

MIRA
REGULAR BOARD MEETING
Dec. 18, 2014

Materials Innovation and Recycling Authority

100 Constitution Plaza

Hartford, Connecticut 06103

Telephone (860)757-7700 - Fax (860)757-7743

MEMORANDUM

TO: MIRA Board of Directors

FROM: Moira Kenney, HR Specialist/Board Administrator

DATE: Dec. 12, 2014

RE: Notice of Regular Telephonic Board Meeting

There will be a Regular Telephonic Board Meeting of the Connecticut Resources Recovery Authority Board of Directors on Thurs. Dec. 18, 2014, at 9:30 a.m. The meeting will be available to the public in the Board Room at 100 Constitution Plaza, Hartford, CT 06103.

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

Materials Innovation Recycling Authority
Regular Board of Directors Meeting

Agenda
Dec. 18, 2014
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 Approval of the Regular Nov. 20, 2014, Board Meeting Minutes. (Attachment 1).

IV. Policies & Procurement Committee Reports

1. Board Action will be sought for the Resolution Regarding Ash Residue Disposal Services for the Preston Resource Recovery Facility (Attachment 2).
2. Board Action will be sought for the Resolution Regarding Revision to the MIRA's CSWS Permitting, Disposal and Billing Procedures (Attachment 3).

V. Finance Committee Reports

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.

VII. Legal

1. Board Action will be sought Regarding Additional Projected Legal Expenditures (Attachment 4).

TAB 1

MATERIALS INNOVATION AND RECYCLING AUTHORITY

FOUR HUNDRED AND FORTY-NINTH

NOV. 20, 2014

A regular meeting of the Materials Innovation and Recycling Authority Board of Directors was held on Thurs. Nov. 20, 2014, in the Board Room at 211 Murphy Rd., Hartford, CT. Those present were:

Directors: Chairman Don Stein
Vice-Chairman Barlow
John Adams (present by telephone)
Steve Edwards
Ralph Eno
Joel Freedman
Jim Hayden
Andy Nunn
Scott Shanley
Bob Painter

Present from CRRA in Hartford:

Tom Kirk, President
Mark Daley, Chief Financial Officer
Peter Egan, Director of Environmental Affairs and Operations
Jeff Duvall, Director of Budgets and Forecasting
Thomas Edstrom, Interim Risk Manager
Laurie Hunt, Director of Legal Service
Deepa Krishna, Manager of Accounting and Financial Reporting
Tina Mateo, Assistant Director of Budgets and Cash Management
Moira Kenney, HR Specialist/Board Administrator
Eileen Kearney, Temporary Board Administrator

Others: Josh Hughes, Hughes & Cronin; John Pizzimenti, USA Hauling and Ann Catino, Esq.
Halloran & Sage

Chairman Stein called the meeting to order at 9:38 a.m. and said a quorum was present.

PUBLIC PORTION

Chairman Stein said 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 wishing to speak, Chairman Stein proceeded with the meeting agenda.

APPROVAL OF THE REGULAR OCT. 23, 2014, BOARD MEETING MINUTES

Chairman Stein requested a motion to approve the minutes of the Regular Oct. 23, 2014, Board Meeting. Director Hayden made the motion which was seconded by Director Adams.

The motion to approve the minutes as amended was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, and Director Painter voted yes. Director Edwards abstained.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley			
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			X
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING DRAFT AUTHORITY BUDGET

Chairman Freedman requested a motion on the above referenced item. The motion to approve was made by Director Shanley and seconded by Director Hayden.

WHEREAS, The Materials Innovation and Recycling Authority (“MIRA”) is contractually obligated to adopt Disposal Fees for its Connecticut Solid Waste System (“CSWS”) member towns on or before February 28, 2015; which fees will apply during MIRA’s fiscal year 2016 which begins July 1, 2015 and ends June 30, 2016; and

WHEREAS, The Southeastern Connecticut Regional Resource Recovery Authority (“SCRRRA”) is contractually obligated to adopt Disposal Fees for the Southeast Project member towns on or before January 1, 2015; which fees will apply during MIRA’s fiscal year 2016 which begins July 1, 2015 and ends June 30, 2016; and

WHEREAS, such Disposal Fees are to reflect the net cost of operation of the CSWS and Southeast Project as defined in the Municipal Service Agreements between CSWS member towns and MIRA, and between Southeast Project member towns and SCRRRA, respectively, each of which net cost of operation includes a properly allocable share of MIRA’s general administrative expenses commonly known as the “Authority Budget”; and (Note to Moira / Eileen – not sure how the wording of the resolution would have changed in the minutes. This should be as submitted to the Board)

WHEREAS, in order for MIRA and SCRRRA to progress timely with the evaluation and establishment of Disposal Fees for the CSWS and Southeast Project member towns it is necessary for MIRA to adopt the Authority Budget for fiscal year 2016 this time including the budget for personnel and non-personnel services that compromise MIRA's general administrative expenses and the amounts thereof that are properly allocable to MIRA projects and divisions that will be active during fiscal year 2016 including:

1. Connecticut Solid Waste Systems (CSWS)
2. Southeast Project
3. Mid Connecticut Project
4. Property Division
5. Landfill Division

NOW THEREFORE, be it

RESOLVED, that the fiscal year 2016 Materials Innovation and Recycling Authority Operating Budget attached hereto as Exhibit A be adopted substantially in the form as presented and discussed at the meeting.

Mr. Daley called attention to specific details within the Authority budget resolution concerning the CSWS and SCRRRA timeframe for adopting tip fees. He said both receive an allocation of the Authority Budget which is why the Authority Budget is adopted at this time. He noted all of the active projects and divisions which would be allocated a share of the Authority Budget in FY16; He noted that the Authority Budget includes the indirect portion of personnel services summarized in Exhibit A to the resolution as well applicable non-personnel services. Mr. Daley noted that total personnel services expenses were being reduced by 4.7% from FY 2014 actual and 4.6% from FY 2015 budget. While there is an increase in the Authority Budget this is due to a change in classification of direct or indirect personnel, not an increase in total personnel costs which are down by almost 5%.

