

BID PACKAGE
TRANSFER STATION DISPOSAL OF REFUSE
AVON, CT

March 14, 2008

INVITATION TO BID 07/08-17
STANDARD INSTRUCTIONS
BID FORM
AGREEMENT
GENERAL SPECIFICATIONS
TOWN REGULATIONS – ATTACHMENT A

Blythe C. Robinson
Assistant to the Town Manager
60 West Main Street
Avon, CT 06001-3743

**INVITATION TO BID
TRANSFER STATION DISPOSAL OF REFUSE
AVON, CT**

The Town of Avon will receive sealed bids for the disposal of MSW, bulky waste, construction & demolition debris and recyclables from the Transfer Station located at 281 Huckleberry Hill Road. The selected low bidder shall provide compactors, containers and trucking services for this purpose.

One (1) original and two (2) copies of the bid must be submitted to the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743 prior to 10:00 AM on Wednesday, April 9, 2008 at which time they will be publicly opened and read aloud.

Interested contractors will be required to provide a Bid Bond in the amount of 5% of the first year's bid price, and a Performance Bond in the full amount of the annual contract sum will be required of the successful bidder.

The Town of Avon reserves the right to accept any or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interest of the Town.

No bidder may withdraw his/her bid for a period of ninety (90) days after the date of the bid opening.

Copies of the Bid Package shall be obtained in person at the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743, (860) 409- 4300, during the hours of 8:30 a.m.- 4:30 p.m. Monday to Friday or at: www.town.avon.ct.us (under "Opportunities").

Philip K. Schenck, Jr.
Town Manager
Town of Avon

**TRANSFER STATION DISPOSAL OF REFUSE
STANDARD INSTRUCTIONS TO BIDDERS**

PROJECT NAME: Transfer Station Disposal Refuse for the Town of Avon
LOCATION: 281 Huckleberry Hill Road

1. INTRODUCTION

The Town of Avon is soliciting bids for the above named project. These Standard Instructions to Bidders are a part of the bid package for the Disposal of acceptable waste for the Transfer Station. This work includes the rental of two (2) 45-50 yard compactor units, and the provision of appropriate collection containers for the collection and disposal of municipal solid waste (MSW), construction & demolition materials (C & D), bulky waste and recyclables. All collected items must be hauled to disposal locations determined by the Town of Avon. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

Invitation to Bid Issued		March 14, 2008
Pre-Bid Conference (Mandatory)		NONE
Public Bid Opening	10:00 A.M.	April 9, 2008
Bid Awarded		(Not Definite)
Commencement of Work		July 1, 2008
Completion Date		June 30, 2011

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon, CT.

4. BID SUBMISSION INSTRUCTIONS

- A. Two (1) original and two (2) copies of all bids must be submitted in a sealed envelope with the bidders name on the outside clearly marked "Sealed Bid for Transfer Station Disposal of Refuse". If forwarded by mail or courier, the sealed envelope must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted.

**TRANSFER STATION DISPOSAL OF REFUSE
STANDARD INSTRUCTIONS TO BIDDERS**

- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.

5. **QUESTIONS**

Any questions on the Town's locations should be directed to Mr. Bruce C. Williams, Director of Public Works at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: 860-409-4368, or by mail: Town Manager's Office, 60 West Main St., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities"). It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. **COST OF BIDDING DOCUMENTS**

If any part of the bidding documents, including the specifications and plans, are provided on paper 18" X 24" or larger, there is a one hundred (\$100) dollar conditional refundable deposit required for each set of documents. Each bidder may obtain no more than two (2) sets of bidding documents. Upon returning the documents in good condition prior to ten (10) calendar days after the bid is awarded, the deposit will be fully refunded. There will be no refund for documents returned subsequent to ten (10) calendar days after the bid is awarded.

**TRANSFER STATION DISPOSAL OF REFUSE
STANDARD INSTRUCTIONS TO BIDDERS**

7. **PRESUMPTION OF BIDDER BEING FULLY INFORMED**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project and has performed an on-site inspection of the work location. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

8. **PRE-BID CONFERENCE**

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

9. **TAX EXEMPTIONS**

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

10. **INSURANCE**

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant to the Town Manager PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury Per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate: \$2,000,000
 - Fire Damage Legal Liability \$ 100,000
- b. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-owned Auto Liability \$1,000,000
- c. Owners, Contractors Protective Liability, \$1,000,000 per occurrence. The contractor will provide the Town with an original document of the full policy.
- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut.
- g. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001- 3743.

**TRANSFER STATION DISPOSAL OF REFUSE
STANDARD INSTRUCTIONS TO BIDDERS**

11. **REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES**

If in the course of performance or in any other way related to the contract the Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

- a. It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. Each Contractor Party who uses or operates a motor vehicle at any time in the performance of the contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- c. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

**TRANSFER STATION DISPOSAL OF REFUSE
STANDARD INSTRUCTIONS TO BIDDERS**

12. **AWARDING THE BID**

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Avon and Avon Public Schools will enter into a written agreement with the selected vendor. A copy of the proposed agreement for the Town and Board of Education is attached. The “Bid Awarded” date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Town reserves the right to negotiate with the bidder that is preliminarily selected.

13. **SUBMITTALS**

The Bidder shall, as soon as practicable, but not exceed fifteen calendar days, after notification of selection for the award of the bid, furnish to the Owner, in writing the following:

- a) Designation of the Work to be performed by the Contractor's own forces;
- b) Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work; and
- c) Project work schedule.

14. **BID BOND**

A Bid Bond in the amount of 5% of the total first year bid price is required for this project.

