

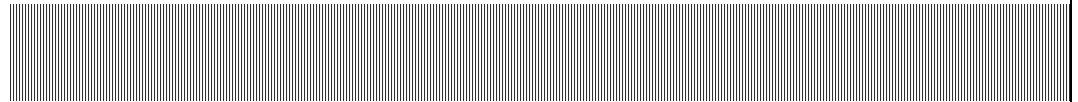
New Haven Solid Waste and Recycling Authority

34 Middletown Avenue, New Haven, Connecticut 06513

Request for Qualifications

**Transfer Station Operation,
Transport, and Disposal Services
for Municipal Solid Waste**

September 8, 2011



Contents

1. Introduction	1-1
1.1. Introduction	1-1
1.2. Purpose of Solicitation	1-1
1.3. Organization of Request for Qualifications	1-2
1.4. Defined Terms	1-2
2. Project Background	2-1
2.1. Background	2-1
2.1.1. Solid Waste Management Operations	2-1
2.1.2. Transfer Station	2-1
2.2. Services Being Solicited	2-3
2.2.1. Basic Services	2-3
2.2.1.1. Transfer Station Operations	2-3
2.2.1.2. Transportation Services	2-4
2.2.1.3. Disposal Services	2-4
2.2.2. Additional Services	2-5
2.2.3. Insurance Requirements	2-5
2.2.4. Performance Bond	2-6
3. Procurement Process	3-1
3.1. Schedule	3-1
3.2. Authority' Rights and Options	3-1
3.3. Cost of Qualifications Preparation and Contract Negotiations	3-2
3.4. Communications	3-2
3.5. Public Records	3-3
4. Evaluation Process	4-1
4.1. Evaluation Committee	4-1
4.2. Conformance Review	4-1
4.3. Evaluation Criteria	4-1
4.3.1. General Qualifications	4-1
4.3.2. Project Team Experience	4-3
4.3.3. Financial Capability	4-3
5. Submittal of Qualifications	5-1
5.1. General Instructions	5-1
5.2. Format of Statement of Qualifications	5-1
5.3. Cover Letter	5-2

5.4. Table of Contents.....	5-2
5.5. Section 1: General Qualifications	5-2
5.5.1. Respondent Team.....	5-2
5.5.2. Legal Standing	5-3
5.5.3. Corporate Experience	5-3
5.6. Section 2 - Project Team	5-4
5.7. Section 3 - Proposed Approach.....	5-5
5.8. Section 4 – Financial Qualifications	5-6
5.8.1. Financial Information	5-6
5.9. Section 5 – SOQ Forms.....	5-7

List of Tables

Table 2-1. Historical Waste Quantities	2-2
Table 3-1. Procurement Schedule.....	3-1

Appendices

- A. Statement of Qualification Forms
 - SOQ Form 1: SOQ Transmittal Letter
 - SOQ Form 2: Statement of Ownership
 - SOQ Form 3: Project Reference Form
 - SOQ Form 4: Proposed Approach

- B. Authority’s Transfer Station Permit (expires December 2012)

1. Introduction

1.1. Introduction

The New Haven Solid Waste and Recycling Authority (herein referred to as the “Authority”) created on March 31, 2008, is a municipal resource recovery authority whose responsibility is to provide the essential public and governmental function of furthering the health, safety and welfare of the residents of the City of New Haven.

The Authority is specifically responsible for the operations and management of the Municipal Solid Transfer Station (herein referred to as the “Transfer Station”) and for receipt and disposal of municipal solid waste (“MSW”) generated in the City, including management of recyclable materials delivered to the Transfer Station. The Transfer Station operations and transportation and disposal services are currently contracted to Connecticut Waste Processing. This contract is scheduled to expire on December 31, 2011.

1.2. Purpose of Solicitation

Through issuance of the Request for Qualifications (“RFQ”), the Authority is hereby soliciting Statements of Qualifications (“SOQs”) from solid waste management firms capable of providing full service operation, maintenance and management of the Authority’s Transfer Station, including the hauling and disposal of Acceptable Waste. These services shall be provided in a safe and secure, effective, and efficient manner while:

- Reducing operating costs;
- Maximizing the quantity of waste recovered;
- Sustaining the useful life of the Transfer Station through effective maintenance;
- Facilitating waste flow control within City limits;
- Protecting the Authority’s bond obligations for the Transfer Station; and
- Fully complying with all applicable federal, State and local laws and regulations, including, without limitation, all applicable laws and rules and regulations of the State of Connecticut and its regulatory agencies.

The solicitation is being conducted on a fast-track schedule. The intent is to select a qualified Respondent to this RFQ to negotiate with exclusively for a 30-day period. The 30-day period would begin on the date of notification of qualified Respondent selection.

If the Agreement cannot be reached within the 30 day period, or such other period of time as determined by the Authority in its sole discretion, then the Authority will then select the next most qualified Respondent to the RFQ and repeat the process.

1.3. Organization of Request for Qualifications

This RFQ presents the background information and requirements to facilitate the preparation and submission of the Respondent’s SOQ. The major sections of this RFQ are as follows:

Section 1	Introduction
Section 2	Project Background
Section 3	Procurement Process
Section 4	Evaluation of Process
Section 5	Submittal of Qualifications

1.4. Defined Terms

Words and terms that are used herein shall have the meanings as set forth in this glossary unless otherwise defined.

“Acceptable Waste” is that portion of the municipal solid waste that may be disposed of lawfully in a Class I Landfill.

“Agreement” or “Standard Agreement” means the agreement that may be executed between the Authority and the Contractor for the performance of the Contract Services described in this RFQ.

“Applicable Laws” means any federal, State, or local statute, law, municipal charter provision, regulation, ordinance, rule, mandate, judgment, order, decree, Permit, code or license or other governmental requirement or resolution, the common law arising from final, non-appealable decisions of governmental authorities in the United States, and any interpretation or administration or both of any of the foregoing by any governmental authority, which applies to the services or obligations or both of either party under this Agreement, whether now or hereafter in effect.

“Authority” means the New Haven Solid Waste and Recycling Authority.

“Authority’s Customers” mean governmental, commercial, and other customers other than the City of New Haven.

“City of New Haven” or **“City”** means the City of New Haven, Connecticut acting through its Department of Public Works or its authorized agents or representatives.

“Contract Term” means the term of the negotiated Agreement which shall commence on the commencement date of January 1, 2012 and extend for a minimum of three years and a maximum of twenty years in accordance with the negotiated provisions.

“Contract Services” means the operation, maintenance, repair and management services provided by the Contractor pursuant to the Agreement, including, without limitation, the operation and maintenance of the Transfer Station; the transportation and disposal of Acceptable Waste, Unacceptable Waste and Special Waste; and all required ancillary activities in accordance with the requirements of the negotiated Agreement.

“Connecticut Department of Energy and Environmental Protection” or **“CTDEP”** means the Connecticut Department of Energy and Environmental Protection, or successor state regulating agency.

“Contractor” means the solid waste management firm selected through this RFQ that successfully negotiates and enters into the Agreement with the Authority.

“Curbside Recyclable Materials” mean marketable mixed paper, cardboard, newspaper, office paper, glass containers, metal containers, plastic containers, boxboard, cereal boxes, beverage cartons, telephone books, and other recyclables designated for curbside collection and delivered to the Transfer Station.

“Disposal Facility” means an energy-from-waste facility, composting facility, landfill or other solid waste disposal facility, which has received all of the necessary permits to lawfully receive and dispose of the Authority’s Acceptable Waste.

“Facility” means an Intermediate Processing Facility or a Disposal Facility.

“Intermediate Processing Facility” means a transfer station, rail yard, barge or other intermediate facility, which has received all of the necessary permits to lawfully receive the Authority’s Acceptable Waste prior to transport to the Disposal Facility.

“Merchant Waste” means municipal solid waste delivered by persons or entities that are neither the Authority nor an entity already serving as a source of Acceptable Waste delivered to the Transfer Station.

“Municipal Solid Waste” or **“MSW”** means solid waste from residential, commercial and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste as defined in Section 22a-115, land-clearing debris, demolition debris,

biomedical waste, sewage sludge, and scrap metal. (Connecticut General Statutes Section 22a-207 (23)).

“Recyclable Materials” means, for the purposes of this RFQ, materials designated by the City and Authority for recovery and delivered to the Transfer Station including, but not limited to Curbside Recyclable Materials, scrap metal, electronic waste, batteries, tires, yard waste, and bulky waste.