Mr. Daley said there were no cost of living or merit increases in the personnel services budget and the provision for market progression was also reduced by 14% from that allowance in last year's budget. He said the renewal of medical benefits was a separate package which will be discussed later. Mr. Daley noted there is a reduction in the budget relating to temporary service expenses and that the total cost of personnel of this year compared to last year for personnel and temporary services represents a 6.5% reduction in total personnel cost (\$366,000).

Mr. Daley said with regard to non-personnel services, the total was \$1.6 million, which represents a 5% reduction from the FY'15 budget. He described the five line items that reduced by \$10,000 or more from last year and added that the Constitution Plaza rent was reduced by \$102,000 based on a review of MIRA's office space requirements and the local rental market undertaken in anticipation of a potential office space consolidation or relocation.

Mr. Daley also described the three line items that were increased by \$10,000 or more, the largest being insurance premiums which increased by \$101,000. He said the insurance premium increase was largely due to a change in how certain lines of coverage are allocated to the Authority Budget. He noted that Engineering, Technology & Consulting showed an increase of \$38,000 due to work that management anticipates related to the state's redevelopment of the Solid Waste Management Plan and otherwise related to redeveloping CSWS. He also noted that computer software increased by \$12,000 due to anticipated license renewals and expansions required at the plant.

Mr. Daley provided additional details on how the allocations were reflected in the budget. He said in a few months when management presents the CSWS budget, there will be approximately a \$200,000 reduction in the Authority Budget cost allocated to CSWS which will be achieved by total reductions of cost and adjustments at the calculation process. He noted that the proposed budget eliminates previous redistributions of the Southeast Project's share of the Authority Budget to other projects and divisions. He said MIRA management met with SCRARRA representatives on October 31, 2014 and the SCRARRA Board November 12, 2014 to fully review its allocated share of the Authority Budget and on November 18, 2014 provided SCRARRA with supporting documentation it had requested.

Mr. Kirk said the cap has been in place since 2009; and MIRA is now inserting actual expenses. Mr. Daley noted the 8.2% figure in the final budget proposal is a very fair assessment of the Southeast project costs.

Mr. Daley had said the SCRARRA Board pushed back a bit at the proposed changes and requested a more gradual transition from the capped amount. Mr. Daley said as requested by SCRARRA management took a much closer look at the original benchmarks used. He said that there had been a reduction from the original 10% allocation down to 8.2%. He noted the details on the allocation method. He said the SCRARRA Board commented that they did not like the change because it represents an increase and asked for further documentation.

Mr. Daley said that on November 18, 2014, SCRARRA was sent a fairly substantial package which includes this budget package and management's backup for the costs in the Authority Budget. He said the package included a written description of MIRA's role in the project and the budget allocations from 2000 through 2016. In addition, the package included comparisons of the escalation for the overall project for the same period and the escalation for the administrative budget for SCRARRA for the same period, both of which were in excess of the 3.6% escalation of the Authority Budget.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project			

RESOLUTION REGARDING ANNUAL AIR EMISSION TESTING AT THE CSWS RESOURCE RECOVERY FACILITY

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

RESOLVED: That the President is hereby authorized to enter into a contract with TRC Environmental Corporation for performance of the annual air emissions testing at the CSWS Power Block Facility for calendar years 2015, 2016, and 2017, substantially as discussed and presented at this meeting.

Mr. Kirk noted this resolution authorizes statutorily required stack testing at the power block facility. He said that the Policies and Procurement Committee is recommending that TRC be approved, noting their significant experience in the past as a contractor on a number other items and that their bid came in at the lowest price provider.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING INTERRUPTIBLE CONTRACT WASTE DELIVERY AGREEMENT

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Nunn.

RESOLVED: That the President is authorized to enter into a revenue contract with K&W Materials and Recycling, LLC for the delivery of Interruptible Contract Waste to the Connecticut solid Waste System, substantially as presented and discussed at this meeting; and

FURTHER RESOLVED, That the President is authorized to enter into a revenue contract with City Carting, Inc. for the delivery of Interruptible contract Waste to the Connecticut Solid Waste System, substantially as presented and discussed at this meeting.

Mr. Kirk said that this is an interruptible waste contract; that MIRA had the capacity in the plant; and management is comfortable with presenting it on an interruptible basis. He said MIRA went out to the market and investigated its value capacity. As a result, he said that the Policies and Procurement Committee is recommending two contracts that came in (K&W and City Carting) to supplement spot waste at a more favorable price than routinely received on a spot basis.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project	X		

**RESOLUTION REGARDING MATERIALS INNOVATION AND RECYCLING AUTHORITY
ADOPTING AN AMENDMENT TO SECTION 2.2.18 OF THE AUTHORITY'S
PROCUREMENT POLICIES AND PROCEDURES**

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

RESOLVED: That the Procurement Committee recommend that the Board of Directors adopt a revision to Section 2.2.18, Public Notice, of the Procurement Policies and Procedures. The proposed revision would amend Section 2.2.18 to include the requirement to post certain solicitations for goods and services on the State Contracting Portal and eliminate the requirement of print publication.

Mr. Kirk said this resolution details a change to MIRA's procurement policy and noted past requirements where MIRA was required to publish a notice in at least one newspaper. He said by utilizing the state model of the DAS state contracting portal would result in a modest savings of about \$6,000 a year for MIRA, a recommendation met with by approval at the Policies and Procurement Committee meeting. Mr. Kirk said the notice was properly noticed in the CT Law Journal by Ms. Hunt and there had not been any comment. Mr. Kirk said this does not preclude MIRA from time to time, if deemed appropriate, from expanding the notice base.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING DRAFT SOUTHEAST BUDGET

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

RESOLVED, that the Materials Innovation and Recycling Authority (“MIRA”) Board of Directors approve the Southeast Project MIRA Administrative Expenses in the amount of \$501,833.00; and

FURTHER RESOLVED, That the fiscal year 2016 MIRA Southeast Project Operating Budget be adopted subject to the Southeastern Connecticut Regional Resource Recovery Authority’s (“SCRRA”) approval of this budget and as substantially presented and discussed at this meeting.

