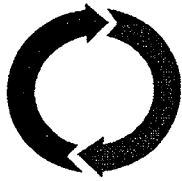


**CRRA
BOARD MEETING
Oct. 25, 2012**



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**100 Constitution Plaza • Hartford • Connecticut • 06103 • Telephone (860)757-7700
Fax (860)757-7745**

MEMORANDUM

TO: CRRA Board of Directors
FROM: Moira Benacquista, HR Specialist/Board Administrator
DATE: Oct. 19,2012
RE: Notice of Regular Board Meeting

There will be a Regular Board Meeting of the Connecticut Resources Recovery Authority Board of Directors on Thursday, Oct. 25, 2012, at 9:30 a.m. The meeting will be held in the Board Room at CRRA Headquarters, 100 Constitution Plaza, Hartford, CT 06103.

Please notify this office of your attendance at (860) 757-7787 at your earliest convenience.

Connecticut Resources Recovery Authority
Regular Board of Directors Meeting

Agenda
Oct. 25, 2012
9:30 AM

I. Pledge of Allegiance

II. Public Portion

A ½ hour public portion will be held and the Board will accept written testimony and allow individuals to speak for a limit of three minutes. The regular meeting will commence if there is no public input.

III. Minutes

1. Board Action will be sought for the Approval of the Regular Sept. 27, 2012, Board Meeting Minutes (Attachment 1).

IV. Executive Session

An Executive Session will be held to discuss pending litigation, trade secrets, personnel matters, security matters, pending RFP's, and feasibility estimates and evaluations.

V. Board Committee Reports

A. Finance Committee Reports

1. Board Action will be sought Regarding Reassigning Certain CRRA Net Assets (Attachment 2).
2. Board Action will be sought Regarding Approval of FY13 CSWS Budget Modifications and Use of Hartford Landfill Post Closure Reserve (Attachment 3).
3. Board Action will be sought Regarding Approval of Reserve Analysis (Attachment 4).

B. Policies & Procurement Committee

1. Board Action will be sought for the Resolution Regarding Request for Work for Operation & Maintenance at the Hartford Landfill (Attachment 5).
2. Board Action will be sought for the Resolution Regarding Cover Soil Delivery Agreement (Attachment 6).
3. Board Action will be sought for the Resolution to Amend an Easement Agreement between CRRA and CL&P at the South Meadows Facility (Attachment 7).
4. Board Action will be sought for the Resolution Regarding Adoption of Revised Permitting, Disposal & Billing Procedures (Attachment 8).

5. Board Action will be sought for the Resolution Regarding the Purchase of a Relay Panel for the South Meadows Facility (To Be Provided at a Later Date).
6. Board Action will be sought for the Resolution Regarding Short Term Municipal Services Agreement (Attachment 9).

C. Other Actions

1. Board Action will be Sought Regarding Distribution of Stratford Recycling Capital Reserve Funds (Attachment 10).

VI. Chairman and President's Reports

VII. Executive Session

An Executive Session will be held to discuss pending litigation, trade secrets, personnel matters, security matters, pending RFP's, and feasibility estimates and evaluations.

TAB 1

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND THIRTY-SECOND

SEPT 27, 2012

A regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thurs. Sept. 27, 2012, in the Board Room at 100 Constitution Plaza, Hartford, CT 06103. Those present were:

Directors: Chairman Don Stein
John Adams
Ryan Bingham
David Damer
Joel Freedman
Timothy Griswold
Ted Martland
Andrew Nunn
Pedro Segarra
Scott Slifka (present by telephone)
Steve Edwards, Bridgeport Project Ad-Hoc
Mark Tillinger, Bridgeport Ad-Hoc (present by telephone until 11:00 a.m.)
Bob Painter, Mid-Connecticut Project Ad-Hoc
Steve Wawruck, Mid-Connecticut Project Ad-Hoc

Present from CRRA in Hartford:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
Peter Egan, Director of Environmental Affairs and Operations
Tom Gaffey, Director of Recycling
Laurie Hunt, Director of Legal Service
Lynn Martin, Risk Manager
Nhan Vo-Le, Director of Accounting
Paul Nonnenmacher, Director of Public Affairs
Jim Perras, Government Relations Liaison
Moira Benacquista, Board Secretary/Paralegal
Marianne Carcio, Executive Assistant

Others present: Dave Aldrige, SCRRA; Jessica Campbell, Covanta; Diane Duva, Connecticut Department of Environmental Energy; John Pizzimenti, USA Hauling; Jim Sandler, Esq., MDC; Jeff Roude and Will Reynolds of Bollam Sheedy & Torrani.

Chairman Stein called the meeting to order at 9:35 a.m. and said a quorum was present.

PUBLIC PORTION

Chairman Stein said that the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes. As there were no members of the public present which cared to speak the regular meeting commenced.

APPROVAL OF THE MINUTES OF THE REGULAR JULY 26, 2012, BOARD MEETING

Chairman Stein requested a motion to approve the minutes of the regular July 26, 2012, Board Meeting. Director Adams made a motion to approve the minutes as amended and discussed, which was seconded by Director Damer.

The motion previously made to approve the minutes as amended and discussed was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Edwards, Director Freedman, Director Griswold, Director Martland, and Director Painter voted yes. Director Nunn, Director Slifka, Director Tillinger, and Director Wawruck abstained.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn			X
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport	X		
Mark Tillinger, Bridgeport			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct			X

APPROVAL OF THE MINUTES OF THE SPECIAL SEPT. 6, 2012, BOARD MEETING

Chairman Stein requested a motion to approve the minutes of the Sept. 6, 2012, Special Board Meeting. Director Adams made a motion to approve the minutes, which was seconded by Director Martland.

The motion previously made and seconded was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Edwards, Director Freedman, Director Griswold, Director Nunn, Director Painter, Director Tillinger, and Director Wawruck voted yes. Director Martland and Director Slifka abstained.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland			X
Andrew Nunn	X		
Scott Slifka			X
Ad-Hocs			
Steve Edwards, Bridgeport	X		
Mark Tillinger, Bridgeport	X		
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

FINANCE COMMITTEE

RESOLUTION REGARDING THE PURCHASE OF COMMERCIAL GENERAL LIABILITY, UMBRELLA LIABILITY, POLLUTION LEGAL LIABILITY AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Griswold and seconded by Director Martland.

RESOLVED: That CRRA’s Commercial General Liability insurance be purchased from ACE American Insurance Company (Rating A+) with a \$1,000,000 limit, \$25,000 deductible, for the period 10/1/12 – 10/1/13 for a premium of \$218,926 as discussed at this meeting; and

FURTHER RESOLVED: That CRRA’s Umbrella Liability insurance be purchased from ACE Property & Casualty Insurance Company (Rating A+) with a \$25 million limit, \$10,000 retention, for the period 10/1/12 – 10/1/13 for a premium of \$162,500 as discussed at this meeting; and

FURTHER RESOLVED: That CRRA’s Pollution Legal Liability insurance be purchased from Illinois Union Insurance Company (ACE) (Rating A+) with a \$20 million limit, \$250,000 retention, for the period 10/1/12 – 10/1/13 for a premium of \$243,012; as discussed at this meeting, and;

FURTHER RESOLVED: That CRRA’s Commercial Automobile Liability insurance be purchased from ACE American Insurance Company (Rating A+) with a \$1 million limit, liability coverage on all and comprehensive and collision on fifteen (15) passenger vehicles and light trucks with a \$1,000 deductible, for the period 10/1/12 – 10/1/13 for a premium of \$59,293.

Director Griswold said the Finance Committee reviewed this item in great detail with CRRA's insurance brokers, Aon Risk Services (hereinafter referred to as "Aon"). He noted there is a general hardening occurring in the insurance market and that there has not been a lot of competition for CRRA's business given its claim history and the nature of our business. Director Griswold said that CRRA explored having a higher deductible on the auto insurance and found the possible savings were not worth the additional premium costs. He said in addition the insurers need to file rates with the State of Connecticut and they only filed specific rates with some higher deductibles. These higher deductibles raised the premium too high to be beneficial to CRRA.

Mr. Bolduc said CRRA's risk manager Lynn Martin is present for any questions. He explained that CRRA engages Aon on a fixed fee basis to approach the markets. As part of the contract CRRA has with Aon, they do not receive any commissions for placing the insurance. Mr. Bolduc said management comes to the Board twice a year for approval of insurance coverage.

Mr. Bolduc said that Exhibit 2 within the write up is a disclosure report from Aon which indicates for each of the various programs and classes of insurance what markets were approached and the carriers' response. He said that CRRA faces significant challenges when seeking insurance due to potential liability on the pollution side. Mr. Bolduc said there is not a lot of industry wide knowledge in the insurance market for solid waste authorities. Mr. Bolduc said a lot of the traditional carriers decline due to a lack of understanding of CRRA's business as a power producer and also as a trash to energy facility.

Mr. Bolduc said that Exhibit 3 within the write-up shows the various premiums in the past and also contains a calculation which is necessary because the period of insurance renewals are out of sync with CRRA's fiscal years and as a result an annualized premium is calculated. He said when the liability premiums are combined and compared to budget there is about \$16,000 savings and compared to premiums last year there is about \$17,000 increase Mr. Bolduc said it is a fairly small increase which is indicative of work Ms. Martin and Aon did to secure this opportunity when considering the markets are hardening especially in the pollution areas.

Director Adams asked if the pollution is claims made. Ms. Martin replied yes. Mr. Bolduc said there was a separate pollution policy issued back in the Enron days with AIG. He said when CRRA acquired that property from Northeast Utilities it came with pollution issues that needed to be addressed. Mr. Bolduc said the CRRA received about \$26 million, which was transferred from Northeast to CRRA, and CRRA began the undertaking of cleaning up the site. He said CRRA issued a contract with TRC Environmental to clean up that site which was back stopped by an insurance policy purchased from AIG. Mr. Egan said the work is about 95% complete.

Chairman Stein asked if the Finance Committee has supported this resolution. Director Griswold replied yes.

The motion previously made and seconded was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland, Director Nunn, Director Segarra and Director Slifka voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct			
Steve Wawruck, Mid-Ct			

RESOLUTION REGARDING THE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2012

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Griswold and seconded by Director Martland.

RESOLVED: That the Board hereby accepts the Annual Financial Report for the Fiscal Year Ended June 30, 2012, substantially as discussed and presented at this meeting.

Mr. Bolduc introduced Mr. Reynolds and Mr. Roude from Bollam Sheey & Torrani (hereinafter referred to as “BST”). He said BST runs the audit which Ms. Vo-Le and the Accounting department work on internally. Director Griswold said BST is in its fourth year as CRRA’s auditor and can serve for a total maximum of six years. He said the audit must be submitted to the State of Connecticut by the end of this month. Director Griswold said the CRRA Accounting department has done an excellent job, just as it has in past years.

Mr. Roude said he would be reviewing some highlights from the reports, beginning with the accountant’s opinion. He said an unqualified opinion was issued on the financial statements, which means the statement of revenues, expenses, and balance sheet were found to be in accordance with the general accepting accounting principles and government auditing standards.

Mr. Roude reviewed some highlights from management’s discussion and analysis. He said CRRA’s accounting department does an excellent job on the management discussion and analysis. Mr. Reynolds said this is a document which is generated from CRRA and is technically not audited by BST but is reviewed to be sure it does not contradict or influence the financial audit. Mr. Reynolds said it is a useful document for review.

Mr. Roude said CRRA's current assets over liabilities remain strong. He said there was \$124 million in current assets and only \$26 million in current liabilities, a slight improvement over the prior year. Mr. Roude said there was a distribution from the prior year surplus of \$1.4 million given back to SCRRA for the future use reserve. He said on the liability side it is important to note that the Mid-Conn bonds were moved from long-term liabilities to current liabilities and will mature in November of 2012.

Mr. Roude said pg. 14 contains a summary of CRRA's operating revenues and expenses. He said revenues were flat for the year and expenses dropped slightly making the overall income before depreciation about \$4.2 million, an improvement over the year prior which showed a loss of \$12 million. Mr. Roude noted as far as revenue is concerned there are some items of note. He explained energy sales are flat from 2011 and 2012 as there was a substantial rate drop from 8 cents down to 3.5 cents. Mr. Roude said the revenue is flat because more electricity was generated during the fiscal year and noted this will have a huge impact as far as the revenues are concerned for the following fiscal year.

Mr. Roude reviewed some of the notes within the financial statements. He said as of November 2012 the Mid-CT bonds will be paid off. Mr. Roude said every year management reviews the assets to see if there are any impairments, which means that the assets are performing properly and to ensure there is no substantial change in any useful life or the intent of what the asset is used for. Mr. Roude said as of June 30, 2012, management believes there are no impairments on any of the assets.

Mr. Reynolds said pg. 41 covers the long term debt note which provides a summary of all the various debts that CRRA has, as well as a description of each.

Mr. Roude said pg. 49 concerns contingencies and various footnotes concerning different issues. He said the first footnote regards the MDC arbitration for certain costs and future items which is now in arbitration. Mr. Roude said the other issue is with AIG regarding a lawsuit which was filed by commercial neighbors in Hartford. He said most of the summary notice which CRRA has applied for has been approved. He said there is a note in here regarding future plans for the Mid-Conn project which have not been determined and cannot be estimated at this time.

Mr. Roude said there are also some accounting pronouncements which have been issued and have become effective for certain items. He said those issues are mostly pension costs which BST must consider for the next audit although most of it will not affect CRRA at all.

Mr. Roude said BST provides an opinion regarding the internal controls at CRRA. He said this document is to ensure that internal controls are in place and that BST did not find any deficiencies or material weaknesses.

Mr. Roude said the accounting department was downsized slightly and moving forward BST will ensure proper internal controls and segregation of duties is taken. He said overall the audit went very smoothly and thanked Mr. Bolduc and Ms. Vo-Le and the staff for their assistance.

Director Painter asked what areas were being segregated. Mr. Reynolds said almost every area needs to be segregated. He said incompatible duties are not centered in one person so there is a check balance review process.

Mr. Reynolds said in the case of CRRA these are CRRA’s financial statements, footnotes, and MD&A, which is not always the case with BST’s clients. He said CRRA has a very knowledgeable staff.

The motion previously made and seconded was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland Director Nunn, Director Segarra and Director Slifka voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct			
Steve Wawruck, Mid-Ct			

POLICIES & PROCUREMENT COMMITTEE

RESOLUTION REGARDING USE OF THE HARTFORD LANDFILL CLOSURE RESERVES

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Damer and seconded by Director Adams.

WHEREAS, the Authority is responsible for the expenditures associated with the closure of the bulky waste and ash residue areas and the thirty years of monitoring and maintenance of the Hartford Landfill; and

WHEREAS, at its August 31, 2003 meeting, the Authority’s Board of Directors established the Hartford Landfill Closure Reserve to fund all expenses associated with the landfill’s closure activities ; and

WHEREAS, at its May 31, 2012 meeting, the Authority’s Board of Directors approved the President to enter into the Standard Contract associated with Connecticut Light and Power’s RFP for the purchase and sale of Connecticut Class 1 Renewable Energy Credits from low or zero emission projects; and

WHEREAS, the Authority submitted a bid in response to the RFP for Class 1 Renewable Energy Credits that will be generated by CRRA's proposed solar landfill cap and will help offset the expenses associated with the Harford Landfill; and

WHEREAS, the Authority was selected as a winning bidder and signed and submitted the Standard Contract to CL&P; and

WHEREAS, the Standard Contract with Connecticut Light and Power has certain costs associated with it, including the requirement that the Authority post a financial guaranty in the amount of \$34,166, refundable upon completion of the solar landfill capping project; and

WHEREAS: the Hartford Landfill Closure Reserve has sufficient funds for these activities. now, therefore, be it:

RESOLVED: that the Board of Directors approves the use of the Hartford Landfill Closure Reserve for expenses of \$34,166 associated with the Standard Contract for the zero emissions renewable energy credit program of the Connecticut Light and Power Company.

Director Damer said this item was thoroughly vetted by the Policies & Procurement Committee. Mr. Egan introduced Senior Environmental Engineer Mr. Bodendorf who has headed the initiative to qualify to sell renewable energy into the ZREC program that CL&P is obligated to offer.

Mr. Bodendorf said at the May 31, 2012, meeting the Board approved a resolution allowing the President to enter into a standard contract with CL&P in the event that CRRA was successful in the ZREC bid which occurred in June. He said CRRA was subsequently successful and the contract has been signed. Mr. Bodendorf said as an obligation to that contract CRRA needs to provide a performance assurance in the amount of \$34,166 assuring that CRRA is serious about building this project. He said this resolution authorizes approval of the reserve account for payment of this performance assurance which will be returned to CRRA when the project is complete.

Director Griswold asked if the amount is restricted to the \$34,166 as it is not specified in the resolution. Mr. Bodendorf said this is currently the only expense expected. Mr. Kirk said the actual construction and installation of the cap is an already approved landfill cost and that CRRA has a high degree of confidence in meeting this schedule.

Director Painter agreed with Director Griswold and suggested that the \$34,166 be entered into the resolved portion of the resolution in replacement of the word "expenses".

AMENDMENT TO THE MOTION

Director Painter made a motion to change the second whereas in the resolution to the specific cost, the motion was seconded by Director Griswold and will now read as such:

RESOLVED: that the Board of Directors approves the use of the Hartford Landfill Closure Reserve for expenses of \$34,166 associated with the Standard Contract for the zero emissions renewable energy credit program of the Connecticut Light and Power Company.

The motion previously made and seconded to approve the amendment was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland Director Nunn, Director Painter, Director Segarra, Director Slifka and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

Chairman Stein asked if management would return to the Board if more money is required in the future. Mr. Bodendorf replied yes.

Director Edwards asked if there are applications in for the other landfills such as Shelton and Waterbury. Mr. Bodendorf said no. He said there is an RFP out on the street to potentially develop solar energy facilities at the Shelton, Waterbury and Ellington landfills. Mr. Bodendorf said some interest in the RFP has been received already. He said there is very little electricity load on those sites and a developer would likely need a higher ZREC price to be successful.

