

**STORMWATER POLLUTION
PREVENTION PLAN (SWPPP)**

**TOWN OF SIMSBURY
RECYCLABLES BULKY WASTE TRANSFER
STATION
66 WOLCOTT ROAD
SIMSBURY, CT
Facility ID Number: 128-038**

Prepared by:
Simsbury Engineering Department
June 1998
Revised April 2014

1.0 Introduction

This Stormwater Pollution Prevention Plan (SWPPP or Plan) was developed in fulfillment of the requirements set forth in **Section 5 (c) of General Permit For The Discharge Of Stormwater Associated With Industrial Activity** (Effective date October 1, 2011) State of Connecticut Department of Environmental Protection Bureau of Materials Management & Compliance Assurance, Water Permitting and Enforcement Division. A Copy of the General Permit is provided as Attachment A.

This SWPPP was prepared in accordance with sound engineering practices and sets forth procedures and protocol, which, when followed, significantly minimize the potential for discharge or release of pollutants from the facility via stormwater runoff. The Town of Simsbury is required to maintain compliance with this Plan as a condition of the Stormwater General Permit (GP).

1.1 Facility Description

The Town of Simsbury operates the Parks and Golf Service Facility on a town-owned parcel adjacent to the Simsbury Farms Recreational Complex. The facility is located at 76 Hop Brook Road, in Simsbury. Operations at the facility involve those typical with park department or golf course maintenance, and include: equipment maintenance and repair shops, vehicle and equipment storage, fueling stations, and soil, processed stone and clean fill storage.

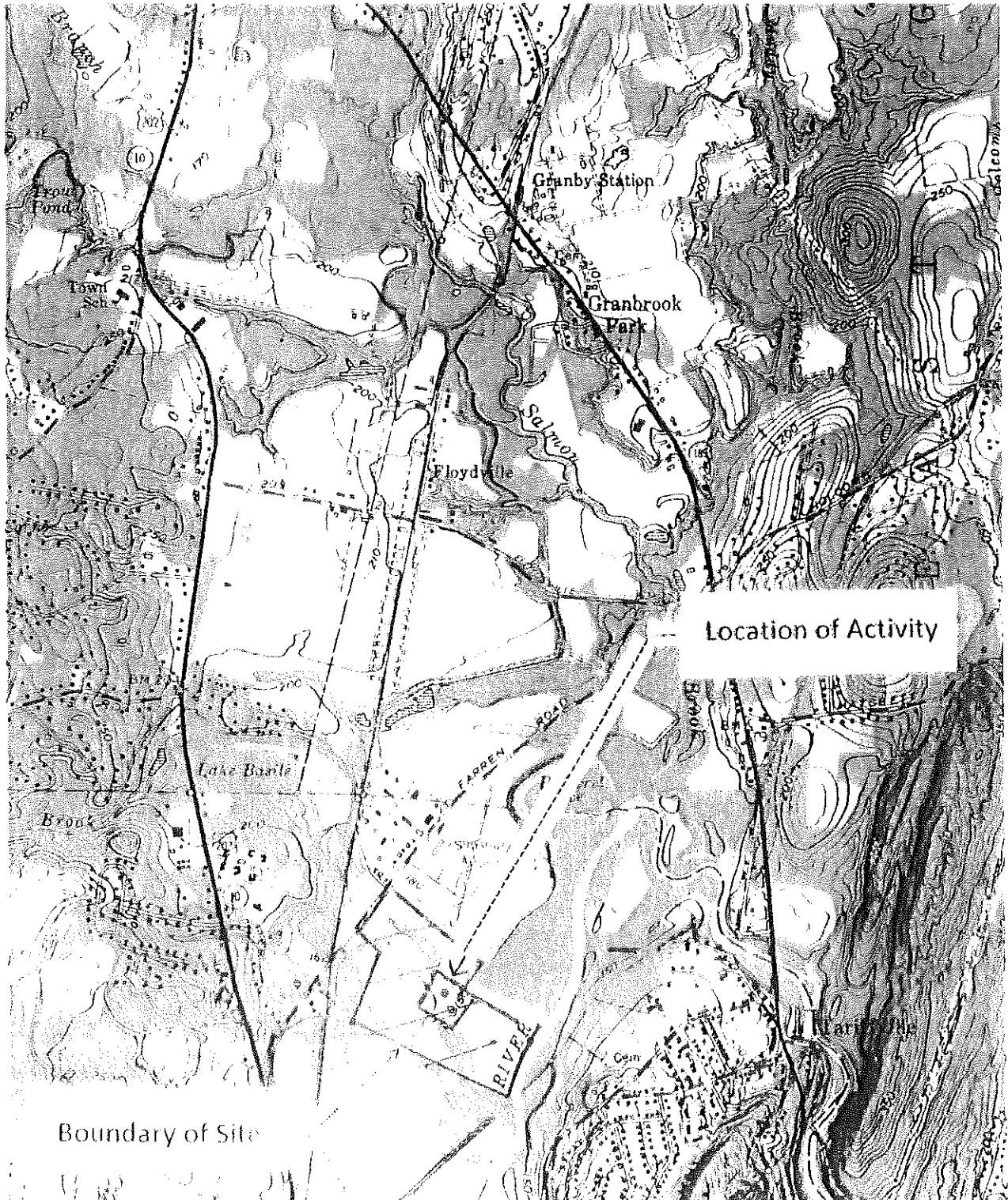
Buildings located at the facility consist of an old workshop building and a recently constructed workshop/office building. All equipment/vehicle maintenance takes place only within the workshop/office building which is equipped with floor drains that discharge into an oil/grit separator/holding tank. Storage of both new and used fluids related to vehicle/equipment maintenance takes place indoors.

Outside storage areas include areas for storing trailers, plows, miscellaneous maintenance equipment/vehicles, and materials storage piles and bins. Above-ground fuel storage tanks are also located at the facility. Fueling operations of the equipment/vehicles fleet take place at these tanks.

The improvements and operation areas are depicted on the attached, Figure 1, Site Map, Included in Attachment B.

Attachment A

1.2 General Location Plan



USGS Topographical Quadrangle Map

Tariffville Conn. Mass

2.0 Pollution Prevention Team

The pollution prevention team (Team) shall be responsible for assisting the Plan Director (Permittee) in the implementation, maintenance, and development of revisions to the Plan, as well as maintaining control measures and taking corrective actions, where required.

The following table summarizes the responsibilities assigned to members of the Team:

Table 2-1 <i>Town of Simsbury – Recyclables & Bulky Waste Transfer Station</i> <i>Pollution Prevention Team</i>	
<u>Position</u>	<u>Responsibility</u>
Plan Director	Responsible for overall implementation of the Plan and making assignments to other members of the team to ensure the Plan is being properly implemented.
Inspector	Responsible for performing site inspections and the Comprehensive Site Compliance Evaluations and keeping inspection and evaluation records.
Employee Trainer	Responsible for training all employees and informing them of the goals of the SWPPP.
Team Member	Good Housekeeping - responsible for maintaining the facility clean and orderly. Preventive Maintenance - responsible for maintaining the stormwater management devices (i.e., storm drains, channels, etc.) in good, operating order. Spill Prevention and Response - responsible for implementing spill cleanup procedures

The members of the Team shall be listed on the Team Roster, a copy of which is provided in Attachment C of the Plan. At least one team member shall be present at the facility or on call during all operational shifts. So that each member of the Stormwater Pollution Prevention Team has ready access to the Plan, a paper copy of the Plan is available in the office of the Workshop and Office Building.

In general, the Director of Public Works is responsible for the overall implementation of the Plan and the performance and record keeping of the formal periodic inspections and evaluations, Sampling Logs and Results of Analysis. All other designated Vendor Staff or Facility Employees will be responsible for the daily implementation of measures to reduce pollutants in stormwater runoff. The Director of Public Works will assign one of the Facility Employees as the acting Plan Director during his/her absence.

3.0 Potential Pollutant Sources

This Section of the SWPPP presents the layout of the facility, describes potential sources of pollutants found at the facility that are exposed to precipitation, and identifies materials and activities that may be a source of stormwater pollution at the Site.

3.1 Site Map

A Site Map is included as Attachment B.

The Transfer Station Facility is located on a portion of the town's 91-acre town-owned closed landfill and farmland property. The Facility is accessed from Wolcott Road. The operations associated with the Facility encompass approximately 1.5-acres, of which approximately 1.3-acres are covered by impervious areas (i.e. buildings and bituminous pavement) and approximately 0.2 acres of the site is used for outside storage. The balance is grass/forest land. Site improvements are depicted on the Site Map.

3.2 Inventory of Exposed Materials

Tabular form of Inventory of Exposed Material

Exposed Material	Potential Pollutants
<i>Loading and Unloading Operations</i>	
Recyclable materials, bulky waste	Total suspended solids
Used oil, batteries, appliances	Petroleum products, chemicals
<i>Roof Areas</i>	No rooftop exposure of pollutants, not applicable
<i>Outside Storage Activities</i>	
Recyclable materials/bulky waste in roll offs	Total Suspended Solids
Bulky waste in roll off	Total Suspended Solids
Household Appliances	Chemicals
Above-ground used oil Storage Tank	Hydrocarbons
Under Canopy Storage	Batteries

Tabular form of Inventory of Exposed Material

Outdoor Processes/Activities	
Remove refrigerants from appliances	Chemicals
Transfer used oil pumping	Hydrocarbons
Dust or particulate generating processes	
Loading roll offs	Fugitive dusts, TSS
On-site Waste Disposal Practices	
Transfer of used motor oil	Hydrocarbons, fluids, chemicals (Waste containment containers: All activities are under roof, not exposed to precipitation)
Solid Waste Dumpsters	Various pollutants (Dumpsters are equipped with closing lids and drain plugs are intact.)

It should be noted that used oil storage, double-wall tank with enclosure, is under a roof canopy, not directly exposed to precipitation. All roll-offs have drain plugs intact. A sump equipped storm drainage system is in the paved areas.

3.3 Summary of Potential Pollutant Sources

Loading and unloading operations

Used oil tank is loaded and unloaded under its roof canopy to minimize exposure of the materials to precipitation.

These operations are potentially directly exposed to precipitation.

Outside Storage Activities

Recyclable materials and bulky waste are placed in roll off containers, with minimal on-site storage time. Though these materials are exposed to precipitation, they are essentially inert. Appliances are stored on a paved pad. Roll-off containers have intact plugs. Runoff only interacts with minimal materials that may fall on ground during transfer. No motor vehicles are stored or serviced on site.

Above-ground used oil tank is located adjacent to the site control building. The tank consists of a doable wall "Convault" type tank, with a sealed concrete pad and berm, and a roof canopy. There is no direct exposure of the fuel to precipitation. Only employees trained in the dispensing of fuel are allowed to directly transfer oil to and from the tank.

Under this plan, the facility will provide fuel absorption material available adjacent to the tank in the event of incidental spills from used oil handling.

3.4 Spills and Leaks

There have been no spills or leaks of five gallons or more of used oil products, or of toxic or hazardous substances in the last three years.

4.0 Control Measures

4.1 Good Housekeeping

The site shall be kept neat and orderly. Roll off equipment shall be placed in a neat, orderly fashion. Recyclables and bulky waste shall only be placed in the roll offs and covers shall be left in place to shed runoff. Paved areas shall be routinely swept of debris and sediments.

4.2 Vehicle or Equipment Washing/Cleaning

No washing/cleaning is permitted on site.

4.3 Floor Drains

There is no floor drain in the site control building. The former service garage is no longer used.

4.4 Roof Areas

There are no processes within buildings that would be anticipated to release pollutants through roof exhaust vents, therefore, there are no identifiable roof areas that may be subject to drippage, dust or particulates from exhausts or vents or other sources of pollution.

4.5 Minimize Exposure

The facility shall implement control measures to minimize exposure of pollutants to stormwater. These measures shall include:

- Place all material in roll offs.
- Perform no vehicle/equipment maintenance/washing on site.
- Storage of all used oil shall be stored in a double wall container, under the roof canopy, and in area that provide secondary containment.

Appliances are stored on a paved pad. All materials are handled on paved pads with a storm drain system utilizing catch basins with sumps.

4.6 Sediment and Erosion Control

The loading/unloading areas are located on paved areas of the site. All runoff is directed to a storm drain system.

The material storage and loading/unloading areas shall be maintained in a neat and orderly fashion. All roll off containers shall have drain plugs intact. No full roll offs shall be stored site.