15. **PERFORMANCE BOND**

Prior to the execution of the contract, the contractor shall furnish a Performance Bond in the amount at least equal to 100% of the total annual estimated contract price as a security for faithful performance of the agreement. The Surety on the bond must be a corporate surety registered to do business in the State of Connecticut.

16. **AGREEMENT DOCUMENTS**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM
Town of Avon
Transfer Station Disposal Refuse
Avon, CT 06001

BID (Proposal) of _____ (hereinafter called "BIDDER"), a corporation or limited liability company, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____*

Gentlemen:

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to construct the complete project in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

BIDDER hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

BIDDER acknowledges receipt of the following ADDENDA:

No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:

* Insert the Corporation, Limited Liability Company, Partnership, or Individual name as applicable. Cross out non- applicable types.

BIDDER hereby agrees to furnish at the net prices indicated all materials, labor and equipment for all the items listed above, subject to and in accordance with the specifications and conditions described in the AGREEMENT DOCUMENTS, all of which are made part of this proposal.

Town of Avon Transfer Station Disposal of Refuse Bid Form - FISCAL YEAR 2008/2009

MSW	Unit Price	Unit	Number			
45-50 Yard Compactor (with receiver box)	\$	Per Month	2	x	12 months	\$
Receiver box for town owned compactor	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	38	x	12 months	\$
TOTAL						\$
BULKY WASTE	Unit Price	Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
Stuffed Furniture	\$	Per Ton	2	x		\$
Mattress or Box Spring	\$	Per Ton/Per Unit (Circle One)				
TOTAL						\$
CONSTRUCTION & DEMOLITION DEBRIS		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	9	x	12 months	\$
Disposal Fee	\$	Per Ton	108	x	12 months	\$
TOTAL						\$
TIRES		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	1	x	12 months	\$
Disposal Fee	\$	Per Ton				
OR						
45-50 Yard Roll Off Container (to include all costs)	\$	Flat Fee				
TOTAL						\$
COMINGLED		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$
CARDBOARD		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$
JUNK MAIL		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$

Town of Avon Transfer Station Disposal of Refuse Bid Form - FISCAL YEAR 2009/2010

MSW	Unit Price	Unit	Number			
45-50 Yard Compactor (with receiver box)	\$	Per Month	2	x	12 months	\$
Receiver box for town owned compactor	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	38	x	12 months	\$
TOTAL						\$
BULKY WASTE	Unit Price	Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
Stuffed Furniture	\$	Per Ton	2	x		\$
Mattress or Box Spring	\$	Per Ton/Per Unit (Circle One)				
TOTAL						\$
CONSTRUCTION & DEMOLITION DEBRIS		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	9	x	12 months	\$
Disposal Fee	\$	Per Ton	108	x	12 months	\$
TOTAL						\$
TIRES		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	1	x	12 months	\$
Disposal Fee	\$	Per Ton				
OR						
45-50 Yard Roll Off Container (to include all costs)	\$	Flat Fee				
TOTAL						\$
COMINGLED		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$
CARDBOARD		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$
JUNK MAIL		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$

Town of Avon Transfer Station Disposal of Refuse Bid Form - FISCAL YEAR 2010/2011

MSW	Unit Price	Unit	Number			
45-50 Yard Compactor (with receiver box)	\$	Per Month	2	x	12 months	\$
Receiver box for town owned compactor	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	38	x	12 months	\$
TOTAL						\$
BULKY WASTE	Unit Price	Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling Charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
Stuffed Furniture	\$	Per Ton	2	x		\$
Mattress or Box Spring	\$	Per Ton/Per Unit (Circle One)				
TOTAL						\$
CONSTRUCTION & DEMOLITION DEBRIS		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
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Disposal Fee	\$	Per Ton				
OR						
45-50 Yard Roll Off Container (to include all costs)	\$	Flat Fee				
TOTAL						\$
COMINGLED		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$
CARDBOARD		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$
JUNK MAIL		Unit	Number			
45-50 Yard Roll Off Container	\$	Per Month	1	x	12 months	\$
Hauling charge (on-call or as directed by town)	\$	Per Load	2	x	12 months	\$
TOTAL						\$

Summary of Actual Tonnage - Fiscal Year 2005/2006

Month	MSW Tons	Bulky Tons	Junk Mail Tons	Mattress Per Unit	Tires # Of Units	Pulls # of Pulls	C&D Debris	C&D Pulls	Total Pulls
Jul	89.17	13.91	n/d	0	0	30	40.42	9.00	39.00
Aug	98.25	17.12	n/d	0	0	34	44.69	11.00	45.00
Sept	96.21	14.24	n/d	0	0	33	41.18	11.00	44.00
Oct	100.55	22.14	n/d	0	1	37	42.71	10.00	47.00
Nov	91.98	15.87	n/d	0	0	39	46.43	11.00	50.00
Dec	104.58	16.18	n/d	0	0	43	28.87	5.00	48.00
Jan	103.47	19.66	n/d	0	0	39	28.33	4.00	43.00
Feb	75.39	9.15	n/d	7	0	9	28.63	6.00	15.00
Mar	82.69	14.67	n/d	14	0	40	34.52	8.00	48.00
Apr	80.52	14.15	n/d	0	0	33	51.12	11.00	44.00
May	94.64	16.21	n/d	0	0	39	51.16	11.00	50.00
June	106.95	19.34	n/d	4	0	39	55.31	11.00	50.00
TOTALS	1124.4	192.64	n/d	25.00	1	415	493.37	108.00	523.00