The motion previously made and seconded to approve the resolution as amended and discussed was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland, Director Nunn, Director Painter, Director Segarra, Director Slifka and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

RESOLUTION REGARDING DELIVERY OF COVER SOILS TO THE HARTFORD LANDFILL

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Damer and seconded by Director Adams.

RESOLVED: That the President is hereby authorized to enter into an agreement with LaRosa Construction Company, Inc. for delivery of soil to be used as contouring and cover material at the Hartford Landfill, and as approved by the Connecticut Department of Energy & Environmental Protection, substantially as discussed and presented at this meeting.

FURTHER RESOLVED: That the revenue received from this contract will be deposited into the Hartford Landfill Post Closure Reserve.

Director Damer said this is one of two similar resolutions which will provide contract revenue for bringing cover soil to the landfill. He said this material has been approved by the CT DEEP. He said this particular contract may generate in the realm of \$1 million.

Mr. Kirk said the Board has seen this resolution before. He said originally the City of Hartford was going to take responsibility for transporting the material and has since decided to contract with LaRosa. Mr. Kirk said this is the agreement with LaRosa for the same price and same benefit for the City.

The motion previously made and seconded was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland Director Nunn, Director Painter, Director Segarra, Director Slifka and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

RESOLUTION REGARDING DELIVERY OF COVER SOILS TO THE HARTFORD LANDFILL

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Damer and seconded by Director Adams.

RESOLVED: That the President is hereby authorized to enter into an agreement with Empire Paving, Inc. for delivery of soil to be used as contouring and cover material at the Hartford Landfill, and as approved by the Connecticut Department of Energy & Environmental Protection, substantially as discussed and presented at this meeting.

FURTHER RESOLVED: That the revenue received from this contract will be deposited into the Hartford Landfill Closure Reserve.

Director Damer said this resolution is for a different contract and a different location but is very similar to the one prior. He said the material has been approved the CT DEEP up to about \$1 million in potential revenue. He said this material is coming from the New Britain to Hartford busway project and the contract is with Empire Paving and is closer to the market rate of \$20 a ton.

Director Martland asked how many feet of soil are necessary for capping the landfill. Mr. Bodendorf said there is a 4% slope across the top but on the East side there is a large hole which CRRA is trying to fill in to create a consistent 3-1 slope which helps drainage and should reduce closure costs while increasing revenues.

The motion previously made and seconded was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland Director Nunn, Director Painter, Director Segarra, Director Slifka and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

RESOLUTION REGARDING A LETTER AGREEMENT FOR THE SALE OF BALED OLD CORRUGATED CARDBOARD AND LOOSE CORRUGATED CARDBOARD AND OLD NEWSPAPER

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Damer and seconded by Director Adams.

WHEREAS: The municipalities that constitute the Southwest Regional Recycling Operating Committee deliver source separated baled and loose old cardboard and loose old newspaper to CRRA’s Stratford Intermediate Processing Center and;

WHEREAS: Source separate cardboard and newspaper commodities garner higher revenues and avoid processing and transportation costs;

WHEREAS: CRRA is party to an Agreement for Operation, Maintenance and Transportation Services for the Stratford Intermediate Processing Center with City Carting, Inc. therefore;

RESOLVED: That the President is hereby authorized to execute a second Letter Agreement for the Acceptance of Baled and loose Old Corrugated Cardboard and loose Old Newspaper with City Caring, Inc.

Director Damer said this resolution discusses recycling issues with regard to the Stratford recycling facility. He said some of the towns in the Southwest region continue to source segregate some of their recycling material in particular newspapers and corrugated cardboard and this will allow CRRA to better capture the value of those previously segregated materials.

Director Griswold asked for an explanation as to why the pricing is \$10 or \$40 below the low side pricing. Mr. Gaffey explained the commodity index is published every week and there is always a

low side or high side. He said this contract utilizes the low side. Director Griswold asked why CRRA's pricing would be \$40 below what is already the low side pricing. Mr. Gaffey said that is the processing cost. He said CRRA is receiving the low side range minus the processing cost if the material is not baled, which is \$40 a ton. Mr. Kirk said the contract is only implemented to the extent CRRA improves its earnings over the pricing from the long term contract with the IPC.

Chairman Stein asked why the contract was not negotiated using the high side pricing. Mr. Gaffey said this contract is as a result of negotiating with the contractor which also considers transportation and baling costs. He said when compared to the costs of transporting the single stream waste to Hartford this is a very favorable contract.

Director Edward said the high side is only good for that moment in time. He said long term contracts utilize a more stable base line as the high side assumes a higher risk and a much higher processing cost along with it.

Director Griswold asked if this is a variable price. Director Edwards said yes. Mr. Kirk said if CRRA had insisted on the high side the risk costs would have been much higher. Director Edwards said it also makes a difference on the quality of the bale going out. He said if CRRA is looking for a high price the quality must be higher and more manpower is needed to make sure the material is a Grade A instead of just average.

The motion previously made and seconded was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Edwards, Director Freedman, Director Griswold, Director Martland, Director Nunn, Director Segarra, Director Slifka and Director Tillinger voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport	X		
Mark Tillinger, Bridgeport	X		
Bob Painter, Mid-Ct			
Steve Wawruck, Mid-Ct			

RESOLUTION REGARDING THE NEW PILOT AGREEMENT WITH THE CITY OF HARTFORD

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Damer and seconded by Director Adams.

WHEREAS, Connecticut General Statutes Section 22a-270 provides that the Authority shall be exempt from state and local taxes but may enter into agreements to make payment in lieu of taxes ("PILOT"); and

WHEREAS, the agreement between the City of Hartford and CRRA pursuant to which CRRA pays a PILOT to the City will expire November 15, 2012; and

WHEREAS, CRRA acknowledges the impact of its South Meadows operations on the City of Hartford, and intends to continue to pay a PILOT to abate that impact; and

WHEREAS, the expiration of the long term Mid-Connecticut Project municipal agreements, historically low wholesale electric rates, and the prospective permitting of new out-of-state transfer facilities raise concerns regarding the continued viability of CRRA's South Meadows facilities;

NOW THEREFORE, it is hereby

RESOLVED: CRRA will pay a PILOT to the City of Hartford, in an amount to be determined on an annual basis as part of CRRA's budgeting process; and

FURTHER RESOLVED: That, subject to the requirements of each annual budget, the amount of the PILOT shall be calculated as follows:

CRRA shall retain an appraiser who is familiar with the area and has expertise in appraising the type of facility under consideration, who shall perform a fair market valuation of the facility, the real estate, and appurtenances owned by CRRA in Hartford. The City of Hartford shall be free to retain its own appraiser with similar attributes to provide an independent appraisal of said facilities. Should the City of Hartford hire its own appraiser, appraisals provided by said appraiser shall be given consideration by CRRA.

The annual PILOT shall be calculated by multiplying seventy percent (70%) of the appraised value of the facility by the applicable municipal mill rate then in effect, provided that such amount is according to the number of days of such year that the agreement is in effect. Payment of the PILOT shall be due to the City in semi-annual installments on January 31st and July 31st.

CRRA acknowledges that this new method for determining a PILOT stated above will result in lower payments to the City of Hartford. CRRA undertakes to diminish this impact by reducing the difference between the amount of the current PILOT payment and that of the new PILOT payment based upon the above stated formula, incrementally by twenty percent (20%) yearly for a period of five years.

The actual amount of the PILOT to be paid to the City will be determined each year in accordance with the requirements of the CRRA as determined by the Board of Directors of the CRRA in its annual budget approval, and paid to the City in semi-annual installments on January 31st and July 31st.

Mr. Kirk said there is one edit management would like to make. He said in the second to last paragraph the last sentence; “payment of the PILOT shall be due to the City in semi-annual installments on January 31st and July 31st” will be removed.

Director Painter said under the proposed agreement between CRRA and the City of Hartford the appraisal issue was different than what is stated here and was different when presented to the Municipal Advisory Committee and the initial presentation to the Board. He said the agreement which was reached was that the CRRA would hire an appraiser to appraise its property, the City of Hartford would hire its own appraiser to appraise the property, and to the extent if there was a significant difference in the two numbers a mediator would be engaged to sort out what the number would be. Director Painter said the agreement has been changed to say, should the City of Hartford hire its own appraiser, “appraisals provided by said appraiser shall be given consideration by CRRA”. He asked Mr. Kirk to explain the change.

Mr. Kirk said the change was in recognition of the advisory nature of the PILOT payment. He said the discussion held with the Mayor’s office, Director Painter, and Chairman Stein on how the appraisal would be accomplished did concern two appraisers. Mr. Kirk said as a result management choose the following language, “appraiser provided by said appraiser shall be given consideration by CRRA” in recognition of the fact that the actual choice of the PILOT is not based on the resolution here but rather the budget which is approved by the Board.

Director Segarra said notwithstanding the advisory nature of the recommendation that he believes the resolution should reflect the mechanism by which we are trying to arrive at the valuation and that provided for a mediating person to reconcile the two appraisers. Mr. Kirk said provided there is acknowledgement that the actual decision on the PILOT payment is a budget decision determined by the CRRA Board.

Director Painter said this resolution is entirely different than the presentation by CRRA management to the Mayor of Hartford. He said this is so profoundly different it takes the issues out of the hands of a mediator and puts it totally in the hands of CRRA and its budget. Director Painter said there is a budget at the City of Hartford as well. He said it is his job to represent the City of Hartford and also to represent CRRA as a Board member and to make sure it functions properly. Director Painter said this is not a proper function.

Mr. Kirk asked if Director Painter’s objection is that this resolution establishes an appraisal as an advisory and budgetary issue. Director Painter said his objection is that the original agreement was not advisory, but for two appraisals which would be sorted out if they were of great variance by using a mediator to make a final decision which would then determine the budget. He said this determination would have to be made before the budget decisions were made for the benefit of the City of Hartford and CRRA.

Mr. Kirk disagreed. He said that he did not believe that the proposed resolution would provide for a PILOT to be established without Board budgetary approval. Chairman Stein said that he would have to agree with Director Painter. He said the approach which was described by Director Painter was the decision he also felt was made.

Mr. Kirk asked if that meant that CRRRA was establishing the budget for 2014 and the years beyond. Chairman Stein said no. He explained the appraised price was being established as well as a method for determining the PILOT. He said any budget must be approved by the Board. Chairman Stein said he thought CRRRA management and the City of Hartford had agreed on a process for determining the appraisal and hence calculating the proposed PILOT.

Director Martland said he had a problem with that, as the Board needs to determine the PILOT as part of the budget. He said the appraisal could be high and that affects the tip fee. Chairman Stein said it was agreed that there would be two appraisals, one by a professional selected by CRRRA, and one selected by the City of Hartford. He said if there was a disagreement then the mediation and reconciliation process would take place.

Director Griswold asked with what frequency the appraisals would be done. Director Painter replied annually as part of the budget process. Director Griswold asked what the cost of an annual appraisal would be. Director Painter said it could certainly be agreed on that the appraisal would stand for multiple years.

The Board agreed to table this item for further discussion after Executive Session.

MOTION TO TABLE THE RESOLUTION REGARDING THE NEW PILOT AGREEMENT WITH THE CITY OF HARTFORD

Chairman Stein requested a motion to table this item until further discussion in Executive Session. The motion to table was made by Director Damer and seconded by Director Martland.

The motion previously made to table this item until after Executive Session was approved unanimously by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland, Director Nunn, Director Painter, Director Segarra, Director Slifka, and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

DISCUSSION – CRRA’S MEMBERSHIP IN THE CONNECTICUT CONFERENCE OF MUNICIPALITIES

Mr. Kirk said this item is to notify the Board that CRRA intends to renew its membership with CCM. He said there have been some differences in the past between CRRA and CCM concerning legislative actions; in particular CCM’s endorsement of a bill which CRRA believed potentially rewrote the Solid Waste Management Plan.

Mr. Kirk said CCM is a great organization for CRRA to belong to as it provides an opportunity for outreach to the member towns. He said management recommends maintaining CRRA’s position with CCM. He said given the position CCM took on a bill in the past management wanted to confirm with the Board that it is in support of this action.

Chairman Stein said he is attending a meeting with Director Bingham, President of CCM, Jim Finley, CCM Executive Director, and Mr. Kirk to address communication issues and to strengthen that relationship going forward. He said he agrees with management that being part of CCM is important and noted having a booth at the CCM convention provides an opportunity to meet with member town leaders.

Director Damer said there was some question at the Policies & Procurement Committee meeting of how the Executive Director makes choices regarding policy for the organization. Director Bingham said that depends on the issue and noted CCM has a fairly structured legislative implementer with Committees that then refer on to a larger Board. He said generally speaking Mr. Finely tries to give municipalities as many options as possible and in that specific case it was more a pro-option decision.

Director Bingham said CCM had met last week and discussed possibly changing that position in favor of a more state wide solid waste management plan. He said CCM and CRRA do not have to agree on everything.

DISCUSSION - POTENTIAL AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH BROWN RUDNICK

Mr. Kirk said there was concern by the Board last year over CRRA's use of a municipal advisory consultant. He said management is recommending that CRRA does not renew that contract and instead gets a portion of those services from other vendors which are already in CRRA's stables, in particular Brown Rudnick, which acts as CRRA's Solid Waste Counsel. Mr. Kirk said the intent is to negotiate a lower fee with Brown Rudnick which will likely involve a minimum per month lower hourly rate.

Ms. Hunt said as long as Brown Rudnick negotiates lower prices with CRRA returning to the Board for approval is not necessary. Mr. Kirk said if those rates are higher Board approval will be required.

PRESIDENT'S REPORT

Mr. Kirk asked the Board to keep in mind that a Special meeting will be held in January on the 14, 15, 22, 28, or 29th. He said there is a possibility that CRRA will accelerate the consideration of the power contract by one month due to CRRA's needs to set a tipping fee at the end of January versus February due to contract restraints. Mr. Kirk said this may not be the case, but a meeting may be held prior to Christmas to accept or reject the power contract option.

Mr. Kirk said the plant operated without environmental safety or health problems throughout the period. He said the Mid-CT fiscal budget has highly unfavorable member waste deliveries due to a 7-12% reduction over the spring month with greater spot deliveries, greater metals revenue, lower administration costs, and higher than budgeted operating costs at the WPF. Mr. Kirk said there were less tons, lower energy prices, favorable administrative and a year-end surplus of \$1.9 million.

Mr. Kirk said on the PBF side lime costs were unfavorable and end of contract issues were unfavorable to the budget. He said there is a modest recycling surplus of about \$129,000 for the year. He said there were greater than budgeted deliveries of recyclables, lower personal and management costs, and unfavorable trends associated with fuel prices.

Mr. Kirk said the Southeast Project has a \$1.7 million surplus with reduced deliveries of member and spot waste, lower administrative costs, and boiler outages figured into that year-end surplus number. He said on the operations side all CRRA facilities are struggling with fuel shortages due to the poor economy and diversions. Mr. Kirk said Mid-Conn in particular has a substantially reduced load and has discounted way below CRRA budget numbers to attract spot waste. He said availability is maintaining its improved profile.

Mr. Kirk said there is a modest increase in spot recycling at the SWEROC towns. Mr. Kirk said the RFI for a composting facility is still in evaluation and noted pricing did not come in as favorably as management had expected.

Mr. Kirk said 44 towns have signed with CRRA and management expects the plant to be full. Mr. Kirk said that the leverage haulers have in spot waste is substantial and is driving prices down. He said tipping fee discounts affect CRRA's revenues and the very low electric contract is affecting

CRRA’s ability to set reasonable tipping fees for FY’14 and beyond and management continues to work with the CT DEEP and the Governor’s office to develop some alternative revenue opportunities.

Mr. Kirk said in July of this year the WPF broke the ultimate processing record for tons and amounts that day. He said the operating costs are about \$8 million less than they were the year prior.

EXECUTIVE SESSION

Chairman Stein requested a motion to enter into Executive Session to discuss pending litigation, trade secrets, personnel matters, security matters, pending RFP’s, and feasibility estimates and evaluations with appropriate staff. The motion, made by Director Martland and seconded by Director Adams, was approved unanimously. Chairman Stein asked the following people join the Directors in the Executive Session:

- Tom Kirk
- Jim Bolduc
- Peter Egan
- Laurie Hunt

The motion previously made and seconded to go into Executive Session was approved by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Edwards, Director Freedman, Director Griswold, Director Martland, Director Nunn, Director Slifka, and Director Painter and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Scott Slifka	X		
Ad-Hocs			
Steve Edwards, Bridgeport	X		
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

The Executive Session began at 11:11 a.m. and concluded at 11:59 a.m. Chairman Stein noted that no votes were taken in Executive Session.

VOTE ON THE RESOLUTION REGARDING THE NEW PILOT AGREEMENT WITH THE CITY OF HARTFORD AS AMENDED

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Martland and seconded by Director Segarra.

WHEREAS, Connecticut General Statutes Section 22a-270 provides that the Authority shall be exempt from state and local taxes but may enter into agreements to make payment in lieu of taxes (“PILOT”); and

WHEREAS, the agreement between the City of Hartford and CRRA pursuant to which CRRA pays a PILOT to the City will expire November 15, 2012; and

WHEREAS, CRRA acknowledges the impact of its South Meadows operations on the City of Hartford, and intends to continue to pay a PILOT to abate that impact; and

WHEREAS, the expiration of the long term Mid-Connecticut Project municipal agreements, historically low wholesale electric rates, and the prospective permitting of new out-of-state transfer facilities raise concerns regarding the continued viability of CRRA’s South Meadows facilities;

NOW THEREFORE, it is hereby

RESOLVED: CRRA will pay a PILOT to the City of Hartford, in an amount to be determined on an annual basis as part of CRRA’s budgeting process; and

FURTHER RESOLVED: That, subject to the requirements of each annual budget, the amount of the PILOT shall be calculated as follows:

CRRA shall retain an appraiser who is familiar with the area and has expertise in appraising the type of facility under consideration, who shall perform a fair market valuation of the facility, the real estate, and appurtenances owned by CRRA in Hartford. The City of Hartford shall be free to retain its own appraiser with similar attributes to provide an independent appraisal of said facilities. If the appraisals yield dramatically different results, and a compromise cannot be reached by the parties, a mediator, agreed upon by the parties will be engaged to establish the appraised value. The appraisal will be conducted at least once every five years.