“Request for Qualifications” or “RFQ” means the Request for Qualifications for Transfer Station Operation, Transportation and Disposal Services for Municipal Solid Waste issued by the Authority dated September 8, 2011.

“Respondent(s)” means the entity (including any corporation, joint venture, partnership, or other business entity) submitting a Statement of Qualifications in response to this Request for Qualifications.

“Selected Respondent” means the Respondent that was selected by the Evaluation Committee based on the evaluation criteria to be most advantageous to the Authority.

“Special Waste” means non-hazardous solid waste which requires special handling, including the following: (1) non-hazardous water treatment, sewage treatment or industrial sludge, liquid, solids and contained gas; fly-ash and casting sands or slag and contaminated dredge soils; (2) scrap tires, and (3) asbestos.

“State” means the State of Connecticut and all of its relevant administrative, contracting and regulatory agencies and offices.

“Subcontractor” means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every sub-subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

“Term Sheet” means the bullet point document stating Respondent’s intentions and setting forth the basic terms and conditions of the Respondent’s proposed business agreement. The Term Sheet will be used as a basis to guide negotiations and legal counsel in the preparation of the Agreement.

“Transfer Station” means the permitted solid waste transfer, processing, and transportation facility owned by the Authority and located in the City of New Haven.

“Unacceptable Waste” means dirt, sewage sludge, and hazardous waste as defined in Section 22a-115, and large items of machinery and equipment, such as motor vehicles and major components thereof (including oversized tires (e.g.: front-end loader or heavy

equipment tires), engines, transmissions, fenders and contaminated parts), agricultural equipment, trailers, marine vessels and other materials which are likely to cause damage to or adversely affect the operation of the Transfer Station.

2. Project Background

2.1. Background

2.1.1. Solid Waste Management Operations

The City of New Haven, Connecticut is situated in the south-central part of the State along the Long Island Sound, lying 37 miles south of Hartford, 138 miles southwest of Boston, and 75 miles northeast of New York City. The solid waste management services within the City limits are provided by the City and the Authority. The City provides solid waste collection services to all residential establishments consisting of six or less units located in the City. The City utilizes in-house staff to provide Curbside Recyclable Materials collection, leaf and yard waste collection, bulky waste collection and municipal solid waste collection. Waste collected by the City is delivered to the Authority's Transfer Station where it is currently consolidated and hauled to either a recycling facility or an in-state waste-to-energy facility for processing and/or disposal.

Currently, commercial establishments within the City contract directly with private contractors for hauling and disposal of the commercial waste. The City has adopted a waste flow control ordinance to direct all commercial waste generated within the City's jurisdiction to the Transfer Station as customers of the Authority. The Authority currently incurs approximately \$1.4 million in fixed costs annually with respect to operations and as such waste flow control plays an important part in the ability of the Authority to meet financial obligations and provide cost effective services. The City and Authority are actively enforcing the requirements of the waste flow control ordinance, however, it is estimated that 10 to 20 percent of the waste generated within the City's limits continue to bypass the Authority's Transfer Station.

The Authority operates the scale facilities at the Transfer Station, monitors the residential drop-off/recycling transfer area at the Transfer Station and provides management oversight of all contract operations including the operation of the Transfer Station, the hauling of Recyclable Materials and solid waste, and the disposal or recovery of materials as provided by the private contractor(s). In addition, the City owns and maintains a closed landfill adjacent to the Transfer Station.

2.1.2. Transfer Station

The Transfer Station, which is located on a 2.5 acre site on Middletown Avenue, has convenient access to Exit 8 of Interstate 91. The Transfer Station includes a scale house,

maintenance garage, two truck scales, parking for up to thirteen 100 cubic yard transfer trailers, and a transfer station tarping station.

The Transfer Station has a permitted capacity is 700 tons per day (tpd) of MSW and C&D waste, 125 tpd for the recyclable materials transfer area, 50 tpd for the residential drop-off area, and 50 tpd for yard waste including leaves, wood waste and street sweepings. Appendix B provides a copy of the Permit. Table 2-1 provides a summary of the historical quantities of waste delivered to the Transfer Station.

**Table 2-1.
Historical Waste Quantities**

City Collected Waste	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11
MSW	33,207	34,559	35,742	37,877	40,892	45,113	42,975	37,898	37,505	34,588	36,045
Bulky	7,045	8,012	7,597	8,690	9,469	11,111	9,276	5,948	6,108	4,804	N/A
Recyclables	5,673	5,062	5,199	5,034	4,989	4,849	4,515	4,365	4,543	4,052	3,728
Street Sweepings	5,061	4,031	5,133	4,924	4,618	4,423	3,810	4,330	4,343	2,868	N/A
Catch Basin	1,210	1,118	1,219	1,148	1,043	545	308	24	80	101	N/A
Yard Waste (leaves, brush, trees)	1,617	1,070	1,924	1,133	1,433	1,476	2,338	2,012	1,847	3,122	N/A
Construction & Demolition	221	96	490	489	336	461	190	988	176	254	209
Tires	70	23	45	20	27	22	30	24	11	17	N/A
Total City Collected Waste	54,104	53,971	57,349	59,315	62,807	68,001	63,442	55,590	54,615	49,806	39,983
Other / Commercial Waste	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY10
MSW	41,998	35,140	35,375	37,486	40,187	34,342	35,760	35,100	27,942	32,841	38,666
Bulky	5,958	8,356	8,573	12,814	14,677	11,064	8,179	5,182	3,135	2,543	N/A
Recyclables	26	5	27	30	38	20	8	32	2	743	2,071
Construction & Demolition	32,375	22,158	9,482	8,568	7,102	5,701	4,154	3,978	2,028	1,345	953
Total Commercial Waste	80,357	65,659	53,457	58,899	62,004	51,127	48,101	44,291	33,107	37,472	41,690
Total Waste Delivered to TS	134,461	119,630	110,806	118,214	124,811	119,128	111,543	99,881	87,722	87,278	81,673

Note:

Fiscal Year (FY) is from June 1 to July 31.

NA – Not available

Trucks entering the site are weighed and then back into one of three bays in the Transfer Station to dump their loads. Garbage dumped on the concrete tipping floor is picked up by a front-end loader and loaded onto open top trailers parked at the end of the bays. The trailers are parked at a level which is 14 feet below the tipping floor grade. Once full, trailers are moved to be weighed, tarped and hauled away to a designated disposal facility.

Each of the bays is 43 feet in width, which allows up to two collection vehicles to dump their loads in each bay simultaneously. Bay Number One is 45 feet long, Bay Number Two is 60 feet long, and Bay Number Three is 75 feet long.

2.2. Services Being Solicited

The following provides a description of the basic services that will be required under the Agreement. Interested firms are required to submit their qualifications demonstrating their ability to provide these basic services.

2.2.1. Basic Services

As part of the basic services, the Contractor will be responsible for the operation of the Transfer Station and transportation and disposal of Acceptable Waste from the City and the Authority's other customers. This includes, but may not be limited to:

- **Transfer Station Operations** - Furnish all labor, maintenance, materials, services, supplies and equipment needed to operate and maintain the Transfer Station, including maintenance of the residential drop-off/recyclables transfer area. Note: the Authority will operate the scale-facilities and the residential drop-off area at the Transfer Station. The Contractor, however, will still have responsibility for maintaining these areas.
- **Transportation Services** - Furnish all labor, maintenance, materials, services, supplies and equipment needed to transport the Acceptable Waste from the Transfer Station to a Disposal Facility(ies) for ultimate disposal ("Transportation Services").
- **Disposal Services** - Provide sufficient disposal capacity at a Disposal Facility(ies) throughout the Contract Term for all Acceptable Waste ("Disposal Services").

As an optional service, the Contractor may also be requested to provide marketing and hauling services for Recyclable Materials from the Transfer Station, and making and receiving payments for disposal of recyclables at processing facilities selected by the Contractor after demonstrating such processing facilities have the appropriate permits and receiving written approval from the Authority.

2.2.1.1. Transfer Station Operations

The Contractor shall operate, maintain, service, and repair the Transfer Station in accordance with Applicable Laws. Specific tasks will include but not be limited to the following:

- Provision, operation, and maintenance of all rolling stocks at the site including transfer trailers, yard cabs, over the road trucks, front end loaders, and other equipment deemed necessary for the safe and effective operation of the Transfer Station.
- Provision, operation and maintenance of Transfer Station support systems, including, but not limited to potable water, storm drainage, and Contractor's gasoline and/or diesel fueling for Contractor's vehicles.