Paved areas should be swept regularly to remove accumulated sediments. The frequency of pavement sweeping shall be dependent upon meteorological conditions and materials handling activities. It is recommended that the paved areas be monitored daily and noted accumulated sediments removed immediately by sweeping. At a minimum, all paved areas shall be swept every 6 months.

4.7 Management of Runoff

The site is located within the larger Simsbury Open Space & closed landfill site and is surrounded by grass/forest areas. As such, there is essentially no run-on directed to the operational areas of the facility from adjacent areas. The facility is protected by a channel adjacent to the closed landfill. All runoff from the site ultimately flows in a northeast direction, offsite to parcels located east and north of the facility. Drainage patterns are depicted on Figure 1.

4.8 Northeast Discharge

Storm drainage from the roofs and pavements flows overland to onsite catch basins, and into a 15" RCP storm drain system. The drain system discharges onto a rip-rap splash pad near Munnisunk Brook.

The runoff then flows into Munnisunk Brook, which is on town owned property. The brook flows through a series of grasslands, shrub forest and wetlands.

Drainage areas from the site are relatively small. After discharge from the storm system, the stream and site promotes a general dispersion of runoff to adjacent watercourse, grasslands and wetlands, an appropriate method of managing runoff for the small watershed areas. This discharge area flow would promote dilution and reduce suspended solids and other trace pollutants from the runoff.

4.9 Preventive Maintenance

Preventive maintenance measures shall be implemented to reduce the potential for introduction of pollutants into the stormwater outfalls.

The preventive maintenance shall include:

1. Inspection of the catch basin sumps for accumulated sediments or evidence of pollutants, followed by removal of same.
2. Routine inspection of all paved areas for accumulation of sediments, followed by sweeping of areas noted with significant sediments.
3. Routine inspection of roll off storage areas for evidence of drips and leaks, followed by corrective action to repair equipment.
4. Inspection of storm drainage outlet for erosion or accumulation of debris or repair of eroded areas with crushed stone.
5. Inspection of the above-ground used oil tank and area for evidence of spills, followed by cleanup of spills.
6. Routine inspection of appliance storage area to ensure that all materials are properly stored, on paved pad, followed by corrective actions, as warranted.
7. Routine inspection of sand/soil/rock storage stockpiles and silt fence erosion control to ensure that all materials are properly stored and silt fence is in place, followed by corrective actions, as warranted.
8. Routine inspection of roll offs to ensure lids are kept closed, drain plugs are intact and illicit materials are not being disposed, followed by corrective actions, as warranted.

See Section 4.13 for schedule of inspections and maintenance.

4.9.1 Site Grade

The grade of the site in paved areas shall be properly maintained to promote flow to the catch basin system.

4.9.2 Roll offs

The roll offs shall only be used for recyclable and bulky waste from facility transfer operations and not for hazardous materials or waste fluids. Drain plugs left intact.

4.9.3 Dust Control

During periods of dry weather, dust control measures shall be implemented to minimize releases of particulates from the loading/unloading operations. Measures may include use of sprinkling devices to wet down pavements. Care shall be taken to prevent excessive use of water.

Routine sweeping shall be conducted of all paved areas to remove accumulated sediments and to reduce dust.

4.9.4 Chemical Storage

Chemicals at the facility include used motor oil, appliance refrigerants and battery acid. Chemicals at the facility shall be stored inside or under canopy, in appropriate storage areas. **No outside storage of chemicals shall be allowed except refrigerants in used appliances stored on a paved pad.** Areas where used oil are stored shall be provided with impermeable containment which are double-contained, or holds at least the volume of the largest chemical container, or 10% of the total volume of all containers in the area, whichever is larger, without overflow from the containment area. All inside chemical storage shall comply with local, state, and national fire code and any other applicable regulations.

4.9.5 Above-ground Tank

The above-ground tank is for used motor oil only. The structures shall be periodically inspected for evidence of a release of product. Protective bollards shall be maintained around the tank to protect the tank from vehicular impact and associated releases due to impact.

Care shall be taken in transferring oil from the tank to prevent spillage.

Spill cleanup kits shall be located adjacent to the tank and used for incidental spills. Cleanup materials shall be properly disposed. Transferring of oil should only be by those authorized and trained in the use of the equipment and in spill response measures.

4.9.6 Storm Water System

The drainage catch basins shall be cleaned of sediments when significant buildup is noted. Material shall be removed from the transfer facility.

4.9.7 Vehicle and Equipment Storage

Leaky roll offs shall be promptly removed from the site.

4.9.10 Liquid De-icing Material Storage

Currently, there are no liquid de-icing materials stored at the site. In the event that the facility implements a program for use of liquid de-icing materials that included their storage at the site, the materials shall be stored in containers constructed with impermeable secondary containment which will hold at least 110% of the volume of the container without overflow from the containment area.

4.9.11 Additional Measures

Operations shall be conducted such that no distinctly visible floating scum, oil, or other matter is contained in the stormwater discharge. Excluded from this are naturally-occurring substances such as leaves and twigs, provided no person has placed such substances in or near the discharge.

4.10 Spill Prevention and Response Procedures

Areas where potential spills can occur include:

- Used batteries, under canopy
- Used oil storage tank, under canopy (double walk tank w/containment)
- Leaky roll off
- Leaky appliance

The Facility will maintain on site and in a readily accessible designated area, spill cleanup equipment including: brooms, shovels, spill absorbent agent, and other appropriate cleanup equipment (i.e., spill cleanup socks, pads, pillows, etc.).

In the event that a chemical or petroleum product spill occurs, the spill will be evaluated to determine the necessary response. If there is a potential health hazard or fire and explosion potential, 911 will be called. The spilled material will be immediately stabilized to prevent further release. The spill will be contained as close to the source as possible with a dike of absorbent materials from the spill cleanup equipment (such as socks, pads, pillows, absorbent material, etc.) Additional dikes will be constructed to prevent the further spread of the spilled material. The spent absorbent material will be containerized in lined 55-gallon drums, labeled with a description of the contents and disposed at a licensed disposal facility.

The CT DEEP – Emergency Response Unit (860) 424-3338 (after 4:30 p.m. 424-3333) will be notified as soon thereafter as practicable, of spills involving petroleum or chemical products. The following shall be reported:

- The location of the spill
- The date and cause of the incident
- The name and address of the owner
- The name and address of the person making the report and his relationship with the owner.

Quantities of absorbent materials sufficient to absorb the volume of the largest container on site or 10 percent of the total on-site liquid storage (whichever is larger) will be on hand at all times (excluding the volume of the outside fuel storage tanks and the waste oil containment tank).

4.11 Employee Training

All personnel employed at the Facility will be informed of the components and goals of the SWPPP through an instructional seminar. The seminar will address topics such as spill response, good housekeeping, and material management practices. All employees will be required to read the SWPPP and abide by its management practices. A refresher-training seminar will be conducted annually to review the components and goals of the SWPPP as well as discuss changes/improvements to management practices.

New vendor employees, hired after the training seminar is conducted, will, within 90 days of employment, be required to read the SWPPP and will be individually informed of the components and goals of the Plan. A log of employee training is included in Attachment C. Employees shall complete the log upon receiving training.

4.12 Future Construction

Any construction activity that disturbs greater than one acre must be conducted in accordance with the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (as amended). All construction activities, regardless of size, shall comply with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control during construction and the 2004 Connecticut Stormwater Quality Manual for the design and implementation of post-construction stormwater management measures. In addition, the permittee shall avoid, wherever possible, the use of copper or galvanized roofing or building materials for any new building construction where these materials will be exposed to stormwater.

4.13 Schedule of Implementation of Control Measures

The control measures are currently in place and are being maintained. Employee training is scheduled for the fall of 2014. The schedule for monitoring and inspections are presented in Section 5.0 of the Plan.

4.14 Keeping Plan Current

The Plan Director or his designee shall amend the Plan whenever;

1. There is a change at the site which has an effect on the potential to cause pollution of the surface waters of the state;
2. the actions required by the Plan fail to ensure or adequately protect against pollution of the surface waters of the state; or
3. the Commissioner requests modification of the Plan;
4. the Permittee is notified that they are subject to requirements because the receiving water to which the industrial activity discharges has been designated as impaired under Section 303(d) of the Clean Water Act and as identified in the most recent State of Connecticut Integrated Water Quality Report;

5. the Permittee is notified that a TMDL to which the Permittee is subject has been established for the stormwater receiving water;
6. necessary to address any significant sources or potential sources of pollution identified as a result of any inspection or visual monitoring;
7. required as a result of monitoring benchmarks or effluent limitations in "Monitoring" (Section 6.0 of this Plan - Monitoring Requirements) or "Additional Requirements for Certain Sectors" (Section 5(f)) of the General Permit).

The Plan shall be amended and all actions required by the Plan shall be completed within one hundred twenty (120) days (or within another interval as may be specified in this general permit or as may be approved in writing by the Commissioner of the date the Permittee becomes aware or should have become aware that any of the conditions listed above has occurred. If significant changes are made to the site or to the Plan in accordance with Section 4.14 (1-7) of this Plan, the Plan shall be recertified by the appropriate parties (See Section 9 of the Plan). The Plan shall maintain compliance with such Plan thereafter.

5.0 Inspections, Comprehensive Site Compliance Evaluations, and Keeping Plan Current

Routine Inspections and Semiannual Comprehensive Site Compliance Evaluations shall be performed by the Inspector or a designee under his direct supervision to ensure that the pollution control measures specified in the Plan are being properly implemented and are serving their intended purposes, and to assess the need for additional measures. If additional measures are deemed warranted, revisions and modifications to the plan shall be made.

5.1 Routine Inspections

Routine inspections shall be performed at designated areas/equipment at regular intervals. The inspections shall involve performing a physical inspection of the area/equipment and completing inspection logs included in Attachment D in this Plan. The inspections shall be performed at the intervals prescribed in Table 5-1.

Table 5-1 Routine Inspection Intervals	
Area/Equipment/Controls to Inspect	Inspection Interval
Recyclables roll off area	Monthly
Bulky Waste roll off area	Monthly
Used battery storage area	Monthly
Paved Drive and Parking Areas	Monthly
Misc. Equipment Storage Areas	Monthly
Waste Oil Storage Area	Weekly
Appliance Storage Area	Monthly
Roll offs	Daily
Catch Basins	After each measurable storm event
Outfall 001	After each measurable storm event

A copy of the completed inspection logs shall be maintained in the files at the Facility.

5.2 Comprehensive Site Compliance Evaluations

A Comprehensive Site Compliance Evaluation shall be conducted every six months. The evaluations shall include visual inspection of roll off areas, loading and unloading areas, and all potential sources of pollution identified in the Plan for evidence of, or the potential for, pollutants entering the stormwater drainage system. Structural stormwater management measures, erosion control measures, and other structural pollution prevention measures identified in the Plan shall be observed to ensure that they are operating correctly. A visual inspection of equipment to implement the Plan, such as spill response equipment, shall be made. Inspections should be made during rainfall events, if possible.

A major component of the Evaluations will be to identify:

- Ways to improve control measures and make them more efficient; and
- Improvements in methods of operations that will result in a decrease in releases of pollutants.

The Comprehensive Site Compliance Evaluations Log included in this Plan in Attachment E shall be utilized in the inspections. The completed and signed Logs will constitute an Evaluation Report. The Reports will become an integral part of this SWPPP. Additional practical control measures and/or improvements in methods of operation identified in the Evaluation Reports shall be incorporated into the management practices identified in this SWPPP. Copies of the Evaluation Reports shall be maintained in the files at the Facility for at least five years.

6.0 Monitoring Requirements

One stormwater outfalls has been identified at the facility, the outlet of the 12-inch RCP (Outfall 001). Outfall 001 is the representative outfall for the Facility, since within its watershed, typical operations of the facility take place. **Stormwater monitoring will take place at Outfall 001.** The location of the Outfall 001 is show on Figure 1, Site Map in Attachment B.

6.1 Quarterly Monitoring

Once each quarter, a sample must be collected at the outfall and a visual assessment conducted. The sample should be collected in such a manner that the samples are representative of the stormwater discharge. For monitoring purposes, quarters will begin on January 1, April 1, July 1, and October 1.

The visual sample shall be made in a clean clear glass, or plastic container, and examined in a well-lit area. The sample shall be visually inspected for the presence of the following water quality characteristics:

- Color;
- Odor;
- Clarity;
- Floating solids;
- Settled solids;
- Suspended solids;
- Foam;
- Oil sheen; and
- Other obvious indicators of stormwater pollution.

