

TOWN OF MANCHESTER LANDFILL
COMMERCIAL PERMIT INSTRUCTIONS

These instructions are to be used by parties that deliver waste or waste byproducts to the Manchester Landfill. Prior to the Town authorizing admittance to its facility, parties are required to complete the enclosed application form(s) and submit it to the Town for approval before permits may be issued.

INSTRUCTIONS

1. Permit Application Form (all applicants must complete Part I - III)

- A. Part I - General Information
- B. Part II - Vehicle Information
- C. Part III - Guaranty of Payment Worksheet
- D. Part IV - Terms and Conditions

2. Attachments

A. Guaranty of Payment

Must meet the required limits as listed in the Procedures and remain valid through December 31st of each fiscal year. The Procedure requires a guaranty of payment of two (2) months worth of disposal fees.

Acceptable Forms for Security includes Financial Guarantee Bond [A1] (required language enclosed), Bank Letter of Credit [A2] (required language enclosed) or a Cashier's Check.

B. Current Fiscal Year Pricing Tables

- C. Waste Disposal Form** – All loads (*see exception) delivered to the Landfill must have this form completely filled out and handed to the scale operator prior to dumping. Please make copies of this form they will not be available at the Landfill. * Cars, mini vans, cargo vans and pick up trucks DO NOT need this form.

3. Permit Fees

Category I Commercial Permit Fee is \$35 per vehicle
Category II Commercial Permit Fee is \$130 per vehicle

Your permit fee is \$ _____

A. Category I Commercial Permit

A Category I Commercial Permit may be issued allowing access to the Landfill by an owner of a business located in Manchester provided that the permit is in the name of the business, used by a vehicle with a gross vehicle weight of less than 5,000 pounds and which vehicle must be registered and taxed in the Town of Manchester.

Owners of residential rental real estate units located in the Town of Manchester and totaling more than four units are required to purchase a Category I Commercial Permit for the disposal of bulky waste materials coming from those properties located in Manchester, provided the materials are brought to the Landfill in a vehicle with a gross vehicle weight of 5,000 pounds or less and which vehicle must be registered and taxed in the Town of Manchester. A permit must be secured for each vehicle of an entity that will be sent to the Landfill.

B. Category II Commercial Permit

A Category II Commercial Permit may be issued to any commercial entity or individual not eligible for a Category I Commercial Permit and desiring to do business at the Landfill. A permit must be secured for each vehicle of the entity that will be sent to the Landfill.

Upon approval of your application, the Town will issue separate permits for each registered vehicle(s). Each permit must be affixed to its respective vehicle in accordance with the Procedures. All permits expire December 31st of each year.

Please return all documents to: **TOWN OF MANCHESTER**
SANITATION DIVISION
PO BOX 191
MANCHESTER, CT 06045-0191

FAX 860/647-3238

Should you have any questions please contact the Sanitation Division at (860) 647-3257.

TOWN OF MANCHESTER LANDFILL
PERMIT APPLICATION FORM

PART I: GENERAL INFORMATION

B. Company Information (Street Address only - No Post Office Boxes)

Company Name: _____

Address: _____

Town, State, Zip Code: _____ Contact: _____

Telephone # () _____ Fax # () _____

E-Mail: _____

C. Billing Address (if different from above)

Company Name: _____

Address: _____

Town, State, Zip Code: _____ Contact: _____

D. Bill Payer's Federal Tax I.D. # _____ **OR Social Security #** _____

E. Type of Business

Sole Prop. _____ Partnership _____ Corp. _____ Municipal _____ LLC _____

Required - Listing of All Owners and/or Officers of Corporation (See Table On Reverse Side)

F. Describe waste to be delivered (e.g., bulky, construction debris, brush and yard waste, Special Waste, etc.) See Landfill Rules & Regulations

G. Have you ever received a permit from the Manchester Landfill before? Yes _____ No _____

If yes, please provide account number and expiration date of permit(s), if known.

