected;
  - (ii) origin of each load (municipality; regional facility and whether commercial or residential);
  - (iii) waste transporter company name;
  - (iv) estimated percentage of designated recyclable items (cardboard, plastic Nos. 1 and 2, glass and metal food containers, newspaper, office paper, boxboard, magazines, residential high-grade white paper, colored ledger, scrap metal, storage batteries and used oil) and identification of each type; and
  - (v) immediate written notifications to the hauler, municipality in which the waste was generated and/or regional facility for each load that contains greater than 10% designated recyclable items other than those authorized by this permit.

Maintain records of inspections for the life of the permit or such other timeframe specified in writing by the Commissioner.

- 8. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.



9. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of the RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
10. The Permittee shall prominently post and maintain a sign at the Facility entrance pursuant to 22a-209-10(3) of the RCSA that includes the Facility's name and DEEP permit number (Permit to Construct and Operate No.1060924-PO). Such sign shall also include a phone number that provides the general public the ability to register questions or complaints twenty-four (24) hours per day. The Permittee shall maintain a log of all calls received and how such calls were addressed or resolved.
11. The Permittee shall: (a) control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; (b) unless otherwise exempted, ensure that trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) of the RCSA; (c) prominently post and maintain signs limiting such truck idling time within the Facility (i.e. scale etc.)
12. The Permittee shall maintain daily records as required by Section 22a-209-10(13) of the RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information as it pertains to solid waste:
  - a. Type and quantity of solid waste received, including recyclables, unacceptable waste and/or universal waste.
  - b. Origin of waste load (municipality name; regional facility name) and waste hauler name.
  - c. Destination to which solid wastes, including recyclables, unacceptable waste and/or universal waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.
  - d. All daily logs (including documentation related to the unannounced inspections of truck loads) shall be maintained for the life of this permit or such other timeframe specified in writing by the Commissioner.

The monthly summaries required pursuant this condition shall be submitted quarterly no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner (as may be amended from time to time) directly to the Solid Waste Program, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

13. Nothing herein authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts. All activities conducted by the Permittee at the Facility shall be in accordance with the documents submitted as part of the application and in compliance with the adopted Connecticut State Solid Waste Management Plan.

14. The Permittee shall, no later than sixty (60) days after the effective date of this permit establish for the Commissioner's benefit an acceptable financial assurance instrument and post the financial assurance with the Department in the amount of \$397,756.25, as required by Section 22a-6(a)(7) of the CGS in conjunction with the general requirements of Section 22a-209-4(i) of the RCSA.

The Permittee shall acknowledge and accept the following:

- a. The purpose of the financial assurance is to cover the third party costs for handling, removing, transporting and disposing the maximum permitted amount of unprocessed and processed solid waste at the Facility, and any additional cost(s) to ensure the proper closure of storage areas including, but not limited to, equipment rental, site clean-up, the decontamination and disposal of all equipment and processing and storage areas, and a 15% contingency to cover unforeseen events or activities that may increase the overall cost to close the permitted solid waste Facility.
  - b. The financial assurance instruments shall follow the requirements of Section 22a-209-4(i) of the RCSA, and 40 CFR 264.141 to 264.143 inclusive and 40 CFR 264.151, as referenced therein. The Permittee shall ensure that the financial assurance instrument is established in a format specified by the Commissioner for closure or post-closure maintenance and care, as appropriate.
  - c. The Department accepts five (5) types of financial assurance instruments, they are: (a) Trust Fund; (b) Irrevocable Standby Letter of Credit; (c) Financial Guarantee "Payment" Bond; (d) Performance Bond; and (e) Certificate of Insurance. The following documents are also required to be submitted in addition:
    - i. A cover letter signed by the Permittee shall be submitted along with the (b) instrument, in accordance with Section 40 CFR 264.143(d)(4).
    - ii. A "Standby Trust Agreement" shall be submitted along with either (b), (c), or (d) instrument. The format is the same as for (a) above for a Trust Fund instrument.
    - iii. A "Certification of Acknowledgement" shall be submitted along with the (a) instrument.
  - d. The financial assurance shall:
    - i. Be valid for and appropriately maintained during the term of this permit;
    - ii. Specify the Permittee's name, the Facility's address, the number and issuance date of this permit; and
    - iii. Be established in one or more of, the instrument formats found on DEEP website [[www.ct.gov/DEP/financialassurance](http://www.ct.gov/DEP/financialassurance)].
  - e. The financial assurance instrument shall be adjusted annually for inflation within the sixty (60) days prior to the anniversary date of the instrument, and whenever there is a change in operations that affects the cost of closing the facility in accordance with the requirements of 40 CFR 264.142(b) as incorporated in the RCSA.
15. The Permittee shall, no later than sixty (60) days from the issuance date of this permit perform semi-annual compliance audits for the life of this permit.

- a. The compliance audits required by this condition shall consist of a thorough and complete assessment of the Permittee's compliance with Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit.
  
- b. Compliance Auditor  
The compliance audits required by this condition shall be performed by an engineer licensed to practice in Connecticut ("P.E") or consultant. Such P.E. or consultant shall be approved in writing by the Commissioner and will be required to prepare and submit to the Commissioner semi-annual compliance audit reports.  
  
The Permittee shall, prior to the Commissioner's approval of the consultant: (a) submit for the Commissioner's evaluation a detailed description of the consultant's credentials (education; experience; training) which are relevant to the work required under this condition; and (b) certify to the Commissioner that such consultant:
  - i. Is not a subsidiary of or affiliated corporation to the Permittee or Permitted Facility;
  - ii. Does not own stock in the Permittee or any parent, subsidiary, or affiliated corporation;
  - iii. Has no other direct financial stake in the outcome of the compliance audit(s) outlined in this permit;
  - iv. Has expertise and competence in environmental auditing and the regulatory programs being addressed through this permit, including evaluation of compliance with requirements specified in Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit; and
  - v. Within ten (10) days after retaining any consultant other than the one originally indentified pursuant to this condition, notify the Commissioner in writing of the identity of such other consultant by submitting the information and documentation specified in this condition. Nothing in this condition shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.
  
- c. Scope of Compliance Audits  
Compliance audits shall:
  - i. Detail the Permittee's compliance with the requirements of this permit and all applicable provisions of Sections 22a-209-1 through 22a-209-17 of the RCSA.
  - ii. The compliance auditor shall include in the compliance audit on-site inspections of the waste received at the Facility. The purpose of such inspections is to determine whether loads are being received that contain greater than 10% designated recyclable items and to detect patterns associated with such loads. Unless otherwise approved by the Commissioner, the compliance auditor shall inspect wastes unloaded from a minimum of ten trucks received during the day of the compliance audit. The compliance auditor shall document the actual number of truck loads inspected and the findings of such inspections.

d. Compliance Audit Report

The results of each compliance audit shall be summarized in a Compliance Audit report. At a minimum such report shall include:

- i. The names of those individuals who conducted the compliance audit;
- ii. The areas of the Facility inspected;
- iii. The records reviewed to determine compliance;
- iv. Describe in detail the Permittee's compliance with this permit and applicable regulations;
- v. Identify all violations of this permit and applicable regulations;
- iii. Describe the actions taken by the Permittee to correct patterns of loads received that contain greater than 10% designated recyclable items;
- iv. Include findings regarding the inspections conducted in accordance with this condition during the day of the compliance audit.
- vi. Describe the actions taken by the Permittee to correct the violation(s) identified in each compliance audit; and
- vii. The Permittee's certification of compliance with the regulations and documentation demonstrating such compliance pursuant to this permit. In cases where multiple counts of the same violation are discovered, the report shall include a listing of each count.

e. Permittee's Responses to Compliance Audit

The Permittee and consultant shall comply with the following:

- i. The inspection frequency shall be quarterly for the remaining life of the permit;
- ii. All violations shall immediately be brought to the attention of the Permittee by the consultant. The consultant shall also notify the Department within five (5) days of the inspection of all violations noted during the inspection;
- iii. The Permittee shall correct all violations immediately. Should the Permittee be unable to immediately correct the violation, the Permittee shall submit within seven (7) days of the notification date, for the review and written approval of the Commissioner, a detailed plan to correct all violations noted. Such plan shall also include a schedule for implementation of the corrective actions required or recommended; and
- iv. Within fifteen (15) days from the inspection date the consultant shall submit, to the Department and the Permittee, the compliance audit report. A copy of the compliance audit report, shall be maintained at the facility for the life of the permit or for such other timeframe specified by the Commissioner.

f. The Permittee shall cease accepting solid waste at the facility in the event that the Permittee fails to submit in a timely manner the plan and schedule required by Condition No. C.15.e.iii. of this permit or fails to correct the violations noted by the inspection(s) in accordance with the approved plan and schedule.

g. Documentation Submittal Deadlines

The documents required to be submitted pursuant to this condition shall be submitted semi-annually no later than April 30, and October 31, directly to the Solid Waste Enforcement Section, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

16. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to:

Solid Waste Permitting Supervisor  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance  
Department of Energy and Environmental Protection  
79 Elm Street, Hartford, CT 06106-5127

17. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense."


Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.

18. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to, notice of approval or disapproval of any document or other action shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.
19. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
20. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
21. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.

disapproval of any document or other action shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.

20. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
21. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
22. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
23. The General Permit Registration No. 048-032 issued on January 10, 1994, and the Leaf Composting Facility Registration issued on September 15, 1993 are superseded by this permit and shall automatically terminate upon issuance of this permit.
24. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this 10th day of September, 2012.



Macky McCleary  
Deputy Commissioner

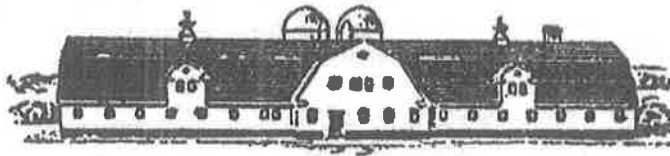
Application No. 200301233.  
Permit to Construct and Operate No. 0480958-PC/PO.  
Permittee - Certified Mail # E-Certified  
City/Town Clerk - Certified Mail # E-Certified

Certified to be a true copy of a document in the file of the Department of Environmental Protection, Bureau of Materials Management and Compliance Assurance.

Name: Nicole Paulin  
Title: Office Assistant  
Date: 9/12/12

PHONE: 203-261-2020  
FAX: 203-459-9370  
E-MAIL: snowsfarm1aol.com

# SNOW'S FARM LLC



550 SPORT HILL ROAD

EASTON, CONN. 06812

June 3, 2017

Snow's Farm the closest privately owned DEEP leaf compost site is willing to accept up to 5,000 tons of leaves from Harvest New England in Fairfield, Connecticut. Snow's Farm an over 100-year-old business has the ability and the equipment needed to remove the leaves in a timely manner.

Regards,

A handwritten signature in black ink, appearing to be 'Irv Snow'. The signature is written in a cursive style with a long horizontal stroke extending to the right.

Irv Snow  
203-395-1706

**STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION**



*This is to Certify that*

**RYAN KELLY**

*has been duly examined in accordance with the provisions of Chapter 446d of the  
General Statutes, as amended and is hereby approved to operate*

**A CONNECTICUT ORGANIC RECYCLING FACILITY**

set my hand and caused the Seal of the  
State of Connecticut, Department of Energy  
and Environmental Protection, to be affixed

Certificate # 7503  
Expiration Date: March 31, 2020  
Date of Class: March 2015

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Bureau Chief  
Bureau of Materials Management  
& Compliance Assurance



STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION  
Be it known that

**GREEN CYCLE OF THE NORTHEAST**  
295 ONE ROD HIGHWAY  
FAIRFIELD, CT 06824

has been certified by the Department of Consumer Protection and issued an  
**OPERATOR OF WEIGHING & MEASURING DEVICES**

Commercial Scale 0-1,000 lbs.	0	Vehicle/Truck Scale	1	Electric Vehicle Charging Station	
Commercial Scale 1,001-10,000 lbs.		Railroad Track Scale		LPG Meter	
Commercial Scale Over 10,000 lbs.		Calibrated Tank Compartment Scale		Truck Petroleum Meter	0
Jewelry/Pawn Shop Scale		Gas/Diesel Dispenser Nozzle	0	Taxi Meter	
LPG Scale		Kerosene Dispenser Nozzle		Bulk Petroleum Meter/Rack Meter	
Hopper Scale		Natural Gas Dispenser Nozzle			

Registration #: DEV.0009714

Effective Date: 09/14/2016

Expiration Date: 07/31/2017

  
Jonathan A. Harris, Commissioner

# Proprietary and Confidential

## Harvest New England, LLC Balance Sheet

USD

	April 30, 2017	
	(unaudited)	
<b>Assets</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$	520,150
		563,573
		1,517,842
Prepaid expenses and other current assets		6,689,293
<b>Total current assets</b>		<b>9,290,858</b>
Land, property and equipment - net		1,782,482
Intangible assets - net		671,958
Goodwill		1,969,370
Other assets - net		1,449
<b>Total Assets</b>	<b>\$</b>	<b>13,716,117</b>
<b>Liabilities and stockholders' equity</b>		
<b>Current liabilities:</b>		
Accounts payable	\$	348,662
Other current liabilities		9,964,423
Current portion of debt and capital lease		175,161
<b>Total current liabilities</b>		<b>10,488,246</b>
Debt and capital lease - net of current portion		358,997
<b>Stockholder's Equity</b>		<b>2,868,874</b>
<b>Total</b>	<b>\$</b>	<b>13,716,117</b>

# Proprietary and Confidential

## Harvest New England, LLC Balance Sheet

USD

	April 30, 2017	
	(unaudited)	
<b>Assets</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$	520,150
		563,573
Prepaid expenses and other current assets		1,517,842
<b>Total current assets</b>		<b>6,689,293</b>
Land, property and equipment - net		1,782,482
Intangible assets - net		671,958
Goodwill		1,969,370
Other assets - net		1,449
<b>Total Assets</b>	<b>\$</b>	<b>13,716,117</b>
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<b>Stockholder's Equity</b>		<b>2,868,874</b>
<b>Total</b>	<b>\$</b>	<b>13,716,117</b>

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

# Cashier's Check

## PNC BANK

PNC Bank, National Association  
Pittsburgh, Pennsylvania

5/23/2017

8-0009/0430

175171

PAY TO  
THE  
ORDER  
OF

TOWN OF FAIRFIELD

AMOUNT

\*\*\*\$5,000.00\*\*\*

**\$5,000.00**

PNC Bank, National Association

*Douglas J. Lippert*

REMITTER: PP18387 BID SECURITY DEPOSIT

⑈0175171⑈ ⑆043000096⑆ 102640377⑈

Details on Back.



Security Features Included.



## M. Price/Revenue Proposal

---

### List of Charges

#### A. Tip Fees

1. Town (municipal) vehicles will be accepted at no charge.
2. Commercial vehicles performing contract work for the Town will be accepted at no charge.
3. Residential automobiles (those with the Town dump sticker) will be allowed to unload all acceptable materials at no charge.
4. Small pick-up trucks and autos pulling carts or trailers will be weighed at operator's discretion. Any of these vehicles that have over 500 pounds will be charged the commercial rates. Those under 500 pounds will not be charged.
5. Commercial vehicles shall be charged tipping fees comparable to those in effect in the region from Milford to Greenwich. For FY 2018 the tipping fees are anticipated to be as follows:
  - Wood Chips \$10 per ton
  - Leaves \$55 per ton
  - Brush \$58 per ton
  - Logs under 8' length \$65 per ton
  - Mixed Yard Waste \$69 per ton
  - Stumps \$75 per ton

All commercial vehicles must have a Town of Fairfield solid waste permit to use the Facility.

#### B. Product Sales

- Harvest New England's will sell landscape materials from the site at market rates. Materials will include Topsoil, Mulch, and Compost.

#### C. Provision of Materials to Town

Town shall receive at no charge:

- All the wood chips it requires for amendment to the sewer sludge to make compost
- 10,000 cubic yards of wood chips during the life of the contract for the WPCF Bio-filter, meeting the specifications.
- Residential vehicles will be allowed to take at no cost up to three (3) cubic feet of double ground wood chips each time they visit the facility.

### List of Payments

#### 1. Payment to the Town.

Harvest will provide the Town

- All residential and Town yard waste recycling services as described in

"A" above.

- All materials described in "C" above.
- Operation of the Facility in accordance with all permits, codes etc., as described in this RFP.
- Operation during the days and hours as specified in the operating plan

**In addition Harvest New England will pay the Town \$4,250 per month, \$51,000 annually.**



# Emergency Action Plan

**Harvest New England,  
295 One Rod Hwy  
Fairfield, Connecticut 06824  
203-259-6852**



## Section 1: Quick Use Guide

Harvest has developed this Emergency Action Plan (“EAP”) to address emergency situations that may arise in Harvest locations and which may threaten human health and safety, or damage Harvest’s assets. This Quick Use Guide provides ready access to key contact information under this EAP.

### **Chain-of-Command Procedure Reminder**

An organized emergency response can help eliminate confusion, reduce injury, and minimize property damage. As detailed in the EAP, that is why a clear chain-of-command for emergency response must be established through the Site Manager, the Lead Foreman, or other designee. Remember to follow this designated chain-of-command procedure.

### **EAP Contact List**

See Page 4 for Contact List to use under this EAP. The Site Manager (and Alternate designees) should carry this list at all times, and update it as necessary.

### **Site Address and Location Map**

Harvest New England  
295 One Rod Highway  
Fairfield, CT, 06824  
203-259-6852

Access to the site may be gained:

- From the local public roadway: Route 1 (Boston Post Road) to Reef Road to Richard White Way to One Rod Hwy

Other: Across from Sewage Treatment Plant

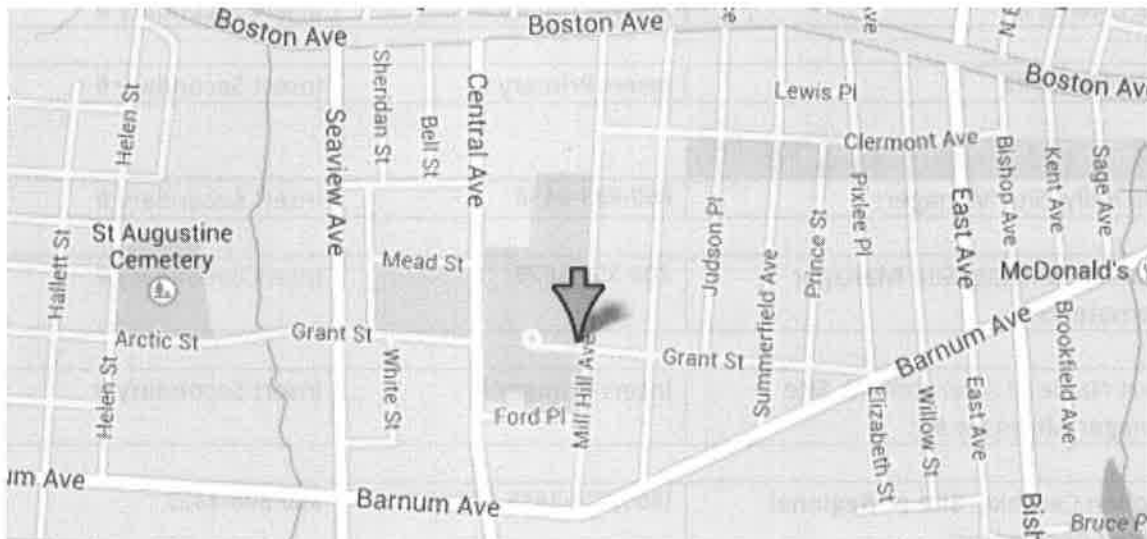
See next page for Site Location Map.

### Site Location Map



**Hospital Address and Map**  
Bridgeport Hospital  
267 Grant Street  
Bridgeport, CT, 06610  
203-384-3000

If needed, directions to the local hospital are as follows: From the Connecticut Turnpike, I-95 Traveling North (from New York) Take Exit 29 -Stratford / Seaview Avenue. At the end of the ramp, take a left onto Seaview Avenue. Continue on Seaview Avenue for 1 mile. Turn right on Barnum Avenue. Turn left on Mill Hill Avenue. Visitor parking is on left.



## Emergency Action Plan Contact List

Ryan Kelly	Contact Number: 860-883-9456	
	Primary: 203-259-6852	Secondary: 860-883-9456

EMERGENCY		
Fire: Fairfield Fire Depart.	911	203-254-4700
Police: Fairfield Police Depart.	911	203-254-4800
Ambulance: American Medical Response	911	203-866-1121
Hospital: Bridgeport Hospital	203-384-3000	Insert Secondary #

NON-EMERGENCY		
Fire/Fire Marshall	203-254-4720	Insert Secondary #
Fairfield Police Dept.	203-254-4800	203-254-4800
Poison: CT Poison Control Center	800-222-1222	Insert Secondary #
Environmental spill	866-DEP-SPIL	860-424-3338
Electric Utility: EverSource	800-286-2000	Insert Secondary #

CONSULTANT		
Insert Name #1	Insert Primary #	Insert Secondary #
Insert Name #2	Insert Primary #	Insert Secondary #

FACILITY		
Ryan Kelly, Site Manager:	860-883-9456	Insert Secondary #
Anthony Zumstag, Site Manager Alternate #1:	203-551-1679	Insert Secondary #
Insert Name of Alternate #2, Site Manager Alternate #2:	Insert Primary #	Insert Secondary #
Stephen Carubia, Site or Regional Safety Coordinator:	(860)674-8855 EXT 100	860-808-4322

**HEADQUARTERS AND CORPORATE**

Chris Field, applicable Vice President:	860-883-3810	Home: 860-537-0676
Meredith Sorensen, Director of Communications:	206-569-0344	908-601-3905
Julian Mercer, Corporate Safety:	980-444-2056	704-635-1365
Christopher Mirick, Corporate Legal:	781-314-9505	781-962-6393
David Hitchcock, Senior Vice President, Corporate Operations:	781-314-9533	760-315-3969

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## Section 2: Process & Procedure

### Introduction

Harvest has developed this EAP to address emergency situations that may arise in Harvest locations and which may threaten human health and safety, or damage Harvest's assets. This Emergency Action Plan ("EAP") covers designated actions management and employees must take to ensure employee, customer, and visitor safety from fire and other emergencies.

This EAP is divided into four (4) major sections:

- **Section 1: Quick Use Guide** that provides key contact information.
- Section 2: Process & Procedure that covers:
  - a. Overview of the emergency **Chain of Command** policy at this worksite.
  - b. First steps for employees to take in emergency action.
  - c. Steps for Site Manager to take command and notify emergency services, inform Harvest's employees, and take appropriate leadership actions.
- **Section 3: Detailed action plans** for various workplace emergencies.
- Section 4: Appendices

### General Information

Emergencies can strike anyone and anytime without warning. The more you are prepared for them, the better you will be able to act, minimizing panic and confusion when an emergency occurs. This plan is designed to help Harvest and its employees plan for that possibility.

The best way to respond to an emergency is to prepare for one before it happens. It may not be easy to think clearly and logically in the midst of a crisis, so it is important to do so in advance, when you have time to more carefully consider this material. Also, the use of checklists and standard procedures is a well-established technique for minimizing the risk that you will overlook a critical step in responding to an emergency.

We request your support in establishing, implementing, and maintaining an effective EAP for this facility. With your help, this EAP should take into account the kind of businesses we are in, the type of potential emergency situations that might occur, and the basic guidelines and steps for effective emergency response actions at our worksites.

The best way to protect yourself, your work facility, and our business is to expect the unexpected and allow this EAP to guide you when immediate action is necessary.

**What is a workplace emergency?**

A workplace emergency is an unforeseen situation that threatens one of our employees, customers, or the public; disrupts or shuts down our operations; or causes physical or environmental damage.

“Emergencies” may be natural or manmade and include the following:

- Fire
  - Including “hot spots”
- Medical
  - Injury
  - Confined space entrapment
- Hazardous substances
  - Chemical or other environmental spills
  - Biogas exposure
- Electric power or other utility loss
- Natural
  - Tornado
  - Hurricane
  - Earthquake

**What are the goals of this emergency action plan?**

The goals of this plan are very important yet simple:

- Protect the life, health, and safety of:
  - Yourself
  - Other employees
  - Customers, and onsite visitors
- Protect our facility, equipment, and other business assets



## Topics covered

This EAP covers designated actions management and employees must take to ensure employee safety from fire and other emergencies. This EAP covers the following topics:

1. **Notification:** provide a means of notifying site managers and fellow employees, local authorities, customers, and Harvest corporate offices of an emergency situation.
2. **Emergency Assistance:** summon urgent fire and/or medical assistance from emergency services such as the local fire or police departments or ambulance providers.
3. **Immediate Help:** where appropriate, attempt to suppress incipient fires or provide emergency first aid treatment for injured individuals.
4. **Evacuation:** when necessary, provide for a safe and orderly method of evacuation of employees and customers from Harvest premises. Account for all employees who occupied Harvest premises at the time of evacuation. Establish a meeting place where all employees have been instructed to meet in case of an emergency.
5. **Training:** provide ongoing training and up-to-date information to all employees to properly respond in the event of an emergency.

## Important Note on Terminology

In this document, these words have definition and meaning as follows:

**“Must”** means that the action or procedure is mandatory.

**“Should”** means that the action or procedure is recommended.

**“May”** means that the action or procedure is optional.

## Employee First Steps in Emergency Action

An organized emergency response can help eliminate confusion, reduce injury, and minimize property damage. That is why a clear chain-of-command for emergency response must be established through the Site Manager, the Lead Foreman, or other designee. A summary of how employees must respond to an emergency situation follows:

- A. An employee who discovers an emergency must immediately:
  - a. **Announce** the emergency to others nearby.
  - b. **Report** the emergency to the Site Manager (or designee) who will assess what emergency response is required and lead onsite efforts to take immediate and appropriate action.
  - c. Subject to prior training and instruction by the Site Manager, either **provide immediate assistance** or **evacuate** to the assembly area to await further direction.

## Emergency Chain-of-Command Policy & Procedure

All employees must become familiar with and comply with the *Emergency Chain of Command* policy and procedure that exists at this worksite, which includes the following steps:

- A. **Employees Must Notify Site Manager.** All employees must immediately report any emergency to the Site Manager or, if not available, to an Alternate as listed in Section 1, Quick Use Guide, "EAP Contact List". Also see Section 4, Miscellaneous, "Emergency Communications System".
- B. **Site Manager must take command and Notify Emergency Services and Harvest Employees, and take appropriate actions.** The Site Manager must assess what emergency response is required and, as appropriate, take immediate and necessary steps to:

*The items in this section are a "checklist." In an emergency, you should scan quickly through this list and determine which items are applicable, and then act on them. For example, #3 on Fire and Spill Suppression may not be applicable in a medical emergency.*

- 1. **Direct immediate first-aid care:** subject to prior training of personnel present onsite, direct such care as appropriate to any injured person. Also see sections "Emergency Equipment Location" and "Employees Trained to use Emergency Equipment".
- 2. **Notify Harvest Site or Regional Safety Coordinator:** as listed in the EAP Contact List in Section 1: Quick Start Guide in this manual.
- 3. **Direct immediate fire or spill suppression:** subject to prior training of personnel present onsite:
  - a. Direct immediate fire suppression as appropriate to extinguish incipient fire.
  - b. Follow containment procedures for any hazardous materials

release.

- c. All other appropriate containment steps. Also see sections "Emergency Equipment Location" and "Employees Trained to use Emergency Equipment".

4. **Contact public emergency services:** to request immediate response. See "Section 1: Quick Start Guide, EAP Contact List " for phone numbers of:

- a. Police
- b. Fire
- c. Ambulance
- d. Hospital
- e. Hazardous Materials Spill.

Note: contact the local Fire Department and/or hazardous material remediation consultant under contract with Harvest.

5. **Assign employee:** to meet up with emergency responder at facility entrance and guide them on location.

6. If evacuation is appropriate:

- a. **Alert employees, contractors, customers, or visitors:** to vacate to the evacuation assembly area or take other action. All sites should have sign-in sheets for visitors and contractors. This log should be taken to the assembly area.
- b. **Provide special notification and support:** to disabled individuals as appropriate.
- c. **Announce evacuation instructions:** over the public address/radio system: "Ladies and Gentlemen. Harvest is being temporarily closed. We request that you leave by the nearest exit immediately. Thank you."
- d. **Have all facility or site areas checked:** including restroom and public areas, to verify that employees and visitors are evacuated.
- e. **Secure corporate valuables:** put all cash, check, and charge documents in the safe if time permits.
- f. Also see Section 4, Miscellaneous, "Emergency Communications System" and "Evacuation Assembly Area".

**Even if full evacuation is unnecessary:** announce a halt to work and suspension of all work activities within the immediate vicinity of the incident. The incident area should be marked and secured with cones and caution tape, or similar barrier.

7. **Conduct “head count”:** or “roll call” at primary assembly area to account for all employees, contractors, visitors and anyone else on site.

Note: when one or more employees are unaccounted for, employees are not to re-enter the building/facility to conduct a search. Rather, notify the ranking fire or other emergency response official on scene with their approximate location.

8. **Contact Consultant support services under contract with Harvest:** to procure additional response and/or remediation resources as needed. See Section 1: Quick Start Guide, “EAP Contact List”.
9. **Contact Harvest headquarters and corporate personnel:** as appropriate. See Section 1, Quick Start Guide, “EAP Contact List.”
  - a. **The Site Manager must** notify the applicable Vice President and the designated Corporate Safety contact.
  - b. **The applicable Vice President must** notify the CEO, Senior Vice President for Corporate Operations and the designated contacts for Corporate Safety and Corporate Legal. If the event might attract attention of news media, or might otherwise require public relations, the Director of Communications should also be notified.
10. **Contact family members:** of any injured employee.
11. **Declare and notify that the emergency is over:** once it is appropriate to do so, and inform any employees stationed at the primary assembly area they may now re-enter the work area and resume work activities.

C. All employees must understand their roles:

1. **Provide immediate first-aid care,** as appropriate and subject to prior training and present direction from Site Manager: to any injured person.
2. **Apply immediate fire suppression,** as appropriate subject to prior training and present direction from Site Manager: to extinguish incipient fire. *Also see: “Fires and ‘hot spots’”.*
3. **Undertake actions,** as appropriate and subject to prior training and present direction from Site Manager: to contain hazardous materials spill/release.
4. **Meet up with emergency responder at facility entrance,** if directed to do so by Site Manager: to guide them on location.
5. **Vacate or take other action,** as directed by Site Manager: to the evacuation assembly area.
6. **Do not re-enter work facility:** until the Site Manager gives the

go-ahead to do so.

**Even if full evacuation is unnecessary:** halt and suspend work activities within the immediate vicinity of the incident until emergency is declared resolved by Site Manager.

### Section 3: Detailed action plans for various workplace emergencies.

#### **SITE SPECIFIC TO FAIRFIELD:**

Although fires and hot spots can occur any season, they are most prevalent late fall and winter in the single grind piles.

To help cut down on the risk, pile temperatures are taken weekly starting late September, any piles reaching temperatures of 155 degrees Fahrenheit are broken down and flipped to cool.

As a precaution, during the cooler months the heavy first grindings will be screened to remove the fines in order to reduce the micro activity in the piles, thereby keeping the pile temperatures lower.

Protocol in Fairfield is to keep the fire department informed of any and all incidents involving hot spots, smoking pile and flames.

Water is kept on when working a hot pile to minimize flare ups, sprinklers are kept on overnight if a pile is smoking but not showing flames.

**If flames appear and the fire cannot be doused within two minutes, CALL THE FIRE DEPARTMENT IMMEDIATELY.**

## Hot Spots, Fires and Explosions

This section addresses the preferred method for reporting and responding to fires and “hot spots” *Also see* Fire Prevention & Protection Plan (provided under separate cover) for details on preventing fires.

### A. Hot Spots

Special note re: Hot Spots

Hot spots are a common occurrence in composting and mulching operations. A “hot spot” is when an area of the compost or mulch pile starts to smolder – in other words, starts to smoke, but has not yet caught on fire. Only employees who have been trained or who are otherwise working under the direct supervision of the Site Manager should tend to a hot spot.

Many hot spots can be dealt with using procedures appropriate to the nature of the operation, climate, and situation.

Employee who discovers a “hot spot” in the facility must:

1. **Inform:** other nearby employees.
2. **Notify Site Manager.** See section “General Reporting Procedures and Steps”. This can be done by cellular phone, two-way radios, word of mouth, etc. See section “General Reporting Procedures and Steps”.
3. **Follow direction:** as provided by Site Manager.
4. Call the Fire Department if:
  - You dig into the pile and see ashes and glowing embers;
  - There are open flames in a small area, but they are not contained after two minutes of application of water or fire extinguisher; or
  - At any time, in your judgment the situation is at risk of getting out of control.

**B. Fires and/or Explosions:** Employee who discovers a fire in the facility must:

1. Shout “FIRE” and the location of the fire to inform other nearby employees.
2. Notify the Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. *See section* “General Reporting Procedures and Steps”.
3. Follow direction as provided by Site Manager.

**C. Corrective actions: Employee, if directed by the Site Manager, may:**

1. Subject to prior training, an employee may attempt to extinguish incipient fires until relieved by the Fire Department or until it becomes apparent that the fire cannot be controlled by fire extinguishers, using the following equipment:
  - a. ABC fire extinguishers for all fires
  - b. Fire hose for Class A fires

Fire Extinguishers are located in all site vehicles and in the Main Office. A hose is located next to the Main Office.

Note: employees should never attempt to control a fire which endangers their health. They must immediately evacuate the area when it becomes apparent that the fire cannot be controlled or when conditions become more hazardous, and notify the Site Manager once they are back in a safe area.

**D. Evacuation Assembly Area**

1. Employees not involved in extinguishing the incipient fire must evacuate to the assembly area. Also see "Evacuation Assembly Area".
2. Employees should remain at the primary assembly area and wait for direction as provided by Site Manager to re-enter the work area or go elsewhere.



**Type and Location of Fire Equipment onsite & List of employees trained to use.**

	Type of Fire Equipment	Source of Water & Power	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use	Date of Training
1.	Fire Extinguishers		Each loader, all trucks, on grinder, spares in office.	All Employees	
2.	Fire Hoses	Municipal water supply	by office and on highest elevation of site	All Employees	
3.					
4.					

## Medical Emergencies

A medical emergency is any injury that requires professional medical attention. This section addresses the preferred method for reporting and responding to medical emergencies, including injured workers:

- A. Injury to self: An employee who is injured must, if possible:
  - 1. **Inform:** other employees, and
  - 2. **Notify:** the Site Manager and/or try to communicate situation to others.
  - 3. **Should not attempt to move:** unless there is the potential for more harm.
  
- B. Injury to another: An employee who discovers a medical emergency should:
  - 1. **Inform:** other employees.
  - 2. **Attempt to assess,** subject to prior training, if the worker is:
    - a. Unconscious
    - b. Parts of body burned
    - c. Not breathing
    - d. Amputated or serious fracture (arm, leg, back, neck)
    - e. Bleeding heavily
  - 3. **Notify:** Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. See section "General Reporting Procedures and Steps".
  - 4. **Follow direction:** as provided by Site Manager.
  
- C. Site Manager
  - 1. **Site Manager should assess, apply or direct first-aid.** The Site Manager should evaluate the situation and perform, or otherwise direct employees with prior training to take appropriate actions to provide immediate comfort and aid as follows:
    - a. **Get** the first-aid kit and blankets, and **undertake** first-aid as the situation may require
    - b. **Do not attempt to move injured worker,** in cases of potentially serious injury: unless there is the potential for more harm. Otherwise, await ambulance attendants.
    - c. **Determine whether professional medical attention is needed, and if, that it is obtained: the Site Manager must** assess and determine whether the injured worker needs to receive professional medical attention, and if so, that such expertise is obtained onsite or offsite at the local hospital or other medical facility. **Site Managers should:** err on the side of having injured employees evaluated and treated by such

- medical professionals.
- d. **Keep onlookers away:** from the accident location
- e. Keep the injured worker calm and comfortable: as much as is possible.
- f. **Isolate the accident scene:** by screening or defining the area with caution tape or rope to make sure that nothing is moved or changed until the authorities have completed their investigation.

List of employees trained to use first-aid/medical equipment and location onsite

	Type of First-Aid or Medical Equipment	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use	Date of Training
1.	Eye Wash Station	Back office, weekly		
2.	Basic First-Aid Kit	Front office, monthly		
3.				
4.				

## Hazardous Materials Spill or Release

No matter which one of our facilities you work in, an employee could potentially face an emergency involving hazardous materials such as flammable, explosive, toxic, or noxious substances, including diesel fuel, which is considered a hazardous material. This section addresses the preferred method for reporting and responding to hazardous materials release emergencies.

The source of the hazardous substances could be external, such as a neighboring chemical site that catches on fire or an oil truck that overturns on a nearby roadway. The source may be within our physical site, such as a biogas exposure or release at one of our anaerobic digestion facilities.

Regardless of the source, this kind of emergency event could have a direct impact on you, your work facility, or Harvest's business operations. Under normal working conditions, or during emergency situations, an employee may be exposed to hazardous substances while performing work at a Harvest facility. In accordance with OSHA 1910.1200 and Canada Hazardous Products Act, Harvest has prepared a Hazardous Materials Working Guide.

A copy of this guide is available to you under separate cover. You should read and understand this guide as part of Harvest's employee training programs.

This section addresses hazardous materials release emergencies:

- A. Hazardous material release: Employee who discovers the hazardous material release in the facility must:**
  - 1. **Inform:** other nearby employees of release and location.
  - 2. **Notify:** the Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. *See section "General Reporting Procedures and Steps"*.
  - 3. **Follow direction:** as provided by Site Manager, who should assess the situation--and/or otherwise direct employees with prior training to--take appropriate actions.
  
- B. Site Manager: must assess whether release is "Incidental" or "Major" and take appropriate action. The Site Manager must immediately assess and determine whether the release is "Incidental" (small release that is easily controllable, with no risk to people or the environment) or "Major" (large release not easily controlled that requires professional clean-up by public agencies or a Harvest consultant contractor.)**
  - 1. **Incidental Release: Site Manager may direct Employee, if so trained, to take remedial action** to control, contain, and clean-up the release, following the procedures in the Hazardous Materials Working Guide.

**Note:** employees should never attempt to remediate a spill which endangers their health. They must immediately evacuate the area when it becomes apparent that the spill cannot be controlled or when conditions become more hazardous, and notify the Site Manager once they are back in a safe area.

**List of employees trained to remediate incidental spills**

	Type of Spill Absorption or Clean-up Equipment	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use
1.	55 Gallon Spill Kit	Next to the Storage Container	
2.			
3.			

2. Major Release: The Site Manager must:

- a. **Contact** Harvest Environmental Remediation Consultant or Contractor and direct them to complete clean-up as appropriate.
- b. **Determine** whether local emergency responders, such as the Fire Department should be contacted, and do so as appropriate.
- c. **Log** time of event, actions taken, type and estimated quantities of material released, and have photographs taken to record the event.

3. **Both Incidental and Major Release: Notification of Other Authorities.** In all cases, the Site Manager must determine whether to notify other authorities. In many jurisdictions, other state or provincial emergency or environmental authorities must also be notified. The **Site Manager must** review the Environmental Release notification requirements table in this section and then **confirm** with appropriate Corporate staff whether local, state, and or federal agencies must or should be notified.

**Environmental Release: notification Requirements by State**

State	Notification Requirements	Entity & Contact Info
Connecticut	Report of Pollution Incident as required by Chapter 446k, Section 22a-450, the discharge, spillage, etc. of Any amounts of petroleum or chemical liquids or shall immediately report	CT DEEP 860-424-3338

**C. Employees (not involved in remediating the spill) must:**

1. **Evacuate** to the assembly area, if so directed by the Site Manager. Also see Section 4, Miscellaneous, "Evacuation Assembly Area".
2. If applicable, employees should remain at the evacuation assembly area and wait for direction as provided by Site Manager to re-enter the work area or go elsewhere.

**D. Biogas Exposure at Compost or Anaerobic Digester sites:**

1. **NO EMPLOYEE must ever enter a confined space where biogas may be present**, unless that employee has been properly trained, is equipped with the necessary PPE, is following the established safety procedures for the facility, and has approval from the Site Manager.
2. **Any employee who has personally been or believes a colleague has been exposed to biogas must:** immediately notify the Site Manager. The Site Manager should use the "Medical" emergency section of this EAP to develop a response to this situation.

**Note: Common symptoms of biogas exposure are:** drowsiness, headache, disorientation, and respiratory irritation. The severity of the

symptoms will depend on the concentration of biogas and length of exposure.

**List of Employees Trained to enter areas with biogas exposure**

	Type of Equipment	Location Onsite & Date Last Inspected	Name of Employee(s) Trained to Use	Date of Training
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

## Power or other utility loss

No matter which one of our facilities you work in, we need electricity and other utilities to safely conduct our business operations. This section covers the preferred method for reporting and responding to a power or other utility loss. In the event of a loss of power or other major utility loss:

A. **Loss of Power:** Employee who discovers that electricity has been lost to the site must:

1. **Notify:** the Site Manager. This can be done by cellular phone, two-way radios, word of mouth, etc. *See section "General Reporting Procedures and Steps"*.
2. **Follow direction:** as provided by Site Manager.

## Other Potential Evacuation Events

A. **Bomb Threats:** All employees will be evacuated from the facility in the event of a bomb threat. The authorities should be contacted immediately.

**Site Managers at facilities with anaerobic digesters MUST** and other Site Managers should determine in advance who would be most likely to receive a bomb threat. The identified people must be trained to:

- respond to the caller with appropriate questions;
- detail the conversation and the exact words of the threat made by the caller; and
- report the threat to the appropriate authority.

B. **Acts of Violence:** Any Harvest employee, upon becoming aware of an instance of physical assault, threatening behavior or verbal abuse occurring the work setting must immediately report the facts and circumstances of said incident to their supervisor.

1. In an emergency situation where there is an immediate threat of violence the Site Manager, or designee, must ensure that law enforcement is notified.
2. Employees should consider their personal safety first in situations
3. Employees should recognize these warning signs:
  - Threatening violence against others.
  - Vowing to get even with bosses or co-workers.
  - Making a habit of threatening or intimidating others.
  - Saying people are out to get him or her.
  - Talking a lot about weapons, possibly owning them.
  - Holding grudges.
  - Blaming others for problems or setbacks.



- Getting angry very easily and often.
- Responding very defensively when criticized.

## Tornado warning and emergency

This section presents the preferred method for reporting and responding to a tornado warning and emergency. Prior to any tornado emergency, the Site Manager will designate safe shelter areas within the facility for employees and individuals. See Appendix A for a description and map of such areas.

### A. Tornado Watch Procedures

1. A Tornado Watch means that conditions are right for severe thunderstorms and possible tornadoes to develop. Any employee who learns of a *tornado watch* in the area should immediately notify the Site Manager. The Site Manager must:
  - a. **Tune the radio:** to the National Weather Service channel to stay current on the storm progress.
  - b. **Check to insure:** that all safe shelter areas are unlocked and accessible
  - c. **Check to be sure:** that medical supplies and flashlights are stored in the safe shelter area.
  - d. **If time permits:** "X" the windows with tape or secure plywood to the outside of windows.

### B. Tornado Warning Procedures

1. A Tornado Warning means a tornado has been seen or detected by radar. Any employee who learns of a *tornado warning* in the area should immediately notify the Site Manager. The Site Manager must:
  - a. **Inform:** all employees and individuals to take cover in shelter areas immediately.
  - b. **Make the following announcement on the public address/radio System:** "Ladies and Gentlemen. The National Weather Service has issued a Tornado Warning for this area. Due to this warning, this facility is being temporarily closed. Please do not leave the building. We request that you proceed to the shelter area(s) located in the [name of location(s)]."
  - c. **Assign someone:** to shut off the main gas and electrical systems.
  - d. **As time permits:** immediately contact Harvest corporate staff.
  - e. **Afterwards, coordinate:** first-aid and other assistance as necessary to individuals.
  - f. **Declare that the event is over,** when appropriate: to employees and other individuals and resume normal business operations.

## Hurricane warning and emergency

Some of our Harvest facilities and lie in a region prone to tropical storms, and such facilities should have up-to-date hurricane emergency action planning in place. All Harvest facilities east of the Mississippi River should implement this section which provides the preferred method for planning, reporting and responding to a hurricane warning and emergency.

Note: Hurricane seasons occur at different times, but the typical North Atlantic region season lasts from June 1 to November 30.

The Site Manager is the designated person with the authority to implement the hurricane emergency action plan, which includes ordering any process shutdowns and facility evacuations. Both before and during the hurricane season, **the Site Manager:**

### A. Before hurricane season begins, we should take the following steps:

1. Identify or, if appropriate, contract with a roofing company to respond quickly should repairs be needed before or after a storm. (Having a contract in place will allow faster access to critically needed repair services. Site Managers, in consultation with regional management, should assess on a case-by-case basis whether to make such arrangements.)
2. Schedule an inspection of the building envelope. Have the roofing contractor check the condition of roof coverings and flashing. Verify rooftop equipment is secure and that connections and fasteners holding equipment in place are not corroded. Consider adding strapping or bracing to reinforce rooftop equipment. Verify the condition of all glazing systems and weather seals, and confirm windows and doors are secure and will close tight.
3. Verify inspection, testing and maintenance of all emergency generators are up to date. Check the entire fuel system including centralized bulk fuel storage tanks and fuel transfer pumps.

### B. During hurricane season, maintain an awareness of developing and approaching hurricane activity. Web sites are available for all hurricane-prone regions that provide this information.

1. For the continental U.S., Caribbean and Northeast Pacific, awareness of hurricane activity can be maintained through the National Hurricane Center web site at <http://www.nhc.noaa.gov/>.
2. Following the sequence of hurricane tracking maps allows the Site Manager and employees to be aware of hurricane progress and the changing likelihood the hurricane may affect their location.

C. 48 hours before hurricane landfall, should:

1. See Appendix B1 for list of recommended steps to be undertaken.

D. 36 hours before hurricane landfall, should:

1. At 36 hours before anticipated landfall, time will be limited. The Site Manager should make sure staff needed to complete all of the tough actions is available. See Appendix B2 for list of recommended steps to be undertaken.

E. During a hurricane, should:

1. See Appendix B3 for list of recommended steps to be undertaken.

F. After a hurricane, should:

1. See Appendix B4 for list of recommended steps to be undertaken.

## Earthquake

It is important for that all employees be aware of the potential for earthquakes and the resulting damage to buildings and facilities. The preferred way for reporting and responding to an earthquake includes:

A. During an Earthquake: Employees should:

1. If indoors, stay indoors and take cover beneath a desk, table, bench or in a doorway, hall or against an interior wall, away from glass windows and glass doors, and away from containers having hazardous material stored.
2. If outdoors, stay outdoors move away from buildings and all structures, and all overhead electrical wires. In earthquakes, most injuries occur as people are entering or leaving buildings.
3. If operating a vehicle stop, as soon as possible, but stay inside the vehicle.

B. After an Earthquake: The Site Manager should:

1. **Coordinate:** first-aid efforts.
2. **Check news media:** to get emergency information from local authorities.
3. **Check natural gas and biogas lines** for leaks. If a leak is detected, shut down the system, and notify the local gas service company and/or other entity as necessary.
4. **Shut off the electrical current** at the main breaker box if power has been interrupted.
5. **Direct employees and individuals:** to a safe assembly area outside the building.

6. **Take a head count:** to insure all employees were safely evacuated.
7. **Do not permit individuals:** to enter the building again until cleared by authorities.
8. **Assign duties:** to clean up damage and resume business as soon as possible.

**Section 4: Miscellaneous**

An effective EAP contains a number of additional sections that help support the specific emergencies and response actions identified in prior sections of this document. Each Site Manager should work with onsite personnel and Corporate Headquarters and Regional staff to make sure that the following additional components are incorporated into the final EAP developed and made operational for their facility.

**Onsite Notification Plan**

**The Site Manager must:** insure techniques are in place to alert employees, including disabled workers, to evacuate or take other action. Include:

- a. Make sure alarms are distinctive and recognized by all employees as a signal to evacuate the work area or perform actions identified in the EAP.
- b. Make available an emergency communications system, including that employees have several methods by which to contact Site Manager in event of an emergency.
- c. Make sure alarms must be able to be heard, seen, or otherwise perceived. Consider auxiliary power supply in the event that electricity is shut off.

**Escape route assignments, and assembly muster location**

**The Site Manager must:** ensure that plans of emergency escape routes and evacuation assembly (muster) location are prepared and included as Attachment C, and posted for viewing in an appropriate location. These drawings should include:

1. Floor plans
2. Work place maps
3. Evacuation (muster) assembly areas

## Communications & Outreach Plan

When an emergency occurs, the need to communicate is immediate.

**The Site Manager should:** ensure that a Communications & Outreach Plan is prepared, with a list of potential audiences that includes:

- a. Emergency services. Local first responders must be notified.
- b. Customers. If business operations are disrupted, customers will want to know how they will be impacted.
- c. Survivors impacted by the incident and their families
- d. Employees and their families
- e. News media. If the incident is serious, the news media will likely be on scene or in contact to obtain details. Numerous contemporaneous requests from media may be overwhelming. **The Site Manager must:**
  - o **Designate**, in consultation with the Senior VP of Corporate Operations and the applicable Vice President, an authorized spokesperson to speak to the news media. This team will prepare that spokesperson with talking points, so they can speak clearly and effectively in terms that can be easily understood.
  - o **Direct** all media inquiries to the Harvest Director of Communications, until such time as someone has been so designated.
  - o Remind employees that they are not authorized to speak to the media.
- f. Community—especially neighbors living near the facility
- g. Harvest: local, regional, and corporate management. Employees on-site during emergency should inform Site Manager. Site Manager's contact information will be available to all employees Site Manager will assess magnitude of emergency and act accordingly. If warranted, Site Manager will inform Regional Vice President, Senior VP of Operations or other designated levels of corporate management.
- h. Government: elected officials, regulators, and other authorities. Communications with government officials depends upon the nature and severity of the incident and regulatory requirements. OSHA....
- i. Neighbors living near the facility may need information—especially if they feel threatened by the incident.
- j. Suppliers

Contact information for each audience should be compiled and immediately accessible during an incident. Include as much information for each contact as possible, including alternative contact points. Lists should be updated regularly, secured to protect confidentiality, and available to authorized users.

Techniques for remote access to communication systems are identified and procured.

**Employee Training** The primary purpose of this EAP is to educate Harvest employees about the types of emergencies that may occur and to train them in the proper course of action. It is important that all employees understand the function and elements of your emergency action plan, including types of potential emergencies, reporting procedures, alarm systems, evacuation plans, and shutdown procedures. Employees and managers at each facility should discuss any special hazards you may have onsite such as flammable materials, toxic chemicals, radioactive sources, or water-reactive substances, and incorporate and modify this EAP template as appropriate.

The Site Manager must:

1. Ensure that each employee is provided training on this EAP. See also "Section 4: How often must employees be trained?"; and
2. Ensure that Practice Drills are held as often as necessary, and at least annually. (See next section.)

Each employee must:

1. Read this EAP
2. Attend training and discuss it with his/her managers onsite, and

### **Practice Drills**

Once all employees have had the proper training on this EAP, it is a good idea to hold practice drills as often as necessary to keep employees prepared.

Related to such practice drills, **the Site Manager must:**

1. Ensure that such practice drills take place quarterly, or more frequently if appropriate.
2. Log the date and attendance of such training drills in Attachment E.
3. Include outside resources such as fire and police departments when possible.
4. Meet with all employees to evaluate the effectiveness of the drill.
5. Identify the strengths and weaknesses of this EAP and work to improve it.



**How often must employees be trained?**

**The Site Manager must:** ensure that Employee EAP training takes place, at a minimum, when:

1. The EAP plan initially becomes operational.
2. New employees are hired.
3. New equipment, materials, or processes are brought into the workplace that affects evacuation routes.
4. The layout or design of the facility has changed significantly; and
5. This EAP document has been materially revised.
6. Each employee should receive refresher training at least once per year.

**Who should you coordinate with when drafting your emergency action plan?**

Although there is no specific OSHA requirement to do so, Harvest believes it useful to coordinate this EAP effort with any others to ensure the effectiveness of the plan. **The Site Manager must:** take steps to coordinate this EAP with:

1. Companies or employee groups in your building or adjacent parcels.
2. Local emergency responders such as the fire department, local HAZMAT teams, or other outside responders. This ensures that you are aware of the capabilities of these outside responders and organizations and that they know what you expect of them.

**Site Maps**

**The Site Manager must:** ensure that Detailed Site Maps have been prepared, posted, and shared with employees that show:

- Location of emergency exits, evacuation routes and areas (muster stations), fire alarm pull stations, and related signage. Signs as required by ordinance, regulation, or law, will identify emergency exits.
- Electrical service
- Utility disconnects
- Biogas pipelines and shutoff valves
- Location of fire extinguishers or other safety equipment

**Employees are required:** to be familiar with the location(s) of alarm pull stations and emergency exits and evacuation (muster) areas.

**Offsite Contingency Communications Center**

**The Site Manager should:** plan for and procure a location of an offsite alternative communications center to be used in the event of a fire or explosion or environmental discharge requiring evacuation.

**Document secure location**

**The Site Manager should:** secure and on- or offsite location to store originals or duplicate copies of accounting records, legal documents, employees' emergency contact lists, and other essential records.

Appendix A: Tornado, designated safe shelter areas



- Due to the lack of buildings on site it would be best to seek shelter across the street at the Water Treatment Plant in the event of a tornado.

There are some general guidelines that may be used to aid in the selection of such spaces. When selecting a safe shelter, consider:

- The lowest floor, preferably a basement
- Interior spaces- rooms with no walls on the exterior
- Areas supported by secure, rigid structural frame members
- Short roof spans

- **Appendix B1: 48 hours before a hurricane landfall**

**The Site Manager should**, about two days before a hurricane is expected to affect the site location, begin to implement the following actions:

- Review the hurricane emergency action plan with all involved personnel.
- Check building roofs. Make repairs to coverings and flashing as time allows.
- Remove all loose items from the roof, secure equipment doors and covers, and remove debris.
- Verify roof drains are clear of trash and other obstructions.
- Fill fuel tanks serving emergency generators and other vital services.
- Verify dewatering pumps are in service and working.
- Verify outside storm drains and catch basins are clean.
- Remove debris from outdoor areas that may become “missiles.”
- Remove loose, outdoor, inactive equipment.
- Back up computer data.
- Manufactured products:
  - Ship out as much stock as possible.
  - Verify all stock is skidded at least 4 inches above the floor.
- For Anaerobic Digestion facilities:
  - Inventory tanks and vessels with enough material to secure them against the forces of buoyancy should they be exposed to flooding, surface water runoff or storm surge.

