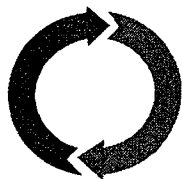


CRRA
BOARD MEETING
April 29, 2010



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

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

MEMORANDUM

TO: CRRRA Board of Directors
FROM: Moira Kenney, Secretary to the Board/Paralegal
DATE: Apr. 23, 2010
RE: Notice of Meeting

There will be a regular meeting of the Connecticut Resources Recovery Authority Board of Directors on Thursday, Apr. 29, 2010, at 9:30 a.m. The meeting will be held in the Board Room of 100 Constitution Plaza, Hartford, Connecticut.

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

Connecticut Resources Recovery Authority
Board of Directors Meeting

Agenda
April 29, 2010
9:30 AM

I. Pledge of Allegiance

II. Public Portion

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

III. Minutes

1. Board Action will be sought for the approval of the March 19, 2010, Board Meeting Minutes (Attachment 1).

1.a Action Items

IV. Board Committee Reports

A. Finance Committee Reports

1. Board Action will be sought for the Resolution Regarding Consolidation of Bridgeport Post Project Reserves (Attachment 2).
2. Board Action will be sought for the Resolution Regarding Establishment of Trash Museum Bank Account Reserve (Attachment 3).

B. Policies & Procurement Committee Reports

1. Board Action will be sought for the Resolution Regarding Revisions to the Mid-Connecticut Project Permitting, Disposal and Billing Procedures (Attachment 4).
2. Board Action will be sought for the Resolution Regarding Elimination of the Permit Renewal Registration Fee for Waste Hauling Customers (Resolution and Discussion to Follow Under Separate Cover).
3. Board Action will be sought for the Resolution Regarding Reduction of Mattress Fees (Resolution and Discussion to Follow Under Separate Cover).
4. Board Action will be sought for the Resolution Regarding Waste Compaction Dozer Work at the Mid-Connecticut Waste Processing Facility (Attachment 5).
5. Board Action will be sought for the Resolution Regarding Computer Information Consulting Services (Attachment 6).
6. Board Action will be sought for the Resolution Regarding Emergency Procurements for Rental of a Caterpillar D8 Dozer for Compaction (Attachment 7).

7. Notice to Board of Directors of Intention to Extend the GFCS Contract with LBG (Attachment 8).
8. Discussion Concerning Metals Recycling/Marketing Procurement.

V. Chairman and President's Reports

1. Discussion Item – Letter from Director Martland (Attachment 9).

VI. Executive Session

An Executive Session will be held to discuss pending litigation, trade secrets, real estate acquisition, pending RFP's, and personnel matters with appropriate staff.

1. Board Action will be sought Regarding Additional Projected Legal Expenditures (Attachment 10).
2. Board Action will be sought Regarding Additional Projected Legal Expenditures (Attachment 11).

TAB 1

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND SEVENTY-THIRD MARCH 25, 2010

A regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, March 25, 2010, in the Board Room at CRRA Headquarters, 100 Constitution Plaza, Hartford, Connecticut. Those present in Hartford were:

Chairman Michael Pace

Directors: David B. Damer
 Timothy Griswold
 Michael Jarjura (present beginning 10:43 a.m.)
 Mark Lauretti (present beginning 10:25 a.m.)
 Theodore Martland
 Nicholas Mullane
 Raymond O'Brien
 Linda Savitsky
 Stephen Edwards, Bridgeport Project Ad-Hoc (present until 11:45 p.m.)
 Warren Howe, Wallingford Project Ad-Hoc
 Geno Zandri, Wallingford Project Ad-Hoc

Present from CRRA management:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
Jeffrey Duvall, Manager of Budgets & Forecasting
Peter Egan, Director of Environmental Affairs & Development
Bettina Ferguson, Director of Finance
Laurie Hunt, Director of Legal Services
Lynn Martin, Risk Manager
Paul Nonnenmacher, Director of Public Affairs
Moira Kenney, Secretary to the Board/Paralegal
Marianne Carcio, Executive Assistant

Also present were: Doug Baldwin, Esq. of Brown Rudnick; Peter Boucher, Esq. of Halloran & Sage; Cheryl Thibeault of Covanta; Dot Kelley of Darien, CT; Jim Sandler, Esq. of Sandler & Mara; John Pizzimenti of USA Hauling & Recycling; and Jerry Tyminski of SCRRA.

Chairman Pace called the meeting to order at 9:51 a.m. and said that a quorum was present.

PLEDGE OF ALLEGIANCE

Chairman Pace requested that everyone stand for the Pledge of Allegiance, whereupon the Pledge of Allegiance was recited.

PUBLIC PORTION

Chairman Pace said that the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes.

Mr. Kirk said that Dot Kelly was present at the meeting and noted that she is the designee for Vice-Chairman O'Brien's seat. He said that Vice-Chairman O'Brien is retiring after many years of service on the CRRA Board. Mr. Kirk said that Ms. Kelly has gone through her legislative interview and her nominations have passed the Committee unanimously and is expected to be officially designated to replace Vice-Chairman O'Brien.

Chairman Pace thanked Vice-Chairman O'Brien for his years of hard work and dedication to the CRRA Board.

As there were no members of the public present wishing to speak, Chairman Pace proceeded with the meeting agenda.

EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation, real estate acquisition, pending RFP's, and personnel matters with appropriate staff. The motion made by Director Damer and seconded by Director Savitsky was approved unanimously by roll call. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors:

- Tom Kirk
- Jim Bolduc
- Peter Egan
- Laurie Hunt, Esq.
- Marc Baldwin, Esq.
- Peter Boucher, Esq.

The motion to enter into Executive Session was approved unanimously by roll call. Chairman Pace, Vice-Chairman O'Brien, Director Damer, Director Griswold, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Stephen Edwards, Bridgeport			
Warren Howe, Wallingford			
Geno Zandri, Wallingford			

The Executive Session began at 9:55 a.m. and concluded at 11:49 a.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:49 a.m., the door to the Board room was opened, and the Board secretary and all members of the public were invited back in for the continuation of public session.

SHORT RECESS

Chairman Pace requested a five minutes recess.

The recess began at 11:50 a.m.

The meeting was reconvened at 11:55 a.m.

APPROVAL OF THE FEBRUARY 25, 2010, REGULAR BOARD MINUTES

Chairman Pace requested a motion to approve the Feb. 25, 2010, regular meeting minutes. Vice-Chairman O'Brien made the motion which was seconded by Director Savitsky.

The motion to approve the minutes as amended was approved by roll call. Chairman Pace, Vice-Chairman O'Brien, Director Damer, Director Howe, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, Director Savitsky and Director Zandri voted yes. Director Griswold abstained as he was not present at the last meeting.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold			X
Director Jarjura	X		
Director Lauretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford	X		
Geno Zandri, Jr. , Wallingford	X		

RESOLUTION REGARDING THE INSURANCE RENEWALS - PROPERTY

Chairman Pace requested a motion regarding the above-captioned item. Vice-Chairman O'Brien made the following motion:

RESOLVED: That CRRA's \$365 million All Risk Property insurance be purchased for a premium of \$620,000 (including terrorism) from the following five (5) insurers with their quota shares as indicated: Zurich 32.5%; Starr Tech 32.5%; Swiss Re 20%; Arch 10% and Commonwealth 5%; and

FURTHER RESOLVED: That CRRA obtain loss prevention engineering services from XL GAPS for a cost of \$16,295 for the period 4/1/10 – 4/1/11.

The motion was seconded by Director Desmarais.

Vice-Chairman O'Brien said that this item was covered in depth by the Finance Committee. He said that CRRA has gotten its value out of Aon Risk Services as several years ago CRRA was in danger of having to move towards self-insurance.

Director Griswold asked what the mobile equipment item covered and if it achieves a substantial savings. Ms. Martin explained the mobile equipment item is for loaders and other heavy duty items. She said that the last item in that category which had to be replaced was worth about \$300,000. Director Griswold asked if it is possible to lower that deductible. Ms. Martin replied no. She said that \$100,000 is as low as the insurance company will go. She said the deductible was \$250,000 in the past.

Director Savitsky said the Finance Committee meets twice yearly with Aon Risk Services and does a through vetting of the insurance coverage. Vice-Chairman O'Brien said that the Finance Committee meets in October and March with Aon Risk Services for overviews.

The motion to approve the resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman O'Brien, Director Damer, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Director Jarjura	X		
Director Lauretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford			
Geno Zandri, Jr., Wallingford			

RESOLUTION REGARDING INSURANCE RENEWALS – PUBLIC OFFICIALS

Chairman Pace requested a motion on the above referenced item. Vice-Chairman O'Brien made the motion which was seconded by Director Martland.

RESOLVED: That CRRA’s Public Officials and Employment Practices Liability insurance be purchased from ACE with a \$10,000,000 limit and up to \$10,000,000 in defense costs and expenses outside the limit, and a \$150,000 self insured retention for the period 4/1/10 – 4/1/11 for a premium of \$144,796, as discussed at this meeting.

Vice-Chairman O’Brien said that this item was thoroughly reviewed by the Finance Committee. He said that CRRA is required by law to provide this indemnification and has received a fair price. Director Martland said that this coverage also provides coverage for previous Board members.

Vice-Chairman O’Brien said that the incumbent did not offer the lowest price, however the lowest priced proposal did not include legal costs as part of the coverage. He said the recommendation by the Finance Committee is to stay with Ace as the \$10 million limit provides for the defense coverage outside over and above that \$10 million limit.

The motion to approve the resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman O’Brien, Director Damer, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Director Jarjura	X		
Director Lauretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford			
Geno Zandri, Jr., Wallingford			

RESOLUTION REGARDING THE SOUTHWEST IPC BUDGET

Chairman Pace requested a motion to approve the above referenced item. Vice-Chairman O’Brien made the motion which was seconded by Director Martland.

WHEREAS: Southwest Connecticut Regional Operating Committee (SWEROC) did agreed to a two year extension with Fairfield County Recycling (FCR), the operator of the SouthWest IPC ensuring deliveries of acceptable recyclables through June 30, 2011; and

WHEREAS: The Connecticut Resources Recovery Authority (The Authority) has the obligation under the Amended and Restated Agreement with SWEROC dated June 27, 1991 to propose an annual budget and present it to SWEROC for review and adoption; and

WHEREAS: SWEROC and The Authority are currently negotiating with FCR to ratify a new contract which will change the method of acceptable recyclables' delivery and extend the agreement with FCR for an additional ten year term; and

WHEREAS: The Authority has created a budget with the assumption that SWEROC will continue to deliver acceptable recyclables under the agreement that ends on June 30, 2011 with the understanding that a new agreement may be ratified before the start of or during Fiscal Year 2011 which may change the Proposed Budget significantly requiring a new or revised budget to be created and submitted for approval.

NOW, THEREFORE, it is

RESOLVED: That the Fiscal Year 2011 Southwest IPC budget totaling \$2,196,000 be accepted for proposal to the SWEROC Board as presented at this meeting including the local administration budget for SWEROC.

Mr. Kirk said that this issue has been a topic of discussion for several years. He said that the SWEROC group is an operating committee and it is ultimately their decision however this budget is being proposed to them for this coming fiscal year. Mr. Kirk said that the SWEROC group has chosen not to subsidize education. He said that management hopes this will be the last IPC dual stream contract as the project hopes to be moving towards single stream in Stratford.

Director Lauretti said that this budget has been thoroughly discussed. Mr. Kirk said that Director Edwards has also reviewed this item thoroughly.

The motion to approve the resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman O'Brien, Director Damer, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Director Jarjura	X		
Director Lauretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford			
Geno Zandri, Jr., Wallingford			

BOARD APPROVAL RESOLUTION REGARDING STRATFORD GARBAGE MUSEUM

Chairman Pace requested a motion to approve the above referenced item. Vice-Chairman O'Brien made the motion which was seconded by Director Savitsky.