- Operation, maintenance, and, as necessary, replacement or upgrade of all existing equipment on the property including, but not limited to, electrical systems and ventilation systems.
- Maintenance of the residential drop-off/recyclables transfer area, including housekeeping services.
- Performing any and all modifications or upgrades to the Transfer Station to ensure its working order throughout the life of the Agreement.
- Major capital improvements to expand the capacity of the Transfer Station, meet new regulatory requirements or increase efficiency will be the responsibility of the Authority and undertaken under the sole discretion of the Authority.

2.2.1.2. Transportation Services

The Contractor shall provide all transportation services in accordance with Applicable Laws and the requirements of the Agreement. The Contractor shall operate, maintain, service, and repair all Contractor rolling stock and/or equipment used for transportation of Acceptable Waste to ensure no interruption of Contract Services.

The Contractor shall be responsible for any tickets, fines, and penalties resulting from overweight loads. Route modification or transport delays resulting from facility delays, traffic, construction, adverse weather conditions, and other causes, shall not be deemed as cause for claim for extra reimbursement, additional fees, or damages against the Authority.

Lease or purchase, maintenance, service, and repair of rolling stock or equipment furnished by the Contractor for Contract Services shall be the Contractor's sole responsibility. Contractor-provided rolling stock and equipment shall remain the property of the Contractor upon termination of the Agreement. Respondents shall be responsible for estimating the rolling stock and equipment necessary to provide the required services.

2.2.1.3. Disposal Services

The Contractor shall provide sufficient permitted disposal capacity at one or more Disposal Facility(ies) to dispose of all Acceptable Waste throughout the Contract Term. The Contractor may also propose utilizing an Intermediate Processing Facility(ies) prior to disposal at a Disposal Facility(ies) as part of its proposed Contract Services. For example, Respondents may propose a rail facility as an Intermediate Processing Facility for baling and wrapping of waste prior to transport to the Disposal Facility. The Contractor shall be responsible for coordinating the receiving hours of the Disposal Facility(ies) and the Intermediate Processing Facility(ies), if one is proposed, with the operation and maintenance of the Transfer Station and haul operation to ensure that smooth, efficient disposal service is provided.

2.2.2. Additional Services

In addition to the above, firms are encouraged to submit information regarding their qualifications to provide additional services that may be required of the Authority to enhance the existing solid waste management services being provided by the Authority. These may included but not be limited to management and recovery of additional materials, capital and operating improvements to the existing Transfer Station to increase efficiency, public education programs, and enforcement of solid waste management ordinances and regulations.

2.2.3. Insurance Requirements

The Contractor shall be required to maintain the following minimum insurance coverage during the Contract Term:

1. Worker's Compensation Insurance for all the Contractor's employees and those of its Subcontractors working on the site in accordance with the State's Workers Compensation Law;
2. Manufacturer's and Contractor's Public Liability Insurance issued in the name of Contractor and also naming the Authority as an additional insured that will protect the Contractor, its Subcontractors, and the Authority against any and all public liability and/or property damages, in the single limit primary amount of \$1,000,000.00 with \$5,000,000.00 in excess coverage. Protection will include claims for injury or death of one or more person because of accidents which may occur as a result of operations under the Agreement, covering all equipment;
3. Property Damage Insurance in an amount of at least \$100,000.00 to protect it and its Subcontractors from claims for property damage which might arise from operations under the Agreement; and
4. Automotive Insurance, with a minimum liability per occurrence of \$1,000,000.00. The Contractor shall also require its Subcontractors to carry such Automotive Insurance.
5. Environmental Liability insurance with a minimum liability per occurrence of \$2,000,000.00.

At the Authority's discretion, the Contractor may be asked to submit copies of its Worker's Compensation and Manufacturer's and Contractor's Public Liability, Property Damage, Automobile, Fire and Extended Coverage, if applicable, insurance policies to the Authority for review and approval. The Authority may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its Subcontractors to obtain policies of similar insurance before each commences work.

All such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Authority, and shall be kept in force throughout the Contract Term.

It is not necessary for Respondent to have the above insurance in effect at the time of response to this RFQ, but certificates indicating that the insurance is in effect will be required when the Agreement is executed.

2.2.4. Performance Bond

The Contractor shall be required to submit a performance bond or otherwise provide adequate demonstration of financial security to the Authority. The Contractor shall furnish the Authority with a Performance Bond or an irrevocable letter of credit in the amount of \$2 million in the first year of the Agreement.

The Performance Bond shall be in effect for the Contract Term, made in favor of the Authority executed by a surety company authorized to transact business within the State of Connecticut, and conditioned for the full and faithful performance and observance by the Contractor of all the conditions and terms of the Agreement. If a letter of credit is to be provided, it shall contain automatic renewals to maintain applicability throughout the Contract Term.

Prior to negotiations, the selected Respondent will be required to provide a letter of intent from (i) a surety approved by the Authority and licensed in the State of Connecticut stating that the surety is highly confident that if successful in negotiating the Agreement, the surety will furnish the required Performance Bond in the amount specified; or (ii) a bank, with branches in Connecticut, demonstrating the ability to obtain the irrevocable letter of credit for the Contract Term.

3. Procurement Process

3.1. Schedule

A summary of the major activities relating to this RFQ and the procurement of the Contractor for the services is presented below. The Authority reserves the right to modify any or all of the following dates.

**Table 3-1.
Procurement Schedule**

Activity	Date
Issuance of RFQ	September 8, 2011
Qualifications Submission Date	September 22, 2011
Evaluation of Qualifications	September 22 to September 28, 2011
Notification of Selected Respondent	September 29, 2011
Contract Negotiations with Selected Respondent (30-day period)	October 1 to October 31, 2011
Agreement Execution	November 2011
Transition Period	November through December 31, 2011
Effective Date and Commencement of Operations Under New Agreement	January 1, 2012

If the Authority and the first Selected Respondent are unable to reach an Agreement, then the Authority will notify the next qualified Respondent to exclusively negotiate for a 30 day period, commencing in November. The Authority reserves the right, however, to cancel the procurement at any time.

3.2. Authority' Rights and Options

Without limitation, the Authority reserves and holds, at its sole discretion, the rights and options to:

1. Conduct independent investigations with respect to the qualifications and experience of each Respondent,
2. Take any action affecting the RFQ, the RFQ process, or the services or facilities subject to this RFQ that would be in the best interests of the Authority.
3. Select and negotiate an Agreement with a Respondent who best satisfies the interests of the Authority and meets the qualifications of this RFQ, in the judgment of the Authority.

4. After 30 days or such other period of time determined by the Authority, discontinue negotiations with the Selected Respondent and commence negotiations with any other Respondent and/or cancel the procurement.

3.3. Cost of Qualifications Preparation and Contract Negotiations

The Authority accepts no liability for the costs and expenses incurred by the Respondents with any activities performed in connection with this entire procurement process, including preparing the Qualifications Statement, preparing responses for clarification, attending interviews, participating in contract development and technical/financial work sessions, conducting due diligence investigations, and/or attending meetings and presentations required for the contract approval process. Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Authority for the costs and expenses associated with the procurement process.

3.4. Communications

The Authority is committed to a fair and open process for Respondents to receive information about the project and the procurement process. The Authority requires that all communications and requests for information and clarifications be made in writing (via e-mail) to:

Ms. Man-shi Low, Senior Consultant
Email: man-shi.low@arcadis-us.com

With a copy to:

Mr. John Prokop, Executive Director
jprokop@newhavenct.net

Responses will be provided in writing, via e-mail, to all firms that have requested copies of the RFQ. Any questions concerning the intent, meaning and interpretations of the RFQ documents can be directed to the above parties, however, the Authority shall not be bound by any oral statements about the RFQ that may be made by the Authority's representatives before the SOQ Submission Date.

3.5. Public Records

Any material submitted in response to this RFQ will become a “public record” and shall be subject to public disclosure consistent with Connecticut Public Records Law. Respondents must claim any applicable exemptions to disclosure provided by law in their response to the RFQ. Respondents must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Authority reserves the right to make all final determination(s) of the applicability of the Connecticut Public Records Law.

Notwithstanding the foregoing, Respondents recognize and agree that the Authority, their staff and their advisors will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of information or materials to third parties.

4. Evaluation Process

4.1. Evaluation Committee

SOQs submitted in response to this RFQ will be evaluated by an Evaluation Committee consisting of representatives selected by the Authority. The Evaluation Committee will review the qualifications and experience of the Respondents according to the evaluation criteria described below. The Evaluation Committee shall have the right to seek clarification from each Respondent in order to fully understand the content of the submissions and to evaluate and rank the Respondents.