## Appendix B2: 36 hours before hurricane landfall

**The Site Manager should**, about 36 hours before a hurricane is expected to affect the site location begin to implement the following actions:

- Protecting or relocating vital business records
- Removing all loose outdoor storage or equipment
- Anchoring portable buildings or trailers to the ground
- Securing outdoor storage or equipment that cannot be moved
- Installing [after verifying with Corporate?] manual protection systems (e.g. shutters, plywood covers and flood gates).
- Raising critical equipment off floors (e.g. personal computers)
- Moving critical equipment from basement and other below-ground areas
- Covering critical stock and equipment with waterproof tarpaulins
- Initiating an orderly shutdown of production equipment and systems that rely upon normal power
- Turning off fuel gas services
- Turning off non-essential electrical systems
- Verifying all fire protection systems are in service (e.g. water supplies, fire pumps, sprinklers, fire alarms and special extinguishing systems)
- For manufacturing:
  - Stopping incoming shipments of raw materials that will be exposed to damage

## Appendix B3: During a Hurricane

**The Site Manager should:** begin implementing the following actions during a hurricane:

- Consider having an Hurricane Response Team (HRT) to remain onsite during the storm. The HRT should consist of volunteer members willing to remain onsite during the hurricane (if allowed by local authorities).
- Carefully determine whether the location, design and building construction make it a safe place for HRT members to remain during the storm.
- The HRT members should be trained in all aspects of the emergency action plan and include representatives with decision-making authority as well as knowledge of facility operations.
- Security personnel may also be required.
- Prepare an HRT supply kit that includes items necessary during and immediately after the storm. This includes satellite phones, two-way radios, portable AM/FM radios, flashlights, lanterns, plenty of batteries, rubber boots, gloves, blankets or sleeping bags, first-aid kit, spare clothing and an adequate supply of shelf-stable food and water to last at least 72 hours.
- Anticipate loss of electrical power and municipal drinking water for several days following the storm.
- Storm-tracking procedures should be developed. The HRT should include personnel capable of monitoring conditions using various media and equipment (e.g. radio, television, Internet and portable phone).
- If the facility is in an area known to be exposed to a flood or storm surge, specific response procedures should be developed as part of the emergency action plan to manage the water exposures.
- During the height of the storm, the HRT personnel should remain in a location that has been secured from wind and flood and proven secure.

## Appendix B4: After a Hurricane

**The Site Manager should**, after a hurricane has affected the site, implement the following actions:

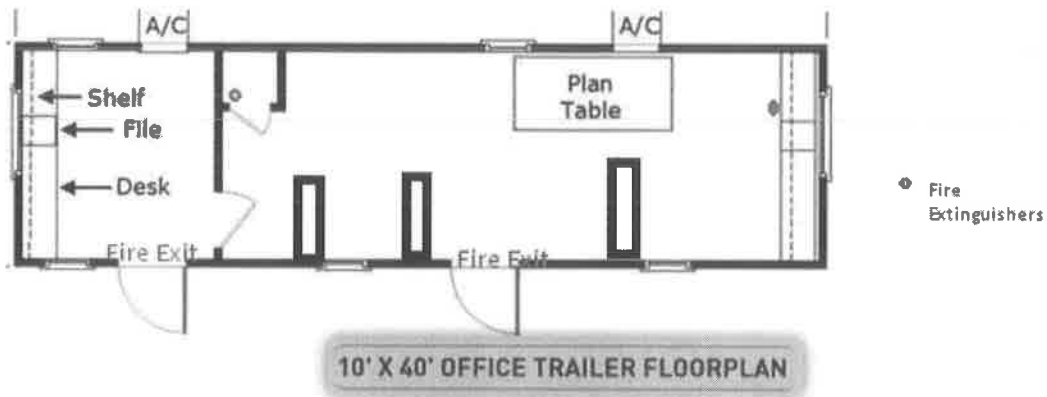
- When returning to the site, bring identification, additional supplies and cameras to document conditions.
- Communicate with the ERT to determine what supplies are needed.
- Survey the site for hazards:
  - Live electrical wires
  - Broken glass and sharp metal
  - Leaking fuel gases or flammable liquids
  - Damaged building features or contents that could shift or collapse
  - Paved or hardscape areas undermined by wave action and subject to collapse
  - Flammable atmosphere in vapor space of flammable storage tanks
- Verify the status of protection systems. Check water supplies, fire pumps, automatic sprinklers, fire alarms and security systems.
- Manage impairment for protection systems:
  - Expedite repairs.
  - Post fire watch in area with impaired fire protection.
  - Post security personnel in areas where building or site access is not suitably controlled.
- Survey the damage and initiate repairs immediately:
  - Promptly notify contractors to avoid waiting in line for service.
  - Establish repair priorities, including the building envelope, utilities and fire protection systems.
- Begin salvage as soon as possible to prevent further damage:
  - Protect the building and contents from further damage.
  - Separate damaged goods.
  - Save all damaged goods.
  - Avoid accumulations of combustible materials inside the building.
  - Avoid storage in areas with impaired fire protection.
- Maintain contact with corporate management and your insurance broker.
- Clear roof drains, balcony drains and ground-level catch basins and drains in preparation for future rain events.
- Have qualified personnel thoroughly check all utility systems and hazardous processes before returning them to service.
- Restore HVAC system to maintain or restore building interior environment.
- Determine whether adequate raw materials will be available when the Site is physically ready to begin operations. Remember that local suppliers and distributors may still be down or at reduced rates.
- Provide a means to stay in contact with displaced personnel.

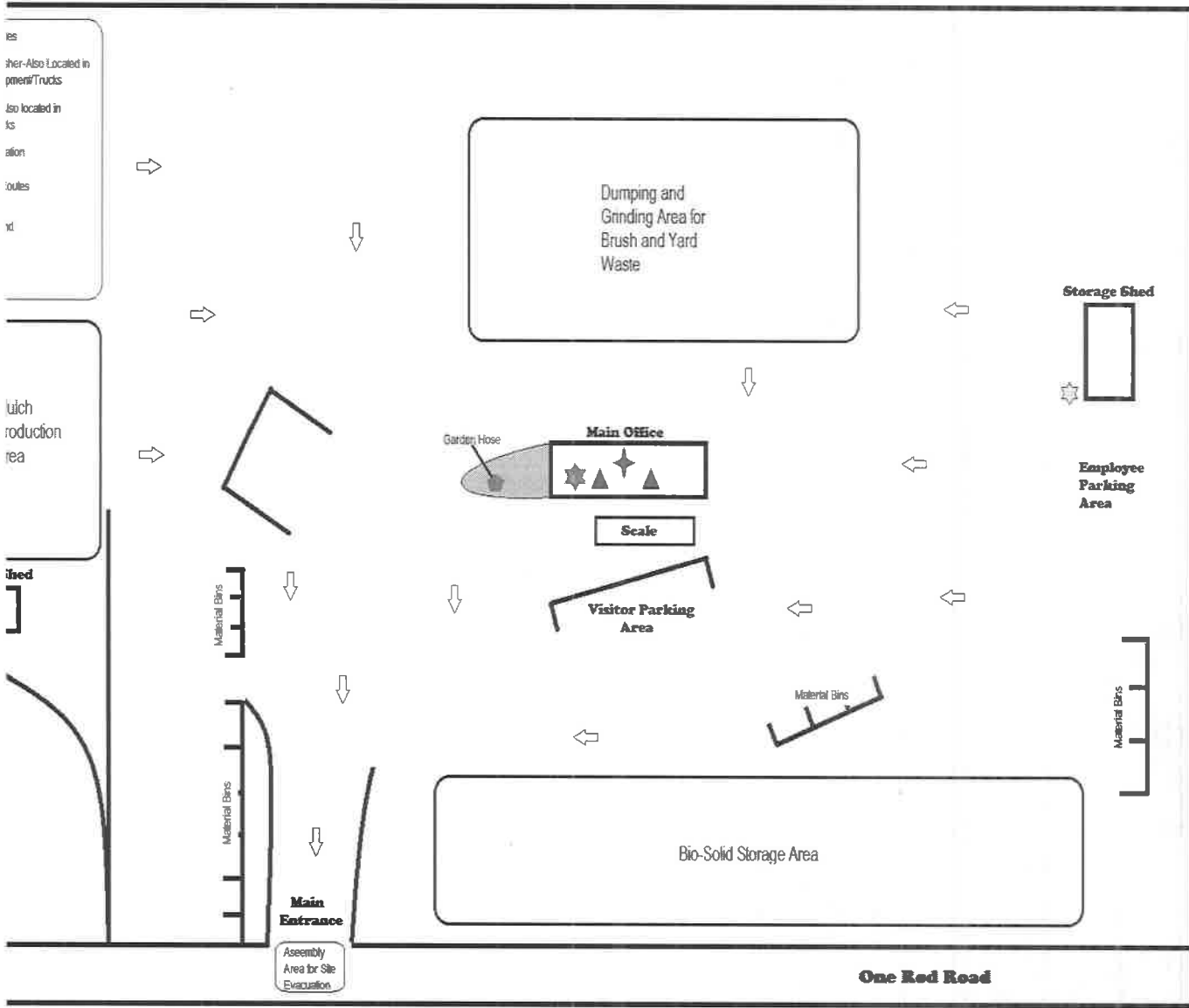
- Consider a telephone number that delivers a recorded message with daily updates designed to keep both employees and customers informed.



**Appendix C: plans of emergency escape routes and evacuation assembly (muster) location(s):**

**Our staff is to meet at the main entrance on One Rod Road in case the site needs to be evacuated.**







**Main evacuation route:** turn right out of driveway entrance to stop sign, left on One Rod Hwy to Reef Road, left on Reef Road to Route 1.

**Secondary evacuation route:** turn left out of driveway entrance, follow road through the Town of Fairfield Public Works Yard to paper road behind garages that connects to Veres Street, follow Veres Street to Reef Road, and turn left on Reef Road to Route 1.

## Appendix D: Additional Information Related to Communications and Outreach Planning

None.

## Appendix E: Site Manager's Log of EAP Training Drills

	Date of Drill	Description of Drill	Name of Employee(s) that Participated	Date of Drill
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## RFP #2017-78 Request for Proposals Leaf and Yard Waste Facility

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted \_\_\_\_\_ 2017.

SEALED SUBMISSIONS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Respondent:

\_\_\_\_\_   
Doing Business As (Trade Name)

\_\_\_\_\_   
Address

\_\_\_\_\_   
Town, State, Zip

\_\_\_\_\_   
(Mr/Ms) Name and Title, Printed

\_\_\_\_\_   
Signature

\_\_\_\_\_   
Telephone

\_\_\_\_\_   
Fax

\_\_\_\_\_   
E-mail

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00pm, Wednesday, 7th June, 2017**

To provide labor, materials, equipment and all else necessary for the operation of the Town's Leaf and Yard Waste Facility as detailed in the attached request for proposal requirements.

### NOTES:

1. Respondents are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their proposal submission
2. No proposal submission shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposal submissions are to be submitted in a sealed envelope and clearly marked "BID #2017-78" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Proposal submissions are not to be submitted with plastic binders or covers, nor may the proposal submission contain any plastic inserts or pages.

  
\_\_\_\_\_  
First Selectman

  
\_\_\_\_\_  
Director of Purchasing

05-12-2017  
\_\_\_\_\_  
Date

## INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive proposal submissions from qualified Respondents to provide all labor, material, equipment and all else necessary for the operation of the Leaf and Yard Waste Facility, 295 Richard White Way, as specified.

### MANDATORY PRE-PROPOSAL MEETING

A site meeting will commence at **10:00am, Leaf and Yard Waste Facility, 295 Richard White Way, Fairfield, Connecticut on Tuesday, May 23rd, 2017**, for prospective respondents to scope the conditions. The site location is shown on the attached exhibits and respondents are asked to meet at the gate to the site.

- All requests for information will be answered in writing as specified below under Addenda.

### ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to these requirements will be posted on the Fairfield Purchasing Department website at <http://www.fairfieldct.org/purchasing>

- It is each Respondent's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Tuesday, 30th May, 2017**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the respondent waiving the right to dispute request for proposals requirements and conditions, no exceptions.

**Questions concerning this request for proposals must be submitted in writing and directed only to:**

Corinne Dyer, Buyer  
[cdyer@fairfieldct.org](mailto:cdyer@fairfieldct.org)

Response will be in the form of an addendum that will be posted approximately 1st June 2017 to the Town of Fairfield website, which is [www.fairfieldct.org](http://www.fairfieldct.org). It is the responsibility of each respondent to retrieve addenda from the website. Any contact about this request for proposal between a Respondent and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Respondent. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

### Submissions

Respondents shall submit one original, four (4) written copies, and one (1) electronic copy of your proposal. Proposals must be received by **02:00 p.m. on 7th June 2017**; send sealed proposals to:

Town of Fairfield  
Purchasing Authority  
725 Old Post Rd  
Fairfield, CT 06824

### TERM / RENEWAL OF CONTRACT

- 1<sup>st</sup> August 2017 – 31<sup>st</sup> December 2022: The Town of Fairfield intends to award an initial contract for the period August 1, 2017 to December 31, 2022, with an option to renew annually for up to five (5) one-year optional renewal terms. On (60) days advance written notice, the Town may renew the 2017 contract per the same terms and conditions, with such renewal periods commencing on 1st of January and expiring on the 31st of December.
- Each renewal term may be extended at the sole and absolute discretion of the Town of Fairfield.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract with two (2) weeks' written notice.

### Enclosures

**Appendix:** Includes all permits and attachments listed in Section IV. Permitting, the Clean Wood (including leaves and grass clippings) Operations and Management Plan, Activity Counts for 2016, as well as, a Site Plan of the facility.

## **I. General Conditions**

- A. **Bid Security: A refundable surety deposit of \$5,000.00 is required to accompany all bids / proposals.** This security shall be in the form of a cashier's check or irrevocable letter of credit. Cashier's Checks will be returned to the unsuccessful bidders once an award has been made.
- B. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- C. Upon Award, all proposal submission documents shall constitute a legal contract including but not limited to the following; Request for Proposals, Addendum, Award Resolution, Town Purchase Order, and Town agreement. The successful bidder shall be required to enter into a substantially similar agreement as attached on page 22 of this RFP. The Town reserves the right to change the terms of the final agreement if it deems that such changes are in the best interest of the Town.
- D. In the instance that a Respondent discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site area.
- E. Performance Bonds: the successful Respondent shall provide an annual performance bond of \$100,000.00 for the duration of the contract, and shall be renewed annually. Failure to provide an annual performance, on an on-going and continuous basis may be grounds for termination of the contract. Additional performance bond requirements are listed in the Terms and Conditions portion of this RFP.
- F. Insurance: The successful Respondent shall furnish evidence of public liability and property damage insurance of not less than \$2,000,000 combined single limits for bodily and/or property damage, and which names the Town as co-insured. Certification of insurance shall be from an acceptable insurance company indicating such coverage, and shall be provided by the Operator selected prior to contract execution and commencement of operation. Additional insurance requirements are listed in the Terms and Conditions portion of this RFP.

## **II. Overview**

The Town of Fairfield ("Town"), Department of Public Works, has successfully operated a leaf and yard waste facility ("facility") as a public/ private partnership for twenty (20) years; the facility is located within the operations complex at 295 Richard White Way. The Town is requesting qualifications and fee proposals (RFP) from qualified Respondents / Operators (used interchangeably, depending on context) to continue working with the Town and if possible, to improve upon that successful model, which is comprised of three major categories of activity:

1. Yard waste and land clearing debris including; leaves, stumps, logs, brush, wood chips, and grass clippings are delivered to the facility by Town public works operations, residents, landscapers and other commercial sources, and are processed and recycled by the Operator into a marketable compost product;
2. The bulk sale of many organic garden materials to residents and landscaping companies; and
3. The processing of the composted product from the Town's wastewater treatment facility.

## **III. Objective**

The purpose of this project is to cost effectively operate, maintain and manage the Town's yard waste facility over the long term, and to create a marketable bio-solids compost. An additional purpose is to provide a facility that will increase the amounts of recycled materials, and will achieve and retain the highest commercially available standards for technology and a beneficial environment.

The objectives of this project are to save the Town money, minimize odor, noise and traffic, and maintain the high-quality and high-performance of the facility. Another primary objective of the Town is to preserve and protect the environment in and around the Facility. The site is within one thousand feet of Long Island Sound on one side and within one thousand feet of residential dwellings on the other three sides.

## **IV. Permitting**

Any site named as a disposal or recycling site for materials generated at the facility shall be a permitted facility. The successful Operator shall submit copies of the permits and written approval to unload the type and amount of materials to be delivered from that facilities' owner / operator.

There are numerous DEEP permits in-place for the site;

1. The original and subsequent approvals of the Plans and Specifications for the construction and operation of the Composting Facility, which approved the 2.5 acre storage site, dated 21 September 1988.
2. "Town of Fairfield Compost Management Plan" dated July 2015, which creates the plan to distribute, store, apply and use the compost material.



3. The Town holds an NPDES permit for the Water Pollution Control Facility, valid from November 2, 2015 through November 1, 2020, which allows the storage of finished biosolids compost for up to six months on the curbed and paved portion of the site. The screening occurs at that site also. In addition to the permit requirements, the Town requires the Operator to utilize odor control as necessary. All surface water is collected in catch basins and piped to a holding tank, which separates solids from the liquids and sends the liquids to the water pollution control facility for treatment. The catch basins must be hay-baled to reduce solids contamination. The Operator shall independently contract for periodic inspection and cleanout of the underground holding tanks for both liquids and solids, with a contractor approved by the Town and on a schedule approved by the Town.
4. A General Permit for the Discharge of Stormwater Associated with Industrial Activity was issued in October 2007. The Town prepared in April 2006 a “Stormwater Pollution Prevention Plan” as part of this permit. The Operator shall abide by all Town and CT DEEP Stormwater regulations. This includes registering for a General Permit for the Discharge of Stormwater Associated with Industrial Activity for 2017. The Operator will also be responsible for monitoring, testing, inspections, daily site operations maintenance, completing annual reports, documents and renewal/registering the general permit, etc. for the contract duration.
5. The Town holds a permit to Construct and Operate a solid waste volume reduction plant for a clean wood processing facility, which expires September 5, 2017, and is in the process of being renewed with the Connecticut Department of Energy and Environmental Protection.

Note: All DEEP permits are and will remain in the Town’s name, with the exception of the General Permit for the Discharge of Stormwater, however, the successful Operator shall follow all the terms and conditions of these permits. For reference these items are listed as an attachment entitled Appendix.

**V. Equipment Owned by the Town**

All land, building, improvements and permanent equipment that are presently in place, and/or new facilities added by the Town or Operator shall remain or become the property of the Town. All existing or new Town facilities shall be made available to the Operator for its use in providing the services under the contract. Should the Operator fund the implementation of any facility improvement at the request and approval of the Town, such facilities shall become the Town’s after the completion of a repayment schedule approved by the Town.

The Operator shall maintain all land, buildings, improvements (including subsurface drainage), vehicles and permanent equipment that are within the scope of the agreement, whether owned by the Town or the Operator. Equipment and vehicle maintenance shall be performed by the Operator in accordance with manufacturer’s recommendations or good industry practices, and the Operator will be required to provide proof thereof to the satisfaction of the Town. The Operator shall submit a maintenance schedule for approval by the Town.

Should the Operator purchase any rolling stock and transportable equipment not currently in use, the Operator shall be responsible for payment thereof, and the Town shall be informed of and agree to any such purchase in advance. Upon termination date of the contract, the Town may purchase such improvement, at its sole option, for fair market value, according to an agreed-upon depreciation schedule.

**VI. Town of Fairfield’s Needs**

The Town provides the site and the scale on an as-is, where-is basis, and the Operator will be responsible for any repairs or replacement of the scale, the scalehouse, and/or any other equipment on site. In exchange for use of the equipment and facility, the Operator shall provide all the woodchips for amendment to the sewage sludge for composting, shall load that amendment to Town trucks and shall sell the finished compost.

From 10,000 to 15,000 tons of yard waste are delivered by residents and commercial landscapers / other commercial sources to the facility each year; the Operator shall be able to accept the products for processing and sale, and/or shall transport all materials off site.

Residential green waste and green waste from Town vehicles (“non-commercial waste”) is accepted at no charge to the Town or to residents, while a fee is charged for waste from commercial sources (“commercial waste”); therefore, the Operator shall differentiate between residential and commercial customers and develop a plan to handle each.

The Town shall pay the Operator a set annual fee, due in monthly installments. That monthly fee would be compensation to for the hauling and disposal of Town-generated materials from commercial waste sources, as described in this document.

The Town will not seek to control tipping fees, sales fees, etc., however, tipping fees must be demonstrated to be no higher or lower than the upper quartile of similar fees within a 25-mile radius and must be approved by the Director of Public Works.

At the minimum, the proposals shall include any and all expenditures required to insure that the facility, now and in the future, meets all code requirements, performs at acceptable industry standards.

## **VII. Fire Protection Procedures and Requirements**

The successful Respondent shall model best practices for fire prevention in soil and mulch pile management processes.

The successful Contractor shall adhere to the following requirement;

1. Pile height shall not exceed 20 feet. A ten (10) foot access around the perimeter of each pile shall be maintained.
2. All piles shall be tracked for size, temperature, and age.
3. All piles regardless of content shall be monitored for temperature. Internal pile temperatures shall be recorded twice per week.
4. Contractors shall report in writing, twice per week, details of each pile with age, size, and content and temperature data to the Director of Public Works and Fire Department officials.
5. Any pile with an internal temperature exceeding 140 degrees Fahrenheit shall be probed daily.
6. Any pile with an internal temperature exceeding 150 degrees Fahrenheit shall be deconstructed.
7. All machinery shall be maintained to prevent sparks or overheating to prevent fire in the materials being processed or stored.
8. Piles shall not be permitted to age for more than 30 days without processing or turning. The moisture content is maintained between 40 and 60% throughout the pile.
9. The site shall be designated a no smoking area.
10. The Contractor shall provide a 24 hour response plan which shall contain, among other provisions, fire control and extinguishment operations around the clock until a potential fire is completely extinguished and the emergency declared closed in writing to the Fire Chief or designee. The Contractor shall report updates on fire conditions every 12 hours with resources dedicated to the extinguishment and projections for full extinguishment.
11. The Contractor shall provide a full written report to the Fire Department Chief on any/all fire emergencies occurring at the site including cause, contributing factors, control efforts and recommendations to prevent reoccurrence.

All proposals shall include fire prevention and fire control plans as detailed in section XII "Submission Information Required". These plans shall be included with the proposal submission materials.

## **VIII. Other Controls**

Odor: All proposals shall address odor control and describe their proposed efforts to minimize odor from each aspect of the operations: storage, grinding, screening, and transporting the yard waste materials, the amendment and the composted biosolids. The Operator must be willing to accept all authorized yard waste materials delivered by residents, commercial vehicles and by Town public works operations; must weigh all waste (except that from residential sources), process it and sell / otherwise dispose of the end products.

There may be no permanent storage of materials on site.

All odor-producing materials (e.g. grass and leaves) shall be transported off of the site within seven (7) days of delivery.

Dust: Minimize dust and monitor wind conditions, with a wind sock and weather monitoring station, to prevent blowing into adjacent buildings and properties. If dust becomes a nuisance to surrounding properties, the Town can order screening be halted or moved to another section of the property.

The Contractor may be required to wet excessively dusty areas to minimize airborne particles.

All composted material brought to the site from the Fairfield WPCF, must be piled according to the month received, labeled with some type of signage and kept separated until all analytical testing has have passed, until written permission is received from the Fairfield WPCF.

For reference the Clean Wood (including leaves and grass clippings) Operations and Management Plan is listed within the attachment entitled Appendix.

Hours of Operation: The hours of Operation shall be;

<b>Date Range</b>	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>
November 1 - December 15	7:00 am to 4:00 pm	7:00 am to 4:00 pm	9:00 am to 3:00 pm
December 16 - February 28	8:00 am to 3:00 pm	Closed	Closed
January - 1st, 2nd, & 3rd Saturdays of the month	NA	8:00 am to Noon (Christmas tree disposal)	NA
March 1 - October 31	7:00 am to 4:00 pm	7:00 am to 12:00 pm	Closed

During a Town declared emergency event or significant storm, the Contractor shall keep the facility operational for extended hours. There will be no additional compensation for these hours.

**IX. Capacity Limits**

The facility, in accordance with the operating permit, shall process up to 125 tons per day.

The daily storage capacity shall not exceed the following;

Mixed Yard Waste - 7,900 cubic yards in containers and/or piles

Unprocessed Clean Wood - 7,100 cubic yards in piles (brush, logs, branches, stumps)

Processed Clean Wood (chips) - 4,200 cubic yards in piles

Storage Capacity shall not exceed 19,200 cubic yards.

The physical area of the site will dictate the overall amounts. The storage capacity cannot exceed the footprint of the facility.

Additional information is listed in the Appendix in the “Permit to Construct and Operate”.

**X. On-site Materials, Operations and Production**

- Acceptable Material is as listed; Yard waste and land clearing debris including; leaves, stumps, logs, brush, wood chips, and grass clippings.
- Fencing, pallets, dimensional lumber, and like materials will not be accepted at the facility for residents or commercial contractors.
- All haulers, both residential and commercial, will require a Town of Fairfield solid waste permit to enter the facility.
- Temporary Town issued permits will be sold on-site by the Contractor.
- The Respondent shall provide weekly weigh tickets and any other applicable data collected to the Department of Public Works.
- Free disposal of Christmas trees.
- The Respondent will be responsible for accepting, weighing, processing, and disposing of all acceptable materials delivered to the Facility. All Town-owned and commercial vehicles shall be weighed; residential vehicles shall be counted. All vehicles that are dropping off yard waste of any kind must have a Town solid waste permit; the Operator shall not accept any yard waste except under a Town solid waste permit.
- No demolition waste may be accepted at the facility.
- The Respondent will have the option of selling bulk organics at the site, including wood and other mulches, wood chips, topsoil and other materials. This excludes that sale of bio-solids compost, which is reserved by the Town.
- Providing and loading wood chips as amendment to the WPCF Operations.

- Partially finished biosolid compost materials will be delivered to the yard waste site by the WPCF staff. The Contractor will be responsible for segregating the biosolids into piles according to the date delivered, and providing adequate signage stating delivery date. Piles shall be turned weekly or until maturity is attained.
- The Contractor will be responsible for processing, screening, and storage of the final compost product in preparation for sales.

The Respondent will be allowed to perform the following within the confines of the Town's yard waste facility site:

- Grind and screen material
- Offer to the public wholesale products such as mulch and other yard materials
- The Contractor shall be allowed to import materials to be sold on-site, as long as this does not exceed the site capacity or permitted totals. Receive an annual fee, payable monthly, for operations.

Calculation of Charges / Tip Fees:

- Town (municipal) vehicles shall be accepted at no charge,
- Commercial vehicles performing contract work for the Town shall be accepted at no charge,
- Operator must provide the Town with a proposed cost per ton and the suggested escalation of the proposed per ton rate over the five years of the contract,
- Residential automobiles (with Town-issued permits) shall be allowed to unload all acceptable materials at no charge for up to 500 pounds,
- Other residential vehicles with stickers, .i.e., small pick-up trucks and autos pulling carts or trailers will be weighed at operator's discretion; any vehicle weighing over 500 pounds will be charged commercial rates from pound one,
- Operator is expected to fully recover the costs associated with the acceptance of the residential waste through the waste fees generated from commercial vehicles and/or the sale of products on the site,
- Prior to becoming effective, all change requests shall be submitted in writing 45 days in advance, and must be approved in writing by the Director of Public Works,
- Residential and commercial vehicles must have a Town of Fairfield solid waste permit to use the Facility. Temporary permits (5 day pass) can be issued onsite.

Provision of materials at no charge to Town:

- All the wood chips the Town's WPCF requires for amendment to the sewer sludge to make compost, processed to the following specifications shall;
  - Be less than one inch (1") in size
  - Have a moisture content of 40% on average, and less than 45% at minimum
  - Be clean wood, free of paint, stain, preservatives and other chemical contamination
  - Cannot be from demolition materials
  - Be free of sand and grit
  - Meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used. Moreover, at least five (5) days of amendment must be segregated and stored on-site at all times, and should be covered to maintain upper limits of moisture control.
- 10,000 cubic yards of wood chips once during the life of the contract for the WPCF biofilter, meeting the following specifications;
  - The media shall be wood chips (wood grindings) screened to remove fines and dirt
  - The wood chips (grindings) shall be from stumps and logs and shall be a mixture of hard and soft species. No construction wood or pallets shall be included and grindings shall be free of plastic, metal, or any other debris. Grindings shall avoid brush, twigs, and leaves or wood with visible signs of decay (e.g. soft and fibrous).

- Wood grindings shall be screened with a ½ inch screen to remove soil and fine particles. Most pieces should be between 1 inch to 2 inches particle size. No more than 5% by volume shall have a particle size of more than 6 inches in length. Wood grindings (screened) should be handpicked to remove oversized pieces, stones, and trash. Hand picking may also be performed at the time media is placed.
- Biofilter media will be placed when components are wet or moistened; however media as delivered to site may require moisture adjustment. As the media is placed, moisture should be added to insure that the media is consistently moist. Surfaces of wood should show visible moisture. Moisture content, measured by oven drying samples should be 50 to 75%. Moisture content of media is of critical importance.
- Material will be supplied as specified by Agresource in regards to size, type and ratio of recommended wood.
- Residential vehicles must be allowed to take at no cost up to three (3) cubic feet of wood mulch each time they visit the Facility. During a Town declared emergency event or significant storm, the Contractor shall keep the facility operational for extended hours. There will be no additional compensation for these hours.

**XI. Operational Records and Reports and Access to such Records and Reports**

The Respondent shall establish a system for measuring, recording, and reporting site activities.

- a. Records: Daily records shall be maintained in compliance with the State of Connecticut Department of Energy and Environmental Protection requirements and be made available to Town department staff for inspection at any reasonable time. Such records shall be maintained at the Facility for the life of the General Permit. Records of the following, at a minimum, shall be kept:
  - i. Types, capacities, and quantities of all Containers of Clean wood, leaves and grass clippings, received and transferred from the Facility, and unauthorized Recyclables and other Solid Wastes or unprocessable Clean Wood that have been received and/or rejected.
  - ii. Dates of receipt of all Clean wood, leaves, and grass clippings, and origin of all Clean wood, including leaves and grass clippings, received at the Facility including hauler name;
  - iii. Destination to which all Processed Clean wood, leaves and grass clippings, including, unacceptable Recyclables and other Solid wastes or unprocessable Clean wood leaves and grass clippings, transferred from the Facility were delivered for Disposal or Recycling, including quantities delivered to each destination facility.
  - iv. All inspection logs, including emergency and spill reports, which shall include at a minimum the name of inspector, date of inspection, observations made and any remedial actions taken and their date;
  - v. Log of scheduled and unscheduled shutdowns;
  - vi. Operators’ training records for Facility staff and Department certifications; and
  - vii. Facility and equipment maintenance schedule, including activities undertaken to control dust, litter, vectors, etc.

Additional information can be accessed in the Clean Wood Operations and Management Plan, Section 10 attached in the Appendix.

All operational working records and reports must be retained, at the Respondent’s expense, for a minimum of five (5) years beyond the expiration of the contract, unless the Respondent is notified in writing by the Town of Fairfield of the need to extend the retention period. The Respondent shall be required to make such operational working records and reports available, upon request to the following parties or their designee:

- The Town of Fairfield
- The State of Connecticut

**XII. Administrative Charges**

It shall be the duty of respondent to perform these services outlined in this RFP in such a manner as to implement practices, policies and procedures designed to achieve the objectives set forth herein. In the event that the respondent fails to perform the services as set forth herein, the Town may assess administrative charge against the respondent and may deduct such charge from any monies due or which may become due to the respondent in the following amounts:

<b>Smoldering, smoke, or fire emanating from mulch pile</b>	<b>\$ 5,000.00 per occurrence</b>
<b>Accepting improper material on site</b>	<b>\$ 5,000.00 per occurrence</b>
<b>Failure to cease operations causing windblown dust off property</b>	<b>\$1,000.00 per occurrence</b>

The Director of Public Works or his designee may assess administrative charges pursuant to this section. If administrative charges are applicable, the Town Representative shall issue a written notice to the respondent (“Notice of Assessment”) of the administrative charges assessed and the basis for each assessment.

“An occurrence” shall be defined by any (1) instance in which the Contractor either intentionally or negligently fails to comply with this contract. It is at the Town’s sole and absolute discretion to terminate this Contract if such occurrences deem it necessary.

The administrative charges assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, the respondent provides a written request for a meeting with the Director of Public Works (“Director”) to present evidence that the assessment should not be made.

The Town Representative shall schedule a meeting between the respondent, the Director or the Director’s designee as soon as reasonably possible after timely receipt of the respondent’s request.

The Director or the Director’s designee shall review the respondent’s evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to the respondent.

In the event the respondent does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Town Representative’s determination shall be final and the Town may deduct the administrative charges from amounts otherwise due to the respondent.

The Town’s assessment or collection of administrative charges shall not prevent the Town from exercising any other right or remedy, including the right to terminate the agreement, for the respondent’s failure to perform the work and services in the manner set forth herein.

### **XIII. Submission Information Required**

Companies replying to this RFP must be able to demonstrate their familiarity with relevant to the leaf and yard waste facility and its operations. This section of the RFP establishes certain standards of experience and financial capabilities that the Town shall utilize to ascertain whether or not a Respondent is deemed qualified. Proposals that do not meet the Town’s prescribed standards will be considered to be non-responsive by the Town. The Town, at its sole discretion, will decide if a Respondent meets the prescribed standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondent must have been in business for a minimum of five (5) consecutive years of operation.
- B. Provide the business history of the primary Respondent. Include any person/company/affiliate or entity under common control , any changes in the Respondent’s status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent’s corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person, elected or appointed, including members of the Representative Town Meeting (RTM), who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any prior or pending litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the status and/or outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to their successful completion. If so, name the owner and describe the circumstances.
- F. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- G. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least two (2) municipal projects that Respondent has designed, if applicable.

- H. Provide a Statement of Qualifications: This is a brief discussion of the Respondent's experience in operating projects of similar scope, type and size (maximum 10 pages, single-sided), including but not limited to the following elements;
- Describe experience operating a yard waste and composting facility for a municipality in Connecticut or elsewhere. Describe the term of the contract and the annual amount of and type of materials handled, as well as, experience handling high volume traffic in regards to in-take and on-site activity.
  - Describe Bidder's experience with odor control. Provide documentation on expertise in the design and operation of an existing operating facilities to minimize odors.
  - Describe experience with the receipt and handling of a variety of waste materials, including leaves, grass, stumps, brush, yard wastes, and other clean wood wastes.
  - Describe experience and ability to handle biosolid compost.
  - Describe experience with hauling yard waste material to remote sites for processing and/or sale. Include a list of equipment required and available for hauling. Name any subcontractors you intend to use (the Town reserves the right to approve any subcontractors.)
  - Describe your access to licensed facility capacity to dispose with the ability to accept grass, wood waste and leaves for the duration of the contract.
  - Describe your ability to provide on-going technical services and process support during operation.
  - Provide documentation of your ability to comply with pertinent State laws, Federal laws, regulations, or other requirements for yard waste operations and bio-solids compost distribution. Provide two (2) examples of Operator's permit issued for compost distribution in a northeastern / New England region state.
  - Provide documentation validating that at least one (1) employee proposed for this facility holds an active State of Connecticut Public Weigher license through the Department of Consumer Protection

**Note:** The Town will evaluate the proposed equipment for its ability to process the yard waste quantities in a timely manner in order to meet permit requirements and to minimize odor and dust – both on-site and off-site.

- I. Provide an Operating Plan (maximum 15 pages, single-sided): The respondent shall be required to comply with their proposed operating plan. The proposed operating plan should address
- a list of specific individuals assigned to the management team and the technical support envisioned during the transition and throughout the operation of the contract, include the resumes of those individuals,
  - a detailed staffing plan, indicating the type of position and the number of employees the Operator believes it will be necessary to provide the services requested,
  - an equipment list for all equipment that will be used onsite
  - the proposed transition process plan and schedule,;
  - The proposed operating plan for the facility and an overview of your other responsibilities for providing maintenance and management services on the site.
  - The plan should designate specific areas for each phase of the operations. Residential unloading areas must be physically separated from commercial unloading areas. Describe any proposed safety precautions.
  - Description of any proposed on-site processing of materials. Note that all leaves and grass must be hauled off-site to a licensed recycling facility within seven (7) calendar days of delivery to the Town's facility. No on-site composting will be allowed. However, leaves may be ground on-site for easier off-site transportation. The process for loading, transporting and recycling of all leaves and grass; indicate the final disposition of the balance of delivered materials.
  - The sale of bulk organics at the site, including wood and other mulches, wood chips, topsoil and other materials.
  - The process for providing and loading wood chips as amendment to the WPCF sanitary sewage sludge.
  - Processing of final compost product in preparation for sales.
  - Fire Prevention: Proposals shall fully describe their proposed plan to minimize fire threat from each and every aspect of the operation: storage, grinding, screening, and transporting the yard waste materials, the amendment and the composted biosolids.

- The proposal must provide a detailed fire prevention plan demonstrating the Respondent’s ability to monitor and address the factors contributing to the fire threat in piles including but not limited to: composition, moisture content, pile temperature, height, age, control of open flames and smoking materials and equipment maintenance.
- Proposals must include a fire prevention plan for operations specifically during high fire danger warning periods.
- Proposals shall include Respondent proposed plans to communicate with Town officials from the Public Works and the Fire Departments ongoing monitoring activities cited above.
- Proposals shall include an emergency communications plan to include incident reporting and update on conditions at the site when emergencies occur.
- Fire Control: Proposals shall include an emergency fire response plan for active flaming or smoldering fires at the facility
  - Proposed terms and conditions of the contract.

**Note:** The Operator shall have no right to use the yard waste facility as a temporary transfer station, or to process waste from sources other than those described herein. Failure to comply with this provision shall be grounds for the termination of the contract.

J. Business Considerations: The proposed business plan should discuss;

- A description of any suggested improvements in the operations and maintenance of the facility,
- Provide a detailed list of existing rolling stock, which is to include (at a minimum) the year, make and model; size or capacity,
- The availability of back-up equipment.
- The Respondent shall identify any and all proposed terms and conditions associated with the services included in the Statement of Qualifications. After selection of the highest scoring Respondent, the Town and the Respondent will clarify the scope of work and begin negotiation of the final contract.

K. The Primary Respondent must demonstrate its capability to successfully provide varied yard waste and related services:

L. Equipment: Discuss the availability of equipment required to operate the yard waste facility, including size and numbers of grinders, payloaders, grappling equipment, bull dozers, etc.

- Discuss access to spare equipment in order to minimize downtime.
- Discuss the inventory of spare parts and the availability of an on-site service truck.
- Discuss your equipment predictive and preventive maintenance programs.
- Discuss your financial ability to replace failed equipment, including the Town’s, if necessary.

M. Price/ Revenue Proposal- **Provide a price/revenue proposal in a separate sealed envelope.** This shall be delivered along with the operating proposal.

The price / revenue proposal is suggested to contain at least the following topics:

- The list of services to be provided and products to be sold,
- Annual fee payment by the Town,
- Commercial tip fees (and escalation) for each category of yard waste,

**XIV. Selection Process**

The evaluation of qualifications and price proposals will be conducted by an evaluation panel (“panel”) created for this purpose. The panel will consist of Town officials and employees including representatives from Public Works and Finance Departments. The panel will make its decision based on information gathered during the proposal review process and/or evaluation criteria outlined within this section.

- Panel members will individually evaluate each Statement of Qualifications on a points system, a sample matrix is attached on pages 21 of this RFP.



- The Panel will meet to discuss the Statements of Qualifications. Consensus will be reached with the panel agreeing to overall evaluations.
- Respondents may be further evaluated based on an oral interview with the panel. The purpose of this oral interview is to clarify qualifications and allow the panel to verify its evaluation. Additional services or significant changes to the submittals will not be considered.
- Respondents will be notified of the scoring after recommendation for an award has been made by the Purchasing Authority.
- Once the Town has selected the highest scoring Respondent, the Town reserves the right to immediately begin negotiations for a contract.
- Should the negotiations fail to result in an executed contract by 1 July 2017, the Town may elect to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent or cancel the process and make no award.

In addition to the data and documentation submitted in response to this process, the Town reserves the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Town chooses to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Town personnel shall be borne by the Town.

It is understood that the statement of qualifications, price & service proposals, and the guarantees and experience demonstrated therein shall be the general basis for selection of an Operator to provide the required services. The Town expects to select the highest scoring candidate based on a structured point scoring evaluation of 1) the statement of qualifications and 2) the price and service proposal. In evaluating the statement of qualifications, the selection panel shall consider the Respondent’s understanding of needs, and the experience and qualifications of its management team. Once the Town has selected the highest scoring Bidder, the Town will immediately begin negotiations for a contract. Should the negotiations fail to result in an executed contract by 1 July 2017, the Town may elect to terminate negotiations with the first-ranked Bidder and begin negotiations with the second-ranked Respondent or cancel the process and make no award.

**XV. Negotiations with Respondents**

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any Respondent as determined by the sole and absolute discretion of the Town, for any costs associated with responding to the Request for Proposals, and the Respondent’s participation in any interviews, or any costs associated with negotiations.

**XVI. Proposed Schedule**

In summary, the schedule is as follows:

- Pre-proposal meeting and walk-through 10:00 a.m. on 23 May 2017
- Last date for requests for information / examination of documents 11:00 a.m. on 30 May 2017
- Addendum posted to website (approximately) 4:00 p.m. on 1 June 2017
- Proposal Submissions due 2:00 p.m. on 7 June 2017
- Candidate interviews begin 10:00 a.m. on 14 June 2017
- Award recommendation issued 23 June 2017
- Contract negotiations concluded 1 July 2017
- Begin operations 1 August 2017

# PROPOSAL

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, \_\_\_\_\_ have received the following contract documents,

1. BID Document #2017-78,
2. Posted addenda numbered \_\_\_\_\_ thru \_\_\_\_\_, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my proposal. I shall supply all labor, equipment, tools and related materials required for the operation of the Town of Fairfield Yard Waste Facility as required by the bid documents.

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Town has the right to add or remove items and/or quantities from this RFP. Unbalanced proposal submissions will not be accepted. The Town of Fairfield reserves the right to award the project:

- a) To more than one Respondent, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single Respondent, at the sole and absolute discretion of the Town, who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

## CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security.**

The Respondent hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

\_\_\_\_\_  
Name and Title of Authorized Representative (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REFERENCES**

Provide reference details of most recent similar scope projects performed.

**REFERENCE #1:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #2:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #3:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #4:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #5:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #2:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ Email \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.**

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR RESPONDENTS  
TERMS AND CONDITIONS**

**PROPOSAL SUBMISSIONS**

Proposal submissions are to be submitted in **two (2)** separate **sealed envelopes** (one sealed envelope containing the qualifications, and one sealed envelope containing the fee proposal) and clearly marked on the outside **“RFP #2017-78”** including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Proposal submissions are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. Late submissions shall not be accepted

**RIGHT TO ACCEPT / REJECT**

**AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSAL SUBMISSION, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.**

**QUESTIONS**

Questions concerning conditions, request for proposal requirements **should be directed in writing** to:

**Corinne M. Dyer, Buyer: CDyer@fairfieldct.org**

Inquiries must reference date of the request for proposal opening, requisition or contract number, and must be received **no later than as indicated in the request for proposal documents** prior to date of request for proposal opening. Failure to comply with these conditions will result in the respondent waiving the right to dispute the request for proposal requirements and conditions.

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of (120) days. Prices shall include all applicable duties. Respondents shall be required to deliver awarded items at prices quoted in their original proposal submission.

**F.O.B. DESTINATION**

Prices quoted shall be Net – Delivered to destination. Proposal submissions quoting other than F.O.B. Destination may be rejected.

**BID SECURITY**

The **BID SECURITY** furnished must be duly executed by the bidder as principal. It must be in the amount of \$5,000.00, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond.

**This bid security shall be in the form of a cashier’s check or irrevocable letter of credit. Cashier’s checks will be returned to the unsuccessful bidders once an award has been made.**

**NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.**

**PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

**PAYMENT PERIOD**

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**THE RESPONDENT**

The Respondent for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Respondent has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Purchasing Authority. Consent may be withheld at the Town's sole discretion.

**AWARD OF BIDS**

Contracts and purchases will be made or entered into with the highest ranked qualified respondent meeting the Town requirements, except as otherwise specified in the request for proposal document. If more than one item is specified in the request for proposal document, the Town of Fairfield reserves the right to determine the highest ranked qualified respondent on an individual basis or on the basis of all items included in the request for proposal document, unless otherwise expressed by the Town.

**DEFAULT**

Should one or more of the following occur, the Town at its sole option, may declare the Respondent in default and take such action as the Town deems in its best interests, including, but not limited to, terminating the contract and seeking money damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield
- b. Failure to provide insurance or keep such insurance in effect as required by this contract.
- c. Failure to provide a performance bond or keep such performance bond in effect as required by this contract.
- d. Failure to timely perform any term or provision of this contract.
- e. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- f. Failure to perform the work required herein in a safe or competent manner.

The Town shall notify the Contractor if deemed in default, and the Contractor shall immediately cease any and all performances unless otherwise requested by the Town. The Town may allow the Respondent to cure the default, however reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the Town, such satisfaction shall not be unreasonably withheld.

All remedies available to the Town are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The Town, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the cost of which, including but not limited to, cost for rebidding, cost of substitute performance, cost of litigation, actual attorney fees together with other cost necessarily incurred to correct a default or defect in performance, shall be paid by the Respondent promptly upon request of the Town.

**PERFORMANCE AND LABOR AND MATERIAL BOND**

The successful Respondent, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to \$100,000.00. This bond shall be held for the duration of the contract and shall be renewed annually.

Work shall commence only after the Respondent provides evidence of insurance and a performance bonds. The Town of Fairfield will withhold payment from the Contractor until renewed and valid insurance and performance bonds has been received annually by the Town per the Contract

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

**PURCHASING AUTHORITY**

**TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BOND REQUIREMENT – NON-RESIDENT RESPONDENTS**

1. Prior to commencing work, Non-resident Respondents are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

**GUARANTEE**

All work shall be performed in a good and appropriate manner.

**CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Proposal submissions on other equivalent makes, or with reference to other catalogue items will be considered. The Respondent is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**OSHA**

The Respondent will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful Respondent shall agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR RESPONDENTS  
TERMS AND CONDITIONS OF BID**

**LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding proposals. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

**INSURANCE**

Prior to commencing any work under this Contract, all insurance required by this section shall be obtained and provided to the Town. Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, declaration page, and any endorsements listing the Town as a policy holder/additionally insured, shall be received and approved by the Town. No payment shall be made until all necessary insurance information is in the Town's possession.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Town at least thirty (30) days prior to the expiration of the policy. All insurance issuers chosen by the Respondent shall be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Respondent's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for 5 years.

**Worker's Compensation Insurance:** The Respondent shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

**Automobile Insurance:** The Respondent shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Respondent arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a hired and "non-Ownership" provision covering the operation of motor vehicles not owned by the Respondent, but used in the performance of the work.

**Commercial General Liability:**

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Respondent and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

**Umbrella Policy:** An umbrella policy in the amount of \$5,000,000, with respect to all operations the Respondent performs, is required.

**Pollution Liability Insurance:** A policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy shall be given to the Town for review and determination of acceptability before an award will be made.

**Waiver of Subrogation:** Waiver of subrogation is required on all policies.

**Additional Insureds:** The following entities shall be named as additional insureds on the Respondent's and Subcontractors' Commercial General Liability, Automobile Liability, Pollution Liability, and Umbrella:

Town of Fairfield, its officers, employees and agents

**Subcontractor's Insurance:**

Primary and Non-Contributory: In place on General Liability, Automobile, and Umbrella

Each Subcontractor engaged by the Respondent to perform any work under the Contract shall obtain all insurance required of the Respondent in the same amounts and subject to the same provisions specified above for the Respondent, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Respondent and the Town and approved by the Town, before commencing any work.



**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**HOLD HARMLESS**

Respondent shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

**SCOPE OF WORK/SITE INSPECTIONS**

The respondent declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the respondent further declares that the site has been inspected as called for in the specifications (q.v.).

**EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the requirements or of the Request for Proposals will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All proposal submissions rendered shall be considered meeting the attached requirements unless exceptions are noted on a separate page dated and signed by the respondent.

**UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and requirements will be complied with and will be considered as part of the Proposal Submission.

**TAX EXEMPT**

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

State-0531-806-000

Federal – 06-600-1998

## EVALUATION MATRIX

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1. Company <ul style="list-style-type: none"> <li>• General company capabilities</li> <li>• Financial capability</li> <li>• Time in business</li> <li>• Commitment to operations and maintenance business</li> <li>• Management experience and depth</li> <li>• Operations and specialist support services</li> </ul>	20	_____
2. Company experience <ul style="list-style-type: none"> <li>• Number and size of projects</li> <li>• Number of employees directly involved in projects</li> <li>• Years of operating experience</li> <li>• Dollar value of contracts</li> <li>• Track record: contract renewal, references, etc.</li> <li>• Awards, safety record, compliance infractions, etc.</li> </ul>	20	_____
3. Operating plan <ul style="list-style-type: none"> <li>• Technical understanding</li> <li>• Transition plan</li> <li>• Operating, maintenance and management approach</li> <li>• Creativity:                             <ul style="list-style-type: none"> <li>• Innovation</li> <li>• Operating/maintenance changes</li> </ul> </li> <li>• Clarity of presentation of service to be provided</li> <li>• Equipment list</li> </ul>	30	_____
4. Personnel assigned to this project <ul style="list-style-type: none"> <li>• Home office management role and involvement throughout contract period</li> <li>• Staffing plan</li> <li>• Organization chart, reporting, etc.</li> <li>• Staff qualifications and experience</li> <li>• Management</li> </ul>	10	_____
5. Cost to Town <ul style="list-style-type: none"> <li>• Overall price per ton for Town waste</li> <li>• Completeness of services provided</li> <li>• Any exceptions</li> <li>• Method of escalation</li> </ul>	20	_____
<b>TOTAL</b>	<b>100</b>	_____

## Sample Agreement

AGREEMENT by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, authorized to do business pursuant to the laws of the State of Connecticut, and doing business as “\_\_\_\_\_,” hereinafter referred to as the “Company” and the Town of Fairfield, a municipal corporation duly organized and existing pursuant to the laws of the State of Connecticut, hereinafter referred to as the “Town.”

### RECITALS

WHEREAS, the Company has experience in the operation and maintenance of yard waste collection, transfer and processing facilities, the control of odor generated by such facilities and the provision of contract operating services for such facilities; and

WHEREAS, the Company has experience in the marketing of yard waste compost, biosolids compost and other bulk horticultural products; and

WHEREAS, the Town owns and operates an in-vessel agitated bin compost facility, including all associated equipment, and the belt filter press dewatering equipment, hereinafter referred to as the “Compost Facility,” located at the Fairfield Water Pollution Control Facility, hereinafter referred to as the “WPCF” at 330 Richard White Way (formerly One Rod Highway) within the corporate limits of the Town; and

WHEREAS, the Town owns an approximately six acre site on Richard White Way (formerly One Rod Highway), hereinafter referred to as the “Facility Site,” utilized as a yard waste facility for collection and processing of organic yard waste and the sale of bulk horticultural products, hereinafter referred to as the “Facility”; and

WHEREAS, the Town and the Company desire to enter into an Agreement wherein the Company will operate, maintain and manage the Facility, market bulk horticultural and biosolid products, and provide compost facility support services for the Town under the terms and conditions contained herein.

FOR AND IN CONSIDERATION of the foregoing and inconsideration of the mutual covenants contained herein, the parties agree as hereinafter set forth.

## Definitions

The following terms shall have the following meanings when used herein:

“Agreement” means this agreement \_\_\_ pages in length and Appendices \_\_ through \_\_\_.

“Amendment or Bulking Agent” means the amendment of ground leaves, certain sawdust or wood chips if such wood chips are: (1) less than one inch in size; (2) have a moisture content of 40% on average, and less than 45% at maximum; (3) be clean wood, free of paint, stain, preservatives, or other chemical contamination; (4) free of demolition material; (5) free of sand and grit; and (6) meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used.

“Biosolids” means sewage sludge, the material which is primarily organic solid residue of the pre-treated industrial, residential, and commercial wastewater purification process at the WPCF.

“Compost” means the “composted biosolids” produced by the Town in the compost facility at the WPCF and delivered by the Town to the Facility for curing, storage, processing and disposal by the Company.

“Compost Sales Fee” shall be as defined in Section 4.B (1) below.

“Commercial Vehicles” shall mean all vehicles, other than non-commercial vehicles or Town vehicles (both defined below), with valid Town beach / dump stickers attached to the windshield.

“Contract” means this Agreement.

“Calendar Year” means any twelve (12) month period within and during the term of this Agreement commencing on January 1 and ending on December 31.

“Cost(s)” means expenses incurred in the provision of materials, supplies, and/or services as described herein.

“Effective Date” means August 1, 2017.

“Non-Commercial Vehicles” means any passenger vehicle, pick-up truck, or passenger vehicle with a trailer, hauling yard waste from a personal residence, with one of the following Town beach / dump stickers attached to the windshield: (1) (Parks & Recreation Permit for (a) “Beaches-marinas-town dump-A”, (b) “Lake Mohegan Beach Pass” or (c) “For official use only card and (2) Solid Waste and Recycling for (a) “OTP”, (b) “CRV”, (c) “PRV” or (d) a Five Day Pass” receipt.

“Preventive Maintenance” means the routine and/or repetitive activities required by the equipment or facility manufacturer, Company or Town to reasonably maximize the service life of the equipment, vehicles, and components of the Facility.

“Processing Fee” shall be as defined in Section 4 A (1), (2), and (3).

“Public Works” means the Public Works Department of the Town of Fairfield.

“Resident” means any individual who resides in a residential property in the Town, in his capacity as owner or legal occupier of such residence, and does not include an individual acting as a landscaper or engaged in a commercial business, irrespective of whether said individual charges fees for the collection and disposal of yard waste.

“Subcontractor” means any person, partnership, corporation or other entity contracting directly with the Company to perform any of the contractual obligations of the Company contained in Section 2.

“Term” means the term of this Agreement as defined in Section 13.C.

“Town Vehicle” means any vehicle with a Town of Fairfield municipal license plate or any commercial vehicle operated under contract to the Town and identified to the Company as such.