WHEREAS: The Garbage Museum anticipates receiving grants from FCR, LLC and the Institute of Museum and Library Sciences in the amount of \$2,500 and \$43,000, respectively and \$96,000 from other fundraising efforts;

WHEREAS: The Garbage Museum is anticipating a cash fund balance of approximately \$70,000 from fiscal year 2010; therefore be it

RESOLVED: That the fiscal year 2011 Garbage Museum Operating budget totaling \$264,000 be adopted as presented at this meeting.

Mr. Kirk said that at the request of the CRRA Board and SWEROC Committee the Stratford Garbage Museum is self funded. He said that there is a \$96,000 proposed fundraising revenue stream however, there is a contingency plan in place if the museum does not meet its expense expectations.

Director Lauretti asked if the Board has agreed to address this issue quarterly or on a bi-annual basis. Mr. Kirk said that management has not agreed on a specific time frame. He said that management took a look at the budget at the beginning of the year to get an idea of how much cash is available and how long the museum can run on that amount. Mr. Kirk said in this case that length of time is six months. Mr. Bolduc said that management will be adding a monthly cash flow and projections report to the Finance Committee Package to provide monitoring.

Mr. Nonnenmacher said that there was a \$96,000 hole in the fund raising section of the budget. He said that management had applied for a grant through the State's Energy Efficiency Fund which is run by the Energy Conservation Management Board under the Department of Public Utility Control (hereinafter referred to as "DPUC") auspices. Mr. Nonnenmacher said that the grant would require the Garbage museum to incorporate energy efficiency into the Garbage Museum's education programs.

Mr. Nonnenmacher said that management was able to show a connection between recycling and responsible solid waste management and energy conservation. He said one of the most prominent exhibits at the Garbage Museum is the aluminum cone which demonstrates that making a soda can out of recycled aluminum cans uses one eighth of the energy as making that same can out of virgin bauxite.

Mr. Nonnenmacher said that last Wednesday the DPUC voted on a draft decision which had written into it a grant for the Garbage Museum which includes money for exhibits as well as \$75,000 for the education programs. He said in addition to the other conservatively anticipated estimated revenues for the year management is confident it will make the necessary number.

Mr. Nonnenmacher said that he is working on a closure plan. He said that management is developing a list of tasks that have to be accomplished to close the museum in the event that is necessary. He said he is developing time tables for the execution of those tasks and its associated costs in order to establish how long it would take to close the museum as well as the cost of funding those closure activities.

Vice-Chairman O'Brien said that the Finance Committee asked Mr. Nonnenmacher to secure the grant funds as soon as possible. Mr. Nonnenmacher said that management is pursuing the proper contacts to ensure that happens.

Direct Damer asked if the grant is potentially reoccurring. Mr. Nonnenmacher replied that because a big part of the grant is for the education program he would hope that CRRRA can make a case that the museum will continue to offer those programs after a year despite receiving funding for one year only.

The Board discussed opportunities for improving recycling.

The motion to approve the resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman O'Brien, Director Damer, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Director Jarjura	X		
Director Lauretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford			
Geno Zandri, Jr., Wallingford			

RESOLUTION REGARDING PROPERTY DIVISION BUDGETS

Chairman Pace requested a motion to approve the above referenced item. The motion was made by Vice-Chairman O'Brien and seconded by Director Martland.

RESOLVED: That the fiscal year 2011 Property Division Operating budget totaling \$3,380,000.00 be adopted as presented at this meeting.

FURTHER RESOLVED: That the President is hereby authorized to approve the use of funds from the following Property Division Reserves, as appropriate, to pay for costs and fees incurred during fiscal year 2011 in accordance with the operating budget adopted pursuant hereto, as presented and discussed at this meeting, provided that all purchases of goods and services shall comply with the requirements of the Authority's Procurement Policy:

- Shelton Landfill Post Closure Reserve
- Waterbury Landfill Post Closure Reserve
- Wallingford Landfill Post Closure Reserve

Mr. Bolduc said that this item is being presented because there are expenditures that will be made. He explained these are residual items as a result of the expirations of the various projects such as the Bridgeport Project and the soon to be Wallingford and Hartford project. Mr. Bolduc said as CRRA restructures management needs to be able to capture revenues and expenditures that are part of CRRA and are no longer encompassed as part of each annual project budget and its associated bond indentures.

Mr. Bolduc said costs associated with the various post-closure activities at the landfills are examples of these residual items. He said all landfills have monies put aside. Mr. Bolduc said the expenditure contracts will fall under the Policies and Procurement Committee’s oversight when they are over \$50,000 and will also go to the Board. He said that eventually the Hartford landfill post-closure and Ellington landfill post-closure costs will be part of this.

Vice-Chairman O’Brien said that it was important to note for the property division this year there is no new money as funding is coming from established reserves. Director Griswold asked if those reserves are on track for future closure expenses. Mr. Bolduc said that the reserves are on track. He explained that every year the Finance Department works with the Environmental Department to calculate the funds needed for post-closure expenses on an NPV basis as part of the GASB 18 calculation which is submitted to the Department of Environmental Protection.

The motion to approve the resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman O’Brien, Director Damer, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Director Jarjura	X		
Director Lauretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford			
Geno Zandri, Jr., Wallingford			

PRESIDENT’S REPORT

Mr. Kirk asked the Board members to send a letter to their individual legislative appointees regarding the legislation being considered by the General Assembly.

Mr. Kirk said that the MAC Committee has passed a resolution regarding FOIA requests. He said the direction he was given is to prepare a letter for transmittal to the Capital Region Council of Governments (hereinafter referred to as “CRCOG”) welcoming their participation in the Freedom of

Information Act requirements and expressing CRRA's cooperation. Vice-Chairman O'Brien added that the FIOA requests in the past from CRRA were not retaliatory.

Director Savitsky said that she would like it noted for the record that CRRA continues to offer meeting space for CRCOG at no expense.

Mr. Kirk said that the IPC renovation proposal is being considered by the SWEROC towns and must be decided on by June. He said the project needs 40,000 tons to assure a no tipping fee operation there. Mr. Kirk said that one of management's frustrations is the irregular and unfair enforcement by the Connecticut Department of Environmental Protection (hereinafter referred to as the "CT DEP"). He said that CRRA competes with the private sector for recycling services and there are competitors that do not follow the rules which provide competitors with a substantial price advantage.

Mr. Kirk said that while putting together the capital plan to renovate the facility management is putting in hardware to meet requirements that are not being enforced. He said that management has not been able to get the CT DEP to focus on any other location aside from CRRA's. Chairman Pace asked why that is happening. Mr. Kirk said that the CT DEP is claiming it is a manpower issue. He said it is managements' belief that CRRA is a far more pleasant place to conduct an inspection than many of its competitors.

Director Savitsky said the CT DEP has faced some significant reductions and she has first hand knowledge that some people have retired and the CT DEP has not backfilled those positions.

Mr. Kirk said that the Mid-Conn operator RFP is under development and the distribution is expected by May. He said that there are two options, and a third option to be offered by participating bidders is welcome. Mr. Kirk said that management is waiting for a ruling from the Superior Court on the non-neutral arbitrators' issue concerning the CRRA and MDC arbitration.

Mr. Kirk said that there are three bills of interest for CRRA at the legislature level. He said two have been JF'd out of the Committee. He said the CRRA study bill, which provides for a study authorized by the legislature of CRRA's purpose post-2012 is still active. Mr. Kirk said that SB 394 would expand the CRRA Board to seventeen directors and would allow for designees to attend Board meetings. He said that management hopes that the Legislature reconsiders the designee decision as it can create difficulties.

Director Martland said that having designees in the Bridgeport Project was problematic. Mr. Kirk agreed. He said that the Mayors of the Project member towns often had no idea what was happening in the project until the end.

Director Savitsky said that it is not common on State Boards to have designees for those positions which are ex-officio. She said that this proposed bill is more in the direction of a municipally oriented Board. Director Savitsky suggested Mr. Bzdyra collect some data on how other Board's with designees perform. She said that she is very concerned as having designees is an atypical model for a State Board.

Mr. Kirk said that in his public hearing testimony he was asked that specific question. He said that his response made it very clear having designees on the CRRA Board will cause problems and stressed the importance of having actual Chief Elected Officials participate.

Director Savitsky said that management should indicate the difficulty and unusual nature of a designee Board to the Legislature.

Director Jarjura said that management can argue that the Legislature will not be able to do their jobs at Executive Nominations because they won't know who they are approving to get on the Board. He asked why they would give up that right because you want that person that you are approving to be the representative.

Mr. Kirk said that mattress disposal continues to be a problem for CRRA customers. He said management has identified a \$45.00 per mattress disposal cost and continues to follow up on more creative solutions. Mr. Kirk said that in April management will most likely be asking the Board to lower the cost of mattress disposal as some processing economies have been discovered.

A discussion on the costs of mattress disposal was undertaken.

CHAIRMAN'S REPORT

Chairman Pace said that he was recently on Rocky Hill Public television. He said that together with Mr. Kirk he has made it clear publically that the CRRA Board is not in a position to make public policies and is only acting to implement policies. He said that he wishes it made clear to those organizations that he has provided ample warning to OPM regarding his concerns about having designees on the CRRA Board. He said that he has also provided points of interest to the Legislature. Director Martland asked that a copy of those points be distributed to the Board.

Chairman Pace said that he has also contacted several Legislators with these points along with *The Hartford Courant* article titled "Spinning Straw into Gold" as well as a letter from the Attorney General which states that the CRRA Board had remarkable turn around for a public agency.

CHANGES TO THE CRRA BOARD AND COMMITTEES

Chairman Pace said that unfortunately Vice-Chairman O'Brien is retiring from the CRRA Board. He explained as a result the CRRA Board and its associated Committees will be reconstituted. Chairman Pace said that Director Lauretti has been a dedicated and long standing member of the CRRA Board. He explained under its new agreement Shelton, CT is not required to be a full faith and credit customer of CRRA's which limits Director Lauretti's terms and how he may serve.

Chairman Pace recommended Director Jarjura replace Vice-Chairman O'Brien as the Vice-Chairman of the CRRA Board.

Chairman Pace recommended Director Damer replace Vice-Chairman O'Brien as the Committee Chairman of the Policies and Procurement Committee.

Chairman Pace recommended that Director Mullane be appointed as a member of the Policies and Procurement Committee.

Chairman Pace recommended that Director Kelly be appointed as a member of the Policies and Procurement Committee.

Chairman Pace recommended that Director Desmarais replace Vice-Chairman O'Brien as the Committee Vice-Chairman of the Finance Committee.

Chairman Pace recommended that Director Griswold be appointed as a member of the Finance Committee.

Chairman Pace said that these recommendations were sent to the CRRA Executive Committee and are also in compliance with the Legislature.

Chairman Pace said that these appointments will take affect when Vice-Chairman O'Brien is officially replaced by Ms. Kelly.

RESOLUTION REGARDING LEGAL EXPENSES

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Vice-Chairman O'Brien:

WHEREAS, CRRA 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 2010 projected legal fees; and

WHEREAS, CRRA expects to incur greater than authorized legal expenses for General Counsel services;

NOW THEREFORE, it is RESOLVED: That the following additional amount be authorized for projected legal fees and costs to be incurred during fiscal year 2010:

<u>Firm:</u>	<u>Amount:</u>
Halloran & Sage	\$300,000

Director Savitsky seconded the motion.

Vice-Chairman O'Brien said that this item was passed directly to the full Board.

The motion to approve the resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman O'Brien, Director Damer, Director Griswold, Director Jarjura, Director Lauretti, Director Martland, Director Mullane, and Director Savitsky voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman O'Brien	X		
David Damer	X		
Timothy Griswold	X		
Director Jarjura	X		
Director Laretti	X		
Theodore Martland	X		
Nicholas Mullane	X		
Linda Savitsky	X		
Ad-Hocs			
Warren Howe, Wallingford			
Geno Zandri, Jr. , Wallingford			

ADJOURNMENT

Chairman Pace requested a motion to adjourn the meeting. The motion to adjourn was made by Director Savitsky and seconded by Vice-Chairman O'Brien and was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 1:25 p.m.