The annual PILOT shall be calculated by multiplying seventy percent (70%) of the appraised value of the facility by the applicable municipal mill rate then in effect, provided that such amount is according to the number of days of such year that the agreement is in effect.

CRRA acknowledges that this new method for determining a PILOT stated above will result in lower payments to the City of Hartford. CRRA undertakes to diminish this impact by reducing the difference between the amount of the current PILOT payment and that of the new PILOT payment based upon the above stated formula, incrementally by twenty percent (20%) yearly for a period of five years.

The actual amount of the PILOT to be paid to the City will be determined each year in accordance with the financial and operational requirements of the CRRA as determined by the

Board of Directors of the CRRA in its annual budget approval, and paid to the City in semi-annual installments on January 31st and July 31st.

Director Adams said this version of the resolution includes his comments. He asked if the third appraiser is a mediator. Chairman Stein said the language Director Adams had in his comment was for an independent third appraiser. Director Painter and Director Segarra said it was for an independent mediator.

Director Painter said he believed it would be in the best interest of both parties to meet before hiring a mediator in an effort to come to an agreement. Director Damer said it would be in the best interest of both parties if CRRA receives input from the City of Hartford to get an appraiser to do the first one.

Chairman Stein said if the appraisals yield dramatically different results and a compromise cannot be reached a mediator agreed upon by both parties will be engaged to conduct an impartial appraisal. Director Segarra agreed. Director Adams suggested it say “shall be engaged to develop an appraised value” rather than conducting an impartial appraisal. Director Adams then suggested it read as “established an appraised value or develop an appraised value”.

Mr. Kirk said it was his understanding the Board would like to amend the language to “if the appraisal yields dramatically different results and a compromise cannot be reached by the parties, a mediator agreed upon by the parties will be engaged to establish the appraised value”.

The motion previously made and seconded to approve the resolution as amended was approved unanimously by roll call. Chairman Stein, Director Adams, Director Bingham, Director Damer, Director Freedman, Director Griswold, Director Martland, Director Nunn, Director Painter, Director Segarra, and Director Wawruck voted yes.

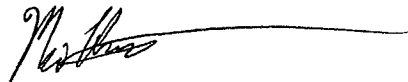
Directors	Aye	Nay	Abstain
Chairman Donald Stein	X		
John Adams	X		
Ryan Bingham	X		
David Damer	X		
Joel Freedman	X		
Timothy Griswold	X		
Ted Martland	X		
Andrew Nunn	X		
Pedro Segarra	X		
Ad-Hocs			
Steve Edwards, Bridgeport			
Mark Tillinger, Bridgeport			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

ADJOURNMENT

Chairman Stein requested a motion to adjourn the meeting. The motion to adjourn was made by Director Adams and seconded by Director Bingham and was approved unanimously.

There being no other business to discuss, the meeting adjourned at 12:04 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Moira Benacquista', followed by a long horizontal line extending to the right.

Moira Benacquista
HR Specialist/Board Administrator

TAB 2

REASSIGNMENT OF CERTAIN CRRA ASSETS AND LIABILITIES

WHEREAS, the Mid-Connecticut Project (the "Project") will officially end on November 15, 2012; and

WHEREAS, the Connecticut Solid Waste System (the "CSWS") will officially begin operations on November 16, 2012; and

WHEREAS, the Authority recognizes the need to distinguish between the revenues and expenses of the Project and CSWS for accounting purposes;

NOW, THEREFORE, it is

RESOLVED: that, as of November 16, 2012, the net assets currently classified as Project Net Assets, will be classified as CSWS Net Assets in accordance with the definition in the new CSWS Municipal Service Agreements ("MSA's")

FURTHER RESOLVED: that, as of November 16, 2012, the net assets listed on Attachment A hereto, will be included in the Landfill Division.

FURTHER RESOLVED: that, as of November 16, 2012, the net assets listed on Attachment B hereto, and those not part of CSWS and the Landfill Division will be included in the Property Division.

CRRA
"Landfill Division"
11/16/2012

Net Assets

Barbarino Property in Wallingford
Ellington DEP Landfill Trust Fund
Ellington Landfill Post Closure Reserves
Hartford Landfill Post Closure Reserves
All Landfill Equipment & Buildings
Shelton DEP Landfill Trust
Shelton Landfill Future Use Reserve
Shelton Landfill Post Closure Reserves
Wallingford DEP Landfill Trust Fund
Wallingford Landfill Post Closure Reserves
Waterbury DEP Landfill Trust
Waterbury Landfill Post Closure Reserves

Attachment A

CRRA
"Property Division"
11/16/2012

Net Assets

Bridgeport Land Lease

South Meadows Bill Board Lease

171 Murphy Road Property

Shelton Property Leases

Waterbury Non-Landfill Property

Honeyspot, Stratford Facility

JET'S Facility

South Central Facility Capacity Lease

Maxim Road – Railroad Siding

Enron Litigation Reserve

Wallingford Project Closure Reserves

Bridgeport Project Closure Reserve

Attachment B

TAB 3

CRRA
CONNECTICUT SOLID WASTE SYSTEM (“CSWS”)
FISCAL YEAR 2013 BUDGET MODIFICATION AND USE OF THE
HARTFORD LANDFILL POST-CLOSURE RESERVE

Summary

As presented to the Board previously, The Authority faces an insufficient revenue and cash flow stream to meet its anticipated obligations in the CSWS budget period commencing November 16, 2012. This results primarily from less than expected tonnages from municipalities both in terms of commitments and deliveries and the current outlook for reduced spot prices. While The Authority has taken and continues to take numerous steps to reduce its administrative and operating costs, the requirement is too large to overcome. In addition, the Board at its September, 2012 meeting made certain commitments to the City of Hartford Pilot Program which complicates the cash flow.

In order to accommodate these various goals which culminates in maintaining the tip fee of \$62.50, as approved in February 2012, and to minimize the possibility of running a deficiency the following measures are presented for Board authorization.

- Closure of the Ellington Transfer Station and
- Use of Hartford Landfill Post Closure resource as a temporary line of credit to fund operating expenditures

**CONNECTICUT SOLID WASTE SYSTEM (“CSWS”)
FISCAL YEAR 2013 BUDGET MODIFICATION AND USE OF
THE HARTFORD LANDFILL POST-CLOSURE RESERVE**

WHEREAS, it is unlikely that CSWS will have sufficient and timely cash flow to meet its obligations; and

WHEREAS, the Connecticut Resources Recovery Authority (CRRA) operates a transfer station in the Town of Ellington to aggregate Municipal Solid Waste (“MSW”) for specific municipalities to deliver to the Authority’s South Meadows waste to energy facility; and

WHEREAS, CRRA’s long-term Municipal Solid Waste Agreements (“MSA”) with these specific municipalities expire on November 15, 2012; and

WHEREAS, several of the municipalities that currently use the transfer station in Ellington have not entered into new MSAs with CRRA, thereby reducing the quantity of MSW to a level not sufficient to continue to economically aggregate; and

WHEREAS, Connecticut General Statutes Section 22a-270 provides that the Authority shall be exempt from state and local taxes but may enter into agreements to make payment in lieu of taxes (“PILOT”); and

WHEREAS, the agreement between the City of Hartford and CRRA pursuant to which CRRA pays a PILOT to the City will expire November 15, 2012; and

WHEREAS, at its September 27, 2012 board meeting, this Board resolved to pay a PILOT to the City of Hartford in an amount to be determined on an annual basis as part of CRRA’s budgeting process; and

WHEREAS, CSWS’s Fiscal Year 2013 budget, established by this Board at its February 23, 2012 meeting, included a PILOT payment; and

WHEREAS, the CSWS initial revenues will potentially be received after its initial expenses creating the need for a line of credit; and

WHEREAS, CRRA’s reserve for the post-closure care and maintenance of the Hartford Landfill will be fully funded as of November 15, 2012, but most of the funds will not be needed for well into the future;

NOW THEREFORE, it is hereby

RESOLVED: That management is authorized to suspend operations at the transfer station in located in Ellington Connecticut effective January 2013; and

FURTHER RESOLVED: Subject to the execution of an agreement with the City of Hartford on the terms set forth in this Board's September 27, 2012 resolution, CSWS will pay a PILOT to the City of Hartford [on or before January 31, 2013]; and

FURTHER RESOLVED: In the event that CSWS has insufficient cash on hand to meet its obligations, the President is authorized to move sufficient funds from CRRA's Hartford Landfill Post-Closure Reserve into the CSWS Operating Account, and to use such funds to pay operating expenses; and

FURTHER RESOLVED: That the amount "borrowed" from the Hartford Landfill Post-Closure Reserve, with interest based on the Treasurer's Short Term Investment Fund ("STIF") thereon, be returned in the subsequent year by inclusion in the CSWS net cost of operations.

TAB 4

Connecticut Resources Recovery Authority

Reserve Analysis

October 25, 2012

Annually management reviews the Authority's restricted and unrestricted reserves. The purpose of this review is to determine if additional funds will be required to be deposited in the upcoming budget process or if certain reserves can be reduced, dissolved and/or funds re-designated.

The following resolutions are Management's recommendations based upon this year's review:

Copies of the individual Reserve summaries are attached for your review.

RESOLUTION REGARDING CERTAIN PROJECT RESERVES

WHEREAS, the Mid-Connecticut Project's bonds will be paid off on November 15, 2012 and the bond Trustee holds several accounts and reserves related to these bonds; and

WHEREAS, the Authority has a Post Litigation Reserve related to continuing legal fees associated to Enron which will need to be maintained after November 16, 2012; and

WHEREAS, on November 16, 2012 the Connecticut Solid Waste System will begin operation and will have to establish operating and reserve accounts; and

WHEREAS, the Rolling Stock Reserve and the Facility Modification Reserve are reserves intended to fund normal capital expenditure to the facilities that makes up the South Meadows's waste to energy system and the concurring recycling system; and

WHEREAS: on November 16, 2012 the Mid-Connect Project will end and in order to continue to fund Project expenditures the Project Closure Reserve was established and funded; and

WHEREAS, the Authority has established Mid-Connecticut Project reserves that will need to be closed and dissolved once their intended function is completed and the balance becomes zero; and

WHEREAS: the Authority has established reserves related to the Hartford Landfill closure and post-closure liabilities and wants to ensure post-closure activities are properly funded once the landfill is certified closed; and

WHEREAS: the Authority has established the Bridgeport Post Project Reserve and the Wallingford Project Closure Reserve to ensure funds were available to pay the Bridgeport and Wallingford Projects' liabilities and now some of the funds are no longer needed; and

NOW, THEREFORE, BE IT:

RESOLVED: That once the Mid-Connecticut Project's bond has been retired, any remaining funds after November 15, 2012 in the Trustee accounts and reserves be transferred to the Mid-Connecticut operating account and the Trustee accounts be closed the funds transferred from the Operating & Maintenance Fund and Renewal & Replacement Fund accounts be redirected to the Hartford Landfill Post-Closure Reserve per the February 24, 2011 Board of Directors' resolution;

FURTHER RESOLVED: That the Post Litigation Reserve's name be changed to the Enron Litigation Reserve and the Facility Modification Reserve's name be changed to the CSWS Capital Expenditure Reserve and their net assets be transferred to the CSWS; and

FURTHER RESOLVED: That the any remaining funds in the Rolling Stock Reserve be transferred to the CSWS Capital Expenditure Reserve and the Rolling Stock Reserve be dissolved and its corresponding Treasurer's Short Term Investment Fund ("STIF") account be closed; and

FURTHER RESOLVED: That in accordance with the Mid-Connecticut Fiscal Year 2013 Budget in the caption “Use of Board Designated Reserve” when the Recycling, Education, and Solid Waste Initiatives Fund (“RESWI”) is exhausted, the reserve be dissolved and the corresponding STIF account be closed; and

FURTHER RESOLVED: That the President is authorized to approve the use of funds from the Mid-Connecticut Project Closure Reserve to pay the Mid-Connecticut Project costs and fees incurred after November 15, 2012; and

FURTHER RESOLVED: That once the activities associated with the Mid-Connecticut Transition Funds Reserve are completed any remaining funds be transferred to the Mid-Connecticut Project Closure Reserve to off-set any residual Mid-Connecticut liabilities and the Mid-Connecticut Transition Fund be dissolved and its corresponding STIF account closed; and

FURTHER RESOLVED: That once the Mid-Connecticut Project Reserves are depleted that they be dissolved and their corresponding STIF account be closed; and

FURTHER RESOLVED: That once the Stratford Recycling Capital Reserve and the Commodity Revenue Share Reserve are distributed that they be dissolved and their corresponding STIF account be closed; and

FURTHER RESOLVED: That once all the closure activities at the Hartford Landfill are completed any remaining funds in the Hartford Landfill Closure Reserve be transferred to the Hartford Landfill Post-Closure Reserve, the Hartford Landfill Closure Reserve be dissolved and its corresponding STIF account be closed; and

FURTHER RESOLVED: That the funds in the Wallingford Project Risk Fund Reserve (approximately \$663,000) be distributed to municipalities that constituted the Wallingford Project in the same manner as the previous Project distributions and that the Wallingford Project Risk Fund Reserve be dissolved and the corresponding STIF account closed; and

FURTHER RESOLVED: That \$146,945 from the Bridgeport Post Project Reserve be distributed to municipalities that constituted the Bridgeport Project in the same manner as the previous Project distributions.

Connecticut Resources Recovery Authority Reserves

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Connecticut Resources Recovery Authority

October 25, 2012

Reserve: SHELTON LANDFILL POST-CLOSURE

Account #: 51-000-000-10301

Designation: Board Designated

Assignment: Landfill Division

Purpose: To cover a portion of the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill

Fund Basis: The basis is reviewed annually by internal staff and on occasion by an outside consultant to verify that the reserve combined with the DEP Trust-Shelton Landfill fund is adequately funded. Current cost estimate to monitor and maintain the landfill do not include any funds for future changes in law.

Fund Source: Past funding has come from the Bridgeport Project operating budgets.

Fund Amount as Of June 30, 2012: \$5,646,121

Term: Thirty years after the landfill is certified closed. Ash area certified close April 2001 and MSW area certified closed October 1997. Post-closure ends in fiscal year 2030.

Supporting Documentation:

The Board approved a resolution on June 17, 1999 to transfer \$2,734,000 from prior year surpluses to the post-closure reserve. In addition, the Board through adoption of the annual budget authorized annual contributions into this reserve.

Recommendation:

The Authority has recorded the post-closure liability on its financial statements. Continue to perform a full analysis of the account on an ongoing basis. Annually review fund necessity and adequacy of financial assurance in conjunction with the Shelton DEP Trust as part of annual analysis on an ongoing basis.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: DEP TRUST-SHELTON LANDFILL

Account #: 51-000-000-13204

Designation: Restricted - DEEP

Assignment: Landfill Division

Purpose: To cover a portion of the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill

Fund Basis: Staff provides Management with an annual review of all expenses associated with maintaining and monitoring each of its landfills. Management reviews and approves adequately reserve funding and provides funding assurance estimates to the Connecticut Department of Environmental Protection (“CTDEP”) for its review and approval. The CTDEP required additional financial assurances for this landfill and the Authority chose to deposit a portion of the post-closure funds into this trust to fill CTDEP requirements.

Fund Source: Shelton Landfill Postclosure Reserve.

Fund Amount as Of June 30, 2012: \$5,678,024

Term: Thirty years after the landfill is certified closed. Ash area certified close April 2001 and MSW area certified closed October 1997. Post-closure ends in fiscal year 2030.

Supporting Documentation:

The Authority reviews and provides representation of financial assurance for each of its landfill’s post-closure liabilities to the Connecticut Department of Environmental Protection. Due to certain Permit renewal restrictions, the Authority was required to provide enhanced financial assurance. The Board approved the following resolution at their May 27, 2010 meeting to transfer \$5,671,840 from in the Shelton Landfill Post-Closure STIF Reserve.

“**WHEREAS**, due to change in the Permit for the Shelton Landfill, a new financial assurance mechanism must be in place by June 1, 2010; and...

...**WHEREAS**, the Connecticut Department of Environmental Protection requires that funding equal to the post-closure cost estimated through the end of fiscal year 2020 be placed in a Post-Closure Trust Fund. ...

...**RESOLVED**: That \$5,671,840 funds in the Shelton Landfill Post-Closure STIF Reserve be transferred to U.S. Bank for deposit in a trust fund used to demonstrate financial assurance: ...”

Recommendation:

Annually review fund necessity and adequacy of financial assurance in conjunction with the Shelton Landfill Post-closure Reserve as part of annual analysis on an ongoing basis.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: SHELTON LANDFILL FUTURE USE

Account #: 51-000-000-12206

Designation: Restricted-DEEP

Assignment: Landfill Division

Purpose: To set aside funds to pay for expenditures associated with the two DEP Consent Orders including costs relating to future use options of the landfill.

Fund Basis: Amount based upon a DEP Consent Orders (\$330k) plus a preliminary estimate of the cost to implement the future use options at the landfill (\$530k) as required by the permit.

Fund Source: Past funding has come from Bridgeport Project operating budgets.

Fund Amount as Of June 30, 2012: \$699,518

Term: Upon completion of the work.

Supporting Documentation:

The following is the resolution approved by the Board January 16, 2003 and the January 2003 minutes:

WHEREAS: CRRA desires to create a divisible reserve account within the Bridgeport Project for the Shelton Landfill for future use expenditures of the Shelton Landfill ("Shelton Landfill Future Use Reserve");

WHEREAS: CRRA desires to fund the Shelton Landfill Future Use Reserve with \$630,000 from the Fiscal Year 2003 Operating Budget of the Bridgeport Project;

RESOLVED: That the CRRA Finance Department is authorized to create a Shelton Landfill Future Use Reserve and fund it with \$630,000.00 from the FY03 Operating Budget of the Bridgeport Project.

