



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

RENEWAL Application for a Permit to Construct and Operate a Solid Waste Facility

Use the [Instructions for Completing the Renewal Application to Construct and Operate a Solid Waste Facility \(DEEP-SW-INST-106\)](#) to assist in completing this form. Print or type unless otherwise noted. Your submittal to DEEP must include: This completed *Permit Application Form* (DEEP SW-APP-106) and all required supporting documents, including a copy of the published notice of permit application and the completed [Certification of Notice Form](#) and the fee.

A renewal application cannot include any proposed changes to the existing design, capacity, process or operation of the facility, including the Facility Plan engineering drawings and the Operation and Maintenance Plan, that would require a modified permit pursuant to section 22a-208a(d)(1) of the Connecticut General Statutes (“CGS”). For those proposed modifications, a pre-application meeting must be scheduled by contacting the Bureau of Materials Management and Compliance Assurance at 860-424-3366. If you are seeking to transfer ownership of an existing solid waste facility license, you must use the [License Transfer Form](#) (DEEP-APP-006).

Part I: Permit Type

- In the table below, check only one box in the left column to identify the type of solid waste facility for which you currently hold a permit. Provide the existing permit number and expiration date. Complete one permit application for each solid waste facility requiring a permit renewal.

✓	Solid Waste Facility Types (Check the type of permit you are renewing)	Renewal Fee	Permit No.	Expiration Date	DEEP Use Only
					PROG/REV. ID
Volume Reduction Plants					
<input type="checkbox"/>	Construction and Demolition Waste Processing Facility ≤100 tons/day	\$660.00			Volume reduction plant/ [2098]
<input type="checkbox"/>	Construction and Demolition Waste Processing Facility >100 tons/day	\$660.00			Volume reduction plant/ [2097]
<input type="checkbox"/>	Intermediate Processing Center	\$660.00			Volume reduction plant/ [2094]
<input type="checkbox"/>	Land Clearing/Clean Wood Processing Facility	\$660.00			Volume reduction plant/ [2095]
<input type="checkbox"/>	Source-Separated Organic Material Composting Facility ≤100 tons/day	\$330.00			Volume reduction plant/ [310]
<input type="checkbox"/>	Source Separated Organic Composting Facility >100 tons/day	\$330.00			Volume reduction plant/ [2092]
<input type="checkbox"/>	Resources Recovery Facility	\$1,400.00			Volume reduction plant/ [308]
<input type="checkbox"/>	Sludge Processing Facility	\$660.00			Volume reduction plant/ [2096]

CPPU USE ONLY	
App #:	_____
Doc #:	_____
Check #:	_____
Program/Environmental Interest: See Below	

Part I: Permit Type (continued)

✓	Solid Waste Facility Types (Check the type of permit you are renewing)	Renewal Fee	Permit No.	Expiration Date	DEEP Use Only
Volume Reduction Plants					
<input type="checkbox"/>	All Other Volume Reduction Plants Refer to instructions Specify:	\$660.00			Volume reduction plant/ [311]
Transfer Stations					
<input checked="" type="checkbox"/>	Transfer Station ≤ 75 tons/day	\$660.00	06401323-PCO	11/14/2024	Transfer facility/ [309]
<input type="checkbox"/>	Transfer Station > 75 and ≤ 150 tons/day	\$660.00			Transfer facility/ [309]
<input type="checkbox"/>	Transfer Station > 150 tons/day	\$660.00			Transfer facility/ [309]
Biomedical Waste Treatment Facility					
<input type="checkbox"/>	Biomedical Waste Treatment Facility	\$660.00			Volume reduction plant/ [312]
Existing Permit Information					
2. Town where the facility is located : <u>Hartford</u>					
3. Brief description of Operations/Activities: This facility provides temporary storage of less than or equal to 75 tons / day for potentially polluted and/or contaminated soil that is generated by MDC sewer and water main repair and installations within its eight member town area.					
4. Additional Permit Information					
If the facility is licensed by any other Solid Waste or Hazardous Waste individual permit, general permit or an emergency or temporary authorization, provide:					
Permit or Authorization Number(s)	Expiration Date	License Type (Individual Permit, General Permit, Emergency Authorization, Approval letter)			

Part II: Public Notice Information

PUBLIC NOTICE INFORMATION		
The public notice of application must be published prior to submitting an application, as required in section 22a-6g of the CGS. A copy of the published notice of application and the completed Certification of Notice Form must be included as Attachment AA to this application. Your application will not be processed if Attachment AA is not included.	Date of Publication	

Part III: Applicant Information

- If an applicant 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 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](#)).
- If an applicant 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.

1. Applicant

a) Applicant Name: The Metropolitan District

Mailing Address: 555 Main Street

City/Town: Hartford

State: CT

Zip Code: 06415

Business Phone: 860-278-7850

ext.:

Contact Person: Andrew Perham

Phone: 860-278-7850 ext. 3449

*E-mail: aperham@themdc.com

*By providing this e-mail address you are agreeing to receive official correspondence from DEEP, at this electronic address, concerning the subject application, in addition to receiving notices or documents that are required by law to be sent by certified mail or registered mail. 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.

b) Applicant Type (check one):

individual federal agency state agency municipality tribal

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

i) business type: corporation limited liability company limited partnership

limited liability partnership statutory trust

Other: _____

ii) Secretary of State business ID #: _____ This information can be accessed at the Secretary of State's database ([CONCORD](#)).

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

If not registered with the Secretary of State's office check type:

Sole Proprietorship General Partnership

c) Applicant's interest in property at which the existing activity is to be located (check all that apply):

site owner option holder lessee

easement holder operator other (specify): _____

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

Part III: Applicant Information (continued)

2. Billing contact, if different than the applicant.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Fax:

Contact Person:

Phone:

ext.

*E-mail:

3. Primary contact for departmental correspondence and inquiries, if different than the applicant.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

*E-mail:

4. Attorney, if applicable:

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Attorney:

Phone:

ext.

5. Facility Operator, if different than the applicant:

Name: The Metropolitan District

Mailing Address: 555 Main Street

City/Town: Hartford

State: CT

Zip Code: 06415

Business Phone: 860-278-7850

ext.:

Contact Person: John Fleming

Title:

On-Site Phone:

ext.

*E-mail:

Operator Type (check one):

Individual

Private company

Federal

State

Municipal

Part III: Applicant Information (continued)

6. Site Owner (Owner of the property on which the facility is located) if different than the applicant:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

*E-mail:

Check here if there are additional owners. If so, label and attach additional sheet(s) with the required information as requested above

7. Connecticut Licensed Professional Engineer (P.E.):

The applicant must retain the services of a qualified P.E. to review and certify the supporting documentation for the subject facility.

Name: Craig E. Scott, P.E.

Mailing Address: 231 Brainard Rd

City/Town: Hartford

State: CT

Zip Code: 06114

Business Phone: 860-278-7850

ext.: 3451

Contact Person:

Phone:

ext.

*E-mail: cscott@themdc.com

Service Provided: Prepared Application

8. Engineer(s) or other consultant(s) employed or retained to assist in preparing this application.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.:

Contact Person:

Phone:

ext.

E-mail:

Service Provided:

Check here if additional sheets are necessary, and label and attach them to this sheet.

Part IV: Site Information

1. SITE NAME AND LOCATION

Name of Site: The Metropolitan District

Street Address or Location Description: 125 Maxim Rd

City/Town: Hartford

State: CT

Zip Code: 06114

2. CONSERVATION OR PRESERVATION RESTRICTION: Is the property subject to a conservation or preservation restriction? Yes No

If Yes, proof of written notice of this application to the holder of such restriction or a letter from the holder of such restriction verifying that this application is in compliance with the terms of the restriction, must be submitted and labelled as "Conservation or Preservation Restriction Information".

3. WETLAND AREA: Is the site located in a wetland area? Yes No

4. GROUNDWATER CLASSIFICATION: Ground water classification of the site: GB

5. SURFACE WATER BODIES: Identify surface water bodies which may be impacted: (Attach additional sheets if necessary)

Name: Connecticut River

Surface Water Classification: SC/SB

Name:

Surface Water Classification:

Name:

Surface Water Classification:

Name:

Surface Water Classification:

Part V: Supporting Documents

Select and submit, from the table below, only those documents where minor changes have been made to such documents which were previously submitted and approved by the Department and which do not require the submission of an application to modify the permit. If **no** changes have been made to such documents, the documents may be incorporated by reference in Part VI of this application, with the exception of Attachments AA and A which must be submitted with this application.

Check the appropriate box for each attachment being submitted to verify that *all* applicable attachments have been submitted. When submitting any supporting documents:

- (1) **label each document** with its respective title (e.g., Executive Summary, etc.);
- (2) **include the applicant's** name as entered on Part III of this *Permit Application Form*; and
- (3) be sure to read the [instructions](#) (DEEP-SW-INST-106) for information on completing the following attachments.