H. INCLUDE: Submit Guaranty with application as determined in Part III (Guaranty of Payment).

I. INCLUDE: Applicable amount for permit fees per vehicle (cash, bank or certified check)

TOWN USE ONLY: Date Received: _____ Account Number: _____

Reviewed By: _____ Title: _____ Date: _____

Amount received for Permits \$ _____ Cash _____ Check _____

Amount received for Escrow \$ _____ Cash _____ Check _____

Total amount received \$ _____

TOWN OF MANCHESTER LANDFILL
PERMIT APPLICATION FORM (Con't)

PART II: VEHICLE INFORMATION

Vehicle #1		Vehicle #2	
<i>Town Use Only</i>	PERMIT #	<i>Town Use Only</i>	PERMIT #
Paid \$	Date:	Paid \$	Date:
COMPANY TRUCK #:		COMPANY TRUCK #:	
LICENSE PLATE #		LICENSE PLATE #	
MAKE OF VEHICLE:		MAKE OF VEHICLE:	
MODEL:		MODEL:	
VEHICLE TYPE (Use Codes below):		VEHICLE TYPE (Use Codes below):	
YEAR:		YEAR:	
*OWNER'S NAME:		*OWNER'S NAME:	

Vehicle #3		Vehicle #4	
<i>Town Use Only</i>	PERMIT #	<i>Town Use Only</i>	PERMIT #
Paid \$	Date:	Paid \$	Date:
COMPANY TRUCK #:		COMPANY TRUCK #:	
LICENSE PLATE #:		LICENSE PLATE #	
MAKE OF VEHICLE:		MAKE OF VEHICLE:	
MODEL:		MODEL:	
VEHICLE TYPE (Use Codes below):		VEHICLE TYPE (Use Codes below):	
YEAR:		YEAR:	
*OWNER'S NAME:		*OWNER'S NAME:	

Vehicle Type Codes: DT - Dump Truck FL - Front Loader RL - Rear Loader RO - Rolloff ST- Stake Truck
 PU - Pick-up SL - Side Loader TO - Toter/Can Carrier TR - Tractor Trailer VT - Vacuum

***NOTE:** If the vehicles listed above are **NOT OWNED and/or REGISTERED** under the company name that appears on this application, you must list the name of the company in the section marked OWNERS NAME .

Vehicles that do not have a permanent sticker will be turned away or a permit can be purchased at the scale house for that vehicle. If your permitted vehicle is broken down you can get a temporary permit to use until that vehicle is running again. Please call our office prior to coming to the Landfill to get necessary paperwork.

**** Make Additional Copies of this Page if Needed ****

**TOWN OF MANCHESTER LANDFILL
PERMIT APPLICATION FORM (Cont'd)**

PART III: GUARANTY OF PAYMENT WORKSHEET

As a condition of permitting, the Town requires all companies to have a guaranty of payment equivalent to two (2) months worth of disposal fees. Please complete the following worksheet to calculate the estimated guaranty of payment. When calculating the guaranty of payment, please include all types of waste to be delivered to the Town.

Type of Waste (A)	
CALCULATION	
Estimated Monthly Tonnage (TONS) (B)	
Multiplied by Required Months (C)	x 2
Equals Estimated Tonnage Deliveries	=====
Multiplied by Cost per Ton (D)	
Equals Estimated Guaranty of Payment (ESCROW AMT.)	=====

- (A) Include any Acceptable Waste to be delivered to the Town as defined in the Procedures.
- (B) Estimate should be based upon the average deliveries of Acceptable Waste per month.
- (C) The Procedures requires a guaranty of payment of two (2) months worth of disposal fees.
- (D) Use the cost per ton of waste as shown on the attached Town price listings or your contract amount if it is different.

TYPE OF GUARANTY

A. Bond or Letter of Credit

If your guaranty of payment will be in the form of a Financial Guaranty Bond or, 7Bank Letter of Credit please instruct your agent to use the Town of Manchester required format. (See attachment A1 or A2).

B. Cash Deposits

If your guaranty of payment will be a cash deposit, please submit cash, Bank or Certified Check with your application. Escrow is NOT used to pay your monthly invoices, it is used as your credit limit.