Chairman Pace requested a motion on the reference topic. Director O'Brien made the following motion:

WHEREAS: CRRA desires to create a divisible reserve account within the Bridgeport Project for the Shelton Landfill for future use expenditures of the Shelton Landfill ("Shelton Landfill Future Use Reserve");

WHEREAS: CRRA desires to fund the Shelton Landfill Future Use Reserve with \$630,000 from the Fiscal Year 2003 Operating Budget of the Bridgeport Project;

RESOLVED: That the CRRA Finance Department is authorized to create a Shelton Landfill Future Use Reserve and fund it with \$630,000.00 from the FY03 Operating Budget of the Bridgeport Project.

Recommendation:

Continue to maintain until final ecological risk assessment has been completed circa 2015.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WALLINGFORD LANDFILL TRUST

Account #: 51-000-000-13203

Designation: Restricted - DEEP

Assignment: Landfill Division

Purpose: To maintain financial assurance for post-closure care, thirty years of monitoring and maintenance, as required by 40 CFR 265.145 and Section 22a-449 (c) -30 CT HWMR.

Fund Basis: Estimated thirty years of monitoring and maintenance costs.

Fund Source: No supporting documents found.

Fund Amount as Of June 30, 2012: \$153,472

Term: Upon completion of thirty years of post-closure monitoring and maintenance.

Supporting Documentation:

The following is language from the regulations.

“...an owner or operator of a facility with a hazardous waste disposal unit must establish financial assurance for post-closure care of the disposal unit...”

Recommendation:

The Authority has recorded the post-closure liability on its financial statements and includes these funds as part of the post-closure funding resources. In Fiscal Year 2014 Management will request the release of these funds from DEEP and transfer these funds into the Wallingford Landfill Post-Closure Reserve.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WALLINGFORD POST-CLOSURE

Account #: 51-000-000-10306

Designation: Board Designated

Assignment: Landfill Division

Purpose: To cover the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill.

Fund Basis: The basis is reviewed annually by internal staff and on occasion by an outside consultant to verify that this reserve in conjunction with the DEP Trust-Wallingford Landfill fund is adequately funded. Current cost estimate includes estimated costs for environmental insurance premiums. These estimates do not include any funds for future changes in law.

Fund Source: Past contributions have been through the annual operating budget.

Fund Amount as Of June 30, 2012: \$5,495,304

Term: Thirty years after the landfill is certified closed. The landfill was certified closed in February 2005 and the post-closure ends in fiscal year 2035.

Supporting Documentation:

Below is Section 5.12 of the Amended and Restated Municipal Solid Waste Delivery And Disposal Contract between CRRA and the Town of Wallingford in reference to this Reserve. The entire section of the contract pertaining to this reserve is available in the reserve folder.

The Authority, with the approval of the Policy Board, shall establish a fund intended to meet any and all costs and expenses related to the Facility, the Site and/or the Residue Disposal Site(s), including but not limited to environmental clean-up costs and post-closure monitoring costs, which may result from the use of the Facility, The Site and/or the Residue Disposal Site(s) pursuant to this Agreement but which are not quantified or do not arise until after this Agreement otherwise ends.

In addition, the following language is from Section 6.12 of the Lease Agreement between CRRA and the Town of Wallingford.

The Authority shall provide all post-closure maintenance and monitoring of the Demised Property required by then applicable DEP regulations. The provisions of this Section 6.12 shall survive the term of this lease.

Recommendation:

The Authority has recorded the post-closure liability on its financial statements. Continue to perform an annual analysis of the account on an ongoing basis.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: DEP TRUST WALLINGFORD LANDFILL

Account #: 51-000-000-13205

Designation: Restricted - DEEP

Assignment: Landfill Division

Purpose: To cover a portion of the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill

Fund Basis: Staff provides Management with an annual review of all expenses associated with maintaining and monitoring each of its landfills. Management reviews and approves adequately reserve funding and provides funding assurance estimates to the Connecticut Department of Environmental Protection ("CTDEP") for its review and approval. The CTDEP required additional financial assurances for this landfill and the Authority chose to deposit a portion of the post-closure funds into this trust to fill CTDEP requirements.

Fund Source: Wallingford Landfill Postclosure Reserve.

Fund Amount as Of June 30, 2012: \$1,681,001

Term: Thirty years after the landfill is certified closed. The landfill was certified closed in February 2005 and the post-closure ends in fiscal year 2035.

Supporting Documentation:

The Authority reviews and provides representation of financial assurance for each of its landfill's post-closure liabilities to the Connecticut Department of Environmental Protection. Due to certain Permit renewal restrictions, the Authority was required to provide enhanced financial assurance. The Board approved the following resolution at their May 19, 2011 meeting to transfer \$1,680,400 from the Wallingford Landfill Post-Closure STIF Reserve.

"**WHEREAS**, due to change in the Permit for the Wallingford Landfill, a new financial assurance mechanism must be in place by June 30, 2011; and...

...**WHEREAS**, the Connecticut Department of Environmental Protection ("CTDEP") requires that funding equal to the post-closure cost estimated through the end of fiscal year 2020 be placed in a Post-Closure Trust Fund. ...

...**RESOLVED**: That \$1,680,400 funds in the Wallingford Landfill Postclosure STIF Reserve, as approved by the CTDEP, be transferred to U.S. Bank for deposit in a trust fund used to demonstrate financial assurance: ..."

Recommendation:

Annually review fund necessity and adequacy of financial assurance in conjunction with the Wallingford Landfill Post-closure Reserve on an ongoing basis.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WATERBURY POST-CLOSURE

Account #: 51-000-000-10307

Designation: Board Designated

Assignment: Landfill Division

Purpose: To cover the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill

Fund Basis: The basis is reviewed annually by internal staff and on occasion by an outside consultant to verify that the reserve is adequately funded. Current cost includes estimated costs for environmental insurance premiums. These estimates do not include any funds for future changes in law.

Fund Source: Past funding has come from the Bridgeport Project operating budgets.

Fund Amount as of June 30, 2012: \$1,216,781

Term: Thirty years after the landfill is certified closed. Circa 2038.

Supporting Documentation:

The Board approved the following resolution at their April 2005 meeting.

...“**RESOLVED:** That a reserve be established to cover post-closure costs for the Waterbury Landfill for the Bridgeport Project.”

Recommendation:

The Authority has recorded the post-closure liability on its financial statements. Continue to perform an annual analysis of the account on an ongoing basis.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WATERBURY LANDFILL TRUST

Account #: 51-000-000-13202

Designation: Restricted - DEEP

Assignment: Landfill Division

Purpose: To provide a performance bond or surety to guarantee closure of the landfill as required by the solid waste permit.

Fund Basis: Estimated cost for post-closure activities.

Fund Source: No supporting records found.

Fund Amount as Of June 30, 2012: \$174,497

Term: Upon closure of the landfill or approval from DEEP that another funding source could be utilized. The Authority is currently reviewing the post-closure plan with the DEEP to determine if a separate DEEP post-closure fund will be required or if these funds can be transferred into the current post-closure reserve and this account be closed.

Supporting Documentation:

The following is language from the regulations.

“...an owner or operator of a facility with a hazardous waste disposal unit must establish financial assurance for post-closure care of the disposal unit...”

Recommendation:

The Authority has recorded the post-closure liability on its financial statements and includes these funds as part of the post-closure funding resources. In Fiscal Year 2014 Management will request the release of these funds from DEEP and transfer these funds into the Waterbury Landfill Post-Closure Reserve.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: DEBT SERVICE RESERVE FUND

Account #: 41-000-000-13133

Designation: Restricted - Trustee

Assignment: Mid-Connecticut

Purpose: To provide debt service payment security to 1996 Series bondholders.

Fund Basis: Maximum Annual Debt Service amount in any calendar year, adjusted annually by the Trustee.

Fund Source: 1985 Series Bonds (the amounts in the current DSRF were originally funded by the 1985 Series Bonds. The 1996 Series Bonds refunded the 1985 Series Bonds.)

Fund Amount as of June 30, 2012: \$1,461,492

Term: Upon final payment of bonds.

Supporting Documentation:

Language from the Mid-Connecticut Bond Resolution adopted March 13, 1985.

Section 5.2 of the Bond Resolution states that the Authority shall establish and create certain funds and accounts which include a Special Capital Reserve Fund, which is the same as the Debt Service Reserve Fund.

“Section 5.10 *Special Capital Reserve Fund* (A) Upon the delivery of any Bonds, the Authority shall pay to the Trustee from the proceeds of such Bonds or otherwise, the sum of money, if any, necessary to increase the amount in the Special Capital Reserve Fund to the Special Capital Reserve Fund Requirement.”

Recommendation:

Continue to maintain as required by the indenture. Funds will be used to pay the debt in FY 2013 and any residual funds will be requisitioned from the Trustee and transferred into the Mid-Connecticut operating account.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: DEBT SERVICE FUND

Account #: 41-000-000-13130

Designation: Restricted - Trustee

Assignment: Mid-Connecticut

Purpose: To provide debt service (principal and interest) payments to 1996 Series bondholders.

Fund Basis: One-sixth of the next ensuing interest payment due and one-twelfth of the next ensuing principal payment due.

Fund Source: Monthly transfers from the Mid-Connecticut Revenue Fund.

Fund Amount as of June 30, 2012: \$2,797,175

Term: Upon final payment of bonds.

Supporting Documentation:

Language from the Mid-Connecticut Bond Resolution adopted March 13, 1985.

Section 5.2 of the Bond Resolution states that the Authority shall establish and create certain funds and accounts which include a Debt Service Fund.

The Debt Service Fund is sub-divided into two Accounts: the Interest Account and the Principal Installment Account

“Section 5.9 *Debt Service Fund*. (A) The Trustee shall pay out of the Interest Account of the Debt Service Fund to the respective Paying Agents for any of the Bonds (i) on the day preceding each Interest Payment Date, the amount required for the payment of interest on the Bonds due on such Interest Payment Date and (ii) on the day preceding the redemption date, the amount required for the payment of accrued interest on Bonds redeemed unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied by the Payment Agents to such payment. The Trustee shall also pay out of the Interest Account the accrued interest included in the purchase price of the Bonds purchased for retirement.

“(B) The Trustee shall pay out of the Principal Installment Account to the respective Payment Agents, on the day preceding each Principal Installment Date for any of the Bonds, the amounts required for the payment of principal due on such Principal Installment Date and such amounts shall be applied by the Paying Agents to such payments.”

Recommendation:

Continue to utilize the account until depleted as part of the annual debt payment on bonds in FY13. Any residual funds will be requisitioned from the Trustee and transferred into the Mid-Connecticut operating account.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: REVENUE FUND

Account #: 41-000-000-13101

Designation: Restricted - Trustee

Assignment: Mid-Connecticut

Purpose: To receive all revenues associated with the Mid-Connecticut Project including the FY 11 and FY 12 surpluses and to make disbursements, to the funds and accounts established under the Mid-Connecticut Bond Resolution.

Fund Basis: None

Fund Source: Tip fees, energy revenues and other miscellaneous income.

Fund Amount as of June 30, 2012: \$4,531,698

Term: Upon final payment of bonds.

Supporting Documentation:

Language from the Mid-Connecticut Bond Resolution adopted March 13, 1985.

Section 5.2 of the Bond Resolution states that the Authority shall establish and create certain funds and accounts which include a Revenue Fund.

“Section 5.4 *Revenue Fund*. All Revenues received shall, upon receipt, be deposited with the Trustee unless required more frequently and credited to the Revenue Fund. Prior to the Commercial Operation Date at least monthly and thereafter unless required more frequently as soon a practicable after the end of each Billing Period and in any case no later than forty-five (45) days after the end of such Billing Period, the Trustee shall withdraw from the Revenue Fund and transfer to the Person, Funds and Accounts as set forth”...in the Section and in the priority as indicated in the Section.

Recommendation:

Account will continue to be utilized until the bonds are retired on November 15, 2012. Any remaining funds will be requisitioned from the Trustee and transferred into the Mid-Connecticut operating account.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: RENEWAL & REPLACEMENT FUND

Account #: 41-000-000-13106

Designation: Restricted - Trustee

Assignment: Mid-Connecticut

Purpose: To provide funds for improvements, constructions, reconstructions, major repairs, renewals, replacements or maintenance items not recurring annually or at shorter intervals and for costs of equipment.

Fund Basis: Minimum funding requirement is \$1,500,000 as defined in the Mid-Connecticut Bond Resolution.

Fund Source: Series 1985 Bonds

Fund Amount as of June 30, 2012: \$1,503,960

Term: Upon final payment of bonds.

Supporting Documentation:

Language from the Mid-Connecticut Bond Resolution adopted March 13, 1985.

Section 5.2 of the Bond Resolution states that the Authority shall establish and create certain funds and accounts which include a Renewal and Replacement Fund.

“Renewal and Replacement Fund Requirement” means \$1,500,000 or such greater amount as the Consulting Engineer shall determine is required on an annual basis.

“Section 5.7 Renewal and Replacement Fund. (1) The Trustee shall withdraw from the Renewal and Replacement Fund amounts requisitioned by the Authority for, and apply the same to, the reasonable and necessary expenses of the Authority with respect tot the Mid-Connecticut System, for improvement, constructions, reconstructions, major repairs, renewals, replacement or maintenance items of a type not recurring annually or at shorter intervals and for costs of equipment.”

“(2) If on any date all withdrawals or payment from the Renewal and Replacement Fund required by any other provision of this Resolution with respect to the same and every prior date shall have sooner been made and the amount in the Renewal and Replacement Fund exceeds the Renewal and Replacement Fund Requirement, the Trustee shall withdraw from the Renewal and Replacement Fund the amount of such excess and pay the moneys as withdrawn into the Revenue Fund as Revenues.”

Recommendation:

Per Board Resolution from its February 24, 2011 transfer funds to the Hartford Landfill Postclosure Reserve when the bonds are paid off to replenish funds used in the Fiscal Year 2012 budget calculation to offset expenses.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: OPERATING & MAINTENANCE FUND

Account #: 41-000-000-13105

Designation: Restricted - Trustee

Assignment: Mid-Connecticut

Purpose: To provide amounts required for operating expenses to the extent the Mid-Connecticut Operating Fund does not have sufficient funds.

Fund Basis: Minimum funding requirement is \$1,500,000 as defined in the Mid-Connecticut Bond Resolution.

Fund Source: Series 1985 Bonds.

Fund Amount as of June 30, 2012: \$1,503,956

Term: Upon final payment of bonds.

Supporting Documentation:

Language from the Mid-Connecticut Bond Resolution adopted March 13, 1985.

Section 5.2 of the Bond Resolution states that the Authority shall establish and create certain funds and accounts which include an Operation and Maintenance Fund.

“Operation and Maintenance Fund Requirement” means \$1,500,000 or such greater amount as the Authority and the Consulting Engineer shall agree is prudent to maintain as a reserve for the operation of the Mid-Connecticut System.

“Section 5.6 Operation and Maintenance Fund. (1) The Trustee shall withdraw from the Operation and Maintenance Fund and deposit in the Operating Fund amounts required for Operating Expense to the extent that the Departing Fund is insufficient for such purpose at that time and will not be available from funds in the Revenue Fund at the end of the next Billing Period.

“(2) If on any date all withdrawals or payment from the Operation and Maintenance Fund required by any other provision of this Resolution with respect to the same and every prior date shall have sooner been made and the amount in the Operation and Maintenance Fund exceeds the Operation and Maintenance Fund Requirement, the Trustee shall withdraw from the Operation and Maintenance Fund the amount of such excess and pay the moneys as withdrawn into the Revenue Fund as Revenues.”

Recommendation:

Per Board Resolution from its February 24, 2011 transfer funds to the Hartford Landfill Postclosure Reserve when the bonds are paid off to replenish funds used in the Fiscal Year 2012 budget calculation to offset expenses.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: CUSTOMER GUARANTEE OF PAYMENT

Account #: 41-000-000-12112

Designation: Restricted

Assignment: Mid-Connecticut

Purpose: To deposit the cash guaranty of payments (“GOP”) received by the Authority by some of its customers.

Fund Basis: Varies by customer based upon their delivery trends.

Fund Source: Authority customers

Fund Amount as of June 30, 2012: \$156,325

Term: Various

Supporting Documentation:

Permitting, Disposal and Billing Procedures all for cash GOP’s.

Recommendation:

On November 16, 2012 these funds will be transferred to the Connecticut Solid Waste System and the Authority will continue to maintain the reserve as long as customers have cash GOP’s.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: SELECT ENERGY ESCROW

Account #: 41-000-000-13104

Designation: Restricted - Trustee

Assignment: Mid-Connecticut

Purpose: To be in compliance with the Jets power purchase and sales agreement and escrow agreement between CRRA and Select Energy.

Fund Basis: Amount established pursuant to the escrow agreement.

Fund Source: Funding came from the transfer of funds from the Power Block Facility Maintenance Fund (\$500k), the Transfer Station Maintenance Fund (\$466k) and the operating account (\$34k).

Fund Amount as Of June 30, 2012: \$1,000,000

Term: Until expiration of the power purchase and sales agreement.

Supporting Documentation:

The Board approved the following resolution at their June 2003 meeting.

“...Whereas: it is a precondition to the execution of an Energy Purchase Agreement (the “EPA”) between Connecticut Resources Recovery Authority (“CRRA”) and Select Energy, Inc., that an escrow fund in the amount of ONE MILLION DOLLARS (\$1,000,000.00; the “Escrow Fund”) be established; and ...”

Recommendation:

In June 2012 the EPA Agreement with Select Energy expired and the provisions in that Agreement that required these funds to be reserved also expired. The subsequent agreement with Nextra does not have an escrow provision, so the Trustee released these funds back to the Mid-Connecticut Project and deposited the \$1,000,000 into the Revenue Fund. As of July 2012, this account is closed.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: JETS FUND

Account #: 41-000-000-12201

Designation: Restricted

Assignment: Mid-Connecticut

Purpose: To cover Jets capital costs.

Fund Basis: The initial reserve estimate projected anticipated electricity revenues from the Jets less operating and maintenance costs of the Jets and Energy Generating Facility (EGF) to determine what level of reserves was required to cover future costs of the EGF through the term of the existing project.