Attachment AA: a copy of the published notice of permit application, as described in the instructions, attached to a completed [Certification of Notice Form](#) (DEEP-APP-005A) (**required to be submitted**)

Attachment A: Executive Summary (**required to be submitted**)

The following documents need only be submitted if there have been minor changes since such documents were previously submitted and approved by the department. Please check the appropriate box(es).

[Applicant Compliance Information Form](#) (DEEP-APP-002)

Conservation or Preservation Restriction Information, if applicable.

[Background Information](#) (DEEP-SW-APP-101)

[Statement of Consistency with the current Statewide Comprehensive Materials Management Strategy](#) (DEEP-SW-APP-102)

[Business Information](#) (DEEP-SW-APP-103)

List of all written approvals issued by the Commissioner with associated dates (e.g. "A.6" approvals), to be provided on a separate sheet with a brief description of what was approved and issuance date(s).

Note: If there are proposed changes to any other supporting documentation not listed in this Part, including the previously submitted and approved Facility Plan engineering drawings and Operation and Maintenance Plan, a pre-application meeting must be scheduled to discuss proposed changes. Do not submit revised Facility Plan documents with this application.

Part VI: Documents to be Incorporated by Reference

Certain supporting documents should be incorporated by reference into a renewal application where there has been **NO** change in such documents previously approved by DEEP and where such documents accurately represent current operations. Do not resubmit such documents unless requested by DEEP. The documents that are eligible for incorporation by reference are listed below.

Check the appropriate boxes indicating which documents you are proposing to incorporate into this application by reference and provide the latest date that each document was approved by DEEP.

- | | | |
|-------------------------------------|---|------------------------|
| <input type="checkbox"/> | Conservation or Preservation Restriction Information | Approval Date: |
| <input checked="" type="checkbox"/> | <u>Background Information (DEEP-SW-APP-101):</u> | Approval Date: 3/2010 |
| | <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Operator | |
| <input type="checkbox"/> | <u>Statement of Consistency with the current Statewide Comprehensive Materials Management Strategy (DEEP-SW-APP-102)</u> | Approval Date: |
| <input checked="" type="checkbox"/> | <u>Business Information (DEEP-SW-APP-103)</u> | Approval Date: 11/2019 |
| | <input checked="" type="checkbox"/> Land Ownership Documents | |
| | <input checked="" type="checkbox"/> Ownership, control, and use agreements between all parties involved in the project for the Facility | |
| | <input type="checkbox"/> Service agreements and/or contracts with markets, users, final disposal sites, or other processing facilities | |
| | <input checked="" type="checkbox"/> Organization Chart which illustrates the relationship between all parties involved in the ownership and management of the facility. | |
| | <input type="checkbox"/> Planning and zoning approval (required only for applications to construct and operate landfills, incinerators, or resources recovery facilities) | |
| <input type="checkbox"/> | Facility Plan (not required for applications to construct and operate a solid waste disposal area, e.g. landfill): | Approval Date: |
| | <input type="checkbox"/> Engineering Drawings | |
| | <input type="checkbox"/> Operation and Management Plan | |

Part VII: Certification

The applicant, the individual(s) responsible for actually preparing the application and a professional engineer must sign this part. An application will be considered incomplete unless all required original signatures are provided **and represent the proper signatory authority as specified in Part VII of the instructions**. If the applicant is the preparer, please mark N/A in the spaces provided for the preparer. **(Additional signature pages may be submitted.)**

I have examined all information in support of this renewal application for a solid waste facility permit for the activities which are the subject of this application, including all supporting documentation. I certify that to the best of my knowledge and belief, with the exception of those documents specifically identified in Part V of this renewal application, that *NO* modifications or changes have been made to the existing design, capacity, process or operation of the existing facility, including the Facility Plan engineered drawings and the Operation and Management Plan, since the most recent date such facility's operation was authorized by the Department of Energy and Environmental Protection. Only those documents selected in Part V of this application have changes and therefore are being resubmitted to the department for approval. Supporting documentation, specifically identified in Part VI of this application including the facility plan engineered drawings and the Operation and Management Plan, are being incorporated by reference and are not being resubmitted since such documents were previously submitted and approved by the Department of Energy and Environmental Protection. I further certify that I will submit any documents incorporated by reference to this application or any additional information to the Department of Energy and Environmental Protection upon written request.

I also certify:

- that I have reviewed the most recent DEEP approved coastal boundary maps in the area where existing activities are authorized and if required have submitted a [Coastal Consistency Review Form](#) (DEEP-APP-004), as well as the Site Plan and Operation and Management Plan for the facility to the Office of Long Island Sound Programs. Information on the coastal boundary is available at: 1) www.cteco.uconn.edu/map_catalog.asp (Select the town and then select coastal boundary. If the town is not within the coastal boundary you will not be able to select the coastal boundary map.) or 2) the local town hall or 3) on the "Coastal Boundary Map" available at DEEP Maps and Publications (860-424-3555). If applicable, provide the most recent date of submission of the Coastal Consistency Review Form to the Office of Long Island Sound Programs _____;
- that I have reviewed the most recent "[State and Federal Listed Species and Natural Communities Map](#)" to determine if the existing activities are located within an area identified as a habitat for endangered, threatened or special concern species and if required I have submitted the [Connecticut Natural Diversity Data Base \(CT NDDB\) Review Request Form](#) (DEEP-APP-007) to the address specified on the form.
If applicable, provide the most recent date of submission of the CT NDDB Review Request Form: _____;
- that I have determined if the site is located within a municipality required to establish [Aquifer Protection Areas](#), as defined in section 22a-354a through 354bb of the General Statutes (CGS) and if located within a delineated aquifer protection area, I have registered with the municipal Aquifer Protection Agency or the Department of Energy and Environmental Protection. *If applicable, provide the most recent date of submission of registration and specify the agency: _____.*

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 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.

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

I, the Applicant, certify that I will comply with all notice requirements as listed in Section 22a-6g of the General Statutes.

_____ Signature of Applicant Scott Jellison, P.E. _____ Printed Name of Applicant	_____ Date _____ Chief Executive Officer _____ Title
_____ Signature of Preparer _____ Printed Name of Preparer	_____ Date _____ Title (if applicable)
_____ Signature of Professional Engineer Craig E. Scott, P.E. _____ Printed Name of Professional Engineer	_____ Date _____ Affix Stamp

Please submit:

- (1) completed Application Form;
- (2) 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

Please remember to publish notice of the permit application **prior** to submitting your completed application to DEEP. Send a copy of the published notice to the chief elected official of the municipality in which the regulated activity is proposed, within five business days of the date the application is filed with DEEP and provide DEEP with a copy of the published notice, as described in the instructions, attached to a completed [Certification of Notice Form](#) (DEEP-APP-005A) as Attachment AA to this application.

SUPPORTING DOCUMENTS

ATTACHMENT A

EXECUTIVE SUMMARY

Table of Contents

Application Documents

Permit Application for Construction and Operation of a Solid Waste Facility – 13 pages

Supporting Documents

- Attachment AA: Public Notice Information
- Attachment A: Executive Summary – 1 page
- Applicant Compliance Information – 2 pages
- Statement of Consistency with the Current Statewide Comprehensive Materials Management Strategy – 4 pages
- Business Information – 17 pages
- Facility Plan
 - Engineering Drawings – 1 page
 - Operation and Management Plan – 5 pages
 - MDC Soil Management Evaluation Form – 1 page

ATTACHMENT AA
NOTICE OF PERMIT APPLICATION



Connecticut Department of Energy & Environmental Protection

Certification of Notice Form - Notice of Application

DEEP USE ONLY
Division
Application No.

I, Andrew Perham, certify that the attached notice represents a true copy of the notice that appeared in The Hartford Courant on July 12, 2024. I also certify that I have provided a copy of said notice to the chief elected municipal official listed below as required by section 22a-6g CGS.
Arunan Arulampalam Mayor
Name of Official Title of Official
550 Main Street
Address
Hartford CT 06103
City/Town State Zip Code
Signature of Applicant 7/17/24
Andrew Perham Construction Manager
Name of Applicant (print or type) Title (if applicable)

Order ID: 7664846

* Agency Commission not included

GROSS PRICE * : \$239.35

PACKAGE NAME: Legal Notice FR Daily

Product(s): Hartford Courant, Affidavits, MyPublicNotices.com

AdSize(s): 1 Column, NO AD SIZE

Run Date(s): Friday, July 12, 2024

Zone: Full Run,Zone

Color Spec. B/W

Preview

NOTICE OF PERMIT APPLICATION
Town: Hartford

Notice is hereby given that The Metropolitan District (MDC; the "applicant") of 555 Main Street, Hartford, CT 06103 has submitted to the Department of Energy and Environmental Protection an application under section 22a-208a of the Connecticut General Statutes for a permit to conduct a regulated activity in the construction, alteration or operation of solid waste facilities.

Specifically, the applicant proposes to operate a soil storage facility (transfer station). Less than 75 tons of soil will be managed per day. This facility provides temporary storage for potentially polluted or contaminated soil that is generated by MDC sewer and water main repair and installations within its eight-member town area. Soil is delivered to this facility typically during normal work hours. Analytical characterization is completed at the facility for proper disposal. The proposed activity will take place at 125 Maxim Road, Hartford, Connecticut. This proposed activity will potentially affect: The Connecticut River.