Mr. Daley noted the prior information and discussion concerning the Authority Budget allocation to the Southeast Project and the meetings and documentation that have occurred with SCRRA on this matter to date. Mr. Daley noted that the Southeast budget is still under contract for the electric rate, with the electric rate in this project being budgeted at \$.287 on average per kilowatt hour for FY 2016. He also noted the excellent \$58 per ton tip fee. Mr. Daley said that the budget is sufficient for SCRRA to contribute \$13M to its future needs fund in FY 2016.

Mr. Daley said this project is financially in very good shape. He said the total cost of MIRA’s administrative expenses previously adopted for the FY’15 budget was \$304,000 and the proposed amount for FY 2016 absent redistribution of SCRRA costs to other MIRA projects and divisions was approximately \$501,000. Mr. Daley explained \$50,000 of that increase was in legal fees based on a rough estimate for when the bonds are retired for this project in November 2015. He also said that the line item in the budget for direct and indirect labor and overhead of \$396,000 has been the focus of the discussions with SCRRA. He added that of the \$396,000; a portion is for personnel and non-personnel costs. The personnel component, after adjusting for MIRA’s benefit ratio, equates to 2.2 FTEs allocated to the Southeast project. He said that he considers the 2.2 FTEs to be very reasonable.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc	X		
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING RECYCLING REBATES

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

WHEREAS, The Materials Innovation and Recycling Authority (“MIRA”) Board of Directors desires to encourage maximum recycling efforts by the municipalities that are contract members of its Connecticut Solid Waste System (“CSWS”) consistent with the goals of the State’s Solid Waste Management Plan;

WHEREAS, Section 3.4 of the Municipal Solid Waste Management Services’ Agreements (“MSA’s) for contract members of the CSWS with recycling commitments provides for the distribution of recycling rebates when i) revenues received from recycling operations exceed the cost of providing recycling services and ii) the MIRA Board of Directors declares a surplus with respect to such revenues;

WHEREAS, pursuant to letters dated November 4, 2011, such contract members of the CSWS with recycling commitments were further offered the option to end their obligation to deliver all Acceptable Recyclables if MIRA does not provide a Recycling Rebate of at least \$10.00 per ton, which option first applies to MIRA’s Fiscal Year 2014 which began July 1, 2013 and ended June 30, 2014;

WHEREAS, during Fiscal Year 2014 , the CSWS received 42,247 tons of Acceptable Recycles eligible for rebate as summarized below and listed in detail in Exhibit A hereto,

- Tier 1 Long Term - 33,454.95 tons
- Tier 1 Short Term - 8,349.86 tons
- Tier 3 - 441.85 tons

- Total Acceptable Recyclables - 42,246.66 tons

WHEREAS, estimated expenses in the amount of \$424,893 for payment of recycling rebates against the accounts of the CSWS were accrued in Fiscal Year 2014;

NOW THEREFORE, be it

RESOLVED, that the MIRA Board of Directors hereby declares as surplus \$422,466.60 in operating funds of the CSWS and directs management to disburse such funds to the CSWS member towns listed in Exhibit A at the rate of \$10.00 for each ton of Acceptable Recyclables delivered by or under the control of such member.

The Chairman noted this resolution provides authorization for the annual recycling rebate. He said the Finance Committee approved the resolution and recommended its approval to the full Board. Mr. Kirk said the recycling project fully funds this distribution and there was no subsidy from the waste side, which for many years had been the case. He added that the markets are sufficient and the rate of flow into the project has improved to allow for fully funding the \$10 per ton rebate.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING THE PURCHASE OF INSURANCE CONSULTING AND BROKER SERVICES OR THE PERIOD 1/1/15 – 12/31/17

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

WHEREAS, as a result of MIRA’s consultation with R. C. Knox and Co., Management and the Organizational Synergy & Human Resources Committee recommend that the Board of Directors approve renewals with ConnectiCare, Met Life, Americas and Lincoln Financial for the aforementioned employee benefit programs mentioned programs. In addition, Management

further recommends that the combined net premium of \$705,000, as adjusted for final employee plan sections, be accepted for the period of January 1, 2015 to December 31, 2015.

NOW THEREFORE, be it

RESOLVED, that The President is authorized to enter into an agreement with Beecher Carlson for Insurance Consulting and Broker Services for the period 1/1/15 – 12/31/2017, substantially as discussed at this meeting.

Mr. Kirk noted this resolution does not relate to the purchase of insurance services, but for broker services. He noted that MIRA utilizes a broker to determine the most affordable and most substantive insurance available in the number of lines which MIRA has. He said MIRA has used AON for the last three years and went out to bid this time.

Mr. Daley said MIRA received three bid responses: Aon, Beecher Carlson and People’s United [R.C. Knox]). He said after extensive analysis of the submissions, Beecher Carlson was determined to be the lowest cost of the three with the best experience in MIRA’s particular area, with specific experience in other waste to energy facilities and other energy driven organizations. He noted Aon’s bid continued on the same path with fees and that there was an enormous divergence between Aon’s fees and those of the other two bidders.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING A SITE ACCESS AGREEMENT WITH THE CITY OF HARTFORD

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

WHEREAS, the authority constructed an innovative capping system on the top of the Hartford Landfill that includes a Solar Electricity Generating Facility (“EGF”); and

WHEREAS, the Authority operates and maintains the Landfill under a long term lease with the City of Hartford, which lease ends upon certification of final closure of the landfill by the Connecticut Department of Energy & Environmental Protection (“CTDEEP”); and

WHEREAS, the Authority anticipates CTDEEP will certify final closure of the Landfill in early 2015, there by ending the long term lease; and

WHEREAS, the Authority and the City wish to negotiate a new long term lease access agreement with Power Purchase Agreement (“PPA”) so the Authority can continue to own, operate, and maintain the EGF, and the City and authority can benefit from the electricity generated; and

WHEREAS, such negotiations may not be complete before the current lease expires; and

WHEREAS, the Authority and the City wish to enter into an interim Site Access Agreement to provide the authority access to the EGF while a new long term access agreement and PPA is negotiated.