“Unforeseen Circumstance” means any of the following events or conditions having an effect on the performance of the terms set out in this Agreement, or on the operation of the Facility or any part thereof, including, but not limited to the following:

- (1) A change in law including:
  - (a) The adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the effective date of any Federal, State or local law, regulation, rule, requirement, ruling or ordinance.
  - (b) The order (including an order to perform any clean-up of the facility sites to remedy a condition existing prior to the effective date) and/or judgment of any Federal, State or local court, administrative agency or governmental officer or body, after the effective date, or any permit, license, consent, authorization or approval essential to the performance of this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Company.
- (2) An act of God, landslide, lightning, earthquake, tornado, flood, hurricane, storm, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot, civil disturbance or other casualty loss.
- (3) Strikes including labor disputes, lockouts, work slowdowns or work stoppages, but excluding labor disputes, lockouts, work slowdowns or work stoppages by employees of the Company.
- (4) The loss of inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the facility, for other than the Company’s negligence or non-payment.
- (5) Accidents, epidemics, acts or omissions of government, or delays in transportation of supplies, materials or equipment, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Company.
- (6) Any change in the Town’s curbside leaf collection program that results in curbside collected leaves being designated for drop-off at another facility.

“Yard Waste” or “Yard Waste Material” includes leaves, grass, clean wood waste, other yard trimmings, and such other organic materials as may be mutually agreed upon between the Company and the Town and does not include any other materials.

Other terms not specifically defined hereunder shall have the meanings generally ascribed them in the waste collection and disposition industry.

## **SECTION 2 – Obligations of the Company**

- A. Payments: The Company shall make all payments to the Town provided for in Section 4B and shall pay for all Town services made available to it.
- B. Operations, Maintenance and Management Obligations – In General: Pursuant to the terms of this Agreement, the Company shall provide for the full operation, maintenance and management of the Facility. Specifically, the Company shall:
  - (1) Comply with all applicable federal, state and local laws, permits and regulations, obtaining and keeping in effect all permits or licenses that the Company is required to hold in order to be an operator of the Facility, including, but not limited to the full and continuous compliance with all state and federal regulations regarding compost product characteristics, analyses and reports, intended product users, application restrictions, record keeping and weighing’
  - (2) Provide, at its cost, the licensed and experienced staff necessary to operate the facility;
  - (3) Perform the odor control and handle public relations for the facility;
  - (4) Expend reasonable efforts to minimize noise, odor and traffic at the facility;
  - (5) Comply with the Town’s emergency response plan, as may be specified from time to time by the Town, in writing;
  - (6) Reasonably cooperate with the Town with respect to enforcing existing equipment warranties and guarantees, and maintaining warranties on any new equipment purchased by the Town for use at the facility;
  - (7) Provide representatives to meet at least once per month with the designated representative of the Town to review and discuss facility operations and maintenance activities, plans and priorities for the Town;
  - (8) Provide reasonable access to the facility and across the facility to adjacent Town facilities for the Town’s personnel during normal facility days of operation and facility operating hours, so long as all of the Town’s personnel visiting the facility comply with the Company’s operating and safety procedures;
  - (9) Provide at the time of or before the execution of this Agreement a performance bond, in a form satisfactory to the Town, in the amount of \$100,000.00;
  - (10) Implement, administer and coordinate a facility operator safety program in compliance with all applicable laws, rules and regulations;

- (11) Provide recommendations to the Town, from time to time, regarding the need, if any, to rehabilitate, expand or modify the facility to comply with governmental safety regulations applicable to the Company’s operations hereunder;
- (12) Provide all reasonable and necessary technical information and management assistance for the operation and maintenance of the facility;
- (13) Collect and pay all appropriate sales and use taxes, and remit to the appropriate agency as required by law;
- (14) Employ its own forces to perform its obligations, provided, however, that if necessary, the Company may enter into subcontracts to assist in the performance of its obligations under this Section 2 with a subcontractor approved by the Town, whose approval shall not be unreasonably withheld, and that the Company shall remain responsible to the Town for compliance with all of the obligations of Section 2 A and B;
- (15) Make good faith efforts to work with the Town with respect to Town services defined in Section 3A (10) below;
- (16) Do all things reasonably necessary and proper to comply with the terms of this Agreement.

C. Compost Facility Support Services

- (1) Pursuant to the terms of this Agreement, the Company shall, at no cost to the Town, (i) provide and load into the Town’s mixing vehicles all required amendment to meet the entire needs of the compost facility, (ii) market all the resulting end product itself or by contract with a third party marketer, and (iii) dispose any and all tailings that are a by-product of the end product.
- (2) The Company shall provide advice to the Town when requested about the biosolids compost process, including but not limited to, various types, size and preparation of amendments, screening of end product, and processing of tailings. The Company shall be responsible for the end use of, or disposal of, any and all screenings and tailings from the biosolids compost process.

D. Yard Waste Facility – the Company shall:

- (1) Receive and accept all yard waste, provide suitable areas for unloading materials, and provide for the storing and transporting of the yard waste to a remote, permitted processing or disposal site;
- (2) Provide a suitable scale to (i) weigh-in all materials delivered to the facility by commercial vehicles and permitted non-commercial vehicles with loads in excess of 500 pounds and Town vehicles; and (ii) weigh-out materials transported from the facility. Said scale shall be owned by the Company, which shall be responsible for all repairs and maintenance required therefor, provided that, upon expiration of this Agreement, if requested by the Town, the Company shall sell the scale to the Town, at its then-depreciated cost, based on a 10-year straight-line depreciation schedule;
- (3) Operate the scale referenced in paragraph (2) first above; insure same is calibrated to the accuracy required by the State for public weighing facilities; and generate and maintain appropriate records, including computer-generated files in a format (e.g. ASCII) acceptable to the Town, of all loads weighted on said scales, noting the date weighed, the loaded tare, the empty tare, the load weight, a description of the load, and the identity of the licensed scale operator causing the load to be weighed;
- (4) Operate a bulk sales program for horticultural products;
- (5) Own, maintain and repair all capital equipment used at the facility, including scales, the equipment listed in Appendix B, annexed hereto, and any other equipment acquired by the Company to comply with the terms of this Agreement (also to be noted on Appendix B as amended);
- (6) Accept a mutually agreed-upon amount of yard waste from other than Town residents;
- (7) Operate the facility in accordance with applicable state, federal or local licenses and permits;
- (8) Operate the facility in such a manner that there is no storage of leaves and grass for more than seven (7) days. The Town may limit storage of leaves and grass to less than seven (7) days when reasonably required for odor control;
- (9) Provide and pay ongoing costs of all utilities required to operate the facility;
- (10) Provide sufficient trained and licensed staff to properly operate the facility, which staff will be identifiable as Company employees;
- (11) Maintain the following days and hours of operation (“Facility Operating Hours”):

<b>Date Range</b>	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>
November 1 - December 15	7:00 am to 4:00 pm	7:00 am to 4:00 pm	9:00 am to 3:00 pm
December 16 - February 28	8:00 am to 3:00 pm	Closed	Closed
January - 1st, 2nd, & 3rd Saturdays of the month	NA	8:00 am to Noon (Christmas tree disposal)	NA
March 1 - October 31	7:00 am to 4:00 pm	7:00 am to 12:00 pm	Closed

During a Town declared emergency event or significant storm, the Contractor shall keep the facility operational for extended hours. There will be no additional compensation for these hours

The facility will be closed on state and federal holidays.

- (12) Maintain and replace, if necessary, any equipment located at the facility presently owned or leased by the Town and made available to the Company hereunder, provided that, upon expiration of this contract, if requested by the Town, the Company shall sell the replace equipment to the Town at its then-depreciated cost, using 10-year straight-line depreciation;
  - (13) Accept at no tip fee all yard waste generated within the Town and delivered by the Town in Town vehicles, or delivered by Town residents in non-commercial vehicles, provided the load is less than 500 pounds;
  - (14) Provide the Town up to five thousand (5,000) cubic yards of organic materials that are produced at the facility at no cost and as needed during the five year term of the contract, with transportation of the materials from the facility at the cost of the Town;
  - (15) Provide the Town on a one-time basis up to five thousand (5,000) cubic yards of wood chips and/or wood mulch to rebuild the existing biofilter at the compost facility, if needed, by the Town during the term;
  - (16) Permit non-commercial vehicles to self-load up to three cubic feet (e.g. one standard trash can) of wood mulch and other materials at the discretion of the Company, at no charge; and each non-commercial vehicle will be restricted to one bag or three cubic foot container per visit;
  - (17) Maintain the facility site and all capital improvements thereon, including the drainage system and oil separator, paving and fencing, so as to prevent increased runoff on the adjacent properties;
  - (18) Provide for Town approval a contract with a licensed vendor to pump and otherwise maintain the underground system of holding tanks, oil separators, and a storm and sanitary sewer system; provide a waste oil containment plan approved by the Connecticut Department of Energy and Environmental Protection (“CT DEEP”), and
  - (19) Operate the yard waste facility in such a manner as to minimize the transportation of materials off-site.
- E. Weather Emergency: In the event of a Town weather emergency, officially declared by the First Selectman, the Contractor shall extend the facility operating hours at no additional charge to the Town.

### **SECTION 3 – Obligations of the Town**

- A. General: Pursuant to the terms of this Agreement, the Town shall provide and make available the facility to the Company. Specifically, the Town shall:
- (1) Obtain, maintain and keep in effect all permits and licenses required by the state, federal and local government for the operation of the facility; except that the Town shall have no obligation to obtain permits required for the operation of the Company’s business pursuant to the terms hereof;
  - (2) Prepare any and all documents necessary to comply with all applicable state and federal permits for the facility, with a copy to the Company, and transmit same to the appropriate agencies;
  - (3) Perform all laboratory sampling, testing and analyses required by the existing Connecticut DEEP general permit, a copy of which is attached as Appendix \_\_, and any other permits required to enable the Town to fulfill its obligations under this Agreement;
  - (4) Provide to the Company a plan of the facility site, showing the locations where certain materials are required by permit to be sorted and/or processed;
  - (5) Provide representatives to meet at least once a month with the designated representative of the Company to review and discuss facility operations and maintenance activities, and mutual plans and priorities;
  - (6) Ensure the Company has the use and possession of the facility to the extent necessary to comply with this Agreement;
  - (7) Obtain and provide to the Company all warranties required for the proper operation of the facility;
  - (8) If the Company and the Town agree: Provide certain Town services, namely to perform maintenance services normally and regularly performed at present by the Town as requested by the Company for a mutually agreed upon hourly rate in the first contract year, said rate is subject to renegotiation between the parties on an annual basis;
  - (9) Do all things reasonably necessary and proper to comply with the terms of this Agreement.
- B. Compost Facility and Belt Filter Press – The Town shall:
- (1) Continue operations of the compost facility and belt filter press, and deliver all finished compost product to the facility;
  - (2) Bear the responsibility for the environmental quality of the biosolids produced at the WPCF such that compost supplied by the Town to the Company hereunder has the characteristics set forth in Appendices \_\_ & \_\_ attached hereto; provide to

the Company copies of all tests required under Appendices \_\_\_ & \_\_\_ annexed hereto, or as reasonably requested by the Company and otherwise use its best efforts to comply with the provisions of Appendices \_\_\_ & \_\_\_; and

- (3) Operate the compost facility consistent with industry best management practices.

C. Yard Waste Facility – the Town shall:

- (1) On the first day of the term, provide to the Company the facility site in a clean and orderly condition, or if the Town is unable to deliver the facility site in such condition because there is material not removed by the present operator of the facility, the Town will enter into an Agreement with the Company wherein the Company will process and dispose of all usable material, and remove all unusable material on a basis economical to the Company;
- (2) Grade and prepare the facility site in accordance with all permit requirements
- (3) Repair the asphalt pad;
- (4) Clean out storm water sediment areas once at the beginning of the term, and
- (5) Transport the compost from the compost facility to the facility.

### **SECTION 4 – Payment Provisions**

A. Payment by the Town to the Company shall be as follows:

- (1) The annual fee of \$\_\_\_\_\_ to be paid in twelve equal monthly payments of \$\_\_\_\_\_ each on the 1st day of each month;
- (2) The fee will be adjusted annually beginning 1 January 2019 in accordance with an agreed upon cost of living allowance (COLA) based on CPI-U (Consumer Price Index - Urban) as published on the, Connecticut Department of Labor (CTDOL) website year

- B. The Company is entitled to retain all revenue received from all commercial deliveries to the facility and to all proceeds sales from the yard waste facility.

### **SECTION 5 – Default and Expiration**

A. Default and Expiration:

- (1) Either party hereto may terminate this Agreement for a material breach of the terms hereof by the other party, by a written notice, if the breach has not been remedied within thirty (30) days after receipt of written notice specifying the nature and details of the breach. If the breach is continuing but is curable within a reasonable time (“cure period”) and the breaching party is diligently seeking to cure the breach and is keeping the non-breaching party apprised of its efforts, the breach shall be deemed tolled and the cure period shall extend for up to ninety (90) days after any such breach.
- (2) Notwithstanding paragraph (1) first above, if the breach is a payment default, it must be cured within fifteen (15) calendar days, and if not so cured, the payee-party may terminate the Agreement on thirty (30) days’ written notice.
- (3) Upon expiration of the Agreement, the Company shall assist and cooperate with the Town in transferring the operation of the facility to the Town or to a new contractor.
- (4) Sixty (60) days prior to the expiration of the Agreement, the Town shall inform the Company of its intent to purchase any Company-provided improvements, equipment or materials for sale at such expiration. The Town and the Company shall each use its best efforts to reach an agreement on fair market value prior to the expiration date. If such a determination is not reached by thirty (30) days prior to expiration, the dispute resolution procedures in paragraph C of this Section 5 shall apply.
- (5) Upon expiration of the Agreement, the Company shall remove or cause to be removed:
  - a. All Company-provided improvements, equipment or sales materials, not subject to paragraph (4) first above, no later than one day prior to the expiration date;
  - b. All biosolid compost and tailings from the screenings of the biosolids compost, no later than one day prior to the expiration date; and
  - c. All commercial and non-commercial yard waste delivered to the facility no later than one week prior to the expiration date.

B. Unforeseen Circumstances:

- (1) In the event of the occurrence of an unforeseen circumstance, the parties shall immediately seek to determine if their performances can be continued, and they shall discuss possible revisions for the Agreement, which may result in:



- a. An increase or decrease in the amount the Town pays the Company;
- b. An increase or decrease in the amount the Company pays the Town;
- c. A change in the services provided by the Company to the Town;
- d. A change in the services provided by the Town to the Company; or
- e. Any combination of (a) through (d).

If the parties are unable to come to an agreement within thirty (30) days after such occurrence, either party may terminate this Agreement upon ten (10) days' written notice to the other party.

C. Dispute Resolution;

- (1) In the event of any dispute under this Agreement, the Town and the Company shall seek to resolve their differences amicably, availing of their respective counsels only after they have met at least once without counsel in an effort to resolve their differences.
- (2) In the event that the parties have not resolved their differences within fifteen days after one of the parties first advised the other party ("first notice") that there is a dispute as to a matter under this Agreement, and offered dates to meet to seek to resolve their differences, either party may, within an additional fifteen (15) days, access the dispute resolution procedure set forth on Appendix \_\_, annexed hereto, and give the other party notice thereof (the "second notice"), whereupon the parties shall diligently and in good faith avail of those dispute resolution procedures.
- (3) In the event neither party above gives a second notice, the parties may seek any remedy available to them.

## SECTION 6 – Indemnification

- A. Subject to the terms and conditions of this Agreement, the Company agrees to indemnify and hold harmless the Town, its respective officers, board members, employees and agents, hereinafter referred to as the "Indemnified parties," from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and will defend the indemnified parties in any suit, including appeals, for (1) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the operation of the facility or the performance (or non-performance) of obligations hereunder, or (2) amounts claimed to be due and owing to subcontractors. The Company shall not, however, be required to reimburse or indemnify any indemnified party for loss or claim due to the negligence of any indemnified party, and the indemnified party whose negligence is adjudged to have caused such loss or claim will reimburse the Company for the costs of defending any suit as required above. An indemnified party shall promptly notify the Company of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Company the opportunity to defend such claim, and shall not settle such claim without the approval of the Company. These indemnification provisions are for the protection of the indemnified parties only and shall not be interpreted to establish any liability to third parties.
- B. Subject to the terms and conditions of this Agreement, To the extent permitted by Connecticut law ,the Town agrees to indemnify and hold harmless the Company, its respective officers, board members, employees and agents, hereinafter referred to as the "Indemnified Parties", from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and will defend the indemnified parties in any suit, including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the ownership of the facility or the performance (or non-performance) of it obligations hereunder, including but not limited to all of its environmental responsibility for the quality and characteristics of all compost delivered from the Town waste water processing center facility to the yard waste facility, under Section 3 hereof; or (b) amounts claimed to be due and owing to agents of the Town. The Town shall not, however, be required to reimburse or indemnify any Indemnified party for loss or claim due to the negligence of any indemnified party, and the indemnified party whose negligence is adjudged to have caused such loss for claim will reimburse the Company for the costs of defending any suit as required above. Any indemnified party shall promptly notify the Town of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Town the opportunity to defend such claim, and shall not settle such claim without the approval of the Town. These indemnifications provisions are for the protection of the indemnified parties only and shall not be interpreted to establish any liability to third parties.
- C. The Company shall:
  - (1) Reimburse the Town for any fines and civil penalties imposed by any regulatory agency on the Town during the term of this Agreement for violations of the Town's DEEP general permit, a copy of which is attached hereto as Appendix \_\_, as such permit may be subsequently amended or replaced, caused by the Company's operations or its willful misconduct;

and the Company shall be given full authority to contest such violations on the Town's behalf and the Town shall assist the Company in all such proceedings;

- (2) Be liable for the payment of fines and/or civil penalties levied against the Company and/or the Town by any regulatory agency having jurisdiction, as a result of the Company's failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute or ordinance for reasons resulting from the Company's operations during the period of the Agreement;
- (3) If requested by the Company, the Town will cooperate with and provide reasonable assistance to the Company with respect to contesting any such fines in administrative proceedings and/or court prior to any payment by the Company. Each party hereto shall pay its own costs in connection with contesting any such fines or assisting with the contesting of any such fines;

## **SECTION 7 – Insurance**

A. The Company agrees to provide for the Town:

- (1) Comprehensive General Commercial Liability insurance policies naming the Town as an additional insured for bodily injury and/or property damage in an amount not less than two million dollars (\$2,000,000). A certificate of such insurance shall be supplied to the Town upon execution of this Agreement.
- (2) Comprehensive automobile liability insurance covering all owned, non-owned and hired vehicles, including vehicles leased from the Town used in the performance of obligations under this Agreement, with minimum limits of liability of \$2,000,000 for each occurrence single limit bodily injury and property damage with a motor carrier's act endorsement, as is appropriate.
- (3) Worker's compensation insurance as required by applicable law, and employees' liability insurance with a minimum limit of \$100,000.
- (4) Pollution Liability Insurance: A policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.
- (5) Umbrella Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.
- (6) Waiver of Subrogation: Waiver of subrogation is required on all policies.
- (7) All insurance provided by the Company shall be maintained with insurers licensed to provide such insurance in the State of Connecticut and having an A.M. Best rating of at least "A" and an A.M. Best capital and surplus designation of at least "XIII."
- (8) Prior to commencing work, company shall provide the Town with copies of declaration pages of each insurance policy, providing verification that the Town is endorsed as an additional insured on said policies. All policies shall provide that they may not be cancelled or suspended without giving 30 days prior written notice to the Town.

In the event that the Company fails to pay an insurance premium when due, the Town may pay said premium cost and deduct said premium cost from any sums due the Company, or may bill the Company directly for said premium cost.

## **SECTION 8 – Representatives and Warranties of the Company**

The Company hereby represents and warrants to the Town as follows:

- A. The Company is a \_\_\_\_\_ duly organized and validly existing under the laws of the State of Connecticut. The Company has all requisite power and authority to own and operate its properties and to carry on its business as presently conducted.
- B. The execution, delivery and performance by the Company of this Agreement and consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Company. This Agreement has been duly executed and delivered by the Company (and assuming due authorization, execution and delivery by the Town) constitutes a valid and binding Agreement of the Company enforceable against the Company in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at law or in equity.

- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and compliance by the Company with any of the provisions hereof does not conflict with, constitute a default under, or violate: (1) any of the terms, conditions or provisions of the Articles of Organization or operating agreement of the Company; (2) any of the terms, conditions or provisions of any document, written Agreement or other instrument to which the Company is a party or by which it is bound; (3) to its knowledge of any Connecticut corporate or federal law or regulation; or (4) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Company.
- D. The Company currently has a contract with Agresource, Inc. to market the compost and will maintain such contract throughout the term of this Agreement.
- E. The Company is not aware of any unforeseen circumstance as of the effective date.

## **SECTION 9 – Representations and Warranties of the Town of Fairfield**

The Town hereby represents and warrants to the Company as follows:

- A. The Town is a municipal corporation duly organized under the laws of the State of Connecticut.
- B. The execution, delivery and performance by the Town of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Town. This Agreement has been duly and validly executed and delivered by the Town and (assuming due authorization, execution and delivery by the Company) does constitute a valid and binding agreement of the Town, enforceable against the Town in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at law or in equity.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and compliance by the Town with any of the provisions hereof will not conflict with, constitute a default under, or violate (any of the terms, conditions or provisions of the charter of the Town, (2) any of the terms, conditions or provisions of any document, Agreement or other instrument to which the Town is a party or by which it is bound, (3) to its knowledge any Connecticut corporate or federal law or regulation, or (4) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Town.
- D. Except as expressly set forth herein, the Town represents that it will use its reasonable commercial efforts to cause its respective officers, agents and employees to perform all obligations and properly discharge all responsibilities to the Company, whether written or arising under any local, state or federal laws, Agreement or otherwise.
- E. The Town currently has the following policies in effect, which it does not expect to change during the term of this Agreement:
  - (1) Leaves collected in bags at the curbs of Town residents in the Fall are delivered to a location or locations other than the facility;
  - (2) There is no curbside yard waste pickup for Town residents at any time of year;
- F. The Town is not aware of any unforeseen circumstance as of the effective date.

## **SECTION 10 – General Provisions**

- A. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.
- B. If the parties hereto agree to additional services to be provided by one party to the other, the parties at the time of the procurement will reduce their agreement to a writing, which shall include, *inter alia*, the price and payment terms to be followed.
- C. The term of this Agreement, unless renewed or extended by the Town expires on 12/31/2022.
- D. All references herein to sections, articles, exhibits and appendices are to sections, articles, exhibits of and appendices of this Agreement. All appendices are hereby incorporated into and made a part of this Agreement. Section and article headings herein

have been inserted for convenience of reference only and shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

- E. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered, will together constitute one and the same instrument.
- F. If any provision of this Agreement shall for any reason be finally determined by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not affect any other provision hereof and this contract shall be construed as if such unenforceable provision had not been contained herein; provided that, if any provision of this Agreement shall be unenforceable by reason of a final judgment by court of competent jurisdiction, based upon such court's ruling that said provision is unenforceable because of the unenforceable degree or magnitude of the obligation imposed thereby, said unenforceable obligation shall be reduced in magnitude or degree by the minimum amount necessary in order to provide the maximum degree or magnitude of rights which are enforceable, and this contract shall be automatically and retroactively amended accordingly to contain such maximum degree or magnitude of such obligations which are enforceable, rather than the more burdensome but not enforceable original obligation. Nothing contained herein shall be construed so as to permit the enlargement of obligations in excess of those set forth herein.
- G. The Town, by execution of this Agreement, grants to the Company the exclusive right to process the Town's yard waste delivered to the facility.
- H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. Venue shall lie in the Superior Court, Judicial District of Fairfield at Bridgeport in the State of Connecticut.
- I. This Agreement shall be binding upon the successors and permitted assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party.
- J. All notices required hereunder shall be in writing and shall be effective only upon receipt by the addressee at the address specified below or such other address that shall be designated by the parties in writing. Telefax and electronically transmitted messages may be used by either party in lieu of mail or courier transmittals, but shall only be effective upon receipt by the addressee. Receipt by the addressee shall be conclusively presumed when a telefax or electronically transmitted acknowledgement of the message is sent by the addressee of the communication to the generator of the communication.

To the Town:  
First Selectman  
Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824  
Phone 203-256-3030  
Fax 203-256-3008

With a copy to the Town attorney at the same address.

To the Company:

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. .  
. .  
. .  
. .

- K. This Agreement represents the entire agreement between the parties hereto. Any prior agreements, not specifically referenced herein and incorporated herein by reference, are considered merged hereunto and shall have no independent legal force or effect. This Agreement may be modified only by written instrument, and said modification will become effective only after being signed by both parties hereto.
- L. The Town and the Company shall be considered as independent contractors for purposes of this contract and no liability, without a ruling from a court of competent jurisdiction so requiring, shall be imputed from either party to the other solely on the basis of the association described herein.
- M. All capital improvements installed or purchased by the Company and paid for or financed by the Company for its own benefit shall remain the property of the Company, provided that at the expiration of the Agreement, the Town may purchase the capital improvements at a price and on terms mutually agreeable to the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives.

Town of Fairfield

Company Name

\_\_\_\_\_  
 Michael C. Tetreau  
 First Selectman

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

\_\_\_\_\_  
 Gerald J. Foley  
 Director of Purchasing

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



Sept 17 1988

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STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



September 21, 1988

APPROVAL

Richard J. White, Jr., P.E.  
Chief Operating Engineer, WPCF  
One Rod Highway  
Fairfield, Connecticut 06430

Re: DEP/WPC 057-001  
Town of Fairfield  
Long Island Sound Watershed

Dear Mr. White:

This Department has reviewed the plans and specifications for the Fairfield Composting Facility, filed on August 5, 1988.

The plans and specifications are hereby APPROVED in accordance with Section 22a-416 of the Connecticut General Statutes.

This approval does not relieve the discharger of the obligation to obtain any other authorizations as may be required by Federal, State or Local laws or regulations.

Very truly yours,

Michael J. Harder ✓  
Assistant Director  
Water Compliance Unit

MJH/BJS

cc: Fuss & O'Neill, Consulting Engineers  
(Attn: Peter H. Grose, P.E.)

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

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### FACILITY LOCATION

The in-vessel composting facility will be located on the South side of the wastewater treatment plant. Approximately four to five days supply of bulking agent and finished compost can also be stored in this area.

The brush and leaves will be processed into bulking agent on a paved 2½ acre site directly across the road from the treatment plant. Finished compost product will also be stored there. Preliminary site plans are contained in the Appendix. A locus plan and photographs follows.

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**STATE OF CONNECTICUT**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**



**APPROVAL**

June 13, 2002

Mr. Richard White  
Director of Public Works  
Town Hall  
725 Old Post Road  
Fairfield, CT 06430

Dear Mr. White:

The Town of Fairfield Compost Management Plan dated April 2002 has been reviewed by the Department of Environmental Protection. This plan outlines the steps that will be taken to distribute, store, apply and use compost material generated from the Town of Fairfield Water Pollution Control Facility. This plan hereby approved.

This approval is the notification required by Section 22a-416 and 22a-424(h) of the Connecticut General Statutes as amended.

This approval does not relieve you of the obligation to obtain any other authorizations as may be required by Federal, State or Local laws or regulations.

If you have any questions regarding this matter, please contact Mr. Warren Herzig at (860) 424-3801.

Sincerely,

Thomas M. Morrissey  
Director  
Bureau of Water Management  
Planning and Standards Division

TMM:WRH:sn

Cc: Geoffrey Kuter, Agresource, Inc.

RECEIVED  
JUN 12 2002  
DIRECTOR OF PUBLIC WORKS



# **COMPOST MANAGEMENT PLAN**

## **THE TOWN OF FAIRFIELD COMPOST FACILITY**

**Revised July 2015**

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## **I**      **PURPOSE**

The Compost Management Plan describes the methods and criteria under which compost product will be produced and distributed by the Fairfield Compost Facility.

## **II**     **AUTHORITY**

1.      The Town of Fairfield is permitted to market, distributed and land apply compost that is produced from the Fairfield Compost Facility in accordance with the Compost Management Plan approved by the Commissioner of Energy and Environmental Protection.
2.      No later than January 31 each year the Town of Fairfield shall submit to the Commissioner of Energy and Environmental Protection for his review an annual report that summarizes the inspection, review, and oversight the Town of Fairfield has conducted on marketers, distributors and appliers of Fairfield compost and recommends any necessary modifications to the approved Compost Management Plan. This report shall provide locations and uses for all compost distributed in the State of Connecticut and summarize the inspection of all storage sites that store more than 500 cubic yards of material for a period greater than two weeks for compliance with the approved plan and shall recommend any modifications or addenda to the approved Management Plan.
3.      The Town of Fairfield shall report to the Commissioner any observation the Town makes of any storage, use or application of compost that is not in accordance with the approved management plan. Notice shall be in writing within 5 days of observing such occurrence.

## **III**    **CONTACTS**

William Norton, Superintendent  
Fairfield WPCF  
330 One Rod Highway

Fairfield, Ct 06824**CKGROUND**

The composting facility at the Fairfield Water Pollution Control Plant was designed by International Process System (IPS), BDP Industries, Greenwich, NY (formerly a division of Siemens). It is an in-vessel agitated bed system with forced aeration. The facility is enclosed in an insulated building. One part by volume wastewater solids is mixed with about three parts shredded wood and yard wastes. No construction wood or treated wood shall be allowed to be used as an amendment. The mixture is composted in the vessels for about 21 days where aerobic biological stabilization is accomplished to achieve both Pathogen Reduction and Vector Attraction Reduction . Compost temperatures are maintained above 55°C for a minimum of 3 consecutive days to destroy pathogens. The mixture is then cured for at least 30 days in outdoor windrow piles on a paved surface.

The Fairfield biosolids compost facility was built as a means to recycle municipal waste as a soil amendment. Research at the Connecticut Agricultural Experiment Station has shown biosolids compost can enhance the growth of growing containerized nursery crops, turf grass and golf greens with minimal risk of movement of heavy metals from biosolids compost to the environment.

**V CAPACITY**

The Fairfield Composting Facility is designed to process approximately 1,000 dry tons/year of wastewater biosolids. This will yield approximately 5,000 cubic yards of compost.

**VI CHARACTERISTICS OF THE COMPOST**

Compost generated at the Compost facility meets the following criteria:

- 1) Dry solids 50% - 65%
- 2) Weed seed and pathogen free
- 3) pH 5.0 - 8.0
- 4) Free of plastic, metal, glass or other undesirable materials
- 6) No offensive odors
- 7) Greater than 50 % organic matter (volatile solids)
- 8) Less than 3.0 mmhos soluble salts
- 9) C:N ratio of 15:1 to 25:1

**VII WASTEWATER SOLIDS ANALYSES**

The following analysis for dewatered wastewater solids will be submitted to CTDEEP as a requirement of the NPDES Permit, issued for the Fairfield WPCP.

<u>Parameter</u>	<u>Sampling Frequency</u>	<u>Sample Type</u>	<u>CTDEP Limit (mg/kg)</u>
Total Solids	BiMonthly	Weekly Composite*	
Fixed Solids	Bi Monthly	Weekly Composite	
Volatile Solids	Bi Monthly	Weekly Composite	
pH	Bi Monthly	Weekly Composite	
Organic Nitrogen (N)	BiMonthly	Weekly Composite	
Ammonia Nitrogen (N)	BiMonthly	Weekly Composite	
Phosphorus	BiMonthly	Weekly Composite	
Zinc	BiMonthly	Weekly Composite	2800
Selenium	BiMonthly	Weekly Composite	36
Beryllium	BiMonthly	Weekly Composite	
Arsenic	BiMonthly	Weekly Composite	10
Copper	BiMonthly	Weekly Composite	1500

Molybdenum	BiMonthly	Weekly Composite	18
Nickel	BiMonthly	Weekly Composite	420
Lead	BiMonthly	Weekly Composite	300
Cadmium	BiMonthly	Weekly Composite	34
Chromium	BiMonthly	Weekly Composite	1200
Mercury	BiMonthly	Weekly Composite	17
PCB's	BiMonthly	Weekly Composite	
Total Hydrocarbons	BiMonthly	Weekly Composite	

\* a mixture of samples of equal volume taken each day during a five day period

### VIII COMPOST ANALYSIS

The following analysis of the compost will be submitted to CTDEEP.

<u>Parameter</u>	<u>Frequency of Sampling</u>	<u>Sample Type</u>	<u>CTDEP Limit (mg/kg)</u>
Ammonia (N)	BiMonthly	Composite Grab*	
Arsenic	BiMonthly	Composite Grab	10
Barium	BiMonthly	Composite Grab	4700
Beryllium	BiMonthly	Composite Grab	
Cadmium	BiMonthly	Composite Grab	34
Chromium, Total	BiMonthly	Composite Grab	1200
Copper	BiMonthly	Composite Grab	1500
Lead	BiMonthly	Composite Grab	300
Mercury	BiMonthly	Composite Grab	17
Molybdenum	BiMonthly	Composite Grab	18
Nickel	BiMonthly	Composite Grab	420
Nitrate (N)	BiMonthly	Composite Grab	
Selenium	BiMonthly	Composite Grab	36
Zinc	BiMonthly	Composite Grab	2800
pH	BiMonthly	Composite Grab	
Conductivity (Soluble Salts)	BiMonthly	Composite Grab	
Total Fecal Coliforms	BiMonthly	Composite Grab	1,000 cfu/gram(dry wt)

\* A mixture of compost taken from 12 randomly selected points in the discharge area of the compost facility.

Testing for fecal coliform bacteria should be performed on compost after compost has been cured for at least 30 days. Samples shall be a composite composed of no less than 7 grab samples taken from compost that has met curing requirement.

Curing piles must be arranged on site in such a manner so that age of piles is evident and that un-cured compost is kept separated from product designated for distribution. The Town may distribute any compost provided it has met the 30-day curing requirement and has obtained satisfactory test results.

### IX NON-COMPLIANCE WITH CTDEEP LIMITS

If biosolids or compost analyses exceed the CTDEEP limit, samples and analyses will be augmented to once per week during the period of non-compliance and immediate notification will be communicated to CTDEEP. Compost containing compounds exceeding CTDEEP limits will not be distributed instate.

**X RECORD KEEPING**

The following records shall be reported to CT DEEP quarterly and shall be maintained for a period of five (5) years at the Composting Facility.

**Operational Parameters** - Temperature, Mix Ratios, Detention Time

**Compost Product** - Quantity Sold, Vendor, Intended uses

**Wastewater Solids and Compost Analyses** - (Per Section VII and VIII)

**XI RELEASE OF NITROGEN FROM COMPOST**

To protect surface and ground water from contamination with nitrate N, compost shall not be applied in amounts that supply N in excess of what will be used by the crop during a 30 week growing season. N released from compost during a 30 week period was determined for Farmington CT compost using a *30 Week Aerobic Mineralization Test* (E & A Environmental Consultants, Canton, MA *Project #8790, 11/14/96*). The results shown below indicate that the compost is equivalent to fertilizer containing 0.6 percent N. These data shall be used to determine application rates until data for Fairfield compost is available.

**30 Week Aerobic Test for Mineralization of N**

Time (weeks)	Ammonium-N (mg/kg)	Nitrate-N		Total N* (mg/kg)
		+ Nitrite-N (mg/kg)	Kjeldahl-N (mg/kg)	
0	3142	14.1	3786	3800
2	277	0.1	493	493
4	55	0.1	276	276
6	33	0.6	124	125
8	33	0.1	143	143
10	40	0.3	70	70
12	102	0.1	111	111
14	113	0.1	148	148
16	101	0.5	59	60
18	100	0.3	76	76
20	96	1.0	157	158

22	98	0.1	211	211
24	96	0.0	52	52
26	98	0.1	145	145
28	30	0.1	37	37
30	98	0.1	84	84
Total	4512	18	5972	5990
<b>% N as Fertilizer</b>	<b>0.5</b>	<b>0.0</b>	<b>0.6</b>	<b>0.6</b>
<b>pounds N/acre inch**</b>	<b>118</b>	<b>0.5</b>	<b>156</b>	<b>156</b>

\* Nitrate N + Nitrite N + Kjeldahl N

\*\* 1 inch of compost per acre at 40 %/wt solids weighs 65250 pounds  
65250 pounds compost X 40% solids X 0.6% N = 156 pounds N

## **XII. COMPOST USES AND RATES**

Compost is intended to be used as a soil amendment. Uses for compost shall be subject to the current CTDEEP restrictions as indicated below. Rates of compost will be based on the annual agronomic needs of N for each crop. N in the compost is based on amount of Kjeldahl N + Nitrate/Nitrite n released during the “30 Week Aerobic Mineralization Test “Table 1). Application rates may not exceed those stated in the Compost Use Table (Table 2).

## **XIII. USE RESTRICTIONS**

The following use restrictions will apply until changed in accordance with CTDEEP.

- 1.) Compost shall not be used for food chain crops, tobacco, crops grown for animal feed, or on grazing land for animals whose products are consumed by humans.
- 2.) Compost is not to be applied on saturated, frozen, ice or snow-covered ground or in areas subject to seasonal flooding.
- 3.) The application rates in the Compost Use Table shall not be exceeded.
- 4.) Compost shall not be applied within 30 feet of any surface waters, within 100 feet of bathing or swimming areas, nor within 100 feet from water used as a drinking source.
- 5.) If Compost is applied within 100 feet of any surface water, precautions for slope stabilization must be taken as outlined in the CT handbook (1985 ed.) entitled “Guidelines for Soil Erosion and Sediment Control” and Compost cannot be applied on slopes exceeding 25%.

#### **XIV. STORAGE REQUIREMENTS**

- 1.) Compost that is not used or blended within 48 hours of delivery to a site is considered as storage. All compost storage areas shall meet the following criteria unless stored in a CTDEEP approved storage facility:
  - a. Compost shall not be stored on saturated ground or in areas subject to seasonal flooding.
  - b. Compost shall be mounded to extent possible to prevent run-off from the pile. Erosion controls such as silt fencing and hay bales shall be utilized, as necessary, to prevent soil erosion and runoff of sediment.
  - c. Storage piles shall be managed to preclude ponding of stormwater and so that all clear water is diverted away from storage piles.
  - d. Compost must be used or removed from the storage area within two years of delivery.
  - e. Compost shall not be stored with 30 feet of any surface water, 500 feet of a public water supply well, and within 100 feet of a private water supply well.
  
- 2.) If more than 500 cubic yards is stored at any one site and the compost is not utilized within two weeks of delivery to the site, the following additional criteria shall be met:
  - a. Compost shall not be stored within 50 feet of any property line.
  - b. Compost cannot be stored within 300 feet of surface water or water supply well.
  - c. Storage piles must be under cover or covered from ground to top of pile with an impervious tarp.
  - d. Storage sites must be approved by either Town personnel or the Compost Sales Agent representing the Town prior to delivery of more than 100 cubic yards.
  
- 3.) If more than 1,000 cubic yards are delivered to a suburban or urban site and stored in excess of two weeks prior to use or more than 10,000 cubic yards are delivered to a rural site and stored for more than two weeks then the storage areas must be in excess of 300 feet from surface water or a public water supply well nor within the recharge area of a water supply well.
  
- 4.) Blended products (root zone mixes, potting soils or compost/soil blends) that contain compost shall be subject to the storage conditions listed above under 1.a through 1.e. No other restrictions shall be placed on blended products providing they are not stored for more than two years.



## **XV. SALES – TERMS WITH USERS**

The sale of Compost shall be handled by an agreement with a Sales Agent who shall be responsible for the distribution of the compost on either a wholesale or retail basis. Product shall be distributed from the Fairfield Yard Waste Facility in accordance with the following procedures.

1. Town residents desiring to use compost shall be restricted to obtaining no more than 3 cf per pick up and no more than 5 cy per year. All residents shall be provided with Compost Use Rates and Compost Use Restrictions.
2. Individual commercial landscapers shall be allowed to obtain up to 50 cy per day for general landscape use. All loads must be accompanied by Compost Use Rates and Compost Use Restrictions. Records shall be maintained as to the name, and address of the landscaper obtaining compost, and the intended use.
3. All loads greater than 50 yards distributed within Connecticut from the Fairfield Compost Facility shall be accompanied by the following information:
  - a. Name, address of individual/company receiving compost.
  - b. Date shipped/ picked up
  - c. Quantity of compost delivered/ picked up
  - d. Compost Use Table
  - e. Compost Use Restrictions
  - f. Compost Storage Requirements
  - g. Name, address and phone number of Sales Agent
4. All parties within Connecticut receiving more than 500 yards shall be contacted prior to compost delivery and queried as to intended use, site conditions including distances to surface water and nearest water supply well to insure compliance with use restrictions and storage requirements. A copy of a questionnaire to be filled is included, as Appendix A.
5. No later than January 31<sup>st</sup> each year after this plan is approved by DEEP the Town shall supply the following information to the DEEP:
  - a. Total quantity of Compost distributed from the facility.
  - b. For Compost distributed in Connecticut, the name, delivery address, quantity received and compost use (i.e. turf establishment, top dressing, soil blending) for each compost customer.
  - c. Copies of completed questionnaires for compost distributed in Connecticut.
6. When Compost is distributed to parties intending to re-sell or redistribute Compost (e.g. garden centers), those parties will be provided with an information sheet containing the Compost Use Table and Compost Use Restrictions. The party reselling Compost will be instructed to provide these information sheets to Compost customers.

## **XVI CONTINGENCY PLANNING**

Subject to CT DEEP Approval:

- 1) Compost Facility Failure
  - a. store liquid sludge in sludge storage tanks (5 day storage) and/or store dewatered sludge in compost building bays/mixing area for no more than two weeks
  - b. truck liquid or dewatered sludge to incineration facility
- 2) Unacceptable Compost Product
  - a. dilution and recycle through the composting facility
  - b. incineration
  - c. landfilling
  - d. other alternatives approved by CTDEEP
- 3) Compost not meeting CT standards may be distributed to other states (current agreement with Agresource allowing distribution in New York).
- 4) Designated storage
  - a. temporary on site storage for up to 6 months

Table 2. Compost Use Table

## COMPOST USE TABLE

General recommendations for one-time use

Town of Fairfield Compost Facility

Use	Tons/acre	Application Rates	
		lbs/1000 sq. ft.	Inches
<b>1. Turf Establishment</b>	33	1500	1.0-1.5 in. blend into top 4-6 in.

When preparing root zone mixes compost may be used up to 25 % by volume

<b>2. Topdressing Established Turf</b>	4-18	200-800	1/8-1/2 in.
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Total application shall not exceed 1.5 inches

<b>3. General Landscape</b>	33	1500	1.0-1.5 in. blend into top 4-6 in.
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When preparing soil blends for backfill may use up to 25 % by volume

### 4. Nurseries/Greenhouses

Potting Media                      Compost can be used at 10-25 % by volume

Field Soil                      33                      1500                      1.0-1.5 Blend into top 4-6 in.

### 4. Topsoil Manufacture

Compost can be used up to 25% by volume in soil blends

### 5. Golf Courses

Application rates as above for turf establishment and topdressing.

Application rates are maximum rates based on nitrogen availability. Compost user should seek professional advice regarding appropriate rates for specific uses. Rates assume 1500 lbs. of compost covers 1,000 square feet one inch deep and provide up to 3.6 lbs. available N and one cubic yard compost weighs 540 lbs. and contains 1.3 lbs. available N. Nitrogen availability is based on 30-week mineralization test results.

Appendix A.

## Questionnaire for Compost Users in Connecticut

Customer Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Delivery Address (if different) \_\_\_\_\_  
\_\_\_\_\_  
Intended Use \_\_\_\_\_  
Use Rate \_\_\_\_\_  
Quantity to be delivered \_\_\_\_\_  
Expected Delivery Date \_\_\_\_\_

Is site where compost will be used:

- Greater than 30 feet from surface water? \_\_\_\_\_
- Greater than 100 feet from a beach or swimming area? \_\_\_\_\_
- Greater than 100 feet from water used for drinking supply? \_\_\_\_\_
- Within 100 ft of surface water? \_\_\_\_\_ (If Yes slope must be less than 25% and precautions taken for slope stabilization and erosion control)

Will compost be used within 48 hours of delivery? Y N

If NO and more than 500 yards is kept on site is the area provided for storage:

- Greater than 30 ft from surface water? \_\_\_\_\_
- Greater than 500 ft from public water supply? \_\_\_\_\_
- Greater than 100 ft from private water supply? \_\_\_\_\_

Will compost be used within 2 weeks of delivery? Y N

If NO, and more than 100 yards are kept in storage is:

- Distance of storage site to nearest surface water greater than 300 ft? \_\_\_\_\_
- Distance to public water supply greater than 500 ft? \_\_\_\_\_
- Distance to private well greater than 300 ft? \_\_\_\_\_
- Distance to property line greater than 50 ft? \_\_\_\_\_
- Are provisions made to cover storage piles? \_\_\_\_\_

Is Compost going to be blended with soil or made into soil mix? Y N

IF Yes, will blended product be stored? Y N

- IF Yes, is storage site greater than 30 ft from surface water? \_\_\_\_\_
- Greater than 500 ft from public drinking water supply? \_\_\_\_\_
- Greater than 100 ft from a private water supply well? \_\_\_\_\_



MUNICIPAL NPDES PERMIT

issued to

**Permittee:**

Town of Fairfield  
DPW Admin,  
725 Old Post Road  
Fairfield, Connecticut 06824

**Location Address:**

Town of Fairfield  
Water Pollution Control Facility  
One Rod Highway  
Fairfield, Connecticut 06824

**Facility ID:** 051-001

**Permit ID:** CT0101044

**Permit Expires:** November 1, 2020

**Receiving Stream:** Long Island Sound

**Design Flow Rate:** 9.0 MGD

**SECTION 1: GENERAL PROVISIONS**

- (A) This permit is reissued in accordance with Section 22a-430 of Chapter 446k, Connecticut General Statutes ("CGS"), and Regulations of Connecticut State Agencies ("RCSA") adopted thereunder, as amended, and Section 402(b) of the Clean Water Act, as amended, 33 USC 1251, et seq., and pursuant to an approval dated September 26, 1973, by the Administrator of the United States Environmental Protection Agency for the State of Connecticut to administer a N.P.D.E.S. permit program.
- (B) The Town of Fairfield, ("Permittee"), shall comply with all conditions of this permit including the following sections of the RCSA which have been adopted pursuant to Section 22a-430 of the CGS and are hereby incorporated into this permit. **Your attention is especially drawn to the notification requirements of subsection (i)(2), (i)(3), (j)(1), (j)(6), (j)(8), (j)(9)(C), (j)(10)(C), (j)(11)(C), (D), (E), and (F), (k)(3) and (4) and (l)(2) of Section 22a-430-3.** To the extent this permit imposes conditions more stringent than those found in the regulations, this permit shall apply.

**Section 22a-430-3 General Conditions**

- (a) Definitions
- (b) General
- (c) Inspection and Entry
- (d) Effect of a Permit
- (e) Duty to Comply
- (f) Proper Operation and Maintenance
- (g) Sludge Disposal
- (h) Duty to Mitigate
- (i) Facility Modifications; Notification
- (j) Monitoring, Records and Reporting Requirements
- (k) Bypass
- (l) Conditions Applicable to POTWs
- (m) Effluent Limitation Violations
- (n) Enforcement
- (o) Resource Conservation
- (p) Spill Prevention and Control
- (q) Instrumentation, Alarms, Flow Recorders
- (r) Equalization

**Section 22a-430-4 Procedures and Criteria**

- (a) Duty to Apply
- (b) Duty to Reapply

- (c) Application Requirements
- (d) Preliminary Review
- (e) Tentative Determination
- (f) Draft Permits, Fact Sheets
- (g) Public Notice, Notice of Hearing
- (h) Public Comments
- (i) Final Determination
- (j) Public Hearings
- (k) Submission of Plans and Specifications. Approval.
- (l) Establishing Effluent Limitations and Conditions
- (m) Case-by-Case Determinations
- (n) Permit Issuance or Renewal
- (o) Permit or Application Transfer
- (p) Permit Revocation, Denial or Modification
- (q) Variances
- (r) Secondary Treatment Requirements
- (s) Treatment Requirements
- (t) Discharges to POTWs - Prohibitions

- (C) Violations of any of the terms, conditions, or limitations contained in this permit may subject the Permittee to enforcement action including, but not limited to, seeking penalties, injunctions and/or forfeitures pursuant to applicable sections of the CGS and RCSA.
- (D) Any false statement in any information submitted pursuant to this Section of the permit may be punishable as a criminal offense under Section 22a-438 or 22a-131a of the CGS or in accordance with Section 22a-6, under Section 53a-157b of the CGS.
- (E) The Permittee shall comply with Section 22a-416-1 through Section 22a-416-10 of the RCSA concerning operator certification.
- (F) No provision of this permit and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by the Permittee pursuant to this permit will result in compliance or prevent or abate pollution.
- (G) Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local law.
- (H) An annual fee shall be paid for each year this permit is in effect as set forth in Section 22a-430-7 of the RCSA. As of October 1, 2009 the annual fee is \$2,682.50
- (I) The Permittee shall discharge so as not to violate the Interstate Environmental Commission (IEC) Water Quality Regulations promulgated pursuant to the authority conferred upon the IEC by the Tri-State Compact (CGS 22a-294 et seq.) as defined in Attachment 1 Table A.
- (J) This permitted discharge is consistent with the applicable goals and policies of the Connecticut Coastal Management Act (Section 22a-92 of the CGS).

## SECTION 2: DEFINITIONS

- (A) The definitions of the terms used in this permit shall be the same as the definitions contained in Section 22a-423 of the CGS and Section 22a-430-3(a) and 22a-430-6 of the RCSA, except for "Composite" and "No Observable Acute Effect Level (NOAEL)" which are redefined below.
- (B) In addition to the above, the following definitions shall apply to this permit:
  - "-----" in the limits column on the monitoring tables in Attachment 1 means a limit is not specified but a value must be reported on the DMR, MOR, and/or the ATMR.
  - "Annual" in the context of any sampling frequency, shall mean the sample must be collected in the month of June.
  - "Average Monthly Limit" means the maximum allowable "Average Monthly Concentration" as defined in Section 22a-430-3(a) of the RCSA when expressed as a concentration (e.g. mg/l); otherwise, it means "Average Monthly Discharge Limitation" as defined in Section 22a-430-3(a) of the RCSA.
  - "Bi-Monthly" in the context of any sampling frequency, shall mean once every two months including the months of January, March, May,

July, September, and November

**"Bi-Weekly"** in the context of any sampling frequency, shall mean once every two weeks.

**"Composite"** or **"(C)"** means a sample consisting of a minimum of eight aliquot samples collected at equal intervals of no less than 30 minutes and no more than 60 minutes and combined proportionally to flow over the sampling period provided that during the sampling period the peak hourly flow is experienced.

**"Critical Test Concentration"** or **"(CTC)"** means the specified effluent dilution at which the Permittee is to conduct a single-concentration Aquatic Toxicity Test.

**"Daily Composite"** or **"(DC)"** means a composite sample taken over a full operating day consisting of grab samples collected at equal intervals of no more than sixty (60) minutes and combined proportionally to flow; or, a composite sample continuously collected over a full operating day proportionally to flow.

**"Daily Concentration"** means the concentration of a substance as measured in a daily composite sample, or, arithmetic average of all grab sample results defining a grab sample average.

**"Daily Quantity"** means the quantity of waste discharged during an operating day.

**"Geometric Mean"** is the "n"th root of the product of "n" observations.

**"Infiltration"** means water other than wastewater that enters a sewer system (including sewer system and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

**"Inflow"** means water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

**"Instantaneous Limit"** means the highest allowable concentration of a substance as measured by a grab sample, or the highest allowable measurement of a parameter as obtained through instantaneous monitoring.

**"In-stream Waste Concentration"** or **"(IWC)"** means the concentration of a discharge in the receiving water after mixing has occurred in the allocated zone of influence.

**"MGD"** means million gallons per day.

**"Maximum Daily Limit"** means the maximum allowable "Daily Concentration" (defined above) when expressed as a concentration (e.g. mg/l), otherwise, it means the maximum allowable "Daily Quantity" as defined above, unless it is expressed as a flow quantity. If expressed as a flow quantity it means "Maximum Daily Flow" as defined in Section 22a-430-3(a) of the RCSA.

**"Monthly Minimum Removal Efficiency"** means the minimum reduction in the pollutant parameter specified when the effluent average monthly concentration for that parameter is compared to the influent average monthly concentration.

**"NA"** as a Monitoring Table abbreviation means "not applicable".

**"NR"** as a Monitoring Table abbreviation means "not required".

**"No Observable Acute Effect Level"** or **"(NOAEL)"** means any concentration equal to or less than the critical test concentration in a single concentration (pass/fail) toxicity test, conducted pursuant to Section 22a-430-3(j)(7)(A)(i) of the RCSA, demonstrating 90% or greater survival of test organisms at the CTC.

**"Quarterly"** in the context of any sampling frequency, shall mean sampling is required in the months of March, June, September and December.

**"Range During Sampling"** or **"(RDS)"** as a sample type means the maximum and minimum of all values recorded as a result of analyzing each grab sample of; 1) a Composite Sample, or, 2) a Grab Sample Average. For those Permittee with pH meters that provide continuous monitoring and recording, Range During Sampling means the maximum and minimum readings recorded with the continuous monitoring

device during the Composite or Grab Sample Average sample collection.

"Range During Month" or "(RDM)" as a sample type means the lowest and the highest values of all of the monitoring data for the reporting month.

"Sanitary Sewage" means wastewaters from residential, commercial and industrial sources introduced by direct connection to the sewerage collection system tributary to the treatment works including non-excessive inflow/infiltration sources.

"Twice per Month" in the context of any sampling frequency, mean two samples per calendar month collected no less than 12 days apart.

"ug/l" means micrograms per liter

"Work Day" in the context of a sampling frequency means, Monday through Friday excluding holidays.

### SECTION 3: COMMISSIONER'S DECISION

- (A) The Commissioner of Energy and Environmental Protection ("Commissioner") has issued a final decision and found continuance of the existing system to treat the discharge will protect the waters of the state from pollution. The Commissioner's decision is based on application #201004890 for permit reissuance received on July 16, 2010 and the administrative record established in the processing of that application.
- (B) The Commissioner hereby authorizes the Permittee to discharge in accordance with the provisions of this permit, the above referenced application, and all approvals issued by the Commissioner or his authorized agent for the discharges and/or activities authorized by, or associated with, this permit.
- (C) The Commissioner reserves the right to make appropriate revisions to the permit, if required after Public Notice, in order to establish any appropriate effluent limitations, schedules of compliance, or other provisions which may be authorized under the Federal Clean Water Act or the CGS or regulations adopted thereunder, as amended. The permit as modified or renewed under this paragraph may also contain any other requirements of the Federal Clean Water Act or CGS or regulations adopted thereunder which are then applicable.