Interested persons may obtain copies of the application from Mr. Andrew Perham, CHMM, at The Metropolitan District, 555 Main Street, Hartford, CT, 06103. Telephone: (860) 278-7850, ext. 3449.

The application is available for inspection at www.themdc.org/news and at the Department of Energy and Environmental Protection, Bureau of Materials Management and Compliance Assurance, Waste Engineering and Enforcement Division, 79 Elm Street, Hartford, CT 06106-5127, telephone 860-424-3366 from 8:30 to 4:30 Monday through Friday.
7/12/24 7664846



Sales Receipt

Date: 7/10/2024 12:23:49 PM

Adit Order # 7664846

Description: Legal Notice FR Daily
Card Holder Name: Victoria Eseoriza
Billed To: The Metropolitan District
Card Type: MasterCard
Card Number: XXXXXXXXXXXXX4192
Authorization Number: 085466

Products:

Name	Run Date
Hartford Courant	Friday, July 12, 2024
Affidavits	Friday, July 12, 2024
MyPublicNotices.com	Friday, July 12, 2024

Transactions:

Date	Amount
Wednesday, July 10, 2024	0.00
Wednesday, July 10, 2024	239.35
Total: 239.35	

Thank you for your business!

ATTACHMENT A
EXECUTIVE SUMMARY

Attachment A

EXECUTIVE SUMMARY

Project Description

The Metropolitan District (the District) is hereby applying for a renewal of the Permit to Construct and Operate No. 06401323-PCO for a Solid Waste Facility (Transfer Station: ≤ 75 tons per day) that is due to expire on November 14, 2024.

The District generates soil from sewer and water main repair and installation projects daily from its eight-member towns and some parts of Glastonbury, CT. Soil generated from these projects, is transported and temporarily stored at 125 Maxim Road in Hartford, CT, the District's Operations Facility.

The soil storage area comprises approximately 0.3 acres of the 15.11-acre Operations Facility. Two storage bays comprise the storage area facility. The main storage bay is approximately 92 feet long by 55 feet deep (5,060 ft²), the smaller storage bay is 50 feet by 55 feet (2,750 ft²). The bays are approximately 15 feet high. The main bay is designated for the storage of daily soil generation. The smaller bay is utilized by MDC for the storage of catch basin cleanout material.

Observably contaminated soil transported from the job site to the MDC soil storage facility on Maxim Road. This soil is then segregated and covered in the main storage bay. It is then characterized for disposal by an environmental services firm. Depending on the location of the project, soil that is not observably impacted is transported directly to DMR Materials in Bloomfield, CT.

Soil is tracked by District Soil Management Evaluation Forms which are filled out at the project site where the soil is generated. These forms track the location of where the soil was generated, the conditions, the volume of soil and the location of where the soil is delivered.

The District strives to utilize facilities that use, as permitted, the non-contaminated excavated materials.

This is an ongoing activity to support the daily operations of the District.

APPLICANT COMPLIANCE INFORMATION



**Connecticut Department of
Energy & Environmental Protection**

Applicant Compliance Information

DEEP ONLY	
App. No. _____	_____
Co./Ind. No. _____	_____

Applicant Name: The Metropolitan District

Mailing Address: **555 Main Street**

City/Town: **Hartford**

State: **CT**

Zip Code: **06103**

Business Phone: **860-278-7850**

ext.:

Contact Person: **Andrew Perham**

Phone: **860-278-7850** ext. **3449**

*E-mail: **aperham@themdc.com**

If you answer **yes** to any of the questions below, you must complete the Table of Enforcement Actions on the reverse side of this sheet as directed in the instructions for your permit application.

- A. During the five years immediately preceding submission of this application, has the applicant been convicted in any jurisdiction of a criminal violation of any environmental law?

Yes No

- B. During the five years immediately preceding submission of this application, has a civil penalty been imposed upon the applicant in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?

Yes No

- C. During the five years immediately preceding submission of this application, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?

Yes No

- D. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal court issued any order or entered any judgement to the applicant concerning a violation of any environmental law?

Yes No

- E. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal administrative agency issued any order to the applicant concerning a violation of any environmental law?

Yes No

Table of Enforcement Actions

(1) Type of Action	(2a) Date Commenced	(2b) Date Terminated	(3) Jurisdiction	(4) Case/Docket/ Order No.	(5) Description of Violation
-----------------------	---------------------------	----------------------------	---------------------	----------------------------------	---------------------------------

Consent Decree	7/8/2021	Ongoing	US District Court District of Connecticut	Case 3:21-cv- 00715-RNC	MDC's Hartford Water Pollution Control Facility violated EPA's Performance Standards for New Sewage Sludge Incineration Units codified in 40 CFR Part 60 Subpart LLLL
Consent Order	9/1/2022 Modified 7/24/23	Ongoing	CT	Consent Order No. COWRMU22002	MDC violated Clean Water Act and is required to abate overflows from both sanitary and combined sewers throughout the District.

Check the box if additional sheets are attached. Copies of this form may be duplicated for additional space.

BACKGROUND INFORMATION

**STATEMENT OF CONSISTENCY WITH THE
CURRENT STATEWIDE COMPREHENSIVE
MATERIALS MANAGEMENT STRATEGY**

Solid Waste Facilities

Attachment I: Statement of Consistency with the Solid Waste Management Plan

Please complete the form in accordance with the *Instructions for Completing the Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-SW-INST-100). This form must be submitted with the *Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-SW-APP-100). If additional space is required, please attach supplementary pages. Print legibly or type.

The Department of Environmental Protection (DEP) reserves the right to request any other information it deems pertinent.

Applicant Name: **The Metropolitan District**
 (As indicated on the *Permit Application Transmittal Form*)

Identify the solid waste facility type: **Transfer Station (≤ 75 tons/day)**

Part I: Source of Waste

Identify the source(s) (the specific town(s) to be served) of the waste to be transferred/ processed/disposed of and whether the waste is residential, commercial, etc. Include estimated volumes and/or tonnages from each municipality/customer.

Source (Municipality/Customer)	Waste (Residential, Commercial, etc.)	Volume/Tonnage
Bloomfield, E Hartford	Soil from street work	100 cubic yards
Hartford, Newington	Soil from street work	200 cubic yards
Rocky Hill, W Hartford	Soil from street work	100 cubic yards
Wethersfield, Windsor	Soil from street work	100 cubic yards
Glastonbury	Soil from street work	10 cubic yards

Part II: Waste Types

Describe each waste type and the quantity that will be handled at the facility. Describe how each waste type will be handled on-site (e.g., compaction, mechanically processed, hand separated, composted, incinerated, etc.).

Waste Type	Quantity	Process(es)
Contaminated Soil	≤ 75 tons/day	Stored for characterization/disposal

Part III: Waste Management

Identify each type of waste, how it is currently managed, and identify its long-term management plan (e.g., reused, recycled, composted, energy recovery, landfilled). If during processing a residue is generated, identify its quantity and/or percentage (e.g., tonnage or volume of residue generated and/or percentage of total waste incoming).

Waste Type	Current Management	Long-Term Management	Residue Quantity/Percentage
Contaminated Soil	Characterized on-site	Off-site disposal	No residue

Part IV: Waste Disposal

List each waste, residue and/or recyclable material and identify the final disposal facility/facilities or market(s) (e.g., list the specific facilities currently used or expected to be used in the future). Verify that the Connecticut facilities are currently permitted by DEP and the out-of state facilities are permitted by their state environmental regulatory agency and identify the permit type.

Wastes/Residues/Recyclables	Final Disposal Facility	Facility Permit Type
Polluted Soil	DMR Materials LLC (CT)	Solid Waste Transfer Station
Polluted / Contaminated Soil	Clean Earth	454 Permit
Polluted / Contaminated Soil	Ted Ondrick (MA)	Level III Recycling

Part V: Contract/Agreements with Disposal Sites and/or Markets

Identify the duration (e.g., spot market, 4 months, 5 years, etc.) of the contract/agreement between the proposed facility and the facilities or markets to which the waste will be finally transported. (Include signed copies of contracts or letters of agreement from the potential disposal sites and/or markets and attach them to this sheet.) Demonstrate that these facilities have available long-term capacity to accept each waste, residue or recyclable from this proposed facility.

Facility Name: **DMR Materials LLC**

Contract Duration: **3 years**

Long Term Capacity Demonstration for each waste/residue/recyclable:

Contract with DMR is for non-contaminated soil, which is not the subject of this application (non-waste).

Facility Name: **Ted Ondrick Company, Chicopee, MA**

Contract Duration: **N/A**

Long Term Capacity Demonstration for each waste/residue/recyclable:

The District does not have a contract with Ondrick. However, MDC does utilize their services as needed for final disposal of contaminated soil. The Ted Ondrick Company operates and maintains a permitted facility in Chicopee, MA which accepts, treats, tests, stores and reuses hazardous and non-hazardous contaminated soils. The company's permit assures wastes received and processed by this facility are properly managed.