Respectfully submitted,

Moira Kenney
Secretary to the Board/Paralegal

TAB 2

**RESOLUTION REGARDING TRANSFER OF FUNDS FROM THE
BRIDGEPORT RISK RESERVE TO THE BRIDGEPORT POST
PROJECT RESERVE**

WHEREAS, on March 26, 2009 the Connecticut Resources Recovery Authority's (the "Authority") Board of Directors (the "Board") adopted a resolution authorizing the establishment of a Post Project Reserve and a Risk Reserve relating specifically to the former Bridgeport Project and the remaining expenses associated with the closing of the former Bridgeport Project; and

WHEREAS, upon its review, the Authority established initial funding amounts of \$625,000 for the Bridgeport Post Project Reserve and \$100,000 for the Bridgeport Risk Reserve; and

WHEREAS, on July 23, 2009, the Board adopted a resolution approving and authorizing the transfer of \$725,000 from the Bridgeport Project to the two newly created STIF accounts; and

WHEREAS, the Authority now desires to consolidate the two STIF accounts into one that will pay invoices relating to insurance, legal, general administrative and other expenses associated with completing the remaining tasks and obligations of the former Bridgeport Project; and

WHEREAS, the Authority will continue to review and provide quarterly distribution summary reports relating to the payment of expenses of the former Bridgeport Project to the Finance Committee and Board, but will return any remaining funds to the former Bridgeport Project towns when substantially all items associated with closing the former Bridgeport Project are completed. The Authority will monitor and evaluate the level of funds in the reserve to assure that should they become significantly in excess of estimated obligations, a distribution will be recommended to the Board.

NOW, THEREFORE, it is

RESOLVED: That all funds in the Bridgeport Risk Reserve STIF account be transferred to the Bridgeport Post Project STIF account and the Bridgeport Risk Reserve STIF account be closed.

QUARTERLY BRIDGEPORT FINANCIAL SUMMARY

Updated as of April 22, 2010

This document updates the current status of the Bridgeport Project and the two reserves established for the completion of various post project items. On September 18, 2009, two STIF accounts were established per Board resolution. Current balances as follows:

	<u>Balance @ 4/22/10:</u>
Bridgeport Post Project Reserve	724,496
Bridgeport Risk Reserve	100,173

Activity Update:

- The Waterbury Landfill was certified as closed by the DEP in November 2009, which was ahead of the schedule. We are processing TRC invoices and other items indicated on the following page. Installation of the groundwater well is scheduled to occur in summer 2010.
- Following DEP certification of the Waterbury Landfill as closed, the Authority notified the lessee on the property that they must vacate the property in order to prepare for the sale of the property. The lessee informed the Authority that they would depart by June 15, 2010; however they retain the right of first purchase of the property.
- The Authority has pursued the outstanding receivables from City Carting and All American Waste (totaling \$130,000). On January 19, 2010 the Appeals Panel ruled that City Carting was to pay \$12,500; the Authority received this amount on February 18, 2010 and subsequently transferred it to the Bridgeport Post Project Reserve.
- The Authority pursued the outstanding receivable from the City of East Haven (\$175,106) and held East Haven's portion of the initial distribution pending final receipt of funds. An agreement was reached with East Haven to pay \$30,000 per month until the outstanding balance is fully paid. On March 22, 2010, East Haven's outstanding receivable was paid in full and \$175,106 was transferred to the Bridgeport Post Project Reserve.

BRIDGEPORT – POST PROJECT – UPDATED 4/22/2010

Item:	Description:	Exposure/ Amount in Reserve:	Resolution:	Payment Status:
Bond Counsel	Pullman & Comley legal work (UCC terminations, indenture releases, etc.)	\$8,000	Final invoice received	COMPLETED
Auditor	Payment due to outside auditor for independent review of financial statements for Bridgeport	\$7,000	Final invoice received	COMPLETED
Waterbury Landfill Closure	TRC Closure Certification Report	\$17,332	Future Amts from PC Reserve	DEP certified 11/2009.
	TRC Engineering	5,977		
	Retainage	24,405		
	Groundwater Monitoring	4,500		
	Install GW Well	5,000		
	Mowing	3,000		
Insurance (Pollution, General Liability, Umbrella)	CRRRA Engineering & Environm.	4,732	Likelihood unknown Insurance will only pay 2/3 of claims	
	Insurance: Transfer Station Legacy costs	150,000		
	Federal/State actions against Municipal Group (including CRRRA) completed. CRRRA pd. approx. \$100K.			
Combe Fill South		See LEGAL Below		
RTC Dispute	Bankruptcy – dispute over any items remaining on site at the Shelton Landfill – Butler Building	See LEGAL Below	Pending review	Expect to finalize in FY2010
Waterbury Land sale potential Insurance (Crime, Property, etc.)	Sale of 12 acres of unused Waterbury landfill to be decided once DEP certifies landfill closed and acceptable sale price is negotiated.	See LEGAL below Misc.: \$25,000 Insurance: \$72,000	Pending DEP certification and timing	Lessee to vacate property June 15, 2010
Administrative	General Administrative costs for completing all items on this list	\$50,000	Ongoing during project termination	Periodic true-ups
LEGAL	All Legal costs for completing all items on this list	\$118,000	Ongoing during project termination	Pending
Receivables:	All American Waste	Owes Fines totaling approximately \$99,000	Being negotiated by Legal	
	City Carting	Owed Fines	Appeals Panel decision – 1/10	Paid in full 3/10
	East Haven	Outstanding Receivable	On payment plan	Paid in full 3/10

BRIDGEPORT – POST PROJECT – UPDATED 4/22/2010

Item:	Description:	Exposure/ Amount in Reserve:	Resolution:	Payment Status:
Stratford Recycling Capital Reserve	Established by the CRRRA Board Oct. 2005 - funded by settlements reached with East Haven and Stamford relating to non-delivery of recyclables. Final disposition of funds, per the contract, to be resolved jointly by CRRRA, SWEROC and FCR.	3/31/10 Balance: \$708,203	Under review by Legal	Discussion with SWEROC for potential future use in single-stream retrofit at Stratford
Waterbury Landfill Closure Reserve	The Waterbury Landfill Closure Reserve was established by the CRRRA Board in July 1991 and funded by the annual operating budgets.	3/31/10 Balance: \$671,759	To be distributed to the towns following final internal review	
DEP Trust for Waterbury Landfill	Account established at U.S. Bank Jan. 1987. Awaiting DEP decision to close account & transfer funds to Waterbury Landfill Post Closure Reserve.	3/31/10 Balance: \$174,279	Awaiting DEP decision	Pending

BRIDGEPORT – RISK – UPDATED 4/22/2010

Item:	Description:	Exposure/ Amount:	Resolution:	Status:
Milford Transfer Station Claim	Man sustained serious injury after falling at the TS	Not determinable at this time. Insurance policy has \$50,000 deductible.	Parties in suit all in one case (Wheelabrator, Enviro, CRRRA and Town of Milford)	Parties in suit all in one case (Wheelabrator, Enviro, CRRRA and Town of Milford)
Contingency Claim	In general, claims are usually filed within two years of occurrence, but can be up to three years (1/1/2012).	Not determinable at this time. Insurance policy has \$50,000 deductible	Unknown	

TAB 3

RECOMMENDED PROPOSED RESOLUTION FOR CRRA BOARD OF DIRECTORS

**RESOLUTION REGARDING THE ESTABLISHMENT OF TRASH
MUSEUM BANK ACCOUNT RESERVE**

WHEREAS: The Board of Directors of the Connecticut Resources Recovery Authority (the "Authority") adopted its Mid-Connecticut Project Budget for Fiscal Year 2011 ("Mid-Conn FY2011 Budget") on February 25, 2010; and

WHEREAS: the Mid-Conn FY2011 Budget includes funding for certain expenses of the Trash Museum located in Hartford, Connecticut, for the educational benefit and enjoyment of the Mid-Connecticut Project member towns; and

WHEREAS: Management recommends instituting the charging of a fee for groups who visit and utilize the educational resources of the Trash Museum from non-Mid-Connecticut Project towns commencing January 1, 2011; and

WHEREAS: Management will establish a bank account at Bank of America for the Trash Museum separate and apart from other bank accounts already established for the Authority at Bank of America; and

WHEREAS: this separate Trash Museum bank account at Bank of America will receive deposits from sources not included in the adopted Mid-Conn FY2011 budget including fees charged to groups from non-Mid-Connecticut Project towns;

NOW, THEREFORE, it is

RESOLVED: That Management establishes a separate bank account for the Trash Museum and that funds deposited into this account be from revenue sources other than those budgeted therefore in the adopted Mid-Conn FY2011 Budget for use in Trash Museum activities.

Establishment of a Trash Museum Bank Account Reserve

EXECUTIVE SUMMARY

With the original Mid-Connecticut Project municipal service agreements (“MSAs”) set to expire in November 2012, CRRA is planning for the continuation of all its services. Among the most prominent of CRRA’s services is its sustainability education programs offered at the Trash Museum in Hartford.

While the CRRA Board of Directors has declared its intent to fund these programs, approving the CRRA Education Policy (No. BOD 046) on September 26, 2009, there is some uncertainty about whether CRRA will be willing or able to fund these programs following the expiration of Mid-Connecticut Project MSAs. Further, there is concern that the Mid-Connecticut Project is funding programs that non-Project towns are using free of charge. Therefore, management feels it prudent to begin charging modest fees for groups who visit the Trash Museum from non-Project communities, with monies collected being reserved for use following the expiration of the MSAs. Management plans to begin charging these fees effective January 1, 2011.

The fee schedule would be nearly identical to that used at the Garbage Museum in Stratford since September 2008, in which groups from towns not part of the Southwestern Connecticut Recycling Operating Committee (SWEROC) pay \$75 for a group of up to 30. Groups from SWEROC towns have been paying a reduced rate of \$37.50, but effective January 1, 2011, all groups will pay the non-SWEROC rate of \$75, recognizing that SWEROC ended its support for the Garbage Museum.

It should be noted that the actual cost of these programs is closer to \$250 per group. Despite the uniqueness of our facilities and the excellence of our education programs (which have been recognized by the National Recycling Coalition), charging full price would quickly put the museums out of business, so the museums must find other sources of funding. Funds collected by the Garbage Museum in advance of its being dropped from the SWEROC budget were critical to keeping the museum open while other funds were raised.

Attendance figures through the first eight months of the current fiscal year show that 108 groups from non-Mid-Connecticut Project communities, totaling 2,909 visitors, came to the Trash Museum. Projected over a full fiscal year, and assuming a 25-percent drop in non-Project groups due to the cost, management anticipates that the fees will raise about \$9,000 per year – again, not nearly enough to self-fund, but money that will help the transition should CRRA eliminate funding for the Trash Museum after November 2012.

DISCUSSION

Since the money to be collected was not budgeted for in FY 2011, the funds to be placed into the reserve does not impact the FY 2011 budget.

TAB 4

RESOLUTION REGARDING REVISIONS TO THE MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES

RESOLVED: That the Board of Directors hereby approves changes to the MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES as presented and discussed at this meeting.

Connecticut Resources Recovery Authority

Mid-Connecticut Project

Revisions to the Mid-Connecticut Permitting, Disposal and Billing Procedures

April 29, 2010

Discussion

The MID-CONNECTICUT PROJECT PERMITTING, DISPOSAL AND BILLING PROCEDURES ("Procedures") prescribe various procedures and rules with which CRRA and its customers must comply regarding the delivery and associated billing of solid waste to CRRA's Mid-Connecticut Project.

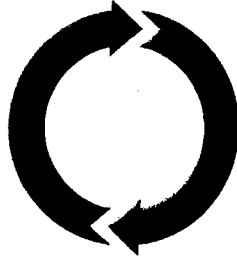
At this time CRRA management recommends that the Procedures be revised. Attached is a red-line version of the Procedures which show the proposed revisions. These revisions are proposed for the following reasons:

1. CRRA will shortly begin accepting #3 through #7 plastics at its recycling facility in Hartford. The Procedures have been revised to include these items as acceptable recyclable materials for delivery to CRRA's recycling facility.
2. The definition of "Non-Processible Waste" has been revised to reflect that CRRA now manages this category of waste in its mobile shredder.
3. Several minor revisions to Section 6.2 (Appeal Process) have been made to provide clarification and flexibility.