NOW THEREFORE, be it

RESOLVED: That the Board of Directors authorizes the President to enter into a Site Access Agreement to provide the Authority access to the EGF while a new Long Term Access Agreement with the City of Hartford substantially as discussed and presented at this meeting.

Mr. Kirk explained this agreement would be for six months and includes a fifty/fifty split between the parties consistent with the terms of the ultimate agreement. He noted that the City could utilize power at a substantial discount in comparison to the rates that it would be paying with CL&P.

Vice Chairman Barlow asked who would pay for the cost of transmission lines. Mr. Kirk responded that MIRA will front the money; and would recapture it over time.

Mr. Kirk said this resolution is to allow the continuation of negotiations with the City of Hartford and the continued access of MIRA to its electric generating facility. He said access expires with certification of the closure of the landfill (which is expected shortly in the New Year). He said management doesn’t think the PPA Agreement with the City for the long term arrangement for sharing the revenues for the electric generating facility will be ready by that time. Mr. Kirk added that in order to ensure no interruption in production or revenues to the City and MIRA management would like to put a six month access agreement in place which includes the anticipated terms of the ultimate agreement. He noted that the ultimate agreement will be more complicated because MIRA will be working with the City to ensure that they will be able to take full advantage of utilizing the wholesale power and getting the power before it goes through CL&P’s transmission system.

Mr. Kirk said the value of the project to the City is very significant in terms of the cost savings for their facilities and the value to MIRA is primarily the ZREC credit value. Director Painter asked for further details regarding the power of EGF being transmitted to the City's public works. Mr. Kirk responded that at that time, MIRA was using that language because we hadn't gotten confirmation from CL&P that it could be done or even that it make sense to do it with the major reason being, that it is an expensive procedure to be able to connect directly into 50 Jennings Road. He continued by saying MIRA received confirmation yesterday that CL&P has confirmed that there would be no impact on our zero emissions contract (ZREC). He said that we wanted to make sure that connecting at this point in time to 50 Jennings Road and selling directly to a non-owner (the City) would not adversely impact the availability of the ZRECs. We have since confirmed that this is now not a concern and we will move forward.

The Chairman noted that this would mean an actual connection not a virtual connection and Vice Chairman Barlow asked who would pay for that. Mr. Kirk responded that the costs would be recouped out of future earnings, but the desire of the City (subject to Board approval) is for MIRA to front the construction money and recoup the costs over time from the sale of the power. In response to a Director question regarding amount of total cost vs. payback over time, Mr. Kirk said that the preliminary estimate provided by the City was \$162,000 to do the construction. Another Director question was what was the payback timeframe. Mr. Egan provided background. A further question was asked by the Chairman regarding the \$162,000 loan and why it was not amortized over three, five or eight years rather than going the net present value revenue sharing. Mr. Daley said that we hadn't been talking to them as structuring a loan over a specific period, but we could add that to the discussion. He said that he was more focused on the yearly cash flow and what is that value to the organization. Mr. Daley continued the discussion by saying that the annual revenue to get to that present value averaged over \$100,000 a year. Mr. Kirk said that we didn't want to go too far with this discussion as we are in negotiations and noted that this could be discussed further in Executive Session. He said that the Committee could come back to the Board with the PPA when we finish negotiating it with the City. He updated the matter further by saying the City doesn't have cash; part of our deal is to continue our potential dispute over the closure of the landfill and there is potentially a \$693,000 accrued reserve payment potentially due to the City to close out the dispute over the closure. Chairman Stein asked for confirmation that the Committee was going to come back to the Board later with further details. Mr. Kirk responded affirmatively. Vice Chairman Barlow then asked where the \$162,000 is coming out of. Mr. Daley responded that it would be coming out of the landfill reserve. Vice Chairman Barlow further asked to verify that it was not coming out of the Connecticut project. Mr. Daley confirmed that it was not.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING EMPLOYEE BENEFIT PROGRAM RENEWAL

Chairman Stein requested a motion on the above referenced item. Director Freedman made the motion which was seconded by Director Shanley.

WHEREAS, as a result of consultation with our broker, R. C. Reynolds & Co., Management and the Organizational Synergy & Human Resources Committee recommends that the Directors approve renewals with ConnectiCare, MetLife, Ameritas, and Lincoln Financial for the employee benefit programs mentioned as a result of consultation with our Broker, R. C. Reynolds & Co.

NOW THEREFORE, BE IT

RESOLVED: That the Board of Directors approve renewals with ConnectiCare, MetLife, Ameritas, and Lincoln Financial for the employee benefit programs mentioned as a result of consultation with our Broker, R. C. Reynolds & Co.;

FURTHER RESOLVED, that the combined Net premium of \$705,000, as adjusted for final employee plan selections, be accepted for the period of January 1, 2015 to December 31, 2015.

Mr. Kirk said management recommended not going to bid for the employee benefit program renewal this year in order to avoid being considered a shopper. He said there was a modest increase of 6.5% in costs. He said MIRA is presently considered a large employer and that a reclassification as a small employer would result in a substantial increase in premiums which will occur when MIRA goes out to bid. Mr. Kirk said MIRA’s experience level is known to ConnectiCare. He said that we might not bid next year, but presently that is our intention to go out and test the market.

Vice-Chairman Barlow asked if MIRA had considered joining any of the State plans offered to the municipalities for a possible costs savings. Mr. Kirk said not this year, but that MIRA had explored those options in the past. Mr. Womack said the plans were much more expansive than MIRA’s current costs.

Vice Chairman Barlow asked if management had explored using an HSA as a possible cost savings. Mr. Womack responded said due to MIRA’s size, there was no benefit or savings anticipated. Mr. Womack said it is more than likely we’ll go out to bid next year, and see increases in premiums just due to our size, which presents an excellent opportunity for us to address it at that point.