### SECTION 4: GENERAL LIMITATIONS AND OTHER CONDITIONS

- (A) The Permittee shall not accept any new sources of non-domestic wastewater conveyed to its POTW through its sanitary sewerage system or by any means other than its sanitary sewage system unless the generator of such wastewater; (a) is authorized by a permit issued by the Commissioner under Section 22a-430 CGS (individual permit), or, (b) is authorized under Section 22a-430b (general permit), or, (c) has been issued an emergency or temporary authorization by the Commissioner under Section 22a-6k. All such non-domestic wastewaters shall be processed by the POTW via receiving facilities at a location and in a manner prescribed by the Permittee which are designed to contain and control any unplanned releases.
- (B) No new discharge of domestic sewage from a single source to the POTW in excess of 50,000 gallons per day shall be allowed by the Permittee until the Permittee has notified in writing the Municipal Facilities Section of said new discharge.
- (C) The Permittee shall maintain a system of user charges based on actual use sufficient to operate and maintain the POTW (including the collection system) and replace critical components.
- (D) The Permittee shall maintain a sewer use ordinance that is consistent with the Model Sewer Ordinance for Connecticut Municipalities prepared by the Department of Energy and Environmental Protection. The Commissioner of Energy and Environmental Protection alone may authorize certain discharges which may not conform to the Model Sewer Ordinance.
- (E) No discharge from the permitted facility beyond any zone of influence shall contain or cause in the receiving stream a visible oil sheen, floating solids, visible discoloration, or foaming.
- (F) No discharge from the permitted facility shall cause acute or chronic toxicity in the receiving water body beyond any Zone Of Influence (ZOI) specifically allocated to that discharge in this permit.
- (G) The Permittee shall maintain an alternate power source adequate to provide full operation of all pump stations in the sewerage collection system and to provide a minimum of primary treatment and disinfection at the water pollution control facility to insure that no discharge of untreated wastewater will occur during a failure of a primary power source.
- (H) The average monthly effluent concentration shall not exceed 15% of the average monthly influent concentration for BOD<sub>5</sub> and Total



Suspended Solids for all daily composite samples taken in any calendar month.

- (I) Any new or increased amount of sanitary sewage discharge to the sewer system is prohibited where it will cause a dry weather overflow or exacerbate an existing dry weather overflow.
- (J) Sludge Conditions
  - (1) The Permittee shall comply with all existing federal and state laws and regulations that apply to sewage sludge use and disposal practices, including but not limited to 40 CFR Part 503.
  - (2) If an applicable management practice or numerical limitation for pollutants in sewage sludge more stringent than existing federal and state regulations is promulgated under Section 405(d) of the Clean Water Act (CWA), this permit shall be modified or revoked and reissued to conform to the promulgated regulations.
  - (3) The Permittee shall give prior notice to the Commissioner of any change(s) planned in the Permittee's sludge use or disposal practice. A change in the Permittee's sludge use or disposal practice may be a cause for modification of the permit.
  - (4) Testing for inorganic pollutants shall follow "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846 as updated and/or revised.
- (K) This permit becomes effective on the 1<sup>st</sup> day of the month following the date of signature of the Commissioner or designee.
- (L) When the arithmetic mean of the average daily flow from the POTW for the previous 180 days exceeds 90% of the design flow rate, the Permittee shall develop and submit within one year, for the review and approval of the Commissioner, a plan to accommodate future increases in flow to the plant. This plan shall include a schedule for completing any recommended improvements and a plan for financing the improvements.
- (M) When the arithmetic mean of the average daily BOD<sub>5</sub> or TSS loading into the POTW for the previous 180 days exceeds 90% of the design load rate, the Permittee shall develop and submit for the review and approval of the Commissioner within one year, a plan to accommodate future increases in load to the plant. This plan shall include a schedule for completing any recommended improvements and a plan for financing the improvements.
- (N) On or before July 31<sup>st</sup> of each calendar year the main flow meter shall be calibrated by an independent contractor in accordance with the manufacturer's specifications. The actual record of the calibration shall be retained onsite and, upon request, the Permittee shall submit to the Commissioner a copy of that record.
- (O) The Permittee shall operate and maintain all processes as installed in accordance with the approved plans and specifications and as outlined in the associated operation and maintenance manual. This includes but is not limited to all preliminary treatment processes, primary treatment processes, recycle pumping processes, anaerobic treatment processes, anoxic treatment processes, aerobic treatment processes, flocculation processes, effluent filtration processes or any other processes necessary for the optimal removal of pollutants. The Permittee shall not bypass or fail to operate any of the aforementioned processes without the written approval of the Commissioner.
- (P) On or before June 30, 2018 each anaerobic digester unit shall be sampled, in a manner approved in writing by the Commissioner, to determine the amount of grit and depth of scum blanket. The results of the sampling shall be maintained at the POTW and, upon request, the Permittee shall submit to the Commissioner a copy of the sampling data.
- (Q) The Permittee is hereby authorized to accept septage at the treatment facility; or other locations as approved by the Commissioner.
- (R) The temperature of any discharge shall not increase the temperature of the receiving stream above 83°F, or, in any case, raise the temperature of the receiving stream by more than 4°F beyond the permitted zone of influence. The incremental temperature increase in coastal and marine waters is limited to 1.5°F during the period including July, August and September.

#### SECTION 5: SPECIFIC EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

- (A) The discharge(s) shall not exceed and shall otherwise conform to the specific terms and conditions listed in this permit. The discharge is restricted by, and shall be monitored in accordance with Tables A through H incorporated in this permit as Attachment 1.
- (B) The Permittee shall monitor the performance of the treatment process in accordance with the Monthly Operating Report (MOR) incorporated in this permit as Attachment 2.

**SECTION 6: SAMPLE COLLECTION, HANDLING and ANALYTICAL TECHNIQUES**

**(A) Chemical Analysis**

- (1) Chemical analyses to determine compliance with effluent limits and conditions established in this permit shall be performed using the methods approved pursuant to the Code of Federal Regulations, Part 136 of Title 40 (40 CFR 136) unless an alternative method has been approved in writing pursuant to 40 CFR 136.4 or as provided in Section 22a-430-3-(j)(7) of the RCSA. Chemicals which do not have methods of analysis defined in 40 CFR 136 or the RCSA shall be analyzed in accordance with methods specified in this permit.
- (2) All metals analyses identified in this permit shall refer to analyses for Total Recoverable Metal, as defined in 40 CFR 136 unless otherwise specified.
- (3) Grab samples shall be taken during the period of the day when the peak hourly flow is normally experienced.
- (4) Samples collected for bacteriological examination shall be collected between the hours of 11 a.m. and 3 p.m. or at that time of day when the peak hourly flow is normally experienced.
- (5) The Minimum Levels specified below represent the concentrations at which quantification must be achieved and verified during the chemical analyses for the parameters identified in Attachment 1, Tables A and C. Analyses for these parameters must include check standards within ten percent of the specified Minimum Level or calibration points equal to or less than the specified Minimum Level.

<u>Parameter</u>	<u>Minimum Level</u>
Arsenic, Total	0.005 mg/l
Beryllium, Total	0.001 mg/l
Cyanide, Total	0.010 mg/l
Mercury, Total	0.0002 mg/l
Thallium, Total	0.005 mg/l

- (6) The value of each parameter for which monitoring is required under this permit shall be reported to the maximum level of accuracy and precision possible consistent with the requirements of this Section of the permit.
- (7) Effluent analyses for which quantification was verified during the analysis at or below the minimum levels specified in this Section and which indicate that a parameter was not detected shall be reported as "less than x" where 'x' is the numerical value equivalent to the analytical method detection limit for that analysis.
- (8) Results of effluent analyses which indicate that a parameter was not present at a concentration greater than or equal to the Minimum Level specified for that analysis shall be considered equivalent to zero (0.0) for purposes of determining compliance with effluent limitations or conditions specified in this permit.

**(B) Acute Aquatic Toxicity Test**

- (1) Samples for monitoring of Acute Aquatic Toxicity shall be collected and handled as prescribed in "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA-821-R-02-012).
  - (a) Composite samples shall be chilled as they are collected. Grab samples shall be chilled immediately following collection. Samples shall be held at 0 - 6°C until Acute Aquatic Toxicity testing is initiated.
  - (b) Effluent samples shall not be dechlorinated, filtered, or modified in any way, prior to testing for Acute Aquatic Toxicity unless specifically approved in writing by the Commissioner for monitoring at this facility. Facilities with effluent dechlorination and/or filtration designed as part of the treatment process are not required to obtain approval from the Commissioner.
  - (c) Samples shall be taken at the final effluent for Acute Aquatic Toxicity unless otherwise approved in writing by the Commissioner for monitoring at this facility.
  - (d) Chemical analyses of the parameters identified in Attachment 1, Table C shall be conducted on an aliquot of the same sample tested for Acute Aquatic Toxicity.

- (i) At a minimum, pH, salinity, total alkalinity, total hardness, and total residual chlorine shall be measured in the effluent sample and, during Acute Aquatic Toxicity tests, in the highest concentration of the test and in the dilution (control) water at the beginning of the test and at test termination. If total residual chlorine is not detected at test initiation, it does not need to be measured at test termination. Dissolved oxygen, pH, and temperature shall be measured in the control and all test concentrations at the beginning of the test, daily thereafter, and at test termination. Salinity shall be measured in each test concentration at the beginning of the test and at test termination.
- (e) Tests for Acute Aquatic Toxicity shall be initiated within 36 hours of sample collection.
- (2) Monitoring for Acute Aquatic Toxicity to determine compliance with the permit condition on Acute Aquatic Toxicity (invertebrate) shall be conducted for 48 hours utilizing neonatal (less than 24 hours old) *Daphnia pulex*.
- (3) Monitoring for Acute Aquatic Toxicity to determine compliance with the permit condition on Acute Aquatic Toxicity (vertebrate) shall be conducted for 48 hours utilizing larval (1 to 14-day old with no more than 24 hours range in age) *Pimephales promelas*.
- (4) Tests for Acute Aquatic Toxicity shall be conducted as prescribed for static non-renewal acute tests in "Methods for measuring the Acute Aquatic Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA/821-R-02-012), except as specified below.
  - (a) For Acute Aquatic Toxicity limits, and for monitoring only conditions, expressed as a NOAEL value, Pass/Fail (single concentration) tests shall be conducted at a specified Critical Test Concentration (CTC) equal to the Aquatic Toxicity limit, (100% in the case of monitoring only conditions), as prescribed in Section 22a-430-3(j)(7)(A)(i) of the RCSA.
  - (b) Organisms shall not be fed during the tests.
  - (c) Synthetic freshwater prepared with deionized water adjusted to a hardness of 50±5 mg/L as CaCO<sub>3</sub> shall be used as dilution water in the tests.
  - (d) Copper nitrate shall be used as the reference toxicant.
- (5) For monitoring only conditions, toxicity shall be demonstrated when the results of a valid pass/fail Acute Aquatic Toxicity indicates less than 90% survival in the effluent at the CTC (100%).

#### SECTION 7: RECORDING AND REPORTING REQUIREMENTS

- (A) The results of chemical analyses and any aquatic toxicity test required above in Section 5 and the referenced Attachment 1 shall be entered on the Discharge Monitoring Report (DMR) and reported to the Bureau of Water Protection and Land Reuse. The report shall also include a detailed explanation of any violations of the limitations specified. The DMR must be received at the following address by the 15<sup>th</sup> day of the month following the month in which samples are collected.
 

ATTN: Municipal Wastewater Monitoring Coordinator  
 Connecticut Department of Energy and Environmental Protection  
 Bureau of Water Protection and Land Reuse, Planning and Standards Division  
 79 Elm Street  
 Hartford, Connecticut 06106-5127
- (1) For composite samples, from other than automatic samplers, the instantaneous flow and the time of each aliquot sample collection shall be recorded and maintained at the POTW.
- (B) Complete and accurate test data, including percent survival of test organisms in each replicate test chamber, LC<sub>50</sub> values and 95% confidence intervals for definitive test protocols, and all supporting chemical/physical measurements performed in association with any aquatic toxicity test, shall be entered on the Aquatic Toxicity Monitoring Report form (ATMR) and sent to the Bureau of Water Protection and Land Reuse at the address specified above in Section 7 (A) of this permit by the 15<sup>th</sup> day of the month following the month in which samples are collected.
- (C) The results of the process monitoring required above in Section 5 shall be entered on the Monthly Operating Report (MOR) form, included herein as Attachment 2, and reported to the Bureau of Water Protection and Land Reuse. The MOR report shall also be accompanied by a detailed explanation of any violations of the limitations specified. The MOR, must be received at the address specified above in Section 7 (A) of this permit by the 15<sup>th</sup> day of the month following the month in which the data and samples are collected.

(D) NetDMR Reporting Requirements

- (1) Unless otherwise approved in writing by the Commissioner, no later than one-hundred and twenty (120) days after the issuance of this permit, the Permittee shall begin reporting to the Department electronically using NetDMR, a web-based tool that allows Permittee to electronically submit discharge monitoring reports (DMRs) and other required reports through a secure internet connection. Specific requirements regarding subscription to NetDMR and submittal of data and reports in hard copy form and for submittal using NetDMR are described below:

(a) NetDMR Subscriber Agreement

On or before fifteen (15) days after the issuance of this permit, the Permittee and/or the person authorized to sign the Permittee discharge monitoring reports ("Signatory Authority") as described in RCSA Section 22a-430-3(b)(2) shall contact the Department and initiate the subscription process for electronic submission of Discharge Monitoring Report (DMR) information. On or before ninety (90) days after issuance of this permit the Permittee shall submit a signed and notarized copy of the *Connecticut DEP NetDMR Subscriber Agreement* to the Department.

(b) Submittal of Reports Using NetDMR

Unless otherwise approved by the Commissioner, on or before one-hundred and twenty (120) days after issuance of this permit, the Permittee and/or the Signatory Authority shall electronically submit DMRs and reports required under this permit to the Department using NetDMR in satisfaction of the DMR submission requirement of this permit. DMRs shall be submitted electronically to the Department no later than the 15th day of the month following the completed reporting period.

(c) Submittal of NetDMR Opt-Out Requests

If the Permittee is able to demonstrate a reasonable basis, such as technical or administrative infeasibility, that precludes the use of NetDMR for electronically submitting DMRs and reports, the Commissioner may approve the submission of DMRs and other required reports in hard copy form ("opt-out request"). Opt-out requests must be submitted in writing to the Department for written approval on or before fifteen (15) days prior to the date a Permittee would be required under this permit to begin filing DMRs and other reports using NetDMR. This demonstration shall be valid for twelve (12) months from the date of the Department's approval and shall thereupon expire. At such time, DMRs and reports shall be submitted electronically to the Department using NetDMR unless the Permittee submits a renewed opt-out request and such request is approved by the Department.

All opt-out requests and requests for the NetDMR subscriber form should be sent to the following address:

Attn: NetDMR Coordinator  
Connecticut Department of Energy and Environmental Protection  
Water Permitting and Enforcement Division – 2<sup>nd</sup> Floor  
79 Elm Street  
Hartford, CT 06106-5127

**SECTION 8: RECORDING AND REPORTING OF VIOLATIONS, ADDITIONAL TESTING REQUIREMENTS, BYPASSES, MECHANICAL FAILURES, AND MONITORING EQUIPMENT FAILURES**

- (A) If any Acute Aquatic Toxicity sample analysis indicates toxicity, or that the test was invalid, an additional sample of the effluent shall be collected and tested for Acute Aquatic Toxicity and associated chemical parameters, as described above in Section 5 and Section 6, and the results reported to the Bureau of Water Protection and Land Reuse (Attn: Aquatic Toxicity) via the ATMR form (see Section 7 (B)) within 30 days of the previous test. These test results shall also be reported on the next month's DMR report pursuant to Section 7 (A). The results of all toxicity tests and associated chemical parameters, valid and invalid, shall be reported.
- (B) If any two consecutive Acute Aquatic Toxicity test results or any three Acute Aquatic Toxicity test results in a twelve month period indicates toxicity, the Permittee shall immediately take all reasonable steps to eliminate toxicity wherever possible and shall submit a report, to the Bureau of Water Protection and Land Reuse (Attn: Aquatic Toxicity), for the review and written approval of the Commissioner in accordance with Section 22a-430-3(j)(10)(c) of the RCSA describing proposed steps to eliminate the toxic impact of the discharge on the receiving water body. Such a report shall include a proposed time schedule to accomplish toxicity reduction and the Permittee shall comply with any schedule approved by the Commissioner.
- (C) Section 22a-430-3(k) of the RCSA shall apply in all instances of bypass including a bypass of the treatment plant or a component of the sewage collection system planned during required maintenance. The Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section (860) 424-3704, the Department of Public Health,

Water Supply Section (860) 509-7333 and Recreation Section (860) 509-7297, and the local Director of Health shall be notified within 2 hours of the Permittee learning of the event by telephone during normal business hours. If the discharge or bypass occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday), notification shall be made within 2 hours of the Permittee learning of the event to the Emergency Response Unit at (860) 424-3338 and the Department of Public Health at (860) 509-8000. A written report shall be submitted to the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section within five days of the Permittee learning of each occurrence, or potential occurrence, of a discharge or bypass of untreated or partially treated sewage.

The written report shall contain:

- (i) The nature and cause of the bypass, permit violation, treatment component failure, and/or equipment failure,
- (ii) the time the incident occurred and the anticipated time which it is expected to continue or, if the condition has been corrected, the duration,
- (iii) the estimated volume of the bypass or discharge of partially treated or raw sewage,
- (iv) the steps being taken to reduce or minimize the effect on the receiving waters, and
- (v) the steps that will be taken to prevent reoccurrence of the condition in the future.


For treatment plants south of Interstate 95 and any other plants which may impact shellfishing areas the Department of Agriculture/Aquaculture Division must also be notified within 2 hours of the Permittee learning of the event by telephone at (203) 874-0696 and in writing within 72 hours of each occurrence of an emergency diversion or by-pass of untreated or partially treated sewage and a copy of the written report should be sent to:

State of Connecticut  
Department of Agriculture/Aquaculture Division  
P.O. Box 97  
Milford, Connecticut 06460

- (D) Section 22a-430-3(j) 11 (D) of the RCSA shall apply in the event of any noncompliance with a maximum daily limit and/or any noncompliance that is greater than two times any permit limit. The Permittee shall notify in the same manner as in paragraph C of this Section, the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse Planning and Standards Division, Municipal Facilities Section except, if the noncompliance occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday) the Permittee may wait to make the verbal report until 10:30 am of the next business day after learning of the noncompliance.
- (E) Section 22a-430-3(j) 8 of the RCSA shall apply in all instances of monitoring equipment failures that prevent meeting the requirements in this permit. In the event of any such failure of the monitoring equipment including, but not limited to, loss of refrigeration for an auto-sampler or lab refrigerator or loss of flow proportion sampling ability, the Permittee shall notify in the same manner as in paragraph C of this Section, the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section except, if the failure occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday) the Permittee may wait to make the verbal report until 10:30 am of the next business day after learning of the failure.
- (F) In addition to the reporting requirements contained in Section 22a-430-3(i), (j), and (k) of the Regulations of Connecticut State Agencies, the Permittee shall notify in the same manner as in paragraph C of this Section, the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse, Planning and Standards Division, Municipal Facilities Section concerning the failure of any major component of the treatment facilities which the Permittee may have reason to believe would result in an effluent violation.

This permit is hereby issued on

11/2/15

  
Betsy Wingfield  
Bureau Chief

Bureau of Water Protection and Land Reuse

I CERTIFY THAT THIS DOCUMENT  
IS A TRUE COPY OF THE ORIGINAL.

NAME Theresa Iacone

TITLE Processing Tech

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER MANAGEMENT



# ATTACHMENT 1

Tables A through H

**TABLE A**

Discharge Serial Number (DSN): 001-1						Monitoring Location: 1				
Wastewater Description: Sanitary Sewage										
Monitoring Location Description: Final Effluent										
Allocated Zone of Influence (ZOI): 1375cfs						In-stream Waste Concentration (IWC): 1% (allocated)				
PARAMETER	Units	FLOW/TIME BASED MONITORING				INSTANTANEOUS MONITORING			REPORT FORM	Minimum Level Analysis See Section 6
		Average Monthly Limit	Maximum Daily Limit	Sample Freq.	Sample type	Instantaneous Limit or Required Range <sup>3</sup>	Sample Freq.	Sample Type		
Alkalinity	mg/l	NA	NA	NR	NA	---	Monthly	Grab	MOR	
Biochemical Oxygen Demand (5 day) <sup>1</sup> See remark D	mg/l	30mg/l	50mg/l	3/week	Daily Composite	NA	NR	NA	DMR/MOR	
Fecal coliform	Colonies per 100 ml	NA	NA	NR	NA	see remark (B) below	3/week	Grab	DMR/MOR	
Fecal coliform	Percent of samples exceeding 260 colonies per 100 ml	NA	NA	NR	NA	≤10	3/week	Grab	DMR/MOR	
Enterococci see remark (C) below	Colonies per 100 ml	NA	NA	NR	NA	500	3/week	Grab	DMR/MOR	
Flow	MGD	---	---	Continuous <sup>2</sup>	Average Daily Flow	NA	NR	NA	DMR/MOR	
Nitrogen, Ammonia (total as N)	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Nitrate (total as N)	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Nitrite (total as N)	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Total Kjeldahl	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Total	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Nitrogen, Total	lbs/day	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Oxygen, Dissolved	mg/l	NA	NA	NR	NA	---	Work Day	Grab	MOR	
pH	S.U.	NA	NA	NR	NA	6 - 9	Work Day	Grab	DMR/MOR	
Phosphate, Ortho	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	MOR	
Phosphorus, Total	mg/l	NA	---	Monthly	Daily Composite	NA	NR	NA	DMR/MOR	



Solids, Settleable	m/l	NA	NA	NR	NA	---	Work Day	Grab	MOR	
Solids, Total Suspended <sup>1</sup> See remark D	mg/l	30mg/l	50mg/l	3/week	Daily Composite	NA	NA	NA	DMR/MOR	
Temperature	°F	NA	NA	NR	NA	---	Work Day	Grab	MOR	
Turbidity	NTU	NA	NA	NR	NA	---	Work Day	Grab	MOR	
UV Dose See remark A	mW <sub>s</sub> /cm <sup>2</sup>	NA	NA	NR	NA	≥24.0	4/Work Day	Grab	DMR/MOR	
UV Intensity See remark A	mW/cm <sup>2</sup>	NA	NA	NR	NA	≥6.10	4/Work Day	Grab	DMR/MOR	

**TABLE A – CONDITIONS**

**Footnotes:**

<sup>1</sup> The discharge shall not exceed an average monthly 30 mg/l or a maximum daily 50 mg/l.

<sup>2</sup> The Permittee shall record and report on the monthly operating report the minimum, maximum and total flow for each day of discharge and the average daily flow for each sampling month. The Permittee shall report, on the discharge monitoring report, the average daily flow and maximum daily flow for each sampling month.

<sup>3</sup> The instantaneous limits in this column are maximum limits except for UV Dose and UV Intensity which are minimum limits.

**Remarks:**

(A) Ultraviolet disinfection shall be utilized year-round.

(B) The geometric mean of the Fecal coliform bacteria values for the effluent samples collected in a period of a calendar month shall not exceed 88 per 100 milliliters.

(C) The geometric mean of the Enterococci bacteria values for the effluent samples collected in a period of a calendar month shall not exceed 35 per 100 milliliters.

(D) The Average Weekly discharge Limitation for BOD<sub>5</sub> and Total Suspended Solids shall be 1.5 times the Average Monthly Limit listed above.

**TABLE B**

Discharge Serial Number (DSN): <b>001-1</b>		Monitoring Location: <b>K</b>			
Wastewater Description: <b>Sanitary Sewage</b>					
Monitoring Location Description: <b>Final Effluent</b>					
Allocated Zone of Influence (ZOI): <b>1375 cfs</b>			In-stream Waste Concentration (IWC): <b>1% (allocated)</b>		
PARAMETER	Units	FLOW/TIME BASED MONITORING			REPORT FORM
		Average Monthly Minimum	Sample Freq.	Sample type	
Biochemical Oxygen Demand (5 day) Percent Removal <sup>1</sup>	% of Influent	85	3/week	Calculated <sup>2</sup>	DMR/MOR
Solids, Total Suspended Percent Removal <sup>1</sup>	% of Influent	85	3/week	Calculated <sup>2</sup>	DMR/MOR
<b>TABLE B – CONDITIONS</b>					
<b>Footnotes:</b>					
<sup>1</sup> The discharge shall be less than or equal to 15% of the average monthly influent BOD <sub>5</sub> and total suspended solids (Table E, Monitoring Location G).					
<sup>2</sup> Calculated based on the average monthly results described in Table A. Removal efficiency = $\frac{\text{Inf. BOD or TSS} - \text{Effluent BOD or TSS}}{\text{Inf. BOD or TSS}} \times 100$					

**TABLE C**

Discharge Serial Number (DSN): 001-1			Monitoring Location: T			
Wastewater Description: Sanitary Sewage						
Monitoring Location Description: Final Effluent						
Allocated Zone of Influence (ZOI): 1375 cfs			In-stream Waste Concentration (TWC): . 1% (allocated)			
PARAMETER	Units	Maximum Daily Limit	Sampling Frequency	Sample Type	Reporting form	Minimum Level Analysis See Section 6
Aluminum, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Antimony, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
NOAEL Static 48Hr Acute D. Pulex <sup>1</sup>	% survival	-----	Quarterly	Daily Composite	ATMR/DMR	
NOAEL Static 48Hr Acute Pimephales promelas <sup>1</sup>	% survival	-----	Quarterly	Daily Composite	ATMR/DMR	
Arsenic, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Beryllium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
BOD <sub>5</sub>	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Cadmium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Chromium, Hexavalent	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Chromium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Chlorine, Total Residual	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Copper, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Cyanide, Amenable	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Cyanide, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Iron, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Lead, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Mercury, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Nickel, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Nitrogen, Ammonia (total as N)	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Nitrogen, Nitrate, (total as N)	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Nitrogen, Nitrite, (total as N)	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Phosphorus, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Phenols, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Selenium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Silver, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Suspended Solids, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
Thallium, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	*
Zinc, Total	mg/l	-----	Quarterly	Daily Composite	ATMR/DMR	
<b>TABLE C - CONDITIONS</b>						
Remarks: <sup>1</sup> The results of the Toxicity Tests are recorded in % survival. The Permittee shall report % survival on the DMR based on criteria in Section 6(B) of this permit.						
ATMR – Aquatic Toxicity Monitoring Report						

**TABLE D**

Discharge Serial Number: 001-1		Monitoring Location: N		
Wastewater Description: Activated Sludge				
Monitoring Location Description: Each Aeration Unit				
PARAMETER	REPORTING FORMAT	INSTANTANEOUS MONITORING		REPORTING FORM
		Sample Frequency	Sample Type	
Oxygen, Dissolved	High & low for each WorkDay	4/WorkDay	Grab	MOR
Sludge Volume Index	WorkDay	WorkDay	Grab	MOR
Mixed Liquor Suspended Solids	WorkDay	WorkDay	Grab	MOR

**TABLE E**

Discharge Serial Number: 001-1			Monitoring Location: G				
Wastewater Description: Sanitary Sewage							
Monitoring Location Description: Influent							
PARAMETER	Units	DMR REPORTING FORMAT	FLOW/TIME BASED MONITORING		INSTANTANEOUS MONITORING		REPORTING FORM
			Sample Frequency	Sample Type	Sample Frequency	Sample Type	
Biochemical Oxygen Demand (5 day)	mg/l	Monthly-average	3/Week	Daily Composite	NA	NA	DMR/MOR
Nitrogen, Ammonia (total as N)	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Nitrate (total as N)	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Nitrite (total as N)	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Total Kjeldahl	mg/l		Monthly	Daily Composite	NA	NA	MOR
Nitrogen, Total	mg/l		Monthly	Daily Composite	NA	NA	MOR
Phosphate, Ortho	mg/l		Monthly	Daily Composite	NA	NA	MOR
Phosphorus, Total	mg/l		Monthly	Daily Composite	NA	NA	MOR
pH	S.U.		NA	NA	Work Day	Grab	MOR
Solids, Total Suspended	mg/l	Monthly average	3/Week	Daily Composite	NA	NA	DMR/MOR
Temperature	°F		NA	NA	Work Day	Grab	MOR

**TABLE F**

Discharge Serial Number: 001-1				Monitoring Location: P			
Wastewater Description: Primary Effluent							
Monitoring Location Description: Primary Sedimentation Basin Effluent							
PARAMETER	Units	REPORTING FORMAT	TIME/FLOW BASED MONITORING		INSTANTANEOUS MONITORING		REPORTING FORM
			Sample Frequency	Sample Type	Sample Frequency	Sample type	
Alkalinity, Total	mg/l		NA	NA	Monthly	Grab	MOR
Biochemical Oxygen Demand (5 day)	mg/l	Monthly average	Weekly	Composite	NA	NA	MOR
Nitrogen, Ammonia (total as N)	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Nitrate (total as N)	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Nitrite (total as N)	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Total Kjeldahl	mg/l		Monthly	Composite	NA	NA	MOR
Nitrogen, Total	mg/l		Monthly	Composite	NA	NA	MOR
pH	S.U.		NA	NA	Monthly	Grab	MOR
Solids, Total Suspended	mg/l	Monthly average	Weekly	Composite	NA	NA	MOR

**TABLE G**

Discharge Serial Number: 001-1		Monitoring Location: SL	
Wastewater Description: <b>Digester Sludge</b>			
Monitoring Location Description: <b>At sludge draw off</b>			
PARAMETER	INSTANTANEOUS MONITORING		REPORTING FORM
	Units	Grab Sample Freq.	
Arsenic, Total	mg/kg	Bi-monthly	DMR
Beryllium, Total	mg/kg	Bi-monthly	DMR
Cadmium, Total	mg/kg	Bi-monthly	DMR
Chromium, Total	mg/kg	Bi-monthly	DMR
Copper, Total	mg/kg	Bi-monthly	DMR
Lead, Total	mg/kg	Bi-monthly	DMR
Mercury, Total	mg/kg	Bi-monthly	DMR
Nickel, Total	mg/kg	Bi-monthly	DMR
Nitrogen, Ammonia *	mg/kg	Bi-monthly	DMR*
Nitrogen, Nitrate (total as N) *	mg/kg	Bi-monthly	DMR*
Nitrogen, Organic *	mg/kg	Bi-monthly	DMR*
Nitrogen, Nitrite (total as N) *	mg/kg	Bi-monthly	DMR*
Nitrogen, Total *	mg/kg	Bi-monthly	DMR*
pH *	S.U.	Bi-monthly	DMR*
Polychlorinated Biphenyls	mg/kg	Bi-monthly	DMR
Solids, Fixed	%	Bi-monthly	DMR
Solids, Total	%	Bi-monthly	DMR
Solids, Volatile	%	Bi-monthly	DMR
Zinc, Total	mg/kg	Bi-monthly	DMR
<p><b>(*) required for composting or land application only</b>            Testing for inorganic pollutants shall follow "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846 as updated and/or revised.</p>			

**TABLE H**

Discharge Serial Number: 001-1	Monitoring Location: L		
Wastewater Description: Digested sludge			
Monitoring Location Description: Each Anaerobic Digestion Unit			
PARAMETER	INSTANTANEOUS MONITORING		REPORTING FORM
	Sample Frequency	Sample Type	
Temperature	Weekly	Grab	MOR
Alkalinity	Weekly	Grab	MOR
Volatile Acids	Weekly	Grab	MOR
pH	Weekly	Grab	MOR

ATTACHMENT 2  
MONTHLY OPERATING REPORT FORM



# DATA TRACKING AND TECHNICAL FACT SHEET

Permittee: Town of Fairfield

## PERMIT, ADDRESS, AND FACILITY DATA

PERMIT #: CT0101044 APPLICATION #: 201004890 FACILITY ID. 051-001

<u>Mailing Address:</u> Street: 725 Old Post Road City: Fairfield ST: CT Zip: 06824 Contact Name: William Norton Phone No.: (203) 256-3140	<u>Location Address:</u> Street: 330 One Rod Highway City: Fairfield ST: CT Zip: 06824 Contact Name: William Norton Phone No.: (203) 256-3140 DMR Contact email address: wnorton@fairfieldct.org
--	--

## PERMIT INFORMATION

DURATION 5 YEAR X 10 YEAR \_\_\_ 30 YEAR \_\_\_

TYPE New \_\_\_ Reissuance X Modification \_\_\_

CATEGORIZATION POINT (X) NON-POINT ( ) GIS #

NPDES (X) PRETREAT ( ) GROUND WATER(UIC) ( ) GROUND WATER (OTHER) ( )

NPDES MAJOR(MA) X

NPDES SIGNIFICANT MINOR or PRETREAT SIU (SI) \_\_\_

NPDES or PRETREATMENT MINOR (MI) \_\_\_

COMPLIANCE SCHEDULE YES \_\_\_ NO X

POLLUTION PREVENTION \_\_\_ TREATMENT REQUIREMENT \_\_\_

WATER QUALITY REQUIREMENT \_\_\_ OTHER \_\_\_

## OWNERSHIP CODE

Private \_\_\_ Federal \_\_\_ State \_\_\_ Municipal (town only) X Other public \_\_\_

DEP STAFF ENGINEER Ann Straut DATE DRAFTED: 08/25/2015

## PERMIT FEES

Discharge Code	DSN Number	Annual Fee
111000e	001-1	\$2,682.50

## FOR NPDES DISCHARGES

Drainage Basin Code: 005 Water Quality Classification Goal: SA Segment: Long Island Sound 120

## NATURE OF BUSINESS GENERATING DISCHARGE

*Municipal Sanitary Sewage Treatment*

## PROCESS AND TREATMENT DESCRIPTION (by DSN)

*Secondary Biological Treatment and UV Disinfection*

## RESOURCES USED TO DRAFT PERMIT

X Federal Effluent Limitation Guideline 40CFR 133 \_\_\_\_\_ Secondary Treatment Category

\_\_\_ Performance Standards

- Federal Development Document  
name of category
- Department File Information
- Connecticut Water Quality Standards
- Anti-degradation Policy
- Coastal Management Consistency Review Form
- Other - Explain

#### **BASIS FOR LIMITATIONS, STANDARDS OR CONDITIONS**

- Secondary Treatment (Section 22a-430-4(r) of the Regulations of Connecticut State Agencies)
- Case-by-Case Determination (See Other Comments)
- In order to meet in-stream water quality (See General Comments)
- Anti-degradation policy

#### **GENERAL COMMENTS**

The Town of Fairfield ("Fairfield") operates a municipal water pollution control facility ("the facility") located at 330 One Rod Highway, Fairfield. The facility is designed to treat and discharge up to 9.0 million gallons a day of effluent into the Long Island Sound. The facility currently uses secondary treatment with denitrification and UV disinfection to treat effluent before being discharged. Pursuant to Conn. Gen. Stat. § 22a-430, the Department of Energy and Environmental Protection has issued Fairfield a permit for the discharge from this facility. Fairfield has submitted an application to renew its permit. The Department has made a tentative determination to approve Fairfield's application and has prepared a draft permit consistent with that determination.

The most significant changes from the current permit are the inclusion of revised bacteria monitoring requirements (fecal coliform and enterococci), Aluminum monitoring to be consistent with the most recent CT Water Quality Standards and Iron monitoring to be consistent with EPA's National Recommended Water Quality Criteria.

#### **SPECIFIC REQUIREMENTS OR REVISIONS**

The Department reviewed the application for consistency with Connecticut's Water Quality Standards and determined that with the limits in the draft permit, including those discussed below, that the draft permit is consistent with maintenance and protection of water quality in accordance with the Tier I Anti-degradation Evaluation and Implementation Review provisions of such Standards.

The need for inclusion of water quality based discharge limitations in this permit was evaluated consistent with Connecticut Water Quality Standards and criteria, pursuant to 40 CFR 122.44(d). Discharge monitoring data was evaluated for consistency with the available aquatic life criteria (acute and chronic) and human health (fish consumption only) criteria, considering the zone of influence allocated to the facility where appropriate. In addition to this review, the statistical procedures outlined in the EPA Technical Support Document for Water Quality-based Toxics Control (EPA/505/2-90-001) were employed to calculate the need for such limits. Comparison of the attached monitoring data and its inherent variability with the calculated water quality based limits indicates a low statistical probability of exceeding such limits. Therefore, no water quality based limits were included in the permit at this time.

#### **WATER QUALITY LIMIT CALCULATIONS**

See attached

# Fairfield WPCF

Discharger: Fairfield WPCF			by: StrautA, 8/18/2015, 09:58		
Receiving Water: Long Island Sound			CURRENT CONDITIONS		
Design Flow:	9.000	MGD	Avg. Flow:	8.590	MGD
Allocated ZOI:	1375.00	CFS	Max. Flow:	12.400	MGD
Samples/Month:	4		IWC:	1.00	%

## WQB Limits - Saltwater

Compound	C.V.	AML ug/l	MDL ug/l	AML kg/d	MDL kg/d	LIMIT? ML?
Aluminum	0.6	7.11E+03	1.43E+04	2.42E+02	4.86E+02	
Ammonia	0.5	6.33E+04	1.17E+05	2.16E+03	3.98E+03	
Antimony	1.7	2.79E+04	8.31E+04	9.52E+02	2.83E+03	
Arsenic	1.4	2.10E-02	5.95E-02	7.16E-04	2.03E-03	ML
Beryllium	0.5	1.30E+01	2.39E+01	4.42E-01	8.16E-01	
Cadmium	1.3	5.86E+02	1.62E+03	2.00E+01	5.53E+01	
Chlorine	0.6	6.13E+02	1.23E+03	2.09E+01	4.19E+01	
Chromium (hex)	0.1	4.82E+03	5.58E+03	1.64E+02	1.90E+02	
Chromium (tri)	2.3	1.01E+08	3.17E+08	3.43E+06	1.08E+07	
Copper	1.1	3.37E+02	8.82E+02	1.15E+01	3.01E+01	
Cyanide (amen)	0.8	4.35E+01	9.97E+01	1.48E+00	3.40E+00	ML
Lead	0.9	6.03E+02	1.46E+03	2.06E+01	4.96E+01	
Mercury	0.2	5.09E+00	6.74E+00	1.73E-01	2.30E-01	
Nickel	1.6	5.07E+02	1.49E+03	1.73E+01	5.07E+01	
Phenol	0.4	8.58E+07	1.44E+08	2.92E+06	4.90E+06	
Selenium	0.2	6.62E+03	8.77E+03	2.26E+02	2.99E+02	
Silver	0.9	7.85E+01	1.90E+02	2.68E+00	6.46E+00	
Thallium	1.4	4.69E+01	1.33E+02	1.60E+00	4.53E+00	ML
Zinc	0.4	7.84E+03	1.31E+04	2.67E+02	4.48E+02	

## Current Conditions

Compound	# DETECTS	AMC ug/l	MMC ug/l	AMM kg/d	MMM kg/d
Aluminum				0.00E+00	0.00E+00
Ammonia	19	2.43E+03	5.70E+03	7.91E+01	2.68E+02
Antimony	3	6.30E+00	5.00E+01	2.05E-01	2.35E+00
Arsenic	0	7.30E+00	5.00E+01	2.38E-01	2.35E+00
Beryllium	0	8.10E+00	1.00E+01	2.64E-01	4.70E-01
Cadmium	0	3.10E+00	2.00E+01	1.01E-01	9.39E-01
Chlorine					
Chromium (hex)	0	4.84E+01	5.00E+01	1.57E+00	2.35E+00
Chromium (tri)	1	5.00E+00	5.00E+01	1.63E-01	2.35E+00
Copper	18	1.73E+01	9.00E+01	5.63E-01	4.23E+00
Cyanide (amen)	0	1.21E+01	5.00E+01	3.94E-01	2.35E+00
Lead	4	2.80E+00	1.30E+01	9.11E-02	6.11E-01
Mercury	1	2.00E-01	4.00E-01	6.51E-03	1.88E-02
Nickel	15	1.02E+01	5.10E+01	3.32E-01	2.40E+00
Phenol	7	3.07E+01	5.40E+01	9.99E-01	2.54E+00
Selenium	0	5.30E+00	1.00E+01	1.72E-01	4.70E-01
Silver	1	2.70E+00	1.20E+01	8.79E-02	5.64E-01
Thallium	0	7.40E+00	5.00E+01	2.41E-01	2.35E+00
Zinc	19	6.06E+01	8.90E+01	1.97E+00	4.18E+00

Final WQB Limits

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<u>AML (kg/d)</u>	<u>MDL (kg/d)</u>
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Interim WQB Limits

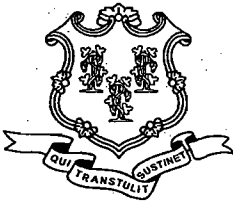
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<u>AML (kg/d)</u>	<u>MDL (kg/d)</u>
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Minimum Levels

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Arsenic	0.005 mg/L
Cyanide (amen)	0.010 mg/L
Thallium	0.005 mg/L



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



5

File  
Stormwater phase II

July 9, 2008

RECEIVED

RE: Industrial Stormwater General Permit Monitoring Requirements

JUL 11 2008

Dear Permittee:

DIRECTOR OF PUBLIC WORKS

Our records indicate that your facility(ies) is registered under the General Permit for the Discharge of Stormwater Associated with Industrial Activities, issued October 1, 2007, and may employ 25 employees or less statewide or is operated by a municipality.

With the stormwater permit reissuance last fall, all state and municipally owned facilities or facilities with less than 25 employees must sample all required monitoring locations at least once before October 1, 2008.

If all your 2007-2008 monitoring results are below the performance criteria listed in the table that follows, and the samples were collected and tested following all protocols listed in the permit, no additional monitoring is required from your facility for the remainder of the permit. If, however, the results for any parameter are above the performance criteria, you will need to monitor for all parameters again during the 2008-2009 monitoring year.

<u>Parameter</u>	<u>Performance Criteria</u>
Oil & Grease	5 mg/L
Chemical Oxygen Demand	75 mg/L
Total Suspended Solids	100 mg/L
Total Phosphorous	0.5 mg/L
Total Kjeldahl Nitrogen	2.5 mg/L
Nitrate	1.5 mg/L
Copper	0.10 mg/L
Zinc	0.50 mg/L
Lead	0.05 mg/L
Aquatic Toxicity (48 hr LC <sub>50</sub> )	>=50%

If your facility currently employees more than 25 employees statewide, monitoring is required *annually*. If you have any questions regarding your monitoring responsibilities or your results, please contact Carol Papp at (860) 424-3908 or the stormwater section at (860) 424-3018.

Sincerely,

Nisha Patel  
Supervising Sanitary Engineer  
Water Permitting and Enforcement Division  
Bureau of Materials Management and Compliance Assurance



## PERMIT TO CONSTRUCT AND OPERATE

**PERMITTEE:** Town of Fairfield  
**FACILITY ADDRESS:** One Rod Highway, Fairfield, CT 06820  
**PERMIT NO.** 05101069 PCO

Pursuant to Section 22a-208a of the Connecticut General Statutes ("CGS") and Section 22a-209-4 of the Regulations of Connecticut State Agencies ("RCSA"), a PERMIT TO CONSTRUCT AND OPERATE IS HEREBY ISSUED by the Commissioner of Energy and Environmental Protection ("Commissioner") to Town of Fairfield ("Permittee") to construct and operate a solid waste Volume Reduction Plant for a Clean Wood Processing ("Facility") located at One Rod Highway, Fairfield, Connecticut.

### A. TERMS AND CONDITIONS

1. This permit is based on and incorporates by reference all documents and specifications submitted as part of Application No. 200402814, including:
  - a. Application form received on November 3, 2004;
  - b. Operation and Management Plan (O&MP) dated February 24, 2005;
  - c. A Site Plan prepared by Laura Ruocco Pulie, P.E., dated May 5, 2006 and revised October 13, 2006; and
  - d. Requests for Additional Information from the DEEP dated: August 15, 2005; August 11, 2006; October 25, 2006; November 14, 2006; December 29, 2009; January 25, 2010; September 16, 2011; and November 22, 2011; and respective responses from the Town of Fairfield.

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

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

"Clean Wood" as defined in Section 22a-208a-1 of the RCSA means any wood which is derived from such products as pallets, skids, spools, packaging materials, bulky wood waste, or scraps from newly built wood products, provided such wood is not treated wood as defined below or demolition wood.

"Commissioner" means the Commissioner of the Department of Energy and Environmental Protection or the Commissioner's duly authorized designee.

"Day" means calendar day.

"Department" means the Department of Energy and Environmental Protection.

“Designated Recyclable Item” pursuant to CGS Section 22a-207(27) means an item designated for recycling by the Commissioner in regulations adopted pursuant to subsection (a) of section 22a-241b, or designated for recycling pursuant to CGS section 22a-256a or 22a-208v.

“Final Products” means processed solid wastes, which are ultimately delivered to a market or other solid waste facility.

“Mixed Paper” means recyclable solid waste which is a combination of differing grades of source-separated recyclable paper including corrugated cardboard.

“P.E.” means Professional Engineer licensed in the State of Connecticut.

“Processed Wood” means recycled wood which has been processed at a properly permitted volume reduction plant.

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

“Recovered Materials” means processed solid wastes that are ultimately delivered to a market or other permitted recycling or reclamation facility.

“Recycled Wood” means any wood or wood fuel which is derived from such products or processes as pallets, skids, spools, packaging materials, bulky wood waste or scraps from newly built wood products, provided such wood is not treated wood.

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

“Spent mixed batteries” means alkaline, magnesium and zinc-carbon cylindrical batteries, silver oxide, alkaline, and zinc-air button cell batteries and nickel-cadmium, small sealed lead-acid and nickel-metal hydride batteries.

“Treated Wood” as defined in Section 22a-209a(a)(2) of the CGS means wood which contains an adhesive, paint, stain, fire retardant, pesticide or preservative.

3. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited, to Sections 22a-6, 22a-208, 22a-225 and 22a-226 of the CGS.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. To the extent that any term or condition of this permit is deemed to be inconsistent or in conflict, with any term or condition of any permit previously issued for this facility, including any modifications thereto, or with any data or information contained in the application, or any other documents incorporated by reference in this permit, the term or condition of this permit shall control and remain enforceable against the Permittee.

6. The Permittee shall submit for the Commissioner's review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner's judgment, the proposed physical/operational upgrades, improvements and/or minor changes: a. are deemed necessary for a better and more efficient operation of the Facility; b. are not significantly changing the nature of the Facility, or its impact on the environment; and c. does not warrant the issuance of a permit or authorization pursuant to Section 22a-208 of the CGS.

#### **B. AUTHORIZATION TO CONSTRUCT**

1. The Permittee is authorized to construct the Facility in accordance with all applicable law, including this permit. The Facility shall consist of an area for the storage in piles and/or containers of unprocessed/processed clean wood and yard waste (leaves and grass clippings).
2. The Permittee is authorized to construct the Facility for the purposes of processing no more than a total of 125 tons per day (TPD) of waste types specified in Section C. of this permit;
3. The Permittee shall control dust, odors, water discharges and noise resulting from the construction of the Facility at all times to assure compliance with applicable requirements of the RCSA, and any other applicable laws, including OSHA; and
4. The Permittee shall, within sixty (60) days from the completion of the construction, as described in Condition B.1. above, submit a written notification for the Commissioner's review and written approval. Such notification shall include at a minimum:
  - a. P.E. certified statement that the construction of the Facility improvements has been completed as authorized by this permit; and
  - b. P.E. certified as-built drawings.

#### **C. AUTHORIZATION TO OPERATE**

1. The Permittee shall receive and process at the Facility the following types of solid waste: clean wood (unprocessed and processed) and mixed yard waste (grass and leaves). The Permittee shall not exceed the processing and storage limits established by this permit. Solid waste, other than those listed herein, shall not be accepted, processed, treated, stored, transported or disposed of on-site, or otherwise processed at the Facility without prior written approval of the Commissioner.
2. The Permittee is authorized to operate the Facility in accordance with all applicable law, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to operate as follows: Monday through Saturday after 7:00 a.m. or before 5:00 p.m.; plus Nov 1 to Dec 15 Sunday 9 a.m. - 3 p.m.



3. The Permittee shall store and handle solid waste at the Facility only in the designated areas as identified in the drawings referenced in Condition No. A.1., in accordance with, but not limited to the following specifications:

<b>Processing Capacity: 125 tons/day</b>		
<b>Storage Capacity</b>	<b>Volume (cy)</b>	<b>Comments</b>
Mixed yard waste (grass/leaves)	7,900	in containers and/or piles
Unprocessed clean wood	7,100	in piles (brush, logs, branches & stumps)
Processed clean wood (chips)	4,200	in piles
<b>Storage Capacity:</b>	<b>19,200</b>	

- a. **Storage of MSW residue** shall be in a dedicated container with a capacity of ten (10) cubic yards minimum to forty (40) cubic yards maximum. For the purposes of this subsection, MSW residue means any incidental MSW that is inadvertently delivered to the Facility as part of a load. MSW residue shall be placed in the dedicated container as soon as it is discovered. The container shall be located in an area of the Facility that will not interfere with other permitted activities, shall be kept covered at all times except when it is being filled, and shall be removed from the Facility within forty-eight (48) hours of becoming full. The Permittee shall dispose of MSW residue at a permitted MSW volume reduction facility, transfer station, or resources recovery facility.
- b. **Storage and handling of wet (putrescible) MSW** inadvertently received as part of any truck load shall be handled separately, sorted, consolidated, stored, and shipped off-site. Details pertaining to each truck which contains putrescible MSW in excess of two percent (2%) by volume shall be recorded in the daily log, including the name of the delivering hauler, and reported to the Department in the quarterly reports required by this permit.
- c. **Storage of clean wood (brush, land clearing debris, pallets)** shall take place in either container(s) or in piles located on the ground.

Piles of unprocessed clean wood shall: have a minimum of a twenty-five (25) foot emergency access maintained around them; not contain treated wood; be processed/transferred on a first-in/first-out basis; not exceed five thousand eight hundred (5,800) cubic yards and a pile of stumps one thousand three hundred (1,300) cubic yards; and have a maximum height of twenty-five (25) feet.

Piles of processed clean wood chips shall: not exceed two thousand one hundred (2,100) cubic yards; have a maximum height of fifteen (15) feet; be stored on base pads constructed of compacted and well drained material that can support heavy equipment during all seasons; minimize dust and prevent ponding of water; be shaped to allow adequate stormwater run-off; be oriented (for elongated piles) perpendicular to the contours of the ground surface; be located in a clearly marked area equipped with stormwater run-on/run-off controls which comply with all existing permits and/or any applicable stormwater management requirements.

**Wood chipping** activities shall comply with the requirements of Sections 22a-174-18, 22a-174-23 and 22a-174-29 of the RCSA; and shall not generate noise, dust, fumes, smoke, vibrations and odors that exceed background levels thereof at any boundary of the property on which the Facility is located.

- d. Storage of yard waste (leaves and grass clippings)** shall be: in containers or in a designated area; and shall not exceed three thousand three hundred (3,300) cubic yards for waste from residential and four thousand six hundred (4,600) cubic yards for waste from sources other than residential; and transferred from the Facility at least once per week to a lawfully operating composting facility that is registered with or permitted by the Department pursuant to Section 22a-208a of the CGS or Section 22a-208i(a)-1 of the RCSA and is authorized to accept leaves and/or grass clippings, or to a facility in another state operating in accordance with the laws of that state.

4. The Permittee shall:

- a. Store solid waste on-site in conformance with proper fire control measures. Routine maintenance and inspections of all fire control equipment shall be conducted in accordance with manufacturer's specifications.
- b. Ensure that all solid waste accepted at the Facility is properly handled on-site, processed, stored and transported to markets or other solid waste processing or disposal facilities permitted to accept such solid waste.
- c. Ensure that any unacceptable solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: i. promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; ii. recorded and reported in the quarterly report required by Condition No.C.9. of this permit; and iii. disposed at a facility lawfully authorized to accept such waste. No more than ten (10) cubic yards of unacceptable waste shall be stored on-site unless authorized by the Commissioner. A spare container shall be available for any storage emergency.
- d. Ensure that contingent storage of incidental mixed batteries, mercury-containing lamps, mercury-containing equipment, used electronics, thermometers and thermostats classified as universal wastes that is inadvertently delivered to the Facility as part of a load is conducted in accordance with the requirements of the Universal Waste Management Regulations (Sections 22a-449(c)-113 and 22a-209-17 of the RCSA). The storage container(s) shall be located in an area of the Facility that will not interfere with other permitted activities.
- e. Provide expeditious notification regarding any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: i. significantly damaged equipment or structures; ii. interrupts the operation of the Facility for greater than twenty-four (24) hours; iii. results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; iv. could reasonably create a source of pollution to the waters of the state; or v. otherwise threatens public health.

Such notification shall be: i. be immediately conveyed to the Commissioner using the 24-hour emergency response number (860) 424-3338 or the alternate number (860) 424-3333 and in no event later than twenty-four (24) hours after the emergency incident; ii. verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance by phone at (860) 424-3366, or at

another current publicly published number for the Solid Waste Program, or by facsimile at (860) 424-4059; iii. followed by a written report no later than the fifth (5) business day after the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; and iv. be recorded in a log of emergency incidents. In addition to the notification requirements above, the Permittee shall comply with all other applicable reporting or notification requirements regarding the emergency incident including but not limited to, reporting required by Section 22a-450 of the CGS.

- f. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport. Each loaded container shall be covered before transportation off-site and the haulers shall be instructed to keep the containers covered during off-site transportation.
- g. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emission levels in continuous compliance with all applicable requirements, including OSHA. The Facility's premises shall be maintained and any litter shall be removed on a daily basis.
- h. Have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment, (which may include, but not be limited to a scale) installed at the Facility.
- i. Determine through observation that incoming loads do not contain greater than two percent (2%) of designated recyclable items with the exception of those recyclables the Permittee is authorized to accept and process pursuant to Condition No. C.3.
- j. Process wastes in such a manner that will not cause contamination or degradation of the recyclable product, or any negative impact on the recyclability.
- k. Conduct periodic unannounced inspections of truck loads delivered to the Facility, pursuant to Section 22a-220c(b) of the CGS. The inspections shall be performed for a minimum of five percent (5%) of the monthly truck loads received. The inspections and supporting documentation shall consist of at a minimum:
  - i. photographs of each load inspected;
  - ii. origin of each load (municipality; regional facility and whether commercial or residential);
  - iii. waste transporter company name;
  - iv. estimated percentage of designated recyclable items other than leaves (cardboard, plastic Nos. 1 and 2, glass and metal food containers, newspaper, office paper, boxboard, magazines, residential high-grade white paper, colored ledger, scrap metal, storage batteries and used oil) and identification of each type; and
  - v. immediate written notifications to the hauler, municipality in which the waste was generated and/or regional facility for each load that contains two percent (2%) of materials other than leaves.
- l. Maintain records of inspections for the life of the permit or such other timeframe specified in writing by the Commissioner.