Facility Name: **Clean Earth, Plainville, CT**

Contract Duration: **N/A**

Long Term Capacity Demonstration for each waste/residue/recyclable: **The District does not have a contract with Clean Earth. However, MDC does utilize their services as needed for final disposal of contaminated soil. Clean Earth operates and maintains a permitted soil treatment facility in Plainville, CT which accepts, treats, tests, stores and reuses non-hazardous contaminated soils. The company's permit assures wastes are received and processed by this facility are properly managed.**

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Part VI: Other Solid Waste Facilities

Are there any similar solid waste facilities currently operating in the area(s) to be served by this proposed facility?

Yes No

If yes, provide their names and addresses below.

Facility Name:			
Address:			
City/Town:	State:	Zip Code:	
Facility Name:			
Address:			
City/Town:	State:	Zip Code:	
Facility Name:			
Address:			
City/Town:	State:	Zip Code:	

Part VII: Statement of Consistency

In accordance with section 22a-209-4(b) (1) RCSA, the application package must include a statement by the applicant which explains how the proposal relates to and is consistent with the Solid Waste Management Plan (SWMP). Include a comparison of the facility's proposed long term waste management plan to specific goals discussed in the SWMP. Check here if additional sheets are necessary, and label and attach them to this sheet.

The District generates waste soil from its eight member towns and parts of Glastonbury, Connecticut as part of on-going operations water and sewer maintenance and installation.

Soil is generated from street projects that include water and sewer main repairs and installation. Less than five percent of the soil generated exhibits petroleum or other chemical odor or staining and is further characterized for, and delivered to, outlets permitted to use this material. Soil that does exhibit petroleum odor or staining is managed at the 125 Maxim Rd facility through its characterization and transportation to a permitted disposal facility. All soil generated by MDC from these projects is tracked using a Soil Management Evaluation Form. This form records the identification and placement of soil from its point of generation to point of temporary storage.

Soil that is brought to the storage facility at 125 Maxim Road and considered either clean fill or polluted soil is delivered to DMR Materials LLC (DMR) in Bloomfield, CT. DMR uses polluted soils on construction projects that include asphalt generation for road base and other industrial land uses that allow polluted soil use as per the CT DEEP Remediation Standard Regulations.

The District also strives to minimize waste soil generation by only excavating areas that are necessary to complete the required task while employing industry standard erosion and sediment control practices.

If soil is contaminated or hazardous, the District would arrange, through Environmental Services Inc. (ESI), proper disposal at a facility licensed to receive and treat such waste.

BUSINESS INFORMATION

Solid Waste Facilities

Attachment J: Business Information

All permit applications, or license transfer requests, *for a solid waste facility*, must complete this form and attach all of the listed required documentation.

Part I: General Information

1. Applicant Name: **The Metropolitan District**
2. Facility Name: **Operations Facility**
3. Identify the solid waste facility type: **Transfer Station (<75 tons/day)**
4. Is a surety specifically required by statute or regulation for the proposed project? Yes No
5. Are you prepared to post a bond or other surety related to any permits, certificates or approvals granted to you through this application? Yes No

Part II: Required Documentation

Check each box by each of the listed requirements as verification that all documentation has been submitted. Label each attachment as listed below and include the applicant's name on each document.

Financial Stability Information:

Attachment 1: A detailed statement from a Certified Public Accountant which demonstrates the financial capacity of the applicant to develop and operate the project in a manner consistent with Connecticut environmental laws and standards.

Attachment 2: With respect to the costs of financing, design, construction and start-up of the proposed facility, provide the following information.

Note: for license transfer requests, if the facility is fully constructed, and already operating, provide the date operations began and skip to Attachment 3. Date Operations Began

Estimated cost and identification of the source of funds for each facility;

Identification and discussion of the proposed method of financing costs which will not be paid from the applicant's own resources;

For costs to be paid from the applicant's own resources, demonstration that such resources are available (which may include third party assurances);

Has the applicant, or its affiliates, ever implemented a project of comparable magnitude? If so, explain.

If the proposed facility involves one million dollars or more in total capital cost, include a statement from an independent third party, certifying as to the reasonableness of such information.

Part II: Required Documentation continued on next page

Part II: Required Documentation, continued

Financial Stability Information, continued:

- Attachment 3: With respect to the on-going operation of the facility, provide the following information:

An estimate of the cost of operating and maintaining the facility, and a discussion of the source of revenues to pay such costs;

A discussion of the financial capacity of the applicant to properly operate the facility, and the proposed method of addressing potential, unexpected costs associated with environmental compliance, breakdowns, malfunctions and related events;

If other parties will be responsible for the operation of the facility, demonstrate the ability of such parties to meet the financial capacity to do so.

Land Ownership Documents:

- Attachment 4: In accordance with section 22a-209-4(b)(1) RCSA, signed copies of any lease, deed or other agreements regarding the ownership, control, or use of the facility by the applicant. Such documents include but are not limited to land deeds (e.g., warranty deed; certified deed; lease agreement; etc.).

Agreements Between Parties and Service Agreements and Contracts:

- Attachment 5: Copies of all contracts and agreements (e.g., bridge agreements; agreements between the applicant and owner, operator, municipality(s), regional authority, markets, disposal facility(s), other processing facilities, etc.)

(Note: All contracts required by section 22a-213 CGS and section 22a-209-5 RCSA involving a municipality *must be approved by DEP.*)

Organization Chart:

- Attachment 6: An organization chart, which illustrates the relationship between all parties involved in the ownership and management of the facility.

ATTACHMENT J: BUSINESS INFORMATION

Part I: General Information

See Attachment Business Information form, included.

Part II: Required Documentation

1. Financial Stability Information

- a. MDC is audited annually as a municipality. The past five audits are on file electronically in the office of the State Treasurer.
- b. Not applicable. The facility has been operating under an *Individual Permit to Construct and Operate a Solid Waste Facility* since January 27, 2012.
- c. The cost of operating the soil storage facility is minimal. There was an initial cost of buying approximately 250 concrete blocks and furnishing the labor and equipment to construct the soil storage bays (see Attachment K). Each block cost approximately \$50 each (~\$12,500 total). The facility's existing construction equipment supports the operation of the soil storage area by loading soil into transport trucks.

The 15 cubic yard roll off that was formerly used for storing observably impacted soil (gross contamination / odor) is no longer on site. It was impractical for loaders to utilize the roll off since it can only hold about 7-8 cy of soil. It would also require double handling of soil. Soil with these characteristics is stored in a separate bay, covered with poly and characterized for disposal separately by a third-party vendor.

Soil is brought to the facility by tri-axle dump trucks. This heavy equipment is necessary to manage facility operations, regardless of the needs of the soil storage area. Since such a small volume of contaminated soil is managed daily, the purchase of dedicated equipment, or hiring of dedicated personnel, is not needed. Fuel costs for operating the soil storage facility are a small percentage of the overall fuel costs for operating the Operations yard.

Analytical costs of characterizing waste soil for disposal costs approximately \$500 per 500 cubic yards. Depending on the disposal facility, tipping fees for contaminated soil can be up to \$100 per ton. The District typically manages no more than 1,000 cubic yards of contaminated soil annually.

No other parties are responsible for the operation of the facility.

Operation of the facility, and for most of MDC Operations, is funded through taxation on member towns and a sewer user charge for tax exempt and high flow users. Funding is also supported by domestic, commercial and industrial customers through water usage rates.

2. Land Ownership Documents

Incorporated by reference - 2017 (Permit #: 06401323-PCO)

3. Agreements between Parties and Service Agreements and Contracts:

Attachment 5: The Metropolitan District currently utilizes the State on-call environmental services contract with Environmental Services, Inc. of South Windsor, CT (ESI). ESI coordinates the characterization and disposal of observably contaminated soil that arrives at the soil storage facility. The District has a contract with DMR Materials, LLC of Bloomfield, CT for the storage of the daily generation of soil.

The following documents are included:

- a. Contract Award for the Environmental Services contract (19PSX0249)
- b. Contract Award for the DMR Materials contract (2023B-70).

4. Organization Chart:

Incorporated by reference - 2017 (Permit #: 06401323-PCO)

ATTACHMENT J: BUSINESS INFORMATION

Part II. Required Documentation

Agreements Between Parties and Service Agreements and Contracts

MDC



THE METROPOLITAN DISTRICT
HARTFORD COUNTY, CONNECTICUT

INVITATION TO BID
RECYCLING OF SOIL EXCAVATED FROM TOWNS SERVED BY
THE METROPOLITAN DISTRICT
SOLICITATION NUMBER: 2023B-70

ISSUE DATE: October 4, 2023

BIDS DUE: November 6, 2023 at 10:30 AM Eastern Time

Sealed proposals will be received by the Office of District Clerk at 555 Main Street, Hartford, Connecticut until the date and time specified above and will be publicly opened and read.

NOTICE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.