Vice Chairman Barlow said he would vote in favor of this resolution this year, but his vote next year might not be in favor of the proposal without a serious consideration of an HSA.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Eno, Director Freedman, Director Hayden, Director Nunn, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc			
Bob Painter, CSWS Project			

CHAIRMAN AND PRESIDENT’S REPORT

Chairman Stein noted he is still pushing for the appointment of new Directors to replace several vacancies.

Mr. Kirk called attention to the financial impact of the production and pricing issues MIRA is dealing with. He noted power pricing is still disappointing; and MIRA’s production numbers struggled in the first quarter and continue to do so. He said South Meadows is in an expanded outage right now on unit number 13. He said although availability has improved, capacity is trending lower than it should be on two of the units. He concluded by saying that management hopes to make such improvements during the outage such that when the prices get better, MIRA will be in a position to maximize its income.

Mr. Kirk said waste pricing and availability continues to be strong which is likely due to changes in capacity for interruptible contracts. He said MIRA has committed a fair amount of spot capacity to interruptible contracts and is doing as well as it can in exploiting the capacity with the uncertainty of the markets. He said there should be substantially higher average spot price for this fiscal year.

Mr. Kirk said recycling performance has been very strong in terms of deliveries; commodities prices are not what they were this time last year which affects MIRA’s income.

Vice Chairman Barlow asked about the projected deficit with the price of power prices. Mr. Kirk responded that if prices come back to budget MIRA will be fine, but is currently about up to 50% below budget on pricing.

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. The motion, made by Director Adams and seconded by Director Eno, was approved unanimously. Chairman Stein asked the following people join the Directors in the Executive Session:

- Tom Kirk
- Mark Daley
- Peter Egan
- Laurie Hunt

The Executive Session began at 10:56 a.m. and concluded at 11:45 a.m. Chairman Stein noted that no votes were taken in Executive Session.

The motion to go into Executive Session was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Edwards, Director Eno, Director Freedman, Director Hayden, Director Nunn, Director Painter and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Ralph Eno	X		
Joel Freedman	X		
Jim Hayden	X		
Andrew Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Steve Edwards, Southwest Project Ad-Hoc	X		
Bob Painter, CSWS Project	X		

ADJOURNMENT

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

There being no other business to discuss, the meeting adjourned at 11:45 a.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Eileen R. Kearney". The signature is fluid and cursive, with a prominent loop at the end.

Eileen Kearney
Temporary Board Administrator

TAB 2

**RESOLUTION REGARDING
ASH RESIDUE DISPOSAL SERVICES FOR THE PRESTON
RESOURCE RECOVERY FACILITY**

RESOLVED: That the President is hereby authorized to execute an extension of the agreement with Wheelabrator Technologies Inc. to provide disposal services for ash residue from the Preston Resource Recovery Facility, substantially as presented and discussed at this meeting.

**Materials Innovation and Recycling Authority
Contract Summary for Contract
Entitled**

**Ash Residue Disposal Services for the
Preston Resource Recovery Facility**

Presented to the CRRRA Board:	December 18, 2014
Vendor/ Contractor(s):	Wheelabrator Technologies Inc.
Effective date:	January 1, 2015
Contract Type/Subject matter:	Service Agreement; Ash Residue Disposal Services
Facility(ies) Affected:	Preston Resource Recovery Facility (Southeast Project)
Original Contract & Term:	Three-year base period (January 1, 2009 through December 31, 2011)
Term Extensions:	To date there has been one extension (1 st amendment) to exercise the option to extend disposal services for Preston ash through June 30, 2015. The current proposed action will be the 2 nd extension, (2 nd amendment to the agreement) and will extend the services for Preston ash residue disposal through February 17, 2017.
Contract Dollar Value:	Contractor is paid on a per-ton disposed basis. Contractor will maintain the CY2014 disposal fee of \$42.82 through February 17, 2017 (and further extend this disposal fee through December 31, 2017 in the event that MIRA chooses to further extend the contract from February 18, 2017 through December 2017 at a later date.)
Scope of Services:	Disposal of ash residue at Wheelabrator Putnam Ash Residue Landfill (Putnam, Connecticut).
Other Pertinent Provisions:	Performance Security equal to one half of the contract value for the Annual Service Fee required.

Materials Innovation and Recycling Authority

Southeast Project Ash Residue Disposal Services for the Preston Resource Recovery Facility

December 18, 2014

Executive Summary

MIRA contracts with Wheelabrator Technologies, Inc. (“Wheelabrator”) for disposal of ash residue generated at the Preston (Southeast Project) Resource Recovery Facility. (Transportation services for ash residue from the Preston RRF are provided through a separate, contractual arrangement directly between SCRRRA and Covanta).

This is to request approval of the MIRA Board of Directors to exercise an extension of the contract with Wheelabrator for an additional 19.5 months (July 1, 2015 through February 17, 2017), as provided for in the agreement for disposal services for ash residue generated at the Preston RRF, at the price presented herein.

Discussion

Ash residue generated at the Preston RRF is currently disposed at the Wheelabrator Ash Residue Landfill in Putnam, Connecticut, pursuant to a contract that was competitively awarded during calendar year 2008. At the time MIRA conducted a request for qualifications, and subsequently a request for proposals, for 1) ash residue transportation and disposal for the Mid-Connecticut RRF, and 2) ash residue disposal for the Preston RRF. At its September 2008 meeting MIRA’s Board of Directors approved a contract with Wheelabrator for ash residue transportation and disposal services for these two facilities; Wheelabrator was the low cost proposer.

The contract had a base term of three years: January 1, 2009 through December 31, 2011, and included an option to extend for five, one year terms for Mid-Connecticut, and six one year terms for Preston.

In 2010 MIRA exercised its option to extend for all five years for Mid-Connecticut generated ash residue, and through June 30, 2015 for Preston generated ash residue. Pricing for these extensions to the contract is based on a CPI index prescribed in the contract.

At this time, MIRA wishes to further extend the contract for disposal of Preston ash residue through February 17, 2017. Wheelabrator has agreed to maintain the disposal fee at the current (CY2014) rate of \$42.82 per ton for the last 6 months of the current extension (through June 30, 2015), as well as for the subsequent extension through February 17, 2017.