4.2. Conformance Review

Respondents' SOQs will first be individually evaluated for conformance with the specific requirements set forth in this Section and Section 5. Any SOQ that the Evaluation Committee determines is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety by the Evaluation Committee. Materially responsive SOQs will include the following:

- Delivery to the correct e-mail and mail address by the specified time
- Completed SOQ Forms

SOQs that meet the above criteria will be evaluated as described in the Section 4.3 of this RFQ.

4.3. Evaluation Criteria

Following the conformance review, the Evaluation Committee will evaluate the SOQs in accordance with below Evaluation Criteria. The Respondent shall provide in its SOQ all information necessary to address the below Evaluation Criteria.

4.3.1. General Qualifications

The Respondent will be evaluated based on its qualifications and experience in providing services similar to the Contract Services on other solid waste projects. The General Qualifications Criteria is as follows:

- Adequacy of corporate experience in operating transfer stations and providing municipal solid waste transport and disposal services. Preference will be given to Respondents with experience operating multiple transfer stations and disposal facilities.

- Number, capacity and location of Disposal Facility(ies) and Intermediate Processing Facility(ies) including proximity to the Transfer Station. Preference will be given to facilities located in the State of Connecticut.
- Disposal Facility compliance with State's solid waste management hierarchy. Preference will be given to facilities which maximize material recovery and energy from waste.
- Regulatory compliance experience (compliance with federal and State regulatory requirements) of the Disposal Facility(ies) and Intermediate Processing Facility(ies) for the past five years.
- Public/private partnership experience including contract negotiations and long-term arrangements (greater than five years).
- Ability to provide performance guarantees. Preference will be given to Respondents that are willing to provide a guaranty from its ultimate parent entity for its performance under the Agreement.
- Soundness of team and management structure, including Subcontractors, to effectively perform the Contract Services. Preference will be given to Respondents which minimize the number of separate entities and Subcontractors that may be required to provide the requested services.
- Positive results from reference verifications.
- Soundness of proposed approach including the proposed Term Sheet. Preference will be given to Respondents that demonstrate an approach capable of guaranteeing tonnage (i.e. MSW and/or Recyclable Materials) to cover the fixed costs of the Authority in an amount of not less than \$1.4 million annually.
- Demonstrated experience in implementing community outreach programs at the municipal level.
- Soundness of legal standing including:
 - Record of complying with municipal solid waste contracts (including number and nature of contract breaches, defaults and terminations, compliance with performance guarantees, and imposition of liquidated damages or fines)
 - Nature of pending litigation and outcome of any concluded lawsuits and/or contract litigation on other projects
 - Compliance with Connecticut registered business requirements
 - Any enforcement cases involving the Disposal Facility(ies) and Intermediate Processing Facility(ies), if one is proposed, for environmental investigations, about claims or lawsuits related to pollution or contamination, and about classification under the federal superfund program or any hazardous waste classification system

4.3.2. Project Team Experience

The Project Team Experience Criteria focuses on the Respondent's ability to compile a project team that has key experience needed to perform the Contract Services anticipated as described in this RFQ. The criteria are summarized below:

- Reasonableness of the Respondent's organizational structure to perform the Contract Services
- Reasonableness of the experience and qualifications of key personnel to perform the Contract Services, including:
 - Project manager's qualifications (minimum five years of operating and supervisory experience for a solid waste management facility).
 - Transfer station maintenance, management, operating and hauling experience of proposed Project Team.
 - Disposal facility operating experience of proposed Project Team.
 - Public/private partnership experience of proposed Project Team.
 - Licenses and certifications of Project Team (possession of or ability to obtain required State of Connecticut licenses and certifications).

4.3.3. Financial Capability

Under these criteria, the Authority will evaluate the relative financial strength of the Respondents including their credit rating, and ability to provide the Performance Bond or irrevocable letter of credit and meet anticipated project financial requirements. Preference will be given to Respondents that have a general credit rating of AAA by a nationally recognized rating agency. The nationally recognized rating agencies are Moody's Investors Services, Inc., Standard and Poor's Rating Services, and Fitch Ratings.

5. Submittal of Qualifications

5.1. General Instructions

Respondents shall submit their SOQs via e-mail by 3:00 pm (EDT) on the SOQ Submission Date, followed by the submission of one hard copy of the SOQ within 24 hours of the SOQ Submission Date.

The electronic copy of the SOQ shall be submitted to

New Haven Solid Waste and Recycling Authority, care of Man-shi Low at:

man-shi.low@arcadis-us.com

The hard copy of the SOQ must be clearly labeled as the “Original” and must contain the original signature forms and other original documents. The hard copy of the original SOQ shall be addressed to:

New Haven Solid Waste and Recycling Authority
34 Middletown Avenue
New Haven, Connecticut 06513
Attention: John Prokop, Executive Director

The Name and address of the Respondent and the statement “*Statement of Qualifications for Transfer Station Operations, Transport and Disposal Services for Municipal Solid Waste*” should be included on the envelope.

SOQs will not be opened publicly. The Authority will public a list of Respondents submitting SOQs and will distribute this list to all Respondents.

5.2. Format of Statement of Qualifications

The SOQ must provide the information requested in the following section and be organized as follows:

1. Cover Letter
2. Table of Contents
3. Section 1 General Qualifications
4. Section 2 Project Team

5. Section 3 Proposed Approach
6. Section 4 Financial Capability
7. Section 5 Legal Information
8. Appendices (as required)

A clear and concise presentation of information is encouraged with a maximum page limit of 50 pages, not including standard brochures, financial information, SOQ Forms, resumes and other supporting data.

5.3. Cover Letter

The SOQ cover letter is Respondent's official letter transmitting the complete SOQ to the Authority and should clearly and concisely summarize the contents of the SOQ.

The SOQ Form 1 – SOQ Transmittal Letter must be signed by the president or vice president authorized to execute binding legal documents on behalf of the Respondent.

5.4. Table of Contents

A table of contents shall be included in the SOQ, itemizing the contents of the SOQ.

5.5. Section 1: General Qualifications

The Authority requests Respondents to submit information pertaining to their qualifications to demonstrate their ability to successfully negotiate an agreement within the time frame established in this RFQ and to effectively provide the Contract Services.

5.5.1. Respondent Team

The following information shall be provided by each Respondent:

- The history, ownership, organization, and background of the Respondent shall be provided. The SOQ must include the name, permanent main office address, date when organized, telephone, and facsimile numbers of the Respondent, and the principal contact person. It shall include the type of firm or organization (corporation (if so, where incorporated), partnership, joint venture, etc.) that is the Respondent and that will serve as the contracting party. If the Respondent is a joint venture, the required information shall be submitted for each member of the joint venture firm.
- Names of partners, officers, and/or stockholders (where applicable) who own ten percent or more of the shares by completing SOQ Form 2 – Statement of Ownership. Also indicate which individuals are authorized to bind the organization in negotiations with the Authority. The names of the Respondent's officers and any names they have worked under over the last ten years, along with a sworn affidavit describing any violation or litigation, regardless of outcome; and

- If the Respondent or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company.
- If the Respondent has ever failed to complete any work awarded to it under municipal solid waste contracts over the last ten years, and if so, where and why.
- If the Respondent has ever defaulted on a municipal solid waste contract over the last ten years, and if so, where and why.
- Identify the portions of the work that will be undertaken directly by the Respondent and what major portions of the work, if any, will be subcontracted. If Subcontractors are proposed, the proposed contractual relationships between the Respondent and all major partners and Subcontractors relative to the project shall be outlined in the SOQ. The Respondent shall describe the history of the relationships among the team members, including a description of past working relationships.

5.5.2. Legal Standing

Respondents shall identify each case within the last ten years where:

- A civil, criminal, administrative, bankruptcy, litigation or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the Respondent's rights, remedies or duties under an Agreement for the operation of a transfer station, the haul or disposal of solid waste, or any municipal contract;
- A county, municipality, or other entity terminated a written Agreement with the Respondent concerning the operation of transfer stations or the haul or disposal of solid waste; or
- Administrative fines, liquidated damages, or other penalties were deducted from the Respondent's payments under a contract for the operation of a transfer station or the haul or disposal of solid waste. For each case identified, the Respondent must describe the basic facts concerning the case and its current status. The requirements of this paragraph do not apply to contracts for the collection of solid waste from residential or commercial establishments.
- Any case or proceeding brought within the last ten years by the Securities and Exchange Commission that involves the Respondent, any parent corporation, subsidiary, affiliated business entity, or any owner or officer of the Respondent.
- Any instance within the past three-years where the Respondent has violated any waste flow control ordinance including the City of New Haven's waste flow ordinance and a description of the reason for such violation, if any.