A log of the visual monitoring shall be made at the time of the monitoring. A copy of the log is included as Attachment F. Copies of the completed logs shall be maintained in Attachment F of the Plan.

If, based on the above indicators, the visual assessment indicates the control measures for the facility are inadequate or are not being properly operated and maintained, the Plan Director must review and revise the selection, design, installation and implementation of the control measures to ensure that the condition is eliminated and

will not be repeated in the future. The Plan Director, or his designee, shall maintain documentation of these procedures in the Plan.

6.2 Semi-annual Monitoring/Sample Analysis

Stormwater monitoring shall be conducted semiannually. One monitoring event shall be conducted between October 1 and March 31. The other monitoring event shall be conducted between April 1 and September 30. Monitoring events shall be separated by at least 30 days.

Stormwater monitoring will include sampling and analyzing the stormwater discharge from the Outfall for the following parameters:

- Chemical Oxygen Demand (COD) (mg/l)
- Total Oil & Grease (mg/l)
- pH (S.U.)
- Total Suspended Solids (TSS) (mg/l)
- Total Phosphorous (mg/l)
- Total Kjeldhal Nitrogen (TKN) (mg/l)
- Nitrate as Nitrogen (mg/l)
- Total Copper (mg/l)
- Total Zinc (mg/l)
- Total Lead (mg/l)
- Chloride (mg/l)
- Cyanide (mg/l)

In addition to these parameters uncontaminated rainfall pH shall be measured for the same rain event during which the runoff sample is taken.

Annual monitoring shall also be conducted for Aquatic Toxicity during the first two years. This parameter shall be included in a regularly scheduled semiannual sample.

Chain-of-custody forms shall be completed for all sampling events. These forms are obtained from the testing lab. Copies of the chain-of-custody forms shall be maintained in Attachment G of the Plan as a record of sample collection.

6.3 Standard Monitoring Benchmarks

The results of analysis must comply with the benchmarks for the standard parameters as specified:

Schedule: Benchmark monitoring must be conducted semiannually and may be conducted in conjunction with the quarterly "Visual Monitoring" described in Section 6.

The following benchmarks apply:

• Chemical Oxygen Demand (mg/l)	75
• Total Oil and Grease (mg/l)	5
• Sample pH	5 – 9
• Total Suspended Solids (mg/l)	90
• Total Phosphorus (mg/l)	0.40
• Total Kjeldahl Nitrogen (mg/l)	2.30
• Nitrate as Nitrogen (mg/l)	1.10
• Total Copper (mg/l)	0.059
• Total Lead (mg/l)	0.076
• Total Zinc (mg/l)	0.160

Data not exceeding benchmarks

After collection of 4 semiannual samples, if the average of the 4 monitoring values for any parameter does not exceed the benchmark, the monitoring requirements for that parameter have been fulfilled for the permit term. For averaging purposes for any individual sample parameter analyzed using procedures consistent with "Test Procedures" (Section 7.4), which is determined to be less than the method detection limit, use a value of half the method detection limit reported by the analyzing laboratory. For sample values that fall between the method detection level and the reporting level (i.e., a confirmed detection but below the level that can be reliably quantified), use a value of half the reporting level reported by the analyzing laboratory. Once the benchmark for sample pH has been met and monitoring for pH has been fulfilled, the measurement of rainfall pH is no longer required.

Data exceeding benchmarks

Within 120 days of receiving the results of the fourth semiannual sample, if the average of the 4 semiannual monitoring values for any parameter exceeds the benchmark, the Plan Director must review the selection, design, installation and implementation of the control measures to determine if modifications are necessary to meet the benchmarks in this permit, and either:

1. Make the necessary modifications to the control measures and Plan and continue semiannual monitoring until the average of 4 consecutive semiannual

monitoring events does not exceed the benchmark; or

2. Make a determination that no further pollutant reductions are technologically available and economically practicable and achievable in light of best industry practice to implement additional control measures or meet the benchmarks, in which case the Plan Director must continue monitoring once per year. The Plan Director must also document the rationale for concluding that no further pollutant reductions are achievable and submit this documentation to the commissioner for written approval. The Plan Director must retain all records related to this documentation with the Plan.

If an exceedance of the 4 event average is mathematically certain, the Plan Director must review the control measures and perform any required corrective action immediately (or document why no corrective action is required), without waiting for the full 4 monitoring events. If after modifying the control measures and conducting additional semiannual monitoring, the average of the most recent 4 monitoring events still exceeds the benchmark (or if an exceedance of the benchmark by the 4 event average is mathematically certain for the most recent 4 monitoring events), the Permittee must again review the control measures and take one of the two actions above.

Off - site and natural background pollutant levels

Following the first 4 semiannual samples of benchmark monitoring (or sooner if the exceedance is triggered by less than 4 monitoring events), if the average concentration of a pollutant exceeds a benchmark value, and the Plan Director determines that exceedance of the benchmark is attributable solely to the presence of that pollutant in the natural background or in "run-on" entering from off site, the Plan Director is not required to perform corrective action or additional benchmark monitoring provided all of the following conditions are met:

- The average concentration of the benchmark monitoring results is less than or equal to the concentration of that pollutant in the natural background or off-site run-on;
- The Plan Director documents and maintains with the Plan the supporting rationale for concluding that benchmark exceedances are in fact attributable solely to natural background or off-site pollutant levels.

- The Plan Director must include in the supporting rationale any data previously collected by them or others that describe the levels of natural background pollutants in the stormwater discharge;
- The Plan Director demonstrates that the diversion of off-site run-on containing these pollutant levels is not feasible or practicable; The permittee notifies the commissioner on the final semiannual benchmark monitoring report that the benchmark exceedances are attributable solely to natural background or off-site pollutant levels; and
- The commissioner issues a written approval of the permittee's documentation demonstrating that the benchmark exceedances are attributable solely to natural background or off-site pollutant levels.

Natural background pollutants include those substances that are naturally occurring in rainfall, soils or groundwater. Natural background pollutants do not include legacy pollutants from earlier activity on the site.

7.0 Stormwater Monitoring Procedures

7.1 Sample Collection

All samples shall be collected from discharges resulting from a storm event that occurs at least 72 hours after any previous storm event generating a stormwater discharge. Any sample containing snow or ice melt must be identified on the Stormwater Monitoring Report form.

Grab samples shall be used for all monitoring and shall not be combined. Collection of grab samples shall begin during the first thirty (30) minutes of a storm event discharge (flow at sampling location) and shall be completed as soon as possible. Samples shall be taken at the outfall or nearest feasible location representative of the discharge. The uncontaminated rainfall pH measurement shall also be taken, when required, at this time.

Stormwater sampling shall be performed by personnel experienced in the collection of stormwater samples. Samples collected should be representative of the stormwater runoff itself. Care should be exercised to not stir up sediments from the bottom of the sample location. Preferably, samples should be collected directly into the sample bottles. Where this is not practicable, a clean, stainless steel, Teflon®, or glass bailer or sampler can be utilized.

Prior to the sampling event, the sampling personnel shall coordinate with the analytical laboratory to obtain the necessary sample containers and assure that the analysis can be completed without violating hold times. The sample containers shall be provided by the analytical laboratory, shall be clean, and shall be of suitable materials. The proper chemical preservative shall be added to the sample containers. Following sample collection, the sample containers shall be clearly labeled with a Sample ID, date and time of collection, required analysis, preservative, Facility ID, and sample collectors name and signature. Sample containers shall be placed on ice following collection and immediately transported to the analytical laboratory. The use of a durable cooler is recommended for sample storage and transport.

During sampling, care will be taken not to introduce contaminants into the stormwater discharge. Sampling personnel shall wear clean latex gloves, maintain a clean environment for the storage and handling of sample containers, bailers and samplers, and follow standard acceptable procedures for the collection of stormwater samples.

The collection of the first sample should be within 30 days of receipt of Certificate of Registration.

7.2 Storm Event Information

The following information shall be collected for the storm events monitored:

1. The date, discharge temperature, time of the start of the discharge, time of sampling, and magnitude (in inches) of the storm event sampled;
2. The pH of the uncontaminated rainfall (before it contacts the ground); and
3. The duration between the storm event sampled and the end of the most recent storm event that produced a discharge.

7.3 Sample Log and Chain-of-custody Forms

A sample log shall be maintained at the time of sample collection. Information noted on the log shall include the storm event information described above as well as information about the sample, samplers, etc. A Stormwater Sampling Field Collection Log is included in this SWPPP as Attachment G. In addition to the sample collection log, a chain-of-custody form shall be utilized, as provided by the analytical laboratory. Copies of the completed logs and Chain-of-custody forms from the laboratory shall be maintained in Attachment G of the Plan.

7.4 Test Procedures

Unless otherwise specified in the General Permit, all pollutant parameters shall be tested according to methods prescribed in Title 40, Code of Federal Regulations (CFR), Part 136. Laboratory analyses must be consistent with Connecticut Reasonable Confidence Protocols.

Acute toxicity biomonitoring tests shall be conducted according to the procedures specified in Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th edition (EPA 821-R-02-012). The following specific conditions apply:

- Tests shall employ neonatal (less than 24-hour-old) *Daphnia pulex* as test organisms;
- Tests shall be conducted at 20 +/-1 degrees Centigrade;
- Tests shall be forty-eight (48) hours in duration;

- Synthetic freshwater prepared as described in EPA821-R-02-012 and adjusted to a hardness of 50 +/-5 mg/l as CaCO₃ shall be used as dilution water in all tests;
- The sample shall not be hardness or pH adjusted or altered in any way;
- The following test dilution series shall be utilized, expressed as percent stormwater sample: 100%, 50%, 25%, 12.5%, 6.25% and 0%;
- A minimum of twenty test organisms shall be exposed to each stormwater concentration, with each test concentration containing a minimum of four (4) test chambers. Each test chamber shall contain a minimum of five (5) test organisms;
- Test organisms shall not be fed during the test period;
- Test results shall be reported as the LC50 value determined using the procedure specified in EPA 821-R-02-012;
- Hardness in the stormwater sample and in the dilution control water shall be reported as mg/L as CaCO₃;
- Toxicity tests shall be initiated within thirty-six (36) hours of stormwater sample collection; and
- Any test in which the survival of test organisms is less than 90% in the combined control test vessels or failure to achieve test conditions as specified, such as maintenance of environmental controls, shall constitute an invalid test and will require stormwater re-sampling and retesting as soon as practicable.

7.5 Inability to Collect a Sample

If a Plan Director is unable to collect a sample due to the inability to meet the conditions described under Section 7.1, the Plan Director shall, for visual monitoring, document such inability in their Plan or, for all other monitoring, submit the Stormwater Monitoring Report form in accordance with the "Reporting Requirements" section (Section 5(h)(3) of the General Permit) with a notation of "no discharge" and an explanation of the limitations restricting the collection of an appropriate sample. Reasons may include the absence of a 72-hour period of dry weather, the absence of a rain event that produces a stormwater discharge, or safety considerations preventing access to a stormwater discharge location. Timing of a rain event is not an acceptable reason to fail to sample unless it precludes the analysis of a parameter within the acceptable hold time specified by a laboratory

8.0 Reporting & Record Keeping Requirements

8.1 Recording of Results

For each measurement or sample taken pursuant to the requirements of this general permit, the discharger shall maintain records of the following information:

1. the place, date, and time of sampling and the time the discharge started;
2. the person(s) collecting samples;
3. the dates and times the analyses were initiated;
4. the person(s) or laboratory that performed the analyses;
5. the analytical techniques or methods used; and
6. the results of all analyses.

Stormwater Sampling Field Collection Logs are included in this Plan in Attachment G. Completed logs shall be maintained in Attachment G. In addition to the sample collection log, a chain-of-custody form shall be utilized, as provided by the analytical laboratory, and copies maintained in Attachment G. Copies of results of analysis shall also be maintained in Attachment G.

8.2 Records Retention

All records and information resulting from the monitoring activities required by this general permit including all records of analyses performed and calibration and maintenance of instrumentation shall be retained for a minimum of five (5) years following the date of expiration of this general permit, or longer if requested by the commissioner. Records will be maintained in Department Of Public Works files at the site.