These changes to the Procedures require approval by the CRRA Board of Directors. CRRA is also required by statute to publish a notice in the Connecticut Law Journal 30 days in advance of CRRA's Board of Directors taking action in this regard. Such a notice was published in the Connecticut Law Journal on March 23, 2010.

Note that page 3 and page 8 were revised after the document was presented to the Policies and Procurement Committee based on comments received from several waste hauling customers. The revisions provide clarification of acceptable and non-acceptable recyclable materials, and are appropriate.

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



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

MID-CONNECTICUT PROJECT
PERMITTING, DISPOSAL AND BILLING
PROCEDURES

Effective May 1, 2010 ~~August 1, 2009~~

CONNECTICUT RESOURCES RECOVERY AUTHORITY
MID-CONNECTICUT PROJECT
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 located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables. ~~the following:~~

~~(1) All acceptable materials listed in Appendix A attached hereto and made a part hereof; and~~

~~(2) Any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.~~

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

- (b) **“Acceptable Solid Waste”** shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:

(1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,

(2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;

(3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one a-half (1 1/2) inches in diameter;

- (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
 - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;
 - (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue (see Recycling Residue definition), ~~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 CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) **“Account”** shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) **“Authority”** or **“CRRA”** shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (e) **“Bulky Waste”** shall mean construction, demolition and/or land clearing debris.
- (f) **“By-Pass Waste”** shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
- (g) **“Commingled Container Recyclables”** shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.

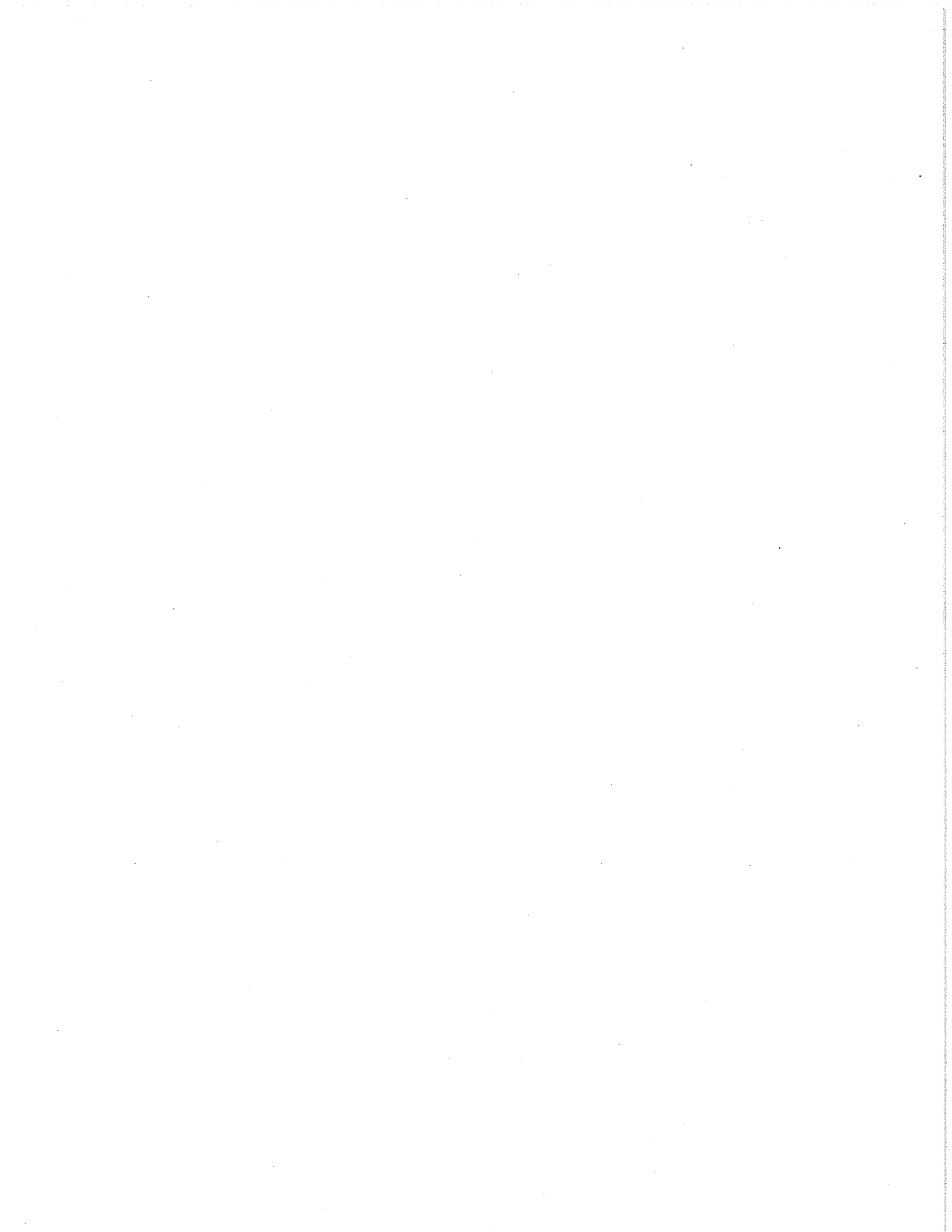
- (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.
- (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
- (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
- (5) PET (polyethylene terephthalate) plastic containers (code 41) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable. Examples 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 containing hazardous materials are acceptable. Attached labels are acceptable. Examples 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. Examples include: ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids.
- (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.

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

(h)(i) **“Designee”** shall mean

Additional Revisions Shown in Yellow

- (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



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

~~(j)~~ **“(Facility)”** shall mean CRRA’s Mid-Connecticut waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.

~~(k)~~ **“(Facilities)”** shall mean the Waste Facilities and the Recycling Facilities.

~~(l)~~ **“(Guarantee of Payment)”** has the meaning set forth in Section 2.3.

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

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

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

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

~~(q)~~ **“(Municipal Solid Waste Management Services Contract)”** or **“(MSA)”** shall mean the contract between CRRA and a Participating Municipality for the

processing and disposal at the Facilities of all Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.

(p)(r) “**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) ~~and is normally disposed of at a landfill~~, provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:

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

(q)(s) “**Non-Project 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.

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

(u) "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.

(s)(v) "Participating Municipality" shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities.

(w) "Permit Application" has the meaning set forth in Section 2.1.

~~(t)(x) "Permittee" shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.~~

(u)(y) "Permit Number" shall mean the vehicle identification number assigned by CRRA 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 CRRA and have been authorized to use the Facilities by CRRA.

(v)(aa) “Private/Non-Commercial Hauler” shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.

(w)(bb) “Project” shall mean the Facilities constituting the Mid-Connecticut Project.

(x) “Recyclables” shall be as defined in Appendix A attached hereto.

(y)(cc) “Recycling Facility” shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.

(z)(dd) “Recycling Facilities” shall mean the Recycling Facility and all Recycling Transfer Stations of the Project.

(aa)(ee) “Recycling Residue” shall mean Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.

(bb)(ff) “Recycling Transfer Station” shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables from any Participating Municipality for transport to the Recycling Facility or a Non-Project Recycling Facility for processing.

(ee)(gg) “Scrap/Light Weight Metals” shall mean but not limited to the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.

(hh) “Single Stream Recyclables” shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.

(dd)(ii) “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.”

(ee)(jj) “Special Waste” shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling

and/or special approval by the Connecticut Department of Environmental Protection ("DEP") or another non-Authority entity.

~~(ff)~~(kk) **"Transfer Station"** shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

~~(gg)~~(ll) **"Unacceptable Recyclables"** shall include

~~(a)~~(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; propane tanks; pyrex; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;

~~(1)~~(3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and

~~(2)~~(4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

~~(hh)~~(mm) **"Unacceptable Waste"** shall include

(1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

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

~~(ii)~~(nn) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and Landfills of the Project.

~~(jj)~~(oo) **“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.

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

1.2 Preamble

These procedures may be amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at www.crra.org.

Additional Revisions Shown in Yellow

(hh) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.

(dd)(ii) **“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.”

(ee)(jj) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or special approval by the Connecticut Department of Environmental Protection (“DEP”) or another non-Authority entity.

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

(gg)(ll) **“Unacceptable Recyclables”** shall include

(a)(1) Unacceptable Waste;

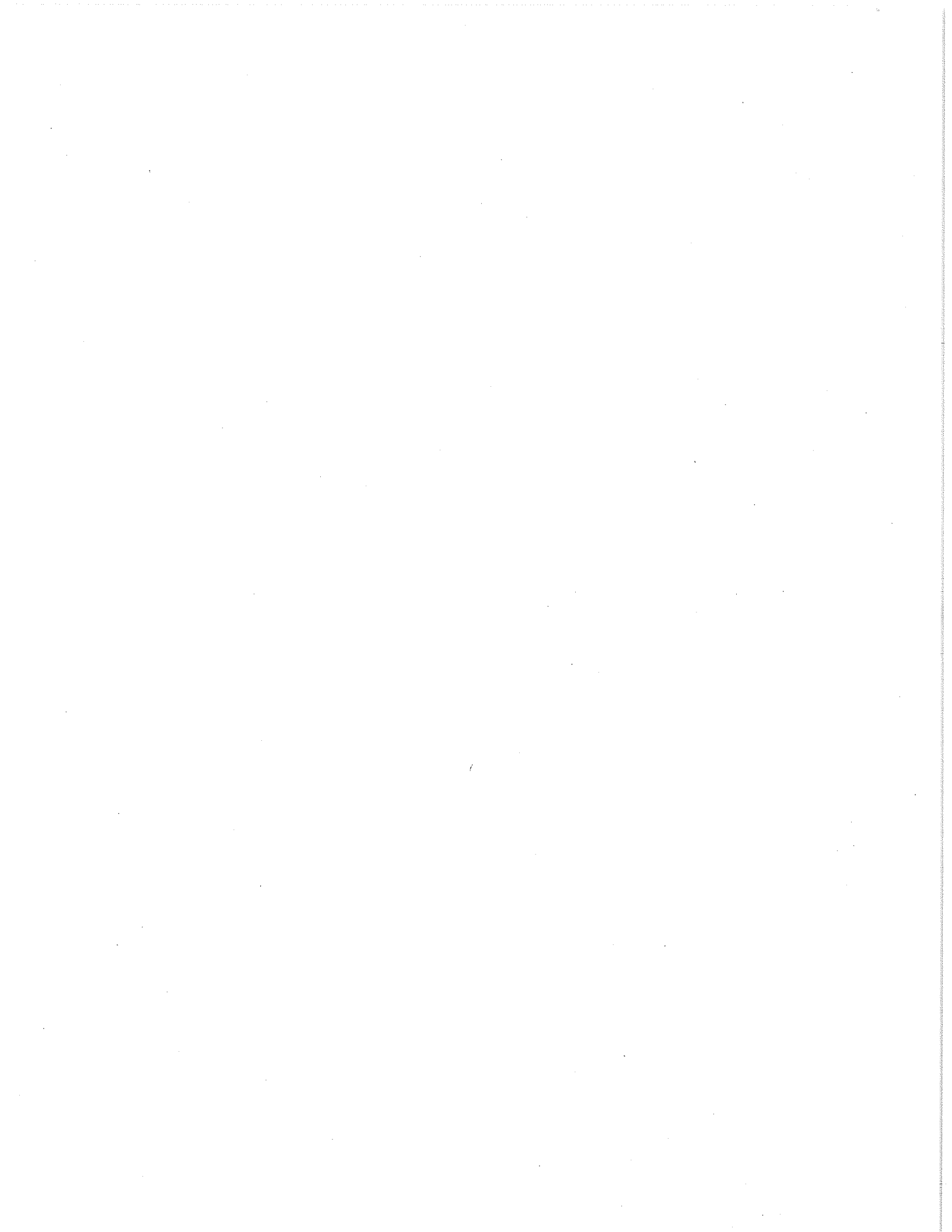
(2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;

(1)(3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and

(2)(4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

(hh)(mm) **“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



1.3 General Principles of Interpretation

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

2. PERMITTING

2.1 Permit Application

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

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

~~(a)(6)~~ A “Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement”~~Solid Waste Delivery Agreement~~ (if applicable);

~~(2)(7)~~ A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;

~~(3)(8)~~ All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;

~~(4)(9)~~ Any applicable fees; and

~~(5)(10)~~ Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

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

2.3 Guaranty of Payment

- (a) Each applicant shall submit along with its permit application a guaranty of payment (“Guaranty of Payment”) satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is

canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same.