5. The Permittee shall ensure that all recyclable wastes accepted are segregated so that no wastes are commingled which would or could potentially contaminate the recyclables, thereby rendering the recyclables unmarketable. Processing of wastes shall be conducted in such a manner that will not cause contamination of the recyclable product.
6. The Permittee shall have an operator, certified pursuant to Section 22a-209-6 of the RCSA, present at all times during Facility operation. All individuals under the supervision of such certified operator shall have sufficient training to identify waste received at the Facility which is not permitted to be received, or is unsuitable for processing, and take proper action in handling such waste.
7. The Permittee shall prominently post and maintain a sign at the Facility entrance pursuant to 22a-209-10(3) of the RCSA that includes the Facility's name and DEEP permit number (Permit to Construct and Operate No. 05101069-PCO). Such sign shall also include a phone number that provides the general public the ability to register questions or complaints twenty-four (24) hours per day. The Permittee shall maintain a log of all calls received and how such calls were addresses or resolved.
8. The Permittee shall: a. control all traffic related with the operation of the Facility in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the Facility is located; b. unless otherwise exempted, ensure that trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) of the RCSA; and c. prominently post and maintain signs limiting such truck idling time within the Facility (i.e. scale etc...).
9. The Permittee shall maintain daily records as required by Section 22a-209-10(13) of the RCSA and Sections 22a-208e and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information as it pertains to solid waste:
  - a. Type and quantity of solid waste received, including recyclables, and unacceptable waste.
  - b. Origin of waste load (municipality name; regional facility name) and waste hauler name.
  - c. Destination to which solid wastes, including recyclables, and unacceptable waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination; and
  - d. All daily logs (including documentation related to the unannounced inspections of truck loads) shall be maintained for the life of this permit or such other timeframe specified in writing by the Commissioner.

The monthly summaries required pursuant to this condition shall be submitted quarterly no later than January 31, April 30, July 31, October 31, of each year on forms prescribed by the Commissioner (as may be amended from time to time) directly to the Solid Waste Program, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

10. The Permittee shall ensure that all Clean Wood received at the Facility is inspected for signs of the presence of the Asian Longhorn Beetle and the Emerald Ash Borer.

Signs indicating possible Asian Longhorn Beetle infestation can be found at the CT DEP webpage:

[http://www.ct.gov/dep/cwp/view.asp?a=2697&q=421754&depNav\\_GID=1631#signs](http://www.ct.gov/dep/cwp/view.asp?a=2697&q=421754&depNav_GID=1631#signs)

Signs indicating possible Emerald Ash Borer infestation can be found at the CT DEP webpage:

[http://www.ct.gov/dep/cwp/view.asp?a=2697&q=464598&depNav\\_GID=1631](http://www.ct.gov/dep/cwp/view.asp?a=2697&q=464598&depNav_GID=1631)

- a. The Permittee shall ensure each load of Clean Wood is visually assessed for possible pest infestation as part of the on-site routine inspections.
  - b. Any Clean Wood suspected of being infested by either the Asian Longhorn Beetle or the Emerald Ash Borer should be identified at the source of generation and handled in accordance with existing quarantine agreements.
  - c. If signs of infestation are observed:
    - i. Digital photos and careful identification notes must be provided to the Connecticut Agricultural Experiment Station (Deputy State Entomologist direct phone line: 203-974-8474; and e-mail [CAES.StateEntomologist@ct.gov](mailto:CAES.StateEntomologist@ct.gov)).
    - ii. The infested Clean Wood shall be: segregated from other Clean Wood; marked as segregated; securely stored and kept reasonably intact.
    - iii. Any handling activities (chipping; moving) must be postponed until an investigator from, or designated by, the Connecticut Agricultural Experiment Station, has examined the potentially infested Clean Wood.
    - iv. Any truck load tickets and other documentation of deliveries shall note whether a pest infestation assessment has been conducted.
11. The Permittee shall, no later than sixty (60) days from the issuance date of this permit perform semi-annual compliance audits for the life of this permit.
- a. The compliance audits required by this condition shall consist of a thorough and complete assessment of the Permittee's compliance with Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit.
  - b. Compliance Auditor  
The compliance audits required by this condition shall be performed by a P.E. or consultant. Such P.E. or consultant shall be approved in writing by the Commissioner and will be required to prepare and submit to the Commissioner semi-annual compliance audit reports.  
  
The Permittee shall, prior to the Commissioner's approval of the P.E. or consultant: a. submit for the Commissioner's evaluation a detailed description of the consultant's credentials (education; experience; training) which are relevant to the work required under this condition; and b. certify to the Commissioner that such P.E. or consultant:
    - i. Is not a subsidiary of or affiliated corporation to the Permittee or Permitted Facility;
    - ii. Does not own stock in the Permittee or any parent, subsidiary, or affiliated corporation;
    - iii. Has no other direct financial stake in the outcome of the compliance audit(s) outlined in this permit;
    - iv. Has expertise and competence in environmental auditing and the regulatory programs being addressed through this permit, including evaluation of compliance with requirements specified in Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of this permit; and

- v. Within ten (10) days after retaining any P.E. or consultant other than the one originally identified pursuant to this condition, notify the Commissioner in writing of the identity of such other consultant by submitting the information and documentation specified in this condition. Nothing in this condition shall preclude the Commissioner from finding a previously acceptable P.E. or consultant unacceptable.
- c. Scope of Compliance Audits

Compliance audits shall:

- i. Detail the Permittee's compliance with the requirements of this permit and all applicable provisions of Sections 22a-209-1 through 22a-209-17 of the RCSA; and
  - ii. The compliance auditor shall include in the compliance audit on-site inspections of the waste received at the Facility. The purpose of such inspections is to determine whether loads are being received that contain greater than two percent (2%) of materials other than leaves and to detect patterns associated with such loads. Unless otherwise approved by the Commissioner, the compliance auditor shall inspect wastes unloaded from a minimum of ten (10) trucks received during the day of the compliance audit. The compliance auditor shall document the actual number of truck loads inspected and the findings of such inspections.
- d. Compliance Audit Report

The results of each compliance audit shall be summarized in a Compliance Audit report. At a minimum such report shall include:

- i. The names of those individuals who conducted the compliance audit;
  - ii. The areas of the Facility inspected;
  - iii. The records reviewed to determine compliance;
  - iv. Describe in detail the Permittee's compliance with this permit and applicable regulations;
  - v. Identify all violations of this permit and applicable regulations;
  - vi. Describe the actions taken by the Permittee to correct patterns of loads received that contain greater than two percent (2%) of materials other than leaves;
  - vii. Include findings regarding the inspections conducted in accordance with this condition during the day of the compliance audit;
  - viii. Describe the actions taken by the Permittee to correct the violation(s) identified in each compliance audit; and
  - ix. The Permittee's certification of compliance with the regulations and documentation demonstrating such compliance pursuant to this permit. In cases where multiple counts of the same violation are discovered, the report shall include a listing of each count.
- e. Permittee's Responses to Compliance Audit

The Permittee and P.E. or consultant shall comply with the following:

- i. The inspection frequency shall be semiannually for the remaining life of the permit;
- ii. All violations shall immediately be brought to the attention of the Permittee by the consultant. The P.E. or consultant shall also notify the Department within five (5) days of the inspection of all violations noted during the inspection;
- iii. The Permittee shall correct all violations immediately. Should the Permittee be unable to immediately correct the violation, the Permittee shall submit within seven (7) days of the notification date, for the review and written approval of the Commissioner, a detailed plan to correct all violations noted. Such plan shall also include a schedule for implementation of the corrective actions required or recommended; and

- iv. Within fifteen (15) days from the inspection date the P.E. or consultant shall submit, to the Department and the Permittee, the compliance audit report. A copy of the compliance audit report, shall be maintained at the Facility for the life of the permit or for such other timeframe specified by the Commissioner.
  - f. The Permittee shall cease accepting solid waste at the facility in the event that the Permittee fails to submit in a timely manner the plan and schedule required by condition C.11.e. of this permit or fails to correct the violations noted by the inspection(s) in accordance with the approved plan and schedule.
  - g. **Documentation Submittal Deadlines**  
The documents required to be submitted pursuant to this condition shall be submitted semiannually no later than January 31<sup>st</sup> and July 31<sup>st</sup>, directly to the Solid Waste Enforcement Section, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.
12. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to:

Patricia L. Cam  
Waste Engineering and Enforcement Division  
Bureau of Materials Management and Compliance Assurance  
Department of Energy and Environmental Protection  
79 Elm Street, Hartford, CT 06106-5127

13. Any document, including, but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by a duly authorized representative of the Permittee, as defined in Section 22a-430-3(b)(2) of the RCSA, and by the individual or individuals responsible for actually preparing such documents, each of whom shall certify in writing as follows:

“I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement in the submitted information may be punishable as a criminal offense.”

Any false statement in any document submitted pursuant to this permit may be punishable as a criminal offense in accordance with Section 22a-6 of the CGS, pursuant to Section 53a-157 of the CGS, and in accordance with any other applicable statute.

14. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to, notice of approval or disapproval of any document or other action shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.

15. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to, any and all public and private rights and to any federal, state or local laws or regulations pertinent to the Facility or activity affected thereby.
16. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or to take any actions to prevent violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law.
17. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local laws.
18. This permit shall expire five (5) years from the date of issuance and may be revoked, suspended, modified, renewed, or transferred in accordance with applicable laws.

Issued on this        day of

9/5/12

By   
Macky McCleary  
Deputy Commissioner

Application No. 200402814  
Permit to Construct and Operate No. 05101069 PCO  
Permittee - Certified Mail # E-Certified  
City/Town Clerk - Certified Mail # E-Certified



# **Appendix C**

## **Clean Wood**

**(Including Leaves and Grass Clippings)**

# **Operations and Management Plan**

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**Operations and Management Plan**

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## **Operations and Management Plan**

### **Part I. General Operating Conditions**

The Registrant shall at all times meet the requirements for authorization in Section 3 of the General Permit, the General Permit requirements and the conditions in Section 5 of the General Permit.

A Notifier shall manage Recyclables and other Solid waste in a manner consistent with Best Management Practices (“BMPs”) as provided in the types of Recyclables and other Solid waste specific management conditions contained in this Appendix.

#### **A. Facility Design and Management, Applicable Standards**

The Registrant shall ensure that the design, construction, maintenance and operation of the Facility are based on the best engineering practices, including the requirements for managing Solid Waste in accordance with Sections 22a-209-1 through 22a-209-17 of the Regulations of Connecticut State Agencies (“RCSA”), the Connecticut General Statutes (“CGS”) and the requirements of this General Permit.

The Registrant shall maintain an up-to-date Facility Site Plan certified by a Professional Engineer licensed to practice in Connecticut (“P.E.”) on Site at all times and such plan shall be made available to the Commissioner for review upon request.

A Notifier shall maintain a copy of an up-to-date Facility Site Plan certified by a Professional Engineer licensed to practice in Connecticut (“P.E.”) depicting where Recyclables and other Solid waste are managed for storage and transfer from the Site.

#### **B. Facilities Operated by Contractors**

Registrants with facilities that are operated by contractors shall at all times keep a current “Duties Statement” on file with the Department. The Duties Statement is a detailed description of the organization of facility staff and assignment of responsibility for operation, management and maintenance of the Facility.

The Duties Statement shall include the title of the Facility lead, the supervisor to whom the lead reports, and a detailed list of the Facility-related tasks assigned to both the contractor and to the Registrant. It shall identify the staff position(s) responsible for: keeping daily records; preparing monthly, quarterly and annual reports for the Department; scalehouse staffing, if any; litter removal; management and transfer from the Facility of **each** Solid Waste type from the Facility; and compliance with the General Permit to Discharge Stormwater Associated with Industrial Activities as applicable. The Registrant shall update its Duties Statement whenever changes in staff organization are made and maintain a copy at the site for the Department’s inspection. Any replacement of the Facility operator shall be reported within five (5) Days of such change to the Department’s Solid Waste Program and certified in accordance with Section 6(e) of this General Permit. A copy of the written agreement between the Registrant and the contractor shall also be kept current and on file with the Department.

### **C. Local Approvals**

The Registrant/Notifier shall ensure that the Facility meets all applicable requirements of the local authorities. Operational changes at the Facility may trigger additional local review.

### **D. Requirements of the General Permit**

The terms and specifications of the General Permit (Section 5 *Conditions of this General Permit*) and this Appendix shall control and be enforceable against the Registrant for all activities authorized under the General Permit.

The terms and specifications, identified as applicable, of the General Permit and this Appendix shall control and be enforceable against the Notifier for all activities authorized under the General Permit.

### **E. Operating Requirements**

#### **1. Management of Clean wood (including Leaves and Grass Clippings)**

The Registrant/Notifier shall ensure that all Clean wood, including leaves and grass clippings, accepted at the Facility are:

- a. Managed in compliance with all the requirements of the General Permit and this Appendix;
- b. Managed in such a manner as to prevent contamination or degradation that could render Recyclables unmarketable;
- c. Managed in areas prepared and dedicated for the Receipt, Storage and Processing of such Solid waste types and as designated on the Site Plan required by Section 4 of the General Permit; and
- d. Transferred from the Facility to Markets, Recycling facilities and/or other Solid Waste Facilities which are authorized to accept and Process such Clean wood, including leaves and grass clippings.

#### **2. Documents Available at the Facility**

The Registrant shall ensure that a copy of the following documents is available at the Facility at all times for review by Facility Operator(s) and the Department:

- a. The General Permit and this Appendix, which provides operating conditions for the Facility;
- b. A copy of the Connecticut P.E. certified Facility Site Plan submitted to the Department with the Registration and any revisions thereto;
- c. List of types, sizes, number and design parameters of the principal fixed equipment and rolling stock to be used at the Facility including equipment specification and Processing capacities;
- d. Emergency response procedures obtained from the Fire Department;
- e. All records for wastes received, Processed and transferred from the Facility shall be maintained at the Facility for at least three (3) years following the expiration of the

General Permit; and shall be made available to the Commissioner for review upon request;

- f. The Facility's maintenance schedule developed in accordance with Section E.7. below; and
- g. A description of OSHA required personnel safety procedures and training pursuant to Section 22a-209-4(b)(2)(B)(iv) of the RCSA and all applicable requirements of Part 1910 and Part 1926 of Title 29 of the CFR resulting from specific on-site operations.

The Notifier shall ensure that a copy of the following documents is available at the Site at all times for review by Facility Operator(s) and the Department:

- h. The General Permit and this Appendix, which provide operating conditions for the Site;
- i. A copy of a Connecticut P.E. certified Facility Site Plan depicting where Clean wood, including leaves and grass clippings, is managed for Storage and transfer from the Site; and
- j. All records for wastes received, Processed and transferred from the Site are maintained at the Site for at least three (3) years following the expiration of the General Permit.

### **3. Access and Traffic Control**

The Registrant shall ensure that;

- a. Appropriate measures are taken to prevent unauthorized entry to the Facility. Appropriate control measures may be accomplished through the use of fences, gates, and/or other natural or artificial barriers;
- b. A prominent sign is posted and maintained at the entrance to the Facility, pursuant to RCSA Section 22a-209-10(3). Such sign shall include the Facility's Registration number, issuance and expiration dates, and a phone number that provides the general public the ability to register questions and complaints twenty-four (24) hours per day. The Registrant shall maintain a log of the calls received and how such calls were addressed or resolved;
- c. All traffic related to the operation of the Facility is controlled in such a way as to mitigate queuing of vehicles off-site and excessive or unsafe traffic impacts in the area where the Facility is located and provides a safe circulation pattern that mitigates any threats to the safety of the users and staff of the Facility;
- d. Unless otherwise exempted, trucks are not left idling for more than three (3) consecutive minutes pursuant to Section 22a-174-18(b)(3) and (c) of the RCSA and that signs are prominently posted and maintained (e.g. at the entrance, scale and unloading areas, etc.) limiting such truck idling time within the Facility; and
- e. The Facility has adequate signage to clearly inform Facility users where to place Clean wood, including leaves and grass clippings, at the Facility.

### **4. Facility Personnel and Training**

The Registrant shall ensure that:

- a. A Certified Operator is present at all times during the operation of the Facility;
- b. Sufficient personnel are present at the Facility at all times to visually inspect incoming waste and to prevent drop-off of unauthorized materials; and

- c. All individuals under the supervision of the Certified Operator shall be given annual training by the Registrant. The training shall include at a minimum safety and emergency procedures, and proper management of Clean wood, leaves and grass clippings received and managed on-site, including inadvertently received Solid wastes.

**5. Who Can Use the Facility**

Clean wood, including leaves and grass clippings, may be received from businesses and/or residents of the host Municipality or of other municipality(ies) under financial agreement with the Registrant.

Clean wood, including leaves and grass clippings, may be received from any source or generator that has been approved by or is under written agreement with the Registrant.

**6. Information to be Provided to Users of the Facility**

- a. The Registrant shall provide the users of the Facility information regarding Clean wood, including leaves and grass clippings, management procedures for their use at the Facility to ensure safe operations. Suggested methods to fulfill this requirement include providing a leaflet to customers at the gate or in a mailing, or posted on the Facility's website or social media or an insert with billing. Such information shall be posted at the Facility in an easily visible location. The Facility shall have adequate signage to clearly inform customers where and how to deliver Clean wood, including leaves and grass clippings at the Facility.
- b. The Registrant shall also provide guidance to the users of the Facility in methods that may be used to promote Recycling in accordance with the goals of the *State Wide Solid Waste Management Plan* ([www.ct.gov/deep/swmp](http://www.ct.gov/deep/swmp)).

**7. Sanitation and Maintenance**

- a. The Registrant shall ensure that:
  - i. The Facility is operated and maintained in a safe and nuisance-free manner to control and/or prevent: fire; dust emission levels; odor; noise; spills; accumulation of litter; ponding of water and the harboring, feeding or breeding of vectors; and in continuous compliance with all applicable requirements;
  - ii. A maintenance and inspection plan that includes a schedule with a minimum frequency for inspections of once per week is developed;
  - iii. Such plan is implemented to ensure proper operating conditions at the Facility in accordance with the General Permit, and which achieves the standards in condition number E.7.a.i. above;
  - iv. Such plan includes but is not limited to the maintenance and inspection of: the designated Storage areas; Containers of Clean wood, leaves and grass clippings; and the Clean wood, leaves and grass clippings, stored therein;
  - v. Any release or imminent threat of a release to the environment of any Clean wood, leaves and grass clippings, or any constituents thereof is immediately remedied upon discovery;

- vi. Fugitive dust emissions and odors are controlled in accordance with Sections 22a-174-18 “Control of Particulate Matter and Visible Emissions” and 22a-174-29 “Control of Odors” of the RCSA;
  - vii. The Facility's premises shall be maintained and any litter shall be removed on a daily basis;
  - viii. All Clean wood, including leaves and grass clippings, are placed in the appropriate Storage areas by the end of each operating Day;
  - ix. Equipment is maintained on a regular basis according to manufacturer's specifications and/or as needed;
  - x. Spills or leaks are cleaned up immediately and any cleanup materials are placed into a Container that is covered and compatible with the contents. Such cleanup materials shall be transferred from the Facility within forty-eight (48) hours to an authorized Recycling or disposal facility;
  - xi. Clean-up materials and equipment are readily available on-site at all times; and
  - xii. Facility staff immediately notifies **the Department's Emergency Response and Spill Prevention Division at 1-866-DEP-SPIL (1-866-337-7745) or 860-424-3338** if there are any spills.
- b. The Registrant shall maintain compliance with current OSHA required personnel safety procedures and training pursuant to Section 22a-209-4(b)(2)(B)(iv) of the RCSA; all applicable requirements of Part 1910 and Part 1926 of Title 29 of the CFR resulting from specific on-site operations; and the General Permit.

#### 8. Transfers from the Facility

The Registrant shall ensure that:

- a. All Clean wood, including leaves and grass clippings, received at the Facility are transferred on a first in/first out basis;
- b. All Processed Clean wood, including leaves and grass clippings, are loaded into appropriate Containers and are transferred from the Facility to Markets, Recycling Facilities and/or other Solid Waste Facilities within forty eight (48) hours of the Container(s) becoming full with the exception of legal holiday weekends or as may otherwise be specified in Part II. of this Appendix. **In no event shall Solid Wastes be stored at the Facility for greater than twelve (12) months;**
- c. All Clean wood, including leaves and grass clippings, are transferred from the Facility to Markets, Recycling Facilities and/or other Solid Waste Facilities, authorized in accordance with all federal, state, and local requirements, to receive and Process such Clean wood, including leaves and grass clippings; and
- d. All Clean wood, including leaves and grass clippings, are transferred from the Facility in a manner that prevents leaks, spills and discharges to the ground.

#### 9. Management of Unauthorized and Unprocessable Recyclables and Other Solid Wastes

The Registrant shall ensure that any Recyclables and other Solid Wastes that are unauthorized for acceptance at the Facility (inadvertently received), or that is authorized but **cannot be managed (unprocessable) at the Facility, shall be managed in accordance with all applicable requirements** of the General Permit and as follows:

- a. **Management:** Unauthorized Solid waste shall immediately be sorted, segregated, and stored in a manner that is both consistent with applicable law and protective of the environment until transferred from the Facility. **Unprocessable Recyclables and other Solid waste shall be managed in accordance with the requirements of this Appendix;**
- b. **Storage Containers:** At least one (1) dedicated Storage Container each for inadvertently received and for unprocessable Recyclables and other Solid Wastes shall be maintained at the Facility at all times;
- c. **Volume:** No more than twenty (20) cubic yards of inadvertently received Recyclables and other Solid Wastes shall be allowed to accumulate at the Facility, no more than ten (10) cy of which may be inadvertently received putrescible MSW;
- d. **Transfer:** Unauthorized Recyclables and other Solid Wastes and unprocessable Recyclables and other Solid Wastes shall be transferred from the Facility within two (2) business Days from when the Recyclables and other Solid Wastes are received at the Facility. However, putrescible MSW shall be transferred from the Facility within forty eight (48) hours of its receipt. Such Recyclables and other Solid Wastes shall be Recycled or disposed of only at a facility that is authorized to accept such Recyclables and other Solid Wastes; and
- e. **Reporting:** Unauthorized Recyclables and other Solid Wastes and unprocessable Recyclables and other Solid Wastes shall immediately be recorded in the daily log and included in the required quarterly reports submitted to the Department.

#### 10. Record-Keeping and Reporting Requirements

The Registrant shall establish a system for measuring, recording, and reporting site activities, as follows:

- a. **Records**

Daily records shall be maintained in a manner acceptable to the Commissioner and be made available to Department staff for inspection at any reasonable time. Such records shall be maintained at the Facility for the life of the General Permit. Records of the following, at a minimum, shall be kept:

  - i. Types, capacities and quantities of all Containers of Clean wood, leaves and grass clippings, received and transferred from the Facility, and unauthorized Recyclables and other Solid Wastes or unprocessable Clean wood that have been received and/or rejected;
  - ii. Dates of receipt of all Clean wood, leaves and grass clippings, and origin of all Clean wood, including leaves and grass clippings, received at the Facility including hauler name;
  - iii. Destination to which all Processed Clean wood, leaves and grass clippings, including, unacceptable Recyclables and other Solid wastes or unprocessable Clean wood, leaves and grass clippings, transferred from the Facility were



- delivered for Disposal or Recycling, including quantities delivered to each destination facility;
- iv. All inspection logs, including emergency and spill reports, which shall include at a minimum the name of inspector, date of inspection, observations made and any remedial actions taken and their date;
  - v. Log of scheduled and unscheduled shutdowns;
  - vi. Operators' training records for Facility staff and Department certifications; and
  - vii. Facility and equipment maintenance schedule, including activities undertaken to control dust, litter, vectors, etc.

The Notifier shall use or establish a system for measuring, recording and reporting Site activities, sufficient to provide the information required on the reporting forms prescribed by the Commissioner, as follows:

- viii. Types, quantities and destination facility for all Recyclables and other Solid waste received and transferred from the Site to out of state facilities authorized to receive such Recyclables and other Solid waste.
- b. Reporting of Clean wood, leaves and grass clippings, Managed at the Facility**
- i. Based on the daily records as required by the RCSA Section 22a-209-9(p); the RCSA Section 22a-209-10(13); the CGS Section 22a-208e; or the CGS Section 22a-220 as appropriate, the Registrant shall be responsible for the preparation of monthly summaries which shall include, but not be limited to, the types, capacities and quantities of all Clean wood, leaves and grass clippings, received at the Facility, including unauthorized and unprocessable recyclables and other Solid wastes; the municipality of origin; and the destination to which the Solid waste received at the Facility were subsequently delivered for Processing, disposal or Recycling.
  - ii. Based on monthly summaries, the Registrant shall be responsible for the submittal to the Department of quarterly reports no later than January 31, April 30, July 31, and October 31, of each year which shall provide information required by condition Part I. E.10 of this Appendix pertaining to all Clean wood, leaves and grass clippings, received. Such reports shall be submitted on forms prescribed by the Department (as may be amended from time to time).
  - iii. Tiers II and III Facilities shall submit quarterly reports to the Department.
  - iv. Send reporting summaries to:  
SOLID WASTE PROGRAM - RECYCLING  
BUREAU OF MATERIALS MANAGEMENT AND COMPLIANCE  
ASSURANCE  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
79 ELM STREET, HARTFORD, CT 06106-5127

The Notifier shall be responsible for the submittal to the Department of annual reports, reporting semi-annual totals no later than July 31 of each year, which shall provide information required by condition number Part I. E.10 of this Appendix pertaining to all Recyclables and other Solid wastes received. Such reports shall be submitted on forms prescribed by the Department to the address in condition number Part I.E.10.b.iv. of this

Appendix. Persons operating at Tier I capacities shall operate in accordance with the requirements for a Notifier contained in the General Permit and this Appendix.

**11. Emergency Incidents, Reporting Emergencies to the Department**

- a. The Registrant shall notify staff of the Department’s Waste Engineering and Enforcement Division of any emergency incident(s) at the Facility that disrupts facility operations, such as explosion(s), accident(s) or fire(s), including but not limited to any incident(s) that:
  - i. Significantly damages equipment or structures;
  - ii. Interrupts the operation of the Facility for more than twenty-four (24) hours;
  - iii. Results in an unscheduled facility shutdown or forced diversion of Clean wood, including leaves and grass clippings, to other Solid Waste facilities; or
  - iv. Can reasonably be expected to create a source of pollution to the waters of the state; or otherwise threatens public health and the environment.
  
- b. **Emergency Reporting of Facility Incident(s)**  
The Registrant shall ensure compliance with the emergency reporting of Facility incidents(s) as follows:
  - i. **Initial Report:** The Registrant shall report a significant emergency incident(s) within twenty-four (24) hours to the appropriate local authorities and Solid Waste Enforcement Program in the Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, by telephone at (860) 424-3366 or fax at (860) 424-4059.
  - ii. **Final Report:** Within thirty (30) days of an emergency incident(s), a written report certified in accordance with Section 6(e) of the General Permit “Certification of Documents”, detailing the cause and effect of the incident(s), and the remedial steps taken, shall be submitted to:  
SOLID WASTE ENFORCEMENT PROGRAM  
WASTE ENGINEERING AND ENFORCEMENT DIVISION  
BUREAU OF MATERIALS MANAGEMENT AND COMPLIANCE ASSURANCE  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
79 ELM STREET  
HARTFORD, CT 06106-5127
  - iii. **Report Log:** A significant emergency incident(s) shall be recorded in a log of emergency incident(s) maintained at the Facility.
  
- c. **Other Reporting of Facility Incident(s)**  
The Registrant shall comply with all other applicable or required reporting of an emergency incident(s) including but not limited to, reporting required by Section 22a-450 of the CGS.
  
- d. **Reporting Leak and Spill Incident(s)**  
The Registrant shall ensure that Facility staff immediately notifies **The Department’s Emergency Response and Spill Prevention Division at 1-866-DEP-SPIL (1-866-337-**

**7745) (toll free) or at 860-424-3338** if there are any uncontained spills of used oil, antifreeze, other hazardous materials, or unidentified fluids.

**12. Surface Water and Groundwater Management**

The Registrant shall ensure that:

- a. The Facility is operated so as to prevent pollution to surface and groundwater;
- b. The Facility meets the applicable surface water and groundwater requirements of all local, state and federal authorities for any existing or proposed stormwater and wastewater collection, treatment and discharge systems and any facility located in a coastal, wetland and aquifer protected (regulated) area; and
- c. The Registrant shall use covers over waste, secondary containment, Impervious surfaces, and other measures as needed to prevent pollution.

**13. On-site Roads, Outdoor Operational Areas**

The Registrant shall ensure that:

- a. On-site roads and outdoor Processing and Storage areas are constructed of materials suitable for heavy vehicles and designed to withstand expected traffic and loads in all weather conditions; and
- b. Movement of vehicles is unobstructed and there is adequate drainage to prevent the accumulation of water.

**14. Days and Hours of Operation**

The Registrant shall operate the Facility no earlier than 7:00 a.m. and no later than 6:00 p.m. Monday through Friday and Saturday no earlier than 7:00 a.m. and no later than 3:30 p.m. unless otherwise further restricted by local authorities.

**15. Fire Prevention**

The Registrant shall ensure that:

- a. An outside and inside fire protection system is maintained in accordance with the local Fire Marshall;
- b. Sufficient source(s) and quantities of water are available;
- c. Adequate equipment is provided to control fires; and
- d. Routine maintenance and inspections of all fire control equipment are conducted in accordance with the specifications of the manufacturer(s) and in no case less than annually.

**16. Safety**

The Registrant shall:

- a. Design, construct, maintain and operate the Facility so as to reasonably ensure the safety of users, employees and the surrounding neighborhood;
- b. Prepare and maintain a description of OSHA required personnel safety procedures and training pursuant to Section 22a-209-4(b)(2)(B)(iv) of the RCSA and all applicable requirements of Part 1910 and Part 1926 of Title 29 of the CFR resulting from specific on-site operations;

- c. Promptly clean up all spills and breakage;
- d. Prevent the public from scavenging Recyclables and other Solid Waste, that is, from searching through waste to remove useful material;
- e. Organize and direct indoor and outdoor traffic patterns to minimize conflicts between pedestrians and vehicles; and
- f. Ensure that pedestrians are not endangered at loading and unloading areas or at any operational area of the Facility.

#### **17. Containers and Covers**

The Registrant shall ensure that:

- a. All Containers are compatible with the unauthorized and unprocessable waste stored within;
- b. All Containers are routinely inspected for corrosion or degradation;
- c. Any Containers found to be degraded (i.e. they can no longer contain the Clean wood, or leaves and grass clippings,) are removed from service at the Facility; and
- d. Where covers over Containers are required, they are of a material that is Impervious to precipitation.

#### **18. Compliance Audits**

The Registrant shall, no later than sixty (60) days from the acknowledgement of a Registration and/or issuance date of the Approval of Registration, perform semi-annual compliance audits for the life of the General Permit. Compliance Audits required by this condition shall consist of a thorough and complete assessment of the Registrant's compliance with Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of the General Permit.

##### **a. Compliance Audit Schedule and Auditor**

The compliance audits required by this condition shall be performed semi-annually during the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) quarters. The compliance audits may be a self-certification conducted by the Facility's Certified Operator or a P.E. or consultant approved in writing by the Commissioner.

The Registrant shall, prior to the Commissioner's approval of the P.E. or consultant, submit for the Commissioner's evaluation a detailed description of the consultant's credentials (education; experience; training) which are relevant to the work required under this condition and certify to the Commissioner that such P.E. or consultant:

- i. Is not a subsidiary of or affiliated corporation to the Registrant or Registered Facility;
- ii. Does not own stock in the Registrant or any parent, subsidiary, or affiliated corporation;
- iii. Has no other direct financial stake in the outcome of the compliance audit(s) outlined in the General Permit;
- iv. Has expertise and competence in environmental auditing and the regulatory programs being addressed through the General Permit, including evaluation of compliance with requirements specified in Sections 22a-209-1 through 22a-209-17 of the RCSA and with the terms and conditions of the General Permit; and

- v. Within ten (10) days after retaining any P.E. or consultant other than the one originally identified pursuant to this condition, notify the Commissioner in writing of the identity of such other P.E. or consultant by submitting the information and documentation specified in this condition. Nothing in this condition shall preclude the Commissioner from finding a previously acceptable P.E. or consultant unacceptable.
- b. Scope of Compliance Audits**  
Compliance audits shall detail the Registrant's compliance with the requirements of this General Permit and all applicable provisions of Sections 22a-209-1 through 22a-209-17 of the RCSA.
- c. Compliance Audit Report**  
The results of each compliance audit shall be summarized in a Compliance Audit Report. At a minimum such report shall include:
- i. The names of those individuals who conducted the compliance audit;
  - ii. The areas of the Facility inspected;
  - iii. The records reviewed to determine compliance;
  - iv. A detailed description of the Registrant's compliance with this General Permit and applicable regulations;
  - v. The identification of all violations of this General Permit and applicable regulations;
  - vi. The findings regarding the inspections conducted in accordance with this condition during the day of the compliance audit;
  - vii. A description of the actions taken by the Registrant to correct the violation(s) identified in each compliance audit; and
  - viii. The Registrant's certification of compliance with the regulations and documentation demonstrating such compliance pursuant to this General Permit. In cases where multiple counts of the same violation are discovered, the report shall include a listing of each count.
- d. Responses to Compliance Audit**  
The Registrant shall:
- i. Correct all violations immediately. Should the Registrant be unable to immediately correct the violation(s), within seven (7) days of the date the Registrant was notified of the violation(s), the Registrant shall submit for the review and written approval of the Commissioner, a detailed plan to correct all violations noted. Such plan shall also include a schedule for implementation of the corrective actions required or recommended;
  - ii. Ensure that, within five (5) days of the Compliance Audit, the Department is notified of all violations identified during the audit; and
  - iii. Ensure that the Compliance Audit Report, within fifteen (15) days of the Compliance Audit, is submitted to the Department. A copy of the Compliance Audit Report shall be maintained at the Facility for the life of the General Permit or for such other timeframe specified by the Commissioner.

- e. The Registrant shall cease accepting all Clean wood at the Facility in the event that the Registrant fails to submit in a timely manner the plan and schedule required by condition number Part I.E.18.d. of this Appendix or fails to correct the violations noted by the inspection(s) in accordance with the approved plan and schedule.
- f. **Submittal of Compliance Audit Reports**  
Registrants of Tiers II and III Facilities are required to submit Compliance Audit Reports to the Department. Tier I Facilities are required to prepare and maintain Compliance Audit Reports at the Facility however, the submission of such reports to the Department is not required by Tier I Registrants.
- g. **Documentation Submittal Deadlines**  
The documents required to be submitted pursuant to this condition shall be submitted semi-annually no later than January 31 and July 31 directly to the Solid Waste Enforcement Section, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127.

The Notifier may conduct Compliance self-audits on an annual basis. Such self-audits should evaluate the management of Recyclables and other Solid waste for consistency with the BMPs contained in the General Permit and this Appendix. If audits are conducted, the Notifier shall address any violations of the General Permit and the Appendices immediately. The findings of such Compliance self-audits and any corrective actions taken in response to the self-audit shall be made available to the Commissioner upon request.

#### 19. Fire Protection

The Registrant shall ensure that the Facility has access to an adequate source of water or other suppressant sufficient to control any potential fires. The Registrant shall contact and seek guidance from the local fire protection agency to provide services when needed.

#### 20. Emergency Planning

The Registrant shall plan for the appropriate management of solid waste at the Facility in the event of emergencies such power failure, equipment failure or natural disasters. The Registrant shall also plan for appropriate responses to fire, flood and medical emergencies including coordination with local medical, police and fire protection agencies.

### Appendix C Part II. Capacity Limits and Management Requirements

**The Notifier shall manage Clean wood, leaves and grass clippings consistent with the conditions specified in this Appendix and shall implement the conditions as BMPs.**

**A. Maximum Receipt Limit**

1. The Registrant/Notifier may receive Clean wood, leaves and grass clippings, at the Facility as follows:
  - a. Tier I and Notifiers no more than a total of 10 tons per day (40 cubic yards);
  - b. Tier II no more than a total of 20 tons per day (80 cubic yards); and
  - c. Tier III no more than a total of 50 tons per day (200 cubic yards).
2. The Registrant/Notifier shall Process leaves and grass for transfer only. Processing does not include composting.

**B. Storage Table for Clean Wood, leaves and grass clippings: Maximum Storage Capacity and Cover Requirements**

Type of Solid Waste	Part II.C. Management Requirement No.	Maximum Volume (cubic yards)	Waste Stored Under Cover <sup>1</sup>
Wood, Clean – unprocessed Tier I Tier II Tier III	1	100 250 3,000	No
Wood, Clean – Processed (wood chips) Tier I Tier II Tier III	1	300 750 2,500	No
Leaves and Grass Clippings	2	200	No
Waste, Unauthorized and Unprocessable	Part I E.9. of this Appendix	20	Yes

<sup>1</sup>See Part I.E.17. and Part II.C. Management Requirements of this Appendix for additional information on cover requirements.

**C. Management Requirements**

**1. Clean Wood**

**a. Receipt**

The Registrant shall ensure that only Clean wood as defined in the General Permit such as brush, stumps, logs, Land clearing debris, woodchips and pallets made from untreated wood are received at the Facility.

**b. Storage**

The Registrant shall ensure that:

- i. Clean wood is stored in dedicated areas as specified on the Site Plan;

- ii. Clean wood is managed on a first in/first out basis and shall be confined to the areas specifically prepared for such use as designated on the Site Plan;
- iii. Appropriate piles shall not exceed 1,000 cubic yards;
- iv. Piles of unprocessed Clean wood do not exceed twenty-five (25) feet in height and shall be shaped to promote stormwater run-off. For elongated piles, orientation shall be perpendicular to the contours of the ground surface;
- v. Woodchip piles, shall be placed in piles that do not exceed fifteen (15) feet in height and are shaped to promote stormwater run-off. For elongated piles, orientation shall be perpendicular to the contours of the ground surface; and
- vi. A permanent or mobile indicator post is installed or available at the Facility to ensure authorized pile heights are not exceeded;
- vii. **Clean Wood Processing and Woodchip Storage:** Wood chipping and woodchip Storage takes place on base pads that are:
  - A. Constructed of well compacted and well drained material that can support heavy equipment use during all seasons;
  - B. Constructed to provide positive drainage. For elongated piles, piles must be oriented so that the length of the pile runs perpendicular to the contours of the ground surface to promote stormwater runoff; and
  - C. Sloped at 2%-3% and not exceeding 5% to promote drainage and prevent ponding of water;
- viii. A twenty-five (25) foot wide access lane for emergency vehicles surrounds each pile; and
- ix. Fire Suppression:
  - A. The moisture content is maintained above forty percent (40%) within the pile and adequate ventilation is maintained to release heat;
  - B. Unprocessed Clean wood and Processed wood chip piles are monitored on a weekly basis to minimize the potential for spontaneous combustion by:
    - 1. Locating by temperature, hot spots within the pile. Temperature shall be monitored as close to the internal center of the pile(s) as possible in multiple locations. If temperatures approach 165 degrees Fahrenheit, then the hot spot shall be addressed in accordance with proper emergency response procedures pursuant to Part II.C.1.b.ix.C. of this Appendix; and
    - 2. Locating vents which could propel a hot spot to a fire and also monitoring for any smoke or burnt smell;
  - C. If spontaneous combustion occurs, immediately contact the appropriate emergency response team (fire, police, etc.). For fires within the pile, the Registrant shall not aerate the pile unless otherwise instructed by the fire department. Under no circumstances should equipment operators climb on top of the pile when a fire is suspected; and
  - D. Proper emergency response procedures for managing fires or other emergencies shall be maintained at the Facility in writing and shall be developed with the input of the local fire department. Such procedures shall be made available for review by the Commissioner.



**c. Processing**

The Registrant shall ensure that:

- i. Clean wood Processing is conducted in area(s) as designated on the Site Plan and such area(s) are located at least 500 feet from any off-site residential building(s). For the purposes of this Appendix, the only Processing of Clean wood at the Facility shall consist of Receipt, Storage, sorting, grinding, chipping, and shredding for the purpose of volume reduction, and transfer from the Facility;
- ii. The Clean wood Processing area(s) consist of base pads constructed in accordance with Condition No. Part II.C.1.b.vii. of this Appendix;
- iii. Processing of Clean wood does not generate noise, dust, fumes, smoke, vibrations or odors higher than their background levels at the Facility property lines; and
- iv. For Clean wood management and chipping activities located on a closed landfill, all appropriate approvals such as "Postclosure Use of Landfill" have been obtained from the Department for the activity prior to starting such activities.

**d. Transfer**

The Registrant shall ensure that any destination to which Clean wood is transferred from the Facility to Markets, Recycling Facilities and/or other Solid Waste Facilities which are authorized to accept and Process Clean wood in accordance with all federal, state and local authorities.

**e. Management of Pest Infested Clean Wood**

The Registrant shall ensure that any Clean wood received is visibly inspected immediately upon Receipt for signs of possible pest infestations including the presence of the Asian Longhorn Beetle and the Emerald Ash Borer.

- i. Signs indicating possible Asian Longhorn Beetle infestation can be found at the CT DEEP webpage: <http://www.ct.gov/deep/alb>;
- ii. Signs indicating possible Emerald Ash Borer infestation can be found at the CT DEEP webpage: <http://www.ct.gov/deep/eab>;
- iii. Any Clean wood suspected of being infested by either the Asian Longhorn Beetle or the Emerald Ash Borer should be identified at the source of generation and managed in accordance with existing quarantine agreements. Such waste shall be managed separately from other types of waste; and
- iv. If signs of infestation are observed:
  - A. Digital photos and careful identification notes shall be provided to the Connecticut Agricultural Experiment Station (Deputy State Entomologist direct phone line: 203-974-8474; e-mail [CAES.StateEntomologist@ct.gov](mailto:CAES.StateEntomologist@ct.gov));
  - B. The infested green waste shall be: segregated from other green waste; marked as segregated; securely stored and kept reasonably intact;
  - C. Any handling activities (chipping; moving) shall be postponed until an investigator from, or designated by, the Connecticut Agricultural Experiment Station, has examined the potentially infested green waste; and
  - D. Any truck load tickets and other documentation of deliveries shall note whether a pest infestation assessment has occurred.

## 2. Leaves and Grass Clippings

### a. Receipt

The Registrant shall ensure that leaves and/or grass clippings are received separated or commingled, but neither shall be commingled with any other Recyclables and Solid wastes. Leaves and grass clippings may be received loose, in paper bags or compostable bags which meet ASTM standard D 6400 for compostability and which have been approved for use by the Recycling or composting facility.

### b. Storage

The Registrant shall ensure that:

- i. Leaves and grass clippings are stored and confined a dedicated area(s) as specified on the Site Plan; and
- ii. The run-off from piles of leaves and grass clippings does not discharge directly into any storm water system or surface water body.

### c. Processing

The Registrant shall ensure that the only Processing of leaves and grass clippings consists of Receipt, Storage, and transfer from the Facility.

### d. Transfer

The Registrant shall ensure that leaves and grass clippings are, at a minimum, transferred once per week to an authorized Recycling or composting facility.

Town of Fairfield Activity		
2016		
January	CARS	
1		
2		
3		
4	96	
5	52	
6	81	
7	106	
8	115	
9	125	
10		
11	107	
12	81	
13	97	
14	21	
15	71	
16	91	
17		
18	57	
19	136	
20	87	
21	87	
22	157	
23		
24		
25	3	
26	2	
27	141	
28	4	
29	6	
30		
31		
Tot. Cars	1,723	
Average Weight	125	
Total	107.69	
<b>Pickup Trucks</b>		
Brush	12.54	
Grass	0	
Large Wood	0	
Leaves	1.3	
Mixed Yard Waste	0	
Stumps	0	
Wood Chips	11.6	
<b>Total</b>	<b>25.44</b>	
<b>Total Residents</b>		<b>133.13</b>
<b>Town of Fairfield Vehicles</b>		
Brush	183.07	
Grass		
Large Wood	67.61	
Leaves	5.75	
Mixed Yard Waste		
Stumps	0.54	
Wood Chips	47.61	
<b>Total</b>		<b>307.38</b>
<b>Residents &amp; Town Vehicles</b>		<b>440.51</b>

Town of Fairfield Activity		
2016		
February	Cars	
1	88	
2	86	
3	53	
4	15	
5		
6		
7		
8	15	
9	9	
10	3	
11	7	
12	22	
13		
14		
15	32	
16	3	
17	25	
18	127	
19	31	
20		
21		
22	142	
23	37	
24	5	
25	43	
26	75	
27		
28		
29	130	
Tot. Cars	948	
Average Weight	100	
Total	47.40	
<b>Pickup Trucks</b>	2	
Brush	6.96	
Grass	0	
Large Wood	0.28	
Leaves	0	
Mixed Yard Waste	0	
Stumps	0	
Wood Chips	35.82	
<b>Total</b>	<b>43.06</b>	
<b>Total Residents</b>		<b>90.46</b>
<b>Town of Fairfield Vehicles</b>		
Brush	82	
Grass		
Large Wood	55.14	
Leaves	26.58	
Mixed Yard Waste		
Stumps	2.97	
Wood Chips	54.18	
<b>Total</b>	<b>220.87</b>	
<b>Residents &amp; Town Vehicles</b>		<b>311.33</b>

Town of Fairfield Activity		
2016		
March	Cars	
	1	118
	2	38
	3	72
	4	13
	5	154
	6	60
	7	
	8	88
	9	
	10	136
	11	125
	12	429
	13	
	14	94
	15	67
	16	132
	17	245
	18	137
	19	333
	20	
	21	54
	22	106
	23	104
	24	125
	25	111
	26	246
	27	
	28	46
	29	176
	30	196
	31	145
Tot. Cars		3,550
Average Weight		125
Total		221.88
<b>Pickup Trucks</b>		<b>3</b>
Brush		15.08
Grass		0
Large Wood		0
Leaves		0.3
Mixed Yard Waste		2.22
Stumps		0
Wood Chips		29.37
<b>Total</b>		<b>46.97</b>
<b>Total Residents</b>		<b>268.85</b>
<b>Town of Fairfield Vehicles</b>		
Brush		94.13
Grass		
Large Wood		68.9
Leaves		3.61
Mixed Yard Waste		2.24
Stumps		0.53
Wood Chips		73.84
<b>Total</b>		<b>243.51</b>
<b>Residents &amp; Town Vehicles</b>		<b>512.36</b>

Town of Fairfield Activity		
2016		
April	Cars	
	1	68
	2	196
	3	
	4	29
	5	94
	6	74
	7	48
	8	128
	9	224
	10	
	11	254
	12	34
	13	142
	14	183
	15	215
	16	355
	17	
	18	305
	19	261
	20	251
	21	207
	22	248
	23	3654
	24	
	25	349
	26	80
	27	132
	28	202
	29	146
	30	559
Tot. Cars		8,438
Average Weight		125
Total		527.38
<b>Pickup Trucks</b>		<b>4</b>
Brush		28.5
Grass		0.1
Large Wood		0.18
Leaves		0
Mixed Yard Waste		3.42
Stumps		0
Wood Chips		70.32
<b>Total</b>		<b>102.52</b>
<b>Total Residents</b>		<b>629.89</b>
<b>Town of Fairfield Vehicles</b>		
Brush		39.54
Grass		
Large Wood		19.16
Leaves		1.57
Mixed Yard Waste		14.69
Stumps		3.81
Wood Chips		62.89
<b>Total</b>		<b>167.66</b>
<b>Residents &amp; Town Vehicles</b>		<b>797.55</b>

Town of Fairfield Activity		
2016		
May	Cars	Trucks
	1	
	2	117
	3	30
	4	69
	5	70
	6	68
	7	201
	8	
	9	309
	10	249
	11	260
	12	259
	13	217
	14	304
	15	
	16	447
	17	123
	18	147
	19	144
	20	214
	21	390
	22	
	23	271
	24	320
	25	132
	26	151
	27	254
	28	394
	29	224
	30	194
	31	
Tot. Cars	5,558	
Average Weight	125	
Total	347.38	
<b>Pickup Trucks</b>	5	
Brush	31.38	
Grass	1.1	
Large Wood	0.86	
Leaves	0.5	
Mixed Yard Waste	3.84	
Stumps	0	
Wood Chips	76.82	
<b>Total</b>	<b>114.5</b>	
<b>Total Residents</b>		<b>461.88</b>
<b>Town of Fairfield Vehicles</b>		
Brush	22.59	
Grass		
Large Wood	42.02	
Leaves	0.37	
Mixed Yard Waste	7.45	
Stumps	1.04	
Wood Chips	26.86	
<b>Total</b>		<b>179.79</b>
<b>Residents &amp; Town Vehicles</b>		<b>641.67</b>

Town of Fairfield Activity		
2016		
June	Cars	
	1	
	2	192
	3	84
	4	364
	5	
	6	177
	7	192
	8	164
	9	162
	10	250
	11	337
	12	
	13	253
	14	227
	15	174
	16	
	17	198
	18	375
	19	
	20	263
	21	93
	22	154
	23	138
	24	208
	25	328
	26	
	27	214
	28	103
	29	97
	30	178
Tot. Cars	4,925	
Average Weight	125	
Total	307.81	
<b>Pickup Trucks</b>	6	
Brush	35.14	
Grass	0.7	
Large Wood	0	
Leaves	0	
Mixed Yard Waste	3.16	
Stumps	0	
Wood Chips	101.09	
<b>Total</b>	<b>140.09</b>	
<b>Total Residents</b>		<b>447.90</b>
<b>Town of Fairfield Vehicles</b>		
Brush	18.2	
Grass	0.33	
Large Wood	7.52	
Leaves		
Mixed Yard Waste	5.27	
Stumps	1.89	
Wood Chips	64.73	
<b>Total</b>		<b>170.25</b>
<b>Residents &amp; Town Vehicles</b>		<b>618.15</b>

Town of Fairfield Activity		
2016		
July	Cars	
	1	211
	2	320
	3	
	4	
	5	404
	6	211
	7	152
	8	106
	9	232
	10	
	11	220
	12	127
	13	140
	14	89
	15	122
	16	376
	17	
	18	345
	19	125
	20	156
	21	124
	22	176
	23	240
	24	
	25	131
	26	69
	27	133
	28	124
	29	44
	30	218
	31	
Tot. Cars		4,595
Average Weight		125
Total		287.19
<b>Pickup Trucks</b>		7
Brush		23.6
Grass		0.16
Large Wood		0
Leaves		0.2
Mixed Yard Waste		3.94
Stumps		0
Wood Chips		81.08
<b>Total</b>		<b>108.98</b>
<b>Total Residents</b>		<b>396.17</b>
<b>Town of Fairfield Vehicles</b>		
Brush		18.92
Grass		
Large Wood		16.6
Leaves		0.25
Mixed Yard Waste		0.95
Stumps		5.83
Wood Chips		60.13
<b>Total</b>		<b>125.97</b>
<b>Residents &amp; Town Vehicles</b>		<b>522.14</b>

Town of Fairfield Activity		
2016		
August	Cars	
	1	371
	2	95
	3	183
	4	152
	5	183
	6	283
	7	
	8	162
	9	135
	10	55
	11	52
	12	82
	13	175
	14	163
	15	
	16	115
	17	95
	18	124
	19	144
	20	293
	21	
	22	196
	23	175
	24	168
	25	194
	26	122
	27	396
	28	
	29	139
	30	127
	31	86
Tot. Cars		4,465
Average Weight		125
Total		279.06
<b>Pickup Trucks</b>		8
Brush		34.46
Grass		0
Large Wood		0
Leaves		0
Mixed Yard Waste		3.08
Stumps		0
Wood Chips		136.47
<b>Total</b>		<b>174.01</b>
<b>Total Residents</b>		<b>453.07</b>
<b>Town of Fairfield Vehicles</b>		
Brush		62.01
Grass		
Large Wood		60.29
Leaves		
Mixed Yard Waste		
Stumps		3.27
Wood Chips		79.89
<b>Total</b>		<b>221.59</b>
<b>Residents &amp; Town Vehicles</b>		<b>674.66</b>

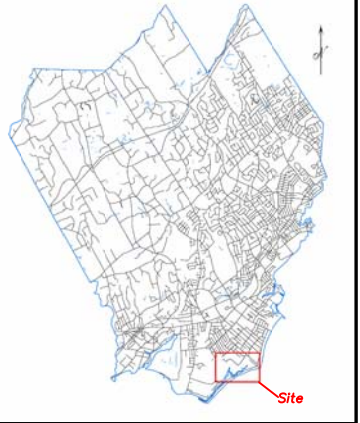
Town of Fairfield Activity		
2016		
September	Cars	
	1	
	2	186
	3	311
	4	
	5	
	6	185
	7	99
	8	123
	9	108
	10	238
	11	
	12	217
	13	118
	14	108
	15	103
	16	126
	17	245
	18	
	19	25
	20	68
	21	100
	22	111
	23	164
	24	231
	25	
	26	211
	27	61
	28	111
	29	67
	30	81
Tot. Cars		3,397
Average Weight		125
Total		212.31
<b>Pickup Trucks</b>		9
Brush		42.14
Grass		0
Large Wood		0
Leaves		0
Mixed Yard Waste		2.14
Stumps		0
Wood Chips		445.43
<b>Total</b>		<b>489.71</b>
<b>Total Residents</b>		<b>702.02</b>
<b>Town of Fairfield Vehicles</b>		
Brush		13.3
Grass		
Large Wood		65.95
Leaves		7.66
Mixed Yard Waste		
Stumps		3.45
Wood Chips		161.35
<b>Total</b>		<b>260.71</b>
<b>Residents &amp; Town Vehicles</b>		<b>962.73</b>

Town of Fairfield Activity		
2016		
October	Cars	
	1	156
	2	
	3	169
	4	130
	5	127
	6	119
	7	168
	8	185
	9	
	10	141
	11	215
	12	112
	13	116
	14	121
	15	235
	16	
	17	215
	18	216
	19	124
	20	144
	21	97
	22	57
	23	
	24	240
	25	174
	26	201
	27	83
	28	91
	29	18
	30	
	31	365
Tot. Cars		4,019
Average Weight		125
Total		251.19
<b>Pickup Trucks</b>		10
Brush		54.02
Grass		0.24
Large Wood		0
Leaves		11.62
Mixed Yard Waste		5.08
Stumps		0
Wood Chips		298.39
<b>Total</b>		<b>369.35</b>
<b>Total Residents</b>		<b>620.54</b>
<b>Town of Fairfield Vehicles</b>		
Brush		8
Grass		
Large Wood		158.01
Leaves		81.91
Mixed Yard Waste		19.61
Stumps		2.34
Wood Chips		82.18
<b>Total</b>		<b>361.05</b>
<b>Residents &amp; Town Vehicles</b>		<b>981.59</b>

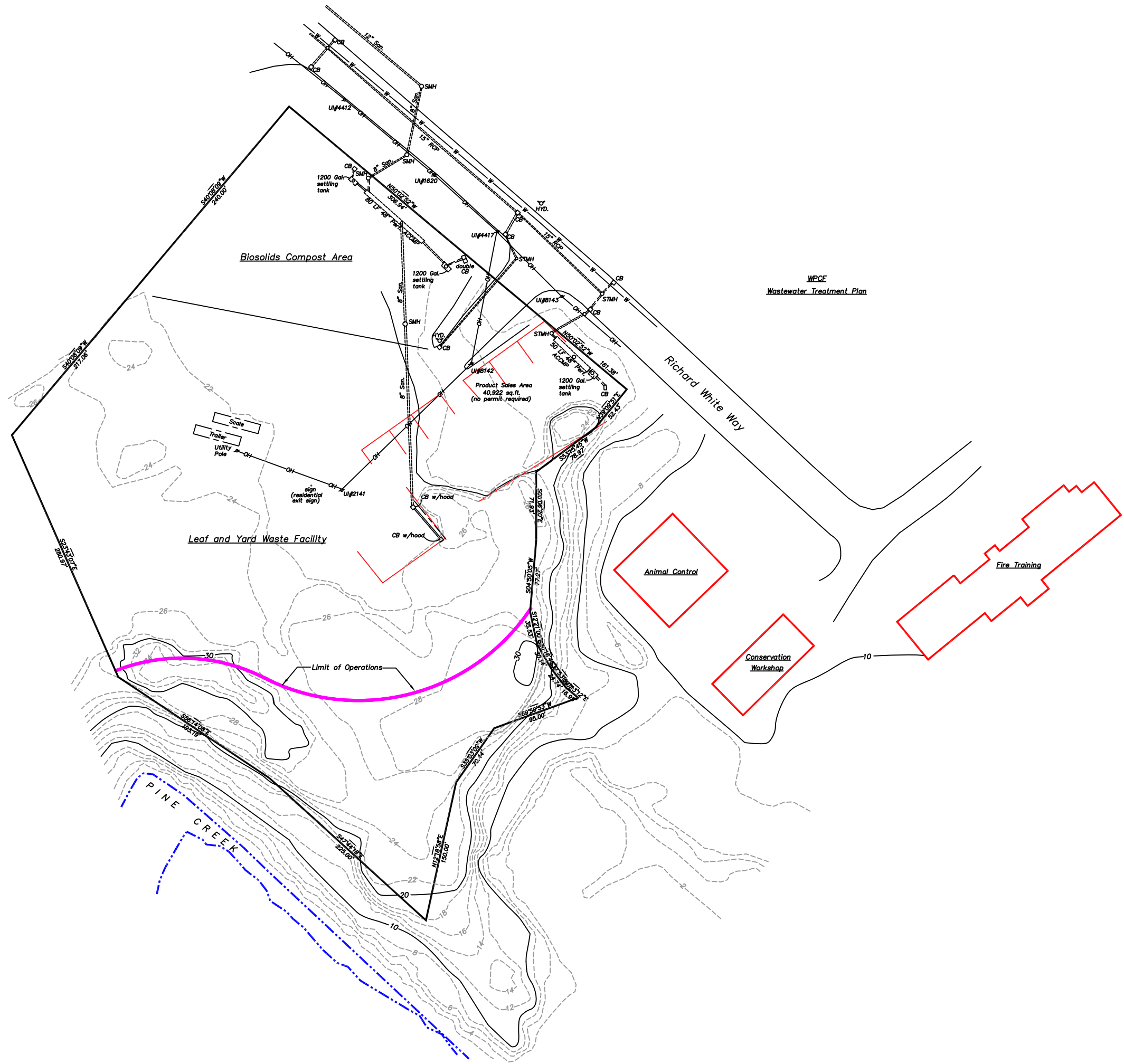
Town of Fairfield Activity		
2016		
November	Cars	
	1	164
	2	188
	3	153
	4	201
	5	399
	6	139
	7	283
	8	182
	9	79
	10	150
	11	183
	12	369
	13	193
	14	377
	15	21
	16	155
	17	184
	18	252
	19	607
	20	128
	21	144
	22	173
	23	277
	24	
	25	192
	26	223
	27	145
	28	242
	29	79
	30	22
Tot. Cars		5,904
Average Weight		125
Total		369.00
<b>Pickup Trucks</b>		11
Brush		13.14
Grass		0
Large Wood		0
Leaves		113.5
Mixed Yard Waste		1.78
Stumps		0
Wood Chips		211.03
<b>Total</b>		<b>339.45</b>
<b>Total Residents</b>		<b>708.45</b>
<b>Town of Fairfield Vehicles</b>		
Brush		10.82
Grass		0.33
Large Wood		54.39
Leaves		177.04
Mixed Yard Waste		7.53
Stumps		0.49
Wood Chips		46.54
<b>Total</b>		<b>300.89</b>
<b>Residents &amp; Town Vehicles</b>		<b>1,009.34</b>

Town of Fairfield Activity		
2016		
December	Cars	
	1	102
	2	180
	3	319
	4	177
	5	125
	6	115
	7	58
	8	85
	9	100
	10	222
	11	77
	12	38
	13	138
	14	114
	15	164
	16	60
	17	
	18	
	19	37
	20	26
	21	35
	22	50
	23	51
	24	
	25	
	26	
	27	77
	28	81
	29	36
	30	
	31	
Tot. Cars		2,467
Average Weight		125
Total		154.19
<b>Pickup Trucks</b>		12
Brush		7.9
Grass		0
Large Wood		0.1
Leaves		55.68
Mixed Yard Waste		0.8
Stumps		0
Wood Chips		141.65
<b>Total</b>		<b>206.13</b>
<b>Total Residents</b>		<b>360.32</b>
<b>Town of Fairfield Vehicles</b>		
Brush		6.74
Grass		
Large Wood		15.19
Leaves		191.62
Mixed Yard Waste		1.51
Stumps		1.14
Wood Chips		52.58
<b>Total</b>		<b>345.2</b>
<b>Residents &amp; Town Vehicles</b>		<b>705.52</b>





Location Map



WPCF  
Wastewater Treatment Plan

Richard White Way

Leaf and Yard Waste Facility

Biosolids Compost Area

Animal Control

Conservation Workshop

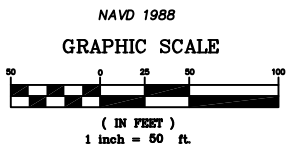
Fire Training

Limit of Operations

PINE CREEK

- Stockpiles
- Residential - brush, leaves, grass
  - Commercial - mixed organics
  - Commercial - logs & large wood
  - Woodchips
  - Tree stumps
  - Ground residential mulch

A copy of the SWPPP for the entire lease area site to be located at the trailer.