MIRA management has consulted with Mr. David Aldridge, Executive Director of SCRRRA regarding extension of the contract with Wheelabrator for disposal of the ash generated at the Preston RRF. Mr. Aldridge has presented this matter to the SCRRRA Board of Directors, and they voted in favor of this extension at their December 10, 2014 Board of Directors meeting.

Both a performance guarantee, and an indemnity protecting MIRA for future environmental liability associated with the Wheelabrator landfills, are provided by Waste Management, Inc. (the former parent of Wheelabrator); both the performance guarantee and the indemnity survive the sale of Wheelabrator by Waste Management, Inc.

Financial Summary

Wheelabrator has agreed to maintain the CY 2014 disposal fee of \$42.82 per ton for the period January 1, 2015 through February 17, 2017 (in the absence of the extension, the disposal fee is scheduled to increase per a CPI escalator beginning January 1, 2015 for the remaining 6 months of the current term). This ash residue disposal fee will be included in the FY2017 and FY2018 SCRRRA operating budgets.

TAB 3

**RESOLUTION REGARDING AMENDMENTS TO THE
MATERIALS INNOVATION AND RECYCLING
AUTHORITY'S
CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING PROCEDURES**

RESOLVED: That the Board of Directors hereby approves amendments to the CONNECTICUT SOLID WASTE SYSTEM PERMITTING, DISPOSAL AND BILLING PROCEDURES, as presented and discussed at this meeting.

Materials Innovation and Recycling Authority

Connecticut Solid Waste System

Amending Connecticut Solid Waste System Permitting, Disposal and Billing Procedures

December 18, 2014

Discussion

The CONNECTICUT SOLID WASTE SYSTEM PERMITTING, DISPOSAL AND BILLING PROCEDURES ("Procedures") prescribe various procedures and rules with which MIRA and its customers must comply regarding the delivery and associated billing of solid waste and recyclables to MIRA's facilities.

At this time MIRA management recommends that the Procedures be amended. Attached is a red-line version of the former current Procedures which show the proposed updated language. These revisions are proposed for the following reasons:

1. As of July 1, 2014 the former CRRA transitioned to MIRA per Public Act 14-94 requiring all references to CRRA in the Procedures to be deleted and MIRA substituted in lieu thereof.
2. Customers apply for and are issued permits that enable access to our facilities to deliver waste. Customers must provide MIRA with Guaranty of Payment equal to two months' worth of deliveries, requisite insurance and indemnification. Once permitted, customers' vehicles, trailers and roll-off boxes are assigned permit numbers and provided with decals displaying the permit number which must be affixed so that it is prominently displayed. Customers often substitute a vehicle, trailer or box when equipment has been taken out of service for repair. MIRA then issues temporary permits in those cases. Current Procedures allow Temporary Permits to be valid for up to six days. This amended version allows MIRA to extend that period of time at our sole and absolute discretion.
3. During periods of the year when forecasted deliveries of waste are not sufficient for the desired optimal operation of the CSWS resources recovery facility, MIRA is often in the position of calling potential customers to bring in waste that may or may not be permittees. In order to compete with other disposal facilities, MIRA needs to be more nimble in facilitating the delivery of short-term waste. To that end, these amended Procedures include a new section that enables short-term customers to access the Hartford facility and deliver the desired amount of fuel.

To expedite delivery of such waste from a short-term customer that is a Permittee, MIRA will document written acknowledgement of the terms and conditions of such waste deliveries and allow the Authority to waive additional requirements or allow reasonable modifications to facilitate billing and payment.

Deliveries of short-term waste from a short-term customer that is not a Permittee will be permitted provided MIRA has received written acknowledgement of the terms and conditions of such waste deliveries and an executed Short-Term Permit Application that shall include the following prior to making any deliveries:

- (1) The identification of each vehicle owned, leased or operated by the Short-Term Customer and to be used for deliveries to the Facilities;
- (2) Payment due in advance at frequency and amount to be determined with acknowledgement of terms and conditions;
- (3) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (4) Any other document required by MIRA at MIRA's sole and absolute discretion.

These changes to the Procedures require approval by the MIRA Board of Directors. MIRA is also required by statute to publish a notice in the Connecticut Law Journal 30 days in advance of MIRA's Board of Directors taking action in this regard. A copy of the notice, published in the Connecticut Law Journal on September 18, 2014, is attached.

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



**CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective November December 16 18, 2012 2014

MATERIALS INNOVATION AND RECYCLING AUTHORITY
CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING PROCEDURES

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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 MIRA 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 MIRA 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 MIRA 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 MIRA 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
 - (8) Any other Solid Waste as defined herein deemed acceptable by MIRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by MIRA 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 MIRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) **“Authority”** or **“MIRA”** shall mean the MATERIALS INNOVATION AND RECYCLING 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 MIRA 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.
- (h) **“Connecticut Solid Waste System”** shall include the Facilities.
 - (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 MIRA in its sole discretion to be Contaminated Soil.

- (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 MIRA, any company/entity contracted or authorized by MIRA to operate and maintain one or more Facilities.
- (k) **“Effective Date”** shall mean ~~November-December 186, 2012~~2014.
- (l) **“Facility”** shall mean MIRA’s waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (m) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (n) **“Guaranty of Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement”** shall mean an agreement between MIRA 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.
- (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 landfill, as applicable. “Hazardous Waste” shall also include such other waste as deemed by MIRA in its sole discretion to be “Hazardous Waste.”

(q) —“

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

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

(s) **“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 MIRA’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 MIRA on a day-to-day basis;
- (6) Christmas trees;
- (7) Automobile tires with/without rims, and
- (8) Any other Acceptable Solid Waste deemed by MIRA in its sole discretion to be Non-Processible Waste.

(t) **“Non-MIRA 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.

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

(w)(v) **“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.