2.4 Issuance and Renewal of Permit

~~(a)~~(e) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.

~~(b)~~(f) Upon the issuance of a permit:

- (1) The Permittee shall be assigned an Account number;
- (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
- (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
- (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.

~~(e)~~(g) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by CRRA on an annual basis. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.

~~(d)~~(h) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may

be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

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

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.
- (c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effective on Permittee's delivery schedules or weight records and shall include the effective dates of such

changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:

- (1) Changes in name or mailing address;
- (2) Changes in telephone number;
- (3) Change in physical location of Permittee's business; or.
- (4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits

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

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) per occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five

hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.

- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
 - (1) Name CRRA as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;
 - (3) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
 - (4) Hold CRRA free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
- (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.

- (h) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:
 - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
- (i) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

3.2 Indemnification

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

(a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.

(2)(b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.

(b)(c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be

removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j)7(f) herein.

~~(e)~~(d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j)7(f) herein.

~~(d)~~(e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) ~~Mattresses, box springs, sofas and/or couches~~ may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture ~~mattresses, box springs, sofas and/or couches~~. Household furniture ~~Mattresses, box springs, sofas and/or couches~~ 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 ~~mattresses, box springs, sofas and/or couches~~. The hauler will off-load the household furniture ~~mattresses, box springs, sofas and/or couches~~ only in the area designated by CRRA and/or the Operator for such materials. Household furniture ~~Mattresses, box springs, sofas and/or couches~~ 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 ~~Mattresses, box springs, sofas and/or couches~~ 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 4.8(j)7(f) herein.

~~(e)~~(f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

~~(f)~~(g) CRRA may accept Recycling Residue from a Non-Project Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require and to Appendix A.

4.2 Delivery of Acceptable Recyclables

~~Recycling Facilities' Delivery Standards~~—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 in Appendix A and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

4.3 Access to the Facility

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

4.4 Access to the Recycling Facility

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

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

~~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. and proceeding to I-91 off-ramps closest to the destination. From the off-ramps, vehicles shall use Brainard Road and the Murphy Road entrance located directly across from the off and on ramps for I-91 North. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to be all Permittees.~~

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

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

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

4.5 Temporary Emergency Access to the Facilities

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

4.6 Hours for Delivery

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

4.7 Vehicle Standards for Deliveries to the Facilities

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

4.74.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- ~~(a)(b)~~ CRRA may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site if accepted by CRRA.
- ~~(e)~~ ~~Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facilities.~~
- ~~(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.~~
- ~~(d)~~(c) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- ~~(e)~~(d) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.
- ~~(f)~~(e) CRRA will accept residue from recycling facilities only at the Facility and only if the conditions set forth in **Appendix AB** are met.
- ~~(g)~~(f) 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.
- ~~(h)~~(g) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- ~~(i)~~(h) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the Participating Municipality from which the load originated.
- ~~(k)~~ ~~The scale house attendant responsible for the inbound scale will present a signed weight ticket to the driver. The driver is responsible for seeing to it that the information on the ticket is correct before signing.~~
- ~~(k)~~(i) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor, bay or Landfill face and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.

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

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

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

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

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

~~(q) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.~~

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

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

(t)(p) At all times while on the property of any of the ~~Waste~~ Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements

posted by CRRA and/or the Operator at the facility to which they are delivering materials.

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

~~(v)~~ The only trailers that may be used to delivery Acceptable Solid Waste to a Transfer Station are those coming from a Participating Municipality's transfer station.

~~(w)~~ A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from any of the Facilities if required by the scale house attendant. Vehicles shall be tared as required by the scale house attendant. Any Permittee whose driver does not tare his vehicle or roll-off box/trailer or sign the weight ticket pursuant to the scale house attendant's instructions shall be charged the disposal fee for the gross weight of the load delivered.

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

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

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

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

~~(aa)(v)~~ 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.

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

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

~~(cc)~~ Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

~~(ee)(y)~~ Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.

~~(ff)(z)~~ 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.

- ~~(hh) CRRA reserves the right to charge a five hundred dollar (\$500.00) reloading fee to a Permittee who delivers Unacceptable Waste, Non-Processible Waste, Special Waste or any material which CRRA determines, in its sole and absolute discretion, should be rejected.~~
- (aa) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (bb) 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.
- (cc) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (dd) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (ee) Loads of Commingled Container Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Recycling Facilities.
- (ff) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.
- (gg) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

4.84.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion as if a weight ticket had been signed and received.

- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.94.10 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 CRRA only if the following criteria are met:

- (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non-Participating Municipality without first executing a Mid-Connecticut Non-Member Waste Agreement.

- (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.

- ~~(3) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.~~

- ~~(4)~~(3) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

- ~~(5)~~(4) 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 to be disposed of at such Waste Facility.

- ~~(6)~~(5) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

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

4.11 Recycling Facilities Load Rejection Policy

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

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

5. BILLING

5.1 Payment of Invoices

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

5.2 Liability for Payment of Invoices

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

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment

charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

- (b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

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

5.5 Return Check Policy

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

5.6 Disputes on Billing

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

6. SANCTIONS

6.1 Sanctions

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

6.2 Appeal Process

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

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

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, Connecticut 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation at issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence ~~or such other information ("Permittee/hauler Information")~~ 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~~Permittee/hauler Information~~.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report ~~or or such other information 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) The Appeal Committee shall consist of three (3) members: CRRA ~~Director of~~President ~~Operations~~ or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (g) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. ~~If there is a tie due to abstention, the appeal will be granted.~~ This decision is final.
- (h) If an appeal is granted, the Appeal Committee, in its decision will determine by majority vote, the adjustment, if any, to the violation. If there is a tie due to abstention, no adjustment will be made. The Appeal Committee may decrease or dismiss the sanction, but at no time will a sanction be increased.

7. LEGAL

7.1 Consistent with Municipal Solid Waste Management Services Contract

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

7.2 Governing Law

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

APPENDIX A

~~CONNECTICUT RESOURCES RECOVERY AUTHORITY Mid-Connecticut Regional Recycling Center (RRC) Facility Delivery Standards~~

~~1. LOCATION~~

~~Mid-CT Offices~~

~~211 Murphy Road,
Hartford, Connecticut 06114~~

~~Regional Recycling Center~~

~~FCR, Inc.
211 Murphy Road
Hartford, Connecticut~~

~~2. HOURS OF OPERATION~~

~~RRC~~

~~Monday – Friday, 7:00 a.m. to 3:45 p.m.~~

~~Transfer Stations~~

~~Monday – Friday, 6:00 a.m. to 2:30 p.m.~~

~~*Please note:*~~

~~For weeks during which a holiday is observed on a weekday, the facilities will be open on Saturday as follows:~~

~~**RRC:** 7:00 a.m. – 1:45 p.m. **Transfer Stations:** 6:00 a.m. – 2:30 p.m.~~

~~If the scale is closed during the week for a scheduled holiday (listed below), the scale will be open the following Saturday from 7:00 a.m. to 1:45 p.m. If the scale remains open during a municipal or state holiday, the scale will be open the following Saturday from 7:00 a.m. to 10:45 a.m.~~

~~3. HOLIDAYS~~

~~Mid-Connecticut Facilities are closed on the following holidays:~~

~~New Year's Day
Good Friday~~

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

4. DELIVERY POLICY

All recyclables to be delivered must be pre-approved by CRRA. Loads of residential and commercially-generated recyclables are to be delivered in permitted vehicles containing only the following acceptable materials:

Paper Processing at the Recycling Facility ("Paper Fiber Recyclables"):

- (l) Newspaper and Magazines commingled
- (h) Corrugated Cardboard only
- (i) Newspaper, Magazines and Corrugated Cardboard commingled
- (j) Junk Mail
- (k) Office Paper or High-Grade Paper
- (l) Boxboard

Container Processing at the Recycling Facility ("Commingled Container Recyclables"):

Commingled food and beverage containers including:

- (a) Clear glass
- (b) Brown glass
- (c) Green glass
- (d) Metal cans
- (e) Aluminum cans
- (f) Aluminum foil
- (g) PET (#1) plastic containers
- (h) HDPE (#2) plastic containers
- (i) Aseptic packaging (milk and juice cartons and juice boxes)

Single Stream Processing at the Recycling Facility ("Single Stream Recyclables")

The commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables:

4.1 Acceptable Materials

Newspapers (including newspaper inserts) and **Magazines** (including catalogs) — no more than (2) months old; commingled; bundled in brown (kraft) paper grocery bag; must be clean and dry.

Corrugated Cardboard—with corrugated (alternating ridges and grooves) kraft (brown) paper middle only; uncoated; clean and dry; flattened, when flattened must be no larger than three (3) feet in width or height (oversized boxes must be cut down to 3' (feet) by 3' (feet); bundles may be tied with string only.

Junk Mail—All loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples: Catalogs, Flyers, Envelopes containing office paper, Brochures and empty, small boxes.

Office Paper or High-Grade Paper—all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous form perforated white bond or green bar paper).

Boxboard—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 inside bag removed.** Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples: Cereal boxes, cracker boxes, shoe boxes, beer cartons and six-pack holders.

Glass Food And Beverage Containers—clear, brown, and green bottles up to 3 gallons or 10 liters in size; washed clean; caps lids, and corks removed; attached labels and neck rings are acceptable. **EXAMPLES:** SODA, LIQUOR, WINE, JUICE BOTTLES, JAM JARS, and MASON JARS.

Metal Food And Beverage Containers—washed clean: up to 3 gallons or 10 liters of total volume in size; clean metal lids acceptable; No. 10 size cans acceptable; empty aerosol cans previously containing non-hazardous substances. **EXAMPLES:** SOUP, VEGETABLE, JUICE, and other FOOD CANS, COOKIE TINS; DOG and CAT FOOD CANS, KITCHEN SPRAY CANS, BULK SIZE VEGETABLE CONTAINERS.

Aluminum Used Beverage Cans—unflattened; washed clean; self-opening attached tabs acceptable. **EXAMPLES:** SODA and BEER CANS.

Aluminum Foil—washed clean; folded flat; free of other materials. **EXAMPLES:** ALUMINUM FOIL WRAP, TAKE OUT ALUMINUM FOIL FOOD CONTAINERS.

PET (Polyethylene Terephthalate) Plastic Containers—code 41, up to three (3) liters in size; washed clean; attached labels acceptable. **EXAMPLES:** SODA, JUICE, COOKING OIL, MINERAL WATER, and DISH DETERGENT BOTTLES.

HDPE (High Density Polyethylene) Plastic Containers—#1 & #2; washed clean; up to 2.5 gallons or 6 liters of total volume in size not previously containing hazardous materials; attached labels acceptable. **EXAMPLES:**

MILK JUGS, SPRING WATER, LAUNDRY DETERGENT, BLEACH, and DISH DETERGENT BOTTLES.