Town of Fairfield  
Dept. of Public Works



Leaf and Yard Waste Facility  
Richard White Way  
Fairfield, CT

DRAWN BY: juls  
DATE: May 4, 2017  
SCALE: 1"=50'

CHK'D BY: J.M.  
FILE NO:  
MAP NO: 3459

## **ADDENDUM #1**

### **RFP 2017-78**

#### **Leaf and Yard Waste Facility**

24 May, 2017 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents including pricing as submitted

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**Question:** Are there any required specifications for the woodchips to be used for the biofilter amendment?

**Answer:** Yes, biosolids must meet the following criteria;

- **Must be less than one inch (1") in size**
- **Have a moisture content of 40% on average, and less than 45% at maximum,**
- **Be clean wood, free of paint, stain, preservatives or other chemical contamination,**
- **Cannot be from demolition materials,**
- **Be free of sand and grit and fines,**
- **Meet the contaminant standards for permitted beneficial use of biosolids compost and any other standards of the government jurisdiction where the compost is to be used. Moreover, at least five (5) days of amendment must be segregated and stored on-site at all times, and should be covered to maintain upper limits of moisture content.**

**Question:** The RFP requires an electronic copy of the proposal be submitted. Can these be emailed or uploaded to a dropbox?

**Answer:** No, all electronic copies shall be included within the sealed submittal on June 7<sup>th</sup>. Emailed submissions will not be accepted and the bidder shall be deemed nonresponsive.

**Question:** Who is handling the sewage compost?

**Answer:** The Town is contracting directly with another vendor for the marketing and sale of the biosolid (sludge) compost component of this facility. This portion of the RFP is a change from the last time this RFP was advertised. All sewage compost shall be marketed and sold directly through a separate vendor and will not be included in the Leaf and Yard Waste Facility services.

**Question:** Where are the decant system and underground tanks located and who is responsible for them?

**Answer:** As illustrated on the site plan there are catch basins, (3) underground sedimentation tanks and a drainage system along the east side of the property (nearest to Richard White Way) which lead back to the wastewater treatment plant across the street. This system will be cleaned and emptied prior to the successful bidder taking control of the site. The successful bidder will be responsible for periodically emptying and maintaining these tanks through the duration of the contract.

**In addition to cleaning, the successful bidder shall construct a berm of hay bales/screens to ensure water getting through, but minimize sediment in the tanks.**

**Question:** Has the site footprint decreased from years past?

**Answer:** The footprint of the operations is being reduced from the current operations. A portion of the area on the south side of the property is being reserved to allow to Town to install screening in the future. The Town will mark out the general area of the new proposed facility bounds by 6/1/17.

**Question:** Can the unused area as seen at the pre-proposal meeting may be used for the wholesale of retail products.

**Answer:** Yes, for wholesale retail only.

**Question:** What if the biosolids contractor cannot move the product at the rate specified? ie: stockpiles grow and product does not leave the yard, contractor runs out of room.

**Answer:** It is the Town's obligation to ensure the final composted biosolid material leaves the site to allow for the importing of new biosolids.

**Question:** What is the Water Pollution Control Facility's (WPCF) schedule for loading and delivering sludge to the leaf and yard waste facility?

**Answer:** The WPCF usually, about 95% of the time, unload the compost facility on a Wednesday or Thursday depending on weather. Due to rain, snow or a hurricane we may need to do it on one of the other three days of the week.

**Question:** Is the Contractor allowed to haul dirt in for the purpose of making topsoil?

**Answer:** No. This is a woody debris operation. While disposed of yard waste material will have a certain amount of dirt and organics in it, earth material is not to be hauled in. The product to be produced on the site is mulch, not topsoil.

**Topics discussed at pre-proposal meeting that required clarification;**

1. Town owns the scale, and screening plant equipment used for the biosolids. The Contractor is responsible for maintaining and operational screening plant for this function for the duration of the contract. The existing Contractor leases the current office trailer. The new Contractor will be responsible for providing their own office needs, either a transfer of lease for the existing trailer or coordinate a replacement.

2. Tub grinders are permitted on site, however, the Contractor shall always be respectful of Town employees and residents while operating. The Town may request shut downs if weather is causing a bad impact in the area. The Contractor shall need to meet the operational controls for items mentioned in this bid.

3. Colorizing is permitted onsite.

4. Hours of Operation vs. Work Hours

Normal public hours: Mon – Fri 7:00 AM – 4:00 PM and Sat 7:00 am – noon

Fall extra hours on Saturdays and some Sundays as specified in the RFP

\*Screening, loading, or deliveries may extend from Mon - Fri 4:00-6:00PM and Saturday noon – 4:00PM.

5. Tailing from screening is the Contractors responsibility to dispose.

6. The Town is responsible for hauling the wood chip amendment from the site to the WPCF. The Town is responsible for hauling of sludge from the WPCF to the site.

**ADDENDUM #2**  
**RFP 2017-78**  
**Leaf and Yard Waste Facility**

**01 June, 2017** – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

---

**Question: Will the eco trailers be removed from the site prior to the start of the contract? If they will not be removed, who is responsible to clean up the leakage beneath the trailers?**

Response: *The new contractor will not be responsible for any cleanup below the trailers. A storage area reserved for the trailers and for the Town's decant of catch basins cleanings is shown on a revised site plan.*

**Question: When was the scale calibrated last and will we have access to the maintenance records?**

Response: *The scale was last calibrated in Fall 2016. A receipt for this work is attached. No other records are being provided.*

**Question: Is there a sanitary sewer line leading to the trailer?**

Response: *No.*

**Question: Under section X, page 6 of the RFP, stating “other materials”, is it acceptable to carry and sell landscape materials such as decorative stone, trap rock, and sand?**

Response: *No. The products allowed to be carried are mulch, woodchips, topsoil, and general soil products.*

**Question: Under addendum #1, a question was asked if the contractor can haul in dirt. In section X of the RFP, it states that the respondent will have the option to sell topsoil. Is it acceptable to haul in topsoil to sell at the yard waste facility? Topsoil is sold onsite currently and is also blended with leaf compost to make other materials.**

Response: *Topsoil can be brought in to the site to be sold as is. No dirt or other raw product is to be brought in to be screened or processed with other material on site. The only material to be screened or processed on site is the woody debris material brought in for disposal by residents, contractors, the Town, and also the biosolids brought in by the Town.*

**Question: Under Proposal Submissions, page 2 and 16 of the RFP, please clarify how the proposal shall be submitted and the copies that are required.**

Response: *Respondents shall submit one original plus four (4) written copies, and one (1) electronic copy of your proposal. Proposal submissions are to be submitted in **two (2) separate sealed envelopes** (one sealed envelope containing the qualification information [one (1) original plus four (4) written copies], and one sealed envelope containing the proposed fee offering (One (1) Original plus four (4) written copies] clearly mark on the outside of all envelopes “**RFP #2017-78**” including all outer packaging such as DHL, FedEx, UPS, etc. Inner envelopes should also denote their respective contents (ex. **RFP #2017-78 Qualification Information or RFP #2017-78 Proposed Fees**). All submission materials, including pricing and any notations, must be printed in ink or typewritten. No erasures are permitted. Proposal submission materials are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified in the RFP document, at which time they will be publicly opened. Late submissions shall not be accepted by the Town.*

**Question:** In the Sample Agreement, Section 8, there is a representation that the Company is “duly organized and validly existing under the laws of the State of Connecticut.” Is it a requirement that the bidder be an entity formed under Connecticut law? Or is it sufficient that the bidder be qualified to do business in Connecticut.

Response: *It is not a requirement that the successful respondent is an entity formed under Connecticut law. However, the successful respondent must be registered with the Connecticut Secretary of State to do business in the State of Connecticut. Information concerning this registration process can be found on the Connecticut Secretary of State Website page at: <http://www.concord-sots.ct.gov/CONCORD/index.jsp>*

**Question:** We wondered if Town had property lines or lease line of the composting processing yard.

Response: *The proposed work site area for the operation of the Town’s Leaf and Yard Facility is provided in the RFP document. The Town has set several stakes in the field delineating the area. Potential bidders may visit the site during normal operating hours to view this in the field.*

**Question:** The permit allows a limited amount of materials to be stockpiled onsite. In the event of a large storm, such as a hurricane, is it possible to increase the amount of materials stored onsite for a temporary period?

Response: *No, in the event of a large storm, such as a hurricane, the successful respondent is not allowed to exceed the permitted amounts or the amounts specified in this RFP.*

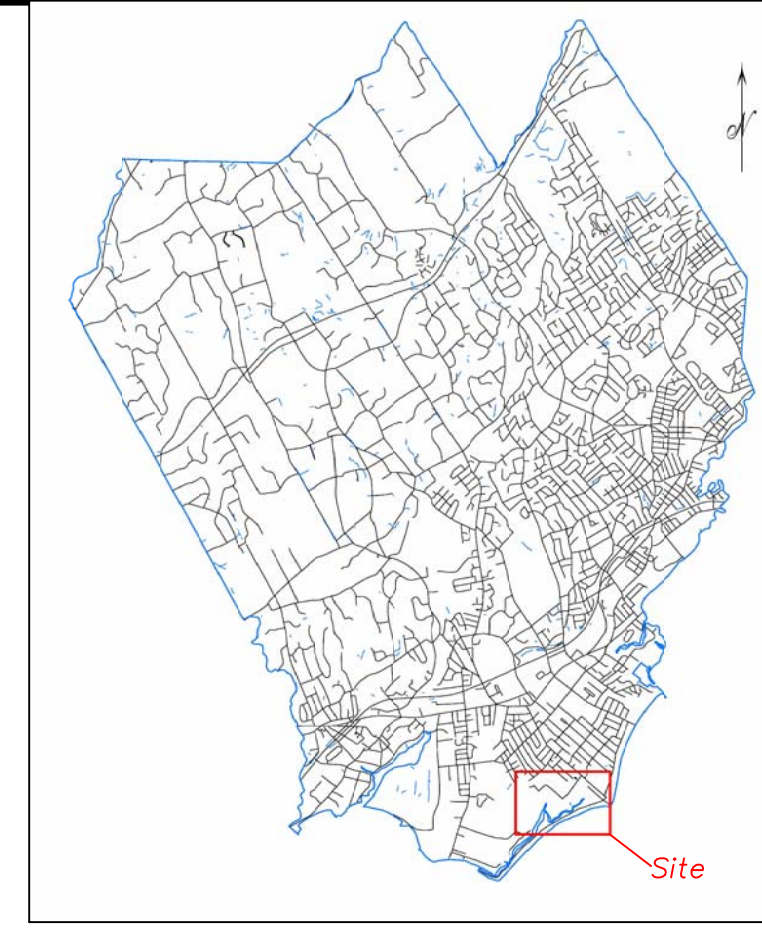
**Question:** In an event which requires the operator to stay open for extended hours and receive a large quantity of materials, such as Sandy, is it possible for the operator to seek reimbursement from FEMA, either directly or through the Town of Fairfield? It is understood that the operator will not be compensated by the Town for working the extended hours; however, the additional expense of processing and hauling storm debris is typically reimbursed if there is a declared state of emergency.

Response: *No, the contractor will be expected to process the woody debris within the limits of the contract. The contractor should not plan to process or haul debris in excess of the amounts. The contractor will not receive any FEMA reimbursement.*

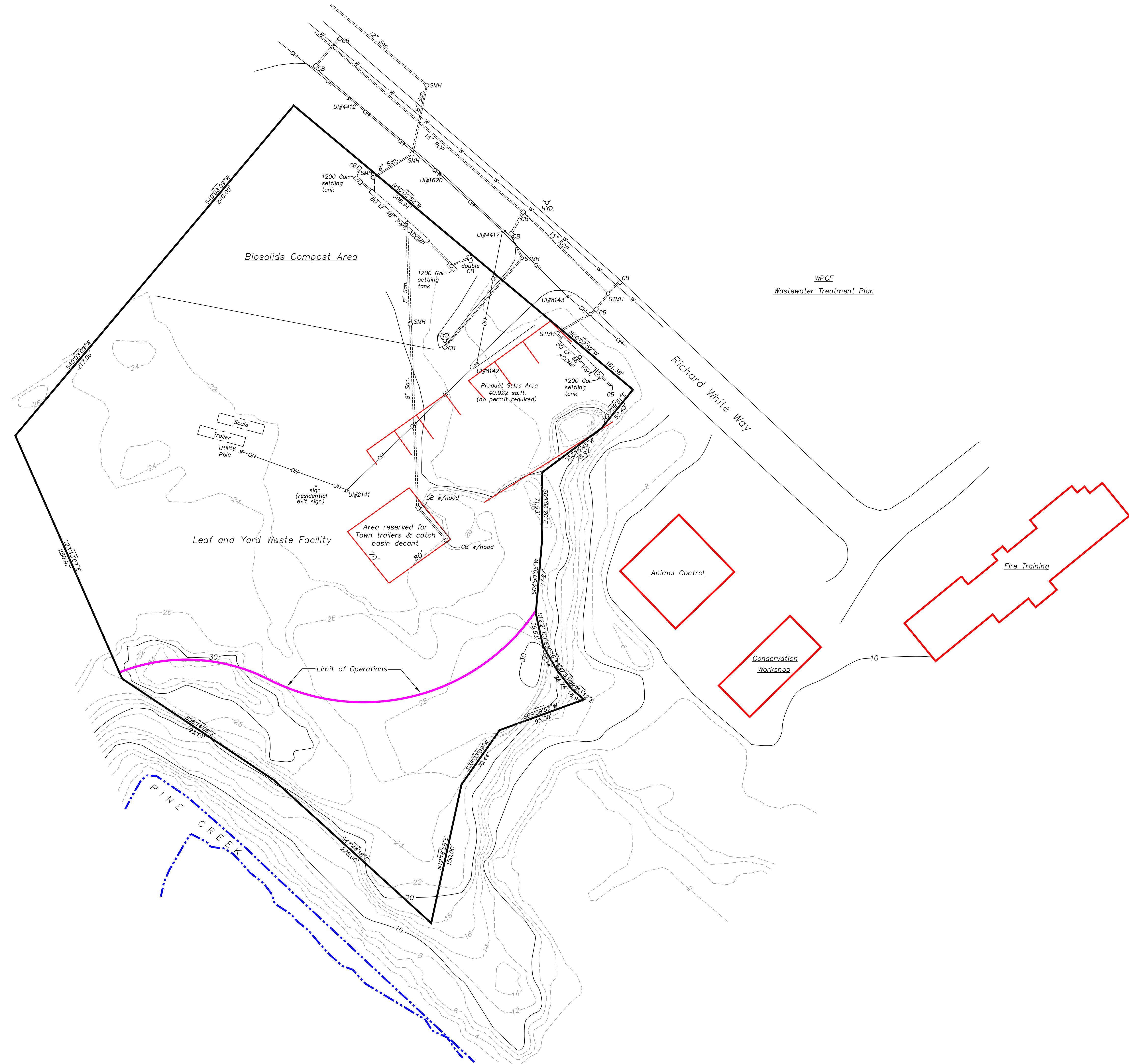
**Appended Documents:**

1. Leaf and Yard Waste Facility drawing, dated May 4, 2017 / Map No. 3459
2. Scale Calibration invoice dated Oct 14, 2016 (Emery Winslow Scale Co.)

Company: \_\_\_\_\_ Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



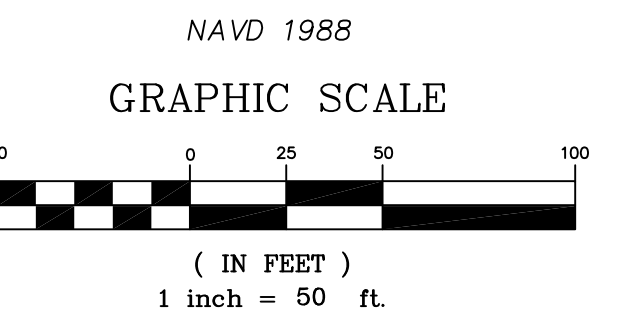
Location Map



WPCF  
Wastewater Treatment Plant

Richard White Way

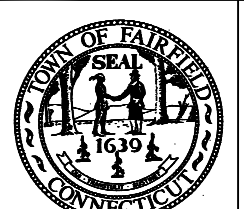
PINE CREEK



- Stackpiles
- Residential – brush, leaves, grass
  - Commercial–mixed organics
  - Commercial–logs & large wood
  - Woodchips
  - Tree stumps
  - Ground residential mulch

A copy of the SWPPP for the entire lease area site to be located at the trailer.

Town of Fairfield  
Dept. of Public Works



Leaf and Yard Waste Facility  
Richard White Way  
Fairfield, CT

DRAWN BY: juls  
DATE: May 4, 2017/Rev. June 1, 2017  
SCALE: 1"=50'

CHK'D BY: J.M.  
FILE NO:  
MAP NO: 3459

**Emery Winslow Scale Company**  
**73 Cogwheel Lane**  
**Seymour, CT 06483-3919**

Tel: 203.881.9333  
 Fax: 203.881.9477

DCN: 163992

**Service Invoice**

Invoice Number

**108863**

Invoice Date

**Oct 14, 2016**

Customer: 06825HA NE  
 Harvest New England  
 Accounts Payable  
 295 One Rod Highway  
 Fairfield, CT 06824

Factory Service Location:  
 Harvest New England  
 295 One Rod Highway  
 Fairfield, CT 06824

Ref Quote:

Customer Number	P.O. Number	Job Number	Payment Terms	
06825HA	Ryan Kelly		<b>Net 30 Days</b>	
Work Order Number	Service Engineer	Service Date	Payment Due	
73283	Dennis P. Lalumiere	10/11/16	<b>11/13/16</b>	
Qty	Description	Unit Price	Extension	
3.00	Service to Calibrate Truck Scale -- Compliance Will Be Sent to State of CT	95.00	285.00	
198.00	Vehicle Zone 8 @ \$1.25 per Mile	1.25	247.50	
1.00	Certified Test Vehicle	600.00	600.00	
<p>R &amp; M (Office) Fairfield            Date: 2016-10-25 05:46:52            IP: 75.144.201.146</p> <p><b>Chris Field</b>            Date: 2016-10-25 10:55:27            IP: 75.144.201.146</p>				

**Lifetime Load Cell Guarantee!!**  
[www.emerywinslow.com](http://www.emerywinslow.com)

Subtotal	1,132.50
Sales Tax	71.91
Shipping Charge	
<b>Total Invoice Amount</b>	<b>1,204.41</b>
Payment Received	0.00
<b>TOTAL</b>	<b>1,204.41</b>

001 0000



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### Award Recommendation Resolution:

On Wednesday, 30th November 2022, the Purchasing Authority recommended an award of RFP number 2022-175 to One Diversified, LLC North Haven, CT to provide labor, materials and all else necessary for the supply, delivery, and installation of smart meeting room technology at seven (7) Town of Fairfield and Fairfield Public School locations as detailed in the bid specifications.

The award of the contract to One Diversified, LLC may be subject to the review and approval of the Board of Selectmen.

Brenda L. Kupchick, First Selectwoman

Gerald J. Foley, Director of Purchasing







# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## RFP #2022-175 Supply, Delivery, and Installation of Smart Meeting Room Technology

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted \_\_\_\_\_, 2022.

Bidder:

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

\_\_\_\_\_   
Doing Business As (Trade Name)

\_\_\_\_\_   
Address

\_\_\_\_\_   
Town, State, Zip

\_\_\_\_\_   
(Mr. / Ms.) Name and Title, Printed

\_\_\_\_\_   
Signature

\_\_\_\_\_   
Telephone

\_\_\_\_\_   
Fax

\_\_\_\_\_   
E-mail

  
\_\_\_\_\_  
First Selectwoman

  
\_\_\_\_\_  
Director of Purchasing

05/25/2022  
\_\_\_\_\_  
Date

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00 pm, Tuesday, 14<sup>th</sup> June, 2022**

To provide labor, materials and all else necessary for the supply, delivery, and installation of smart meeting room technology at eight (8) Town of Fairfield and Fairfield Public School locations as detailed in the attached specifications.

### NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No proposal shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. proposals are to be submitted in a sealed envelope and clearly marked "BID #2022-175" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the Proposer to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.

## OVERVIEW

The Town of Fairfield (Town) Purchasing Department and Fairfield Public Schools (FPS) are soliciting proposals for the supply, delivery, and installation of smart meeting room technology at eight (8) locations within the Town and FPS as detailed in this RFP document.

The purpose of the smart meeting rooms is to facilitate easy-to-run “hybrid” Town and Fairfield Public School meetings where:

- The system is simple enough to use that a layperson can set it up and operate it.
- Some participants may meet in person.
- Some participants may attend remotely.
- The public can view or participate in meetings remotely.

The Town engaged Zoom Video Communications, Inc. to provide equipment and wiring recommendations for several meeting spaces, some of which are equipped with some audio-visual equipment (i.e., projector(s) and/or flat panel display(s)) that the Town would like integrated into the smart meeting room design, and others of which will be wholly new installations. The designs and recommended parts lists from that engagement are included in this RFP document.

## SITE MEETINGS

Site meetings will commence at 725 Old Post Road, Sullivan Independence Hall, 1<sup>st</sup> Floor Conference Room, Fairfield, CT, at **1:00PM on Thursday, 2<sup>nd</sup> June, 2022**. The approximate timeline for the site visits will be as follows:

1. 725 Old Post Road, Sullivan Independence Hall, 1 <sup>st</sup> Floor Conference Room	1:00 pm
2. 611 Old Post Road, Old Town Hall, Conference Room	1:30 pm
3. Fire Training School – 205 Richard White Way	2:00 pm
4. Roger Ludlowe Middle School, 689 Unquowa Road	3:00 pm
5. Fairfield Ludlowe High School, 785 Unquowa Road	3:30 pm
6. Fairfield Public Schools, Central Office, 501 Kings Highway East, Unit 210	4:30 pm

- While the meeting is non-mandatory, prospective Proposers are encouraged to attend and will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

## ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

- It is each Proposer’s sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00 am on Tuesday 7th, June 2022**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the Proposer waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Lee A. Flaherty, Junior Buyer

[LFlaherty@fairfieldct.org](mailto:LFlaherty@fairfieldct.org)

Response will be in the form of an addendum that will be posted by approximately **Thursday, 9<sup>th</sup> June, 2022** to the Town of Fairfield website, which is [www.fairfieldct.org](http://www.fairfieldct.org). It is the responsibility of each Proposer to retrieve addenda from the website. Any contact about this bid between a Proposer and any other Municipal official and/or department manager and/or Municipal employee, other than as set forth above, may be grounds for disqualification of that Proposer. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

## LOCATIONS

Information about the locations below will be provided in **Exhibit A** of this RFP document. This information will include photographs of the designated smart meeting rooms, floor plans (if available), connection diagrams and parts specifications provided by Zoom.

### **Town Locations:**

1. Sullivan Independence Hall 1<sup>st</sup> Floor Conference Room – 725 Old Post Road
2. Old Town Hall Conference Room – 611 Old Post Road
3. Fire Training School Large Meeting Room – 205 Richard White Way
4. Fire Training School Classroom A – 205 Richard White Way
5. Fire Training School Classroom B – 205 Richard White Way

### **Fairfield Public School Locations:**

1. Fairfield Public Schools Central Office Board Room – *two way; divisible* – 501 Kings Highway East, Unit 210
2. Roger Ludlowe Middle School – Teams Room – 689 Unquowa Road
3. Fairfield Ludlowe High School – Lecture Hall – 785 Unquowa Road

## SCOPE OF WORK

- The rooms indicated in this RFP document will be operated as smart meeting rooms for various Town and FPS/BOE meetings. The rooms must be equipped to participate (host or join) any meeting platform such as Zoom, Cisco Webex, MS Teams, Google Meets, GoToMeeting, etc.
- The rooms shall be equipped to allow for in-person audio/visual purposes such as, but not limited to, classroom instruction, sales presentations/demonstrations, etc. where such presentations are also streamed to be viewed by invitation or by the public.
- The proposed equipment should be the same as, or of like quality and function to that specified in the Zoom-provided specifications included in this RFP.
- Some of the locations have challenging HVAC background noise; the Proposer must have equipment that has the ability to “tune” the Shure MXA910W-A (or equivalent) ceiling panel microphones to alleviate background noise from unwanted sources.
- The Contractor shall provide a training and orientation plan for the local administrators with pricing *included* in your proposal submission.
- The rooms indicated in this RFP are frequently in use therefore the Contractor shall heavily coordinate all work and implementation with Nancy Byrne, Director of Technology, Fairfield Public Schools, 203-255-8367, for this project.

## REQUIREMENTS

- A. A detailed listing of proposed system(s) as well as predictable recurring costs associated with the operation and maintenance of the smart meeting room equipment once it is installed (e.g. hardware, warranty, renewal fees, support program renewal fees, software update subscription fees).
- B. Contractor shall consider that the work outlined in this RFP may be required to be performed outside normal Monday – Friday, 9:00 am – 5:00 pm hours and Contractors should prepare their proposals accordingly.
- C. Contractor must propose design and/or system alternatives (if applicable). These may include essential items believed to be missing from the specified system or changes to make the system more efficient or easier to operate. The Contractor is to provide a brief description of the recommendations along with technical specifications and a breakdown of costs. These proposals may enhance the system performance or reduce costs without loss of performance. The Town and FPS will determine if the proposed change(s) are acceptable.
- D. Contractor is responsible for all electrical work and all low voltage requirements associated with this project ensuring that the new system is fully functional and complete. All costs associated with any electrical and low voltage work shall be detailed in the Contractor’s submission.
- E. Contractor is responsible to ensure that all means of support, suspension, attachment, fastening, bracing and seismic restraints used on the project are in accordance with all local, state, federal building codes.
- F. The installed systems will not be considered as functional system(s) by the Town and or FPS until all equipment is tested and functioning without defect to the satisfaction of the Town/FPS and that all training of Town/FPS personnel has been completed.
- G. Contractor must be the single point of contact relative to all equipment, services and support outlined in this RFP. If the Contractor utilizes equipment, services, or support from another manufacturer or supplier, Contractor shall be responsible for managing all relations and communications with those manufacturers and suppliers.
- H. Any damage done to any part of the Town’s property shall be repaired to the satisfaction of the Town, at no cost to the Town. This includes, but not limited to walls, ceiling tiles, light fixtures, and sprinkler heads.

## **REQUIREMENTS** *(continued)*

- I. All work shall be done in a professional manner and must comply with all Federal, State, and Local codes. All work requiring licensed electricians by code or regulation shall be done by employees having met such requirements.
- J. Any work deemed unsuitable as determined by the Town shall be corrected within 72 hours. Any corrected work shall be performed at no additional cost to the Town.
- K. Any sizes or estimate of quantities as shown on drawings are approximate and are not guaranteed in any respect. Prospective Proposers are to visit the site to verify scope of the work, measurements, quantities, etc., prior to submitting a proposal. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- L. Price is to include (if applicable) all labor, materials, transportation, tools, equipment, plans, mobilization, permits, insurances, etc., required to properly complete the project.
- M. The Proposer must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- N. If applicable, the successful Proposer **MUST** secure all required licenses and permits (local, state, federal) prior to commencing work on the site.
- O. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- P. If total project exceeds \$100,000 prevailing wage rates shall apply.
- Q. Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.
- R. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.
- S. All travel charges are to be included in the hourly labor rate. Proposers shall not charge the Town a separate “Trip Charge” or “Truck Charge” on any project performed under this Contract. The Contractor’s time shall not start until the Contractor has arrived onsite to start the project.
- T. Proposed prices shall be encompass everything necessary for furnishing all items, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, travel time to the service location overhead, mileage, profit, travel, administrative costs, testing of equipment, office supplies, phone, photocopies, mobilization, and in the case of services, completion of same, as per specifications. Materials and equipment are to be invoiced on a separate line item and will be marked up by the indicated percent (%) rate as proposed in the Bid Proposal.
- U. If the Contractor, or the proposed equipment, is on a State of Connecticut contract, the Contractor should provide contract pricing.
- V. Contractor shall remove all rubbish generated by the installation from the site. This is to include all wiring and material not being reused. Contractor will clean/vacuum, wipe and remove all dust, particles, and other debris caused by the installation, from Town/FPS premises. It is expected that where appropriate, recycling of materials will be done. All recycling is to be done in compliance with local, state, and federal laws.

## **SUBMISSION COMPONENTS**

This section of the RFP establishes certain standards of experience and financial capabilities for a Proposer to be deemed qualified by the Town. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The Town, at its sole discretion, will decide if a Proposer meets the standards. Each Proposer must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Proposer. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Proposer. Proposer must have been in business for a minimum of five (5) years.

## **SUBMISSION COMPONENTS** *(continued)*

- B. Provide the business history of the primary Proposer. Include any changes in the Proposer's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Proposer was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Proposer's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Proposer. If so, describe the circumstances.
- D. State whether the Proposer or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Proposer has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- G. State your relevant prior experience, including a list of at least five (5) clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each.
- H. Overview: Describe how your company plans to meet the project scope and services. The plan should explain the technical approach, methodology, specific tasks and activities that will be performed by your company.
- I. Proposers shall submit a chart showing the proposed project schedule including start and completion dates for each of the eight (8) locations listed in this RFP document.
- J. Describe any available technical support services and each associated cost. If there are different levels of support services, please describe each level and list the services included.

## **SELECTION PROCESS**

- 1. Candidates will be evaluated based on the following criteria:
  - Competitiveness of Fee Proposal. The Town is not bound to select the respondent who proposed the lowest price rather the respondent offering the best value for services requested. The Town reserves the right to negotiate fees with the selected respondent. It is the intent of the Town to award to a single Contractor.
  - Qualifications and demonstrated specialized experience of the proposed team, and the capacity and capability to complete all work on time and within budget.
  - References and examples of present/past work regarding the installation of smart meeting room technology in other public sector environments (municipalities, government buildings, schools, etc.)
  - Completeness and quality of the proposal submission.
- 2. The Town's evaluation team will individually review and rank each Proposer's submission using the evaluation matrix included in this RFP.
- 3. The evaluation team may short-list Respondents for interview in order to clarify qualifications and verify its evaluation. Additional services or significant changes to the submittals during the interview will not be entertained.
- 4. Based on the responses received, the Town may choose to continue or cancel the RFP process.

In addition to the data and documentation submitted in response to this process, the Town reserves the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Town chooses to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Town personnel shall be borne by the Town.

**EVALUATION OF PROPOSALS**

**POINT VALUE**

The Town will evaluate proposals based on:

- Competitiveness of Fee Proposal. (implementation, costs, ongoing costs, etc.) 35
  - Qualifications, demonstrated specialized experience of the proposed team, and capacity and capability to complete all work on time and within budget. 30
  - References and examples of present/past work regarding the installation of smart meeting room technology in other public sector environments (municipalities, government buildings, schools, etc.) 20
  - Completeness and quality of the proposal submission 15
- TOTAL 100

# PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, \_\_\_\_\_ have received the following contract documents,

1. RFP Document #2022-175,
2. Posted addenda (if any) numbered \_\_\_\_\_ thru \_\_\_\_\_, posted at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., for the supply, delivery, and installation of smart meeting room technology at eight (8) locations within the Town and FPS as detailed in this RFP document.

## Proposal Form Pricing Worksheet

Proposer must list below any and all exceptions\* to the requirements of this RFP and the scope of work.

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*\*Exceptions taken - serious exceptions taken may preclude a Proposer from being considered.*

**Proposer's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_



**REFERENCES**

Provide reference details of most recent similar scope projects performed:

**REFERENCE #1:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #2:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #3:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #4:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #5:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company _____	Fed ID # _____
Contact Person _____	Title _____
Company Address _____	Phone _____
_____	Email _____

**SUBCONTRACTOR #2:**

Name of Company _____	Fed ID # _____
Contact Person _____	Title _____
Company Address _____	Phone _____
_____	Email _____

**SUBCONTRACTOR #3:**

Name of Company _____	Fed ID # _____
Contact Person _____	Title _____
Company Address _____	Phone _____
_____	Email _____

**SUBCONTRACTOR #4:**

Name of Company _____	Fed ID # _____
Contact Person _____	Title _____
Company Address _____	Phone _____
_____	Email _____

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “**RFP #2022-175**” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

**QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Lee A. Flaherty, Junior Buyer: [LFlaherty@fairfieldct.org](mailto:LFlaherty@fairfieldct.org)

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

**BID BOND**

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

~~NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.~~

**PERMITS**

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

**PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

**PAYMENT PERIOD**

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**THE CONTRACTOR**

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Purchasing Authority.

**AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

**PERFORMANCE AND LABOR AND MATERIAL BOND** (May be required if any individual project exceeds \$100,000.00)

~~The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.~~

~~In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.~~

~~All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570\\_a\\_z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570_a_z.htm)~~

**BOND REQUIREMENT – NON-RESIDENT CONTRACTORS**

- ~~1. Non resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.~~
- ~~2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.~~

**GUARANTEE**

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

**CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**INSURANCE COVERAGE REQUIREMENTS**

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**INSURANCE COVERAGE REQUIREMENTS** *(continued)*

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

**INSURANCE RIDER**

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

**B. Minimum Scope and Limits of Insurance:**

**Worker's Compensation Insurance:**

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

**Commercial General Liability Insurance:**

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

**Automobile Liability Insurance:**

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

**Cyber Insurance:**

- One million dollars (1,000,000) aggregate.

**Umbrella/Excess Liability Insurance:**

- Five million dollars (\$1,000,000) each occurrence, five million dollars (\$1,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability and Automobile Liability.

**Indemnification:** The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**INSURANCE COVERAGE REQUIREMENTS** *(continued)*

**"Tail" Coverage:** If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

**Subcontractors:** The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

**Aggregate Limits:** It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

**Notice of Cancellation or Non-renewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

**Waiver of Governmental Immunity:** Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

**Waiver of Subrogation:** A waiver of subrogation in favor of the Town is required on all policies.

**Waiver/Estoppel:** Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

**Contractor's Insurance Additional Remedy:** Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

**Certificate of Insurance:** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

**HOLD HARMLESS**

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**PURCHASING AUTHORITY  
TOWN OF FAIRFIELD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

**LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

**FEDERAL, STATE, AND LOCAL LAWS**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

**CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

**NON-WAIVER CLAUSE**

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**ATTORNEY FEES**

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

**SCOPE OF WORK/SITE INSPECTIONS**

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

**EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

**UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

<b>RFP #</b>	2022-175	<b>Town of Fairfield Proposal Submissions</b>
<b>DESC</b>	Supply, Delivery, and Installation of Smart Meeting Room Technology	
<b>DATE</b>	28th June, 2022	<b>One Diversified, LLC North Haven, CT</b>
<b>TIME</b>	2:00pm	





## RFP RESPONSE: TECHNICAL PROPOSAL

November 10, 2022

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### **Town of Fairfield**

725 Old Post Road  
Fairfield, CT

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### **Smart Meeting Room Technology**

*Proposal Valid for 30 Days*



November 10, 2022

Lee A. Flaherty  
Junior Buyer  
Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824

Town of Fairfield Smart Meeting Room Technology

Dear Lee,

Thank you for considering Diversified to submit a proposal for the furnishing and installation of new AV equipment for the Town of Fairfield. Our proposal is based on the provided RFP and Materials within.

Diversified believes that it is uniquely qualified as a partner for this project based on the following attributes:

- The quantity and quality of full-time design, engineering, installation and client support resources
- Our commitment to highly trained teams; results in our maintaining AVIXA APEX credentials, complimented by Project Management Institute (PMI) project management staffing.
- The commitment we make to each of our clients to provide reliable and easy to use Zoom room systems.
- Diversified is a team of people driven to succeed in their effort to deliver outstanding results and hopes to continue our relationship with the Town of Fairfield for years to come.

Sincerely,

**Gui Alves**  
Account Executive  
Advanced Visual Environments  
O 203.747.7149 | M 860.841.7872  
60 Dodge Ave  
North Haven, CT 06473  
[galves@onediversified.com](mailto:galves@onediversified.com)



## SCOPE OF SERVICES

### SULLIVAN INDEPENDENCE HALL 1<sup>ST</sup> FLOOR CONFERENCE ROOM VIDEO

- The existing Sony 85" Display will be deinstalled along with the mount and turned over to the client for use in a different space.
- Diversified will provide and install (2) two new Sony 82" Displays along with (2) two new wall mounting brackets on the front wall side-by-side.
  - A new mount with component storage panel will be installed to accommodate the new equipment for this space to be installed behind the display.
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
- Diversified will provide and install a USB 3 switcher to toggle the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will provide and install (2) Logitech Rally PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - The camera features auto-framing "RightSight" technology that can automatically frame all conference participants within the room, eliminating the need for manually operating the pan, tilt, and zoom controls. This feature can be turned off manually as needed.
  - Switching between the 2 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>

### AUDIO

- Diversified will provide and install (1) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.
  - This microphone features a beamforming technology to automatically pick up active participants in the room.
- Diversified will re-use the existing (6) ceiling speakers in the space for proper audio coverage.
  - A single zone amplifier will be reused.
- A new audio DSP will be installed behind the display.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

### CONTROL

- The collaboration system includes one tabletop 10" touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a "page-flip" to an additional control page. Controls included –
  - Toggle between Zoom and OFE PC
  - Audio Controls



## OLD TOWN HALL CONFERENCE ROOM

### VIDEO

- Diversified to provide and install (2) new 65" LED LCD displays at the front of the room.
  - A new mount with component storage panel will be installed to accommodate the new equipment for this space to be installed behind the display.
  - *Sufficient wall blocking and electrical/data for the new displays will be the responsibility of the client.*
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
- Diversified will provide and install a USB 3 switcher to toggle the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will provide and install (2) Logitech Rally PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - The camera features auto-framing "RightSight" technology that can automatically frame all conference participants within the room, eliminating the need for manually operating the pan, tilt, and zoom controls. This feature can be turned off manually as needed.
  - Switching between the 2 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>

### AUDIO

- Diversified will provide and install (1) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.
  - This microphone features a beamforming technology to automatically pick up active participants in the room.
- Diversified will provide and install (8) new ceiling speakers in the space for proper audio coverage.
  - A single zone amplifier will be installed behind the display.
- A new audio DSP will be installed behind the display.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

### CONTROL

- The collaboration system includes one tabletop 10" touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a "page-flip" to an additional control page. Controls included –
  - Toggle between Zoom and OFE PC
  - Audio Controls



## FIRE TRAINING SCHOOL LARGE MEETING ROOM

### VIDEO

- The existing displays will be reused in this space.
  - There are currently (3) ceiling mounted displays and (1) projection system. All are to be re-used.
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
- Diversified will provide and install a USB 3 switcher to toggle the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will provide an AV over IP video system to route video signals from the podium location to all displays in the space.
- Diversified will provide and install (2) Logitech Rally PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - The camera features auto-framing “RightSight” technology that can automatically frame all conference participants within the room, eliminating the need for manually operating the pan, tilt, and zoom controls. This feature can be turned off manually as needed.
  - Switching between the 2 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>

### AUDIO

- Diversified will provide and install (4) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.
  - This microphone features a beamforming technology to automatically pick up active participants in the room.
- Diversified will provide and install a new 2 channel wireless microphone system in the room.
  - Includes (2)Bodypack transmitters with cardioid lapel microphone.
  - Will connect via Dante to the audio DSP.
- The existing podium microphone will be re-used.
- Diversified will provide and install (7) new ceiling speakers and re-use (9) existing ceiling speakers in the space for proper audio coverage.
  - A two zone amplifier will be installed in the AV Rack.
- A new audio DSP will be installed in the AV Rack.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

### CONTROL

- The collaboration system includes one tabletop 10” touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a “page-flip” to an additional control page. The following controls will be available –
  - Display On/Off
  - Video Signal Routing
  - Advanced audio controls

### ADDITIONAL EQUIPMENT

- Diversified will provide and install a new slim credenza rack in the front of the room.



## FIRE TRAINING SCHOOL CLASSROOM A OR B (1 ROOM)

### VIDEO

- The existing displays will be reused in this space.
  - There are currently (1) wall mounted display in the rear of the room and (1) projection system in the front of the room.
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
- Diversified will provide and install a USB 3 switcher to toggle the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will re-use the existing Crestron DMPS video switcher to route video signals to the displays in the room.
- Diversified will provide and install (2) Logitech Rally PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - The camera features auto-framing “RightSight” technology that can automatically frame all conference participants within the room, eliminating the need for manually operating the pan, tilt, and zoom controls. This feature can be turned off manually as needed.
  - Switching between the 2 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>

### AUDIO

- Diversified will provide and install (1) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.
  - This microphone features a beamforming technology to automatically pick up active participants in the room.
- The existing podium microphone will be re-used.
- Diversified will provide and install (8) new ceiling speakers in the space for proper audio coverage.
  - A single zone amplifier will be installed in the AV Rack.
- A new audio DSP will be installed in the AV Rack.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

### CONTROL

- The collaboration system includes one tabletop 10” touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a “page-flip” to an additional control page. Controls included –
  - Toggle between Zoom and OFE PC
  - Audio Controls

### ADDITIONAL EQUIPMENT

- The existing AV rack and power distribution in the podium will be re-used.



## BOARD OF EDUCATION CENTRAL OFFICE BOARD ROOM

### VIDEO

- Diversified will provide and install (1) one 86" interactive LED LCD display and (1) one non-interactive display in the room.
  - (1) Interactive Display will be wall mounted on the front wall. (1) non-interactive Display will be mounted on a mobile cart.
  - The mobile cart display will be for presentation only when the rooms are divided. When the rooms are combined the mobile cart can be used as a confidence monitor or ancillary display.
  - *Sufficient wall blocking and electrical/data for the new display will be the responsibility of the client.*
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
  - Zoom functionality will only be enabled for the front room when divided or when both rooms are combined.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- Diversified will provide and install a USB Bridge to route the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will provide an AV over IP video system to route video signals from the podium location to all displays in the space.
- A local HDMI wall plate with USB connection will be installed below the front display.
  - This local input will not be utilized for Zoom meetings, it will be for presentations only.
- Diversified will provide and install (4) QSC QSyS PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - Switching between the 4 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>
    - *Note: Zoom only supports a maximum of 3 cameras currently, camera selection must be made via the advanced controls page prior to the meeting start.*
  - When the rooms are divided only the front camera(s) will be useable.
- The Non-Interactive Display will not have VTC capabilities day one.

### AUDIO

- Diversified will provide and install (4) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.
  - This microphone features a beamforming technology to automatically pick up active participants in the room.
  - The microphones can be configured to provide voice lift in the space so that people speaking in the front of the room will be audible in the rear of the room and vice-versa.
- Diversified will provide and install a new 2 channel wireless microphone system in the room.
  - Includes (2) Bodypack transmitters with cardioid lapel microphone.
  - Will connect via Dante to the audio DSP.
- The existing podium microphone will be re-used.
- Diversified will provide and install (20) new ceiling speakers in the space for proper audio coverage.
  - A eight zone amplifier will be installed in the AV Rack to ensure proper coverage and routing for the voice lift system.



- A new audio DSP will be installed in the AV Rack.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

## CONTROL

- The collaboration system includes one tabletop 10" touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a "page-flip" to an additional control page. The following controls will be available –
  - Display On/Off
  - Video Signal Routing
  - Zoom/OFE PC modes
  - Advanced audio controls
  - Room Divide/Combine modes

## ADDITIONAL EQUIPMENT

- Diversified will provide and install a new AV rack with power distribution at a location TBD with the client.

## ROGER LUDLOWE MIDDLE SCHOOL-TEAMS ROOM

### VIDEO

- Diversified will provide and install (1) 86" interactive LED LCD display in the room.
  - Display will be wall mounted on the front wall.
  - Diversified will remove the existing projector.
  - *Sufficient wall blocking and electrical/data for the new display will be the responsibility of the client.*
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
- Diversified will provide and install a USB 3 switcher to toggle the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will provide an HDMI over CatX video extender to route video signal from the AV Rack location to the display on the front wall.
- A local HDMI wall plate with USB connection will be installed below the front display.
  - This local input will not be utilized for Zoom meetings, it will be for presentations only.
- Diversified will provide and install (2) Logitech Rally PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - The camera features auto-framing "RightSight" technology that can automatically frame all conference participants within the room, eliminating the need for manually operating the pan, tilt, and zoom controls. This feature can be turned off manually as needed.
  - Switching between the 2 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>

### AUDIO

- Diversified will provide and install (2) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.
  - This microphone features a beamforming technology to automatically pick up active participants in the room.
- Diversified will provide and install a new 2 channel wireless microphone system in the room.
  - Includes (2) Bodypack transmitters with cardioid lapel microphone.





- Will connect via Dante to the audio DSP.
- Diversified will provide and install (16) new ceiling speakers in the space for proper audio coverage.
  - A single zone amplifier will be installed in the AV Rack.
- A new audio DSP will be installed in the AV Rack.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

## CONTROL

- The collaboration system includes one tabletop 10" touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a "page-flip" to an additional control page. The following controls will be available –
  - Display On/Off
  - Video Signal Routing
  - Advanced audio controls

## ADDITIONAL EQUIPMENT

- Diversified will provide and install a new AV rack with power distribution at a location TBD with the client.

## FAIRFIELD LUDLOWE HIGH SCHOOL-LECTURE HALL

### VIDEO

- Diversified will provide and install (1) 86" interactive LED LCD display in the room.
  - Display will be wall mounted on the front wall.
  - Diversified will remove the existing projector.
  - *Sufficient wall blocking and electrical/data for the new display will be the responsibility of the client.*
- Diversified to provide and install a new Logitech Tap Zoom Base bundle.
  - Includes Logitech Tap touch panel, Intel PC pre-configured for Zoom Rooms, and a Cat5e extension kit for the Tap.
  - *Town of Fairfield will be responsible for all Zoom account creation and Room licensing.*
  - Configuration for Zoom to join 3<sup>rd</sup> party meeting services such as Teams or Webex must be configured by the client - <https://support.zoom.us/hc/en-us/articles/360001163206-Join-a-Third-Party-Meeting-from-a-Zoom-Room>
- Diversified will provide and install a USB 3 switcher to toggle the audio and video peripherals between the Zoom PC and an OFE PC.
  - OFE PC will be used to manually host meetings from 3<sup>rd</sup> party conferencing platforms such as Teams, Google Meet, etc.
- The Customer will be able to share content wirelessly via Zoom application running on their device by joining the Zoom meeting and sharing content from their personal device as needed.
- The Logitech Tap features a convenient local HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required.
- Diversified will provide an HDMI over CatX video extender to route video signal from the AV Rack location to the display on the front wall.
- A local HDMI wall plate with USB connection will be installed below the front display.
  - This local input will not be utilized for Zoom meetings, it will be for presentations only.
- Diversified will provide and install (2) Logitech Rally PTZ cameras in the space.
  - A front camera will capture all participants in the room and rear camera will capture a presenter at the front.
  - The camera features auto-framing "RightSight" technology that can automatically frame all conference participants within the room, eliminating the need for manually operating the pan, tilt, and zoom controls. This feature can be turned off manually as needed.
  - Switching between the 2 cameras must be configured on the Zoom settings to allow selection between the front and rear - <https://support.zoom.us/hc/en-us/articles/4423188231053-Using-Multi-Camera-mode-in-Zoom-Rooms>

### AUDIO

- Diversified will provide and install (4) Sennheiser TeamConnect 2 ceiling microphone in the ceiling grid.