5.5.3. Corporate Experience

The Respondent shall provide a description of its experience and qualifications for developing successful comparable public/private partnerships, including negotiating municipal agreements, operating transfer stations and providing municipal solid waste

disposal services and managing recyclable materials. The Respondent must have at least three years equivalent experience as deemed appropriate by the Authority, in providing services of similar scope and complexity.

The Respondent shall also list a minimum of three and maximum of ten reference projects that illustrate the Respondent's experience in providing similar services utilizing SOQ Form 3 - Project Reference Form, including up-to-date client reference contact information. At least one of the reference projects must demonstrate experience in long-term public/private partnerships (greater than five years).

The Respondent shall be responsible for all aspects of the municipal solid waste operations except for operation of the scale-house, which will remain the Authority's responsibility. As such, Respondent shall demonstrate the capacity to furnish all labor, maintenance, materials, services, supplies, and equipment needed to operate the transfer station and to transport Acceptable Waste from the Transfer Station to a Disposal Facility(ies) for ultimate disposal.

In addition, the Respondent shall demonstrate that the proposed Disposal Facility(ies) will have sufficient capacity to meet the current and projected future Acceptable Waste disposal needs of the Transfer Station throughout the term of the Agreement. The Respondent shall complete SOQ Form 4 Part C – Facility Information for each Disposal Facility and Intermediate Processing Facility which serves to demonstrate its experience in operating multiple facilities, including those facilities that are anticipated to be utilized to meet the disposal requirements for Acceptable Waste from the Transfer Station.

The Respondent shall also demonstrate its ability to execute a community outreach services program at the municipal level including pertinent experience developing such outreach programs. Outreach activities may include:

- Participating in regular strategy meetings and the development of reporting processes to inform the governing body of public outreach plans.
- Attending general administrative meetings, meetings with key stakeholders and other pertinent outreach activities.
- Coordinating workshops and informational sessions for the customers to update the community on municipal solid waste disposal operations.
- Developing of outreach materials on topics of public interest pertaining to municipal solid waste disposal operations.

5.6. Section 2 - Project Team

The Respondent shall provide an organizational chart of its project team and demonstrate that it has a sufficient number of properly qualified personnel to perform the work. The

Respondent shall identify the total number of employees and the key personnel including, but not limited to, management and supervisory staff to be assigned to perform the Contract Services and Subcontractors. Such key personnel staff includes:

- A Project Manager with a minimum five years of operating and supervisory experience for a solid waste management facility.
- Key personnel for transfer station maintenance, management, operating and hauling
- Key personnel for disposal facility operations
- Key personnel for managing public/private partnerships

For each key personnel, provide a description of the person's educational and professional qualifications (including certificates and most recent relevant experiences) for the work that will be performed under the Agreement.

5.7. Section 3 - Proposed Approach

This section of the SOQ should include a summary of the Respondent's approach and philosophy with regard to negotiation of the Agreement and the operation and maintenance of the Transfer Station including transport and disposal of MSW. This section shall also include a proposed Term Sheet identifying the key contract terms proposed for the Agreement. At a minimum; the proposed Term Sheet shall address the following provisions:

- Term of Contract
- Representation and Warranties
- Transfer Station Operations and Maintenance
- Transport and Disposal of Acceptable Waste
- Proposed Fee Structure
- Utilization of Excess Facility Capacity
- Other Key Contract Terms

The requested information should be provided by completing SOQ Form 4 – Proposed Approach. Note: SOQ Form 4 contains four parts:

- SOQ Form 4 – Part A: Transfer Station Operations and Maintenance
- SOQ Form 4 – Part B: Transportation
- SOQ Form 4 – Part C: Facility Information
- SOQ Form 4 – Part D: Term Sheet

Any other information that the Respondent believes is not addressed in SOQ Form 4 that is critical to its approach should be included in this section of their SOQ. Additional sheets may be attached as necessary.

The Authority is open to considering an approach that would improve the overall processing and economical efficiency of the Authority's operations. Respondents shall submit, based on their experience and knowledge of the Authority's system, suggestions on how to:

- Enhance and improve the collection of MSW and Recyclable Materials to increase the quantity of recyclables disposed at the Transfer Station and minimize level of enforcement required to ensure compliance with regulations including waste flow control.
- Guarantee of tonnage for excess capacity to pay the fixed costs of the Authority, currently estimated at \$1.4 million annually, regardless of the variations in the quantity of waste generated in the City and delivered to the Transfer Station.
- Increase the overall value of the Transfer Station and reduce operating costs including rates to customers.
- Develop and execute community outreach programs.

5.8. Section 4 – Financial Qualifications

This section shall present and separately address the business and financial aspects of the Respondent, as described below.

5.8.1. Financial Information

Respondents shall submit the following information:

1. Complete copies of annual financial statements, including all notes thereto for the most recent three years for the Respondent, all Subcontractors, and other major members of the Respondent's project team. The financial statements may consist of audited statements, the most recent annual reports or 10-K reports, tax returns, or comparable reliable information.
2. Information to demonstrate that the Respondent has the financial assets and resources to perform the Contract Services.
3. Information to demonstrate and verify that the Respondent has a good credit rating. The nationally recognized rating agencies are Moody's Investors Services, Inc., Standard and Poor's Rating Services, and Fitch Ratings.
4. Information to demonstrate that the Respondent is capable of and shall provide a Performance Bond or irrevocable letter of credit in an amount equal to \$2 million as

security for the performance of the Agreement. Respondent will be required, upon selection for negotiation, to provide a letter of intent from a surety approved by the Authority and licensed in the State of Connecticut stating that the surety is highly confident that if successful in negotiating the Agreement, the surety will furnish the required Performance Bond in the amount specified.

Respondents shall also provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Respondent, its parent, affiliates and subsidiaries in connection with other projects, whether by way of financial or performance commitments, guarantees, or otherwise that may put limitations on its financial exposure for this engagement.

5.9. Section 5 – SOQ Forms

Each Respondent must complete, sign and submit the following forms with their SOQ:

- SOQ Form 1 SOQ Transmittal Letter
- SOQ Form 2 Statement of Ownership
- SOQ Form 3 Project Reference Form
- SOQ Form 4 Proposed Approach

APPENDIX A

Statement of Qualification Forms

[Forms as attached as separate Word file.]

APPENDIX B

Authority's Transfer Station Permit (expires December 2012)

Post-it® Fax Note	7671	Date	12/20/07	# of pages	?
To	Secy Admin	From	C. Tarrant		
Co./Dept.	Engineering	Co.	DEP		
Phone #		Phone #			
Fax #	633-5971	Fax #			

CONNECTICUT ENVIRONMENTAL PROTECTION



Document# 00020846
~~PERMIT TO CONSTRUCT AND OPERATE~~ Page: 241

Vol 8114

DEP
 RECEIVED
 PERMITTEE:
 FACILITY ADDRESS:
 PERMIT No.

City of New Haven
 Middletown Avenue, New Haven, CT
 0930850 - 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 Environmental Protection ("Commissioner") to the City of New Haven ("Permittee") to construct various site improvements and operate the existing municipal solid waste transfer station and recycling center located on Middletown Avenue, New Haven, CT.

This permit consists of sequential authorization sections and is based on all documents and specifications submitted as part of Application No. 199903004, including but not limited to, the documents and specifications incorporated herein by reference:

- Application Form dated 10/15/99 incorporating various attachments, documents and drawings submitted by Malcom Pirnie Inc. as part of the original application package
- Operation and Management Plan (O&MP), updated 8/1/07, prepared by Anchor Engineering Services (AES) and Project Management Associates, LLC (PMA).
- Two (2) letters dated 7/11/07 and 8/2/07 from AES and PMA addressed to the Department providing clarifications regarding the existing site conditions, including various completed and newly proposed improvements and features.
- A set of two (2) P.E. certified drawings prepared by AES: (i) Existing Conditions Plan, dated 6/25/07; (ii) Solid Waste Permit Plan, dated 7/12/07, revised 8/1/07.

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.

A. GENERAL TERMS AND CONDITIONS

- As used in this permit, the following definitions apply:

"Clean Wood" as defined in RCSA Section 22a-208a-1 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 construction and demolition wood

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

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

"Construction and Demolition Waste" (or "C&D waste") means waste from construction and demolition activities as defined in CGS Section 22a-208x.