Summary of Actual Tonnage - Fiscal Year 2006/2007

Month	MSW Tons	Bulky Tons	Junk Mail Tons	Mattress Per Unit	Tires # Of Units	Pulls # of Pulls	C&D Debris	C&D Pulls	Total Pulls
Jul	100.1	22.01	n/d	20	0	41	81.94	13.00	54.00
Aug	97.71	14.69	n/d	10	0	40	71.39	11.00	51.00
Sept	86.1	18.06	n/d	4	0	35	42.31	8.00	43.00
Oct	95.94	21.07	n/d	7	0	40	38.23	7.00	47.00
Nov	93.81	16.8	n/d	7	1	40	43.53	9.00	49.00
Dec	99.85	16.9	n/d	0	0	42	34.67	7.00	49.00
Jan	83.76	12.65	n/d	0	0	38	31.8	7.00	45.00
Feb	67.91	12.83	n/d	12	0	33	28.7	6.00	39.00
Mar	85.55	12.68	n/d	19	0	36	25.63	5.00	41.00
Apr	89.67	20.21	n/d	30	0	39	48.77	11.00	50.00
May	97.62	20.12	n/d	16	0	40	58.45	13.00	53.00
June	87.77	15.99	n/d	19	1	36	47.95	10.00	46.00
TOTALS	1085.79	204.01	no data	144.00	2.00	460	553.37	107.00	567.00

This past history information is provided for estimating purposes only

SUMMARY BASE BID AND AMOUNT

	2008/2009	2009/2010	2010/2011
TOTAL MSW	\$	\$	\$
TOTAL BULKY WASTE	\$	\$	\$
TOTAL CONSTRUCTION & DEMOLITION DEBRIS	\$	\$	\$
TOTAL TIRES	\$	\$	\$
TOTAL COMINGLED	\$	\$	\$
TOTAL CARDBOARD	\$	\$	\$
TOTAL JUNK MAIL	\$	\$	\$
TOTAL FOR EACH YEAR	\$	\$	\$

The total BID price for the items of work, to provide the complete job, including the provision of appropriate containers for a three year period is:

_____ dollars and _____ cents
 (written words) (Written words)

(\$ _____).

In submitting this Bid, the BIDDER acknowledges that:

1. The various unit prices bid will control in any AGREEMENT which may be awarded arising from this BID; that the estimated quantities above are approximate only and are used solely for the purpose of comparison of BIDS; that the numerical products obtained by multiplication of the above unit prices with the estimated quantities and the total derived thereof have been inserted only for the convenience of the BIDDER and to facilitate consideration of the BIDS by the OWNER.
2. The unit and lump sum prices include all labor, materials, provision of refuse & recycling containers, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work of the several kinds called for in the Agreement Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the unit or lump sum prices, as bid.
3. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this AGREEMENT.
4. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the AGREEMENT attached to these documents within ten (10) calendar days and deliver the BONDS and other documents as required in these documents. The BID BOND submitted with this BID will become the property of the OWNER in the event the AGREEMENT, BONDS and other documents are not executed within the time herein set forth as liquidated damages for the delay and additional expense to the OWNER caused thereby.
5. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDERS' investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Agreement Documents.

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation organized under the laws of _____, composed of officers as follows:

President Secretary

Vice President Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

_____,
composed of partners as follows:

Name & Title (if any) Name & Title (if any)

Name & Title (if any) Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer of such corporation or limited liability company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____
2. Bidder's Tax Identification Number: _____
3. What year was company organized/formed? _____
4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____
5. What is the general character or type of work you perform? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____

If yes, explain with whom and why: _____

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: _____ pages.

BIDDER'S QUALIFICATIONS STATEMENT (Continued)

9. List below the equipment that you propose to furnish and use on the proposed work:

OWNED EQUIPMENT:

(Staple additional sheets as required)

RENTED EQUIPMENT:

10. List the name(s), address(es) and telephone number(s) of the banks or financial institutions used for business and reference purposes.

11. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: _____ pages

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Avon to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

Bidder intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

NAME AND ADDRESS
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Avon or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Avon, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2008

Title

My Commission expires _____, 200_

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2008

Title

My Commission expires _____, 200_

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

TRANSFER STATION DISPOSAL OF REFUSE AGREEMENT

This Transfer Station Refuse Disposal Agreement (the "Agreement") is entered into the _____ day of _____, 2008 ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and _____, a _____ located at _____, _____ (the "Contractor").

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for Transfer Station Disposal of Refuse for the Town of Avon (the "Work") located at 281 Huckleberry Hill Road-in Avon, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted its Bid to the Town on April 9, 2008, for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with this Agreement, Standard Instructions to Bidders and the General Specifications (collectively the "Contract Documents"). The Agreement Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Agreement Documents except for any work that is specifically prescribed in the Agreement Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Agreement Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect for three (3) years. In addition the Town shall have an option to extend the term for up to two (2) years upon written notice to the Contractor of not less than ninety (90) days. The price of such option period will reflect the CPI adjustments as provided for in the initial term. The contractor shall not start the Work prior to having received a notification to proceed from the Town.

6. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 11 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance specifying such coverage and naming the Town as additional insured prior to the start of the work and shall provide a complete copy of the Owners, Contractors Protective Liability policy.

7. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

8. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Avon and the Avon Board of Education, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Agreement documents of the Contractor, its' agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

9. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Agreement Documents or any portion thereof without the prior written consent of the Town.

10. Damages for Missed Pick Up. The Bid Form specifies the locations and schedule for picking up refuse and recycling materials of the Town. The Town and Contractor shall agree in writing (which may be by signed facsimile or exchange of emails) as to which day of the week each scheduled pick up will occur. (In the event of a holiday on the day of a scheduled pick up, the pick up shall take place on the next business day.) If Contractor shall, other than because of extremely severe weather or other reasons of force majeure, fail to make a pickup on a scheduled day be more than twenty four (24) hours late in picking up refuse or recycling materials, Contractor shall pay for each day of delay liquidated damages of \$100.

11. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

12. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Bidder to make alterations of, additions to and deductions from the Scope of Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Agreement Documents may be made only by a written document referencing this Agreement and executed by both parties.

13. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

14. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON

By _____

[Name of contractor]

By _____

**GENERAL SPECIFICATIONS
TRANSFER STATION DISPOSAL OF REFUSE**

I. INTENT

The intent of these specifications is to maintain a clean, courteous, well-scheduled, and well-executed collection and disposal of refuse and recyclables from the Transfer Station as specified herein in the Town, during the period of this Agreement.

While the Town recognizes that refuse and recyclables disposal services involve minor operating problems, the intent of these specifications is to insure that any such operating problems are kept to a minimum and are immediately corrected.

II. SCOPE OF BASIC SERVICES WORK

The basic services agreement shall involve a three (3) year agreement for the disposal of municipal solid waste (MSW), construction & demolition materials (C & D), bulky waste and recyclables through the provision of compactors, container units, and the trucking of collected materials to locations determined by the Town of Avon. The contractor must provide compactors and refuse and recycling containers specified in this bid document.

1. The Contractor must provide two (2) 45-50-yard compaction units with receiver boxes to be installed at the Transfer Station. The Contractor must also provide roll off containers to be used in conjunction with the collection of C & D, bulky waste, tires, commingles, cardboard and junk mail. The contractor must also provide one 45-50 yard receiver box for use with a compactor for MSW owned by the Town of Avon.
2. The contractor must collect refuse in accordance with a routine schedule directed by the Town or by an on-call basis.

All accepted waste shall be transported to the Connecticut Resources Recovery Authority (CRRA) in Hartford as defined in Article 1, Section 51-1 of the Town Regulations. (See Attachment 1). The Town shall pay the CRRA tip fee for disposal.

3. The Contractor shall collect recyclables in accordance with a routine schedule defined by the Town.

III. DEFINITION OF TERMS

- a. Town: shall mean the Town Manager and/or the Director of Public Works and their designated agents.
- b. Contractor: shall mean that firm as indicated on the Agreement and shall include its agents and employees.

- c. Acceptable Refuse: shall mean any item or items that are part of the municipal waste stream for delivery to CRRA that is acceptable, which, are not recyclable as hereinafter defined, that may accumulate from the preparation of food, but shall not include materials listed in Section V.
- d. Recyclables: shall mean any item or items that are part of the solid waste stream which as defined herein or by State statute or regulation as being recyclable including, but not limited to, the following:
- e. Cardboard: means clean, corrugated boxes, (waffle middle), that have no plastic or waxed surfaces.
- f. Glass Food Containers: means a glass bottle or jar of any size or shape used to package food products suitable for human or animal consumption, which are rinsed clean, without tops, covers, corks or food remains.
- g. Metal Food Containers: means any aluminum, bi-metal, steel, tin-plated steel or other metallic can, plate or tray of any size or shape used to package food products suitable for human or animal consumption, which are rinsed clean, and without food.
- h. Newspaper: means clean newsprint. Newspapers and newspaper advertisements, supplements, (including magazines such as Parade or Northeast, comics and enclosures.
- i. Office Paper: means wastepaper generated by offices including the following: white envelopes (no plastic windows), white letterhead, white typing paper, white photocopy paper, white interoffice memos, white computer paper, white pad paper, green bar computer paper. Staples need not be removed.
- j. Recycle: for this Agreement and for the purposes of sections 22a-241b-1 to 22a- 241 b-4 of State Statute and Regulations, means to separate or divert an item or items from the solid waste stream for the purposes of processing it or causing it to be processed into a material product, including the production of compost, in order to provide for disposition of the item or items in a manner, other than incineration or land filled, which will best protect the environment. Nothing in this definition shall preclude the use of waste oil as fuel in an oil burner.
- k. Recycling Container: shall mean a plastic container designated by the Town as acceptable for recycling and easily identifiable as a recycling container.
- l. Commingle: shall mean source-separated non-putrescible recyclable materials that have been mixed at the source of generation (i.e., placed in same container).
- m. Aseptic Packaging: means clean gable shaped plastic coated paper containers, (milk-type containers), up to one gallon in size and the small single serving juice boxes.

IV. PLACES TO BE SERVED BY THE CONTRACTOR

- a. The scope of this project includes all items collected by the Town at its Transfer Station located at 281 Huckleberry Hill Road. The Contractor shall provide all appropriate compactors, refuse and recycling containers and trucking for this purpose.

V. COLLECTION

- a. Collection shall be scheduled between Tuesday and Friday each week during the hours 8:00 AM to 3:00 PM after receiving notice from the Town that pickups should be made.
- b. The Contractor shall provide written documentation of drug and alcohol testing programs for personnel and substitute personnel in accordance with Federal and State laws.

The drivers shall conduct themselves in an appropriate business like manner while on duty for the Town of Avon. No drinking, swearing, or abusive language or actions will be tolerated. Any such occurrence will require the immediate replacement of the driver. The Towns decision on this matter shall be final and not subject to appeal. Failure to immediately replace the driver upon notification will be cause for termination of the Agreement.

VI. DISPOSAL OF REFUSE AND RECYCLABLES (BASE PROPOSAL)

The Contractor shall, without cost, use facilities to be designated by the Town for the disposal of refuse. The current facility designated for refuse disposal is the Hartford facility operated by CRRA. Town pays CRRA tip fee for refuse disposal. Recyclables shall be disposed of as follows:

Recyclables

Newspaper, cardboard,
glass and metal food containers,
plastics (Code #1 & #2)

Contract Responsibilities

Direct delivery to Hartford CRRA
Regional Recycling Facility
Murphy Road.