Fund Source: Initial funding of \$20M was received as part of the CL&P and Enron Power Marketing, Inc agreement.

Fund Amount as Of June 30, 2012: \$1,687,044

Term: Upon final payment of bonds.

Supporting Documentation:

In addition to the letter to State Street Bank and Trust dated December 28, 2000, the Board minutes and resolutions from the November and December 2000 Board meetings imply that the intent of the prior Board was to set aside these funds to cover future costs of the EGF through the end of the Project. Furthermore, although there is no specific resolution in regards to this reserve, it is management's opinion that this reserve was set-aside for the specific purpose stated above to satisfy the Trustee.

On July 5, 2006 the Authority received an analysis from R.W. Beck that states the \$20 million was no longer necessary to be maintained in this account, but rather only \$10,888,000.

In Fiscal Year 2010, the Authority's engineers finalized the EGF/Jets capital plan for the remainder the Project and determined that this reserve will be sufficiently funded after the Fiscal Year 2011 contribution \$1,700,000.

Recommendation:

That these funds continue to be used as part for Jets Facility related capital expense and on November 16, 2012 be transferred to the Property Division.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: RECYCLING EDUCATION (City of Hartford)

Account #: 41-000-000-12203

Designation: Restricted

Assignment: Mid-Connecticut

Purpose: To reimburse the City of Hartford for expenses incurred solely for its recycling education program.

Fund Basis: Per the host community agreement the Authority shall contribute \$50,000 annually in addition to the \$100,000 annually per the PILOT agreement.

Fund Source: Past funding has come from the operating budget.

Fund Amount as Of June 30, 2012: \$395,876

Term: The requirement to fund this reserve terminates in Fiscal Year 2013 as amended February 1, 2007 under the agreement with the City of Hartford to close, maintain, and monitor the Hartford Landfill.

Supporting Documentation:

The following language is from the Agreement for Payments In Lieu Of Taxes and the Host Community Agreement between CRRA and the City of Hartford, respectively.

Commencing July 1, 1990 and for each year that the Authority owns and operates the Recycling Center the Authority hereby agrees to maintain an account and provide funding for the same in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars per year, which funds may be used by the City solely for the benefit of its recycling education program. Any funds remaining in the account at the end of each fiscal year shall be rolled over and added to the One Hundred Thousand (\$100,000.00) Dollars that the Authority is required to provide for the next succeeding year.

February 1, 2007

“CRRA will make a recycling payment of \$150,000 per year (\$50,000 of which is in addition to the current annual payment into such fund of \$100,000) into the Recycling Account...”

Recommendation:

This account will be completely funded by November 15, 2012 and therefore recommendation is that the account be used to reimburse the City of Hartford for recycling initiatives until the account is depleted and then be closed upon final funds dispersion.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: TOWN OF ELLINGTON TRANSFER STATION TRUST

Account #: 41-000-000-13211

Designation: Restricted

Assignment: Mid-Connecticut

Purpose: To be in compliance with the Certificate of Special Permit granted by the Ellington Planning and Zoning Commission.

Fund Basis: Established pursuant to the Certificate of Special Permit.

Fund Source: No supporting documents found.

Approximate Fund Amount as Of June 30, 2012: \$48,000

Term: Upon termination of the permit.

Supporting Documentation:

The following is language from the Certificate of Special Permit.

...Connecticut Resource Recovery Authority shall maintain a minimum balance of \$10,000 in a passbook account to be held by the Town of Ellington. This account shall be drawn upon to offset the expense of solid waste litter pickup in the event that the landfill operator fails to meet acceptable standards..."

Recommendation:

Continue to maintain until permits are not renewed.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: ELLINGTON LANDFILL TRUST

Account #: 41-000-000-13201

Designation: Restricted - DEP

Assignment: Mid-Connecticut

Purpose: To maintain financial assurance for post-closure care, thirty years of monitoring and maintenance, as required by 40 CFR 265.145 and Section 22a-449 (c) -30 CT HWMR.

Fund Basis: Estimated amount of post-closure costs for monitoring and maintenance. Funds are located in Treasury Bills.

Fund Source: No supporting documents found.

Fund Amount as Of June 30, 2012: \$490,822

Term: After thirty years of post-closure or until DEP and the Town agree that the post-closure account for the Ellington landfill can be used in replace of this trust.

Supporting Documentation:

The following is language from the regulations.

“...an owner or operator of a facility with a hazardous waste disposal unit must establish financial assurance for post-closure care of the disposal unit...”

Recommendation:

The Authority has recorded the post-closure liability on its financial statements and includes these funds as part of the post-closure funding resources. Transfer this account to the Landfill Division and in Fiscal Year 2014 Management will request the release of these funds from DEEP and transfer these funds into the Ellington Landfill Post-Closure Reserve.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: POST LITIGATION

Account #: 41-000-000-10233

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To provide costs of paying expert witnesses and other legal fees relating to the Enron-related lawsuits.

Fund Basis: None.

Fund Source: Enron-related litigation settlements net of amounts to be determined by court order.

Fund Amount as of June 30, 2012: \$468,218

Term: Upon resolution of pending litigation.

Supporting Documentation:

Board resolution adopted October 25, 2007.

“...**WHEREAS**, the Authority has recovered funds from the global litigation matters, which can be reserved to provide for the circumstance that the Authority shall be required by a final, non-appealable order of a court of competent jurisdiction to pay additional amounts as interest on the New Hartford judgment and for associated legal expenses for which other funds may not be available; and”

“...**FURTHER RESOLVED**: That there is hereby created a Post Litigation Reserve, which is to be funded from the global bank settlements and such funds shall be conserved for the circumstance that the Authority shall be required by a final, non-appealable order of a court of competent jurisdiction to pay additional amounts as interest on the Escrowed Funds and for up to \$800,000 of associated legal expenses for which other funds may not be available; and”

Recommendation:

Current review indicates continued open litigation based on General Counsel recommendation, Management recommend continue to maintain sufficient funds, changing the Reserve name to Enron Litigation Reserve and transferring the fund to the Property Division.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: ELLINGTON LANDFILL POST-CLOSURE

Account #: 41-000-000-10305

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill.

Fund Basis: The basis is reviewed annually by internal staff and on occasion by an outside consultant to verify that the reserve is adequately funded. Current cost estimate includes estimated costs for environmental insurance premiums. These estimates do not include any funds for future changes in law.

Fund Source: Funding came from operating budgets.

Fund Amount as Of June 30, 2012: \$3,586,446

Term: Thirty years after the landfill is certified closed. Certified closed in October 1998, post-closure ends fiscal year 2029.

Supporting Documentation:

The Board approved the following resolution at their October 2003 meeting.

“...**FURTHER RESOLVED:** That the Ellington Landfill Closure/Postclosure Reserve be renamed the Ellington Postclosure Reserve.”

Recommendation:

The Authority has recorded the post-closure liability on its financial statements. On November 16, 2012 transfer this account to the Landfill Division and continue to perform an annual review for adequacy during the budget process.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: HARTFORD LANDFILL CLOSURE

Account #: 41-000-000-10303

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover the anticipated expenditures associated with the closure of the Bulky Waste and Ash Residue areas of the Hartford Landfill.

Fund Basis: The basis is reviewed annually by internal staff. Per the existing agreement with the City of Hartford the Authority is responsible to pay all closure costs.

Fund Source: Initial funding came from a prior Hartford Landfill Closure/Postclosure Reserve. Additional funding came from the operating budget any additional funding, if needed, is to come from future operating budgets.

Fund Amount as Of June 30, 2012: \$8,714,650

Term: Upon certified closure of the landfill.

Supporting Documentation:

The Board approved the following resolution at their October 2003 meeting.

“...**FURTHER RESOLVED:** That the Hartford Landfill Closure/Postclosure Reserve be split into two separate reserves (balance as of August 31, 2003 was \$7,109,905.17) and that \$500,000 of these funds be designated for the Hartford Postclosure Reserve and the remaining fund balance be designated for the Hartford Landfill Closure Reserve....”

Recommendation:

The Authority has recorded the closure liability on its financial statements. Final closure of the landfill is anticipated to be completed in Fiscal Year 2014 once a final solar cap is installed. Continuously review this account including adequate funding requirements during final closure activities. Once closure activities are complete transfer any residual funds into the Hartford Landfill Post-Closure Reserve in the Landfill Division.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: HARTFORD LANDFILL POST-CLOSURE

Account #: 41-000-000-10304

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill.

Fund Basis: The basis is reviewed annually by internal staff and on occasion by an outside consultant to verify that the reserve is adequately funded. Current cost estimate includes estimated costs for insurance premiums and administrative costs. These estimates do not include any funds for future changes in law.

Fund Source: Initial funding of \$500,000 came from a previous reserve called the Hartford Landfill Closure / Postclosure Reserve. Additional funding is to come from operating budgets.

Fund Amount as Of June 30, 2012: \$16,587,815

Term: Thirty years after the landfill is certified closed. Estimated to be certified closed circa 2013.

Supporting Documentation:

The Board approved the following resolution at their October 2003 meeting.

“...**FURTHER RESOLVED:** That the Hartford Landfill Closure/Postclosure Reserve be split into two separate reserves (balance as of August 31, 2003 was \$7,109,905.17) and that \$500,000 of these funds be designated for the Hartford Postclosure Reserve and the remaining fund balance be designated for the Hartford Landfill Closure Reserve...”

Recommendation:

The Authority has recorded the post-closure liability on its financial statements. Transfer to the Landfill Division and continue to perform an annual analysis of the account on an ongoing basis during the budget process.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: RISK FUND

Account #: 41-000-000-10221

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To protect the project against catastrophic losses and litigation.

Fund Basis: The basis will be determined annually during the budget process.

Fund Source: Past funding has come from operating budgets.

Fund Amounts as Of June 30, 2012: \$11,346,616

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the Policy Establishing the Risk Financing Plan, which included the Risk Fund on September 18, 1990. On December 19, 1996 the Board approved a modification to the CRRA Risk Fund Policy. The resolutions and minutes are extensive.

Recommendation:

Continue to monitor and perform an annual review and update the status of this reserve to the Finance Committee.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: FACILITY MODIFICATION

Account #: 41-000-000-10223

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover capital expenditures associated with the Mid-Connecticut Project facilities.

Fund Basis: The basis will be determined annually during the budget process.

Fund Source: Past funding has come from operating budgets.

Fund Amount as Of June 30, 2012: \$6,811,991

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved a resolution on June 18, 1991 to transfer \$8,624,000 from prior year operating budget surpluses for WPF improvements. The Board adopted resolutions to designate Mid-Connecticut retained earnings to the WPF Modification reserve in the amounts of \$4,490,000 and \$3,925,000 on June 17, 1999 and May 18, 2000 respectively.

The Board approved the following resolution at their October 2005 meeting.

“FURTHER RESOLVED: that the Waste Processing Facility Modification Reserve for the Mid-Connecticut Project be renamed the Facility Modification Reserve.”

Recommendation:

On November 16, 2012, change the name of this reserve to CSWS Capital Reserve and transfer to CSWS. Continue to review this Reserve as part of the budget process.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: ROLLING STOCK

Account #: 41-000-000-10224

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover costs associated with the purchase of new and/or rebuilds of equipment such as tractors, trailers, loaders, containers, sweepers, etc.

Fund Basis: The basis will be determined annually during the budget process.

Fund Source: Past funding has come from operating budgets and retained earnings.

Fund Amount as Of June 30, 2012: \$1,216,208

Term: When Board dissolves the reserve.

Supporting Documentation:

On June 17, 1999 the Board approved a resolution to transfer \$680,000 from prior year operating budget surpluses to this reserve.

Recommendation:

On November 16, 2012, transfer any remaining funds into the CSWS Capital Reserve, dissolve this account and close its corresponding STIF account.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: SOUTH MEADOWS SITE REMEDIATION

Account #: 41-000-000-10228

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To pay for change orders not covered in the original scope of services for the South Meadows site remediation project.

Fund Basis: The basis will be determined annually during the budget process.

Fund Source: The initial funding of an estimated \$245,000 for this reserve came from a credit received from the contractor due to a reduction in the original scope of work.

Fund Amount as of June 30, 2012: \$88,093

Term: Upon completion of the work or when the Board dissolves the reserve.

Supporting Documentation:

The Board approved the following resolution at their April 2005 meeting.

“RESOLVED: That a reserve be established to cover costs not included in the original scope of the South Meadows property remediation project for the Jets/Energy Generating Facility.”

Recommendation:

Fund to be used until remediation is complete circa 2014.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: LANDFILL DEVELOPMENT FUND

Account #: 41-000-000-10308

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover ash landfill development expenditures.

Fund Basis: Based upon preliminary estimate for development costs.

Fund Source: Initial funding came from \$1.4 million of the fiscal year 2005 project surplus. Additional funding came from the FY07 operating budget and from the dilution and fund transfer of the Ash Disposal Fund in the amount of \$2,150,002 as approved at the October 23, 2009 Board of Directors meeting.

Fund Amount as Of June 30, 2012: \$296,274

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the following resolution at their October 2005 meeting.

“...**FURTHER RESOLVED:** that a Landfill Development Fund be created for the Mid-Connecticut Project to pay for ash landfill development costs and that \$1,400,000 from the fiscal year 2005 project surplus be transferred into the reserve.”

Recommendation:

The remaining funds are being used for residual clean-up work and payments associated with the Phase environmental assessments at the Franklin development site expected to be completed in Fiscal Year 2013.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: RESWI

Account #: 41-000-000-10263

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To off-set costs associated with recycling education and other solid waste initiatives.

Fund Basis: Based upon the approximate current annual cost of the Mid-Connecticut recycling education program.

Fund Source: The Fiscal Year 2012 operating budget.

Fund Amount as Of June 30, 2012: \$500,281

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the following resolution at their February 24, 2011 meeting.

“...**FURTHER RESOLVED:** that a Recycling, Education, and Solid Waste Initiatives Fund (the “RESWI”) in the amount of \$500,000 be established at the Short Term Investment Fund of the State of Connecticut (“STIF”) to fund solid waste reduction activities in support of the CTDEP Solid Waste Management Plan...”

Recommendation:

This reserve is being used as part of the Fiscal Year 2013 budget for the Mid-Connecticut Project. Once the fund is exhausted it should be dissolved by the Board.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: MID-CONN LITIGATION RESERVE

Account #: 41-000-000-10264

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover costs associated with ongoing Mid-Connecticut Project legal matters.

Fund Basis: Based upon estimated expenses associated with known potential legal actions that have or might be brought against the Mid-Connecticut Project.

Fund Source: Funding will come from the operating budget (\$3,150,000) and from the Hartford Landfill Closure Reserve (\$694,000).

Fund Amount as Of June 30, 2012: \$2,402,063

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the following resolution at their February 24, 2011 meeting.

“...**FURTHER RESOLVED:** that a Litigation Reserve in the amount of \$1,950,000 be established in a STIF account, and \$694,000 be transferred from the Hartford Landfill Closure Reserve to the Litigation Reserve; ...”

Recommendation:

Perform an annual review and update the status of this reserve to the Finance Committee.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: MID-CONN PROJECT CLOSURE

Account #: 41-000-000-10260

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover costs associated with the expiration of the project including but not limited to; cost of accounts payable and accounts receivable, accounting functions associated with project closure, and administrative expense associated with ongoing project closure meeting.

Fund Basis: The basis is the conservative estimate of the Authority's total expense to close the Mid-Connecticut Project.

Fund Source: Funding will come from the Fiscal Years 2012 and 2013 operating budgets.

Fund Amount as Of June 30, 2012: \$750,000

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the following resolution at their February 24, 2011 meeting.

“...**FURTHER RESOLVED:** that in accordance with other Authority project expirations, a Post Project Closure Reserve in the amount of \$750,000 be established in a STIF account for project-related expenses that may occur after the Project has ended; ...”

Recommendation:

Perform an annual review and update the status of this reserve to the Finance Committee.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: MID-CONNECTICUT TRANSITION FUNDS

Account #: 41-000-000-12065

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover the cost associated with transitioning from the original operator contracts to the new operator contract. Costs include both the cost of related activities and the cost of needed assets.

Fund Basis: Based upon estimates for funds needed to complete the necessary tasks related to the transition between the current waste-to-energy facility operators to the new operator (NAES).

Fund Source: Funding will come from the Fiscal Year 2012 operating budget.

Fund Amount as Of June 30, 2012: \$2,403,389

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the following resolution at their February 24, 2011 meeting.

“...**FURTHER RESOLVED:** that a Transition Fund in the amount of \$3,367,000 be established in a STIF account to support the expense associated with the transition from the two current operators to one operator; ...”

Recommendation:

Maintain until all activities associated with the transition have been completed. Any residual funds will be transferred to the Mid-Connecticut Project Closure Reserve and be used to off-set any residual Mid-Connecticut Project liabilities.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: TRASH MUSEUM

Account #: 41-000-000-10115

Designation: Board Designated

Assignment: Mid-Connecticut

Purpose: To cover the cost associated with recycling education related activities.

Fund Basis: None.

Fund Source: Funding comes from admission and gift shop revenues at the Trash Museum.

Fund Amount as Of June 30, 2012: \$87,307

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved this reserve prior to August 2010 to fund education activities.

Recommendation:

To use these funds as part of the Fiscal Year 2014 CSWS budget to offset Trash Museum related expenses. Once funds are depleted dissolve this account and close the corresponding bank account.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WALLINGFORD ESCROW

Account #: 35-000-000-13104

Designation: Restricted

Assignment: Property Division

Purpose: To cover potential costs associated with the remediation of the real property that consists of the site where the Resource Recovery Facility is located.

Fund Basis: The basis is the established of an Escrow Account pursuant to the Release and Settlement Agreement date June 23, 2010 between CRRA and Covanta Projects of Wallingford, LP, which is associated with the applicability of the Connecticut Transfer Act to the conveyance of the Wallingford Resources Recovery Facility from CRRA to Covanta Projects of Wallingford, LP

Fund Source: The Wallingford Project Risk Fund.