(Printed on Recycled Paper)

79 Elm Street • Hartford, CT 06106 - 5127

<http://www.ct.gov/dep>

An Equal Opportunity Employer

"Covered electronic device" or "CED" means desktop or personal computers, computer monitors, portable computers, CRT-based televisions and non-CRT-based televisions or any other similar or peripheral electronic device specified in regulations adopted pursuant to an act of the Connecticut legislature (section 11 of Public Act 07-189), sold to consumers, but does not include: (A) An electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by, or for, a vehicle manufacturer or franchise dealer, including replacement parts for use in a motor vehicle; (B) an electronic device that is functionally or physically part of a larger piece of equipment designed and intended for use in an industrial, commercial or medical setting, including diagnostic, monitoring or control equipment; (C) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier or air purifier; (D) telephones of any type unless they contain a video display area greater than four inches measured diagonally; or (E) any handheld device used to access commercial mobile radio service, as such service is defined in the Code of Federal Regulations in section 47 CFR 20.3.

"Day" means calendar day.

"Department" means the Department of Environmental Protection.

"Mercury-Containing Lamps" means the bulb or tube portion of an electric lighting device that contains mercury in any amount. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of mercury-containing lamps include, but are not limited to, fluorescent, high intensity discharge, neon, high pressure sodium, mercury vapor and metal halide lamps. The term "mercury-containing lamp" does not include lamps that are subject to regulation under the RCRA Sections 22a-449(c)-113

"P.E." means Professional Engineer licensed in the state of Connecticut.

"Treated Wood" as defined in CGS Section 22a-209a(a)(2) means wood which contains an adhesive, paint, stain, fire retardant, pesticide or preservative

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

"Universal Waste", as defined in RCRA Section 22a-449(c)-100(c)(33), means any of the following hazardous wastes: (A) Batteries as described in 40 CFR 273.2; (B) Pesticides as described in 40 CFR 273.3; (C) Thermostats as described in 40 CFR 273.4; (D) Lamps as described in RCRA 22a-209-17 and/or 40 CFR 273.5; and (E) Used electronics as described in RCRA Section 22a-449(c)-113(b).

"Used Electronics" or "used electronic device", as defined in RCRA Section 22a-449(c)-100(c)(34), means a device or component thereof that contains one or more circuit boards or cathode ray tube that is used primarily for data transfer or storage, communication, or entertainment purposes, including but not limited to, desk top and lap top computers, computer peripherals, monitors, copying machines, scanners, printers, radios, televisions, camcorders, video cassette recorders ("VCRs"), compact disk players, MP3 players, telephones, including cellular and portable phones and stereos.

2. The Permittee shall comply with all terms and conditions of this permit. This permit consists of the conditions contained herein and the specifications contained in the application documents, except where such specifications are superseded by the more stringent conditions contained herein. Violation of any provision of this permit is subject to enforcement action pursuant, but not limited, to CGS Sections 22a-6, 22a-208, 22a-225 and 22a-226.

New Haven TS
Permit to Operate
Page 3

3. 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 terms and conditions of this permit shall control and remain enforceable against the Permittee.
4. The Permittee shall make no changes to the specifications and requirements of this permit, except in accordance with law.
5. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Any document or action which is due or required on a Saturday, Sunday or a legal state/federal holiday shall be submitted or performed by the next business day thereafter.
6. The Permittee shall submit for the Commissioner's review and written approval all necessary documentation supporting any proposed physical/operational upgrades, improvements and/or minor changes in the Facility design, practices or equipment. The Commissioner may issue a written approval only if, in the Commissioner's judgment, the proposed physical/operational upgrades, improvements and/or minor changes: (a) are deemed necessary for a better and more efficient operation of the Facility; (b) are not significantly changing the nature of the Facility, or its impact on the environment; and (c) does not warrant the issuance of a permit or authorization pursuant to CGS Section 22a-208.
7. 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 RCSA Section 22a-430-3(b)(2), 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 CGS Section 22a-6, pursuant to CGS Section 53a-157, and in accordance with any other applicable statute.
8. 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.
9. Nothing in this permit:
 - a. 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.
 - b. Shall relieve the Permittee of other obligations under applicable federal, state and local laws. Authorizes any person, municipality or authority to hinder municipal or regional solid waste recycling efforts.
 - c. 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 in effect on the issuance date of this permit.

B. AUTHORIZATION TO CONSTRUCT

1. The Permittee is authorized to construct various improvements at the existing Facility for the purposes of processing the following types of solid waste received separately from residents and commercial haulers: municipal solid waste (MSW); construction and demolition (C&D) waste; oversized MSW (furniture, mattresses and carpets); paper/cardboard; commingled containers; scrap tires; scrap metal, including appliances with CFC liquid; used oil and antifreeze liquid; clean wood (brush, landclearing debris; pallets); spent mixed and lead-acid batteries; used electronics, leaves/grass clippings; street sweepings and catch basin debris.
2. The Permittee is authorized to implement various construction activities and site improvements at the existing Facility in accordance with all applicable law, including this permit. The Facility will incorporate the following existing features and various site improvements proposed for future construction:
 - a. An existing transfer station (TS) building designed for separate handling of municipal solid waste (MSW) and waste from construction and demolition activities (C&D waste) and provided with: a three (3) bay tipping floor (TF); upgraded loading chutes for an efficient truck loading operation; a new litter fence installed along the eastern (lower) level;
 - b. An existing outdoor transfer area (provided with paved areas for storage containers, safety railings and a system of concrete walls) dedicated for consolidation, storage and transfer of curbside collected solid waste (recyclables; etc.).
 - c. Two (2) existing residential drop-off areas (provided with paved areas for storage containers, safety railings and a system of concrete walls) located at the entrance gate and in the back of the existing brick incinerator building proposed for demolition.
 - d. An existing area for seasonal handling of brush and street sweepings.
 - e. Two (2) new truck scales and a truck tarping station (replacing the existing/outdated equipment).
 - f. New outdoor areas for: parking of cars; staging of containers; storage of appliances with CFC liquid; and additional storage (on the site of the old brick incinerator building proposed for demolition).
 - g. A new clean wood storage/processing area (located on a separate parcel leased by the City of New Haven from New Haven Gardens, Inc.).
 - h. A new catch basin debris dewatering area (provided with a concrete pad / push wall system and related drainage improvements).
 - i. A new covered container for recycling of consumer electronics.
 - j. A new recycling shed provided with a secondary containment for consolidation of mixed and lead-acid batteries and storage in separate tanks of used oil and antifreeze liquid.
 - k. Any other improvements needed on site (signage, safety barriers, block walls, pavements, etc.).
3. The Permittee shall control dust, odors, water discharges and noise resulting from the construction activities at the Facility at all times to assure compliance with applicable requirements of RCSA, and any other applicable laws, including OSHA.
4. The Permittee shall, within thirty (30) days from the completion of each of the improvements/features described in Condition B.2.e.f.g.h.i.j. submit a written notification for the Commissioner's review and written approval. Such notification shall include at a minimum the following P.E. certified documents:
 - a. A statement certifying which construction activities have been completed, as approved; and
 - b. An "as-built" drawing of the Facility, identifying all existing / completed features identified under condition No. B.2.

C. AUTHORIZATION TO OPERATE

1. The Permittee is authorized to operate the existing components of the Facility. Additional features (proposed to be constructed in the future) can be used by the Permittee upon written approval granted by the Commissioner. Such written approval can be issued only 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 law, including this permit. Unless otherwise approved in writing by the Commissioner, the Permittee is authorized to operate the Facility as follows: Monday-Saturday (4:00 a.m. - 8:00 p.m.).
4. The Permittee shall ensure processing/storage compliance as specified in the following table, notes and specifications:

	Processing (tons/day)	Storage (cy)	Comments
(H;R) TS building (MSW + C&D waste)	700	800	on TF + 3 outgoing loaded trailers
(H;R) Two (2) outdoor consolidation/transfer areas	125	500	see notes (*) and (**)
(R) Drop-off area (at TS entrance)	50	400	see notes (*) and (**)
(H) Wood/leaves/yard waste & (seasonal) SS+CB	50	---	see notes (^) and (^^)
(H; R) Wood/leaves/yard waste	---	2,500	see note (^)
(H) SS + CB (seasonal storage)	---	4,000	2 piles on separate areas (^^)
Total	925	8,200	

Notes:

TS building to receive solid waste directly from commercial haulers (H) and/or in containers loaded at the residential (R) drop-off areas located within the Facility.