(x)(w) **“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 Agreement or made special arrangements with MIRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the MIRA web site (<http://www.MIRA.ctmira.org>) for a list of

Participating Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (x) **“Permit Application”** has the meaning set forth in Section 2.1.
- (y) **“Permit Number”** shall mean the vehicle identification number assigned by MIRA to a Permittee’s waste transportation vehicle for use at the Facilities.
- (z) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to MIRA and have been authorized to use the Facilities by MIRA.
- (aa) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (ab) **“Recycling Facility”** shall mean MIRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.
- (ac) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the System.
- (ad) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-MIRA Recycling Facility has processed Solid Waste.
- (ae) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by MIRA for receiving Acceptable Recyclables for transport to the Recycling Facility or a Non-MIRA Recycling Facility for processing.
- (af) **“Scrap/Light Weight Metals”** shall mean 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 MIRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by MIRA in its sole discretion to be Scrap/Light Weight Metals.
- (ag) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
- (ah) **“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.”

(jj)(ii) **“Special Waste”** shall mean materials that are suitable for delivery, at MIRA’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.

(kk)(jj) **“Transfer Station”** shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by MIRA for receiving Solid Waste for transport to a destination of ultimate disposal.

(ll)(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;; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by MIRA 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 MIRA in its sole discretion to be Unacceptable Recyclables.

(mm)(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 MIRA 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 MIRA 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 MIRA to deliver waste to any of the Facilities.

~~(nn)~~(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 MIRA to fulfill its mission under the Connecticut General Statutes..

~~(oo)~~(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.

~~(pp)~~(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 MIRA 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 MIRA from time to time. Anyone obtaining a new permit or renewal of an existing permit

should contact MIRA 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 MIRA's website at www.MIRA.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) MIRA 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 Agreement. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Agreement, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Except as otherwise set forth in Section 2.5 below, 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 MIRA 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 MIRA as attachments to the permit application, the following:

- (6) A "Hauler Agreement"
- (7) A Guaranty of Payment in the form and amount acceptable to MIRA 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 MIRA at MIRA'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 MIRA.
- (b) Pursuant to the submission of a Permit Application to MIRA, each applicant and Permittee hereby agrees to cooperate with MIRA or MIRA'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 MIRA or MIRA'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 MIRA 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, MIRA 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 MIRA pursuant to subsection (a) above. MIRA 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 MIRA 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 MIRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by MIRA, Permittee shall immediately submit to MIRA 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, MIRA 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, MIRA 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 MIRA, applicant has paid to MIRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to MIRA, then MIRA 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 MIRA;
 - (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 MIRA; 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 MIRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to MIRA a renewal permit application within twenty (20) days before the end of each fiscal year. MIRA 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 MIRA until such Permittee performs such renewal obligations.
- (e)(d) At its sole and absolute discretion, MIRA 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 (which may be extended at MIRA's sole and absolute discretion) 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 Short-Term Customers

- (a) The Authority may grant short term use of the Facilities on an expedited basis 1) to any Permittee for the delivery of Spot Waste (as defined below) or 2) any Waste Hauler or Private / Non-Commercial Hauler that is not permitted pursuant to Sections 2.1 through 2.4 hereof (hereinafter, in either case, "Short-Term Customer"), under the following circumstances:
- (1) The Authority has determined that forecasted deliveries of Acceptable Solid Waste are not sufficient for its then desired optimal operation of the Facilities (hereinafter a "Fuel Shortage"); and
 - (2) The Authority has identified Short-Term Customer(s) willing and able to deliver Acceptable Solid Waste not otherwise committed to the Authority pursuant to a MSA, Hauler Agreement or otherwise ("Spot Waste") in quantities and frequencies sufficient to alleviate such Fuel Shortage.
- (b) To expedite the delivery of such waste under such circumstances by a Short-Term Customer that is a Permittee, the Authority shall document written acknowledgement from the Permittee of the terms and conditions of such waste deliveries in a form acceptable to the Authority and further may in its sole an absolute discretion:
- (1) Waive additional or increased Guaranty of Payment requirements attributable to such waste and otherwise due under Section 2.3 hereof; and
 - (2) Accommodate reasonable Account or permit modifications requested by the Permittee in writing, or required by the Authority, and necessary to facilitate billing and payment for such waste deliveries under criteria established by the Authority.
- (c) Except as provided below, no delivery of waste to the Facility by a Short-Term Customer that is not a Permittee may commence until such time as the Authority has received written acknowledgement from such Short-Term Customer of the

terms and conditions of such waste deliveries in a form acceptable to the Authority and a properly completed and executed Short-Term Access Application in a form acceptable to the Authority acknowledging such Short-Term Customer's acceptance of the obligations set forth in these procedures, as applicable, together with:

- (1) The identification of each vehicle owned, leased or operated by the Short-Term Customer and to be used for deliveries to the Facilities;
- (2) Payment in advance for anticipated waste disposal fees, at frequency and amount to be determined with acknowledgement of terms and conditions;
- (3) Certificates of insurance evidencing satisfaction of the insurance requirements set forth in Section 3.1 hereof;
- (4) Any other document required by MIRA at MIRA's sole and absolute discretion.

The President in his sole and absolute discretion may waive the requirement for either or both of items 2.5 (C) 1 and 2 above for a period not to exceed two business days. Upon satisfactory completion of the Short-Term Access Application, the Authority shall issue vehicle decals pursuant to Section 2.4 hereof.

2.52.6 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 MIRA.
- (b) After the initial tare weights have been obtained, MIRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with MIRA 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 MIRA at its sole and absolute discretion.
- (d) At the direction of MIRA or MIRA'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.

2.62.7 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 MIRA 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 MIRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give MIRA 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.

2.72.8 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 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 MIRA 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. MIRA, 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 MIRA 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 MIRA's Risk Manager at Fax No. 860-757-7740, e-mail lmartin@MIRA.org or riskmanager@ctmira.org or by correspondence to MIRA, 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 MIRA 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 MIRA.
- (f) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to MIRA 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.
- (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 MIRA 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 MIRA 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) MIRA 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.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless MIRA, 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) MIRA, 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 MIRA for damage to property of MIRA 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.