Fund Amount as of June 30, 2012: \$500,000

Term: The reserve will be maintained until one of the following events occurs: all funds in this reserve are depleted, the Connecticut Department of Environmental Protection determines that the requirements of the Connecticut Transfer Act have been completed or until 5 years have passed from the date Covanta (the Operator) has submitted all required documentation to DEP stating that final remediation of the land that comprises the Resource Recovery Facility site has been completed.

Supporting Documentation:

The Board adopted the following language at their June 24, 2010 meetings.

“RESOLVED: That \$500,000 of funds in the Wallingford Risk Fund be transferred to U.S. Bank for deposit in an Escrow Account, which Escrow Account will be established pursuant to the Release and Settlement Agreement date June 23, 2010 between CRRA and Covanta Projects of Wallingford, LP, and which is associated with the applicability of the Connecticut Transfer Act to the conveyance of the Wallingford Resources Recovery Facility from CRRA to Covanta Projects of Wallingford, LP. In accordance with the Release and Settlement Agreement, the Escrow Account will be maintained until the Connecticut Department of Environmental Protection determines that the requirements of the Connecticut Transfer Act, as they relate to the conveyance of the Wallingford Resources Recovery Facility, have been satisfied, which period is estimated to be approximately five years.

Recommendation:

Continue to perform an annual review and update and monitor the status of this reserve at the October Board of Director’s meetings. Any remaining funds will be distributed back to the Project’s municipalities.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WALLINGFORD RISK FUND

Account #: 35-000-000-10221

Designation: Board Designated

Assignment: Property Division

Purpose: To protect the Wallingford Project against catastrophic losses.

Fund Basis: The basis will be determined semi-annually during the Project closure update.

Fund Source: All documentation found indicates that funding of this reserve has occurred through the operating budget.

Fund Amounts as Of June 30, 2012: \$663,107

Term: When Project risks have been mitigated and the Board dissolves the reserve.

Supporting Documentation:

The Board approved the Policy Establishing the Risk Financing Plan, which included the Risk Fund on September 18, 1990. On December 19, 1996 the Board approved a modification to the CRRA Risk Fund Policy. The resolutions and minutes are voluminous. Complete minutes are available in the reserve backup file.

Recommendation:

Maintain and review on a semi-annual basis until all risks associated with the Wallingford Project have been closed. Any remaining funds will be distributed back to the Project's municipalities.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: BRIDGEPORT POST PROJECT

Account #: 35-000-000-10260

Designation: Board Designated

Assignment: Property Division

Purpose: To cover costs associated with the expiration of the project including but not limited to; cost of accounts payable and accounts receivable, accounting functions associated with project closure, and administrative expense associated with ongoing project closure meeting.

Fund Basis: The basis was determined as a conservative estimate of the Authority's total expense to close the Bridgeport Project.

Fund Source: Contributions from the Bridgeport Project's operating fund FY 09 surplus.

Fund Amount as of June 30, 2012: \$363,205

Term: The reserve will be maintained until all liabilities for this Project have been remunerated. Any residual funds will be return to the Project.

Supporting Documentation:

The Board adopted the following language at their March 26, 2009

“**Now, Therefore it is RESOLVED,** a Post Project Reserve be established to retain necessary funds to meet residual Bridgeport Project Expenses...”

The Board adopted the following language at their July 23, 2009

“...**Resolved:** That \$725,000 be transferred from the Bridgeport project subaccount STIF account to the following STIF accounts:
\$625,000 to the Bridgeport Post Project Reserve STIF account
\$100,000 to the Bridgeport Risk Reserve STIF account”

Recommendation:

Maintain and review on a semi-annual basis until all liabilities associated with the Bridgeport Project have been closed. Any remaining funds will be distributed back to the Project.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: WALLINGFORD PROJECT CLOSURE

Account #: 35-000-000-85170

Designation: Board Designated

Assignment: Property Division

Purpose: To cover costs associated with the expiration of the project including but not limited to; cost of accounts payable and accounts receivable, accounting functions associated with project closure, wrap up and distribution meetings, and ongoing project closure meeting.

Fund Basis: The basis was determined as a conservative estimate of the Authority's total expense to close this Project.

Fund Source: Contributions are from the Future Use Reserve.

Fund Amount as of June 30, 2012: \$192,294

Term: The reserve will be maintained until all liabilities for this Project have been remunerated. Any residual funds will be return to the Project.

Supporting Documentation:

The Board and the Wallingford Policy Board adopted the following language at their respective January 2009 meetings.

“FURTHER RESOLVED: That the Board approve the establishment of a Project Closure Reserve to cover costs associated with project closure: and

“FURTHER RESOLVED: That the Board approve the transfer of \$820k from the Future Use Reserve to the newly established Project Closure Reserve. Any residual funds will be distributed back to the project.

Recommendation:

Maintain until all liabilities associated with the Wallingford Project have been closed. Review account on a semi-annual basis and distribute excess funds back to the Project's municipalities accordingly.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: STRATFORD RECYCLING CAPITAL RESERVE

Account #: 61-000-000-10229

Designation: Board Designated

Assignment: Recycling Division

Purpose: To cover potential futures costs associated with the replacement or repair of capital equipment and/or buildings for the Stratford intermediate processing center now being used as a transfer station.

Fund Basis: The basis will be determined annually during the budget process.

Fund Source: This reserve was funded from the settlements reached with the Town of East Haven (net lump sum payment of \$14,634) and City of Stamford (net payment of \$122,000 paid equally over a thirty-six month period) and the City of Greenwich \$400,000 relating to their non-delivery of recyclables. Initial funding commenced in fiscal year 2006.

Fund Amount as of June 30, 2012: \$677,567

Term: The reserve will be maintained until all capital projects have been completed or until it is no longer required.

Supporting Documentation:

The Board approved the following resolution at their October 2005 meeting.

“FURTHER RESOLVED: that a Recycling Reserve be created for the Bridgeport Project to cover capital repairs and/or replacements costs for the Stratford intermediate processing center and that the initial funding of this reserve come from the settlement funds to be received from the Town of East Haven and City of Stamford.”

Recommendation:

Maintain Reserve until dissolved by the Board of Directors.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: COMMODITY REVENUE SHARE

Account #: 61-000-000-12207

Designation: Board Designated

Assignment: Recycling Division

Purpose: To cover potential futures costs associated with the Agreement between CRRA and SWEROC.

Fund Basis: None.

Fund Source: This reserve was funded from the sale of commodity revenues above a certain price threshold.

Fund Amount as of June 30, 2012: \$9,447

Term: The reserve will be maintained until all Agreement between CRRA and SWEROC ends the funds are not needed for SWEROC liabilities.

Supporting Documentation:

The Board approved the following ratification of an agreement between SWEROC and the Authority at their May 2011 meeting.

“RESOLVED: That the Board of Directors hereby authorizes the President to enter into an agreement with the Southwest Connecticut Regional Recycling Operating Committee (SWEROC).”

This Agreement contains a provision which requires the establishment and funding of this reserve through revenue share above a certain market price level.

Recommendation:

Maintain this reserve until the contract ends and the funds are not needed to fulfill SWEROC liabilities. Dissolve this reserve and close the corresponding STIF account once the funds in this account have been distributed.

Connecticut Resources Recovery Authority
October 25, 2012

Reserve: REVENUE FUND

Account #: 11-000-000-13101

Designation: Restricted - Trustee

Assignment: Southeast

Purpose: To accept all payments related to the Southeast project.

Fund Basis: None

Fund Source: Tip fees, energy revenues and other miscellaneous income.

Fund Amount as of June 30, 2012: \$4,179,555

Term: Upon final payment of bonds.

Supporting Documentation:

Section 5.1 (A) (8) of the Indenture of Mortgage and Trust dated as of December 1, 1988, as supplemented.

Recommendation:

Continue to utilize the account until final payment of bonds.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: MONTVILLE POST-CLOSURE

Account #: 11-000-000-12301

Designation: Restricted

Assignment: Southeast

Purpose: To cover the costs associated with the monitoring and maintenance of the landfill for thirty years after the certified closure of the landfill.

Fund Basis: Updated annually during the budget process by the Southeastern Connecticut Regional Resources Recovery Authority ("SCRRA").

Fund Source: Initial funding came from a payment of \$2 million from the Mohegan Properties, LLC pursuant to Section 4.5.4 of the Ground Lease between Southeastern Connecticut Resources Regional Recovery Authority and Mohegan Properties. In fiscal year 2005, SCRRA withdrew approximately \$1.5 million from the reserve to redeem the 1989 Series Bonds. Future funding will come from operating budgets.

Fund Amount as Of June 30, 2012: \$1,587,815

Term: Thirty years after the landfill is certified closed.

Supporting Documentation:

The Board approved the following resolution on October 21, 1999:

Chairman Ellef requested a motion on the reference topic. Director Winkler made the following motion:

RESOLVED: That \$2,000,000 received by the Authority from Mohegan Properties, LLC, pursuant to Section 4.5.4 of the Ground Lease Between Southeastern Connecticut Resources Regional Recovery Authority and Mohegan Properties, LLC (the "Ground Lease") is deposited into the Montville Landfill Postclosure Reserve as required by the Ground Lease.

FURTHER RESOLVED: That \$990,000 of existing funds in the Montville Landfill Postclosure Reserve be de-designated for application to other project purposes.

Recommendation:

Continue to maintain the reserve as required by SCRRA.

Connecticut Resources Recovery Authority

October 25, 2012

Reserve: RISK FUND

Account #: 11-000-000-10221

Designation: Board Designated

Assignment: Southeast

Purpose: To protect the project against catastrophic losses.

Fund Basis: The basis will be determined annually during the budget process.

Fund Source: Past funding has come from operating budgets.

Fund Amounts as Of June 30, 2012: \$251,972

Term: When Board dissolves the reserve.

Supporting Documentation:

The Board approved the Policy Establishing the Risk Financing Plan, which included the Risk Fund on September 18, 1990. On December 19, 1996 the Board approved a modification to the CRRA Risk Fund Policy. The resolutions and minutes are extensive.

Recommendation:

Reevaluate the risk assessments and update during the annual budget process.

TAB 5

**RESOLUTION REGARDING THE AUTHORIZATION OF
REQUEST FOR WORK FOR CRRA HARTFORD LANDFILL
ON-CALL OPERATION AND MAINTENANCE WORK**

RESOLVED: That the President is hereby authorized to execute a Request for Work with Botticello, Inc. for the operation and maintenance of the CRRA Hartford Landfill as presented and discussed at this meeting.

FURTHER RESOLVED: That the funds necessary to support the activities associated with this Request for Work that are not already included in the FY13 Landfill Division Budget for the Hartford Landfill will be funded from the Hartford Landfill Closure Reserve.

Connecticut Resources Recovery Authority
Contract Summary for Contract entitled

**Agreement for On-Call Operation and Maintenance Work for Connecticut
Resources Recovery Authority Hartford Landfill**

Presented to the CRRA Board on: October 25, 2012

Vendor/ Contractor(s): Botticello, Inc.

Effective date: December 1, 2012

Contract Type/Subject matter: Request for Work pursuant to three-year on-call services agreement

Facility (ies) Affected: Hartford Landfill

Original Contract: Three-Year On-Call Operation & Maintenance Contract 124153 (expires 2/28/15)

Term: December 1, 2012 through November 30, 2013

Contract Dollar Value: \$351,898

Change Orders: N/A

Term Extensions: N/A

Scope of Services: Provide equipment, labor, and incidentals for placing and grading cover and contour soil, and various operations and maintenance projects associated with the CRRA Hartford Landfill, as directed by CRRA.

Other Pertinent Provisions: None

Connecticut Resources Recovery Authority Agreements for On-Call Equipment Work for Connecticut Resources Recovery Authority Landfills

October 25, 2012

Executive Summary

This is to request approval of the CRRA Board of Directors for the President to enter into a Request for Work with Botticello, Inc. to perform work at the CRRA Hartford Landfill.

Discussion

The CRRA Hartford Landfill is scheduled to undergo its final phase of closure in 2013. Until that time and for thirty years thereafter, CRRA is obligated to operate and maintain the landfill in accordance with its operating permits and applicable regulations. In order to meet this obligation, CRRA must contract with a third party to perform work at the landfill using CRRA owned equipment or contractor owned equipment in preparation for the final phase of closure and to properly maintain all areas of the site.

Until December 2008, this work was performed by MDC under an agreement with CRRA. At that time, MDC notified CRRA that it would discontinue its operation and maintenance duties at the site. CRRA then, pursuant to a public solicitation process and Board of Directors approval, awarded the operation and maintenance work to Botticello, Inc. (Botticello) under a three year agreement that began March 1, 2009 and ended February 29, 2012.

In late 2011, CRRA initiated a second public procurement process for such work to continue for another three years, beginning March 1, 2012. The bid requested labor and equipment prices from contractors qualified to perform landfill operation and maintenance work. The bid was widely advertised and CRRA received and analyzed four bids from the following contractors:

Botticello, Inc.
Earth Technology, Inc.
Environmental Services, Inc. (ESI)
R. L. Rogers & Sons, Inc.

After careful consideration of each contractor's pricing and experience in landfill operation and maintenance, CRRA staff recommended award of the three year On-Call contract to Botticello, Inc. At its January 2012 meeting, the Board of Directors approved the on-call contract be awarded to Botticello, Inc.

Work done under the contract is done pursuant to individual Requests for Work, utilizing CRRA defined scopes of work and applying the equipment and labor rates in the On-Call contract.

Typical work done by Botticello, Inc. under its agreement with CRRA includes but is not limited to: placement and grading of incoming soils, installation and maintenance of stormwater management systems, leachate seep repair, installation and maintenance of erosion control measures, dust control, and equipment maintenance. Throughout the term of the contract, Botticello, Inc. has provided these services in an efficient, effective, and safe manner.

The purpose of this Request for Work is to continue to employ Botticello, Inc. to perform the work described above. It is anticipated active grading of incoming soils will occur through early summer 2013, at which time the final closure project is expected to begin. During construction, CRRA anticipates utilizing Botticello, Inc. to perform work on a more limited basis as most work within the 35 acre area upon which the solar cap will be installed will be the responsibility of the contractor chosen to complete that work. As the solar capping project nears completion, CRRA will reassess its need to employ Botticello, Inc. to perform work at the landfill. Depending on that assessment, CRRA may issue a new Request for Work to Botticello, Inc. to perform work on an as-needed basis during the landfill's post closure period.

Financial Summary

This Request for Work has an expected value of \$351,898. Funding for \$41,000 of this work is included in the approved FY2013 Landfill Division budget for the Hartford Landfill. Funding for the remaining portion of the work will come out of the Hartford Landfill Closure Reserve.

TAB 6

**RESOLUTION REGARDING DELIVERY OF COVER SOILS
TO THE HARTFORD LANDFILL**

RESOLVED: That the President is hereby authorized to enter into an agreement with Phoenix Soil, LLC for delivery of soil to be used as contouring and cover material at the Hartford Landfill, and as approved by the Connecticut Department of Energy & Environmental Protection, substantially as discussed and presented at this meeting.

FURTHER RESOLVED: That the revenue received from this contract will be deposited into the Hartford Landfill Closure Reserve.

Connecticut Resources Recovery Authority

Contract Summary for Contract Entitled

Special Waste Cover Soils Letter Agreement

Presented to the CRRA Board on:	October 25, 2012
Vendor/ Contractor(s):	Phoenix Soil, LLC
Effective date:	October 9, 2012
Contract Type/Subject matter:	Agreement. Delivery of CTDEEP approved soil to the Hartford Landfill to be used as grading and contouring material.
Facility (ies) Affected:	Hartford Landfill
Original Contract:	This is the original contract
Term:	Through May 31, 2013 or upon CRRA's decision to terminate
Contract Dollar Value:	\$800,000 (estimated based on up to 40,000 tons at \$20/ton). This is a REVENUE Contract.
Amendment(s):	None
Term Extensions:	Not applicable
Scope of Services:	Delivery of CTDEEP approved soil to the Hartford Landfill to be used as grading and contouring material. Generator – State of Connecticut DOT.
Other Pertinent Provisions:	None

Connecticut Resources Recovery Authority Hartford Landfill Delivery of Cover Soil

October 25, 2012

Executive Summary

CRRA has negotiated a contract with Phoenix Soil, LLC to deliver up to 40,000 tons of CTDEEP approved soil generated in the Connecticut DOT I-95 Auxiliary Lanes, Interchange 14 to 15 Project to the Hartford Landfill for use as grading and contouring material.

In accordance with Section 5.11 (Market Driven Purchases and Sales) of CRRA's Procurement Policies and Procedures, this is to request that the CRRA Board of Directors authorize the President to enter into an agreement with the Empire Paving, Inc. for the delivery of soil at the negotiated price.

Discussion

Although the Hartford landfill ceased accepting solid waste on December 31, 2008 and no longer needs soil for daily cover, CRRA continues to need soil to support landfill closure activities, and is permitted to accept CTDEEP approved soil to shape and grade the landfill surface in preparation for final closure.

Based on CRRA's need for CTDEEP approved soils to support landfill closure activities, and in accordance with Section 5.11 (Market Driven Purchases and Sales) of CRRA's Procurement Policies and Procedures, CRRA management periodically identifies prospective sources of non-virgin soils, acceptable to CTDEEP, that can be used as cover and contouring materials for the landfill closure, and for which a disposal charge can be assessed to the generator or deliverer of the soil. CRRA then negotiates a disposal price for the soil with the company that generates or otherwise is managing such soil. CRRA staff originally established a list of approximately 20 companies (e.g., construction contractors, environmental remediation companies, environmental consultants) and periodically contacts companies to determine if they have quantities of such soil for shipment to the landfill.

In order to reach out to more potential soil suppliers, in July 2010, staff advertised an "Expression of Interest for Soils" in the following publications throughout Connecticut:

Connecticut Post
Hartford Courant

Manchester Journal Inquirer
New Haven Register
Waterbury Republican-American
LaVoz Hispania de Connecticut
Northeast Minority News

Additionally, the Expression of Interest for Soils was submitted for posting on the DAS website and the Environmental Professionals of Connecticut website, as well as CRRA's website.