- This microphone features a beamforming technology to automatically pick up active participants in the room.
- Diversified will provide and install a new 2 channel wireless microphone system in the room.
  - Includes (2) Bodypack transmitters with cardioid lapel microphone.
  - Will connect via Dante to the audio DSP.
- Diversified will provide and install (16) new ceiling speakers in the space for proper audio coverage.
  - A single zone amplifier will be installed in the AV Rack.
- A new audio DSP will be installed in the AV Rack.
  - Features a USB port to connect to the Zoom PC for use with the audio peripherals in the room.

## **CONTROL**

- The collaboration system includes one tabletop 10" touch panel that will display the Zoom UI.
- Additional QSC licenses will be installed to program advanced controls available from the Logitech Tap via a "page-flip" to an additional control page. The following controls will be available –
  - Display On/Off
  - Video Signal Routing
  - Advanced audio controls

## **ADDITIONAL EQUIPMENT**

- Diversified will provide and install a new AV rack with power distribution at a location TBD with the client.

## **ADDITIONAL NOTES**

- Electrical work is not part of this Scope of Work by Diversified. Customer is responsible for providing Power and Data at the various locations which Diversified will provide on the Drawing Package.
- Pricing reflects installation being performed during standard business hours.
- Training will be provided once the Systems have been installed.



# PRICING

## Sullivan Independence Hall 1<sup>st</sup> Floor Conference Room

Pricing Reflects CT State Colleges & Universities Contract SO-19114									
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price	
<b>1 Sullivan Independence Hall 1st Floor Conference Room</b>									
<b>01-DISPLAYS</b>									
1.10	Samsung	BE82T-H	82" 4K UHD Display with Built In Wifi	2.00	\$2,077.00	19.98	\$1,662.00	\$3,324.00	
1.20	Chief	LTM1U	Large height adjustable tilt wall mount	2.00	\$412.00	30.10	\$288.00	\$576.00	
1.30	Chief	CSPR	Component storage panel removeable	2.00	\$228.00	29.82	\$160.00	\$320.00	
								<b>Items Subtotal</b>	<b>\$4,220.00</b>
<b>02-VIDEO CONFERENCE</b>									
1.40	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00	
1.50	Logitech	960-001226	Logitech Rally Camera - Premium PTZ camera with Ul...	2.00	\$1,399.00	10.01	\$1,259.00	\$2,518.00	
1.60	Logitech	939-001799	Logitech Strong USB-C TO USB-A CABLE, 10m	1.00	\$249.00	10.04	\$224.00	\$224.00	
1.70	Logitech	939-001802	25M USB Extension Cable	1.00	\$599.00	10.02	\$539.00	\$539.00	
1.80	Inogeni	TOGGLE	Toggle - USB 3.0 Switcher	1.00	\$445.00	9.89	\$401.00	\$401.00	
1.90	Attona	AT-JUNO-451	4K HDR Four-Input HDMI Switcher with Auto-Switching	1.00	\$578.00	10.03	\$520.00	\$520.00	
1.100	Customer	OFE Item	OFE PC	1.00	\$0.00	0.00	\$0.00	\$0.00	
1.160	Customer	OFE Item	OFE Ceiling Speaker Amplifier	1.00	\$0.00	0.00	\$0.00	\$0.00	
								<b>Items Subtotal</b>	<b>\$6,069.00</b>
<b>03-AUDIO</b>									
1.110	QSC	CORE NANO	Q-SYS Network I/O Processor	1.00	\$2,085.00	24.99	\$1,564.00	\$1,564.00	
1.120	QSC	QIO-ML2x2	Q-SYS Peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	1.00	\$665.00	24.96	\$499.00	\$499.00	
1.130	JBL	CONTROL 26CT	6.5 Ceiling Speaker (Priced as Each, Sold as Pairs) w/Transformer, 70V (Priced as Each, Sold as Pairs)	6.00	\$235.53	100.00	\$0.00	\$0.00	
1.140	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	1.00	\$5,625.00	32.68	\$3,787.00	\$3,787.00	
1.150	Netgear	GSM4210PD-100NAS	M4250-9G1F-PoE+ Desktop Managed Switch 8x1G PoE+ 110W 1x1G and 1xSFP AV Line	1.00	\$799.00	10.01	\$719.00	\$719.00	
								<b>Items Subtotal</b>	<b>\$6,569.00</b>
<b>04-CONTROL</b>									
1.170	QSC	SL-QSE-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00	
1.180	QSC	SL-QUD-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1.00	\$112.50	25.33	\$84.00	\$84.00	
1.190	QSC	QIO-S4	Q-SYS Peripheral providing Control Expansion with 4 Serial Communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC.	1.00	\$445.00	24.94	\$334.00	\$334.00	
								<b>Items Subtotal</b>	<b>\$587.00</b>
<b>zz.Miscellaneous Materials</b>									
1.320	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$1,595.00	\$1,595.00	
								<b>Items Subtotal</b>	<b>\$1,595.00</b>
<b>Professional Services</b>									
1.200	Diversified	Engineer	Design Engineering Services	1.00				\$1,080.00	
1.210	Diversified	CAD Operator	Drafting Services	1.00				\$680.00	
1.220	Diversified	Project Manager	Project Management Services	1.00				\$1,200.00	
1.230	Diversified	Field Engineer	Field Engineering Services	1.00				\$1,000.00	
1.240	Diversified	Programmer	Programming Services	1.00				\$500.00	
1.260	Diversified	Installation Tech	On-site Installation Services	1.00				\$3,492.00	
1.270	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00	
1.290	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00	
1.280	Diversified	Field Engineer	DSP Programming Services	1.00				\$500.00	
								<b>Services Subtotal</b>	<b>\$9,452.00</b>
								<b>Room/Task Total</b>	<b>\$28,492.00</b>



# PRICING CONT'D

## Old Town Hall Conference Room

Pricing Reflects CT State Colleges & Universities Contract SO-19114								
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price
<b>2 Old Town Hall Conference Room</b>								
<b>01-DISPLAYS</b>								
2.10	Sony	FW65BZ30J	65" LED, 4K HDR, Professional Display	2.00	\$1,677.94	15.01	\$1,426.00	\$2,852.00
2.20	Chief	LTM1U	Large height adjustable tilt wall mount	2.00	\$412.00	30.10	\$288.00	\$576.00
2.30	Chief	CSPR	Component storage panel removeable	2.00	\$228.00	29.82	\$160.00	\$320.00
							<b>Items Subtotal</b>	<b>\$3,748.00</b>
<b>02-VIDEO CONFERENCE</b>								
2.40	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00
2.50	Logitech	960-001226	Logitech Rally Camera - Premium PTZ camera with UL...	2.00	\$1,399.00	10.01	\$1,259.00	\$2,518.00
2.60	Logitech	939-001799	Logitech Strong USB-C TO USB-A CABLE, 10m	1.00	\$249.00	10.04	\$224.00	\$224.00
2.70	Logitech	939-001802	25M USB Extension Cable	1.00	\$599.00	10.02	\$539.00	\$539.00
2.80	Inogeni	TOGGLE	Toggle - USB 3.0 Switcher	1.00	\$445.00	9.89	\$401.00	\$401.00
2.90	Atlona	AT-JUNO-451	4K HDR Four-Input HDMI Switcher with Auto-Switching	1.00	\$578.00	10.03	\$520.00	\$520.00
2.100	Customer	OFE Item	OFE PC	1.00	\$0.00	0.00	\$0.00	\$0.00
							<b>Items Subtotal</b>	<b>\$6,069.00</b>
<b>03-AUDIO</b>								
2.110	QSC	CORE NANO	Q-SYS Network I/O Processor	1.00	\$2,085.00	24.99	\$1,564.00	\$1,564.00
2.120	QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8 ohm bypass, 110-deg conical coverage, includes C-ring and rails. Priced individually but must be purchased in pairs.	6.00	\$160.00	25.00	\$120.00	\$720.00
2.130	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	1.00	\$5,625.00	32.68	\$3,787.00	\$3,787.00
2.140	Netgear	GSM4210PD-100NAS	M4250-9G1F-PoE+ Desktop Managed Switch 8x1G PoE+ 110W 1x1G and 1xSFP AV Line	1.00	\$799.00	10.01	\$719.00	\$719.00
2.150	Extron	60-1501-01	Netpa 1001-70V At, One Channel Dante Amp, 100 Watts At 70 Volts	1.00	\$1,160.00	35.00	\$754.00	\$754.00
							<b>Items Subtotal</b>	<b>\$7,544.00</b>
<b>04-CONTROL</b>								
2.160	QSC	SL-QSE-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00
2.170	QSC	SL-QUD-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1.00	\$112.50	25.33	\$84.00	\$84.00
2.180	QSC	QIO-S4	Q-SYS Peripheral providing Control Expansion with 4 Serial Communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC.	1.00	\$445.00	24.94	\$334.00	\$334.00
							<b>Items Subtotal</b>	<b>\$587.00</b>
<b>zz.Miscellaneous Materials</b>								
2.310	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$1,808.00	\$1,808.00
							<b>Items Subtotal</b>	<b>\$1,808.00</b>
<b>Professional Services</b>								
2.190	Diversified	Engineer	Design Engineering Services	1.00				\$1,080.00
2.200	Diversified	CAD Operator	Drafting Services	1.00				\$680.00
2.210	Diversified	Project Manager	Project Management Services	1.00				\$1,200.00
2.220	Diversified	Field Engineer	Field Engineering Services	1.00				\$1,000.00
2.230	Diversified	Programmer	Programming Services	1.00				\$500.00
2.250	Diversified	Installation Tech	On-site Installation Services	1.00				\$3,104.00
2.260	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00
2.280	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00
2.270	Diversified	Field Engineer	DSP Programming Services	1.00				\$500.00
							<b>Services Subtotal</b>	<b>\$9,064.00</b>
							<b>Room/Task Total</b>	<b>\$28,820.00</b>



# PRICING CONT'D

## Fire Training School Large Meeting Room

Pricing Reflects CT State Colleges & Universities Contract SO-19114								
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price
<b>3</b>								
<b>Fire Training School Large Meeting Room</b>								
<b>01-DISPLAYS</b>								
3.10	Customer	OFE Item	OFE Displays	3.00	\$0.00	0.00	\$0.00	\$0.00
3.20	Customer	OFE Item	OFE Projection System	1.00	\$0.00	0.00	\$0.00	\$0.00
							<b>Items Subtotal</b>	<b>\$0.00</b>
<b>02-VIDEO</b>								
3.30	Logitech	960-001226	Logitech Rally Camera - Premium PTZ camera with Ul...	2.00	\$1,399.00	10.01	\$1,259.00	\$2,518.00
3.40	Logitech	939-001805	45M Strong USB 3.1 Cable	1.00	\$999.00	10.01	\$899.00	\$899.00
3.50	Logitech	939-001802	25M USB Extension Cable	1.00	\$599.00	10.02	\$539.00	\$539.00
3.60	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00
3.70	VISIONARY SOLUTIONS	E4100	PacketAV E4100 Encoder	4.00	\$899.00	15.02	\$764.00	\$3,056.00
3.80	Visionary Solutions	D4200	PacketAV D4200 A/V Decoder; POE; AES67/Dante	4.00	\$999.00	15.02	\$849.00	\$3,396.00
3.90	Customer	OFE Item	OFE PC	1.00	\$0.00	0.00	\$0.00	\$0.00
3.100	Inogeni	TOGGLE	Toggle - USB 3.0 Switcher	1.00	\$445.00	9.89	\$401.00	\$401.00
							<b>Items Subtotal</b>	<b>\$12,676.00</b>
<b>03-AUDIO</b>								
3.110	QSC	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1.00	\$4,170.00	24.99	\$3,128.00	\$3,128.00
3.120	JBL	CONTROL 26CT	6.5 Ceiling Speaker (Priced as Each, Sold as Pairs) w/Transformer, 70V (Priced as Each, Sold as Pairs)	9.00	\$235.53	100.00	\$0.00	\$0.00
3.130	JBL	CONTROL 26CT	6.5 Ceiling Speaker (Priced as Each, Sold as Pairs) w/Transformer, 70V (Priced as Each, Sold as Pairs)	7.00	\$235.53	24.85	\$177.00	\$1,239.00
3.140	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	4.00	\$5,625.00	32.68	\$3,787.00	\$15,148.00
3.150	Extron	60-1767-02	Netpa U 1002-70V, Two Channel Dante Amp, 100 Watts At 70 Volts	1.00	\$2,590.00	34.98	\$1,684.00	\$1,684.00
3.160	Sennheiser	SL MCR 2 DW-4	SpeechLine Multi-Channel Receiver with 2 SL DW RF Links. Features Analog output with (2) Dante Interfaces and PoE power supply.	1.00	\$1,625.00	20.00	\$1,300.00	\$1,300.00
3.170	Sennheiser	CHG 2N US	Network Charger, features Universal Charging Bays For SL Bodypack DW or SL Handheld DW	1.00	\$369.00	20.05	\$295.00	\$295.00
3.180	Sennheiser	SL Bodypack - MKE 40 KIT DW-4	SpeechLine Digital Wireless Bodypack kit. Includes (1) SL Bodypack DW and (1) MKE 40 (cardioid, condenser)	2.00	\$789.00	20.03	\$631.00	\$1,262.00
							<b>Items Subtotal</b>	<b>\$24,056.00</b>
<b>04-CONTROL</b>								
3.190	QSC	SL-QUd-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00
3.200	QSC	SL-QSE-110-P	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1.00	\$450.00	24.89	\$338.00	\$338.00
3.210	Netgear	GSM4230PX-100NAS	M4250-26G4XF-PoE+, 24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch	1.00	\$1,999.00	10.01	\$1,799.00	\$1,799.00
3.220	QSC	QIO-S4	Q-SYS Peripheral providing Control Expansion with 4 Serial Communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC.	1.00	\$445.00	24.94	\$334.00	\$334.00
							<b>Items Subtotal</b>	<b>\$2,640.00</b>
<b>05-RACK</b>								
3.230	Middle Atlantic	C3-FF32-3	C3 Series Credenza Frame, 3 Bay, 32 Inches High	1.00	\$1,860.00	35.00	\$1,209.00	\$1,209.00
3.240	Middle Atlantic	C3K3D1HA0D7ZPLWH	C3 Series HPL Woodkit, 3 Bay, 32 Inches High, 5th Ave Elm with White Gloss Doors	1.00	\$2,743.00	35.00	\$1,783.00	\$1,783.00
3.250	Middle Atlantic	C3TECHKIT4-SO	C3_RACKKIT_4RU_SLIDEOUT	3.00	\$767.00	34.94	\$499.00	\$1,497.00
3.260	Middle Atlantic	PD-915R	9OUT_15A_RCKMNT POWER CEN	1.00	\$220.00	35.00	\$143.00	\$143.00
							<b>Items Subtotal</b>	<b>\$4,632.00</b>
<b>zz.Miscellaneous Materials</b>								
3.390	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$4,008.00	\$4,008.00
							<b>Items Subtotal</b>	<b>\$4,008.00</b>
<b>Professional Services</b>								
3.270	Diversified	Engineer	Design Engineering Services	1.00				\$3,240.00
3.280	Diversified	CAD Operator	Drafting Services	1.00				\$1,632.00
3.290	Diversified	Project Manager	Project Management Services	1.00				\$1,920.00
3.300	Diversified	Field Engineer	Field Engineering Services	1.00				\$2,000.00
3.310	Diversified	Programmer	Programming Services	1.00				\$1,000.00
3.320	Diversified	Fabrication Tech	Rack Fabrication Services	1.00				\$2,088.00
3.330	Diversified	Installation Tech	On-site Installation Services	1.00				\$7,760.00
3.340	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00
3.360	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00
3.350	Diversified	Field Engineer	DSP Programming Services	1.00				\$1,000.00
							<b>Services Subtotal</b>	<b>\$21,640.00</b>
							<b>Room/Task Total</b>	<b>\$69,652.00</b>



# PRICING CONT'D

## Fire Training School Classrooms A or B (1 Room)

Pricing Reflects CT State Colleges & Universities Contract SO-19114								
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price
<b>4 Fire Training School Classrooms A or B</b>								
<b>01-DISPLAYS</b>								
4.10	Customer	OFE Item	OFE Display	1.00	\$0.00	0.00	\$0.00	\$0.00
4.20	Customer	OFE Item	OFE Projection System	1.00	\$0.00	0.00	\$0.00	\$0.00
							<b>Items Subtotal</b>	<b>\$0.00</b>
<b>02-VIDEO</b>								
4.30	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00
4.40	Logitech	960-001226	Logitech Rally Camera - Premium PTZ camera with UL...	2.00	\$1,399.00	10.01	\$1,259.00	\$2,518.00
4.50	Logitech	939-001802	25M USB Extension Cable	2.00	\$599.00	10.02	\$539.00	\$1,078.00
4.60	Crestron	DMPS3-4K-150-C	3-Series® 4K DigitalMedia™ Presentation System 150	1.00	\$5,500.00	100.00	\$0.00	\$0.00
4.70	Inogeni	TOGGLE	Toggle - USB 3.0 Switcher	1.00	\$445.00	9.89	\$401.00	\$401.00
4.80	Customer	OFE Item	OFE PC	1.00	\$0.00	0.00	\$0.00	\$0.00
							<b>Items Subtotal</b>	<b>\$5,864.00</b>
<b>03-AUDIO</b>								
4.90	QSC	CORE NANO	Q-SYS Network I/O Processor	1.00	\$2,085.00	24.99	\$1,564.00	\$1,564.00
4.100	QSC	QIO-ML2x2	Q-SYS Peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	1.00	\$665.00	24.96	\$499.00	\$499.00
4.110	QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8 ohm bypass, 110-deg conical coverage, includes C-ring and rails. Priced individually but must be purchased in pairs.	8.00	\$160.00	25.00	\$120.00	\$960.00
4.120	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	1.00	\$5,625.00	32.68	\$3,787.00	\$3,787.00
4.130	Extron	60-1501-01	Netpa 1001-70V At, One Channel Dante Amp, 100 Watts At 70 Volts	1.00	\$1,160.00	35.00	\$754.00	\$754.00
							<b>Items Subtotal</b>	<b>\$7,564.00</b>
<b>04-CONTROL</b>								
4.140	Netgear	GSM4212P-100NAS	M4250 - AV Line - 10G2F	1.00	\$799.00	10.01	\$719.00	\$719.00
4.150	QSC	SL-QUD-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1.00	\$112.50	25.33	\$84.00	\$84.00
4.160	QSC	SL-QSE-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00
4.170	QSC	QIO-S4	Q-SYS Peripheral providing Control Expansion with 4 Serial Communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC.	1.00	\$445.00	24.94	\$334.00	\$334.00
							<b>Items Subtotal</b>	<b>\$1,306.00</b>
<b>05-RACK</b>								
4.180	Middle Atlantic	CFR-14-18	14SP,CABINET FRAME RK,18D	1.00	\$541.00	34.94	\$352.00	\$352.00
4.190	Middle Atlantic	PD-8155C	SLIM PWR STRP,8OUT,15A,W/	1.00	\$190.00	34.74	\$124.00	\$124.00
4.200	Middle Atlantic	5-RS18	18"BOTTOM RUNNER SET	1.00	\$61.50	34.96	\$40.00	\$40.00
							<b>Items Subtotal</b>	<b>\$516.00</b>
<b>zz.Miscellaneous Materials</b>								
4.330	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$1,653.00	\$1,653.00
							<b>Items Subtotal</b>	<b>\$1,653.00</b>
<b>Professional Services</b>								
4.210	Diversified	Engineer	Design Engineering Services	1.00				\$1,080.00
4.220	Diversified	CAD Operator	Drafting Services	1.00				\$680.00
4.230	Diversified	Project Manager	Project Management Services	1.00				\$960.00
4.240	Diversified	Field Engineer	Field Engineering Services	1.00				\$1,000.00
4.250	Diversified	Programmer	Programming Services	1.00				\$500.00
4.260	Diversified	Fabrication Tech	Rack Fabrication Services	1.00				\$696.00
4.270	Diversified	Installation Tech	On-site Installation Services	1.00				\$3,104.00
4.280	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00
4.300	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00
4.290	Diversified	Field Engineer	DSP Programming Services	1.00				\$500.00
							<b>Services Subtotal</b>	<b>\$9,520.00</b>
							<b>Room/Task Total</b>	<b>\$26,423.00</b>



# PRICING CONT'D

## Board of Education Central Office Board Room

Pricing Reflects CT State Colleges & Universities Contract SO-19114								
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price
<b>Board of Education Central Office Board Room</b>								
<i>01-DISPLAYS</i>								
5.10	Vivitek	EK863I	86" Multi-Touch Interactive Flat Screen	1.00	\$11,000.00	42.75	\$6,297.00	\$6,297.00
5.20	Chief	XTM1U	Extra Large tilt mount assembly	1.00	\$494.00	29.96	\$346.00	\$346.00
5.30	Samsung	BE82T-H	82" 4K UHD Display with Built In Wifi	1.00	\$2,077.00	19.98	\$1,662.00	\$1,662.00
5.40	Conen	RLI10070CK	Adjustable Height Mobile Cart w/ C-Style Base	1.00	\$1,449.00	13.80	\$1,249.00	\$1,249.00
							<b>Items Subtotal</b>	<b>\$9,554.00</b>
<i>02-VIDEO</i>								
5.50	QSC	PTZ-12X72	Q-SYS PoE camera for AV-to-USB Bridging. 12x Optical Zoom 72-deg horizontal field of view. For small to medium conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 bracket	4.00	\$4,495.00	25.01	\$3,371.00	\$13,484.00
5.60	QSC	I/O USB Bridge	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless usb 2.0 connection. Includes dual LAN connections.	4.00	\$2,085.00	24.99	\$1,564.00	\$6,256.00
5.70	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00
5.80	StarTech	HB30A3A1CSFS	4-Port USB Hub - USB 3.0 - USB-A to 3x USB-A and 1x USB-C - Includes Power Adapter	1.00	\$70.99	25.34	\$53.00	\$53.00
5.90	VISIONARY SOLUTIONS	E4100	PacketAV E4100 Encoder	2.00	\$899.00	15.02	\$764.00	\$1,528.00
5.100	Visionary Solutions	D4200	PacketAV D4200 A/V Decoder; POE; AES67/Dante	2.00	\$999.00	15.02	\$849.00	\$1,698.00
5.110	C2G	39702	Decora HDMI/USB Dongle F/	1.00	\$75.99	11.83	\$67.00	\$67.00
5.120	Customer	OFE Item	OFE PC	1.00	\$0.00	0.00	\$0.00	\$0.00
							<b>Items Subtotal</b>	<b>\$24,953.00</b>
<i>03-AUDIO</i>								
5.130	QSC	CORE NANO	Q-SYS Network I/O Processor	1.00	\$2,085.00	24.99	\$1,564.00	\$1,564.00
5.140	QSC	SL-DAN-16-P	Q-SYS Software-based Dante 16x16 Channel License, Perpetual	1.00	\$545.00	24.95	\$409.00	\$409.00
5.150	QSC	QIO-ML2x2	Q-SYS Peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	2.00	\$665.00	24.96	\$499.00	\$998.00
5.160	QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8 ohm bypass, 110-deg conical coverage, includes C-ring and rails. Priced individually but must be purchased in pairs.	20.00	\$160.00	25.00	\$120.00	\$2,400.00
5.170	QSC	CX-Q 4K8	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inputs, 100-240v.	1.00	\$5,645.00	25.00	\$4,234.00	\$4,234.00
5.180	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	4.00	\$5,625.00	32.68	\$3,787.00	\$15,148.00
5.190	Sennheiser	SL MCR 2 DW-4	SpeechLine Multi-Channel Receiver with 2 SL DW RF Links. Features Analog output with (2) Dante Interfaces and PoE power supply.	1.00	\$1,625.00	20.00	\$1,300.00	\$1,300.00
5.200	Sennheiser	CHG 2N US	Network Charger, features Universal Charging Bays For SL Bodypack DW or SL Handheld DW	1.00	\$369.00	20.05	\$295.00	\$295.00
5.210	Sennheiser	SL Bodypack - MKE 40 KIT DW-4	SpeechLine Digital Wireless Bodypack kit. Includes (1) SL Bodypack DW and (1) MKE 40 (cardioid, condenser)	2.00	\$789.00	20.03	\$631.00	\$1,262.00
							<b>Items Subtotal</b>	<b>\$27,610.00</b>
<i>04-CONTROL</i>								
5.220	QSC	SL-QUD-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00
5.230	QSC	SL-QSE-110-P	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1.00	\$450.00	24.89	\$338.00	\$338.00
5.240	Netgear	GSM4230PX-100NAS	M4250-26G4XF-PoE+, 24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch	1.00	\$1,999.00	10.01	\$1,799.00	\$1,799.00
							<b>Items Subtotal</b>	<b>\$2,306.00</b>
<i>05-RACK</i>								
5.250	Middle Atlantic	MFR-1227GE	12SP27D MOBILE F RACK GE	1.00	\$1,290.00	34.96	\$839.00	\$839.00
5.260	Middle Atlantic	PD-915R	9OUT,15A,RCKMNT POWER CEN	1.00	\$220.00	35.00	\$143.00	\$143.00
							<b>Items Subtotal</b>	<b>\$982.00</b>
<i>zz.Miscellaneous Materials</i>								
5.390	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$6,435.00	\$6,435.00
							<b>Items Subtotal</b>	<b>\$6,435.00</b>
<i>Professional Services</i>								
5.270	Diversified	Engineer	Design Engineering Services	1.00				\$4,320.00
5.280	Diversified	CAD Operator	Drafting Services	1.00				\$2,720.00
5.290	Diversified	Project Manager	Project Management Services	1.00				\$2,640.00
5.300	Diversified	Field Engineer	Field Engineering Services	1.00				\$2,250.00
5.310	Diversified	Programmer	Programming Services	1.00				\$4,000.00
5.320	Diversified	Fabrication Tech	Rack Fabrication Services	1.00				\$1,392.00
5.330	Diversified	Installation Tech	On-site Installation Services	1.00				\$8,730.00
5.340	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00
5.360	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00
5.350	Diversified	Field Engineer	DSP Programming Services	1.00				\$1,000.00
							<b>Services Subtotal</b>	<b>\$28,052.00</b>
							<b>Room/Task Total</b>	<b>\$99,892.00</b>



# PRICING CONT'D

## Roger Ludlowe Middle School-Teams Room

Pricing Reflects CT State Colleges & Universities Contract SO-19114								
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price
<b>6 Roger Ludlowe Middle School – Teams Room</b>								
<b>01-DISPLAYS</b>								
6.10	Vivitek	EK863I	86" Multi-Touch Interactive Flat Screen	1.00	\$11,000.00	42.75	\$6,297.00	\$6,297.00
6.20	Chief	XTM1U	Extra Large tilt mount assembly	1.00	\$494.00	29.96	\$346.00	\$346.00
							<b>Items Subtotal</b>	<b>\$6,643.00</b>
<b>02-VIDEO</b>								
6.30	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00
6.40	Logitech	960-001226	Logitech Rally Camera - Premium PTZ camera with UL...	2.00	\$1,399.00	10.01	\$1,259.00	\$2,518.00
6.50	Logitech	939-001805	45M Strong USB 3.1 Cable	2.00	\$999.00	10.01	\$899.00	\$1,798.00
6.60	Atlona	AT-AVA-EX100CE-BP-KIT	Avance 4K/UHD extended distance HDMI Transmitter and Receiver Kit with RS-232 and IR pass-through and bi-directional power	1.00	\$1,065.00	15.02	\$905.00	\$905.00
6.70	Inogeni	TOGGLE	Toggle - USB 3.0 Switcher	1.00	\$445.00	9.89	\$401.00	\$401.00
6.80	Atlona	AT-JUNO-451	4K HDR Four-Input HDMI Switcher with Auto-Switching	1.00	\$578.00	10.03	\$520.00	\$520.00
6.90	Customer	OFE Item	OFE Item	1.00	\$0.00	0.00	\$0.00	\$0.00
6.100	C2G	39702	Decora HDMI/USB Dongle F/	1.00	\$75.99	11.83	\$67.00	\$67.00
							<b>Items Subtotal</b>	<b>\$8,076.00</b>
<b>03-AUDIO</b>								
6.110	QSC	CORE NANO	Q-SYS Network I/O Processor	1.00	\$2,085.00	24.99	\$1,564.00	\$1,564.00
6.120	QSC	QIO-ML2x2	Q-SYS Peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	1.00	\$665.00	24.96	\$499.00	\$499.00
6.130	QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8 ohm bypass, 110-deg conical coverage, includes C-ring and rails. Priced individually but must be purchased in pairs.	16.00	\$160.00	25.00	\$120.00	\$1,920.00
6.140	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	2.00	\$5,625.00	32.68	\$3,787.00	\$7,574.00
6.150	Extron	60-1501-01	Netpa 1001-70V At, One Channel Dante Amp, 100 Watts At 70 Volts	1.00	\$1,160.00	35.00	\$754.00	\$754.00
6.160	Sennheiser	SL MCR 2 DW-4	SpeechLine Multi-Channel Receiver with 2 SL DW RF Links. Features Analog output with (2) Dante Interfaces and PoE power supply.	1.00	\$1,625.00	20.00	\$1,300.00	\$1,300.00
6.170	Sennheiser	CHG 2N US	Network Charger, features Universal Charging Bays For SL Bodypack DW or SL Handheld DW	1.00	\$369.00	20.05	\$295.00	\$295.00
6.180	Sennheiser	SL Bodypack - MKE 40 KIT DW-4	SpeechLine Digital Wireless Bodypack kit. Includes (1) SL Bodypack DW and (1) MKE 40 (cardioid, condenser)	2.00	\$789.00	20.03	\$631.00	\$1,262.00
							<b>Items Subtotal</b>	<b>\$15,168.00</b>
<b>04-CONTROL</b>								
6.190	QSC	SL-QSE-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00
6.200	QSC	SL-QUD-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1.00	\$112.50	25.33	\$84.00	\$84.00
6.210	Netgear	GSM4212P-100NAS	M4250 - AV Line - 10G2F	1.00	\$799.00	10.01	\$719.00	\$719.00
6.220	QSC	QIO-S4	Q-SYS Peripheral providing Control Expansion with 4 Serial Communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC.	1.00	\$445.00	24.94	\$334.00	\$334.00
							<b>Items Subtotal</b>	<b>\$1,306.00</b>
<b>05-RACK</b>								
6.230	Middle Atlantic	MFR-1227GE	12SP27D MOBILE F RACK GE	1.00	\$1,290.00	34.96	\$839.00	\$839.00
6.240	Middle Atlantic	PD-815SC	SLIM PWR STRP,8OUT,15A,W/	1.00	\$190.00	34.74	\$124.00	\$124.00
							<b>Items Subtotal</b>	<b>\$963.00</b>
<b>zz.Miscellaneous Materials</b>								
6.370	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$3,067.00	\$3,067.00
							<b>Items Subtotal</b>	<b>\$3,067.00</b>
<b>Professional Services</b>								
6.250	Diversified	Engineer	Design Engineering Services	1.00				\$1,080.00
6.260	Diversified	CAD Operator	Drafting Services	1.00				\$680.00
6.270	Diversified	Project Manager	Project Management Services	1.00				\$1,200.00
6.280	Diversified	Field Engineer	Field Engineering Services	1.00				\$1,000.00
6.290	Diversified	Programmer	Programming Services	1.00				\$500.00
6.300	Diversified	Fabrication Tech	Rack Fabrication Services	1.00				\$696.00
6.310	Diversified	Installation Tech	On-site Installation Services	1.00				\$3,492.00
6.320	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00
6.340	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00
6.330	Diversified	Field Engineer	DSP Programming Services	1.00				\$500.00
							<b>Services Subtotal</b>	<b>\$10,148.00</b>
							<b>Room/Task Total</b>	<b>\$45,371.00</b>





# PRICING CONT'D

## Fairfield Ludlowe High School-Lecture Hall

Pricing Reflects CT State Colleges & Universities Contract SO-19114								
Item	Manufacturer	Model	Description	Qty	List Price	% Discount Off List	Unit Price	Extended Price
<b>7 Fairfield Ludlowe High School – Lecture Hall</b>								
<b>01-DISPLAYS</b>								
7.10	Vivitek	EK8631	86" Multi-Touch Interactive Flat Screen	1.00	\$11,000.00	42.75	\$6,297.00	\$6,297.00
7.20	Chief	XTM1U	Extra Large tilt mount assembly	1.00	\$494.00	29.96	\$346.00	\$346.00
							<b>Items Subtotal</b>	<b>\$6,643.00</b>
<b>02-VIDEO</b>								
7.30	Logitech	TAPZOMBASEINT	Logitech Tap V2-Zoom Base Bundle. Includes Logitech Tap Version 2 with Cat5e Kit, Tap PC Mount, Zoom Imaged Nuc with Software.	1.00	\$2,074.00	9.98	\$1,867.00	\$1,867.00
7.40	Logitech	960-001226	Logitech Rally Camera - Premium PTZ camera with UL...	2.00	\$1,399.00	10.01	\$1,259.00	\$2,518.00
7.50	Logitech	939-001805	45M Strong USB 3.1 Cable	2.00	\$999.00	15.02	\$849.00	\$1,698.00
7.60	Atlona	AT-AVA-EX100CE-BP-KIT	Avance 4K/UHD extended distance HDMI Transmitter and Receiver Kit with RS-232 and IR pass-through and bi-directional power	1.00	\$1,065.00	12.02	\$937.00	\$937.00
7.70	Inogeni	TOGGLE	Toggle - USB 3.0 Switcher	1.00	\$445.00	9.89	\$401.00	\$401.00
7.80	Atlona	AT-JUNO-451	4K HDR Four-Input HDMI Switcher with Auto-Switching	1.00	\$578.00	10.03	\$520.00	\$520.00
7.90	Customer	OFE Item	OFE PC	1.00	\$0.00	0.00	\$0.00	\$0.00
7.100	C2G	39702	Decora HDMI/USB Dongle F/	1.00	\$75.99	24.99	\$57.00	\$57.00
							<b>Items Subtotal</b>	<b>\$7,998.00</b>
<b>03-AUDIO</b>								
7.110	QSC	CORE NANO	Q-SYS Network I/O Processor	1.00	\$2,085.00	24.99	\$1,564.00	\$1,564.00
7.120	QSC	QIO-ML2x2	Q-SYS Peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	1.00	\$665.00	24.96	\$499.00	\$499.00
7.130	QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8 ohm bypass, 110-deg conical coverage, includes C-ring and rails. Priced individually but must be purchased in pairs.	16.00	\$160.00	25.00	\$120.00	\$1,920.00
7.140	Sennheiser	TeamConnect Ceiling 2	Teamconnect Ceiling 2, A Beamforming Ceiling Array Mic With Two Dante And One Analog Audio Output, Poe Powered	2.00	\$5,625.00	32.50	\$3,797.00	\$7,594.00
7.150	Extron	60-1501-01	Netpa 1001-70V At, One Channel Dante Amp, 100 Watts At 70 Volts	1.00	\$1,160.00	35.00	\$754.00	\$754.00
7.160	Sennheiser	SL MCR 2 DW-4	SpeechLine Multi-Channel Receiver with 2 SL DW RF Links. Features Analog output with (2) Dante Interfaces and PoE power supply.	1.00	\$1,625.00	20.00	\$1,300.00	\$1,300.00
7.170	Sennheiser	CHG 2N US	Network Charger, features Universal Charging Bays For SL Bodypack DW or SL Handheld DW	1.00	\$369.00	20.05	\$295.00	\$295.00
7.180	Sennheiser	SL Bodypack - MKE 40 KIT DW-4	SpeechLine Digital Wireless Bodypack kit. Includes (1) SL Bodypack DW and (1) MKE 40 (cardioid, condenser)	2.00	\$789.00	20.03	\$631.00	\$1,262.00
							<b>Items Subtotal</b>	<b>\$15,188.00</b>
<b>04-CONTROL</b>								
7.190	QSC	SL-QSE-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1.00	\$225.00	24.89	\$169.00	\$169.00
7.200	QSC	SL-QUD-8N-P	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1.00	\$112.50	25.33	\$84.00	\$84.00
7.210	Netgear	GSM4212P-100NAS	M4250 - AV Line - 10G2F	1.00	\$799.00	10.01	\$719.00	\$719.00
7.220	QSC	QIO-S4	Q-SYS Peripheral providing Control Expansion with 4 Serial Communication I/O. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC.	1.00	\$445.00	24.94	\$334.00	\$334.00
							<b>Items Subtotal</b>	<b>\$1,306.00</b>
<b>05-RACK</b>								
7.230	Middle Atlantic	MFR-1227GE	12SP27D MOBILE F RACK GE	1.00	\$1,290.00	34.96	\$839.00	\$839.00
7.240	Middle Atlantic	PD-8155C	SLIM PWR STRP,8OUT,15A,W/	1.00	\$190.00	34.74	\$124.00	\$124.00
							<b>Items Subtotal</b>	<b>\$963.00</b>
<b>zz.Miscellaneous Materials</b>								
7.370	Diversified	MscMaterials	Miscellaneous Materials	1.00			\$4,104.00	\$4,104.00
							<b>Items Subtotal</b>	<b>\$4,104.00</b>
<b>Professional Services</b>								
7.250	Diversified	Engineer	Design Engineering Services	1.00				\$1,080.00
7.260	Diversified	CAD Operator	Drafting Services	1.00				\$680.00
7.270	Diversified	Project Manager	Project Management Services	1.00				\$1,200.00
7.280	Diversified	Field Engineer	Field Engineering Services	1.00				\$1,000.00
7.290	Diversified	Programmer	Programming Services	1.00				\$500.00
7.300	Diversified	Fabrication Tech	Rack Fabrication Services	1.00				\$696.00
7.310	Diversified	Installation Tech	On-site Installation Services	1.00				\$3,492.00
7.320	Diversified	Project Coordinator	Project Administration/Coordination	1.00				\$240.00
7.340	Diversified	Fabrication Tech	Shop Staging and Testing Services	1.00				\$760.00
7.330	Diversified	Field Engineer	DSP Programming Services	1.00				\$500.00
							<b>Services Subtotal</b>	<b>\$10,148.00</b>
							<b>Room/Task Total</b>	<b>\$46,350.00</b>



## PRICING CONT'D

### Recap

SUMMARY				
Item	Room/Task Unit Price	Room/Task Description	Qty	Extended Price
1	\$28,492.00	Sullivan Independence Hall 1st Floor Conference Room	1.00	\$28,492.00
2	\$28,820.00	Old Town Hall Conference Room	1.00	\$28,820.00
3	\$69,652.00	Fire Training School Large Meeting Room	1.00	\$69,652.00
4	\$26,423.00	Fire Training School Classrooms A or B	1.00	\$26,423.00
5	\$99,892.00	Board of Education Central Office Board Room	1.00	\$99,892.00
6	\$45,371.00	Roger Ludlowe Middle School – Teams Room	1.00	\$45,371.00
7	\$46,350.00	Fairfield Ludlowe High School – Lecture Hall	1.00	\$46,350.00
		Estimated Tax		\$0.00
		<b>Grand Total</b>		<b>\$345,000.00</b>



## CORPORATE PROFILE

<b>Legal Entity Name:</b>	One Diversified, LLC
<b>Corporate Headquarters:</b>	37 Market Street Kenilworth, New Jersey 07033 (908) 245-4833 (908) 245-0011 (Fax)
<b>Website:</b>	<a href="http://www.onediversified.com">www.onediversified.com</a>
<b>Year Established:</b>	1993
<b>Number of Employees:</b>	2,800
<b>Federal Tax ID:</b>	42-1617340
<b>DUNS:</b>	14-414-5443
<b>DUNS Rating:</b>	4A2
<b>Cage Code:</b>	3T0D9
<b>NAICS:</b>	238210, 334112, 334220, 334290, 334310, 334419, 541330, 541511, 541512, 541519, 541618, 541990, 811213
<b>3-Year Revenue History:</b>	2021     \$ 1,000,000,000. 2020     \$ 900,000,000. 2019     \$ 950,000,000.

*Note: Diversified can provide audited financial reports, as required, upon completion of Diversified's Financial Confidentiality Agreement.*

<b>Project Contact Information:</b>	<b>Gui Alves</b> Account Executive Advanced Visual Environments ☎ 203.747.7149   📠 860.841.7872 60 Dodge Ave North Haven, CT 06473 <a href="mailto:galves@onediversified.com">galves@onediversified.com</a>
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# PROJECT LIFE CYCLE

1

- Client Interviews
- Current Capabilities Assessment
- Showroom Tours
- Architectural Review
- IT Integration
- Technology Budgeting



DESIGN

DOCUMENTATION

2



- Infrastructure Construction Drawing
- Equipment/Electrical Layouts
- Elevation Drawings/Details
- Signal Flow Diagrams
- Heat Load Calculations
- Furniture Coordination
- Microphone & Tablebox Placement
- Project Plan (GANTT)

3

- Rack Fabrication
- UI Programming
- Pre-Deployment Testing
- Early Procurement
- On-site Pre-wiring
- Network/IT Coordination
- Furniture Integration



INTEGRATION

COMMISSIONING

4



- UI Testing
- Audio Balancing
- Training
- Quick Reference Guides
- Service Turnover

5

- Network Operations Center Support
- PULSE Remote Monitoring
- Assurance Support
- Equipment Replacement
- Preventative Maintenance
- Field Service Technicians
- ADOPT Managed Services



CLIENT SUPPORT



## DAY TWO CLIENT SUPPORT

Once your project is completed and your teams have been trained, our certified support team will be introduced for full understanding of your customized day two support program.

## GLOBAL SERVICES ECOSYSTEM

Diversified not only provides subject matter experts and professional services during the project deployment process required for success but also, follow-the-sun operations for remote support and on-site technical dispatch via our 24/7 Global Service Center and five regional Network Operation Centers located across the world.

Even more importantly, our Global Services are powered by ITSM and ITIL service delivery supply chain best practices—meaning you can rest assured your experience will be reliable and consistent no matter where you may be located.



### Assurance: Technical Support for System & Business Continuity

While the reliance on technology is growing, the allocation of time and resources to service technology is not and, in some cases, may be shrinking. Diversified’s Assurance service helps you keep vital audio visual, collaboration, media, digital signage, information technology and security systems operating optimally.

<b>Prolong the life of hardware and optimize system performance</b>	<b>Reduced system downtime</b>	<b>Proven track record for industry leading IoT maintenance and support services</b>	<b>A unified global support experience with multiple vendors</b>

### Reporting

- Preventative Maintenance Visit Reports With; Pass/Fail Details, Items of Concern, and Recommended Upgrades
- An Updated Asset List
- Service Summary Reports

### Your Technology Challenges Are Our Business

- Unlimited Help Desk Support for Any Product Failure
- On-site Troubleshooting Within 1 Business Day
- Rapid Initial Response Within 15 Minutes
- Annual Preventative Maintenance



### **Pulse: Achieve Predictable Business Outcomes with Remote Managed Services**

As the Internet of Things (IoT) flourishes in today’s connected society, it is driving increased collaboration and the ability to make data-driven business decisions. However, organizations are challenged to proactively manage, secure and avoid performance disruptions with the technology they use, leading to a loss in productivity and potentially, a loss in revenue. An IoT managed service partnership enables organizations to ensure security, stability and longevity across their IoT landscape.

<b>Systems and processes that can be deployed quickly and at scale across the globe</b>	<b>Identify issues and provide resolutions before your business operations are impacted</b>	<b>Proactive 24/7 management for all network connected IoT devices in multiple locations</b>

#### **Support Matched to Your Requirements**

Flexible options allow clients to choose from a scalable & comprehensive portfolio of services.

#### **Customer Experience**

From our 24/7 Global Service Center and dedicated customer experience managers to our proactive monitoring and activity reports, our proactive approach and responsiveness becomes the difference between simply having technology systems and strategically using those systems to meet business objectives.



### **Adopt®: Skilled Technical Resources, Remote or On-site When and Where You Need Them**

Managing an expanding workplace technology environment that encompasses audio visual, digital signage, media & entertainment, IT and more is a demanding task. One that requires either constant outsourcing or the maintenance of the right skills on your team. Diversified offers an alternative solution with ADOPT®



<b>Eliminate the need to hire, train and manage internal resources</b>	<b>Immediate support for users and events</b>	<b>Fast track access to IoT industry expertise</b>	<b>On-site staff trained to support your communication platforms</b>	<b>A virtual, flexible, on-site resource to support new technology or special events, for the same fixed cost</b>

### Multiple Technical Specialties

- Audio Visual
- Command & Control
- Corporate Communications
- Digital Signage & Creative Services
- Electronic Security
- Information Technology
- Media & Entertainment
- Unified Communication & Collaboration
- Webcasting

### Benefits of ADOPT®

- Less Time Spent on Recruitment, Diversified Oversees Hiring, Training & Employee Management
- Lower Operation Cost
- Empowerment of Existing Employees to Embrace New Technologies

### Customized to Your Needs



	A	A+	P	R
 <b>Company Scenario 1</b> Multiple Locations 35 Conference Rooms Older Technology, Not on Network	✓			
 <b>Company Scenario 2</b> Multiple Locations 55 Conference Rooms New Technology, On Network	✓	✓		
 <b>Company Scenario 3</b> Large HQ + Multiple Locations 200+ Conference Rooms New Technology, On Network	✓	✓	✓	✓
 <b>Company Scenario 4</b> Labor Only Needs Proactive, Remote Support New Technology, On Network		✓	✓	



## PROJECT CONDITIONS, ASSUMPTIONS, AND EXEMPTIONS

### GENERAL PROJECT CONDITIONS

1. All work will be performed during regular business hours (Monday-Friday, 8AM – 5PM).
2. Unless otherwise noted in this proposal, labor rates used to calculate this estimate are based on work being performed during regular business hours (M-F, 7 AM to 4 PM). A revised proposal, which includes after-hours, weekends and/or holiday labor rates, will be provided upon request.
3. This proposal is provided with the understanding that provisions will be made to provide Diversified with access to all necessary workspaces required to facilitate installation progress. Neither Diversified, nor its subcontractors, will assume accountability for, or absorb costs associated with, delays that are the direct result of Customer scheduling, policies, procedures, personnel or denied accessibility. In the event that delays, or work stoppages occur, the Owner, or Owner's designated representative, will be billed at Diversified's current labor rates for onsite personnel affected by the delay until such time as the delay is remedied and installation work is allowed to proceed.
4. All workspaces will be unobstructed, clean, and dust free by the dates shown on the official project schedule.
5. Building access through front doors, loading docks, elevators, etc. as required for large equipment and installation load in will be provided.
6. Any necessary keys, security badges, clearance, etc. will be provided as needed for the course and duration of the project.
7. Parking will be provided within a reasonable distance of the job site.
8. All necessary test equipment will be allowed on site with no restrictions.
9. Appropriate client representatives will be available during the course of the project and any scheduled training sessions.
10. Diversified utilizes non-union labor. Union labor requirements will be the responsibility of Account ID/Client Name.
11. Diversified is not a high voltage contractor and as such will undertake no high voltage installation work in the fulfillment of this project.
12. Job scope provides proprietary information developed by Diversified for the purpose of defining this specific project. This information may not be used by the owner or other contractors without written consent.
13. This proposal is provided with the understanding that Diversified will be able to perform the above work in a single, continuous period of performance. Costs associated with multiple mobilizations/demobilizations may result in a change order.
14. Except in instances in which the services are agreed in writing to include backup services, Client shall be solely responsible for backing up Client's data and Diversified shall have no liability with regards to Client's data.

### ASSUMPTIONS

1. All client-provided CAD drawings or building plans provided to Diversified are accurate. (This includes but is not limited to plan views, reflected ceiling plans, elevations, conduit risers, electrical, millwork details, specific mounting details, etc.) Unless otherwise noted in this proposal, Diversified includes the creation of CAD As-Built drawings for security devices installed under this Scope of Work only. Diversified will turn over final As-Built drawings as part of its Project Closeout Package, along with Operations and Maintenance Manuals. Additional CAD work beyond As-Built drawings is not included in Diversified's quote. Additional costs may be incurred if electronic copies of the CAD floorplan drawings are not available for use in the development of submittal documents. Diversified is not responsible for costs associated with the procurement of CAD files.





2. All necessary client provided infrastructure will be provisioned, available, and functional as defined in the project schedule. (This includes the appropriate IP, server, DNS, gateway, and SPID information for any WAN, LAN, or ISDN connection that is part of the system as well as conduit, cable tray, power, grounding, and HVAC)
3. All owner furnished equipment and cabling will be available, in place, and functional as defined in the project schedule.
4. Unless otherwise stated in the Scope of Services within this proposal to be furnished and installed by Diversified, all electrical services will be available, in place, and functional as defined in the project schedule. (This includes, but is not limited to, AC power, J boxes, conduit/cable pathways, cable trays, grounding wires or rods, floor boxes or pockets, etc.)
5. All necessary ceiling trim work, drywall, woodwork, millwork painting, etc., will be in place as defined in the project schedule.
6. All user furnished sources will be available during system commissioning and training. (This includes laptops, computers, satellite/cable feeds, etc.)
7. For design proposals involving Revit BIM design work: This proposal is based on Diversified providing, as its deliverable, Revit BIM modeling for devices to the extent of providing spatial representation in our models for the purposes of de-conflicting trade clashes. Diversified does not include granular visual representation modeling of its proposed products for the purposes of real-life renderings or the like.
8. For design proposals involving Revit BIM design work: This proposal is based on Diversified being provided Revit environment backgrounds and a library of device families by the Customer for the purposes of use during its work.
9. Diversified's Project Manager (PM), Project Foreman (PF) and/or Field Engineer (FE) will coordinate with the Owner, General Contractor (GC), and other contractors as necessary to ensure a smooth and successful execution of the proposed Scope of Work. To that end, the PM, PF and/or FE will be available to attend one (1) coordination and/or progress type meeting with the Owner, Architect and/or GC every two weeks, not to exceed two (2) meetings in a consecutive thirty (30) day period. Should additional meetings be required, the Owner or GC shall inform Diversified's PM of the anticipated quantity of such coordination/progress meetings at which Diversified attendance is required so a revised proposal (if pre-approval) or change order proposal (if post-approval) may be submitted to the Owner or GC for approval.
10. Existing wire and/or equipment intended to be utilized and/or reused under this Scope of Work will be tested for proper functionality during installation. Should existing wire or equipment be found inoperable, incompatible or otherwise unfit for use, Diversified will provide a proposal for replacement to the Owner or Owner's designated Agent. Such replacements may be required before installation can be finalized and project turnover can occur. Neither Diversified, nor its subcontractors, will assume accountability for, or absorb costs associated with, delays that are the direct result of necessary materials or equipment replacements.
11. Returned material must be resalable, unopened in its original packaging. Any material or containers that are opened, defaced, or damaged cannot be returned to Diversified. Restocking fees may apply for returned equipment.
12. Unless already noted as included in this proposal, hoists, man-lifts, extra-long ladders, special safety equipment, and the like, shall be provided by others (or by Diversified at additional cost) when required.
13. Taxes are based on estimates and will be billed to actual at the time of invoicing. Customers, including government, general contractors and not for profit entities seeking a tax exemption must supply Diversified with a valid exemption certificate or direct pay permit at the time of proposal execution or upon issuance of a purchase order.
14. Payment and Performance Bonds are excluded. If Diversified is required to carry a P&P bond, Diversified's total price will increase by 2%.
15. This proposal was not prepared in accordance with Davis Bacon or other Prevailing Wage Scale. If Diversified is informed that such wage rates are required for this project, Diversified will revise its proposal accordingly.



## CUSTOMER RESPONSIBILITIES

1. The client will assign a single point of contact authorized to sign off on all project deliverables.
2. Communicate proposed changes to any scope, assumptions, or schedule as soon as they arise and follow prescribed change management process expeditiously
3. Equipment damage from dust or other contaminants during the course of the project.
4. Provide relevant architectural changes to the facility in order to accommodate the integration of equipment supplied by Diversified. (This includes, but is not limited to, rough openings for projection screens, ceiling finish work for projection screens, painting requirements for rear projection rooms (flat back), window treatments, lighting control systems, and lighting changes.)
5. Identify third-party contractors (i.e., electricians, construction personnel, architects, and designers) and determine the client coordinator.
6. Provide clean and secure installation area during project period. If the space is not clean or secure during installation, Diversified will only deliver equipment that is signed for. Client assumes risk for loss or damage to equipment under these conditions.
7. The Customer will provide, in advance, notification of any unique requirements, hazardous locations and materials, security precautions, access restrictions or other extraordinary conditions, which may affect the execution of installation tasks described herein.

## DIVERSIFIED DELIVERABLES

1. Inspection and site survey (on premise).
2. Weekly project status reports.
3. Communicate proposed changes in writing as soon as they arise and follow prescribed change management process expeditiously.
4. System delivery, installation, and testing as defined by functional scope.
5. Training provided after completion of system installation.
6. Clean up work area at end of each day.

## SCHEDULE

1. Project schedule as agreed upon by Diversified and Account ID/Client Name will establish the milestones, dates, and period of performance.
2. Project schedule will be provided within five (5) days of receipt of purchase order or signed contract. This schedule includes client milestones, design, equipment procurement, programming, on-site work, and customer training and is based on the assumptions listed above.

## TRAINING

1. Unless otherwise noted in this proposal, Diversified's quote includes **two (4)** hour sessions of on-site demonstration and training for security system hardware and software with the Customer End-User personnel. If additional sessions and/or time are required, Diversified will provide additional pricing as requested.

## CHANGE MANAGEMENT

1. Modifications to the above list of equipment due to additional requirements of any type from any source including but not limited to: addendums not listed above, other revisions or editions of any of the documents listed above, interpretation of fire codes, and changes requested by the Authority Having Jurisdiction (AHJ); may, at the sole discretion of Diversified, entail additional charges.
2. Diversified's goal is to capture the Customer's requirements in the needs analysis phase of the design process and to complete projects with a minimal amount of Change Proposals, if any. However, Change Proposals may



be required due to several reasons and each party has the option to request changes to the agreed upon scope of work. Schedule and cost impact conditions such as accelerated schedule requests, or the addition of building systems to our scope are examples of cause for Change Proposals.

3. Any changes in the above assumptions must be approved by Diversified and Account ID/Client Name following the prescribed change management process and the ramifications communicated.
4. The following is Diversified's process for handling Change Order requests:
  - a. Diversified receives change condition data from client and considers impact to the current project design solution set.
  - b. Diversified then, if warranted, and in the form of a Change Proposal, provides associated costs and scope narrative to address the Change Condition, General Conditions, Schedule, or additional Professional Services Labor.
  - c. Diversified submits the Change Proposal with an updated timeline to the Customer. Please note that no work related to the Change Proposal will begin until a Change Order is provided/authorized by the Customer, Owner, or Owner's Agent.
  - d. The Customer, Owner, or Owner's Agent authorizes the Change Proposal and returns a signed Change Proposal, Change Order, or Purchase Order to Diversified.
  - e. Diversified proceeds with ordering any additional materials and/or performance of the work.
  - f. Diversified updates the contract scope of work, deliverables, and/or system drawings, as necessary.