8.3 Reporting Requirements

All results of monitoring conducted pursuant to this general permit shall be submitted on the Stormwater Monitoring Report (SMR) form (included in this Plan as Attachment H), including all supporting chemical/physical measurements performed in association with the toxicity tests as well as dose-response data.

All SMR forms shall be submitted within ninety (90) days of the date of sampling to:

**WATER TOXICS PROGRAM COORDINATOR
BUREAU OF WATER
PROTECTION AND LAND REUSE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127**

A copy of the Stormwater Monitoring Report as well as the analytical reports of analysis from the testing laboratory shall be maintained in Attachment H of this Plan.

8.4 Availability of the Plan:

The Original of this Plan, with appendices and copies of completed logs, chain-of-custody forms, results of analysis, etc. shall be maintained on the site, in the office of the Workshop and Office Building. It shall be maintained in a three-ring-binder clearly marked "Original". So that it doesn't get lost or defaced, the "original" document should not be circulated, but guarded. Copies of the plan shall be available for employees to review as part of employee training.

The "Original" plan with copies of inspection and sample documentation shall be made available to the Commissioner of the CT DEEP, upon request.

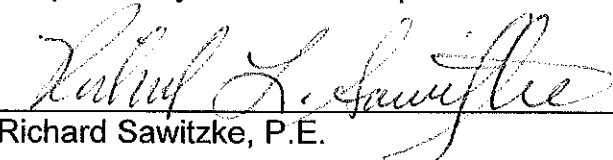
9.0 Certifications

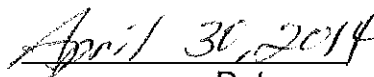
9.1 Non-Stormwater Discharge Certification

I certify that in my professional judgment, the discharge from this site consists only of stormwater, or of stormwater combined only with wastewater authorized by an effective permit under Section 22a-430 or Section 22a-430b of the Connecticut General Statutes, including the provisions of this general permit, or of stormwater combined with any of the following discharges provided they do not contribute to a violation of water quality standards:

- landscape irrigation or lawn watering;
- uncontaminated groundwater discharges such as pumped groundwater, foundation drains, water from crawl space pumps and footing drains;
- discharges of uncontaminated air conditioner or refrigeration condensate; water sprayed for dust control or at a truck load wet-down station;
- naturally occurring discharges such as rising groundwaters, uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(20)), springs, and flows from riparian habitats and wetlands.

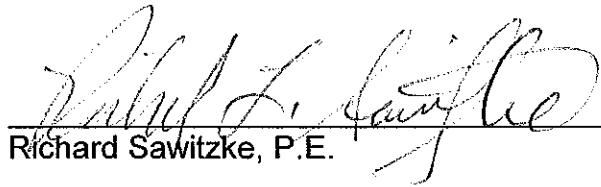
This certification is based on testing and evaluation of the stormwater discharge from the site. I further certify that all potential sources of non-stormwater at the site, a description of the results of any test and/or evaluation for the presence of non-stormwater discharges, the evaluation criteria or testing method used, the date of any testing and/or evaluation, and the on-site drainage points that were directly observed during the test have been described in detail in the stormwater pollution prevention plan prepared for the site. I further certify that no interior building floor drains unless such floor drain connection has been approved by the commissioner, or otherwise authorized by a local authority for discharge as domestic sewage to sanitary sewer. I am aware that there may be significant penalties for false statements in this certification, including the possibility of fine and imprisonment for knowingly making false statements.


Richard Sawitzke, P.E.


Date

9.2 Plan Certification

I certify that I have thoroughly and completely reviewed the Stormwater Pollution Prevention Plan prepared for this site. I further certify, based on such review and site visit by myself or my agent, and on my professional judgment, that the Stormwater Pollution Prevention Plan meets the criteria set forth in the General Permit for the Discharge of Stormwater Associated with Industrial Activity effective on October 1, 2011. I am aware that there are significant penalties for false statements in this certification, including the possibility of fine and imprisonment for knowingly making false statements."

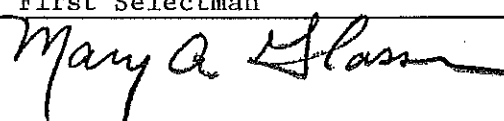

Richard Sawitzke, P.E.

April 30, 2014
Date

9.3 Plan Signature

For a municipality, state, federal, or other public agency, by either a principal executive officer or a ranking elected official, as those terms are defined in section 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies;

Name: Mary A. Glassman

Title: First Selectman


Signature

May 7, 2014
Date

NOTE

The various attachments are available in the Town file system viewing.



Connecticut Department of
Energy & Environmental Protection
Bureau of Materials Management & Compliance Assurance
Waste Engineering & Enforcement Division

General Permit Registration Form for a Municipal Transfer Station

Use the "*Instructions*" document (DEEP-SW-INST-002) to assist you in completing this form.

Print or type unless otherwise noted. Your submittal to DEEP must include:

- (1) this completed registration form, DEEP-SW-REG-002;
- (2) Site plan and any required supporting documents; and
- (3) Fee.

CPPU USE ONLY

App #:

Doc #:

Check #:

Program: **Transfer Station General Permit**

Part I: Registration Type

Check one of the following:

- ☐ New facility
- ☐ Facility currently operating under a DEEP individual solid waste permit or a recycling general permit
- ☒ Renewal of an existing registration under the General Permit for a Municipal Transfer Station

Identify any permit or registration approval (solid waste or recycling general permit) already issued for the facility: **Permit #1280909-PO**

Date granted: **April 9, 2009**

Part II: Fee Information

Each municipal transfer station requires a separate registration. The registration fee for a municipal transfer station is \$8000.00 [§963]. An initial fee of \$800.00 shall be submitted with the registration package and the balance of the fee will be billed to the municipality annually in equal installments (\$800.00/year). The \$800.00 annual invoice is due on or before July 1 of each year. The registration will not be processed without the initial fee. The fee is non-refundable and shall be paid by check or money order to: Department of Energy and Environmental Protection.

Part III: Registrant Information

- If a registrant is a corporation, limited liability company, limited partnership, limited liability partnership, or a statutory trust, it must be registered with the Secretary of State. If applicable, registrant's name shall be stated **exactly** as it is registered with the Secretary of State. Please note, for those entities registered with the Secretary of State, the registered name will be the name used by DEEP. This information can be accessed at the Secretary of State's database (CONCORD). (www.concord-sots.ct.gov/CONCORD/index.jsp)
- If a registrant is an individual, provide the legal name (include suffix) in the following format: First Name; Middle Initial; Last Name; Suffix (Jr, Sr., II, III, etc.).
- If there are any changes or corrections to your company/facility or individual mailing or billing address or contact information, please complete and submit the *Request to Change Company/Individual Information* to the address indicated on the form. If there is a change in name of the entity holding a DEEP license or a change in ownership, contact the Office of Planning and Program Development (OPPD) at 860-424-3003. For any other changes you must contact the specific program from which you hold a current DEEP license.

Part III: Registrant Information (continued)

1. Registrant Name: Town of Simsbury

Mailing Address: 933 Hopmeadow Street, P.O. Box 495

City/Town: Simsbury

State: CT

Zip Code: 06070

Business Phone: 860-658-3230

ext.:

Contact Person: Mary A. Glassman

Phone: 860-658-3230 ext.

*E-mail: mglassman@simsbury-ct.gov

*By providing this e-mail address you are agreeing to receive official correspondence from DEEP, at this electronic address, concerning the subject registration. Please remember to check your security settings to be sure you can receive e-mails from "ct.gov" addresses. Also, please notify DEEP if your e-mail address changes.

a) Registrant Type (check one):

☐ individual ☐ federal agency ☐ state agency ☒ municipality ☐ tribal

☐ *business entity (*If a business entity complete i through iii):

i) check type: ☐ corporation ☐ limited liability company ☐ limited partnership
☐ limited liability partnership ☐ statutory trust ☐ Other: _____

ii) provide Secretary of the State business ID #: _____ This information can be accessed at the Secretary of State's database (CONCORD). (www.concord-sots.ct.gov/CONCORD/index.jsp)

iii) ☐ Check here if your business is **NOT** registered with the Secretary of State's office.

☐ Check here if any co-registrants. If so, attach additional sheet(s) with the required information as requested above.

b) Registrant's interest in property at which the proposed activity is to be located:

☒ site owner ☐ option holder ☐ lessee ☐ easement holder ☐ operator
☐ other (specify): _____

2. Billing contact, if different than the registrant.

Name: **Same as Registrant**

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

E-mail:

3. Primary contact at municipality for correspondence and inquiries:

Name: **Tom Roy, Director of Public Works**

Mailing Address: 933 Hopmeadow Street, P.O. Box 495

City/Town: Simsbury

State: CT

Zip Code: 06070

Business Phone: 860-658-3222

ext.:

*E-mail: troy@simsbury-ct.gov.

Part III: Registrant Information (continued)

4. Primary contact if not municipal contact named in (3) above (e.g., environmental consultant, engineer, etc.):

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

E-mail:

5. Owner of the property on which facility will be located:

Name: **Town of Simsbury**

Mailing Address: 933 Hopmeadow St., P.O. Box 495

City/Town: Simsbury

State: CT

Zip Code: 06070

Business Phone:

ext.:

Contact Person: Mary A. Glassman

Phone: 860-658-3230

ext.

E-mail: mglassman@simsbury-ct.gov

6. Engineer(s) or other consultant(s) employed or retained to assist in preparing this submittal:

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

E-mail:

Service Provided:

7. Facility Operator if not the Municipality:

Firm Name: **Paine's Inc.**

Mailing Address: P.O. Box 307

City/Town: Simsbury

State: CT

Zip Code: 06070

Business Phone: 860-844-3000

ext.:

Contact Person: Russell A. Paine

Phone: 860-844-3000

ext.

E-mail: office@painesinc.com

Name of Facility Foreman/Lead (on Site):

On-site Phone: none

Part IV: Site Information

1. FACILITY NAME AND LOCATION

Name of facility : **Simsbury Solid Waste Transfer Station**

Street Address or Location Description: **66 Wolcott Road, Simsbury, CT 06070**

Latitude and longitude of the exact location of the proposed facility in degrees, minutes, and seconds:

Latitude: **41° 54' 45"**

Longitude: **72° 46' 53"**

Method of determination (check one):

☐ GPS ☐ USGS Map ☒ Other (please specify): **Google Maps**

If a USGS Map was used, state the quadrangle name:

2. **INDIAN LANDS:** Is or will the facility be located on federally recognized Indian lands? ☐ Yes ☒ No

3. **COASTAL BOUNDARY:** Is the activity which is the subject of this registration located within the coastal boundary as delineated on DEEP approved coastal boundary maps? ☐ Yes ☒ No

If yes, and this registration is for a new authorization or a modification of an existing authorization where the physical footprint of the subject activity is modified, you must submit a Coastal Consistency Review Form (DEP-APP-004) with your application as Attachment C.

Information on the coastal boundary is available at www.lisrc.uconn.edu. (Click on the upper tab or left hand column labeled "Maps", then "Coastal Connecticut") or the local town hall or on the "Coastal Boundary Map" available at DEEP Maps and Publications (860-424-3555).

If no, is the activity which is the subject of this registration located within the coastal area? (see town list in the instructions) ☐ Yes ☒ No

4. **ENDANGERED OR THREATENED SPECIES:** According to the most current "State and Federal Listed Species and Natural Communities Map", is the project site located within an area identified as a habitat for endangered, threatened or special concern species? ☒ Yes ☐ No Date of Map: **12/13**

If yes, complete and submit a Request for NDDB State Listed Species Review Form (DEP-APP-007) to the address specified on the form. **Please note NDDB review generally takes 4 to 6 weeks and may require additional documentation from the registrant.**

A **copy** of the completed Request for NDDB State Listed Species Review Form and the CT NDDB response **must** be submitted with this completed registration as Attachment D.

For more information visit the DEEP website at www.ct.gov/deep/nddbrequest or call the NDDB at 860-424-3011.

5. **AQUIFER PROTECTION AREAS:** Is the site located within a town required to establish Aquifer Protection Areas, as defined in section 22a-354a through 354bb of the General Statutes (CGS)?

☐ Yes ☒ No To view the applicable list of towns and maps visit the DEEP website at www.ct.gov/deep/aquiferprotection

If yes, is the site within an area identified on a Level A map? ☐ Yes ☐ No

If yes, is the site within an area identified on a Level B map? ☐ Yes ☐ No

If your site is on a Level A map, check the DEEP website, Business and Industry Information (www.ct.gov/deep/aquiferprotection) to determine if your activity is required to be registered under the Aquifer Protection Area Program.