~~**Aseptic Packaging** – Gable top plastic coated paper containers up to three (3) liters or one(1) gallon in size; empty with straws and caps removed. **EXAMPLES:** MILK, JUICE CONTAINERS, SMALL SINGLE SERVE JUICE AND MILK BOXES.~~

4.2 — ~~Materials Not Accepted~~

Ceramic plates	Light bulbs
Ceramic cups	Mirror glass
Syringes	Tiles
Window glass	Hypodermic needles
Clay pots	Crystal
Motor oil bottles	Porcelain
Heat-resistant ovenware	Pyrex
Drinking glasses	Books
Stones	Plates
Glass	Gravel
Auto glass	Telephone books
Pots and pans	Leaded glass
Paint cans	Clothes hangers
Food contaminated pizza boxes	#3 #7 plastics
Waxed corrugated	Asian corrugated
Notebooks	Anti-freeze containers

5. DELIVERY RULES AND REGULATIONS

- ~~(a) Only pre-approved, Acceptable Recyclables will be accepted for delivery to the Recycling Facility and the Recycling Transfer Stations. All Recyclables delivered to the Recycling Facility and Recycling Transfer Stations must meet the Facility Delivery Standards as detailed in this Appendix A in order to be accepted for processing.~~
- ~~(b) All commercial vehicles delivering Recyclables to the Recycling Facility will follow the routes described in Attachment A herein.~~
- ~~(c) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facility and the Recycling Transfer Stations.~~
- ~~(d) All vehicles delivering Recyclables to the Recycling Facility and the Recycling Transfer Stations must have a valid Mid-Connecticut permit issued by CRRA. Permit stickers must be displayed on roll-off containers as well as the vehicles delivering them.~~

- (e) ~~Rear loading vehicles delivering Recyclables to the Recycling Facility and whose first or only delivery is Paper Fiber Recyclables must enter the facility at 123 Murphy Road (Entrance marked "B").~~
- (f) ~~Rear loading vehicles delivering Recyclables to the Recycling Facility and whose first or only delivery is Commingled Container Recyclables must enter the facility at 123 Murphy Road (Entrance marked "B").~~
- (g) ~~Operators of rear dumping vehicles will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.~~
- (h) ~~All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.~~
- (i) ~~Haulers may not deliver loads containing Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.~~
- (j) ~~Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened) unless such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.~~
- (k) ~~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.~~
- (l) ~~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 both the Recycling Facility and the Recycling Transfer Stations.~~
- (m) ~~Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage deliver of pre-sorted containers. Any municipality or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.~~

6. LOAD REJECTION POLICY

~~CRRA or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the Facility Delivery Standards as determined. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200) 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.~~

~~Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the~~

tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.

Loads will be considered not to meet the Facility Delivery Standards if:

- (a) They originate from more than one municipality.
- (b) They include commercially generated recyclables that are not collected as part of a municipality's residential program provided, however, that such loads will be considered to meet the Facility Delivery Standards if they have been pre-approved by CRRA or the Operator.
- (c) They originate from a municipality or municipalities that do not participate in the Mid-Connecticut Regional Recycling Program, unless authorized by CRRA.
- (d) They are found to be contaminated and/or unprocessable.
- (e) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facility without written approval of CRRA.

Loads will be considered contaminated if:

- (a) A load of commingled containers contains more than 5% unacceptable containers or materials other than Acceptable Commingled Container Recyclables.
- (b) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
- (c) 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.

Loads will be considered unprocessable if:

- (a) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
- (b) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
- (c) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (d) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.

~~(e) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Reyclables unless delivered as Single Stream Reyclables.~~

~~(f) 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 unprocessible and/or unmarketable by coming in contact with the material in the load.~~

7.VEHICLE STANDARDS

~~(a) CRRA reserves the right to restrict vehicle access to any and all Mid-Connecticut recycling facilities (including transfer stations).~~

~~(b) All vehicles tipping at the facilities shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards.~~

~~(c) Refuse packer trucks may be used in the collection of containers only if the compaction mechanism for the vehicle has been disabled for maximum compaction (so as to minimize breakage). It is preferred that such a vehicle's use be dedicated for recyclable collection. CRRA and its agents will have the right to check vehicles to insure that the compaction mechanism has been disabled for maximum compaction when delivering recyclable containers.~~

~~(d) Refuse packer trucks with operable compaction units may be used in the collection of newspapers, magazines and/or corrugated cardboard. It is preferred that the vehicle's use be dedicated for recyclable paper collection, and that the vehicle be free of any liquid or other residues (clean) inside the compartment.~~

~~(e) Use of on-truck densifiers or other mechanical compaction to flatten containers is prohibited.~~

For further information, contact CRRA Field Manager at 860-757-7700, Monday – Friday, 8:30 a.m. 5:00 p.m.

Attachment "A"

All commercial vehicles accessing the site will follow the routes described below for all trips to and from the facility. See following pages for route maps.

SITE ACCESS

Vehicles originating from I-91 southbound:

- Take Exit 28, turn left onto Airport Road, turn left at the Brainard Road/Airport Road intersection, follow Brainard Road around curve to right where it becomes Maxim Road, and then turn right at Murphy Road intersection. Enter the site via a right turn movement at driveway B.

Vehicles originating from I-91 northbound:

- Take Exit 27; proceed straight thru the Brainard Road/Murphy Road intersection. Enter the site via a left turn movement at driveway B.

SITE EGRESS

Vehicles heading to I-91 southbound:

- Leave the site via driveway A, turn left onto Murphy Road. 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, turn right and follow Airport Road to the left turn onto the I-91 Southbound on ramp.

Vehicles heading to I-91 northbound:

- Leave the site via Driveway A, turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, go straight thru the intersection to access the I-91 northbound on ramp.

APPENDIX AB

Policy Guidelines for Accepting Residue from Recycling Facilities

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

The Recycling Facility must possess a valid DEP Permit to Operate a Recycling Facility. A DEP permitted Solid Waste Facility (other than Recycling Facility), which provides for recycling in its approved Plan of Operations may also be deemed eligible by CRRA project staff for this purpose. Operators must provide CRRA with a copy of the DEP Permit to Operate. CRRA will determine if haulers comply with eligibility criteria before acceptance of residue.

Residue will only be accepted in direct proportion to the solid waste received and processed by the Recycling Facility from Project participating municipalities, (i.e.) if a facility accepts 100 tons of solid waste and 10 tons of this if from project municipalities, CRRA will accept 10% of the total recycling residue.

A listing by municipality of the amount of solid waste received, the total amount of residue generated, the amount of residue apportioned to each municipality, the method used to calculate the amount apportioned to each municipality, and the location at which all residue was disposed shall be submitted to CRRA with each payment for the period covered by the payment.

Prior to delivering any residue to any of the facilities, Hauler and all the Authorized Companies shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements set forth therein and-in the applications (including instructions) for such permits. Hauler and such authorized company shall comply at all times with the Procedures, including any amendments made by CRRA thereto from time to time.

All vehicles delivering residue must possess a current, valid Authority permit, including but not limited to the necessary payment guarantees, proof of insurance and indemnification agreements.

The Project from time to time may allow the receipt and disposal of processible non-project residue on a spot basis.

CRRA reserves the right to inspect any facility, including records of solid waste and residue, from which residue disposal is requested and/or received.

APPENDIX BC

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

Notes:

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



TAB 5

**RESOLUTION REGARDING
WASTE COMPACTION DOZER WORK
AT THE
MID-CONNECTICUT WASTE PROCESSING
FACILITY**

RESOLVED: That the President is hereby authorized to execute an agreement for waste compaction dozer work at the Mid-Connecticut Waste Processing Facility with Botticello, Inc., substantially as presented and discussed at this meeting.

CONTRACT SUMMARY
For Contract Entitled

**AGREEMENT FOR WASTE COMPACTION DOZER WORK AT THE
MID-CONNECTICUT WASTE PROCESSING FACILITY**

Presented to the CRRA Board:	April 29, 2010
Vendor/Contractor(s):	Botticello, Inc.
Effective Date:	July 1, 2010
Term:	Two Years (through June 30, 2012)
Term Extensions:	One one-year extension at CRRA's option
Contract Type/Subject matter:	Services at the Waste Processing Facility
Facility(ies)/Project(s) Affected:	Mid-Connecticut Waste Processing Facility
Original Contract:	N/A
Contract Dollar Value:	Work is on an on-call, as-needed basis; based on the number of hours of waste compaction dozer work over the past three years, the estimated contract dollar value for FY11 is \$73,240.
Amendment(s):	N/A
Scope of Services:	Provide all personnel and labor to perform waste stacking and compaction work at the Waste Processing Facility using a CRRA-supplied dozer.
Bid Security:	Provided as a bid bond for \$5,000
Budget Status:	This work is included in the "Other Operating Charges" account in the FY 2011 Mid-Connecticut budget

WASTE COMPACTION DOZER WORK AT THE MID-CONNECTICUT WASTE PROCESSING FACILITY

April 29, 2010

Executive Summary

This is to request approval of the CRRA Board of Directors for the President to enter into an agreement with Botticello, Inc. ("Botticello") to provide all personnel and labor to perform waste stacking and compaction work at the Mid-Connecticut Waste Processing Facility ("WPF") using a CRRA-supplied dozer. The work is on an on-call, as-needed basis. The base term is for two years (July 1, 2010 through June 30, 2012) with an option for CRRA to extend the term for one year.

Discussion

Both Municipal Solid Waste ("MSW") and Refuse-Derived Fuel ("RDF") are routinely stored on site at the WPF. At times of peak waste deliveries or machinery shutdowns, the MSW and RDF storage areas become full and waste stacking and compaction are required to make room for more incoming MSW and RDF. This stacking and compaction is achieved through the use of a CRRA-supplied track bulldozer that is rotated between the MSW and RDF storage halls. The current contract for this work with CWPM, LLC expires June 30, 2010.

The Request for Bids for the new loader was published in the following publications on Sunday, January 31, 2010, or the next published edition:

Hartford Courant
Manchester Journal Inquirer
Waterbury Republican American
LaVoz Hispania de Connecticut
Northeast Minority News

The project was also posted on the CRRA and the State of Connecticut Department of Administrative Services ("DAS") websites.

RFB Results

Sealed bids were received through March 24, 2010. Bids were received from four vendors: Botticello, Inc.; Butler Construction Company; CWPM, LLC; and Tobacco and Son Builders, Inc.

Bidders were asked to provide for each year of the base term and for the one option year the per hour price for the operation of the dozer for up to 40 hours of work in a week and for over 40 hours of work in a week. Bidders were also asked to provide the flat fee that would

be changed to move the dozer between the MSW and RDF halls (the dozer may not be driven between the two halls). The following table provides the three-year (two-year base term and one-year option) average for each of the price elements for each of the four bidders.

Bidder	3-Year Average		
	Per Hour up to 40 Hours	Per Hour Over 40 Hours	Move the Dozer
Botticello, Inc.	\$36.62	\$44.40	\$260.00
Butler Construction Co.	\$48.00	\$63.00	\$260.00
CWPM, LLC	\$55.00	\$62.00	\$250.00
Tabacco & Son Builders, Inc.	\$53.73	\$77.33	\$283.33

Recommendation

Based on the prices submitted by the bidders, CRRA management recommends that the waste compaction dozer work be awarded to Botticello, Inc.

Botticello has previously performed the dozer compaction work for CRRA. Based on the quality of the previous work and on Botticello's references, CRRA staff is confident that the firm is qualified to do the work.

Financial Summary

The waste compaction dozer work is included in the "Other Operating Charges" line item for the WPF budget for Fiscal Year 2011. The work is on an on-call, as-needed basis. Over the last three years, the amount of dozer compaction work needed has averaged approximately 2,000 hours per year. Therefore, it is anticipated that Fiscal Year 2011 expenditures for the waste compaction dozer work will be approximately \$73,240.

TAB 6

**RESOLUTION
REGARDING
COMPUTER INFORMATION CONSULTING
SERVICES**

RESOLVED: That the Board of Directors hereby approves the agreement for computer information consulting services with Walker Systems Support previously executed by the President, substantially as presented and discussed at this meeting.