## CONCLUSION (ENTIRETY OF OFFER)

1. This document, including any referenced attachments, represents Diversified and the Client's mutual understanding of the scope, schedule, and functionality for the systems to be designed and installed.
2. Final completion and warranty engagement are reached when the items listed on this document are fulfilled. This includes testing, commissioning, and training on fully operational integrated systems. In large projects, sections may be brought online on a pre-determined schedule for warranty to remain in sync.



## PAYMENT TERMS

Client accepts it will pay the fees outlined herein once an approved invoice is submitted. Both parties agree to the billing and payment frequency terms outlined below:

## BILLING TERMS

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
<b>Equipment-Only Sales</b>	100% of Total Fee	Due upon delivery of Equipment to Client or Diversified staging facility.
	<i>Client will be billed for Equipment as it is delivered to Diversified staging facility or Client. If Equipment is shipped in installments, Client will receive multiple invoices. All equipment invoices are due in full upon receipt.</i>	
<b>All Other Services</b>		
<b>Deposit</b>	50% of Total Fee	Due upon contract signing.
<b>Progress Payment</b>	40% of Total Fee	Due Net-30 days of invoice date.
<b>Final Payment</b>	Balance / 10% of Total Fee	Due Net-30 days of invoice date.

*Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 40% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.*

## PRICE VALIDATION

Diversified's proposed price is valid for 30 days from receipt of this proposal and may be subject to price review if accepted after the date of validity



## PROPOSAL ACCEPTANCE

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

<b>Client</b>	<b>One Diversified, LLC</b>
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AUTHORIZED <small>(Individual Authorized to Execute Agreement)</small>	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE <small>(Individual Authorized to Execute Agreement)</small>	DATE OF ACCEPTANCE
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PRINTED NAME	PRINTED NAME
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EMAIL ADDRESS

## PURCHASE ORDER PAYMENT

PURCHASE ORDER NUMBER	BILLING ADDRESS <small>(Street/Number, City, State, Zip)</small>
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BILLING CONTACT NAME	DELIVERY SITE ADDRESS <small>(Street/Number, City, State, Zip)</small>
----------------------	--

BILLING CONTACT EMAIL	BILLING CONTACT PHONE
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### New ACH and Wire Instructions

Please contact our Treasury department at 888.727.6274 for bank account confirmation. It is Diversified's policy to verify its banking information.

Account #: 3666013  
 Domestic ACH/Wires Routing: 071000288  
 Int'l Wires Swift Code (BIC): HATRUS44

### New Remittance Address

Lockbox address: One Diversified, LLC – Lockbox, P.O. Box 95330, Chicago, Illinois 60694-5330

Overnight to: Conduent c/o BMO Harris  
 LBX 95330  
 141 W. Jackson Blvd., Suite 1000  
 Chicago, Illinois 60604



## TERMS AND CONDITIONS

This agreement (the “Agreement”) is made as of the date of signature below between One Diversified, LLC, (“Diversified”), and \_\_\_\_\_ (the “Client”). The parties agree as follows:

**Diversified:** Diversified shall provide the services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with “best in class” generally accepted industry standards. As used throughout this Agreement, any services described in an accepted scope of work (a “SOW”), shall be referred to as the “Services; equipment described in an accepted SOW, shall be referred to as the “Equipment”). Diversified may provide additional services or equipment beyond those described in the SOW if the parties mutually agree in writing to such services. Services and/or equipment not specifically described in the SOW shall be the responsibility of Client or other third parties engaged by Client.

**Client's Responsibilities:** Client shall provide Diversified with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Diversified in order to perform the Services or deliver the Equipment. When available, Client must provide Diversified with up-to-date plans in the event they impact the Scope of Work. Diversified may rely on the accuracy and completeness of these items without any obligation of independent verification. Client will not be responsible for obtaining or paying for necessary permits from authorities with jurisdiction over the Services and/or Equipment unless Diversified provides written notification in the SOW stating otherwise.

**Prevailing Terms and Conditions:** By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

**Delivery, Title and Risk of Loss – Systems Integration Projects:** In the case of a systems integration project with prefabrication at a Diversified integration facility, title and risks of loss of or damages to any Equipment will pass to Client upon Diversified's delivery of them to the Client's place of business.

**Delivery, Title and Risk of Loss – Drop Shipments:** In the case of drop shipments, delivery dates are approximate and are based upon prompt receipt of all necessary information from Client. Unless otherwise specified by Diversified or provided for in other signed agreements, delivery will be made, and title and risks of loss and/or damage will pass F.O.B. point of shipment to Client. All claims for damage or loss of Equipment must be made directly to the freight carrier.

**Taxes:** Taxes are based on estimates and will be billed to actual at the time of invoicing. Customers, including government, general contractors and not for profit entities seeking a tax exemption must supply Diversified with a valid exemption certificate or direct pay permit at the time of proposal execution or upon issuance of a purchase order.

**Estimated Schedule and Delivery Time:** Diversified shall use commercially reasonable efforts to render the Services and/or Equipment in accordance with any committed timetable set forth in the SOW. During the course of providing the Services and/or Equipment, events outside the reasonable control of Diversified (collectively, “Force Majeure Events”) may impact the completion schedule and Diversified shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include but are not limited to (i) any cause beyond Diversified's reasonable control, (ii) an act of God, act of Client, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Diversified to obtain necessary materials, components, services or facilities. Diversified will notify Purchaser promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. Delays or movement in scheduled dependent predecessor tasks will not change the required minimum time for Diversified to complete their associated task/work. Diversified shall notify Client of any such delays within 48 hours.



**Fees and Payment:** Client shall pay Diversified the fees for Services and/or Equipment (the “Total Fee”) set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to Diversified upon receipt of the invoice, unless otherwise specified. Payments more than 30 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Client shall reimburse Diversified for all reasonable costs and expenses of collection, including attorneys’ fees.

**Labor and Equipment Price Increases:** Equipment, Material, and Labor costs have been calculated based on the current prices for labor, equipment, and the component materials, however, the market for electronic equipment and materials is considered to be volatile, labor shortages are possible, and sudden price increases may occur. When the price for any item of materials, equipment, or labor increases two percent (2%) or more between the Proposal or Quotation Date and the materials/equipment purchase date or the date labor is utilized for the relevant project, Customer shall pay to Diversified, on request all sums by which the cost to Diversified has increased beyond 2%, as demonstrated by Diversified. Where the delivery of equipment, materials, and/or the performance of labor are delayed or labor shortages occur, through no fault of Diversified, as a result of the shortage or unavailability of the equipment, materials, or labor, Diversified shall not be liable for any additional costs or damages associated with such delay(s).

**Diversified Standard Payment Terms**

<b>Payment Schedule Line Item</b>	<b>Bill/Invoice Value</b>	<b>Payment Due Date</b>
<b>Equipment-Only Sales</b>	100% of Total Fee	Due upon delivery of Equipment to Client or Diversified staging facility.
	<i>Client will be billed for Equipment as it is delivered to Diversified staging facility or Client. If Equipment is shipped in installments, Client will receive multiple invoices. All equipment invoices are due in full upon receipt.</i>	
<b>Project-Related Sales</b>		
<b>Deposit</b>	50% of Total Fee	Due upon contract signing.
<b>Progress Payment</b>	40% of Total Fee	Due Net-30 days of invoice date.
<b>Final Payment</b>	Balance / 10% of Total Fee	Due Net-30 days of invoice date.

*Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 40% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.*

**Approval of Orders:** This Agreement and all SOWs for Services or Equipment under this Agreement are subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

**Confidentiality:** During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a “Receiving Party” when the recipient of Confidential Information, and a “Disclosing Party” when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard



its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's Confidential Information consists of its business plans and customer lists, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

**Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need-to-know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

**Exceptions:** Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure, or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

**Termination / Suspension of Contract:** Either party may terminate this Agreement at any time upon not less than 30 days prior written notice to the other party. Client shall pay Diversified for all Services rendered and Equipment delivered up to the effective date of termination plus any associated restocking fees for materials that cannot be returned for credit. Diversified is not required to release any work product unless Client has made payment in full for the respective Services and/or Equipment. Diversified may terminate this Agreement or suspend the performance of the Services if Client fails to pay Diversified any invoice issued pursuant hereto. Diversified shall have no liability to Client or any third party as a result of any such suspension or termination.

**Independent Contractors; No Agency:** Each party is and shall act solely as an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

**Indemnification:** Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.

**Warranty; Limitation of Liability:** except as specifically set forth in [LIMITED WARRANTY](#), Diversified makes no warranties whether express, implied or statutory, regarding the services and/or equipment provided under this agreement. to the greatest extent permitted by law, diversified specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and those arising from a course of dealing, usage or trade practice. diversified shall not be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement.





**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

**Dispute Resolution:** In case of any dispute arising or related to this Agreement, Diversified and Client, by mutual agreement, shall first attempt to resolve any dispute informally through mediation.

**Mediation:** Diversified and Client shall submit the dispute to executives selected by each party (a maximum of two persons for each party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other party that the noticing party wishes to pursue formal mediation throughout arbitration.

**Arbitration:** In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Georgia shall apply to the arbitration proceedings. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. The parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.

**Assignment:** Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

**Notice:** Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; (iii) sent by overnight courier, (iv) or sent by facsimile, each case forwarded to the appropriate address set forth below.

If to Diversified:

Address:

Attention:

If to client:

Address:

Attention:

**Non-Solicitation of Employees:** Client agrees that during the provision of any Services as provided by Diversified under this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit or induce,



directly or by use of a third party, any employee of Diversified leave his/her employ with Diversified. If Client violates this provision, Client shall pay Diversified a fee equal to fifty (50%) of such employee's then-current salary at Diversified.

**Miscellaneous:** This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, including facsimile, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

Client One Diversified, LLC

AUTHORIZED <small>(Individual Authorized to Execute Agreement)</small>	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE <small>(Individual Authorized to Execute Agreement)</small>	DATE OF ACCEPTANCE
PRINTED NAME	PRINTED NAME			



## LIMITED WARRANTY OFFER (1 YEAR)

In addition to any other rights you may have, Diversified shall extend a one year (365 calendar days) limited defective equipment and workmanship warranty from the date of substantial or practical completion of the system installation or beneficial use of the system by the client whichever is first occurring, unless such period has been superseded by the purchase of a Diversified Service Agreement Package. Details describing our Service Agreement options are outlined in a separate document. Diversified's limited warranty shall cover defective equipment and defects in workmanship for installation work relating to but not limited to cabling, connectors, structural elements, mountings, equipment rack wiring and internal adjustments. Under the limited warranty, labor services will be provided at no charge. Defects in third party manufacturer equipment and/or installation or other services provided by the manufacturer are covered under the manufacturer's warranty and will be managed by Diversified during the limited warranty period. Product serial numbers must not be removed.

Diversified's limited warranty excludes coverage due to equipment or system abuse, neglect, alteration, lamps and bulbs, misuse including but not limited to: operating outside of environmental, user error, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Diversified or repair by a service facility other than those authorized by the manufacturer. If within the limited warranty period, we are contacted with a support request that falls under this limited warranty exclusion, time, travel and equipment for this and any subsequent visit required will be billed at our current labor Time & Material rates.

All service support requests made after the expiration date of the limited warranty will be billed at our current labor Time & Material rates.

If a warranty in excess of 365 days is required by law in the country, state or local jurisdiction of system installation, Diversified shall extend the minimum warranty term required by applicable law. To the extent permitted by applicable law, any implied warranties, guarantees, terms or conditions, replacement components last only during the term of the limited warranty. Some local jurisdictions, states or countries may not allow limitations on how long an implied warranty, guarantee, term or condition lasts, so this limitation may not apply.

Diversified's limited warranty gives specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

If any provision of Diversified's limited warranty is legally invalid, the limited warranty shall endure except for the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with one that is valid and that comes closest to expressing the intent of the invalid provision.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, DIVERSIFIED SHALL NOT BE HELD LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF WARRANTY, SPECIFICALLY, DIVERSIFIED IS NOT RESPONSIBLE FOR ANY COSTS SUCH AS LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS DAMAGE OR OTHERWISE. SOME LOCAL JURISDICTIONS, STATES OR COUNTRIES MAY NOT ALLOW A LIMITATION ON SUCH DAMAGES, SO THIS LIMITATION MAY NOT APPLY.

## WARRANTY SERVICE PROCESS

All new equipment provided by Diversified includes each manufacturer's full warranty from the date of client invoice. Diversified shall address all manufacturer warranty requirements as "Depot" (Return-to-Base / RTB) service only. Under Depot service, client ships equipment to an authorized factory warranty repair center. Diversified will act as liaison between client and manufacturer and assist with Return Materials Authorization (RMA) logistics support. Labor relating to defective equipment is covered for 365 days under this limited warranty and can be extended through the execution of a service level



agreement. All other time, travel and equipment for this and any subsequent visit required will be billed at our current labor Time & Material rates.

Diversified shall respond to warranty support requests (via phone, email or on-site) during the normal working hours of 8AM - 5PM local (client site) time Monday - Friday, except recognized holidays. Service required outside of normal working hours shall be billed at current labor Time & Material rates for overtime work. Diversified will make every effort to address such issues within 72 hours after notification.

Upon arrival for warranty support, Diversified will expect access to the system and equipment. To avoid additional charges, please contact us 24 hours in advance if delays in access are to be expected. If our Technician arrives to a scheduled appointment and cannot gain access to the system or equipment to affect a proper diagnosis or repair, we will bill the service call for time, travel and equipment for this and any subsequent visit required at our current Time & Material rates.

If it is required that equipment be removed for repair, we will make every attempt to minimize the impact on the system operation while the unit is being repaired. However, it is not possible to guarantee any level of system operation. Loaner equipment is not included in our limited warranty or service agreements.

## SERVICE LEVEL AGREEMENT OPTIONS

As an alternative to our limited warranty and Time & Material Service, Diversified offers several types of Service Agreement Packages. Service Agreement options are outlined in a separate document and provided for your review.



## One Diversified, LLC

[onediversified.com](https://onediversified.com)

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## FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM

RESOLVED: That the Amended and Restated Interlocal Agreement Fairfield County Hazardous Incident Response Team in the form presented to this meeting (the "Interlocal Agreement") and in accordance with the recommendation of the Chief of the Town of Fairfield Fire Department, is hereby RATIFIED and APPROVED; and

FURTHER RESOLVED: That the Chief of the Fairfield Fire Department is authorized to present the Interlocal Agreement to the First Selectwoman for her approval and signature.

\* \* \* \*

*Conn. Gen. Stat. Sec. 7-339c. Procedure for entering agreements. (a) Interlocal agreements shall be negotiated and shall contain all provisions on which there is mutual agreement between the participating public agencies. Such agreements shall establish a process for amendment, termination and withdrawal. The public agencies proposing an interlocal agreement shall submit to the legislative body of each participating public agency a copy of the proposed interlocal agreement for ratification or rejection. The legislative body of each participating public agency shall provide the opportunity for public comment before voting to ratify or reject such proposed agreement. For purposes of this section, providing the opportunity for public comment does not require a legislative body to conduct a public hearing.*

*(b) For any municipality in which the legislative body is the town meeting, such legislative body may, by resolution, vote to delegate its authority to ratify or reject a proposed interlocal agreement to the board of selectmen, provided such board of selectmen provides the opportunity for public comment in accordance with this section.*



**BERCHEM MOSES.COM**

DOUGLAS E. LOMONTE, ESQ.  
BERCHEM MOSES P.C.  
1221 POST ROAD EAST, SUITE 301  
WESTPORT, CT 06880  
Tel: (203) 571-1714  
dlomonte@berchemmoses.com

December 1, 2022

First Selectwoman Brenda Kupchick  
Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824

Dear First Selectwoman Kupchick:

In 1999, the Town of Fairfield adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the “1999 Agreement”). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the “Fire Chiefs”) created a group known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement (“Amendment and Restatement”).

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with regional non-municipal entities, such as airports and major industrial enterprises. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax-exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT’s board of directors. FCHIRT’s board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

First Selectwoman Brenda Kupchick  
Page 2 of 2

ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

The initiative to amend and restate the 1999 Agreement comes without cost to the Town of Fairfield. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Fairfield and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Representative Town Meeting for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,

*Douglas E. LoMonte*

Douglas E. LoMonte

enclosure



**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

*Revised October 11, 2022 2:04 p.m.*

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

**MUNICIPALITIES**

**PARTICIPATING FIRE DEPARTMENTS**

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED  
THE NOROTON FIRE DEPARTMENT, INCORPORATED  
THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

TOWN OF MONROE

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC.  
THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC.  
STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED

TOWN OF NEW CANAAN

NEW CANAAN FIRE DEPARTMENT

CITY OF NORWALK

NORWALK FIRE DEPARTMENT  
THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT  
TRUMBULL CENTER FIRE DISTRICT  
NICHOLS FIRE DISTRICT

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

TOWN OF WILTON

WILTON FIRE DEPARTMENT

### RECITALS

- A. For purposes of this Agreement, “Participating Fire Departments” means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a “Chief” and collectively, the “Chiefs”) have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the “Original Municipalities”), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the “1999 Agreement”).
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT’s roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT’s role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the “Personnel Roster”).
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the “Equipment Roster”).

- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
  - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to

improvement of the Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments, then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.

11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.
12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the "Membership Fee"). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT's directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT's board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs ("TDC Programs"). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of

employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.

- a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.
  - b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a “Party” and collectively, the “Parties”). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
  - c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Commercial Arbitration Rules”) and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.
27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.



28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
- a. “CGS” means the Connecticut General Statutes, as amended.
  - b. “Equipment” means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
  - c. “FCHIRT Director” means an individual serving on the board of directors of FCHIRT.
  - d. “FCHIRT Officer” means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
  - e. “FCHIRT Technician” means an individual whose name appears on the Personnel Roster.
  - f. “Municipality” shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, “Municipality”

means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.

- g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.
- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

*{This space intentionally left blank. The signature pages start on the next page.}*

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

**CITY OF BRIDGEPORT**

BRIDGEPORT FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF DARIEN**

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE NOROTON FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE NOROTON HEIGHTS FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF EASTON**

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF FAIRFIELD**

FAIRFIELD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF GREENWICH**

GREENWICH FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF MONROE**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,  
INC.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,  
INC.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STEVENSON VOLUNTEER FIRE COMPANY,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF NEW CANAAN**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NEW CANAAN FIRE DEPARTMENT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF NORWALK**

NORWALK FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE ROWAYTON HOSE COMPANY NO. 1,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF STAMFORD**

STAMFORD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF STRATFORD**

STRATFORD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF TRUMBULL**

LONG HILL FIRE DISTRICT

LONG HILL FIRE DISTRICT

Signature:

Signature:

Signature:

Name:

Name:

Name:

Title: First Selectwoman

Title: Chief of Department

Title: Commissioner

Date:

Date:

Date:

TRUMBULL CENTER FIRE DISTRICT

TRUMBULL CENTER FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

NICHOLS FIRE DISTRICT

NICHOLS FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

**TOWN OF WESTON**

THE WESTON VOLUNTEER FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WESTPORT**

WESTPORT FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WILTON**

WILTON FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*{End of signature pages. The next page is Schedule A.}*



**SCHEDULE A**  
**NOTICE ADDRESSES**

**City of Bridgeport**  
45 Lyon Terrace  
Bridgeport, CT 06604  
Attention: Mayor

**Town of Darien**  
2 Renshaw Road  
Darien, CT 06820  
Attention: First Selectman

**Town of Easton**  
225 Center Road  
Easton, CT 06612  
Attention: First Selectman

**Town of Fairfield**  
611 Old Post Road  
Fairfield, CT 06824  
Attention: First Selectman

**Town of Greenwich**  
101 Field Point Road  
Greenwich, CT 06830  
Attention: First Selectman

**Town of Monroe**  
7 Fan Hill Road  
Monroe, CT 06468  
Attention: First Selectman

**Town of New Canaan**  
77 Main Street  
New Canaan, CT 06840  
Attention: First Selectman

**City of Norwalk**  
125 East Avenue  
Norwalk, CT 06856  
Attention: Mayor

**City of Stamford**  
888 Washington Boulevard  
Stamford, CT 06901  
Attention: Mayor

**Town of Stratford**  
2725 Main Street  
Stratford, CT 06615  
Attention: Mayor

**Town of Trumbull**  
5866 Main Street  
Trumbull, CT 06611  
Attention: First Selectman

**Town of Weston**  
56 Norfield Road  
Weston, CT 06883  
Attention: First Selectman

**Town of Westport**  
110 Myrtle Avenue  
Westport, CT 06880  
Attention: First Selectman

**Town of Wilton**  
238 Danbury Road  
Wilton, CT 06897  
Attention: First Selectman



## FAIRFIELD COUNTY HAZARDOUS MATERIALS UNIT

### HAZARDOUS MATERIALS RESPONSE ASSISTANCE

### MUTUAL AID AGREEMENT FOR ADDITIONAL FIRE PROTECTION

THIS AGREEMENT, made this 11 day of June, 1999, by and between **Bridgeport, Darien, Easton, Fairfield, Monroe, New Canaan, Norwalk, Stamford, Stratford, Trumbull, Weston, Westport, and Wilton**, each a City or Town in the State of Connecticut.

WITNESSETH THAT:

WHEREAS, the respective parties hereto each has certain hazardous materials control equipment and personnel to operate same; and

WHEREAS, each of the parties hereto recognizes the possibility that, in Hazardous Materials emergencies, said control equipment and personnel, as is individually maintained by each of them may not be adequate to afford full and complete protection to and in the area of operation of each, the inhabitants thereof, and their respective properties therein; and

WHEREAS, it is mutually desired by the parties hereto that, in the event of such emergencies as aforesaid, the control equipment and personnel of each of them shall be made available to the others; and

WHEREAS, it is mutually desired by the parties hereto that, in planning for such emergencies the procurement and preparation of specialized equipment that is economically unfeasible may be achieved and maintained by mutual effort; and

WHEREAS, the authority to enter into an interlocal agreement for such purposes is provided for in Section 7-339, A through L, of the Connecticut General Statutes, as amended.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the respective parties hereto agree as follows:

1. That in the event any party hereto requires additional Hazardous Material Control Equipment or emergency assistance and protection, above and beyond that which said party can furnish in its own behalf from its own resources, and as determined by the Chief or other officer-in-charge of said party, then and in event upon the call of said Chief or other officer-in-charge of the party hereto, said other party shall respond by sending fire apparatus or other emergency equipment and personnel for the purpose of controlling emergency situations involving hazardous material or assisting in other types of emergencies.

2. That the nature and extent of assistance furnished by either party to the other shall be determined on the basis of the prevailing needs for Control/Confinement in the area of the said responding party. The rendering of assistance under the terms of this agreement shall not be

mandatory, but the party receiving the request for assistance should immediately inform the requesting party if, for any reason, assistance cannot be rendered.

3. The incident commander of the fire department of the requesting department, shall assume full charge of the operation, but if he specifically requests a senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of this responsibility for the operation; provided that the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of the fire department rendering assistance who shall in turn be under the supervision of the head of the fire department of the requesting service.

4. The chief fire officers and personnel of all parties of this agreement are invited and encouraged, on a reciprocal basis to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

5. The chief officers of the fire departments of the parties of this agreement are authorized and may meet and draft any detailed plans, equipment inventories and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of

operations shall become effective upon ratification by all of the signatory parties.

6. That neither party thereto shall be indebted to the other party for services rendered.

7. That each of the parties hereto agrees to waive any and all claims against the other party which may arise out of their activities outside their respective jurisdictions under this agreement, and each of the parties hereto shall indemnify and save harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the parties outside their respective jurisdictions under this agreement.

8. All immunities from liability and exemptions from laws, ordinances and regulations which the parties' officers, firefighters, agents and employees have in their own jurisdiction shall be effective in the jurisdictions in which they are giving assistance.

9. All pension relief, disability, workmen's compensation and other benefits enjoyed by said employees shall extend to the services they perform under this agreement outside their respective jurisdictions.

10. All parties involved agree to contribute and otherwise support a mutual effort including but not limited to:

- A. Major Bank of Equipment.
- B. Training Facilities/Resources.
- C. Standard Operating Procedure.
- D. Information Exchange.

11. That the terms of this agreement shall extend indefinitely; provided, however that any party hereto may terminate its' participation in this agreement, at any time and for whatever reason, by serving upon the other parties hereto an advance ninety (90) day written notice to that effect.

12. That this agreement shall be substituted for and stand in lieu of any and all similar agreements, verbal or written, that may have been previously executed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their authorized officers and their respective corporate seals to be affixed hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1998 at \_\_\_\_\_ Connecticut.

FIRE CHIEF

CITY/TOWN

  
FIRE CHIEF

**CITY OF BRIDGEPORT**

BY:   
MAYOR

**TOWN OF DARIEN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF EASTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF FAIRFIELD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF NEW CANNAN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**CITY OF NORWALK**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

FIRE CHIEF

CITY/TOWN

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF DARIEN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF EASTON**

*Martinez*  
\_\_\_\_\_  
FIRE CHIEF

BY: *[Signature]*  
\_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF FAIRFIELD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF NEW CANNAN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**CITY OF NORWALK**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR



**CITY OF STAMFORD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF STRATFORD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
TOWN MANAGER

**TOWN OF TRUMBULL**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTPORT**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WILTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF MONROE**

*David York*  
\_\_\_\_\_  
FIRE CHIEF

*Stevenson Volunteer Fire Co*

*1/6/04*

BY: \_\_\_\_\_  
FIRST SELECTMAN

*and signing with approval from Chief Christopher Doyle of the Stearns Volunteer Fire Co. and Chief William Davis of the Monroe Volunteer Fire Department*

\_\_\_\_\_  
FIRE CHIEF

*Ronald M. Mathews*  
FIRE CHIEF

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
FIRE CHIEF

\_\_\_\_\_  
FIRE CHIEF

**CITY OF STAMFORD**

BY: *[Signature]*  
MAYOR

**TOWN OF STRATFORD**

BY: *[Signature]*  
TOWN MANAGER

**TOWN OF TRUMBULL**

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTON**

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTPORT**

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WILTON**

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF MONROE**

BY: \_\_\_\_\_  
FIRST SELECTMAN

FIRE CHIEF

CITY/TOWN

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF DARIEN**

\_\_\_\_\_  
FIRE CHIEF

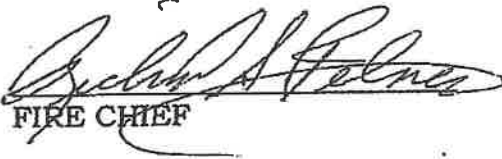
BY: \_\_\_\_\_  
FIRST SELECTMAN

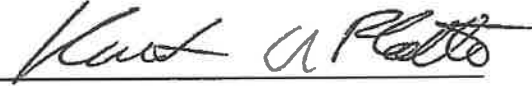
**TOWN OF EASTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF FAIRFIELD**

  
FIRE CHIEF

BY:   
FIRST SELECTMAN

**TOWN OF NEW CANNAN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**CITY OF NORWALK**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

FIRE CHIEF

CITY/TOWN

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF DARIEN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF EASTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF FAIRFIELD**

\_\_\_\_\_  
FIRE CHIEF

BY: Richard G. Bond  
FIRST SELECTMAN

**TOWN OF NEW CANNAN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**CITY OF NORWALK**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

FIRE CHIEF

CITY/TOWN

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF DARIEN**

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FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF EASTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF FAIRFIELD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF NEW CANNAN**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**CITY OF NORWALK**

*Jama Kanda*  
\_\_\_\_\_  
FIRE CHIEF

BY: *Alex A. Luzzo*  
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
*Robert J. McLeath*  
FIRE CHIEF

**CITY OF STAMFORD**  
BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
FIRE CHIEF

**TOWN OF STRATFORD**  
BY: \_\_\_\_\_  
TOWN MANAGER

\_\_\_\_\_  
FIRE CHIEF

**TOWN OF TRUMBULL**  
BY: \_\_\_\_\_  
FIRST SELECTMAN

\_\_\_\_\_  
FIRE CHIEF

**TOWN OF WESTON**  
BY: \_\_\_\_\_  
FIRST SELECTMAN

\_\_\_\_\_  
FIRE CHIEF

**TOWN OF WESTPORT**  
BY: \_\_\_\_\_  
FIRST SELECTMAN

\_\_\_\_\_  
FIRE CHIEF

**TOWN OF WILTON**  
BY: \_\_\_\_\_  
FIRST SELECTMAN

\_\_\_\_\_  
FIRE CHIEF

**TOWN OF MONROE**  
BY: \_\_\_\_\_  
FIRST SELECTMAN

\_\_\_\_\_  
**CITY OF STAMFORD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF STRATFORD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
TOWN MANAGER

**TOWN OF TRUMBULL**

\_\_\_\_\_  
FIRE CHIEF


BY: \_\_\_\_\_  
FIRST SELECTMAN


**TOWN OF WESTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTPORT**

  
\_\_\_\_\_  
FIRE CHIEF

BY:   
FIRST SELECTMAN

**TOWN OF WILTON**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF MONROE**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

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**CITY OF STAMFORD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF STRATFORD**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
TOWN MANAGER

**TOWN OF TRUMBULL**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTON**

\_\_\_\_\_  
FIRE CHIEF


BY: \_\_\_\_\_  
FIRST SELECTMAN


**TOWN OF WESTPORT**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WILTON**

  
\_\_\_\_\_  
FIRE CHIEF

BY:   
\_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF MONROE**

\_\_\_\_\_  
FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

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**CITY OF STAMFORD**

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FIRE CHIEF

BY: \_\_\_\_\_  
MAYOR

**TOWN OF STRATFORD**

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FIRE CHIEF

BY: \_\_\_\_\_  
TOWN MANAGER

**TOWN OF TRUMBULL**



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FIRE CHIEF

BY: Woody Bliss  
FIRST SELECTMAN

**TOWN OF WESTON**

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FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WESTPORT**

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FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF WILTON**

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FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

**TOWN OF MONROE**

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FIRE CHIEF

BY: \_\_\_\_\_  
FIRST SELECTMAN

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## Long Hill Fire Department

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6315 Main Street Trumbull, Connecticut 06611

Office of the Chief

December 30, 2003

Fairfield County Hazardous Material Unit  
515 Post Road  
Westport, CT 06880

Re: Hazardous Materials Response Assistance Mutual Aid Agreement  
For Additional Fire Protection

This letter is to affirm the continued participation of the Long Hill Fire District, located in the Town of Trumbull, CT, in the above named Mutual Aid Agreement, dated June 11, 1999, a copy of which is attached, and our agreement with the terms and conditions stated within.

We thank the Fairfield County Hazardous Materials Unit for offering their services to the Long Hill Fire District.

Very truly yours,

THE LONG HILL FIRE DEPARTMENT

THE LONG HILL FIRE DISTRICT

Daniel W. Hoyt  
Chief of Department

Bruce Silverstone  
Commission Co-Chairman

**MID-FAIRFIELD COUNTY  
HAZARDOUS MATERIALS UNIT**

**AMENDMENTS TO HAZARDOUS MATERIALS RESPONSE ASSISTANCE  
MUTUAL AID AGREEMENT FOR ADDITIONAL FIRE PROTECTION**

The Agreement of the parties dated June 11, 1999 is hereby amended as follows:

**First Amendment:** Paragraph 11 of the Agreement is amended by adding: Pursuant to C.G.S. §7-339f(1), this Agreement shall terminate on June 10, 2024, and may be amended from time to time by a majority vote of the parties.

**Second Amendment:** Paragraph 6 of the Agreement is amended by adding: Pursuant to C.G.S. §7-339f(3), no payment by any party participating in this Agreement shall be required in consideration of the receipt or obtaining of services. To the extent that C.G.S. §7-339(f) requires such payment, the parties hereby expressly waive any and all rights thereto.

**Third Amendment:** Paragraph 13 (New): Pursuant to C.G.S. §7-339(f), in the event that a dispute arises between or among any parties to this Agreement, such parties shall make good faith efforts to resolve the matter amicably. In the event that the parties are unable to do so, the dispute shall be adjudicated or settled by the selection of a neutral arbitrator to be provided by the Hartford Regional Office of the American Arbitration Association. The parties to the dispute shall equally bear the costs of arbitration.

# Memorandum

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**To:** Board of Selectmen

**From:** Mark Barnhart, Director of Community & Economic Development

**Date:** December 2, 2022

**Re:** 488 Tunxis Hill

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I am requesting your consideration of a resolution regarding the disposition of the former DPW garage at 488 Tunxis Hill Road. The purpose of the resolution is to signal the Town's intent to pursue a long-term lease with Operation Hope for the site as well as to seek changes to the special act by which the Town took possession of the property to facilitate such use.

The property in question is quite small, comprising less than a third of an acre in size. The property is presently improved with a single-story, 9800sf, masonry block building which had been used by the Town's Department of Public Works for storage. The building, which was constructed in 1920, is in very poor condition; so much so that in recent years the Town has made only limited use of the building, and had solicited bids to demolish the building.

During the last legislative session, the Town of Fairfield sought changes to the special act through which the Town originally acquired title to the property, which was previously owned by the State of Connecticut. At that time, the Town was interested in exploring alternative uses for the site, including the possible sale or lease of the property to create housing opportunities and foster economic development.

At the same time, Operation Hope has been seeking a new location in Fairfield with which to relocate its homeless support services, food pantry, soup kitchen and administrative offices. Recently, Operation Hope has expressed interest in the property on Tunxis Hill and has been pursuing the acquisition of an adjoining parcel to provide adequate parking. The State has advised that, while it is not opposed to the proposed use, the use does not meet the definition of "housing or economic development purposes." Consequently, the State has recommended further changes to the language

of the special act in order to specifically allow for Operation Hope's intended use.

Any subsequent proposed lease agreement would be subject to the review and approval of the Board of Selectmen and Representative Town Meeting. It would also require a referral to the Town Plan & Zoning Commission pursuant to Connecticut General Statutes 8-24.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.

QUIT-CLAIM DEED

STATUTORY FORM

014364

"No Conveyance Tax collected"

*Margaret A. Satch*  
Town Clerk of Fairfield

KNOW YE, that the State of Connecticut, acting herein by Denise L. Nappier, Treasurer of the State of Connecticut, under authority granted by Section 23(c) of Special Act No. 01-6 of the General Assembly of the State of Connecticut, approved July 6, 2001, pursuant to the provisions of Section 23(a) of Special Act No. 01-6 of the General Assembly of the State of Connecticut, and with the approval of the State Properties Review Board of the State of Connecticut, for consideration paid (\$1,000.00), Grants to the Town of Fairfield, a Municipal corporation existing under the laws of the State of Connecticut, and having its territorial limits within the County of Fairfield and State of Connecticut, with QUIT-CLAIM COVENANTS,

That certain parcel of land, with the building thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut located on the northerly side of Black Rock Turnpike, Route 58, Tunxis Hill Road, containing 0.2902 of an acre, more or less, bounded and described as follows:

- SOUTHERLY - by Black Rock Turnpike, Route 58, Tunxis Hill Road, 108.46 feet;
- WESTERLY - by land now or formerly of Leonora Vincentini, et al, 112.01 feet;
- NORTHERLY - by hereinwith described parcel of land, 108 feet;
- EASTERLY - by land now or formerly of Victoria Suelly, 120.43 feet.

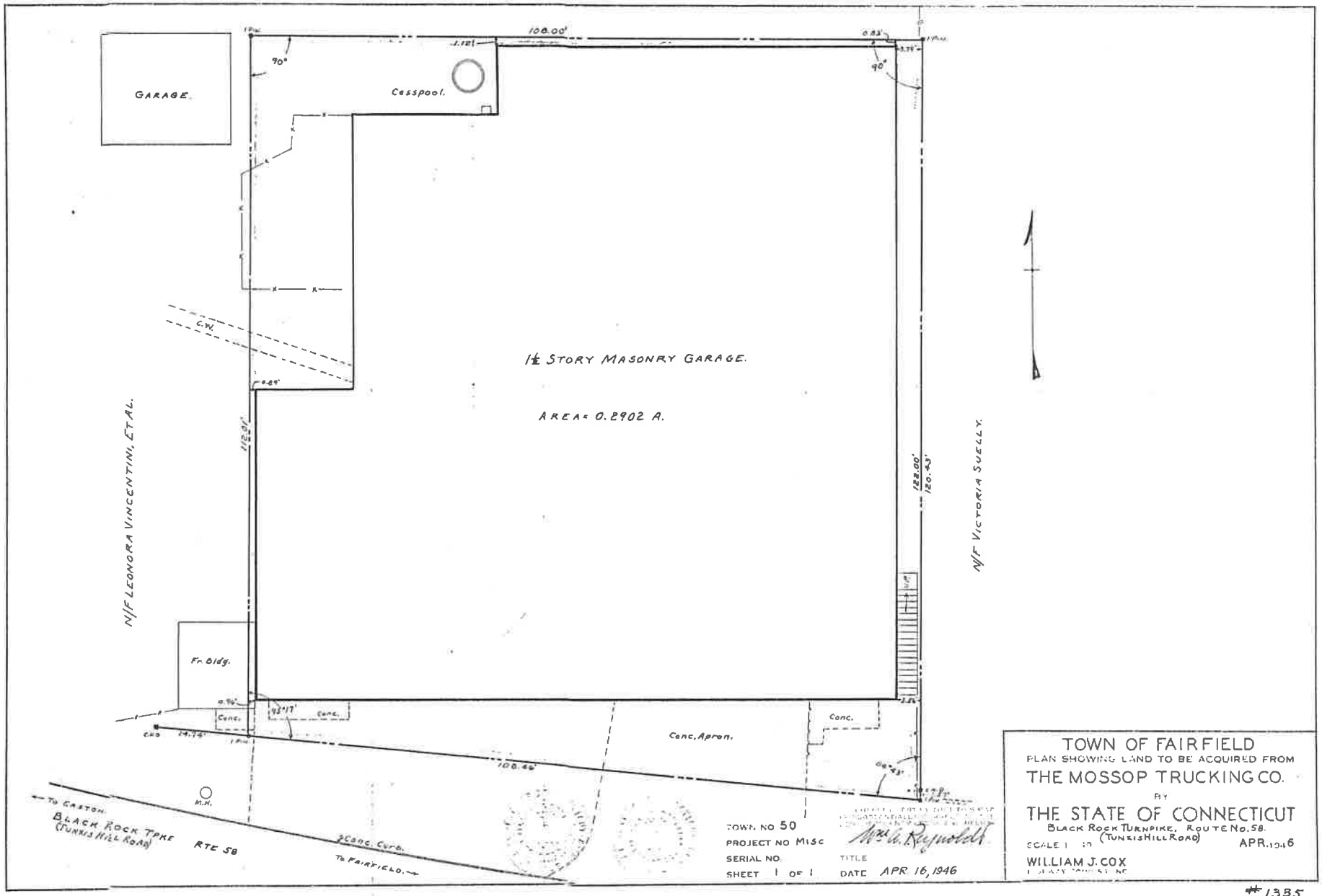
The above-described premises are conveyed subject to such rights and easements as may appear of record, and to any state of facts which an inspection of the premises may show.

The above-described premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

The parties hereto understand and agree in accordance with Section 23(b) of Special Act 01-6 that the above-described premises are conveyed with the special limitation that the Town of Fairfield shall use said parcel for a public works garage. If, in the case of the above-described parcel, the Town of Fairfield does not use said parcel for said purposes, does not retain ownership of all of said parcel, or leases all or any portion of said parcel, the parcel shall revert to the State of Connecticut and this deed shall become null and void.

For a more particular description of the above-described premises, reference is made to a map on file in the Fairfield Town Clerk's Office, entitled: "TOWN OF FAIRFIELD PLAN SHOWING LAND TO BE ACQUIRED FROM THE MOSSOP TRUCKING CO. BY THE STATE OF CONNECTICUT BLACK ROCK TURNPIKE, ROUTE NO. 58. (TUNXIS HILL ROAD) SCALE 1" = 10' APR. 1946 WILLIAM J. COX HIGHWAY COMMISSIONER". TOWN NO. 50, PROJECT NO. MISC, SERIAL NO. 177, SHEET 1 OF 1.





TOWN OF FAIRFIELD  
 PLAN SHOWING LAND TO BE ACQUIRED FROM  
 THE MOSSOP TRUCKING CO.  
 BY  
 THE STATE OF CONNECTICUT  
 BLACK ROCK TURNPIKE, ROUTE NO. 58  
 (TUNKIS HILL ROAD)  
 SCALE 1" = 40'  
 APR. 1946  
 WILLIAM J. COX  
 LAND SURVEYOR

TOWN NO 50  
 PROJECT NO MISC  
 SERIAL NO  
 SHEET 1 OF 1  
 TITLE  
 DATE APR 16, 1946  
*Wm. J. Cox*



# WATER POLLUTION CONTROL AUTHORITY COMMISSION

## Draft Minutes

<https://www.youtube.com/watch?v=BmVorgMmx0I>

A WPCA Special meeting was held via Webex at 7:00 p.m. on Tuesday, November 29, 2022.

Present: Vice Chairman Joseph D'Avanzo, Ron Drew, Chairman Mark Elletson, Nancy Lefkowitz, Matt Manchisi, Tom McCarthy, Chris Steiner

Also Present: Ed Bateson RTM D1, John Bodie WPCA Superintendent, Christine Brown RTMD9, John Clancy WPCA Administrator/Inspector, Margaret Horton RTM D9, Laura Karson RTM D4, Bill Perugini-Fairfield Beach Road resident

**1. Call to Order** – Chairman Elletson called the meeting to order at 7:00 p.m.

**2. To hear, consider and act upon funding for the Primary Digester at the WPCF**

Mr. Bodie reported the bid documents were sent out November 22, 2022, and will be opened on December 15, 2022. He and Dennis Dievert from Wright Pierce agreed on \$1.5m to repair the digester as a reasonable number to go with considering the supply chain issues. This does not take into account the insurance money. They have already received \$1m from the insurance which will go back into WPCA fund to cover cost of cleaning and repair.

*Joseph D'Avanzo motioned to authorize \$1.5m to repair the Primary Digester. The repairs to include the removal of the damaged liner, repair and replacement of the damaged internal piping as necessary, replacement of the pressure valves and gages and replacement of the damaged bolts that secure the 45-ton lid. The \$1.5m will be offset by \$948,000 net insurance proceeds received to date leaving a balance of \$552,000. Any future insurance proceeds will be used to further reduce the repair costs and all funding will be from WPCA fund balance. Tom McCarthy seconded the motion.*

The Commission discussed the cost.

*Joseph D'Avanzo motioned to amend his motion to authorize up to \$1.5m.*

The discussion continued.

Public comment –

Christine Brown asked how many bidders there will be. Mr. Bodie is unsure. She also asked how long it will take. Mr. Bodie said once the bid is awarded they will have a better idea. She asked if the odor will get worse, Mr. Bodie is hoping it will get better as additional different chemicals are being tested to try to alleviate odor.

Bill Perugini said Fairfield Beach and Pine Creek Resident Associations expressed concerns. He has reported the odor many times in the past and encouraged them to fix the problem as soon as possible.

Laura Karson asked if air testing has been done. Mr. Bodie said it has not as of yet as the firm contracted needed to get a scope of work. It is anticipated testing around the plant will begin on Friday, December 2, and continue to broaden the testing area. The portable gas meters utilized at the Plant have all tested negative to date. The Health Department will update residents on the progress.

Ed Bateson is concerned about the health and welfare of the residents and employees. He gave his full support to fast track this project. Ms. Karson and Ms. Horton concurred.

The Commission resumed discussion. Ms. Lefkowitz encouraged the public to email the WPCA and added the Commission and WPCA have been working diligently on this issue. Mr. Drew indicated this cannot be delayed any further and has concerns about material availability. Mr. Bodie explained how the chemicals are being used and the cleaning and compost process.

*Joseph D'Avanzo amended the motion to authorize up to \$1.75m to repair the Primary Digester. Repairs to include removal of the damaged liner, repair and replacement of the damaged internal piping, replacement of the pressure valves and gages and the replacement of the damaged bolts on the 45-ton lid. The \$1.75m will be offset by \$948,000 net insurance proceeds received to date. All future insurance proceeds will be used to further reduce the repair costs. All funding will come from WPCA fund. Matt Manchisi seconded the amended motion which carried unanimously, 7-0. (D'Avanzo, Drew, Elletson, Lefkowitz, Manchisi, McCarthy, Steiner in favor)*

### **3. Adjourn**

*Matt Manchisi motioned to adjourn the meeting at 7:35 p.m. Nancy Lefkowitz seconded the motion which carried unanimously, 7-0. (D'Avanzo, Drew, Elletson, Lefkowitz, Manchisi, McCarthy, Steiner in favor)*

Respectfully submitted,

Sheila Tesei  
Recording Secretary

## Primary Digester Repair- \$1,750,000

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1. **Background** – The primary digester is a 600,000-gallon concrete tank with a fixed metal roof. It accepts two waste stream from the plant, which are heated, mixed and devoid of oxygen. The anaerobic process destroys volatile material by up 60%. The tank experienced a suspected blocked outlet pipe and caused an over pressure condition in the tank, causing the roof to rip from its mounting bolts. The plant has been processing it sludge streams without this tank, requiring more chemical use, equipment run time and increased odors.
2. **Purpose and Justification** – The purpose of the request is to repair the digester so we can run the process as designed, lessen the costs associated and alleviate the odors. The tank has been offline since April 24,2022.
3. **Detailed Description of Proposal** – Remove or rotate the cover and repair the concrete attachment points and install new anchor bolts. Replace the two inch stainless steel piping to the gas cannon mixers. Remove loose liner material. Inspect all other piping and replace as needed. Replace the pressure relief valve with a newer and more suitable device. Install new sonar level sensor and integrate to SCADA system.
4. **Reliability of Cost Estimate** – Based on a scale of 0 to 10, this is an 8. Best estimate per an engineer’s assessment familiar with this type of repair.
5. **Increased Efficiency or Productivity** – Tank recently cleaned and will allow more capacity due to buildup of sand and now the repair will allow us to return to a normal process. Lowering costs and odors.
6. **Additional Long Range Costs** – Cleaning will take place every 10 years as recommended and be financed by the WPCA fund balance.
7. **Additional Use or Demand on Existing Facilities** – None.
8. **Alternatives to this Request** – None
9. **Safety and Loss Control** –Contractor will ensure safe and compliant work site.
10. **Environmental Considerations** – No Environmental impact other than odor reduction when completed.
11. **Insurance** – All selected contractors will be required to carry the necessary insurance as directed by the Town of Fairfield.
12. **Financing** – Funded through the WPCA fund balance, offset by insurance funds received, currently at \$948,000 with additional funds from insurance possible. Service life after the repair should be 25 years.
13. **Other Considerations:** None.

### Other Approvals:

WPCA Committee	-	Nov. 29, 2022
Board of Selectman	-	Dec, 2022
Board of Finance	-	Dec, 2022
RTM	-	Dec, 2022

**REFUNDS SUBMITTED FOR APPROVAL**  
**12/5/2022**

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<b><u>2021 REAL ESTATE</u></b>						
PULEO DELISLE PLLC	2021 01 00502	\$1,720.41				PAID IN ERROR
MORRIS TIMOTHY & MOLLY SMITH	2021 01 23094	\$3,850.04				OVERPAID IN ERROR
<b>TOTAL</b>		<b>\$5,570.45</b>				
 <b><u>2021 MOTOR VEHICLE</u></b>						
ACAR LEASING LTD	2021 03 50279	\$205.34				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2021 03 56293	\$610.75				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2021 03 56320	\$602.00				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2021 03 56339	\$602.00				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2021 03 56559	\$546.62				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2021 03 56727	\$342.82				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59132	\$563.52				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59157	\$382.04				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59176	\$605.90				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59216	\$722.14				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59235	\$297.94				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59279	\$950.98				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59293	\$413.86				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59299	\$452.40				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59309	\$351.32				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59429	\$153.98				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69003	\$240.70				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69016	\$456.58				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69128	\$463.24				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69176	\$243.66				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69187	\$340.80				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69283	\$30.48				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69285	\$147.94				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69357	\$45.46				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69404	\$195.78				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69431	\$114.20				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69549	\$238.48				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71476	\$223.10				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71521	\$701.16				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71547	\$379.46				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71591	\$297.06				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71642	\$246.54				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71678	\$184.34				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71721	\$633.92				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 71827	\$582.94				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 03 72006	\$755.10				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83817	\$2,384.52				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83824	\$989.08				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83826	\$651.50				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83831	\$844.32				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83833	\$571.36				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83834	\$231.50				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83844	\$1,852.60				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83848	\$781.52				OVERPAID DUE TO ADJUSTMENT
PORSCHE LEASING LTD	2021 03 83852	\$1,166.68				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91328	\$261.34				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91343	\$342.50				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91350	\$188.42				OVERPAID DUE TO ADJUSTMENT

TOYOTA LEASE TRUST	2021 03 91353	\$617.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91357	\$209.40	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91390	\$866.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91397	\$361.76	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91405	\$319.10	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91414	\$653.95	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91473	\$117.86	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91476	\$402.40	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91492	\$402.40	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91493	\$371.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91520	\$141.96	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91525	\$161.02	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91527	\$571.42	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91539	\$192.72	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91594	\$35.88	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91653	\$691.36	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91656	\$251.42	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91683	\$482.59	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91686	\$278.66	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91689	\$123.46	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91694	\$129.14	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91698	\$57.28	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91700	\$492.36	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91712	\$565.79	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91731	\$1,405.86	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91733	\$308.50	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91735	\$353.62	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91747	\$115.28	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91750	\$157.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91765	\$261.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91766	\$49.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91768	\$379.46	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91773	\$143.96	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91834	\$278.94	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 92016	\$278.66	OVERPAID DUE TO ADJUSTMENT
VAN SINDEREN A	2021 03 93053	\$30.21	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93257	\$375.22	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93265	\$221.78	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93276	\$490.81	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93277	\$223.96	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93282	\$338.72	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93283	\$348.28	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93290	\$441.88	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93292	\$441.88	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93298	\$98.38	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93303	\$406.96	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93307	\$348.28	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93308	\$451.92	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93309	\$132.52	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93316	\$150.50	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93317	\$196.20	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93333	\$204.20	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93337	\$555.42	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93342	\$312.92	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93346	\$566.48	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93356	\$684.54	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2021 03 93359	\$338.72	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93516	\$388.58	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93530	\$514.02	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93535	\$457.24	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93536	\$551.96	OVERPAID DUE TO ADJUSTMENT

VCFS AUTO LEASING CO	2021 03 93537	\$295.80	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93566	\$642.62	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93588	\$709.34	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93593	\$407.75	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93596	\$391.20	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93598	\$399.06	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93599	\$381.34	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93601	\$388.58	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93604	\$381.34	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93606	\$332.82	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93610	\$304.52	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93611	\$381.34	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93612	\$168.40	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93617	\$86.80	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93619	\$228.60	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93639	\$407.66	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93709	\$532.36	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93717	\$402.60	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93748	\$452.86	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2021 03 93772	\$1,086.06	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94831	\$212.34	OVERPAID DUE TO ADJUSTMENT
WALSH THOMAS J JR	2021 03 95299	\$24.93	OVERPAID DUE TO ADJUSTMENT
<b>TOTAL</b>		<b>\$54,707.38</b>	

**2021 SEWER USE**

BURGESS ROBERT & I JENNIFER	2021 08 00160	\$43.33	OVERPAID DUE TO ADJUSTMENT
SCHERWERTS KATHRYN K	2021 08 08973	\$296.82	OVERPAID DUE TO ADJUSTMENT
ZDANOWICH MARY LOU	2021 08 12310	\$589.14	OVERPAID DUE TO ADJUSTMENT
RAM YARON	2021 08 13859	\$320.30	OVERPAID DUE TO ADJUSTMENT
SALOOMEY MARHABA	2021 08 15695	\$1,578.54	OVERPAID DUE TO ADJUSTMENT
DONNELL BARBARA	2021 08 24199	\$256.08	OVERPAID IN ERROR
<b>TOTAL</b>		<b>\$3,084.21</b>	

**2020 MOTOR VEHICLE**

DAIMLER TRUST	2020 03 58903	\$504.34	OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2020 03 68966	\$300.12	OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2020 03 71021	\$58.26	OVERPAID DUE TO ADJUSTMENT
NISSAN INFINITI LT	2020 03 80055	\$348.72	OVERPAID DUE TO ADJUSTMENT
SEBOR ELIZABETH J	2020 03 86867	\$105.31	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90544	\$68.20	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90583	\$271.48	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90647	\$370.16	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90649	\$419.10	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90655	\$282.27	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90698	\$357.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90706	\$52.14	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90721	\$195.26	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90761	\$332.84	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90773	\$438.82	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90779	\$50.90	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90811	\$574.14	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90828	\$400.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90835	\$420.11	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90864	\$162.76	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90888	\$568.55	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90890	\$252.66	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90905	\$280.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90910	\$154.70	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90926	\$342.36	OVERPAID DUE TO ADJUSTMENT

TOYOTA LEASE TRUST	2020 03 90971	\$296.36	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90986	\$606.14	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90995	\$339.68	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91004	\$300.28	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91013	\$188.18	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91017	\$102.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91018	\$68.20	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91023	\$374.57	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91028	\$68.20	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91029	\$102.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91044	\$133.68	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91051	\$204.24	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91159	\$107.40	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91161	\$124.48	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91193	\$510.64	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91194	\$128.12	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91305	\$215.80	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91313	\$366.32	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2020 03 92453	\$423.10	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2020 03 92460	\$564.16	OVERPAID DUE TO ADJUSTMENT
<b>TOTAL</b>		<b>\$12,535.65</b>	

**2020 SEWER USE**

SCHMIDT WILLIAM H & JOAN B	2020 08 15985	\$150.00	OVERPAID IN ERROR
JOERGENSEN JOERG	2020 08 22466	\$684.48	OVERPAID IN ERROR
<b>TOTAL</b>		<b>\$834.48</b>	

**2019 PERSONAL PROPERTY**

SOULCARE PHYSICAL THERAPY	2019 02 36384	\$63.36	OVERPAID IN ERROR
<b>TOTAL</b>		<b>\$63.36</b>	

<b>TOTAL TAX</b>	<b>\$76,795.53</b>
<b>TOTAL INTEREST</b>	<b>0</b>
<b><u>GRAND TOTAL</u></b>	<b><u>\$76,795.53</u></b>