From July 2010 through 2011, staff received over 60 inquiries from owners, contractors, and consultants with potential sources of soil. Based on quantity, soil composition, the estimated delivery time frame, receipt of CTDEEP approval of the soil for use as cover material, and the Mid-Connecticut Project Permitting, Disposal and Billing Procedures, CRRA staff make a determination whether or not the soil would be of use, and if so, negotiate a tip fee for soil delivered to the landfill with the generator or their representative.

Of the more than 60 inquiries, CRRA contracted with 5 contractors at a price of \$15-\$16/ton for similar soil and has accepted approximately 41,000 tons in aggregate from those contractors since July 2010. In late 2011, CTDEEP approved a revision to CRRA's Hartford Landfill Closure Plan which modifies the landfill cap to incorporate a Solar PV installation on top of the landfill. With the approval of its revised closure plan, and based on an updated topographic survey performed in December 2011, the landfill requires additional grading and contouring soil in preparation for the final capping system. In October 2011, CRRA's Board of Directors approved a contract to accept approximately 90,000 tons of soil from the City of Hartford for a price of \$11/ton. Delivery of that soil was originally scheduled to occur during the spring/summer 2012, but is now scheduled to occur from the fall of 2012 through the spring of 2013.

In February 2012, CRRA was contacted by CTDOT regarding 80,000 to 150,000 tons of excess soil to be removed from its New Haven Harbor Crossing project and up to 15,000 tons of soil to be removed from its West Haven Train Station Project. CTDOT stated that it had some potential future no-cost outlets for the soil, but stated it would be willing to move the soil to CRRA if the price was competitive and if CRRA could commit to a large volume. CRRA staff, knowing that additional soil was needed for grading and contouring in advance of final closure, proposed a price of \$11/ton, the same price that was recently negotiated with the City of Hartford, which CTDOT accepted. At its May 2012 meeting, CRRA's Board of Directors approved contracts to accept soil from each of these projects. Since May 2012, CTDOT has delivered over 90,000 tons of soil from these two projects.

In July, 2012, CRRA received an inquiry from a consultant involved in the CTDOT's I-95 Auxiliary Lanes, Interchange 14 to 15 Project (Project). The consultant stated that the Project would be generating excess soil that would need to be disposed of. CRRA staff received information that indicated the market rate for soil disposal at landfills in

southwestern Massachusetts was approximately \$13/ton. Calculating that the additional cost of transportation to travel past CRRA's Hartford landfill to one of the Massachusetts landfills was approximately \$7/ton yields a total disposal price of \$20/ton to travel to a landfill further than the Hartford Landfill.

Knowing this price, CRRA staff quoted a disposal price of \$20/ton. Although the disposal prices are in line, the Hartford landfill offers several advantages over Massachusetts landfills:

- 1) The closer proximity of the Hartford landfill to the project means fewer trucks are required to move an equivalent amount of soil on a daily basis, simplifying truck scheduling.
- 2) There is less risk of traffic related delays.
- 3) The Hartford landfill can consistently accept large quantities of soil, while Massachusetts landfills may be limited in the amount of soil they can accept based on daily cover needs.

Phoenix Soil, LLC accepted the disposal price of \$20/ton and in October, 2012, executed a contract with CRRA for the delivery of the soil.

Financial Summary

This will provide up to approximately \$800,000 in revenue to the Mid-Connecticut project (40,000 tons at \$20.00 per ton). These revenues will be deposited in the Hartford landfill closure reserve account to ensure the cost of CRRA's proposed solar landfill cap is fully funded.

TAB 7

**RESOLUTION REGARDING AMENDMENT OF AN EASEMENT
AGREEMENT WITH THE CONNECTICUT LIGHT & POWER
COMPANY ASSOCIATED WITH PROPERTY AT THE SOUTH
MEADOWS SITE**

RESOLVED: That the President of CRRRA is authorized to execute an Amendment to the Easement Agreement with The Connecticut Light & Power Company, associated with property at the South Meadows site, substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority

Contract Summary for Reserved Easement Modification Agreement between CRRA and The Connecticut Light & Power Company

Presented to the CRRA Board on:	October 25, 2012
Counterparty:	The Connecticut Light & Power Company
Effective date:	Upon Execution
Contract Type/Subject matter:	Real Estate Easement Agreement
Facility Affected:	South Meadows Site
Payment:	\$8,900.00
Other Pertinent Information:	<p>This is a Permanent Easement that is recorded on the land records.</p> <p>CL&P will also pay all reasonable attorney's fees and expenses incurred by CRRA in connection with the preparation, negotiation, and execution of this Agreement.</p>

Connecticut Resources Recovery Authority

Reserved Easement Modification Agreement between CRRA and The Connecticut Light & Power Company

October 25, 2012

Executive Summary

In order to upgrade electrical equipment at its switchyard located on CRRA property at the South Meadows site, The Connecticut Light & Power Company ("CL&P") seeks to expand the area currently governed by the easement agreement between CRRA and CL&P for this area.

This is to request that the Board of Directors approve an amendment to the Easement Agreement between CRRA and CL&P so that CL&P can expand its activities in this area.

Discussion

CRRA owns the real property at the South Meadows site. This includes a parcel of property on which is located a 115kV electrical switchyard substation which contains electrical equipment owned by CL&P. Associated with this parcel of land is an Easement which provides CL&P the authority to enter the property, and operate and maintain the equipment as necessary to conduct its business.

It should be noted that the electric power produced by both CRRA's Resource Recovery Facility and by CRRA's South Meadows Jet Turbine Facility is transmitted to the 115kV switchyard for distribution to the electric power grid.

The 115kV switchyard is considered a Bulk Power Station ("BPS") pursuant to criteria established by the Northeast Power Coordinating Council ("NPCC").

(Note: The NPCC is a regional electric reliability council (one of nine in the United States), which operates under the auspices of the North American Electric Reliability Corporation ("NERC"). In June 2007, the U.S. Federal Energy Regulatory Commission ("FERC") granted NERC the legal authority to enforce reliability standards with all users, owners, and operators of the bulk power system in the United States, and made compliance with those standards mandatory and enforceable.)

In accordance with enhanced electric reliability standards that were established by NERC several years ago, CL&P is required to upgrade its BPS to comply with BPS protection and controls reliability standards.

In order to upgrade the BPS, CL&P needs to expand a building which serves as an enclosure for relay and control equipment. Expansion of the building will require that the building be placed on land not covered by the existing Easement. The additional area of land that CL&P requires for expansion of the building is approximately 2,638 square feet.

Earlier this year CL&P engaged the services of CB Richard Ellis (“CBRE”) to undertake an appraisal of the additional area of land. CBRE valued the additional area at \$8,900.00. CRRA management has reviewed the Appraisal, and accepts the value of \$8,900.00 as a reasonable value for the area that is the subject of this easement expansion.

CRRA management recommends that CRRA execute the Reserved Easement Modification Agreement with CL&P.

Financial Summary

CRRA will receive a one time payment of \$8,900.00 in consideration for the additional area to be granted to CL&P under the Easement. Additionally, CL&P will pay all reasonable attorney’s fees and expenses incurred by CRRA in connection with the preparation, negotiation, and execution of this Agreement.

TAB 8

**RESOLUTION REGARDING ADOPTION OF THE
CONNECTICUT RESOURCES RECOVERY AUTHORITY'S
CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING PROCEDURES
(Amending and superseding the Mid-Connecticut Project
Permitting, Disposal and Billing Procedures in their entirety)**

RESOLVED: That the Board of Directors hereby adopts the CONNECTICUT SOLID WASTE SYSTEM PERMITTING, DISPOSAL AND BILLING PROCEDURES, amending and superseding the Mid-Connecticut Project Permitting, Disposal and Billing Procedures in their entirety, as presented and discussed at this meeting.

Connecticut Resources Recovery Authority

Connecticut Solid Waste System

Adoption of Connecticut Solid Waste System Permitting, Disposal and Billing Procedures

October 25, 2012

Discussion

The CONNECTICUT SOLID WASTE SYSTEM PERMITTING, DISPOSAL AND BILLING PROCEDURES (“Procedures”) prescribe various procedures and rules with which CRRA and its customers must comply regarding the delivery and associated billing of solid waste and recyclables to CRRA’s facilities. These Procedures amend and supersede the Mid-Connecticut Project Permitting, Disposal and Billing Procedures in their entirety.

At this time CRRA management recommends that the Procedures be adopted. Attached is a red-line version of the former Mid-CT Project Procedures which show the proposed updated language. These revisions are proposed for the following reasons:

1. As of November 16, 2012 the Mid-CT Project transitions to the Connecticut Solid Waste System (CSWS) requiring all references to the Mid-CT Project in the Procedures to be deleted and the CSWS substituted in lieu thereof.
2. Since the current hauler agreements reference the Mid-CT Waste Disposal System, the definition of “Hauler Agreement” in the Procedures has been revised to include an agreement between CRRA and any Waste Hauler for the delivery of solid waste and/or recyclables to CRRA’s Facilities including without limitation the Mid-CT Waste Disposal System Solid Waste Disposal Agreement or a CSWS Solid Waste and Recyclables Delivery Agreement.
3. CRRA will now have the discretion to increase a hauler’s guaranty of payment if a hauler fails to meet the payment terms due to checks that fail to clear because of insufficient funds.
4. Under the current Procedures, CRRA’s rules for accepting recycling residue as an acceptable waste may be ambiguous. The new language clarifies that it is an acceptable waste and that if recycling residue is generated at a non-CRRA facility within the boundaries of a participating municipality, the hauler may deliver it to

CRRA's waste facilities subject to any terms and conditions that CRRA may require.

5. Haulers are permitted to deliver waste that originates from more than one participating municipality (mixed loads). Haulers must identify the origin of the waste from each participating municipality that the mixed load consists of. However, while there had been one tip fee for all participating municipalities under the Mid-CT Project, the new Municipal Service Agreements under CSWS have tiered pricing depending on the length of the contract. It is very conceivable that haulers may pick up waste from participating municipalities with different tip fees. Therefore, the CSWS Procedures are now amended to clarify that when waste within a mixed load originating from a participating municipality with a higher tip fee than the waste from other participating municipalities within that load, will cause the entire load to be billed at the higher tip fee.
6. Haulers may appeal any monetary fine associated with any sanction imposed by CRRA for violating the Procedures. The revisions clarify that any monetary violation is stayed during the pendency of an appeal.
7. The table of violations is revised to combine the delivery of Unacceptable Waste and Non-Processible Waste so the corresponding fines are more equitably aligned to the severity of the offense.

These changes to the Procedures require approval by the CRRA Board of Directors. CRRA is also required by statute to publish a notice in the Connecticut Law Journal 30 days in advance of CRRA's Board of Directors taking action in this regard. A copy of the notice, published in the Connecticut Law Journal on September 18, 2012, is attached.

Please note that CRRA management reported the revisions to the CSWS Procedures to the haulers at a Hauler Meeting held on October 2, 2012. No questions were asked and no comments were provided by the haulers at that meeting.

CRRA management recommends that the Board of Directors adopt these changes as proposed.

ADMINISTRATIVE REGULATIONS

Regulations and notices published herein, pursuant to General Statutes Sections 4-168 and 4-173, are printed exactly as submitted by the forwarding agencies. These, being official documents submitted by the responsible agencies, are consequently not subject to editing by the Commission on Official Legal Publications.

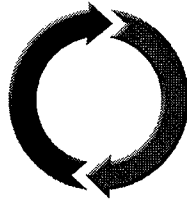
A cumulative list of effective amendments to the Regulations of Connecticut State Agencies may be found in the Connecticut Law Journal dated September 11, 2012.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Notice of Connecticut Solid Waste System Permitting, Disposal and Billing Procedures (amending and superseding the Mid-Connecticut Project Permitting, Disposal and Billing Procedures in their entirety)

Pursuant to Conn. Gen. Stat sections 1-121 and 22a-268a, Connecticut Resources Recovery Authority ("CRRRA") hereby gives notice by publication in the Connecticut Law Journal that it intends to adopt the aforementioned Procedures at its **October 25, 2012 Board Meeting commencing at 9:30 a.m.** at its Headquarters located at 100 Constitution Plaza, Hartford, CT 06103. Interested persons may present their views at that time.

The purpose of these Procedures is to establish updated delivery standards and disposal procedures for waste haulers using the CRRRA's municipal solid waste disposal and recycling facilities (Facilities), for delivery of Acceptable Solid Waste and Acceptable Recyclables, as those terms are defined in the Procedures. They include, among other things, permitting and insurance requirements for waste haulers delivering to the Facilities; operating and disposal information; billing and payment procedures; a description of possible sanctions for non-compliance with the Procedures; and an appeal process. These Procedures will amend and supersede the Mid-Connecticut Project Permitting, Disposal and Billing Procedures in their entirety.



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

MID-CONNECTICUT
PROJECT CONNECTICUT SOLID WASTE
SYSTEM

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

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CONNECTICUT RESOURCES RECOVERY AUTHORITY

**MID-CONNECTICUT PROJECTCONNECTICUT SOLID WASTE
SYSTEM
PERMITTING, DISPOSAL AND BILLING PROCEDURES**

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APPENDIX B: ~~Examples of Violations and Sanctions~~ B-1

1. GENERAL

1.1 Definitions

As used in these procedures, the following terms shall have the meanings as set forth below:

- (a) **“Acceptable Recyclables”** shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

- (b) **“Acceptable Solid Waste”** shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:
- (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,
 - (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
 - (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one half (1 1/2) inches in diameter;
 - (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
 - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;

(6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;

~~(7)~~ Non-processible Waste as defined herein; and,

~~(7)~~(8) Recycling Residue; and

~~(8)~~(9) Any other Solid Waste as defined herein deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, ~~Recycling Residue~~ (see ~~Recycling Residue~~ definition), or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.

- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (f) “**By-Pass Waste**” shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
- (g) “**Commingled Container Recyclables**” shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
 - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans;

cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

- (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
- (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
- (5) PET (polyethylene terephthalate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.
- (6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.
- (7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.
- (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.

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(h) “Connecticut Solid Waste System” shall include the Facilities.

(h)(i) **"Contaminated Soil"** shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

(i)(j) **"Designee"** shall mean

- (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
- (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.

(k) **"Effective Date"** shall mean November 16, 2012.

(l)(l) **"Facility"** shall mean CRRA's ~~Mid-Connecticut~~ waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.

(k)(m) **"Facilities"** shall mean the Waste Facilities and the Recycling Facilities.

(n) **"~~Guarantee~~ Guaranty of Payment"** has the meaning set forth in Section 2.3.

(h)(o) **"Hauler Agreement" shall mean an agreement between CRRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.**

(m)(p) **"Hazardous Waste"** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfills, as applicable. "Hazardous Waste" shall also include such other waste as deemed by CRRA in its sole discretion to be "Hazardous Waste."

~~(n)(q)~~ **“Landfill”** shall mean any real property used by any Participating Municipality and CRRA for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.

~~(o)~~ **“Member Municipality”** shall mean a Municipality that has contracted with CRRA for waste management services.

~~(p)(r)~~ **“Mixed Load”** shall mean Solid Waste from more than one Participating Municipality ~~municipality~~ stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.

~~(q)(s)~~ **“Municipal Solid Waste Management Services ~~Contract~~Agreement”** or **“MSA”** shall mean the ~~contract~~ Agreement between CRRA and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.

~~(r)(t)~~ **“Non-Processible Waste”** shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:

- (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
- (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
- (3) Scrap/Light Weight Metals (as hereinafter defined);
- (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
- (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
- (6) Christmas trees;
- (7) Automobile tires with/without rims, and
- (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.

(s)(u) **“Non-Project—CRRA Recycling Facility”** shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

(t)(v) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.

(u)(w) **“Paper Fiber Recyclables”** shall mean”

- (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled,
- (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut-down to 3 feet by 3 feet. Bundles may only be tied with string.
- (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
- (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
- (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.

(v)(x) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal

jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services ~~Contract Agreement~~ or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the CRRA web site (<http://www.crra.org>) for a list of Participating Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (w)(y) **“Permit Application”** has the meaning set forth in Section 2.1.
- (x)(z) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (y)(aa) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (z)(bb) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (aa) **“Project”** shall mean the Facilities constituting the Mid-Connecticut Project.
- (bb) **“Recycling Facility”** shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.
- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the ~~Project~~System.
- (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-~~Project~~CRRA Recycling Facility has processed Solid Waste.
- (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-~~Project~~CRRA Recycling Facility for processing.
- (ff) **“Scrap/Light Weight Metals”** shall mean ~~but not limited to~~ the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
- (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.

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- (hh) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or special approval by the Connecticut Department of Energy and Environmental Protection (“DEEP”) or another non-Authority entity.
- (jj) **“Transfer Station”** shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Solid Waste for transport to a destination of ultimate disposal.
- (kk) **“Unacceptable Recyclables”** shall include
 - (1) Unacceptable Waste;
 - (2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes; ~~telephone books~~; tiles; waxed corrugated; and window glass;
 - (3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
 - (4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.
- (ll) **“Unacceptable Waste”** shall include
 - (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under

42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

- (2) Any item of waste that is either smoldering or on fire;
- (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.

(mm) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and any additional municipal solid waste facility (ies) deemed to be economically or operationally necessary by CRRA to fulfill its mission under the Connecticut General Statutes. Landfills of the Project.

(nn) **“Waste Hauler”** shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

(oo) **“White Metals”** shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures amend and supercede in their entirety the Mid-Connecticut Project Permitting, Disposal and Billing Procedures. These procedures may be further amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA's website at www.crra.org.

1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) CRRA reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.
- (d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services ~~Contract Agreement for the Project~~. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services ~~Contract Agreement for the Project~~, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon ("Permit Application"), including but not limited to:
 - (1) General company/business information;
 - (2) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
 - (3) Origin of all waste that applicant will collect;

- (4) Estimated delivery volumes; and
- (5) An executed "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

In connection with the foregoing, each applicant shall also execute and submit to CRRA as attachments to the permit application, the following:

- (6) A "~~Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement~~Hauler Agreement" (if applicable);
- (7) A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;
- (8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (9) Any applicable fees; and
- (10) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

- (a) Upon applicant's completion of the permit application and execution of all documents attached thereto, the applicant shall submit such permit application and documents and pay the applicable permit fees to CRRA.
- (b) Pursuant to the submission of a Permit Application to CRRA, each applicant and Permittee hereby agrees to cooperate with CRRA or CRRA's Designee in any matter affecting the orderly operation of the Facilities and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that any failure to cooperate with CRRA or CRRA's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facilities.