If your site is on a Level B map, no action is required at this time, however you may be required to register under the Aquifer Protection Area Program in the future when the area is delineated as Level A.

Part IV: Site Information (continued)

6. **CONSERVATION OR PRESERVATION RESTRICTION:** Is the property subject to a conservation or preservation restriction? ☐ Yes ☒ No

If Yes, proof of written notice of this registration to the holder of such restriction or a letter from the holder of such restriction verifying that this registration is in compliance with the terms of the restriction, must be submitted as Attachment E.

7. **ENVIRONMENTAL JUSTICE COMMUNITIES:**

- a. Does the site include a **new** facility or **new** activity located within an environmental justice community as defined in the instructions (DEEP-SW-INST-002)? ☐ Yes ☒ No

If yes, you must hold an informal public meeting concerning the subject activity prior to issuance of your permit approval. Refer to the instructions (DEEP-SW-INST-002) for more detail.

- b. Does the subject registration include an activity which will occur at an **existing applicable** facility, located within an environmental justice community? ☐ Yes ☒ No

If Yes, the registrant shall submit an Environmental Justice Public Participation Plan and adhere to the requirements of section 22a-20a CGS. Refer to the Environmental Justice Public Participation Guidelines (DEEP-EJ-GUID-001) for more information (www.ct.gov/deep/environmentaljustice).

A Copy of the Written Environmental Justice Public Participation Plan Approval Letter **must** be submitted with this completed registration as Attachment F.

8. **FACILITY OPERATED BY CONTRACTOR:** Will an outside contractor (and not the municipality) operate the facility? ☒ Yes ☐ No

If Yes, prepare and include a Duties Statement as Attachment G.

9. **ADDITIONAL RECYCLABLE MATERIALS:** List all additional materials that are being collected at the facility and sent off-site for recycling (e.g. FOG) that are not otherwise authorized by the subject general permit.

Part V: Supporting Documents

Check the applicable box below for each attachment being submitted with this registration form.

When submitting any supporting documents:

- (1) **label each document** with its respective attachment letter (e.g., Attachment A, etc.);
- (2) **include the registrant/applicant's name** as registered with the Secretary of State

REQUIRED:

- ☒ Attachment A: An 8 1/2" by 11" copy of the relevant portion or a full-sized original of a United States Geological Survey (USGS) quadrangle map, with a scale of 1:24,000, showing the exact location of the site and the area within a one-mile radius of the site. Identify the quadrangle name and number on such copy.
- ☒ Attachment B: Facility Site Plan that has been prepared, signed, dated, stamped and certified by a professional engineer (P.E.) licensed to practice in Connecticut

Part V: Supporting Documents (continued)

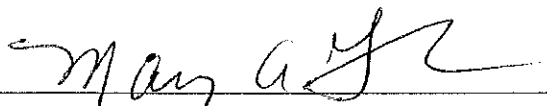
MAY BE REQUIRED (SEE "INSTRUCTIONS" DOCUMENT FOR HOW TO COMPLETE)

- ☐ Attachment C: Coastal Consistency Review Form (DEP-APP-004), if applicable
- ☒ Attachment D: Copy of the completed Request for NDDB State Listed Species Review Form (DEP-APP-007) and the NDDB response, if applicable.
- ☐ Attachment E: Conservation or Preservation Restriction Information, if applicable
- ☐ Attachment F: Copy of the Written Environmental Justice Public Participation Plan Approval Letter, if applicable
- ☒ Attachment G: Duties Statement, If Facility is (or will be) Operated by a Contractor

Part VI: Consent to Revocation of Existing Waste Permits

Only one permit or registration may authorize the solid waste activities at the transfer station facility. In order to register for this General Permit, the permittee/registrant shall therefore consent to the revocation of any other permits or registrations issued previously to authorize the transfer station and recycling activities.

"I consent to the revocation of the existing General Permit for Recycling or the Individual Solid Waste Permit for the subject transfer station, effective on the date the commissioner approves this registration for the General Permit for a Municipal Transfer Station."


Signature of First Selectman/Mayor

5/2/14
Date

Mary Glassman, First Selectman

Name of First Selectman/Mayor (print or type)

Continue on next page

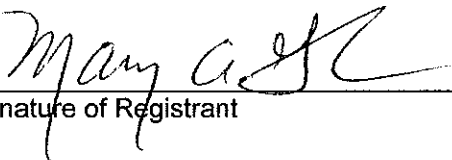
Part VII: Registrant Certification

The registrant *and* the individual(s) responsible for actually preparing the registration must sign this part. A registration will be considered incomplete unless all required signatures are provided. A registration will be considered insufficient unless *all* required signatures are provided **and are the proper signatory authority as specified under Part VII in the instructions**. If the registrant is the preparer, please mark N/A in the spaces provided for the preparer.

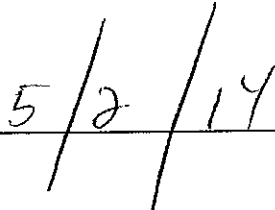
"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I certify that this general permit registration is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute."



Signature of Registrant



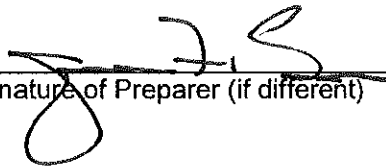
Date

Mary A. Glassman

Name of Registrant (print or type)

First Selectman

Title (if applicable)



Signature of Preparer (if different)



Date

Jerome F. Shea, P.E.

Name of Preparer (print or type)

Town Engineer

Title (if applicable)

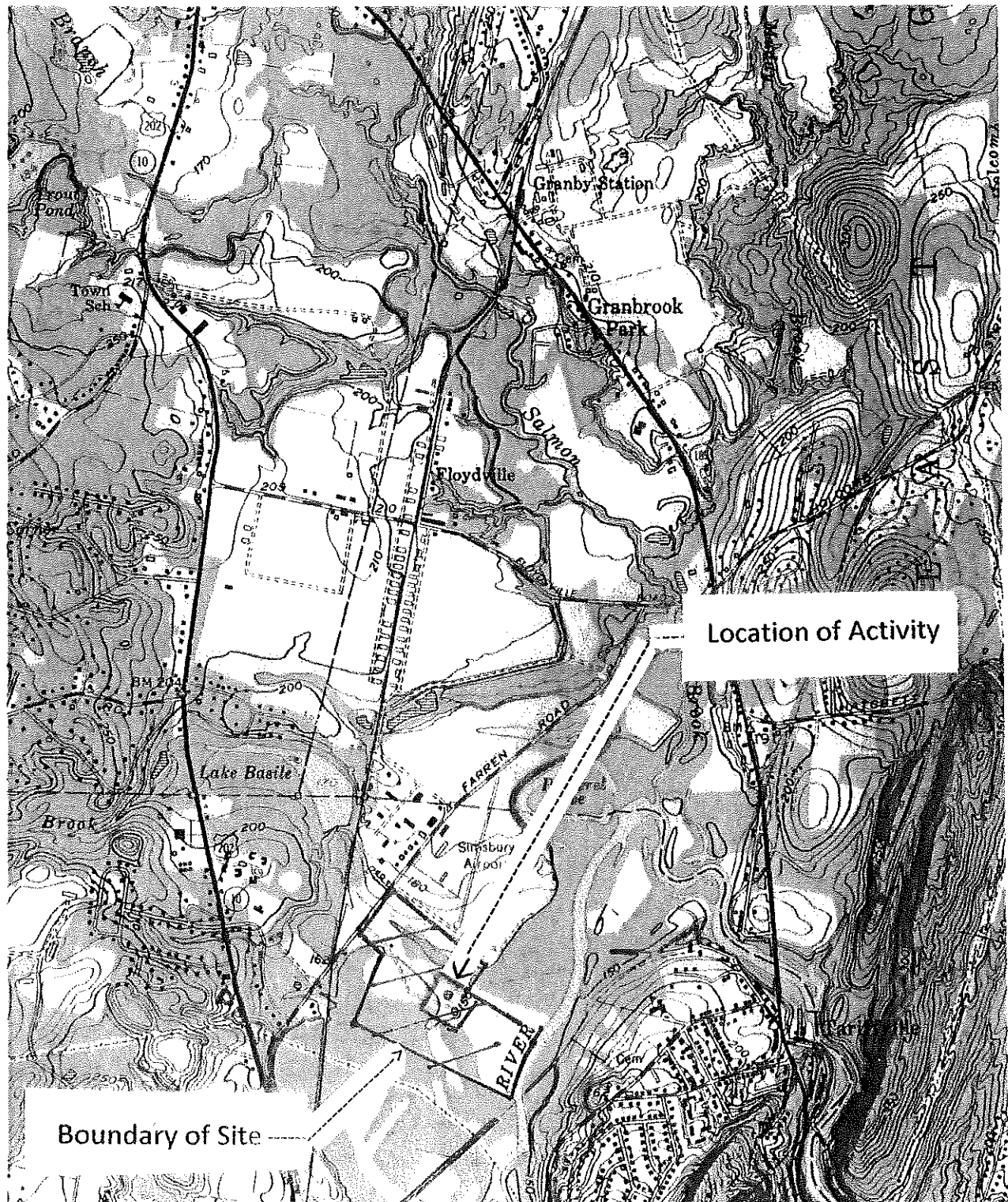
☐ Check here if additional signatures are required. *You must include signatures of any person preparing any report or parts thereof required in this submittal (i.e., professional engineers, surveyors, soil scientists, consultants, etc.) If needed, reproduce this page and attach signed copies to this sheet.*

Please submit:

- (1) completed *Registration Form*;
- (2) Site Plan and all Required Supporting Documents;
- (3) **One copy of the entire package; and**
- (4) Fee

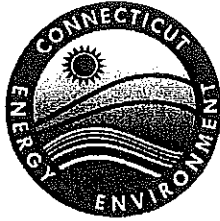
TO: CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

Attachment A



USGS Topographical Quadrangle Map

Tariffville Conn- Mass



Connecticut Department of
Energy & Environmental Protection
Bureau of Natural Resources
Wildlife Division

CPPU USE ONLY	
App #:	_____
Doc #:	_____
Check #: No fee required	
Program: Natural Diversity Database Endangered Species	
Hardcopy _____	Electronic _____

Request for Natural Diversity Data Base (NDDDB) State Listed Species Review

Please complete this form in accordance with the instructions (DEEP-INST-007) to ensure proper handling of your request.

There are no fees associated with NDDDB Reviews.

Part I: Preliminary Screening & Request Type

Before submitting this request, you must review the most current Natural Diversity Data Base "State and Federal Listed Species and Significant Natural Communities Maps" found on the DEEP website. These maps are updated twice a year, usually in June and December.

Does your site, including all affected areas, fall in an NDDDB Area according to the map instructions:

☒ Yes ☐ No Enter the date of the map reviewed for pre-screening: 12/13

This form is being submitted for a :

- ☒ New NDDDB request
- ☐ Renewal/Extension of a NDDDB Request, **without** modifications and within **one year** of issued NDDDB determination (no attachments required)

[CPPU Use Only - NDDDB-Listed Species Determination # 1736]

Enter NDDDB Determination Number for Renewal/Extension:

- ☐ New **Safe Harbor Determination** (optional) must be associated with an application for a GP for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities
- ☐ Renewal/Extension of an existing Safe Harbor Determination
- ☐ With modifications
- ☐ Without modifications (no attachments required)

[CPPU Use Only - NDDDB-Safe Harbor Determination # 1736]

Enter Safe Harbor Determination Number for Renewal/Extension:

Part II: Requester Information

If the requester is a corporation, limited liability company, limited partnership, limited liability partnership, or a statutory trust, it must be registered with the Secretary of State. If applicable, the name shall be stated **exactly as it is registered with the Secretary of State. Please note, for those entities registered with the Secretary of State, the registered name will be the name used by DEEP. This information can be accessed at the Secretary of the State's database CONCORD. (www.concord-sots.ct.gov/CONCORD/index.jsp)*

If the requester is an individual, provide the legal name (include suffix) in the following format: First Name; Middle Initial; Last Name; Suffix (Jr, Sr., II, III, etc.).

If there are any changes or corrections to your company/facility or individual mailing or billing address or contact information, please complete and submit the Request to Change company/Individual Information to the address indicated on the form.