An empty container must be kept on-site for any emergency event; Loaded containers to be removed within two (2) business days from the Facility;

SS = street sweepings; CB = catch basin debris;

(^) A new (leased) area to be established later for a separate wood/leaves/yard waste handling (processing; storage in piles/ground; chipping activities), as shown on the Solid Waste Permit Plan identified under section d.(ii) on the 1st page of this permit.

(^^) Seasonal storage/handling area for catch basin debris to be constructed in the future by the Permittee.

(*) Consolidation/storage specifications:

In containers [yard waste; leaves; wood; bulky/oversized MSW (furniture; mattresses; rugs); scrap metal, including appliances without CFC liquid; C&D waste; commingled containers;

In proposed open-end box / trailer: electronics [max. combined total < 5,000 kg (10,000 lb)]

In proposed shed: mixed batteries; lead-acid batteries; waste oil and antifreeze (in tanks w/ appropriate secondary containment, berms; etc.)

(**) Outdoor storage of paper/cardboard, scrap tires and electronics must be only in covered containers/trailers;

5. The Permittee shall store and handle solid waste only in the designated areas identified in the supporting documentation listed in this permit, and in accordance with, but not limited to the following specifications:
 - a. **Storage of MSW** shall be limited to no more than 48 hours from when the waste entered the Facility, with the exception of legal holidays and weekends. All residential MSW placed in containers located outdoors must be directed on a daily basis to the TS building for unloading, consolidation and off-site transfer.

- b. **Storage of clean wood** (including, but not limited to brush; land clearing debris; pallets) shall take place either in containers or piles located on the ground. The piles shall: have a minimum of a 25 foot emergency access maintained around them; not contain treated wood; be processed and transferred on a first/first-out basis; 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 applicable stormwater management requirements of Section 22a-430 of RCSA.

Wood chipping activities shall: comply with the requirements of the regulations governing the Abatement of Air Pollution, Section 22a-174 of RCSA; 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 scrap metal** (including, but not limited to, appliances which have CFCs removed and propane tanks without valves) shall be placed in containers at the end of each operational day. Any scrap metal that contains used oil shall be managed in accordance with the applicable used oil regulations as specified in RCSA Section 22a-449(c)-119, until the used oil is drained or otherwise removed from the scrap metal. At a minimum, such removed used oil shall be managed in accordance with the above regulation, and if placed in an on-site tank or collection container, the used oil shall be managed in accordance with Condition No. 5.e. of this permit.
- d. **Storage of scrap metal containing chlorofluorocarbon (CFC) liquid** shall be stored upright in a dedicated area. Such area shall contain a surface sufficiently impervious to prevent or minimize infiltration. Only a contractor certified in accordance with 40 CFR Part 82 Section 150 through 166 shall remove the CFC liquid.
- e. **Storage of used oil and waste antifreeze** shall take place only in above ground tanks or collection containers/drums. Used oil and waste antifreeze: shall not be received if previously mixed; shall not be mixed at the Facility; and shall be poured into the storage tanks or collection containers/drums by the end of each operational day only by the Facility's certified operator, or by an employee under the supervision of the Facility's certified operator. The storage tanks or collection containers/drums shall be: intact; structurally sound; not leaking or corroded; physically and chemically compatible with the wastes being stored therein; marked or labeled with the words "Used Oil" and "Waste Antifreeze", as appropriate, and with the hazard class as defined in 49 CFR Part 172, Subparts D and E; closed at all times, except when being filled or drained; elevated to prevent contact with any standing liquids in the containment area; installed and maintained in such a manner as to prevent corrosion and degradation; periodically inspected and maintained along with the roof, enclosure, impervious base and containment system; and locked at the end of each operational day to prevent access when the Facility is closed. The storage tanks or collection containers/drums shall be located within an enclosed storage area provided with: (1) a minimum of three walls and a roof; (2) an impervious base treated with a sealant that is chemically compatible with the waste to be stored therein; (3) a berm system to prevent run-on; and (4) a double-walled tank or a spill containment system that is capable of containing 100% by volume of the contents of the single largest tank or 10% of the total volume of used oil and waste antifreeze stored in the enclosed storage area, whichever is greater. Collection, storage and transfer operations shall be conducted in a manner which prevents spills/leaks. All received collection containers which are not immediately emptied, or that were already emptied into the tank, shall be stored in a manner which will contain accidental spills/leaks.

Any spills/leaks shall be immediately contained, cleaned up, and any residues containerized and managed in compliance with RCSA Section 22a-449(c)-119. Spills/leaks control and clean-up materials and equipment shall be readily available on-site at all times. The Facility shall comply with the requirements in RCSA Section 22a-449(c)-119 with respect to its management of used oil.

- g. **Storage of spent lead acid batteries.** The batteries shall: not be opened, handled or stored in a manner which may rupture the battery case, cause leakage, or produce a short circuit; and shall be removed from the Facility at a minimum every twelve (12) months. Such storage shall: not take place near incompatible solid waste or other materials unless the batteries are separated from such other materials by means of a dike, berm, wall or other device to prevent fires, explosions, gaseous emissions, leaching or other discharge of hazardous waste or hazardous waste constituents; be done in an area provided with a roof, and an impervious base treated with a sealant that is chemically compatible with the batteries stored; be bermed to prevent run-on; and, have a spill containment system. With respect to the management of lead-acid batteries, the Permittee shall comply with the requirements in RCSA Section 22a-449(c)-106(c) for lead-acid batteries, or, in the alternative, with the requirements in RCSA Section 22a-449(c)-113 for universal waste batteries.
- h. **Storage of leaves/grass clippings** shall: (a) take place in piles/containers located in dedicated area(s); and (b) be 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/grass clippings, or to a facility in another state operating in accordance with the laws of that state.
- i. **Storage of mercury-containing lamps and/or used electronics.** The Permittee: (a) is prohibited from disposing, diluting, treating or disassembling mercury-containing lamps and/or used electronics; and (b) must ensure that the transporter of such type of waste complies with the appropriate 40 CFR 273 requirements.

Specific Management Requirements

Mercury-Containing Lamps shall be managed in a way that prevents releases of any lamp or component of a lamp to the environment. All lamps shall be placed in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps. Such containers and packages shall remain closed and shall be capable of preventing leakage, spillage or damage that could cause leakage. Each mercury-containing lamp or a container or package in which such lamps are contained shall be labeled or marked clearly with one of the following phrases: "Waste Lamp(s)", or "Used Lamp(s)". Any lamp that is broken shall be immediately cleaned up and placed in a container. Any lamp that shows evidence of breakage, leakage or damage shall also be placed in a container. Containers shall be kept closed, structurally sound, compatible with the contents of the lamps and capable of preventing leakage, spillage or damage that could cause leakage or releases of mercury or other hazardous constituents to the environment.

Used Electronics shall be handled and stored in a manner that maintains the reuse or recyclability of any such used electronic or component thereof and managed in a way that prevents releases of any used electronic or component of a used electronic, to the environment. All used electronics shall be stored inside a building with a roof and four walls or in the cargo-carrying portion of a truck, such as in a trailer, in a manner that prevents used electronics from being exposed to the environment. Each used electronic device or container, package or pallet containing used electronics shall be clearly labeled or marked with one of the following phrases: "Waste Used Electronics", or "Used Electronics".

Any broken cathode ray tube(s) from a used electronic device shall be immediately cleaned up and placed in a container. The container shall be closed, structurally sound, and compatible with the cathode ray tube(s) and shall be capable of preventing leakage, spillage or releases of broken cathode ray tubes, glass particles or other hazardous constituents from such broken tubes to the environment.

General Management Requirements

- a. The Permittee: (a) may accumulate up to a total of 5,000 kg of mercury-containing lamps and/or used electronics for no longer than one (1) year from the date the waste was received; and (b) shall be able to demonstrate the length of time that mercury-containing lamps and/or used electronics have been accumulated from the date such waste was received. Such demonstration may be made by:
 - i. Placing the waste in a container and marking or labeling the container with the earliest date that any waste in the container was received; or
 - ii. Marking or labeling each individual item of waste (e.g., each lamp or used electronic device) with the date it was received; or
 - iii. Placing the waste in a specific accumulation area and identifying the earliest date that any waste in the area was received; or
 - iv. Any other method which clearly demonstrates the length of time that the waste has been accumulated from the date it is received.