2.3 Guaranty of Payment

- (a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more

from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.

- (c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.
- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same. At its sole and absolute discretion, CRRA may increase a guaranty of payment for any Permittee that fails to meet payment terms in accordance with Section 5.1.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
 - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
 - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application within

twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.

- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

- (a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new Permit Number or Trailer/Roll-Off Box decal at any of the Facilities. Such tare weights shall be obtained at the direction of the scale house attendant and under the procedures set forth by CRRA.
- (b) After the initial tare weights have been obtained, CRRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with CRRA and/or the Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facilities as determined by CRRA at its sole and absolute discretion.
- (d) At the direction of CRRA or CRRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.

- (c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:
 - (1) Changes in name or mailing address;
 - (2) Changes in telephone number;
 - (3) Change in physical location of Permittee's business; or.
 - (4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits

If a Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees that will collect waste from and/or deliver waste to such Participating Municipality shall be required to register with such Participating Municipality. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees collecting waste from and/or delivering waste to such Participating Municipality in addition to these procedures.

3. INSURANCE

3.1 Insurance

~~(a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:~~

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~~(1) Commercial general liability insurance alone or in combination with commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) per occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).~~

~~(2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.~~

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~~(3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.~~

~~(b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.~~

~~(c) All policies for each insurance required above shall:~~

~~(1) Name CRRA as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);~~

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~~(2) Include a standard severability of interest clause;~~

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~~(3)~~

~~(4) Hold CRRA free and harmless from all subrogation rights of the insurer; and~~

~~(5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.~~

~~(d) It shall be an affirmative obligation upon applicant/Permittee to advise CRRA's Risk Manager by fax to 860-757-7741, by e-mail to lmartin@crra.org, or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of its Permit.~~

~~(e) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.~~

~~(f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.~~

~~(g) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.~~

~~(h) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.~~

~~(i) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:~~

~~(1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,~~

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~~(2) The solvency of any insurer, or~~

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~~(3) The payment of losses.~~

~~**3.2 For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.**~~

~~(a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:~~

(1) Commercial General Liability as specified by the most recent version of ISO Form Number CG 001 (occurrence).

(2) Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto).

(3) Workers' Compensation insurance as required by statute and employers' liability insurance.

(b) Minimum Limits

Permittee shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:

- a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products & Completed Operations Aggregate
- d. \$1,000,000 Personal & Advertising Injury

2. Automobile Liability:

- a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
- b. Include Owned, Hired and Non-Owned Auto Liability

3. Workers' Compensation: Statutory Limits

4. Employers' Liability:

- a. \$500,000 Each Accident
- b. \$500,000 Disease – Policy Limit
- c. \$500,000 Disease – Each Employee

(c) Each applicant or Permittee shall submit along with its permit application or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced below.

(d) All policies for each insurance required above shall contain the following provisions:

1. CRRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Permittee:

- a. Commercial General Liability
- b. Automobile Liability

2. The Permittee agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further it shall be an affirmative obligation upon Permittee to CRRA's Risk Manager at Fax No. 860-757-7740, e-mail lmartin@crra.org or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741 within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Permit.

3. The Permittee shall waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Permit.

4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Permittee's insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the work is being performed, unless otherwise approved by CRRA.

(f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for Commercial General Liability, Automobile Liability insurance and Employers' Liability insurance.

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(g) Permittee shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.

(h) All Certificates of Insurance must be received and approved by CRRA before any Permit is issued.

(i) Permittee shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.

(j) No provision of this Section 3 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages other costs and expenses.

(k) CRRA shall not, because of accepting, rejecting, approving, or receiving any Certificates of Insurance required hereunder, incur any liability for:

- (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
- (2) The solvency of any insurer, or
- (3) The payment of losses.

(l) For purposes of this Section 3, the terms applicant or Permittee shall include subcontractor thereof.

⊕
3.23.3 3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs 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 any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

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4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

- (a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.
- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with

either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.89(j) herein.

- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.89(j) herein.
- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.9(j) herein.
- (f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.
- (g) CRRA may accept Recycling Residue from a Non-Project CRRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require, and to Appendix A.

4.2 Delivery of Acceptable Recyclables

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

4.3 Access to the Facility

Access to the Facility ~~and the Hartford Landfill~~ by vehicles delivering Acceptable Solid Waste from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to I-91 and proceeding to I-91 off-ramps closest to the destination. For the Facility, from the off-ramps, vehicles shall use Brainard and Maxim Roads to access the Facility. Murphy Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to I-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B or C.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B or C.

~~Rear loading vehicles delivering Acceptable Recyclables to the Recycling Facility and whose first or only delivery is Paper Fiber Recyclables or whose first or only delivery is Commingled Container Recyclables must enter the facility at 123 Murphy Road (Entrance marked "B").~~

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road

intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

4.5 Temporary Emergency Access to the Facilities

CRRA, in its sole discretion and subject to any conditions or restrictions that it deems appropriate, may on a case-by-case basis allow a Permittee temporary, emergency access to the Facilities for the purpose of delivering Acceptable Solid Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized pursuant to these procedures to do so; provided, that such Permittee notifies CRRA at least twenty-four (24) hours in advance of Permittee's need for such temporary, emergency access.

4.6 Hours for Delivery

- (a) The operating hours, including the list of holidays, can be obtained by contacting CRRA's Billing Department at 860-757-7700 or visiting CRRA's website at www.crra.org/pages/busi_mc_hours.htm.
- (b) CRRA may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

4.7 Vehicle Standards for Deliveries to the Facilities

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.
- (b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.
- (d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

4.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.

~~(b) CRRA may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site if accepted by CRRA.~~

(c)(b) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.

(d) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.

~~(e) CRRA will accept residue from recycling facilities only at the Facility and only if the conditions set forth in Appendix A are met.~~

(f)(e) No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.

(g)(f) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.

(h)(g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.

(i)(h) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor ~~or~~ bay ~~or~~ Landfill ~~face~~ and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.

(j)(i) Unacceptable Waste, Special Waste and any material which CRRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which CRRA has determined should be rejected is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a reloading fee of five hundred dollars (\$500.00). CRRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which CRRA has determined should be rejected, CRRA may

- (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected and made recommendations, and/or

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- (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material, revoking such Permittee's permit and imposing against such Permittee any fines or charges.

~~(k)~~(j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.

~~(l)~~(k) No drainage of roll-off boxes is allowed on the premises of any Facilities.

~~(m)~~(l) Roll-off or compactor boxes shall not be turned around on site.

~~(n)~~(m) Drivers must latch and unlatch packers in the disposal area.

~~(o)~~(n) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.

~~(p)~~(o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.

~~(q)~~(p) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.

~~(r)~~(q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.

~~(s)~~(r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.

~~(t)~~(s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.

~~(u)~~(t) No loitering is permitted at any of the Facilities.

~~(v)~~(u) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.

~~(w)~~(v) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.

~~(x)~~ CRRA reserves the right to inspect incoming deliveries at its sole discretion.

- (y)(w) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (z)(x) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.
- (aa)(y) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (bb)(z) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (ee)(aa) Mechanical densifying of aluminum containers and plastic containers is ~~prohibited~~ allowed (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (dd)(bb) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (ee)(cc) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Recycling Facilities.
- (ff)(dd) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from CRRA.
- (gg)(ee) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

4.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.

- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA ~~written evidence~~notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.10 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from ~~Multiple~~multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:
 - (1)~~The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non-Participating Municipality without first executing a Mid-Connecticut Non-Member Waste Agreement.~~
 - (2)(1)The entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee that would otherwise have been billed to the Permittee. Any Acceptable Mixed Load that contains Acceptable Solid Waste subject to different tip fees shall be charged the highest tip fee that is charged to any of the Participating Municipalities from which the waste originated.
 - (3)(2)The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidencenotice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (4)(3)Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized by CRRA to be disposed of at such Waste Facility.
 - (5)(4)Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

- (b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

- (a) CRRA or its ~~agent-Designee~~ will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the ~~Facility Delivery Standards as determined terms and conditions hereof~~. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.
- (b) Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.
- (c) Loads will be considered ~~not to meet the Facility Delivery Standards~~ unacceptable if any of the following apply:
 - (1) They originate from more than one municipality.
 - (2) They are found to be contaminated and/or unprocessable.
 - (3) CRRA has previously communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without prior written approval of CRRA.
- (d) Loads will be considered contaminated if any of the following apply:
 - (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.
 - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
 - (3) A load of Single Stream Recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than Acceptable Paper Fiber Recyclables or Acceptable Commingled Container Recyclables.
- (e) Loads will be considered unprocessable if any of the following apply:

- (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
- (2) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
- (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

5. BILLING

5.1 Payment of Invoices

- (a) Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee, at a minimum, on a monthly basis, and each Permittee shall pay in full such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

5.2 Liability for Payment of Invoices

Any Permittee who delivers to any of the Facilities by means of any vehicle, roll-off box or trailer that is owned, leased or operated by either such Permittee or by any other Permittee, person or entity, shall be responsible for the payment of any invoice issued by CRRA in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by CRRA.

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice or within the time specified in Permittee's specific contract with CRRA, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.
- (b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for the same until such Permittee pays in full to CRRA all past due invoices including any interest thereon. Additionally, CRRA may at its sole discretion pursue any remedies available to it at law or in equity, including, but not limited to, procuring the amounts owed from such Permittee's ~~guaranty~~ Guaranty of payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by CRRA in collecting the amounts of past due invoices owed by such Permittee to CRRA, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to CRRA, the Permittee will be charged a processing fee of fifty dollars (\$50.00). Permittee must also immediately submit a replacement check in the full amount by either a bank or certified check. In addition, Permittee may be denied access to the Facilities until such payment is received and processed by CRRA.
- (b) Permittees who have two returned checks within a four (4) month billing period will be required to submit all future payments by either bank or certified check for minimum period of six (6) months.

5.6 Disputes on Billing

In the event of a dispute on any portion of any invoice, the Permittee shall be required to pay the full amount of the disputed charge(s) when due, and the Permittee shall, within thirty (30) days from the date of the disputed invoice, give written notice of its dispute to CRRA. Such notice shall identify the disputed bill/invoice, state the amount in dispute and set forth a detailed statement of the grounds on which such dispute is based. No adjustment

shall be considered or made by CRRA for the disputed charge(s) until notice is give as aforesaid.

6. SANCTIONS

6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to CRRA hereunder, CRRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix B-A attached hereto for examples of violations and their applicable sanctions. However, Appendix B-A is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in Appendix B-A if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the ~~Project~~Facilities;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality ("Misrepresentation of Waste Origin"); and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, the Permittee's record ~~may~~will be considered clear and any subsequent violation after the six (6) month period ~~may~~will be considered the Permittee's first violation.

6.2 Appeal Process

A Permittee/hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation at issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (e)(f) If the Permittee/hauler's request to initiate the appeals process is granted, any monetary fine(s) imposed against it in accordance with Appendix A shall be stayed pending the final decision of the Appeals Committee. If the appeal is denied or the monetary fines are reduced by the Appeals Committee, Permittee/hauler will be invoiced accordingly and the amount shall be paid in full by such Permittee/hauler within twenty (20) days from the date of such invoice.
- (f)(g) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (g)(h) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.

(h)(i) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

It is intended that these procedures be consistent with the Municipal Solid Waste Management Services ~~Contract~~ Agreement and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services ~~Contract~~ Agreement or the laws of the State of Connecticut shall control.

7.2 Governing Law

These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

APPENDIX A

Policy Guidelines for Accepting Residue from Recycling Facilities

Authority Projects will accept residue from recycling facilities, as defined in (CGS 22a-207); that meet all of the following conditions:

- (a) ~~The Recycling Facility must possess a valid DEP Permit to Operate a Recycling Facility. A DEP permitted Solid Waste Facility (other than Recycling Facility), which provides for recycling in its approved Plan of Operations may also be deemed eligible by CRRA project staff for this purpose. Operators must provide CRRA with a copy of the DEP Permit to Operate. CRRA will determine if haulers comply with eligibility criteria before acceptance of residue.~~
- (b) ~~Residue will only be accepted in direct proportion to the solid waste received and processed by the Recycling Facility from Project participating municipalities, (i.e.) if a facility accepts 100 tons of solid waste and 10 tons of this if from project municipalities, CRRA will accept 10% of the total recycling residue.~~
- (c) ~~A listing by municipality of the amount of solid waste received, the total amount of residue generated, the amount of residue apportioned to each municipality, the method used to calculate the amount apportioned to each municipality, and the location at which all residue was disposed shall be submitted to CRRA with each payment for the period covered by the payment.~~
- (d) ~~Prior to delivering any residue to any of the facilities, Hauler and all the Authorized Companies shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler and such authorized company shall comply at all times with the Procedures, including any amendments made by CRRA thereto from time to time.~~
- (e)(f) ~~All vehicles delivering residue must possess a current, valid Authority permit, including but not limited to the necessary payment guarantees, proof of insurance and indemnification agreements.~~
- (f) ~~The Project from time to time may allow the receipt and disposal of processible non-project residue on a spot basis.~~
- (g) ~~CRRA reserves the right to inspect any facility, including records of solid waste and residue, from which residue disposal is requested and/or received.~~

APPENDIX BA

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible & Unacceptable Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste, and any delivery of <u>Unacceptable Waste</u>	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1 st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	Written Warning to the Permittee
2 nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3 rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4 th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5 th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6 th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

1. First, all Violations are done **By Disposal Location**.
2. Second, Violations are done **By Type**.
3. The above list does not include a complete list of violations. It is meant to illustrate the types of offenses that may constitute a violation.
4. Disposal privileges may be denied or suspended for serious or repeated violations.
5. Reloading charges may be applicable for certain waste violations and are payable to either CRRA or the waste-to-energy facility operator, in accordance with the respective waste-to-energy project agreements.

TAB 9

**RESOLUTION
REGARDING A
SHORT TERM FIRM DISPOSAL CAPACITY AGREEMENT FOR THE
PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE
RECYCLABLES SERVICES**

RESOLVED: The President is hereby authorized to enter into a Short Term Firm Disposal Capacity Agreement for the provision of acceptable solid waste and acceptable recyclables services with Connecticut municipalities, substantially as presented and discussed at this meeting.

CONTRACT SUMMARY

For Contract Entitled

SHORT TERM FIRM DISPOSAL CAPACITY AGREEMENT FOR THE PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES

Presented to the CRRRA Board:	October 25, 2012
Customer(s):	Connecticut Municipalities
Contract Type/Subject matter:	Short Term Firm Disposal Capacity Agreement
Facility/Project(s) Affected:	Connecticut Solid Waste System
Effective Date:	November 16, 2012
Term:	Minimum of 90 days; with 30 day notice to terminate
Disposal Fee:	\$83.06 per ton
Delivery Standard:	Acceptable Solid Waste and Acceptable Recyclables in accordance with Connecticut Solid Waste System Permitting, Disposal & Billing Procedures

SHORT TERM FIRM DISPOSAL CAPACITY AGREEMENT FOR THE PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES

October 25, 2012

Discussion

At its meeting on January 27, 2011 CRRA's Board of Directors approved several versions of Municipal Services Agreements ("MSAs") for the provision of municipal solid waste and recyclables services to municipal customers of CRRA. In consultation with the municipalities, CRRA had developed four options for consideration by the municipalities for new MSAs, which are commonly referred to as Tier 1 Short-Term, Tier 1 Long-Term, Tier 2 and Tier 3. Subsequent to its January meeting, CRRA developed a Tier 4 MSA in consultation with the Central Connecticut Solid Waste Authority, which was approved by the Board of Directors at its July 2011 meeting.

Although many municipalities have executed one of these MSAs, it is possible that, come November 15, 2012 there may be one or more municipalities that have not executed one of CRRA's standard MSA's, and have not otherwise made provision for the management of their solid waste and recyclables, and approach CRRA requesting if CRRA would consider a short term, firm capacity MSA to provide them with additional time to make a longer term decision regarding management of their MSW. In the event a municipality finds itself in such a situation, and approaches CRRA to sign such a short term agreement, CRRA should have such an agreement available to do so.

CRRA Management has developed a short term firm disposal capacity agreement. This agreement will be for a minimum of 90 days, with a provision for a 30 day notice to terminate. The disposal fee associated with the agreement will be at a price that ensures that CRRA will be able to accept and dispose of the MSW in the event that it had to be diverted out of CRRA's system to an alternate disposal facility. CRRA has a firm contract with Waste Management of Massachusetts to transport and dispose of MSW from CRRA's system for a price of \$83.06. This is the tip fee that will be set in the Short Term Firm Disposal Capacity Agreement.

This resolution is to request approval of the CRRA Board of Directors for the President to enter into such an MSA in the event CRRA is approached by a municipality to do so.

TAB 10

WHEREAS, in October 2005, CRRA established the Stratford Recycling Capital Reserve "...to cover capital repairs and/or replacement costs for the Stratford intermediate processing center...", and subsequently deposited funds received from the settlement of various disputes regarding municipal non-delivery of recyclables; and

WHEREAS, the Stratford intermediate processing center ceased operations on June 30, 2011, and the site has been converted to a transfer station; and

WHEREAS, CRRA does not anticipate the use of the site or the IPC by SWEROC after June 30, 2012; and

WHEREAS, CRRA does not anticipate the need for the funds on or before June 30, 2012 for the purposes for which they were reserved; and

WHEREAS, although the Garbage Museum has been closed for over a year, the Museum exhibits, owned by SWEROC, are still on site;

NOW THEREFORE, it is hereby

RESOLVED: That, upon removal by SWEROC of the Museum exhibits from the IPC, all funds in the Stratford Recycling Capital Reserve shall be distributed to SWEROC.