1. Requester*

Company Name: **Town of Simsbury**

Contact Name: **Mary A. Glassman, First Selectman**

Address: **933 Hopmeadow Street, P.O. Box 495**

City/Town: **Simsbury**

State: **CT**

Zip Code: **06070**

Business Phone: **860-658-3230**

ext.

****E-mail: mglassman@simsbury-ct.gov**

****By providing this email address you are agreeing to receive official correspondence from the department, at this electronic address, concerning this request. Please remember to check your security settings to be sure you can receive emails from "ct.gov" addresses. Also, please notify the department if your e-mail address changes**

a) Requester can best be described as:

☐ Individual ☐ Federal Agency ☐ State agency ☒ Municipality ☐ Tribal

☐ *business entity (* if a business entity complete i through iii):

i) Check type ☐ corporation ☐ limited liability company ☐ limited partnership
 ☐ limited liability partnership ☐ statutory trust ☐ Other:

ii) Provide Secretary of the State Business ID #: This information can be accessed at the Secretary of the State's database (CONCORD). (www.concord-sots.ct.gov/CONCORD/index.jsp)

iii) ☐ Check here if your business is **NOT** registered with the Secretary of State's office.

b) Acting as (Affiliation), pick one:

☐ Property owner ☐ Consultant ☐ Engineer ☒ Facility owner ☐ Applicant
☐ Biologist ☐ Pesticide Applicator ☐ Other representative:

2. List Primary Contact to receive Natural Diversity Data Base correspondence and inquiries, if different from requester.

Company Name: **Town of Simsbury**

Contact Person: **Tom Roy**

Title: **Director of Public Works**

Mailing Address: **933 Hopmeadow Street, P.O. Box 495**

City/Town: **Simsbury**

State: **CT**

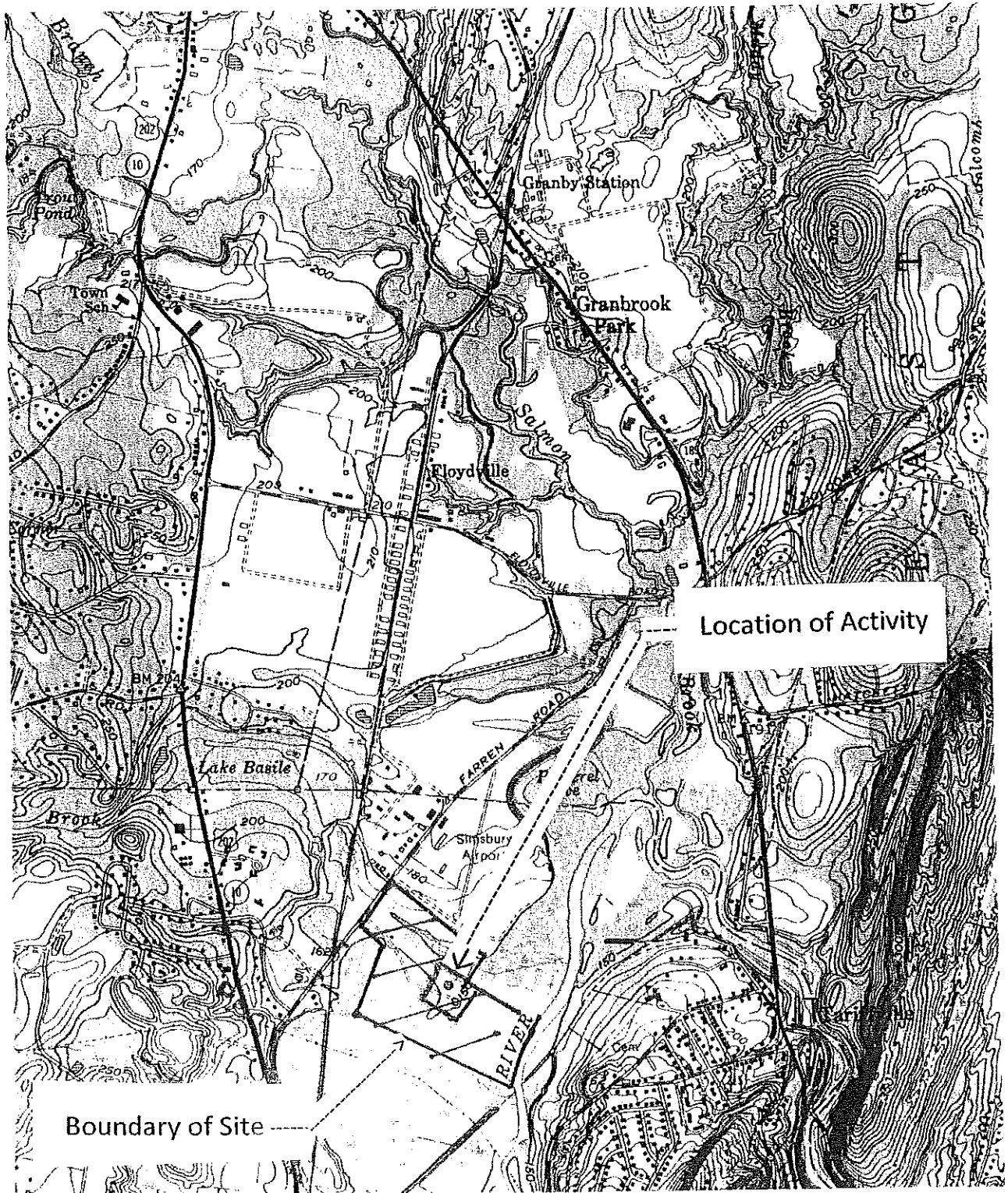
Zip Code: **06070**

Business Phone: **860-658-3222**

ext.

****E-mail: troy@simsbury-ct.gov**

Attachment A



USGS Topographical Quadrangle Map

Tariffville Conn- Mass

Part III: Site Information

This request can only be completed for one site. A separate request must be filed for each additional site.

1. SITE NAME AND LOCATION

Site Name or Project Name: **Simsbury Solid Waste Transfer Station**

Town(s): **Simsbury**

Street Address or Location Description:
66 Wolcott Road

Size in acres, or site dimensions: **91.0 acres**

Latitude and longitude of the center of the site in decimal degrees (e.g., 41.23456 -71.68574):

Latitude: **41° 54' 45"**

Longitude: **72° 46' 53"**

Method of coordinate determination (check one):

☒ GPS ☐ Photo interpolation using CTECO map viewer ☒ Other (specify): **Google Maps**

2a. Describe the current land use and land cover of the site.

**Site is presently used as a transfer station. Active portion of the site is a former municipal landfill.
Remaining portion of the site is a mix of wetland areas and woodlands.**

b. Check all that apply and enter the size in acres or % of area in the space after each checked category.

☒ Industrial/Commercial 20%

☐ Residential _____

☒ Forest 10%

☒ Wetland 70%

☐ Field/grassland _____

☐ Agricultural _____

☐ Water _____

☐ Utility Right-of-way _____

☐ Transportation Right-of-way _____

☐ Other (specify): _____

Part IV: Project Information

1. PROJECT TYPE:

Choose Project Type: Transfer Station/Landfill/Recycle Ctr constr./mod. , If other describe: _____

2. Is the subject activity limited to the maintenance, repair, or improvement of an existing structure within the existing footprint? ☒ Yes ☐ No If yes, explain.

This request is required for the General Permit for registration of a Municipal Transfer Station. No changes to the existing transfer station are proposed.

Part IV: Project Information (continued)

3. Give a detailed description of the activity which is the subject of this request and describe the methods and equipment that will be used. Include a description of steps that will be taken to minimize impacts to any known listed species.

There are no changes to the operations of the existing facility under existing CT DEEP Permit #1280909-PO for a permit to operate the Solid Waste Transfer Station located at 66 Wolcott Street, Simsbury, CT.

4. If this is a renewal or extension of an existing Safe Harbor request *with* modifications, explain what about the project has changed.

N/A

5. Provide a contact for questions about the project details if different from Part II primary contact.

Name: Tom Roy, Director of Public Works

Phone: 860-658-3222

E-mail: troy@simsbury-ct.gov

Part V: Request Requirements and Associated Application Types

Check *one* box from either Group 1, Group 2 or Group 3, indicating the appropriate category for this request.

Group 1. If you check one of these boxes, complete Parts I – VII of this form and submit the required attachments A and B.

- ☐ Preliminary screening was negative but an NDDB review is still requested
- ☐ Request regards a municipally regulated or unregulated activity (no state permit/certificate needed)
- ☐ Request regards a preliminary site assessment or project feasibility study
- ☐ Request relates to land acquisition or protection
- ☒ Request is associated with a *renewal* of an existing permit, with no modifications

Group 2. If you check one of these boxes, complete Parts I – VII of this form and submit required attachments A, B, and C.

- ☐ Request is associated with a *new* state or federal permit application
- ☐ Request is associated with modification of an existing permit
- ☐ Request is associated with a permit enforcement action
- ☐ Request regards site management or planning, requiring detailed species recommendations
- ☐ Request regards a state funded project, state agency activity, or CEPA request

☐ **Group 3.** If you are requesting a **Safe Harbor Determination**, complete Parts I-VII and submit required attachments A, B, and D. Safe Harbor determinations can only be requested if you are applying for a GP for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities

If you are filing this request as part of a state or federal permit application(s) enter the application information below.

Permitting Agency and Application Name(s): _____

State DEEP Application Number(s), if known: Municipal Transfer Station Registration

State DEEP Enforcement Action Number, if known: _____

State DEEP Permit Analyst(s)/Engineer(s), if known: _____

Is this request related to a previously submitted NDDB request? ☐ Yes ☒ No

If yes, provide the previous NDDB Determination Number(s), if known: _____

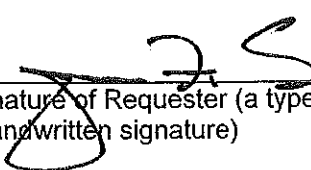
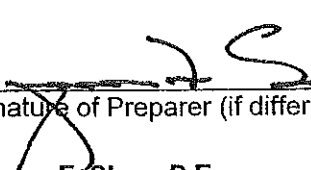
Part VI: Supporting Documents

Check each attachment submitted as verification that *all* applicable attachments have been supplied with this request form. Label each attachment as indicated in this part (e.g., Attachment A, etc.) and be sure to include the requester's name, site name and the date. **Please note that Attachments A and B are required for all new requests and Safe Harbor renewals/extensions with modifications.** Renewals/Extensions with no modifications do not need to submit any attachments. Attachments C and D are supplied at the end of this form.

<input checked="" type="checkbox"/> Attachment A:	Overview Map: an 8 1/2" X 11" print/copy of the relevant portion of a USGS Topographic Quadrangle Map clearly indicating the exact location of the site.
<input checked="" type="checkbox"/> Attachment B:	Detailed Site Map: fine scaled map showing site boundary and area of work details on aerial imagery with relevant landmarks labeled. (Site and work boundaries in GIS [ESRI ArcView shapefile, in NAD83, State Plane, feet] format can be substituted for detailed maps, see instruction document)
<input type="checkbox"/> Attachment C:	Supplemental Information, Group 2 requirement (attached, DEEP-APP-007C) <input type="checkbox"/> Section i: Supplemental Site Information and supporting documents <input type="checkbox"/> Section ii: Supplemental Project Information and supporting documents
<input type="checkbox"/> Attachment D:	Safe Harbor Report Requirements, Group 3 (attached, DEEP-APP-007D)

Part VII: Requester Certification

The requester *and* the individual(s) responsible for actually preparing the request must sign this part. A request will be considered incomplete unless all required signatures are provided.