C. Pay As You Go Accounts

Commercial permit users may pay on a per load basis provided that payment is made in cash, bank or certified check, made payable to the Town of Manchester for each load. Subsequent use of the Landfill may be paid for, at the discretion of the Sanitation Division, on a per load basis, in cash or check from the business account of the commercial account holder. If a check is returned from the bank then that account will be required to replace that check with cash, bank or certified check and reimburse the Town of Manchester for any bank charges incurred. If a second check is returned, the account will be placed on a cash only basis (cash, bank or certified check) for a period of time to be determined by the Sanitation Division or be required to establish an escrow account.

TOWN OF MANCHESTER LANDFILL
PERMIT APPLICATION FORM (Con't)

PART IV: TERMS AND CONDITIONS

CREDIT AGREEMENT

In consideration of the extension of credit to the undersigned by the Town, in lieu of being required to pay cash in advance or on delivery, the undersigned agrees that all invoices rendered by the Town for all charges including, but not limited to disposal charges, fines, interest charges and adjustments incurred at the Town Landfill or Recycling Facility will be paid and received by the last business day of the following month from the date of invoice. Finance charges (1.5%) are assessed on any balance due and not received within this time period. Any commercial account with a past due balance will not be allowed access to the Landfill until past due charges are paid in full. If your account is past due when you come to the Landfill, the scale operator will inform you of the amount past due and payment can be made at the scalehouse in order to gain access. If you do not have the funds with you at that time you will be instructed to return with the amount needed in order to gain access to the Landfill.

The undersigned further agrees to obtain and to deliver to the Town a guaranty of payment satisfactory to the Town in the form of an appropriate Insurance Company Bond, Bank Letter of Credit or a Cashier's Check in an amount sufficient to cover two (2) months of waste delivery charges (SEE PART III). **If the Town is notified that the Guaranty of Payment will expire or be terminated, the undersigned shall issue to the Town a new Guaranty of Payment in accordance with the terms hereof by any deadline date set by the Town for its receipt of such new Guaranty of Payment or be considered in default and subject to shut out.**

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

As a condition for receiving a permit to haul Acceptable Waste to the Manchester Landfill, the undersigned Permittee hereby understands and agrees that the Permittee proceeds on the Landfill at its own risk, and it is further understood and agreed that:

The Permittee shall at all times defend, indemnify and hold harmless the Town of Manchester, any operator and their respective directors, officers, agents and employees on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, cost and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) the Town of Manchester, or any of its directors, officers, agents, subcontractors or employees; or (b) the Permittee, any operator, or any of their respective directors, officers, agents, subcontractors or employees; or (c) any other person to the extent such injuries, damage or damages are caused or are alleged to have been caused in part or in whole by the acts, omissions or negligence of the Permittee or any of its directors, officers, subcontractors, agents or employees. The Permittee further undertakes to reimburse the Town of Manchester for damage to property of the Town of Manchester caused by the Permittee, or any of its directors, officers, agents, subcontractors or employees, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this indemnity shall survive the expiration or termination of Permittee's permit(s).

ATTESTATION

I hereby certify that the information provided herein and attached hereto is true and correct and that I have read and will comply with the requirements of Town's governing the collection and disposal of solid waste within the Manchester Landfill. I further certify that I am authorized to sign this certification on behalf of the Permittee. This document shall not be considered in any way in conflict with the applicable Town of Manchester Rules & Regulations but shall be considered a part thereof.

DATE

SIGNATURE OF APPLICANT

TITLE

ATTACHMENT A1

FINANCIAL GUARANTEE BOND SAMPLE FORMAT

Please Use This Format For All Financial Guaranteed Bonds

FINANCIAL GUARANTEE BOND

BOND #

Know all men by these presents, that **(NAME OF HAULER)**, a **(STATE OF HAULER'S INCORPORATION)** corporation, as principal, and **(NAME OF SURETY)**, a **(STATE OF SURETY'S INCORPORATION)** corporation, as surety, are held and firmly bound unto the Town of Manchester, Sanitation Division, Manchester, Connecticut ("Town"), in the sum of \$_____, lawful money of the United States of America, to be paid to the said Town, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

This Bond is to be effective from **(DATE)** to **(DATE)** (The "Expiration Date").