Bid Proposal Submitted By:

DMR Materials, LLC

Company Name

100 Old Iron Ore Road

Street Address

Bloomfield

City

CT

State

06002

Zip

46-3383507

Federal Tax ID

US-CT.BER:1114441

CT State Business License Number

Rachel K. Bercowetz

Company Contact Person

Rachel@DMRmaterials.com (860)-819-4246

Email Address

Phone Number

Registered with the MDC on ProcureWare?* Yes

*Registration with the MDC on ProcureWare is mandatory.

Pre-Qualified with State of CT DAS? Yes

No

N/A

**PART V
AGREEMENT**

THE METROPOLITAN DISTRICT
CONTRACT NUMBER 2023B-70

AGREEMENT

Recycling of Soil Excavated from Towns Served by the Metropolitan District

5.01 This Agreement (the "Agreement" or "Contract"), made and entered into this 4 day of December, in the year 2023 by and between THE METROPOLITAN DISTRICT ("MDC"), a Connecticut municipal corporation having its territorial limits in the County of Hartford and the State of Connecticut, and its principle office at 555 Main Street, Hartford, CT 06103 and DMR Materials, a LLC corporation having its principle office at 100 Old Iron Ore Rd ("CONTRACTOR").

Bloomfield CT 06002

WITNESSETH

- 5.02 That the MDC and the Contractor, each in consideration of the undertaking promises and agreements on the part of the other, have, by reason of a Bid made by Contractor on November 6, 2023 (the "Bid"), and an award of Contract made by the MDC on _____, promise and agree, the MDC for itself and its successors and assigns and the Contractor for itself and its heirs, executors and administrators, and successors do hereby agree, promise and undertake as follows:
- 5.03 **OBLIGATIONS OF CONTRACTOR.** The Contractor shall, at its own proper cost, charge and expense, furnish all materials required by this Contract, with appurtenances of every kind complete in the manner and within the time stipulated by the MDC, but if not so stipulated, then as stated by the Bid submitted by Contractor. All materials to be furnished under this Contract shall be furnished and completed pursuant to, and strictly in conformance with the solicitation package for this Agreement, including any and all addenda thereto (collectively, the "Solicitation") and all specifications and contract drawings, if any, set forth or referenced in such package (collectively, the "Specifications"), which Solicitation and Specifications are made a part hereof as if fully set forth herein. The term "Contract Documents," as used herein, shall mean this Agreement, the Solicitation, the Specifications, the Bid and any other documents submitted by Contractor in response to or in connection with this Solicitation.
- 5.04 **ASSIGNMENT.** The Contractor shall not assign, transfer, convey or otherwise dispose of or part with the control of this Contract or any part thereof without the previous consent, in writing, of the MDC. Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent in writing. Any such attempted assignment shall, at the option of the MDC, forthwith work an avoidance of this Contract, or may be treated by the MDC as null and void.
- 5.05 **LIABILITY AND INDEMNITY.** The Contractor shall assume the defense of and indemnify and save harmless the MDC and its officers and agents from all claims for payment of labor used on and materials furnished for the work, including taxes applicable thereto, and from all claims against the MDC for alleged infringement of

patents by or by reason of any method of fabrication used in the work or the use of any appliance, process or apparatus or material which may be furnished under this Contract.

- 5.06 AVOIDANCE OR ABANDONMENT. If this Contract, or any part thereof, shall be assigned without the previous written consent of the MDC, or if the MDC is of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has willfully violated or is willfully violating any of the provisions of this Contract or the Specifications, the MDC may notify the Contractor to discontinue all work or any part thereof under this Contract, by a written notice to be served upon the Contractor, and thereupon the Contractor shall discontinue such work, or such part thereof as the MDC may designate, and the MDC may thereupon, by contract or otherwise as it may determine, take such steps as the MDC may deem necessary to continue and complete the work, or such part thereof, and charge the entire expense of such completion of the work, or part thereof, to the Contractor.

All expenses charged under this section shall be deducted and paid by the MDC out of any moneys then due or to become due the Contractor under this Contract, or any part thereof, as if the same had been completed by it; and in such accounting the MDC shall not be held to obtain the lowest figures for the work of completing the Contract, or any part thereof, or for ensuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor. In case the expenses so charged shall exceed the unpaid balance of the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the MDC.

When any particular part of the work is being carried on by the MDC, by contract or otherwise, under the provisions of this section of the Contract, the Contractor shall continue the remainder of the work in conformity with the terms of this Contract. Neither notice to the Contractor to discontinue work on any part of the Contract, nor the discontinuance thereof by the Contractor, shall in any way diminish the liability of the Contractor to indemnify and save harmless the MDC, as provided hereinbefore, unless and until the MDC shall have contracted with other parties to complete the work or part thereof and then only with respect to such work or parts thereof as the MDC may have so contracted.

- 5.07 DEFECTIVE WORK. The inspection of the materials shall not relieve the Contractor of any of obligations to fulfill this Contract as prescribed herein, and defective materials may be rejected notwithstanding that such defects in materials may have been previously overlooked by the MDC and such materials accepted or estimated for payment.

If the work, or any part thereof, shall be found inadequate at any time before the final acceptance of the whole work, the Contractor forthwith shall make good such deficiencies in a manner satisfactory to the MDC, and if any services shall be condemned by the MDC as not in conformity with the Specifications, the work shall be corrected by the Contractor at its expense. If the Contractor shall fail to rework any inadequate services after reasonable notice, the MDC may cause such deficient work to be remedied by another contractor and the expense thereof shall be deducted from the amount to be paid the Contractor.

In case the nature of the defective work is such that it is not expedient to have them corrected, or if there have been omissions in the work, the Contractor shall pay the MDC, and the MDC shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as the MDC considers a proper equivalent for the difference between the value of the work specified and that furnished, or a proper equivalent for the damage.

- 5.08 **TIME.** The Contractor agrees that it will perform the work diligently and in accordance with any progress schedules which may be required in the Specifications and will complete all work within the time stipulated in the Solicitation, or as stated by the bidder in the Bid.
- 5.09 **QUANTITIES.** The quantities named in the Bid for the various items of materials to be furnished under this Contract are given only for the purpose of comparing, on a uniform basis, the bids offered for the materials under the Solicitation; and the MDC is not to be held responsible if it is found that any or all of the said estimated quantities are not even approximately correct. The Contractor shall have no claim for anticipated profits or for loss of profits, or for increase in prices bid because of a difference between the quantities of the various items of materials actually delivered and the estimated quantities stated in the Bid.
- 5.10 **PRICES.** The MDC shall pay, and the Contractor shall receive, as full compensation for materials furnished by the Contractor under this Contract, including all work required but not included in the items hereinafter mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen difficulty encountered in the prosecution of the work, and for all risk of every description connected with the work, and for all direct expenses incurred by the suspension or discontinuance of the work as herein specified, and for assuming all duties and liabilities required herein, and for well and faithfully completing the work, and the whole thereof, as provided in this Contract, the sum or sums named in the Bid for furnishing materials, referred to herein-before and made a part hereof, but subject to such retainages or deductions as may be provided for herein, and in accordance with, but not limited by, any interpretative clauses or specific lists of inclusions or exclusions which may appear in the Specifications.
- 5.11 **RETAINAGES.** The MDC may, at its discretion, withhold any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses or damages incurred by the MDC and determined as herein provided, and may retain until all claims are settled so much of such moneys as the MDC shall be of opinion will be required to settle all claims against the MDC and its officers and agents arising due to this Contract and included in the duties and liabilities assumed hereunder by the Contractor, and all claims for labor on the work, and also all claims for materials used in the work, or the MDC may make such settlements and apply thereto any moneys retained under this Contract. If the moneys retained under this Contract are insufficient to pay the sums found by the MDC to be due under the claims for labor and materials, the MDC may, at its discretion, pay the same and the Contractor or his surety shall repay to the MDC all sums as paid out.
- 5.12 **WAIVER.** Neither the inspection of the MDC or its employees, nor any order, measurement, nor any order by the MDC for the payment of money, nor any payment for nor acceptance of the whole or any part of the work by the MDC, nor any extension of time, nor any possession taken by the MDC or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the MDC, or any

right of the MDC to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

- 5.13 TERMINATION. This Agreement may be terminated in whole or in part in writing by the MDC upon two (2) days written notice in the event of failure by the Contractor to fulfill its obligations under this Agreement through no fault of the MDC.

If termination for default is affected by the MDC, an equitable adjustment in the price provided for in this Agreement shall be made, but no amount shall be allowed for anticipated profit on undelivered materials/unperformed services or other work and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. The termination will not affect any rights or remedies of the MDC against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the MDC will not release the Contractor from liability.

This Agreement may be terminated in whole or in part in writing by the MDC for its convenience, provided that the Contractor is given not less than fifteen (15) days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

Upon receipt of a termination action, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate into the work performed by Contractor under this Contract, all materials and equipment stored at the site or for which the MDC has paid the Contractor but which are stored elsewhere and complete the work as the MDC may deem expedient.