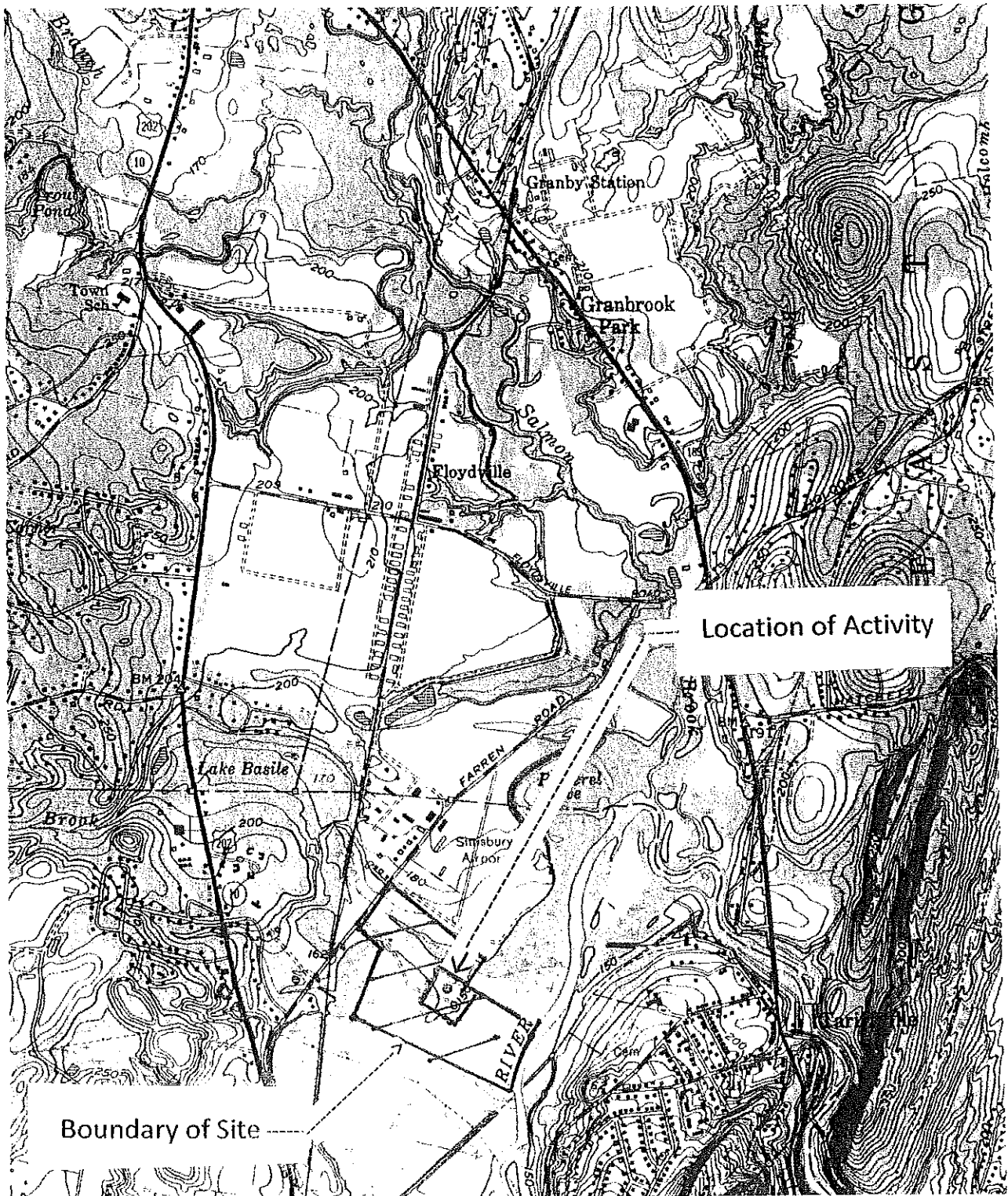
<p>"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief."</p>	
 Signature of Requester (a typed name will substitute for a handwritten signature)	Date <u>5/1/14</u>
<u>Jerome F. Shea, P.E.</u> Name of Requester (print or type)	<u>Town Engineer</u> Title (if applicable)
 Signature of Preparer (if different than above)	Date <u>5/1/14</u>
<u>Jerome F. Shea, P.E.</u> Name of Preparer (print or type)	<u>Town Engineer</u> Title (if applicable)

Note: Please submit the completed Request Form and all Supporting Documents to:

CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

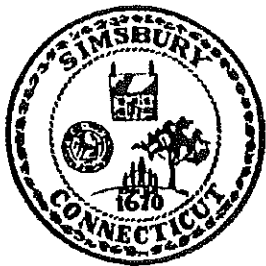
Or email request to: deep.nddbrequest@ct.gov

Attachment A



USGS Topographical Quadrangle Map

Tariffville Conn- Mass



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Jerome F. Shea - Town Engineer

Attachment G. **Duties Statement**

Town Official Responsible
for facility:

Thomas Roy, P.E.
Director of Public Works

Responsibilities:

Prepare quarterly reports
Prepare annual reports
Manage operational contract

Facility Operator:

Russell Paine

Title:

President, Paine's Inc.

Responsibilities:

See attached Operations Agreement for the specific duties of the operator of the transfer station.

Telephone (860) 658-3260
Facsimile (860) 658-3205

jshea@simsbury-ct.gov
www.simsbury-ct.gov

An Equal Opportunity Employer
8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Friday

ATTACHMENT G (SUPPLEMENT)

BULKY WASTE TRANSFER STATION OPERATIONS AGREEMENT

This Bulky Waste Transfer Station Operations Agreement (the "Agreement") for the operation of the Simsbury Bulky Waste Transfer Station located at 66 Wolcott Road, Simsbury, Connecticut, is made this 24th day of November 2010 by and between the TOWN OF SIMSBURY, a Connecticut municipal corporation, with a mailing address of 933 Hopmeadow Street, Simsbury, Connecticut 06070 (hereinafter referred to as the "Town") and PAINE'S INC., a Connecticut corporation, with a mailing address of Post Office Box 307, Simsbury, Connecticut 06070 (hereinafter referred to as the "Operator").

WITNESSETH:

WHEREAS, by a Request for Proposals published on or about June 3, 2010, the Town solicited Proposals for the Bulky Waste Transfer Station Operations Agreement, and

WHEREAS, the Operator submitted a Proposal dated June 17, 2010, and

WHEREAS, the Town accepted the Operator's proposal, and

WHEREAS, the Operator desires to provide the above-referenced Bulky Waste Transfer Station Operations services to the Town; and

WHEREAS, the Town and the Operator have read this Agreement, together with any attachments, and understand and accept the terms, conditions, and covenants set forth herein as being reasonable and necessary to accomplish the scope of the Agreement, and to establish and identify the responsibilities of each of the parties.

NOW, THEREFORE, in consideration of the foregoing and of the covenants set forth herein, the Town and Operator hereby agree as follows:

SECTION I

OPERATOR'S RESPONSIBILITIES

A. **OPERATOR'S SERVICES:** The Operator agrees to operate the Town's Bulky Waste Transfer Station on town property located at 66 Wolcott Road, Simsbury, Connecticut in accordance with the Operation Guidelines attached hereto as Exhibit C and made a part hereof.

The Operator shall be required to receive recyclable items, bulky waste and municipally generated solid waste ("MSW") reject items and transfer that waste to an approved licensed disposal facility. Waste and recycling shall be accepted from, at least, the classes of vehicle

types as described in the Request for Proposals attached hereto as Exhibit A and made a part hereof.

The Operator may earn and retain any revenue from the sale of scrap metal, used motor oil and woodchips.

The Operator shall pay the utility companies for all utility services at the site and all utility service contracts shall be in the name of the Operator. The Operator may use the Town owned buildings on the site for purposes of carrying out its duties and responsibilities of this Agreement, provided, however that the Town shall retain the use and control of whatever portions of the buildings it determines in its sole discretion to be in the best interests of the Town to retain.

B. ADDITIONAL REPRESENTATIONS BY OPERATOR

1. The Operator will use three (3) 30 cubic yard containers for hauling the materials delivered to the Simsbury Bulky Waste Transfer Station. The hauling of the containers will be done by roll-off trucks or other vehicles acceptable to the disposal facility. The on site equipment will be a loader or equivalent which will be used for on site maintenance, snow plowing and sanding. The Operator will also assist the Town in complying with Connecticut DEP Permit No. 1280909-PO. The Operator warrants that it has sufficient equipment to prevent undue delays under normal usage.

2. The Operator's personnel, will possess and maintain, or will apply for and receive, their Connecticut DEP Transfer Station Operator certification. It is understood by the Town and the Operator that a 6-8 week time line is needed to receive the required certifications.

3. The list of the Operator's vehicles that will be available are:

Mack	RD-668S	1999	Mack	RD-688S	1997
Kenworth	T800B	2006	Kenworth	T800B	2007
Kenworth	T800B	2002	Kenworth	T800B	2004

4. The Operator will only haul to approved permitted sites, provided that materials required to be sent to CRRA's Hartford facilities, as may be required by law or by any Town/CRRA Agreements, shall be sent to the CRRA facility. The sites that are currently being used include the following: Bloomfield/Windsor Landfill, the CRRA Hartford Facility, Babylon, LLC, CRRA Hartford Recycle Plant, and Murphy Road, LLC. The Operator will provide a monthly report regarding the delivery sites and the tonnage delivered to each. In addition, the Operator, prior to award, will provide documentation that all disposal sites are approved by the appropriate state agency to accept material.

5. The Operator will work with the town to facilitate operation of the bulky waste facility. In the event that the Operator finds it necessary to ask for the Town's assistance in this goal then all items will be discussed and mutually agreed upon.

6. The Operator agrees to maintain and operate the Facility using its own employees. The Operator will use no subcontractors unless approved by the Town as provided in this Agreement.

7. The Town agrees to permit the Operator to use a part of town-owned buildings on the site: the metal building and both wooden buildings. In addition, the Town agrees to permit the Operator to use the "tire trailer" on the site in the performance of its duties under this Agreement.

8. The Operator shall provide a staffed office that is available to answer calls from 7:30 a.m. to 4:00 p.m. Monday – Friday. In addition, the Operator will put a message (general information) on the Bulky Waste Transfer Facility telephone line and direct people requiring additional information that they may leave a message for a call back. On the next regular business day, the Operator will promptly return calls and address any and all questions received from residents.

D. MISCELLANEOUS

1. Operational Means and Methods: The Operator shall have control over, be in charge of, and shall be responsible for operational means, methods, techniques, sequences or procedures in connection with any work arising out of this Bulky Waste Transfer Station Operations Agreement.

2. Town Furnished Information: The Operator shall be entitled to rely upon the accuracy and completeness thereof of any information provided by the Town necessary for the operation of the Bulky Waste facility.

3. Certificates of Insurance: The Operator shall procure and maintain insurance, as may be required by State law and the provisions of the Request for Proposals in the form and amounts set forth in Exhibit A attached hereto, for protection for claims under Workers' Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees. Certificates of Insurance acceptable to the Town shall be filed with the Town. Such insurance must be by insurance companies licensed to write such insurance in Connecticut. Such insurance shall remain in place for the duration of the Agreement, and shall not be diminished without the prior written approval of the Town. Certificates of Insurance are attached hereto as Exhibit B.

4. The Operator shall within ten (10) days after the receipt of the Agreement furnish the Town with a Performance Bond in the amount of \$100,000 (One Hundred thousand dollars), conditioned upon the performance by the Operator of all undertakings, covenants, terms, and

conditions of the Agreement. Such Bonds shall be executed by the Operator and shall be in a form acceptable to the Town Director of Finance. When Surety Company Bonds are used, the corporate bonding company shall be licensed to transact such business in the State of Connecticut and names on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Operator. If at any time a surety or any such bond is declared as bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, Operator shall within ten (10) days after notice from the Town to do so, substitute an acceptance Bond (or Bond) in such form and sum as may be satisfactory to the Town. The premiums on such Bond shall be paid by the Operator.

5. The Operator will indemnify and hold harmless the Town and their agents and employees from and against all Claims, Damage, Loss or Expense, including Attorney's fees arising out of or resulting from the performance of the Work, provided that any such Claims, Damages, Loss or Expense is attributed to Bodily Injury, Sickness, Disease, or Death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Operator and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6. In any and all claims against the Town or any of their agents or employees, by any employee of the Operator or Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification Obligation shall not be limited in any way by any limitation on the amount or type damages, compensation or benefits payable by or for the Operator or any Subcontractor under Workman's Compensation Acts, Disability Acts, Disability Benefit Acts or other Employee Benefit Acts.

7. The Operator shall file the requisite Performance Bond and Certificate of Insurance as specified in the Request for Proposal package, and execute said Agreement in triplicate within ten (10) calendar days from the date when the Agreement is delivered to the Operator, and in case of failure to do so, the person or firm will be considered to have abandoned the Agreement.

8. The Town, within ten (10) days of receipt of the acceptance Insurance Certificates, Performance Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Operator may, with WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

9. The Operator further agrees, that if it intends to use a fictitious trade name, that an acceptable certificate will be filed with the Simsbury Town Clerk as required by law showing the proper officer or person authorized to sign said contract.