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

CONTRACT SUMMARY

For Contract Entitled

COMPUTER INFORMATION CONSULTING SERVICES AGREEMENT

Presented to the CRRR Board:	April 29, 2010
Vendor/Contractor(s):	Walker Systems Support
Effective Date:	October 1, 2008
Term:	One Year (through September 30, 2009)
Term Extensions:	One two-year extension at CRRR's option (already exercised)
Contract Type/Subject matter:	Services
Facility(ies)/Project(s) Affected:	N/A
Original Contract:	N/A
Contract Dollar Value:	\$60,000
Amendment(s):	N/A
Scope of Services:	Provide back-up and technical assistance for CRRR's IT function and provide other IT related assistance as requested.
Bid Security:	N/A
Budget Status:	Funding for these services is included in the General Fund "Information Technology – Consulting" line item.



COMPUTER INFORMATION CONSULTING SERVICES

April 29, 2010

Executive Summary

This is to request approval by the CRRA Board of Directors for the agreement with Walker Systems Support ("Walker") to provide computer information consulting services that was previously executed by the President. This action is required because we now expect expenditures for the services provided by Walker to exceed \$50,000 before the end of this fiscal year.

Discussion

CRRA's information technology ("IT") function is essentially staffed by one person, the Information Systems Operations Manager. While this individual's activities are overseen by the Development, Environmental Compliance and IT Manager, the technical aspects of the IT function are a one-person operation. Staffing at this level is appropriate for an organization of CRRA's size, but it does present obvious concerns, especially in a function so technically complex and specialized.

To address this situation, in 2005 CRRA conducted a competitive proposal process to identify a firm to provide back-up and technical assistance for CRRA's IT function. CRRA selected Walker to provide the services. Because it was anticipated that expenditures for these services would be less than \$50,000 per year, Board approval was not sought and, in fact, expenditures were less than \$50,000 per year.

In 2008, CRRA conducted another competitive proposal process for such services and once again selected Walker. The term of the new contract was for one year with CRRA having an option for a two-year extension. CRRA exercised that option and Walker is now under contract to CRRA through September 30, 2011. Based on Walker's rates, the number of hours projected for the services and CRRA's previous history with these services, Board approval was not sought.

While the "normal" back-up and technical assistance services provided by Walker have remained below \$50,000 per year, CRRA has used Walker's expertise and its knowledge of the capabilities of various small, specialized firms in the area to address a variety of additional IT issues that have arisen. Addressing these additional issues has resulted in expenditures exceeding \$50,000.

The following table presents the expenditures to Walker for the services for the past three years (Walker was under contract to CRRA for only a portion of FY06) and thus far for FY10. The table indicates the expenditures for the “normal” back-up and technical assistance, the expenditures for “additional” services, the total expenditures and notes on the type of “additional” services that were performed.

Fiscal Year	Expenditures for “Normal” Services	Expenditures for “Additional” Services	Total Expenditures	Purpose of “Additional” Services
07	\$38,781	\$4,400	\$43,181	Redesign and upgrade of the CRRA intranet site
08	\$41,033	\$0	\$41,033	
09	\$37,174	\$15,390	\$52,564	Programming services for the enforcement database
10*	\$31,815	\$7,501	\$39,316	Completion of programming for the enforcement database and performing the security audit requested by CRRA’s auditor

* Through February 2010

Walker has already been assigned work for FY10 in addition to that listed in the table that is necessary to meet the recommendations of CRRA’s auditor. Therefore, it is likely that the expenditures for Walker during FY10 will be as much as \$60,000.

Recommendation

CRRA management recommends that the Board approve the agreement that has already been executed by the President. The agreement was not previously submitted to the Board because a good faith estimate of expenditures was that they would be less than \$50,000 per year. It now appears that such expenditures will exceed \$50,000 per year.

Financial Summary

Funding for the computer information consulting services is included in the CRRA General Fund Budget in the “Information Technology – Consulting” line item.

TAB 7

**RESOLUTION REGARDING RATIFICATION OF EMERGENCY
PROCUREMENT CONTRACTS**

RESOLVED: That the CRRA Board of Directors ratifies the Emergency Procurement as substantially presented and discussed at this meeting.

Emergency Procurement Contracts

April 29, 2010

The following written evidence is being provided to the Board for ratification pursuant to Sections 2.2.12 and 5.10 of the CRRRA Procurement Policy.

2.2.12 “Emergency Situation”

“Emergency Situation” shall mean a situation whereby purchases are needed to remedy a situation that creates a threat to public health, welfare, safety or critical governmental or CRRRA service or function. The existence of such a situation creates an immediate and serious need that cannot be met through the normal procurement methods and the lack of which would seriously threaten: (i) the health or safety of any person; (ii) the preservation or protection of property; (iii) the imminent and serious threat to the environment; or (iv) the functioning of CRRRA. Any such situation shall be documented with written evidence of said situation.

5.10 Emergency Procurements

In the event of an Emergency Situation as defined herein, the procedures for pre-approval of Contracts in these Policies and Procedures by the Board do not apply. When the President, Chairman, or designee determines that an Emergency Situation has occurred, the President, Chairman, or their designee is authorized to enter into a Contract under either a competitive or sole source basis, in such amount and of such duration as the President, Chairman, or their designee determines shall be necessary to eliminate the Emergency Situation. Such Emergency Situation contract(s), with written evidence of said Emergency Situation, shall be presented to the Board for ratification as soon as practicable following the execution of the Contract. The Board shall ratify such emergency Contract unless it is determined that under no circumstances would a reasonable person believe that an Emergency Situation existed.

Emergency Procurements

<u>Date</u>	<u>Description</u>	<u>Contract Value</u>	<u>Vendor</u>
4/8/2010	FY09 - Emergency rental of a Caterpillar D8 Dozer for Compaction at The Waste Processing Facility for a 5 week period during February and March 2010.	\$16,500.00	H.O.Penn

Memorandum


To: Tom Kirk, CRRA President
CC: Peter Egan, Director of Environmental Affairs & Development
From: Rich Quelle, Senior Engineer
Date: 4/8/2010
Re: Waste Processing Facility (WPF)- Emergency Rental of a Caterpillar D8 Dozer for compaction.

This is to inform you that an emergency procurement for a Caterpillar D8 Dozer was performed in order to allow CRRA to continue to perform compaction of the WPF's Refuse Derived Fuel (RDF) and Municipal Solid Waste (MSW) storage areas.

CRRA's existing Caterpillar D6 Dozer was forced out of service due to excessive engine coolant temperatures which were caused by slippage in the units transmission torque converter. While CRRA's D6 unit was out of service for these repairs we also took use the time to re-locate the machines air conditioning condenser unit to the rear of the D6 dozer so as to allow better cooling and cleaning behind the engines radiator. Also, CRRA had a upgraded reverse cooling radiator fan installed which will allow the radiator to be blown out on a timed basis while under operation, which will again keep the D6 dozer operating cooler while compacting. CRRA's D6 dozer was out service for over a month.

We mobilized H.O.Penn through the Metropolitan District Commission (MDC) on an emergency basis to assist CRRA in implementing these repairs. This vendor is Caterpillar's authorized sales and repair representative in Connecticut who also performed the original power train rebuild on CRRA's D6 dozer and will hopefully repair the torque for no cost under the existing warranty. The emergency was considered critical to operations of the WPF. The rental cost was \$16,500.00.

I would be able to discuss this with you at your convenience.

 4/8/10

Thomas D. Kirk
President, Duly Authorized

TAB 8

**Connecticut Resources Recovery Authority
Mid-Connecticut Project – Hartford Landfill**

O&M of the Groundwater Flow Control System

**Notice to Board of Directors of
Intention to Exercise One-Year Option to Extend**

April 29, 2010

The Hartford Landfill utilizes a groundwater flow control system (“GFCS”) to control leachate generated from the 80 acre MSW/Interim Ash portion of the landfill. Leachate-impacted groundwater is captured by four pumping wells located at the southern end of the landfill, and is discharged to the sanitary sewer for treatment at the MDC’s water pollution control facility in Hartford.

At its April 27, 2006 meeting, the CRRA Board of Directors authorized CRRA’s President to enter into a contract with Leggette, Brashears & Graham, Inc. (“LBG”) for the Operation and Maintenance of the GFCS for the base contract period of May 1, 2006 through June 30, 2009, plus two one-year options at CRRA’s sole discretion. Attached are the following documents associated with the Board of Directors’ approval:

- Contract Summary from April 27, 2006 Board of Directors package (1 page)
- Pages 1, 5, 6, and 7 from the April 27, 2006 Board of Directors meeting minutes
- Pages 1, 3, and 4 from the June 22, 2006 Board of Directors meeting minutes, plus the four-page Exhibit A Memo Re: Exercise of Options to Extend

Under the terms of the Agreement between CRRA and LBG, the annual costs for “routine activities” are billed on a time-and-materials basis for a not-to-exceed total of \$29,750. “Non-routine activities” are billed on a time-and-materials basis with an annual not-to-exceed cost of \$25,000. During the three full years of the base contract (i.e., FY2007, FY2008, and FY2009), LBG invoiced CRRA the following amounts:

Fiscal Year	Routine Activities	Non-Routine Activities	Total
2007	\$11,815.95	\$2,464.45	\$14,280.40
2008	\$22,826.75	\$23,544.86	\$46,371.61
2009	\$23,151.31	\$8,171.31	\$31,322.62

At the January 29, 2009 meeting of the CRRA Board of Directors, CRRA management notified the Board of management's intention to exercise the first one-year option of the contract for FY2010. Through the first seven months of FY2010, LBG has invoiced CRRA the following amounts:

Fiscal Year	Routine Activities	Non-Routine Activities	Total
2010 (7/1/09 – 1/31/10)	\$10,295.15	\$1,519.24	\$11,814.39

LBG has performed well during the three-plus fiscal years that it has operated and maintained the GFCS, and CRRA management believes that it is in the best interests of CRRA to exercise the second one-year option under the Agreement for FY2011 and intends to do so. Consistent with the Agreement, the FY2011 costs for "routine activities" would be billed on a time-and-materials basis for a not-to-exceed total of \$29,750, and the FY2011 costs for "non-routine activities" would be billed on a time-and-materials basis for a not-to-exceed cost of \$25,000.

In accordance with the Memo Re: Exercise of Options to Extend that was approved at the June 22, 2006 Board of Directors meeting, this summary has been provided to make the Board aware of CRRA management's intention to exercise this option prior to such exercise.

Connecticut Resources Recovery Authority

Contract Summary for Contract entitled

Operation and Maintenance of the Hartford Landfill Groundwater Flow Control System for FYs 2006 (Partial), 2007, 2008, 2009, 2010 (Option Year) and 2011 (Option Year)

Presented to the CRRRA Board on: April 27, 2006

Vendor/ Contractor(s): Leggette, Brashears & Graham

Effective date: May 1, 2006

Contract Type/Subject matter: Operation and Maintenance of the Hartford Landfill Groundwater Flow Control System for FYs 2006 (Partial), 2007, 2008, 2009, 2010 (Option Year) and 2011 (Option Year)

Facility(ies) Affected: Hartford Landfill

Original Contract: N/A

Term: Base Contract of Three Years and Two Months – May 1, 2006 through June 30, 2009. Two one-year options - July 1, 2009 through June 30, 2010, and July 1, 2010 through June 30, 2011.

Contract Dollar Value: \$195,100.00 (Base Period)
\$ 54,750.00 (Option Year 1)
\$ 54,750.00 (Option Year 2)
\$304,600.00 (TOTAL)

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: Leggette, Brashears & Graham will operate and maintain the Hartford Landfill Groundwater Flow Control System and ensure compliance with the groundwater discharge permit and wastewater discharge permit issued by the CT-DEP.

Other Pertinent Provisions: Contractor shall furnish a performance bond or a letter of credit equal to the Contract Dollar Value for the Base Contract Period, which will remain in effect for the entire term of the Agreement, including, if applicable, two option years.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND SECOND MEETING

APRIL 27, 2006

A Regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, April 27, 2006 at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Mark Cooper
James Francis
Michael Jarjura (Present beginning at 10:35 a.m.)
Edna Karanian
Mark Lauretti (Present beginning at 10:05 a.m.)
Theodore Martland (Present until 12:20 p.m.)
James Miron (Present beginning at 9:50 a.m.)
Raymond O'Brien
Andrew Sullivan
Timothy Griswold - Ad-Hoc, Mid-Connecticut Project (Present until 11:45 a.m.)