Upon termination, the MDC may take over the work, and may award another party a contract to complete the work under this Contract.

To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by The MDC and Contractor.

This Agreement shall become effective on December 4, 2023.

THE METROPOLITAN DISTRICT

CONTRACTOR DMR MATERIALS, LLC

Kelly J. Shane

Rachel Bercowetz

By: Kelly J. Shane
Title: Chief Administrative Officer

By: Rachel Bercowetz
Title: Manager



(CORPORATE SEAL)

Attest

Attest

John S. Mirtle, District Clerk

Jim-Marie Smith
OFFICE MANAGER

Address for giving notices

Address for giving notices

555 Main Street

100 Old Iron Ore Road
Bloomfield, CT 06002

Hartford, CT 06103

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

Approved as to Form and Content:

Christopher R. Stone
District Counsel

CONTRACT AWARD
SP-38 - Rev. 11/14/19
Prev. Rev. 10/23/19

Paul Greco
Contract Specialist

860-713-5189
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0249

Contract Award Date:

30 April 2020

Bid Due Date:

20 March 2020

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Various Environmental Services

FOR:
Department of Administrative Services, Department of Transportation, All Using State Agencies, and Political Subdivisions

TERM OF CONTRACT:
June 1, 2020 through May 31, 2025

AGENCY REQUISITION NUMBER: See file

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
Est. \$ 6,900,000.00		Est. \$1,150,000.00	Est. \$8,050,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

See page two and three for Contractor information.

See page four for Client Agency Contract Utilization.

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **CAROL WILSON**

Title: CT DAS Procurement Director

Date:

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Environmental Services, Inc.	
19PSX0249			
		TERMS: Net45	CASH DISCOUNT: 0% Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$86.00
		Overtime Hourly Rate	\$111.80
		Premium Time Rate	\$154.80
2.	Foreman	Hourly Rate	\$68.00
		Overtime Hourly Rate	\$88.40
		Premium Time Rate	\$122.40
3.	Drillmaster	Hourly Rate	\$75.00
		Overtime Hourly Rate	\$97.50
		Premium Time Rate	\$135.00
4.	Equipment Operator	Hourly Rate	\$62.00
		Overtime Hourly Rate	\$80.60
		Premium Time Rate	\$111.60
5.	Driver	Hourly Rate	\$68.00
		Overtime Hourly Rate	\$88.40
		Premium Time Rate	\$122.40
6.	Experienced Tank Cleaner	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40
7.	Welder	Hourly Rate	\$72.00
		Overtime Hourly Rate	\$93.60
		Premium Time Rate	\$129.60
8.	Laborer	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40
10.	Surveyor/Instrument Operator	Hourly Rate	\$76.00
		Overtime Hourly Rate	\$98.80
		Premium Time Rate	\$136.80
11.	Surveyor/Rodman	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	_____	_____	_____	_____	_____	\$76.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	_____	_____	_____	_____	_____	\$125.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	_____	_____	_____	_____	_____	\$95.00
15.	Tank Trailer (6,500-8,500 gal.)	_____	_____	_____	_____	_____	\$65.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$78.00
17.	Utility Truck under 18,000 G.V.W.	_____	_____	_____	_____	_____	\$30.00
18.	Utility Truck over 18,000 G.V.W.	_____	_____	_____	_____	_____	\$65.00
19.	Four Wheel Drive Truck	_____	_____	_____	_____	_____	\$34.00
20.	Pickup Truck (3/4 - 1 Ton)	_____	_____	_____	_____	_____	\$34.00
21.	Rack Body truck with Lift gate	_____	_____	_____	_____	_____	\$46.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$38.00
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	_____	_____	_____	_____	_____	\$70.00
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$100.00
25.	20 Ton Tag - a - Long Trailer	_____	_____	_____	_____	_____	\$42.00
26.	Flatbed Trailer and Tractor	_____	_____	_____	_____	_____	\$100.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	_____	_____	_____	_____	_____	\$125.00
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	_____	_____	_____	_____	_____	\$148.00
29.	Water Wagon	_____	_____	_____	_____	_____	\$46.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$74.00
31.	Roll Off (30 yard)	_____	_____	_____	_____	_____	\$2.80
32.	Skid Steer Loader	_____	_____	_____	_____	_____	\$62.00
33.	Skid Steer with Power Broom	_____	_____	_____	_____	_____	\$75.00
34.	Loader Backhoe - 15' Dig Depth (min.)	_____	_____	_____	_____	_____	\$78.00
35.	Forklift (propane)	_____	_____	_____	_____	_____	\$32.00
36.	Fork-Truck (Lull)	_____	_____	_____	_____	_____	\$54.00
37.	Grader	_____	_____	_____	_____	_____	\$75.00
38.	Articulating Loader 3 yard (min.)	_____	_____	_____	_____	_____	\$82.00
39.	Articulating Loader 4 ½ CY(min.)	_____	_____	_____	_____	_____	\$82.00
40.	Wheel Loader 7 ½ CY (min.)	_____	_____	_____	_____	_____	\$154.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$62.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$70.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$195.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	_____	_____	_____	_____	_____	\$180.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$75.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	_____	_____	_____	_____	_____	\$65.00
47.	Excavator - 36,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$90.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$100.00
49.	Excavator - 70,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$110.00
50.	Excavator - 90,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$120.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$96.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$155.00
53.	Geoprobe Drill Rig	_____	_____	_____	_____	_____	\$135.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	_____	_____	_____	_____	_____	\$58.00
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	_____	_____	_____	_____	_____	\$230.00
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	_____	_____	_____	_____	_____	\$92.00
57.	Hydraulic Hammer Attachment for Backhoe	_____	_____	_____	_____	_____	\$75.00
58.	Crawler Mounted Asphalt Paver	_____	_____	_____	_____	_____	\$225.00
59.	Vibratory Roller (1-2 ton)	_____	_____	_____	_____	_____	\$60.00
60.	Vibratory Roller (10-20 ton)	_____	_____	_____	_____	_____	\$88.00
61.	Plate Compactor	_____	_____	_____	_____	_____	\$20.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	_____	_____	_____	_____	_____	\$22.00
63.	Read Screen All	_____	_____	_____	_____	_____	\$95.00
64.	Steel Power Work Boat 16' min. (with motor)	_____	_____	_____	_____	_____	\$44.00
65.	Steel Power Work Boat 20' min. (with motor)	_____	_____	_____	_____	_____	\$75.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	_____	_____	_____	_____	_____	\$38.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	_____	_____	_____	_____	_____	\$25.00
68.	3" Trash Pump (with hoses)	_____	_____	_____	_____	_____	\$35.00
69.	6" Trash Pump (with hoses)	_____	_____	_____	_____	_____	\$55.00
70.	2" Submersible Pump (with hoses)	_____	_____	_____	_____	_____	\$20.00
71.	3" Submersible Pump (with hoses)	_____	_____	_____	_____	_____	\$35.00
72.	Sump Pump (with hoses)	_____	_____	_____	_____	_____	\$12.00
73.	Scott Air Packs	_____	_____	_____	_____	_____	\$42.00
74.	Scott 3-Man Portable Air Station	_____	_____	_____	_____	_____	\$88.00
75.	Ventilating Fans (explosion proof)	_____	_____	_____	_____	_____	\$25.00
76.	185 CFM Air Compressor with Jackhammer and Hose	_____	_____	_____	_____	_____	\$32.00
77.	135 CFM Air Compressor	_____	_____	_____	_____	_____	\$32.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	_____	_____	_____	_____	_____	\$60.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	_____	_____	_____	_____	_____	\$50.00
80.	Generator 5 kw	_____	_____	_____	_____	_____	\$23.00
81.	Generator 50 kw	_____	_____	_____	_____	_____	\$60.00
82.	5,000 PSI High-Pressure Blast Cleaning	_____	_____	_____	_____	_____	\$66.00
83.	1,500 PSI (min.) High Water Blasting	_____	_____	_____	_____	_____	\$33.00
84.	Light Tower (4 Lights, 4,000 Watt)	_____	_____	_____	_____	_____	\$27.00
85.	Power Auger (Snake) (Heavy-Duty)	_____	_____	_____	_____	_____	\$17.00
86.	Steam Cleaner (1500 psi)	_____	_____	_____	_____	_____	\$52.00
87.	Steam Cleaner (2500 psi)	_____	_____	_____	_____	_____	\$56.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	_____	_____	_____	_____	_____	\$10.00
89.	Frac Tank (20,000 gal.)	_____	_____	_____	_____	_____	\$8.50
90.	Personal Protective Equipment Level C/person	_____	_____	_____	_____	_____	\$22.00
91.	Personal Protective Equipment Level B/person	_____	_____	_____	_____	_____	\$69.00
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	_____	_____	_____	_____	_____	\$350.00
93.	Drill Rig (Auger) for Large Diameter Recovery Well	_____	_____	_____	_____	_____	\$275.00
94.	Drill Rig (Air Rotary) High Pressure	_____	_____	_____	_____	_____	\$325.00
95.	Drill Rig Porta Sampler	_____	_____	_____	_____	_____	\$128.00
96.	Groundwater Flowmeter	_____	_____	_____	_____	_____	\$22.00
97.	Underground Metal Detector	_____	_____	_____	_____	_____	\$22.00
98.	Surveyors Equipment (Transit, etc.)	_____	_____	_____	_____	_____	\$35.00
99.	Trench Box (8' x 24')	_____	_____	_____	_____	_____	\$35.00
100.	Manhole Box (10' x 10')	_____	_____	_____	_____	_____	\$48.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	_____	_____	_____	_____	_____	\$40.00
102.	Hand-held Power Broom	_____	_____	_____	_____	_____	\$25.00
103.	Chain Saw (18" long min.)	_____	_____	_____	_____	_____	\$20.00
104.	Reciprocating Saw	_____	_____	_____	_____	_____	\$20.00
105.	Circular Saw	_____	_____	_____	_____	_____	\$20.00
106.	Wood chipper (6" min.)	_____	_____	_____	_____	_____	\$72.00
107.	Oxy/Acetylene Torch with tanks	_____	_____	_____	_____	_____	\$45.00
108.	Hammer Drill	_____	_____	_____	_____	_____	\$20.00
109.	Drum Vac	_____	_____	_____	_____	_____	\$22.00
110.	Photoionization Detector (PID)	_____	_____	_____	_____	_____	\$20.00
111.	Flame Ionization Detector (FID)	_____	_____	_____	_____	_____	\$22.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	_____	_____	_____	_____	_____	\$20.00
113.	175,000 BTU Propane Heater	_____	_____	_____	_____	_____	\$30.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$170.00
115.	Snow Fence 4' x 50' with poles	Each	\$125.00
116.	Caution Tape 3" x 1000'	Each	\$35.00
117.	Hay Bales	Each	\$10.00
118.	17H DOT 55-Gallon Drum	Each	\$55.00
119.	17C DOT 55-Gallon Drum	Each	\$60.00
120.	17E DOT 55-Gallon Drum	Each	\$55.00
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$92.00
122.	SPC Sorbent Boom 8" x 10'	Each	\$99.00
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$480.00
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$120.00
125.	Poly Tarps 20'x 30'	Each	\$68.00
126.	Poly Drum (55 gal.)	Each	\$78.00
127.	Drum Liner	Each	\$11.00
128.	Over-Pack Drum	Each	\$289.00
129.	Poly Bag	Each	\$11.00
130.	Roll-Off Liner	Each	\$95.00
131.	Silt Fence	Linear Foot	\$1.44
132.	Speedi-Dry	50-lb. Bag	\$19.06
133.	Orange Safety Fence 4'X50'	Each	\$90.00