VII. EQUIPMENT

- a. All vehicles used for the disposal of refuse and recyclables shall be steel covered, fully enclosed, designed and intended for the loading and transportation of refuse and recyclables and, when so loaded and driven, that the load will be covered at all times except when additions to the load are being made; and that none of the contents shall fall or spill there from.

Provision and use of a tarpaulin or canvas cover to enclose open bodies of collection vehicles may be permitted but only when specifically approved by the Town.

- b. The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of refuse and recyclables.
- c. Every truck or vehicle used for disposal of refuse and recyclables shall be kept clean and well painted on the outside and shall have a uniform color scheme and markings.
- d. CRRA permits and Town permits, (no Town permit fee), are required for every vehicle used for collection of refuse and recyclables where applicable.

VIII. AGREEMENT PAYMENTS

- a. Billings to the Town shall be made monthly by the Contractor. Each bill must be itemized by: MSW, construction debris, bulky waste or recycling, size of container, and cost. The initial billing shall be based upon the total number of units served during the first month of the Agreement. Thereafter, the billings shall be based upon the initial number of units served, plus any additional units, which may be added to the list, less any units which may be taken off the list by order of the Town. The unit price per each additional unit shall be pro-rated on a monthly basis from the date service is extended to such unit. The Contractor shall not give service to any additional units except upon receipt of a written notification from the Town to begin service. The Contractor shall cease to give service to any unit upon receipt of a written notification from the Town to terminate service.

The Town shall make payments to the Contractor within thirty (30) days after billing.

The Agreement payments to be made are payment for the following:

- i. The collection of refuse as is herein set out.
- ii. The collection of recyclables as is herein set out.
- iii. Other alternative services provided as approved by Town.

IX. NONDISCRIMINATION CLAUSE

The Contractor is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and if applicable, the Connecticut Fair Employment Practice Law.

X. GENERAL PROVISIONS

- a. The Contractor shall be responsible for any damage to property caused by his/her agents or vehicles. In cases where the Contractor's liability for damage to property is in doubt, the decision of the Town shall be held to be the final decision, subject to appeal in a court of law. If the Contractor does not replace or repair any damage to property caused by its agents or vehicles within ten (10) days of its receipt of a written notification of its liability from the Town, the Town shall cause the damaged property to be repaired or replaced and shall deduct the cost of such repair or replacement from a subsequent monthly payment due the Contractor.

- b. The Contractor shall clean up and remove all spillage resulting from its carelessness and shall clean the area affected by such spillage thoroughly. Failure to do so will invoke the penalties as described in XV or XVI, at the sole option of the Town.
- c. The Contractor shall collect, transport, dispose of or sell all refuse and recyclables in accordance with this Agreement in a thorough and efficient manner and in a manner least offensive to the public.
- d. The Contractor shall extend or discontinue the collection and disposal of refuse and recyclables service to units as the Town may direct in writing.
- e. The Contractor agrees to furnish all personnel necessary for the adequate and prompt collection and disposal of refuse and recyclables from the Town of Avon; furthermore, the Contractor shall furnish all vehicles and equipment necessary for the adequate and prompt collection and disposal of refuse and recyclables from the Town of Avon.
- f. Town Notification
 - 1. Contractor shall respond to and resolve each complaint within a 24-hour period.
 - 2. Contractor shall notify the Town immediately of any schedule delays or missed pickups.
- g. The Contractor shall comply with all Federal and State laws, Rules and Regulations pertaining to Social Security and Unemployment Compensation.
- h. The Contractor shall comply with all Federal and State laws, regulations and permits pertaining to the environment and shall not wrongfully dispose of any refuse or recyclables.

XII. MARKETING OF RECYCLABLES

The Contractor will guarantee the marketing of recyclables as follows providing that they are turned over for collection as required pursuant to the terms and conditions of this Agreement. The Contractor shall deliver to the Connecticut Resources Recovery Facility all commingled newspaper, corrugated cardboard, (and other cardboard as may become acceptable to CRRA), glass and metal food containers, and plastics, (codes 1 & 2), at no additional cost to Town.

The Town shall have the right to make a reasonable inspection of any and all of the records of the Contractor for an accounting, at the Town's cost, of the marketing of the Town's recyclables. The Contractor shall provide to the Town, on a monthly basis, individual weight tickets and other documentation reasonably requested by the Town to audit or confirm the disposal of all waste streams collected.

ATTACHMENT A

Chapter 51 SOLID WASTE*

***Town law references:**
Solid waste management, G.S. § 22a-207 et seq.

ARTICLE I. IN GENERAL

Sec. 51-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Acceptable waste means solid waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town, and deemed acceptable by the Connecticut Resources Recovery Authority in accordance with all applicable federal, state and local laws, as well as the CRRA procedures, for processing by and disposal at the Mid-Connecticut Facility or the Mid-Connecticut Recycling Facility. Acceptable waste may include but is not limited to the following, subject to such restrictions as may be imposed by the regulations:

- (1) Scrap wood not exceeding six feet in length or width or four inches in thickness;
- (2) Single trees and large tree limbs not exceeding six feet in length or four inches in diameter and with branches cut to within six inches of the trunk or limb, as the case may be;
- (3) Metal pipes, tracks and banding or cable and wire not exceeding three feet in length and 1 inches in diameter;
- (4) Cleaned and emptied cans or drums not exceeding five gallons in capacity and with covers removed;
- (5) Paper butts or rolls, plastic or leather strappings or similar materials in thickness and cut in half lengthwise;
- (6) Items constituting nonprocessible waste; and
- (7) Any other solid waste deemed acceptable by the Connecticut Resources Recovery Authority.

The term "acceptable waste" shall not include "recyclables."

Bulky waste means construction, demolition and land clearing debris, white metals and scrap/light weight metals generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town.