The condition of this obligation is such that, whereas, the above-bounded principal agrees to pay to the Town all charges including, but not limited to Disposal Charges, Penalties, Fines, Interest Charges, and Adjustments incurred at the Manchester Landfill.

It is understood by the undersigned parties that should the principal be delinquent in the above described payments, the Town will then notify **(NAME OF SURETY)** in writing of the Town's claim and **(NAME OF SURETY)** shall immediately pay the amount of such claim to the Town, subject to the terms of this bond.

Now, therefore, if the above described payments are well and truly made, then the bond shall be null and void, otherwise it shall remain in full force and effect. It is a condition of this bond that it is deemed to be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless sixty (60) days prior to the expiration date hereof (or any future expiration), **(NAME OF SURETY)** notifies the Town by registered mail that **(NAME OF SURETY)** elects not to renew this bond.

In Witness whereof, we have set our hands and seals this _____ day of _____, 200__.

By : _____ **(SURETY COMPANY)**

By : _____ **(NAME OF HAULER)**

Signed, Sealed, and Accepted
Town of Manchester, CT

By: _____
Authorized Signature

Title

ATTACHMENT A2

SAMPLE BANK LETTER OF CREDIT
Please Use This Format For All Letters Of Credits
(To be issued by a Bank pre-approved by the Town)

LETTER OF CREDIT

(Name & Address of Issuing Bank

Irrevocable Letter of
Credit No. _____

Issuance Date: _____

Beneficiary

Expiration Date: _____

Town of Manchester
Sanitation Division
41 Center Street
P.O. Box 191
Manchester, CT 06040

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. _____ in favor of the Town of Manchester, Sanitation Division (the "Beneficiary"), at the request and for the account of **[name and address of company]** for the sum or sums up to the aggregate amount of _____ and 00/100 in U.S. Dollars (\$ _____ .00) available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at the office address noted above not later than our close of business on _____, 200__ or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter of Credit No. _____."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of company]** has failed to satisfy or perform one or more of its obligations to Beneficiary.

Partial drawings hereunder are permitted. Each draft must also be accompanied by this Letter of Credit and any person paying drafts drawn hereunder must note the date and amount of the draft on the reverse side hereof.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Bank]** under this Letter of Credit is the individual obligation of **[name of the issuing Bank]** and is in no way contingent upon reimbursement with respect thereto.

This Letter of Credit shall be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless not later than sixty (60) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of company]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500, and in the event of any conflict, the laws of the State of Connecticut and the decision of the courts of that state will control. If this Letter of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Bank]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

**Authorized Signature for
[name of issuing Bank]**

ATTACHMENT B

**SEE CURRENT COMMERCIAL RATE SCHEDULE
(SEPARATE SHEET)**

ATTACHMENT C

MANCHESTER LANDFILL WASTE DISPOSAL FORM

DATE: _____ TRANSPORTER NAME: _____

PERMIT # _____ ADDRESS: _____

CONTACT NAME: _____ PHONE# : _____

GENERATOR SITE NAME: _____

SITE ADDRESS: _____

TOWN _____ STATE _____

MATERIAL DESCRIPTION: (ex. Appliances, asphalt, brick, concrete, doors, furniture, grass, leaves, lumber, metal, sand, sheetrock, shingles, shopping carts, siding, sinks, stumps, telephone poles, toilets, windows, wood/brush, wood chips, wood pilings, etc)

MATTRESS # _____ PROPANE TANKS# _____ TIRES(off rim) # _____ (oversized) # _____

REFRIGERATOR/FREEZER # _____

THE FOLLOWING MATERIALS REQUIRE AN ADDITIONAL MANIFEST AND PRIOR AUTHORIZATION TO DISPOSE OF MATERIAL IN THE LANDFILL:

NON FRIABLE ASBESTOS, CONTAMINATED SOIL AND SPECIAL WASTES

I certify that the information provided above is correct to the best of my knowledge.

Transporter Authorized Signature: _____ Date: _____

Print Name: _____