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Environmental Services, Inc.	
19PSX0249			
		TERMS: Net45	CASH DISCOUNT: 0 % Days
Page 1 OF 7		BIDDER NAME:	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$132.00
		Premium Time Rate	\$158.40
2.	Foreman	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00
3.	Drillmaster	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$132.00
		Premium Time Rate	\$158.40
4.	Equipment Operator	Hourly Rate	\$98.00
		Overtime Hourly Rate	\$127.40
		Premium Time Rate	\$147.00
5.	Driver	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00
6.	Experienced Tank Cleaner	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00
7.	Welder	Hourly Rate	\$76.00
		Overtime Hourly Rate	\$114.00
		Premium Time Rate	\$136.80
8.	Laborer	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00

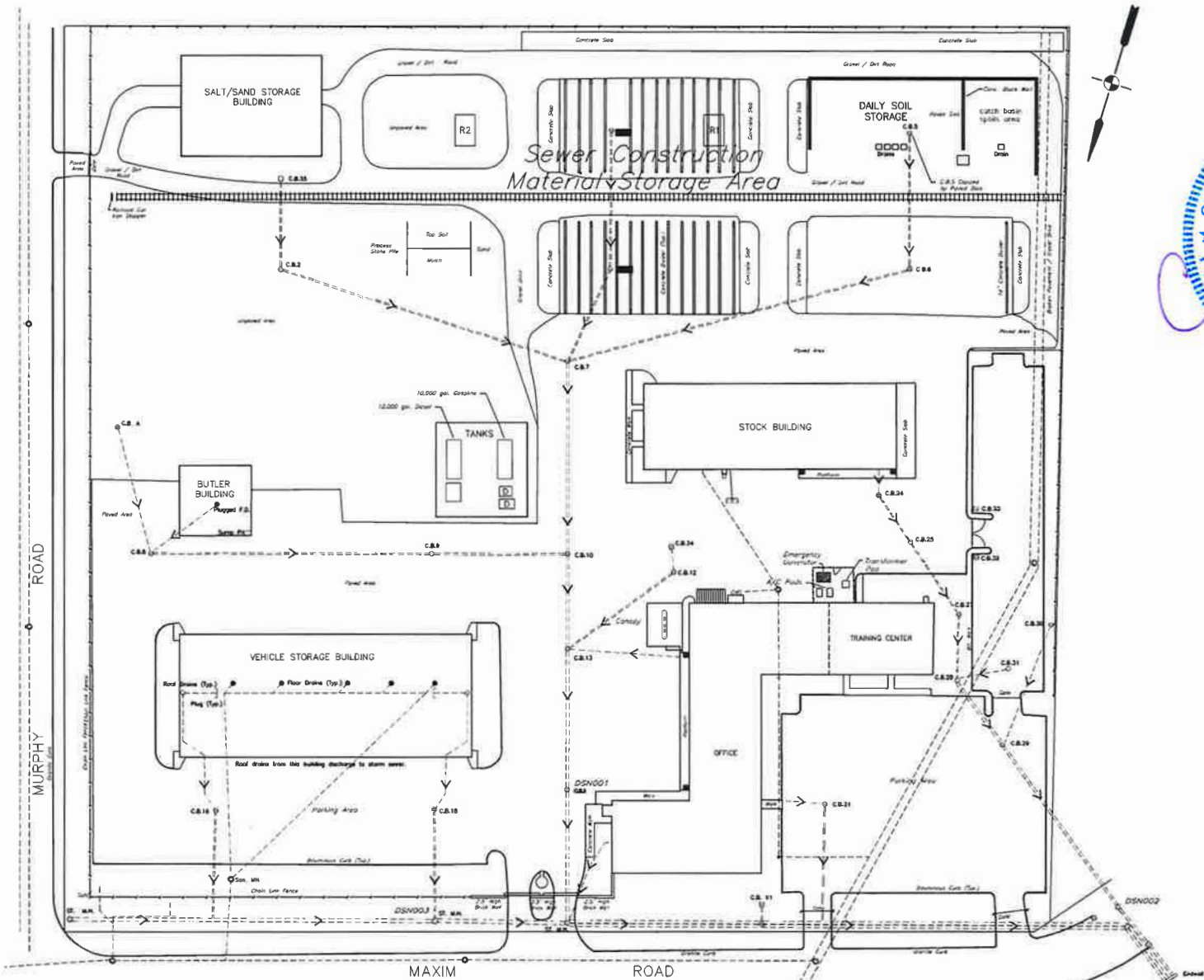
\$76.00

\$98.

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$126.00
		Premium Time Rate	\$151.20
10.	Surveyor/Instrument Operator	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$132.00
		Premium Time Rate	\$158.40
11.	Surveyor/Rodman	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$126.00
		Premium Time Rate	\$151.20

FACILITY PLAN

- Engineering Drawings
- Operations and Management Plan
- Soil Management Evaluation Form



- LEGEND**
- < = Direction of flow
 - D = Trash Dumpster
 - R1 = Construction Waste Roll-off
 - R2 = Scrap Metal Roll-off



PLAN
SCALE: 1" = 40'

METROPOLITAN DISTRICT INFORMATION ONLY			
The Metropolitan District Hartford, Connecticut ENGINEERING AND PLANNING			
TOWN:	HARTFORD	FIGURE No.:	FIGURE 2
DRAWING TITLE:	OPERATIONS FACILITY SITE PLAN	DWG. No.:	MDC-2
DRAFTER:	R-TORRO	SHEET No.:	
CHECKED:	N/A	SCALE:	1" = 40'
		LATEST REVISION:	3/14/24

OPERATION AND MANAGEMENT PLAN

125 Maxim Road, Hartford, CT
MDC Soil Storage Facility

Operation

MDC operates a soil storage facility at 125 Maxim Road for soil generated by the District from repair and installations of water and sewer mains. Less than five percent of all soil generated by the District exhibits petroleum or other chemical odor or staining and is transported to the soil storage facility. The District generates the soil from its eight member towns and parts of Glastonbury, Connecticut. The eight member towns are Bloomfield, East Hartford, Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor.

The soil storage area comprises approximately 0.3 acres of the 15.11-acre Operations Facility. Two storage bays comprise the storage area facility. The main storage bay is approximately 92 feet by 55 feet deep (5,060 ft²), the smaller storage bay is approximately 50 feet by 55 (2,750 ft²). The bays are approximately 15 feet high. The main bay is designated for the storage of daily soil generation. The smaller bay is utilized by MDC for the storage of catch basin cleanout material. The soil storage bay lies on top of a concrete slab.