Connecticut Resources Recovery Authority means the body politic and corporate, constituting a public instrumentality and political subdivision of the State established and created pursuant to G.S. § 22a-257 et seq., and any successor thereto.

Contaminated soil means soil derived from fuel tank excavation, sludge residue, steel casting sands, metal wash down residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by the Connecticut Resources Recovery Authority in its sole discretion to be contaminated soil, generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town.

CRRA procedures means the Mid-Connecticut Project Permitting, Disposal and Billing Procedures promulgated by the Connecticut Resources Recovery Authority as in effect from time to time.

Department of Public Works means the department of the Town designated as such.

Director of Public Works means the official of the Town designated as such.

EPA means the United States Environmental Protection Agency.

Hazardous waste collection program means a program for the collection of unacceptable waste that is sponsored by a federal, state and local government.

License means the license issued pursuant to Section 51-101 by the Department of Public Works to authorize the collection of certain types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town.

Licensed hauler means haulers that have received licenses pursuant to Section 51-101.

Mid-Connecticut Facility means the resources recovery facility of the Connecticut Resources Recovery Authority located on Maxim Road in Hartford, Connecticut.

Mid-Connecticut Recycling Facility means the container and paper recycling facilities, collectively, of the Connecticut Resources Recovery Authority located at 211 Murphy Road and 123 Murphy Road, Hartford, Connecticut, respectively.

Nonprocessable waste means acceptable waste that cannot be processed at the Mid-Connecticut Facility and is normally disposed of at a landfill; provided that the individual items of such acceptable waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three feet in height, six feet in width and seven feet in length, including but not limited to the following:

- (1) Household furniture, chairs, tables, sofas, mattresses, appliances and rugs;
- (2) Liquid and semi-solid waste derived from food and food by-products;
- (3) Bathroom fixtures, such as toilets, bathtubs and sinks;
- (4) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential solid waste stream and in limited quantities, if any, to be determined by the Connecticut Resources Recovery Authority on a day-to-day basis; and
- (5) Any other acceptable waste deemed by the Connecticut Resources Recovery Authority in its sole discretion to be nonprocessable waste, but shall in no event include bulky waste or contaminated soil.

Nonresidential establishments means any premises located in the Town devoted, wholly or in part, to the sale or provision of goods or services, including charitable and tax exempt organizations and institutions. Nonresidential establishments shall also include condominium complexes, apartment buildings and multifamily housing to the extent solid waste is collected from such locations from the residents therein on an aggregate basis for disposal.

Permit means the permit issued by the Town to residents pursuant to Section 51-73 for access to the transfer station.

Recyclables means those items of solid waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town designated as recyclable in the regulations and shall include all materials required to be recycled in accordance with G.S. § 22a-241(b) and other laws of the State.

Regulations means regulations adopted by the Town Council pursuant to this chapter.

Resident means a resident of the Town, including individual residents in condominium complexes, apartment buildings and multifamily housing to the extent any portion of solid waste collected from such locations is not aggregated for disposal.

Scrap/light weight metals means scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied 55 gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by the Connecticut Resources Recovery Authority for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by the Connecticut Resources Recovery Authority in its sole discretion to be scrap/light weight metals, generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town.

Solid waste means unwanted and discarded solid materials, generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town, consistent with the meaning of that term pursuant to G.S. § 22a-260(7), excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.

Town Manager means the official of the Town designated as such.

Transfer station means any waste processing/disposal area owned and operated by the Town for the disposition of solid waste.

Unacceptable waste means:

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 CFR 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, liquid waste (other than liquid waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 USC 6921--6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806, et seq., USC 6901 et seq.), other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (2) Any item of waste that is either smoldering or on fire;
- (3) Waste in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Mid-Connecticut Facility (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any solid waste that is deemed by the Connecticut Resources Recovery Authority in its sole discretion not to be in conformance with the requirements for acceptable waste or nonprocessable waste as set forth in the CRRRA procedures; and

(6) Any other waste deemed by the Connecticut Resources Recovery Authority in its sole discretion to be unacceptable waste, generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town.

White metals means large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other material deemed by the Connecticut Resources Recovery Authority in its sole discretion to be white metals, generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of the Town.

Secs. 51-2--51-20. Reserved.

ARTICLE II. SOURCES AND DISPOSAL

Sec. 51-21. Sources of solid waste.

(a) No person shall represent that solid waste generated outside of the Town originates from within the Town nor shall any person represent that solid waste generated from within the Town originates from outside of the Town.

(b) No person shall represent that solid waste generated by residents originates from nonresidential establishments and no person shall represent that solid waste generated by nonresidential establishments originates from residents.

Sec. 51-22. Responsibilities of residents; disposal of waste.

(a) Residents shall be responsible for segregating the types of solid waste specified in this section from the other types of solid waste specified in this section and disposing of such segregated types of solid waste in the manner set forth in this section.

(b) Residents shall dispose of acceptable waste by either:

(1) Contracting with a licensed hauler to collect and dispose of such acceptable waste;

(2) Delivering such acceptable waste to the transfer station; or

(3) Any combination of subsections (b)(1) and (2) of this section.

(c) Residents shall dispose of recyclables by either:

(1) Contracting with a licensed hauler to collect and dispose of such recyclables;

- (2) Delivering such recyclables to the transfer station; or
- (3) Any combination of subsections (c)(1) and (2) of this section.
- (d) Residents shall dispose of bulky waste by either:
 - (1) Contracting with a licensed hauler to collect and dispose of such bulky waste;
 - (2) Delivering such bulky waste to the transfer station; or
 - (3) Any combination of subsections (d)(1) and (2) of this section.
- (e) Residents shall dispose of unacceptable waste by either:
 - (1) Contracting with a licensed hauler to collect and dispose of such unacceptable waste;
 - (2) Delivering such unacceptable waste to a hazardous waste collection program; or
 - (3) Any combination of subsections (e)(1) and (2) of this section.