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 MIRA in its sole discretion.

- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by MIRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by MIRA. 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 MIRA 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 4.9(j) herein.
- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by MIRA. 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 MIRA 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 4.9(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 MIRA. 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 MIRA 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 thorough 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) MIRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that MIRA may require.
- (g) MIRA may accept Recycling Residue from a Non-MIRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that MIRA may require.

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 MIRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by MIRA.

4.3 Access to the Facility

Access to the Facility 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.

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

MIRA, 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 MIRA 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 MIRA's Billing Department at 860-757-7700 or visiting MIRA's website at www.MIRA.org/pages/busi_mc_hours.htm.
- (b) MIRA 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 MIRA. 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 MIRA or its agent prior to, during, and/or after unloading.
- (b) MIRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (c) All scales will be operated on a "first-come, first served" basis except that MIRA 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 MIRA for such privileges. 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.
- (d) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (e) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (f) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (g) Unacceptable Waste, Special Waste and any material which MIRA 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 MIRA has determined should be rejected is delivered to any of the Facilities, MIRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected back on to the offending vehicle. In connection therewith, MIRA 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). MIRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. MIRA 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 MIRA has determined should be rejected, MIRA may
 - (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which MIRA has determined should be rejected and made recommendations, and/or
 - (2) Take whatever corrective action MIRA 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 MIRA 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.

- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (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 MIRA and/or the Operator as required for the facility to which they are delivering materials.
- (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 MIRA and/or the Operator at the facility to which they are delivering materials.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by MIRA and/or the Operators.
- (q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (t) No loitering is permitted at any of the Facilities.
- (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.
- (v) At all times while on Facilities' premises, the drivers shall comply with MIRA's and/or the Operator's instructions.

- (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 MIRA to the appropriate authorities.
- (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.
- (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.
- (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.
- (aa) Mechanical densifying of aluminum containers and plastic containers is allowed (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by MIRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (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.
- (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.
- (dd) Due to poor quality of pre-sorted bottles and cans previously delivered, MIRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from MIRA.
- (ee) Other procedures for the Facilities may be promulgated over time by MIRA 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 MIRA's discretion.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of MIRA and/or the scale house attendant as soon as possible. MIRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of MIRA, the Permittee/hauler shall disclose to MIRA 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 MIRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable MIRA 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 Participating Municipalities ("Acceptable Mixed Loads") will be accepted by MIRA only if the following criteria are met:
 - (1) The entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee. 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.
 - (2) The Permittee/hauler shall use its best efforts to identify and provide MIRA notice of the origins of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable MIRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (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 MIRA to be disposed of at such Waste Facility.
 - (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

MIRA's recycling program will not be accepted unless MIRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

- (a) MIRA or its Designee will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the 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 MIRA 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. MIRA 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 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) MIRA 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 MIRA.
- (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 MIRA and payable as follows: MIRA 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 MIRA. If a Permittee's specific contract language with MIRA 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 MIRA in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by MIRA.

5.3 Past Due Invoices

- (b) If a Permittee fails to pay in full any invoice issued by MIRA 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 MIRA, 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 MIRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

- (c) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to MIRA for three consecutive months, then MIRA 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 MIRA 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 MIRA all past due invoices including any interest thereon. Additionally, MIRA 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 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 MIRA in collecting the amounts of past due invoices owed by such Permittee to MIRA, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to MIRA, 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 MIRA.
- (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 MIRA. 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 MIRA for the disputed charge(s) until notice is given 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 MIRA hereunder, MIRA may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix A attached hereto for examples of violations and their applicable sanctions. However, Appendix 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, MIRA 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) MIRA may in its sole discretion reduce the sanctions authorized in Appendix A if MIRA 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 MIRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and MIRA for the delivery of Acceptable Solid Waste by Permittee to the 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 will be considered clear and any subsequent violation after the six (6) month period 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 MIRA 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 MIRA 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.
- (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.
- (g) The Appeal Committee shall consist of three (3) members: MIRA President or designee, MIRA 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.
- (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 MIRA Headquarters. MIRA 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.
- (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 Agreement and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services 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.

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APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible & Unacceptable Waste Violation	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 to or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste and any delivery of Unacceptable Waste	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 MIRA.

TAB 4

**RESOLUTION REGARDING ADDITIONAL PROJECTED LEGAL
EXPENDITURES**

WHEREAS, MIRA has entered into Legal Service Agreements with various law firms to perform legal services; and

WHEREAS, the Board of Directors has previously authorized certain amounts for payment of fiscal year 2015 projected legal fees; and

WHEREAS, MIRA expects to incur greater than authorized legal expenses from one of its counsels for its arbitration with MDC;

NOW THEREFORE, it is RESOLVED: That the following additional amount be authorized for payment of projected legal fees and costs to be incurred during fiscal year 2015:

Firm:

Amount:

Kainen, Escalera & McHale

\$150,000

MATERIALS INNOVATION AND RECYCLING AUTHORITY

Request regarding Authorization for Payment of Projected Additional Legal Expenses

December 18, 2014

Executive Summary

This is to request board authorization of payment of additional projected fiscal '15 legal expenses.

Discussion

At its May 2014 regular meeting, the Board of Directors approved payment of FY 15 legal fees and expenses from appropriate budgets and reserves, including use of funds from the Mid-Connecticut Litigation Reserve to pay the costs of the arbitration with MDC. At its October 2014 regular meeting, the Board authorized the transfer of funds from the Mid-Connecticut Project Closure Reserve to the Mid-Connecticut Litigation Reserve, and the payment of up to an additional \$800,000 of projected additional legal costs and expenses of the MDC arbitration from the Mid-Connecticut Litigation Reserve.

There have been approximately 20 days of arbitration hearings held to date. There are five additional days scheduled (December 15-19), which our attorneys anticipate will be sufficient to conclude the hearings, followed by briefs, reply briefs, and oral argument. We are now seeking board authorization to incur additional legal expenses with Kainen, Escalera & McHale for these matters, which costs will be paid from the Mid-Connecticut Litigation Reserve.