At the point of generation, District workers report soil conditions on the Soil Management Evaluation Form (SMEF; attached). The SMEF is forwarded to the District's Environment, Health & Safety (EH&S) Department to track all soil, including soil that exhibits a petroleum / chemical odor. The soil is tracked from loading at the source to the soil storage facility. When any soil is generated during a District street project, the SMEF is utilized by the repair crew to start the tracking process. The following information is required to be provided on the form:

- Project work order number
- MDC truck number
- Name of employee completing report
- Date
- Site address and Town of excavation
- Neighborhood (Residential/Commercial or Industrial)
- Soil type (virgin material, urban fill, other)
- Soil Condition (wet, damp, dry)
- Soil Description (Petroleum odor or visual evidence)
- Approximate volume of soil for project
- Transport location (Vendor or Soil Storage Facility)

Soil that is brought to the soil storage facility at 125 Maxim Road and considered either clean fill or polluted soil is delivered to DMR Materials, LLC (DMR) in Bloomfield, CT.

Observably impacted soil (i.e. petroleum/chemical odor and/or visual evidence of petroleum) is temporarily stored in the large soil storage bay at the Maxim Rd facility. Soil with these characteristics is segregated by cones and covered with impermeable sheeting. This soil is then

sampled by Environmental Services Inc. (ESI), or other consultant, for proper characterization and disposal.

Two of the more common final disposal facilities for contaminated soil are Ted Ondrick Company, LLC in Chicopee, Massachusetts and Clean Earth Inc. in Plainville, CT. Soil delivered to these facilities meets the analytical acceptance criteria of the receiving facility.

The analytical parameters for all characterization testing are:

Test Methods to be Utilized for Characterization	
Extractable Total Petroleum Hydrocarbons (ETPH)	CT DEEP ETPH ¹
Polychlorinated Biphenyls (PCBs)	EPA SW-846 Method 8082A
Total Metals (Arsenic, Cadmium, Chromium, Lead)	EPA SW-846 Method 6010D
Total Metals (Mercury)	EPA SW-846 Method 7471B
Metals by Toxicity Characteristic Leaching Procedure (TCLP) ²	EPA SW-846 Method 1311 ²
Semi-Volatile Organic Compounds (SVOCs)	EPA SW-846 Method 8270E
Volatile Organic Compounds (VOCs)	EPA SW-846 Method 8260B
Flashpoint	EPA SW-846 Methods 1010A or 1010B
pH	EPA SW-846 Method 9045D
Reactivity	EPA SW-846-React and SW-7.3 and CH7
Paint Filter Liquids Test	EPA SW-846 Method 9095B
Any other substance reasonably expected to be present (based on the environmental conditions at the location from which the material originated) in concentrations exceeding either the Residential Direct Exposure Criteria or GA Pollutant Mobility Criteria of the Connecticut Remediation Standard Regulations.	Appropriate/Current EPA SW-846 Test Method, or other test method approved in writing by DEEP.

¹ Recommended Reasonable Confidence Protocols - Quality Assurance and Quality Control Requirements for Extractable Petroleum Hydrocarbons by the State Of Connecticut, Department of Public Health - ETPH Method, July 2006

² TCLP Analysis shall be conducted when the total concentration by mass analysis of any metal exceeds the hazardous waste leachate criteria by 20 times.

The analytical results are compared to hazardous waste criteria and the acceptance criteria of the potential disposal facilities. If soil exceeds the hazardous waste numeric criteria, MDC would contact Environmental Services Inc. for proper storage, handling, labeling, management and disposal. Soil that is characterized as hazardous waste will be managed in accordance with Section 22a-449(c) 100-119 of the Regulations of Connecticut State Agencies.

The facilities to be used for the ultimate disposal of contaminated soils are as follows:

Disposal Facilities

Clean Earth Inc.

58 N Washington St
Plainville, CT 06062
Phone: 860-747-8888

Ted Ondrick, LLC

Soil Remediation
58 Industry Road
Chicopee, MA 01020
Contact: Alan Desrosiers
Phone: 413-592-2566

Other facilities may be utilized for the management of clean / polluted soil:

DMR Materials, LLC

100 Old Iron Ore Road
Bloomfield, CT 06002
Contact: Donald Bercowetz
Phone: 860-242-9005

Management

The funding and daily management of the soil storage facility is the responsibility of the District's Operations Department.

- Manager of Operations – Dave Rutty

The EH&S Department is responsible for communicating the conditions of regulatory permit approval to the Operations Department. EH&S is also responsible for communication with CT DEEP and updating permits as needed. Sampling, analysis, data review and ultimate disposal facility of the soil is the responsibility of ESI.

- Manager of Environment, Health & Safety – Craig E. Scott, P.E.
- EH&S Staff – Andrew Perham, CHMM

The Department of Financial Control is responsible for processing payment to vendors used in the soil management process (e.g. laboratories and final disposal facilities).

The Operations facility (125 Maxim Road) is open 24 hours a day to support District operations. Due to the nature of the industry, certain District operational personnel are required to be on call 24 hours a day for utility emergencies, including sewer or water main repair.

The Command Center is manned 24 hours a day, seven days a week all year long. Operations personnel all have cell phones or radios for communication.

Recordkeeping

As stated above SMEFs completed by field personnel are forwarded to the EH&S Department. EH&S completes the site operating log by month documenting the following for the soil excavated: date, site street address, town, quantity, truck number, where the soil was transported (DMR or Operations Soil Storage Facility), date the soil was removed from Soil Storage Facility and the final disposal location. The quantity of soil is reconciled to confirm the soil brought to DMR. All laboratory results, disposal manifests, shipping records and regulatory permits are kept by the EH&S Department at 231 Brainard Road, Hartford, Connecticut.

Maintenance

The Operations facility and soil storage area are maintained by the Operations staff at the 125 Maxim Road facility.

Environmental Controls

Dust control is maintained by using water to lightly spray the effected area. Each bay is clearly labeled to maintain proper storage of different sources of material (soil or catch basin material).

Traffic

The District uses single or tandem axle dump trucks to deliver soil from the excavation to the soil storage area. MDC vehicles that transport soil are garaged at the Operations Facility at 125 Maxim Road. Most of the vehicles entering the property are District vehicles. Daily traffic to the property, other than employees, may include contractors and customers, however this is usually less than 15 vehicles per day. There is not significant traffic in the vicinity of 125 Maxim Road. The area is industrial and commercial.

The soil storage area is in the rear of the facility. The trucks bringing soil to the storage area do not encounter a large amount of traffic.

Equipment

A payloader is used at 125 Maxim Road to load soil into trucks. MDC owns nine-six wheel dump trucks and nine-ten wheel dump trucks to transport the soil to the soil storage facility and to the soil management vendor.

Fire Protection

A hydrant exists on the site near the vehicle storage area, approximately 600 feet from the soil storage area. Nothing at the soil storage area is highly combustible as it includes concrete blocks, asphalt and potentially contaminated soil. No inhabited buildings are within 200 feet of the soil storage area.

Emergencies

The District's soil storage facility receives a very small volume of soil through the course of the year. Typically, no more than 1,500 cubic yards annually or no more than approximately 30 cubic yards of contaminated soil at one time. In the event of an emergency where a large volume of contaminated soil needed to be stored, the District would call its on-call services contractor to manage the soil. The District utilizes the State environmental services contract with ESI. ESI is permitted by the CT DEEP to transport and store contaminated soil.

Safety

The EH&S Department has four employees that are current with the 29 CFR 1910.120 (Hazardous Waste Operations and Emergency Response) training requirements.

Personnel at the soil storage facility at the Operations yard are required to wear steel-toed safety boots, high-visibility safety vests and hard hats in the event of overhead hazards. In general, the workers at the soil storage facility are required to wear Level D personal protective equipment.



MDC Soil Management Evaluation Form

Use this form for each MDC excavation project.

Please print legibly.

Project WORK ORDER #: _____

MDC Truck #: _____

Name of employee completing this report: _____

Date: ____/____/____

Site Address (or closest numbered address): _____

Town: Bloomfield East Hartford Hartford
 Newington Rocky Hill West Hartford
 Wethersfield Windsor Other: _____

Neighborhood: Residential/Commercial Industrial

Soil Type: Virgin material Urban fill (may contain glass, brick, concrete, and/or ash)
 Other _____

Condition: Wet Damp Dry

Soil Description: Petroleum Odor
 None Slight Odor Strong Odor

Visual Petroleum Evidence
 None Staining Free-phase oil*

*If oil is obvious call dispatch to contact EH&S.

Approximate volume of soil for this project: _____ cubic yards

Delivered to: Processing Contractor Operations' Staging Area (Bay B) Impacted Soils (Bay A)

Comments: _____

White Copy to Systems Repair at Operations, Yellow Copy to EH&S
Pink Copy to Processing Contractor, if applicable. Thank you.