Residents must dispose of unacceptable waste in a manner that complies with all applicable federal, state and local laws, rules and regulations.

(f) Notwithstanding anything in this section to the contrary, the option of delivering acceptable waste, recyclables and bulky waste to the transfer station may be suspended or curtailed by the Director of Public Works or his designee or terminated by the Town Manager.

Sec. 51-23. Nonresidential establishments responsibilities for disposal.

- (a) Nonresidential establishments shall be responsible for segregating the types of solid waste specified in this section from other types of solid waste specified in this section and disposing of such segregated types of solid waste in the manner set forth in this section.
- (b) Nonresidential establishments shall dispose of acceptable waste by contracting with a licensed hauler to collect and dispose of such acceptable waste.
- (c) Nonresidential establishments shall dispose of recyclables by contracting with a licensed hauler to collect and dispose of such recyclables.
- (d) Nonresidential establishments shall dispose of bulky waste by contracting with a licensed hauler to collect and dispose of such bulky waste.
- (e) Nonresidential establishments shall dispose of unacceptable waste by contracting with a licensed hauler to collect and dispose of such unacceptable waste. Nonresidential establishments must dispose of unacceptable waste in a manner that complies with all applicable federal, state and local laws, rules and regulations.

Secs. 51-24--51-50. Reserved.

ARTICLE III. COLLECTIONS

Sec. 51-51. By licensed haulers.

Only licensed haulers shall collect solid waste in the Town from residents and nonresidential establishments.

Sec. 51-52. Disposal by licensed haulers.

(a) Licensed haulers shall keep the types of solid waste specified in this section segregated from the other types of solid waste specified in this section and dispose of such segregated types of solid waste in the manner set forth in this section.

(b) Subject to subsection (f) of this section, licensed haulers shall dispose of acceptable waste collected from residents and nonresidential establishments within the Town by delivering such acceptable waste to a waste-to-energy facility, a transfer station or other disposal site owned by the Connecticut Resources Recovery Authority, as directed by the Connecticut Resources Recovery Authority.

(c) Subject to subsection (f) of this section, licensed haulers shall dispose of all recyclables collected from residents and nonresidential establishments within the Town by delivering such recyclables to a recycling center or other disposal site owned by the Connecticut Resources Recovery Authority, as directed by the Connecticut Resources Recovery Authority.

(d) Licensed haulers shall dispose of all bulky waste collected from residents and nonresidential establishments within the Town by delivering such bulky waste to a properly licensed disposal site that is authorized under all applicable federal, state and local laws, rules and regulations to receive and dispose of such bulky waste.

(e) Licensed haulers shall dispose of all unacceptable waste collected from residents and nonresidential establishments within the Town by delivering such unacceptable waste to a properly licensed disposal site that is authorized under all applicable federal, state and local laws, rules and regulations to receive and dispose of such unacceptable waste.

(f) To the extent that the Connecticut Resources Recovery Authority does not accept all or any portion of acceptable waste or recyclables collected in the Town, licensed haulers shall dispose of such unaccepted acceptable waste or recyclables in a disposal site that is authorized under all applicable federal, state and local laws rules and regulations to receive and dispose of such unaccepted acceptable waste or recyclables.

(g) Licensed haulers shall comply with all rules and regulations of the Connecticut Resources Recovery Authority, including without limitation the CRRA Procedures, and shall take all actions necessary to maintain access to the facilities of the Connecticut Resources Recovery Authority for the disposal of acceptable waste and recyclables collected from the residents and nonresidential establishments. Licensed haulers shall pay promptly all fees owed to the Connecticut Resources Recovery Authority.

Secs. 51-53--51-70. Reserved.

ARTICLE IV. TRANSFER STATION

Sec. 51-71. Restricted use.

- (a) Only residents with a valid permit issued pursuant to Section 51-73(c) shall have access to the transfer station and only for the purposes set forth in Section 51-22(b), (c) and (d).
- (b) No nonresidential establishments shall have access to the transfer station.
- (c) In addition to the power of the Director of Public Works or his designee of the Director of Public Works to suspend or curtail, and the power of the Town Manager to terminate, delivery of acceptable waste, recyclables and bulky waste to the transfer station as set forth in Section 51-22(f), the Town Council may restrict the amounts, frequency of deliveries, volume, weight, specific types or items of acceptable waste, recyclables and bulky waste that may be delivered to the transfer station and set the other terms and conditions under which such deliveries may take place in the regulations.
- (d) The Town Council shall establish in the regulations the schedule of operation and access to the transfer station and may establish other regulations for the safe and efficient operation of the transfer station.
- (e) The Town Council may establish in the regulations user fees for the transfer station that are in addition to the permit fee set forth in Section 51-73(c).
- (f) No items deposited at the transfer station shall be removed from the transfer station except in accordance with Section 51-72 or except at the designated area for exchanges.

Sec. 51-72. Collections at the transfer station.