- b. The Permittee is considered the generator of the material resulting from any release, and shall manage it in compliance with section 22a-449(c)-102 of the Regulations of Connecticut State Agencies. Subsequently, the Permittee shall:
 - i. Ensure that each employee who handles or has responsibility for managing mercury-containing lamps or used electronics shall be informed of proper handling and emergency procedures appropriate to the type(s) of waste such employee handles or manages.
 - ii. Ensure that all releases of mercury-containing lamps or used electronics, or residues from such wastes, shall be immediately contained.
 - iii. Ensure that an immediate determination is done whether any material resulting from a release (other than inadvertent breakage of small quantities of mercury-containing lamps or used electronics) is hazardous waste. If so, the Permittee shall manage such hazardous waste in compliance with all applicable requirements of sections 22a-449(c)-100 to 110, inclusive, of the Regulations of Connecticut State Agencies.
 - iv. Ensure that mercury-containing lamps or used electronics are sent only to permitted facilities. Any such in-state facility shall have a valid and effective permit issued by the Commissioner authorizing the facility to store, treat or dispose of such waste; or a person who handles such wastes in compliance with section 22a-449(c)-113 of the RCSA.
 - v. Ensure that the appropriate package, label, mark and placard for the shipment are used and proper shipping papers are prepared in accordance with the applicable Department of Transportation regulations under 49 CFR 172 to 180, inclusive, if the mixed mercury-containing lamps or used electronics being offered for off-site transportation meet the definition of hazardous materials under 49 CFR 171 to 180.
 - vi. As required by this permit, the Permittee shall immediately notify the Department if a shipment containing hazardous waste (HW) that is not a mercury-containing lamp or used electronic device is received at the Facility. Such notification shall incorporate a detailed description of the HW and the name, address and phone number of the originating facility/shipper. The Department will provide instructions for further management of such HW.

New Haven TS
Permit to Operate
Page 9

Document# 00020846
Volume: 3114 Page: 249

- c. A record of each shipment of mercury-containing lamps or used electronics received at, and sent from, the Facility must be kept for at least three (3) years from the date the waste was received and/or shipped off-site. Such record may take the form of a log, invoice, manifest, bill of lading or other shipping document. The record for each shipment received and sent shall include, as appropriate:
- the quantity of each type of waste received (e.g., lamps; used electronics).
 - the date the shipment was received.
 - the name and address of the company/person to whom the waste was shipped off-site.
 - the quantity of each type of waste shipped off-site (e.g., lamps, used electronics).
 - the date the shipment left the Facility.
- d. All areas used to store mercury-containing lamps or used electronics shall be inspected daily. At a minimum, the following shall be inspected at least weekly:
- The condition of the waste or any container, package, trailer or building used to store the waste. If the waste or a container or package storing the waste is not in good condition, or begins to leak, the waste shall be transferred to a container or package that is in good condition. Any deterioration or malfunction of trailers or buildings used to store the waste shall be repaired on a schedule which ensures that the problem does not lead to a release to the environment. If a hazard is imminent, repairs shall be made immediately. If a release from a container, package, trailer or building used to store the waste has occurred, remedial action shall be taken in accordance with the requirements in this permit for response to releases.
 - The marking or labeling of all waste, or containers, packages, pallets, trailers or buildings used to store the waste, with identifying words as required by the waste specific requirements in this permit for marking and labeling wastes; and
 - The marking of all waste, or containers, packages, pallets, trailers or buildings used to store the waste, with the date upon which accumulation began, or maintenance of an inventory system or other accumulation tracking method as allowed by this permit.

Inspections shall be recorded in a written inspection log. At a minimum, this log shall include the date and time of the inspection, the name of the inspector, a notation of the observations made, and the date and nature of any repairs or other remedial actions. All inspection logs shall be kept at the transfer station for at least three years from the date of inspection.

6. The Permittee shall:
- 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.
 - 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.
 - Ensure that any unacceptable/incidental solid waste inadvertently received, or solid waste which is unsuitable for processing at the Facility is: (1) promptly sorted, separated, isolated and temporarily stored in a safe manner prior to off-site transport; (2) recorded and reported in the quarterly report required by this permit, and (3) disposed at a facility lawfully authorized to accept such waste. A spare container shall be available for any storage emergency.
 - Contingent storage of incidental mercury-containing lamps, used electronics and mixed batteries classified as universal wastes that are inadvertently delivered to the Facility as part of a load shall be in accordance with the requirements of the Universal Waste Management Regulations (RCSA Sections 22a-449(c)-113 and 22a-209-17). The storage container(s) shall be located in an area of the Facility that will not interfere with other permitted activities.

- f. Provide expeditious notification about any emergency incident (explosion, accident, fire, release, or other significant disruptive occurrence) which: (1) significantly damaged equipment or structures; (2) interrupts the operation of the Facility for greater than 24 hours; (3) results in an unscheduled Facility shutdown or forced diversion of solid waste to other solid waste facilities; (4) could reasonably create a source of pollution to the waters of the state; or (5) otherwise threatens public health. Such notification required under this condition shall: (a) be within 24 hours of the emergency incident; (b) be verified to the Solid Waste Program in the Waste Engineering and Enforcement Division of the Bureau of Materials Management and Compliance Assurance 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; (c) be followed by a written report within 30 days of the emergency incident detailing the cause and effect of the incident, remedial steps taken and emergency backup used or proposed to be implemented; (d) be recorded in a log of emergency incidents. 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 CGS Section 22a-450.
 - g. Prevent the spillage of solid waste from transfer containers during on-site maneuvering/storage and off-site transport, cover each loaded container before transportation off-site and instruct the haulers to keep the containers covered during off-site transportation. Remove any litter from the Facility's premises.
 - h. Operate the Facility in a safe manner and control fire, odor, noise, spills, vectors, litter and dust emissions levels in continuous compliance with all applicable requirements, including OSHA.
 - i. Process, store or otherwise handle at the Facility all solid waste received including used oil in such a manner as to avoid any spillage, nuisance and protect the public health and the environment.
 - j. Maintain at the Facility's premises, and have available for review by the Commissioner, the manufacturer's operation and maintenance manuals for each major piece of fixed processing equipment (e.g. storage tanks) installed at the Facility.
 - k. Post a sign at the Facility's entrance, incorporating the requirements of RCSA Section 22a-209-10(3) and the No. and issuance date of this permit.
7. 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.
 8. The Permittee shall have an operator, certified pursuant to RCSA Section 22a-209-6, 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 maintain daily records as required by RCSA Section 22a-209-9(p) and Sections 22a-208c and 22a-220 of CGS. Based on such records, the Permittee shall prepare monthly summaries including, but not limited to, the following information:
 - a. Origin, type and quantity of solid waste received, including unacceptable and/or universal waste.
 - b. Destination to which solid waste including unacceptable and universal waste from the Facility were delivered for disposal or recycling, including quantities delivered to each destination.

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

New Haven TS
Permit to Operate
Page 11

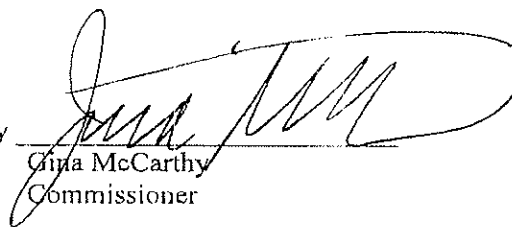
Document# 00020846
Volume: 8114 Page: 251

- 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, pursuant to RCSA Section 22a-174-18(b)(3)(C), trucks shall not be left idling for more than three (3) consecutive minutes.
 - c. Prominently post and maintain signs limiting such truck idling time within the Facility (entrance; scale; TF; unloading/loading areas; etc.).

- 12. Unless otherwise specified in writing by the Commissioner, any documents required to be submitted under this permit shall be directed to: Calin V. Tanovici, Sanitary Engineer, Waste Engineering and Enforcement Division, Bureau of Materials Management and Compliance Assurance, Department of Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127. As necessary, such documents will be routed to the appropriate staff for their final evaluation.

- 13. 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 6th day of December 2007

By 
 Gina McCarthy
 Commissioner

Administrative Note

Permit No. 0930850-PCO
 Application No. 199903004
 Permittee: Certified Mail No. 7006 2760 0001 5670 4595
 City/Town Clerk: Certified Mail No. 7006 2760 0001 5670 4601

Certified to be a true copy of a document in the file of the Department of Environmental Protection, Waste Management Bureau.

NEW HAVEN DEPT OF ENVIRONMENTAL
 CITY CLERK
 RONALD SMITH
 Dec 12, 2007 10:47A

Name: Nicole Paulin
 Title: Office Assistant
 Date: 12/10/07