10. The Operator agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.

11. It is understood that time is of the essence in this contract and the Operator agrees to commence within the time specified in the agreement.

SECTION II

TOWN'S RESPONSIBILITIES

1. The Town has no obligation to provide any personnel or equipment of any kind for use by the Operator in the performance of the Operator's duties and responsibilities under this Agreement.

2. The Town reserves the right to dispose of clean fill, road sweepings, scrap metal, brush/logs, and wood chips at the site, at its convenience and at no cost. The Town will pay its share of any chipping cost for Town delivered materials. The Town will handle all on-site fill, sweepings, and leaves.

3. The Town may dispose of small quantities (not to exceed 2 Tons/month) of bulky waste and MSW reject items at the Operator's facility, at no charge to the Town.

SECTION III

CHANGES TO SCOPE OF WORK

A. **GENERAL**: Should additional services, other than those outlined above, be requested by the Town, these additional services will be handled by an amendment to the Agreement executed with the same formalities as this Agreement. Any approved expenses for additional work allowed by amendment will be billed to the Town as set forth herein at the prices quoted in the Operator's June 17, 2010 proposal. Operator expressly agrees to hold its prices for no less than 18 months from the date of the proposal.

SECTION IV

TERMINATION, SUSPENSION OR ABANDONMENT

A. **ABANDONMENT OF PROJECT**: This Agreement may be terminated by the Town upon at least thirty (30) days written notice to the Operator for the Town's convenience and without cause or in the event that the Project is permanently abandoned or any adverse decision by any agency of the State of Connecticut concerning the use or licensure of the site as a bulky waste transfer facility, specifically including any determination by the Connecticut Attorney

General that this Agreement is in violation of or inconsistent with the terms of the Amos Eno Deed.

SECTION V

DISPUTE RESOLUTION

A. **MEDIATION**: If a dispute arises out of or relates to this Agreement, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation under the Mediation Rules of the American Arbitration Association, before having recourse to a judicial forum.

B. **ARBITRATION**: The parties shall not be required to submit to arbitration. However, if the parties mutually agree to arbitrate, then the arbitration shall be held in accordance with the Arbitration Rules of the American Arbitration Association.

SECTION VI

MISCELLANEOUS PROVISIONS

A. **GOVERNING LAW**: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. The laws of the State of Connecticut shall govern the Agreement. Each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. The place of performance and transaction of business shall be deemed to be the State of Connecticut, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Connecticut, and, more specifically, Hartford County. In any successful action by the Town to enforce this Agreement, the Town shall be entitled to recover its attorney's fees and expenses incurred in such action.

B. **ASSIGNABILITY**: Neither the Town nor the Operator shall assign this Agreement without the written consent of the other. The Operator is not prohibited from assigning the proceeds due hereunder to a bank or other financial institution.

C. **ENTIRE AGREEMENT**: This Agreement represents the entire and integrated agreement between the Town and Operator and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Operator. Operator's Proposal dated June 17, 2010 and Connecticut DEP Permit to Operate #1280909-PO are incorporated herein by reference and made a part hereof. This Agreement supersedes all prior agreements and understandings between the parties and may not be modified or terminated orally. No supplement, modification, waiver, termination, or request for additional payment under this Agreement, or any provision

hereof, shall be binding unless executed in writing and signed by both parties. No waiver of any provisions of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless so expressly provided.

D. THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Operator.

E. OPERATOR'S USE OF THE PROJECT FOR PROMOTIONAL PURPOSES: The Operator shall have the right to include representations of the Project, produced for the Project, among the Operator's promotional and professional materials.

F. MULTIPLE COPIES OF THIS AGREEMENT: This Agreement may be executed in various counterparts, and each such counterpart shall constitute an original.

G. SUCCESSORS AND ASSIGNS: The Town and Operator, respectively, bind themselves, their partners, successors, and assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

H. NUMBER AND GENDER: In the above Agreement the use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Agreement may require.

I. DEFECTIVE WORK: The performance of services or acceptance of the work product required hereunder shall not relieve the Operator from obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate, or defective work shall be remedied by the Operator on demand without cost to the Town.

J. PLACE OF EMPLOYMENT: The Operator may perform the tasks set forth in this agreement in such place and at such times as may be convenient and appropriate, so long as the tasks are completed in a timely manner within the time limits set forth in this Agreement. It is understood that the time within which the work is to be performed is of primary importance and of the essence of this Agreement. The Operator will proceed in a timely manner upon entry to this Agreement.

K. CONFIDENTIAL INFORMATION: The Operator agrees that any report or conclusions related to its work product are for the confidential information of the Town and that it will not disclose, without the Town's prior written permission, its conclusions, in whole or in part, to any person or entity whatsoever, other than to submit its written report to the Town; and will only discuss the same with it or its authorized representatives, or in response to an appropriate order properly served from a court or administrative entity with appropriate jurisdiction.

L. **CONFLICT OF INTEREST:** No employee, officer or agent of the Town shall participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested; nor shall any employee, officer or agent of the Town have any interest direct or indirect in this contract or the proceeds thereof. The Operator understands and agrees that Chapter 13 of the Simsbury Code of Ordinances, Code of Ethics, is incorporated herein as if fully set forth. The Operator further agrees that its officers, agents and employees assigned to this project shall execute the Acknowledgement Form required by the Code of Ethics prior to the commencement of work under this Agreement. The Code of Ethics is attached as Exhibit D.

M. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Operator agrees to comply with the nondiscrimination provisions of the laws of the State of Connecticut and the Town to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner in which provides equal employment opportunity and tends to eliminate any inequality based upon race, religion, national origin or sex.

N. **SUPPLIERS AND SUBCONTRACTORS:** The Operator shall supply the names and address of major Suppliers and Subcontractors when requested to do so by the Town.

O. **COMPLIANCE WITH FEDERAL AND STATE LAW:** The Operator's attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over operations of the facility shall apply, and each is incorporated herein by reference and each will be deemed to be included in the Agreement.

P. **STATE AND FEDERAL TAXES:** The Contractor shall be responsible for any applicable Connecticut State or Federal Taxes, as may apply to the operations.

Q. **METHODS OF HANDLING:** The Equipment proposed to be used to handle and transfer bulky waste shall be specified prior to the execution of this Agreement. Equipment shall comply with Connecticut DEP Permit to operate #1280909-PO. The Operator must be prepared to use permanent equipment, as specified in the permit. The Operator shall supply and operate sufficient transfer equipment such that undue delay is not created for users.

R. **TRANSFER VEHICLES AND OPERATORS.** The Operator shall specify whether or not the responsible operation personnel possess Connecticut DEP Transfer Station Operator Certifications. If personnel already have certifications, the names and addresses of personnel must be submitted.

If certifications are not already possessed, a schedule of personnel proposed to obtain the certifications must be submitted, along with the estimated time to obtain the certifications.

S. **TRANSFER VEHICLES AND OPERATORS.** A list of proposed vehicles, including make, model, and year of equipment shall be submitted. Copies of Operators CDL's will be submitted, upon request.

T. **DISPOSAL SITES.** In addition to the sites set forth herein, the Operator has a continuing duty to identify facilities that are proposed to receive bulky waste and MSW rejects. Evidence shall be submitted to the Town which verifies that such facilities are approved, by the appropriate State agency, for receiving the bulky waste and MSW rejects. The Town retains the right to disapprove any facility for cause. Monthly reports shall be submitted from each such facility.

U. **TOWN CHARGES TO CONTRACTOR.** If the Operator desires to use any equipment owned by the Town, on an interim basis, the time, duration and payment for such use shall be defined in detail. The Operator will be charged a fee of \$100/month for required stormwater permits, and groundwater monitoring. The Town will invoice the Operator on a monthly basis. Payments shall be received within 30 days of invoicing.

V. **SITE CONDITIONS.** The Operator shall be responsible for snow plowing, ice control, sweeping and general orderliness of the transfer facility to the satisfaction of the Town. Site maintenance required for the facility's storm water permit shall be the responsibility of the Operator. The Operator shall specify if this work will be done by Operator or by a subcontractor.

W. **SUBCONTRACTORS.** The Operator shall submit the names of all subcontractors, if any, that will be utilized in operating the facility. All subcontractors shall be subject to the review and approval of the Town of Simsbury.

X. **CERTIFICATE OF NON-COLLUSION.** The Operator shall submit a Certificate of Non-Collusion with the corporate seal, and notarized.

Y. **PUBLIC COMMUNICATIONS AREA.** The Operator shall make provision for residents of Simsbury to have a safe area to share their thoughts and ideas with other residents of Simsbury. The provisions of such an area shall be in accordance with the Simsbury Bulky Waste Facility Public Communication Area policy attached hereto as Exhibit E and made a part hereof.

SECTION VII

TIME

- A. **OPERATIONAL HOURS:** The Operator shall operate the facility as set forth herein at hours of operation as agreed to in writing by the Town. Said hours of operation shall be at least every Wednesday and every Saturday, 8:00 a.m. to 3:00 p.m. The Operator shall not change the hours of operation without prior written approval of the Town.
- B. **MAXIMUM TERM:** The term of this Agreement shall be three (3) years retroactive to the date of July 1, 2010, with an option for three (3), 1 year extension periods, upon mutual agreement of the Operator and the Town agreed by the parties in writing.

SECTION VIII

PAYMENT

A. **OPERATOR FEES:**

Payments to the Operator shall be solely from Fees as approved by the Town collected by the Operator from users of the facility. All fees charged by the Operator shall be approved by the Board of Selectmen in advance. In the event that the Board of Selectmen changes the Fees during the term of this Agreement the Operator shall change its fees accordingly. The Fees charged are set forth in Exhibit C. The Operator agrees to accept Recyclable Items as outlined in Exhibit C at no charge. Subject to the approval of the Board of Selectmen, the Operator may charge an annual Permit Fee of \$10.00 per Simsbury household. The Town is under no obligation whatsoever to provide any revenue of any amount directly to the Operator under the terms of this Agreement.

B. **EXPENSES:**

There shall be no expenses allowed under this Agreement.

C. **OTHER PAYMENT PROVISIONS:**

1. The Operator is not permitted to incur any expenses which are to be charged against the Town without written consent of the Town.
2. The Operator is an independent contractor and shall be responsible for all wages and compensation paid to other individuals or entities in connection with the completion of the tasks covered by this Agreement.

3. The Operator is an independent contractor and shall furnish all supplies necessary for completion of the tasks at its own expense.

IN WITNESS WHEREOF, the Town and the Operator have executed this Agreement as of the date set forth above.

TOWN:
TOWN OF SIMSBURY

By: Mary A. Glassman
Mary A. Glassman
Its First Selectman,
Duly Authorized.

OPERATOR:
PAINE'S INC.

By: Michael R. Paine
Michael R. Paine
Its President,
Duly Authorized.

Exhibit E

Simsbury Bulky Waste Facility Public Communication Area

The purpose of this policy is to provide the residents of Simsbury with a safe area to share their thoughts and ideas with other residents of Simsbury. All who come onto the Simsbury Bulky Waste Facility (SBWF) property will fully follow all of the rules and all directions of Paine's staff, and policies of the Town of Simsbury.

This Public Communication Area (PCA) will not be used for any commercial ventures including the selling of business merchandise, product or items. Requests by non-profits to sell merchandise will be reviewed on a case by case basis.

Users shall inform Paine's of their intended use of the PCA. No more than one group will be granted permission to use the PCA at a time. The decision to amend use of the PCA due to site operations may be made by Paine's.

Paine's will designate a safe area that will be the PCA. The PCA will be adequate for the public to park and communicate with the individual or individuals that are operating in the PCA. In order to maintain a safe work area on the property and to protect the public as well as the person or persons in the PCA, no one may operate outside the boundaries of the PCA safe area lines. In the event that someone does not completely and fully follow these rules, that individual or individuals will lose their right to use the PCA and will be directed to immediately leave the site and not return. Repeated failure to properly use the PCA area will be cause for permanent loss of use of the SBWF and the PCA, upon review of the failures by Paine's and the Town.

The Simsbury Bulky Waste Facility (SBWF) is managed by Paine's. All of the operations at the SBWF are under Paine's management and all individuals will follow the directions of the Paine's personnel while at the SBWF to allow for the safety, well being and protection of all who use the SBWF site.

Paine's contact information: Paine's Incorporated
P.O. Box 307
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This policy may be amended by Mutual agreement between Paine's and the Town of Simsbury.

Revision Date 11/24/2010