- (a) The Town may contract with licensed haulers to collect acceptable waste from the transfer station. Subject to Section 51-72(e), licensed haulers that collect acceptable waste from the transfer station shall deliver such acceptable waste to a waste-to-energy facility, transfer station or other disposal site owned by the Connecticut Resources Recovery Authority, as directed by the Connecticut Resources Recovery Authority.
- (b) The Town may contract with licensed haulers to collect recyclables from the transfer station. Subject to Section 51-72(e), licensed haulers that collect recyclables from the transfer station shall deliver such recyclables to a recycling center or other disposal site owned by the Connecticut Resources Recovery Authority, as directed by the Connecticut Resources Recovery Authority.
- (c) The Town may contract with licensed haulers to collect bulky waste from the transfer station. Licensed haulers that collect bulky waste from the transfer station shall deliver such bulky waste to a properly licensed disposal site that is authorized under all applicable federal, state and local laws, rules and regulations to receive and dispose of such bulky waste.
- (d) Despite the expectation that no unacceptable waste shall be delivered to the transfer station, the Town may contract with licensed haulers to collect unacceptable waste that is improperly deposited at the transfer station. Licensed haulers that collect unacceptable waste from the transfer station shall deliver such unacceptable waste to a properly licensed disposal site that is authorized under all federal, state and local laws, rules and regulations to receive and dispose of such unacceptable waste.
- (e) To the extent that the Connecticut Resources Recovery Authority does not accept all or any portion of acceptable waste or recyclables collected at the transfer station, licensed haulers shall dispose of such unaccepted acceptable waste or recyclables in a disposal site, that is authorized under all federal, state and local laws rules and regulations to receive and dispose of such unaccepted acceptable waste or recyclables.
- (f) Licensed haulers shall comply with all rules and regulations of the Connecticut Resources Recovery Authority, including without limitation the CRRA procedures, and shall take all

actions necessary to maintain access to the facilities of the Connecticut Resources Recovery Authority for the disposal of acceptable waste and recyclables collected from the transfer station. Licensed haulers shall pay promptly all fees owed to the Connecticut Resources Recovery Authority.

Sec. 51-73. Permit required for use of transfer station; application; fees; effective date of permit; penalties; appeal process.

(a) *Use of transfer station.* Residents wishing to use the transfer station as provided in this chapter must obtain a permit from the Town.

(b) *Application for permit.* In order to obtain a permit, residents must complete an application on such form as may be provided by the Town and submit such application, together with the permit fee required by the regulations to the Town.

(c) *Fees.* The Town Council may establish the fee for issuing permits in the regulations.

(d) *Effective date of permits.* Permits shall be effective from the date of first issue and shall expire on the earliest of:

(1) The following June 30;

(2) When the resident no longer resides in the Town; or

(3) The date the permit is revoked.

(e) *Penalties.* In addition to any other penalty provided by this chapter, any resident that violates any provision of this chapter, or the regulations or the terms of the permit may have the resident's permit revoked by the Town Manager after at least ten days written notice is sent by certified mail to the resident setting forth the effective date of the revocation and the reasons for the revocation.

(f) *Appeal process.*

(1) Any resident whose permit has been revoked or has received a notice of proposed revocation may petition the Town Manager for a hearing concerning the revocation. The petition shall be in writing and shall set forth a brief statement of the grounds there for.

(2) The Town Manager shall appoint a Hearing Officer. The Hearing Officer shall set a time and place for such hearing and shall give the resident written notice thereof. The hearing shall take place not more than ten days after the petition has been received by the Town Manager, unless the resident agrees in writing with the Hearing Officer to a later date for the hearing. At the hearing, the Hearing Officer may, by order, sustain or deny the petition in accordance with the findings of the hearing and shall promptly notify the resident of the decision.

Secs. 51-74--51-100. Reserved.

ARTICLE V. HAULER LICENSE

Sec. 51-101. Required; application; fees; performance bond; effective date of license; penalties.

(a) *Required.* A hauler wishing to become a licensed hauler must obtain a license from the Department of Public Works.

(b) *Application for license.* In order to obtain a license, a hauler must complete an application on such form as may be provided by the Department of Public Works and submit such application, together with any license fee required by the regulations and any performance bond required by the regulations to the Department of Public Works.

(c) *Fees.* The Town Council may establish the fee for issuing licenses in the regulations.

(d) *Performance bond.* The Town Council may require that a performance bond be posted by haulers as a condition to issuing licenses.

(e) *Effective date of license.* Licenses shall be effective from the date of issue until the earlier of the following June 30 or the date the license is revoked.

(f) *Penalties.* In addition to any other penalty provided by this chapter, any licensed hauler that violates any provision of this chapter, the regulations or the terms of the license, may have its license revoked by the Town Manager after at least ten days written notice is sent by certified mail to the licensed hauler setting forth the effective date of the revocation and the reasons for the revocation.

(g) *Appeal process.*

(1) Any hauler whose license has been revoked or has received a notice of proposed revocation may petition the Town Manager for a hearing concerning the revocation. The petition shall be in writing and set forth a brief statement of the grounds there for.

(2) The Town Manager shall appoint a Hearing Officer. The Hearing Officer shall set a time and place for such hearing and shall give the hauler written notice thereof. The hearing shall take place not more than ten days after the petition has been received by the Town Manager, unless the hauler agrees in writing with the Hearing Officer to a later date for the hearing. At the hearing, the Hearing Officer may, by order, sustain or deny the petition in accordance with the findings of the hearing and shall promptly notify the hauler of the decision.

Secs. 51-102--51-120. Reserved.

ARTICLE VI. EMERGENCIES

Sec. 51-121. Declaration.

Upon the occurrence of any event relating to the collection, transportation or disposal of solid waste that constitutes an immediate threat to the health or safety of the residents of the Town, the Town Manager may declare a solid waste emergency.

Sec. 51-122. Effect of emergency declaration.

Upon the declaration of an emergency pursuant to Section 51-121, the Director of Public Works is authorized to take all actions necessary or appropriate to remedy the event that caused the emergency declaration.

Sec. 51-123. Duration.

The declaration of an emergency pursuant to Section 51-121 shall last only so long as is necessary to remedy the cause of the emergency.

Sec. 51-124. Report.

The Town Manager and the Director of Public Works shall make a report to the Town Council at the next regularly scheduled meeting of the Town Council concerning the cause of the emergency declaration and the actions taken to remedy such emergency.