Present from the CRRA staff:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
Peter Egan, Director of Environmental Affairs & Development
Floyd Gent, Director of Operations
Laurie Hunt, Director of Legal Services
Paul Nonnenmacher, Director of Public Affairs
Christopher Shepard, Environmental Engineer
Donna Tracy, Executive Assistant
Kristen Greig, Secretary to the Board/Paralegal

Special Guest: Stephen Cassano

Also present were: David Arruda of MDC, Susan Hemenway of BRRFOC, Frank Marci of USA Hauling & Recycling, John Pizzimenti of USA Hauling & Recycling, Lynn St. James of Covanta, Jerry Tyminski of SCRRRA.

Chairman Pace called the meeting to order at 9:45 a.m. and stated that a quorum was present.

Director Griswold asked if there was a limit to the amount of this type of soil CRRA could use. Mr. Egan responded that approximately 30,000 to 40,000 tons of soil are used each year and there were no constraints on how much of that is allowed to be contaminated soil.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Laretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Andrew Sullivan	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
NONE			

RESOLUTION REGARDING OPERATION AND MAINTENANCE OF THE HARTFORD LANDFILL GROUNDWATER FLOW CONTROL SYSTEM FOR FISCAL YEARS 2006 (PARTIAL), 2007, 2008, 2009, 2010 (OPTION YEAR), 2011 (OPTION YEAR)

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director O'Brien:

RESOLVED: That the President is hereby authorized to enter into a contract with Leggette, Brashears & Graham, Inc. for operation and maintenance of the Hartford Landfill Groundwater Flow Control System for fiscal years 2006 (Partial), 2007, 2008, 2009, and two one-year options for fiscal years 2010 and 2011, substantially as discussed and presented at this meeting.

Director Cooper seconded the motion.

Mr. Egan explained that the groundwater discharge permit at the Hartford Landfill requires that CRRA control the leachate that is generated by rainfall on the landfill. Mr. Egan stated that a three-sided clay barrier with very low permeability was installed about ten years ago and the fourth side had a steel sheeting wall in place that runs under the flood control dike, which acts as a barrier. In satisfaction of the permit requirement that CRRA control the leachate generated by the landfill, CRRA has installed a "bathtub" that collects the leachate consisting of the bentonite clay slurry wall, the steel sheeting, and a horizontal layer of natural clay which

underlies the landfill. Four pumps remove the leachate as it is generated by rainfall and by groundwater moving under the landfill. The water is then extracted and discharged into the sewer system to be treated at a sewage treatment facility.

Mr. Egan stated that the Groundwater Flow Control System allows CRRA to measure groundwater levels inside the landfill and outside of the clay barrier. This allows CRRA to meet the permitting requirement that the level of the groundwater in the landfill be kept at a lower elevation than the surrounding groundwater outside of the landfill. As long as the elevation of the groundwater in the landfill is lower than the surrounding area, CRRA can prove that no leachate is going to migrate off-site. Mr. Egan said that the operation and maintenance of the Groundwater Flow Control System is necessary to maintain compliance with the inward hydraulic gradient requirement of the permit.

Mr. Egan explained that this contract was before the Board to employ a vendor to operate and maintain all of the components of Groundwater Flow Control System for a period of three years and two months, with two one-year options to extend the contract. Mr. Egan stated that the landfill will be closed in the fall of 2008 and closure activities will likely extend into early 2010. Since it is not clear whose responsibility it will be to maintain the system beyond that date, the contract was written to give CRRA some flexibility to extend in the event CRRA has to operate the system after closure of the landfill or to terminate the contract after the initial term if there is another operator.

Chairman Pace asked if this system is only under the ash portion of the landfill. Mr. Egan responded that this is under the entire landfill, and the 16-acre ash portion of the landfill has its own base liner that segregates the leachate collected from the ash area from the leachate collected from the rest of the landfill. The leachate from the ash is treated and discharged into the sewer system. Mr. Egan noted that the ash system is currently operated internally. Director Lauretti asked what the difference was between the leachate from the MSW and the leachate from the ash. Mr. Egan responded that the leachate from the ash has a higher pH because of the lime that is in the ash. The leachate from the ash is treated until the pH is within a prescribed range before it is discharged.

Chairman Pace noted that this vendor is new to CRRA. Mr. Egan agreed and added that this vendor offered a better price than the current vendor.

Director O'Brien asked for verification that CRRA is allowed to award a five-year contract, which this contract would be if the two options were exercised. Director O'Brien also requested that the contract be brought before the Board before the options were exercised because the Board would be in a better position to know what the disposition of the landfill will be. Attorney Hunt stated that she did look into the relevant statutes and policies to determine if CRRA is allowed to award a five-year contract and concluded that CRRA is allowed to enter into long-term contracts with approval of 2/3 of the Board of Directors. Director O'Brien stated that he would like that in writing and appended to the minutes of this meeting. (Written legal opinion is in progress.)

Director Karanian asked for more information on why the low bidder was not selected. Mr. Egan explained that one of the references provided by the bidder recommended against contracting with the company. Mr. Egan stated that the reference gave CRRA enough concern to determine that they were not the best contractor for this job. Mr. Egan also stated that the low-bidding firm only has one individual who works in Connecticut because their main office is in Rhode Island. Mr. Egan said that this is not a complex system, but it requires a very timely response in the event there is a problem. Mr. Egan stated that this led management to believe that the low-bidder would not be able to respond as effectively as the company that has offices in Shelton and Farmington. Because the Hartford Landfill must be managed with extra sensitivity regarding public perception, Mr. Egan said it is important to consider these factors when choosing a contractor for this project.

Mr. Kirk asked if the same questions were asked of all references that were checked. Mr. Shepard responded in the affirmative and added that he assembled a one-page questionnaire that was used to ask all references the same questions. Director Sullivan asked if the recommended contractor had good references. Mr. Shepard responded in the affirmative.

Chairman Pace asked how much the difference was between the low-bidder and the recommended contractor. Director Sullivan responded that the difference was approximately \$10,000 in the base period and \$2,750 for each one-year option. Chairman Pace stated that the dollar value is outweighed by the quality of services needed.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Andrew Sullivan	X		
Timothy Griswold, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
NONE			

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND THIRD MEETING

JUNE 22, 2006

A Regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, June 25, 2006 at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Benson Cohn
Mark Cooper
James Francis
Michael Jarjura (Present beginning at 10:55 a.m.)
Edna Karanian
Mark Lauretti (Present from at 9:50 a.m. to 12:15 p.m.)
Theodore Martland
Raymond O'Brien
Andrew Sullivan (Present until 11:20 a.m.)
Timothy Griswold - Ad-Hoc, Mid-Connecticut Project
Elizabeth Horton Sheff - Ad-Hoc, Mid-Connecticut Project (Present beginning at 10:05 a.m.)

Present from the CRRA staff:

Tom Kirk, President (Present until 11:45 a.m.)
Jim Bolduc, Chief Financial Officer
Michael Bzdyra, Government Relations Liaison
Robert Constable, Controller
Peter Egan, Director of Environmental Affairs & Development
Floyd Gent, Director of Operations
Ron Gingerich, Development, Environmental Compliance, IT Manager
Laurie Hunt, Director of Legal Services
Donna Tracy, Executive Assistant (Present until 11:45 a.m.)
Kristen Greig, Secretary to the Board/Paralegal

Also present were: David Arruda of MDC, Mike Calandra of CWPM, David Collier of DW Trucking, Jorge Davila of CCEJ, Bill Dunbar of Copes, Stephen Hillyer of CCEJ, Paul Jessell of Copes, William Malone of Enviro Express, Jen Maloney of Gaffney Bennett, Allan Mercado of CCEJ, Dr. Mark Mitchell of CCEJ, John Pizzimenti of USA Hauling & Recycling, Lynn St. James of Covanta, Jaime Viola of CCEJ.

Chairman Pace called the meeting to order at 9:33 a.m. and stated that a quorum was present.

Dr. Mark Mitchell, President of the Connecticut Coalition of Environmental Justice, distributed a handout to the Board. Dr. Mitchell said that he would like to explain his concerns about CRRA's operations in Hartford. Dr. Mitchell said that CRRA currently provides between \$50,000 and \$100,000 to the City of Hartford for reimbursement for recycling. Dr. Mitchell said that, even though the largest recycling facility is in Hartford, it does not benefit the city much and with the proposed expansion, CRRA is not proposing to increase the reimbursement rates to the City. Dr. Mitchell said it is much more difficult to recycle in urban areas because multi-family units and small businesses are charged more. Dr. Mitchell said that the amount of trash burned in Hartford is so large that, even though CRRA has a relatively low pollution rate per ton, there are so many tons burned that he is concerned about the total amount of pollution. Dr. Mitchell stated that the expansion of the recycling facility would bring in additional trucks, which will also increase the amount of pollution produced in Hartford. Dr. Mitchell added that there is a relatively simple solution to the amount of pollution from diesel trucks. A filter that costs about \$600 per truck should be required of all CRRA contractors to reduce diesel emissions.

Mr. Jorge Davila stated that he is a new member of the Connecticut Coalition of Environmental Justice who is concerned about Hartford. Mr. Davila stated that it seemed unfair that so many cities deliver their garbage to Hartford. Mr. Davila said that he remembers riding through surrounding towns and thinking how beautiful they were, but did not realize that was because all of their garbage was delivered to Hartford.

With no further comments from the public, Chairman Pace stated that the regular meeting would commence.

APPROVAL OF AN AMENDMENT TO THE MINUTES OF THE APRIL 27, 2006 REGULAR BOARD MEETING

Chairman Pace requested a motion to approve the minutes of the April 27, 2006 Regular Board Meeting. The motion was made by Director O'Brien and seconded by Director Cooper.

Director O'Brien asked if the only amendment was the memo appended to the minutes. Ms. Greig responded in the affirmative.

The minutes were approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn, Vice Chair	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Laretti	X		
Theodore Martland	X		
Raymond O'Brien	X		

Andrew Sullivan	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

APPROVAL OF THE MINUTES OF THE MAY 25, 2006 REGULAR BOARD MEETING

Chairman Pace requested a motion to approve the minutes of the May 25, 2006 Regular Board Meeting. The motion was made by Director O'Brien and seconded by Director Sullivan.

The minutes were approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Benson Cohn, Vice Chair	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Andrew Sullivan	X		
Non Eligible Voters			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

RESOLUTION IN APPRECIATION OF BENSON R. COHN'S SERVICE TO THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND THE CITIZENS OF THE STATE OF CONNECTICUT

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director O'Brien:

WHEREAS, in 2002 the Connecticut General Assembly reconstituted the Connecticut Resources Recovery Authority; and

WHEREAS, the new Connecticut Resources Recovery Authority was to be governed by a new Board of Directors consisting of experts from private industry, the public sector and municipal leaders and who would use their expertise to restore and enhance the financial and operational stability of the Authority; and

Exhibit A

MEMO

To: Tom Kirk
From: Laurie Hunt
Re: Exercise of Options to Extend

At the April 2006 Board Meeting, in discussion of a new contract for the Operation and Maintenance of the Hartford Landfill Groundwater Flow Control System – which contract, as stated in the Contract Summary in the board package, is for a term of fiscal years 2006 (partial) through 2009, and includes two one-year extension periods at CRRA's option – Director O'Brien requested verification that CRRA is allowed to award a five-year contract. In response to that request, attached please find CGS Sections 22a-268, which authorizes CRRA to enter into long term contracts, with the proviso that any contract over 5 years in duration (which the aforementioned contract would be if both options to extend were exercised) must be approved by a 2/3 vote of the authority's full board of directors. Also attached is CGS Section 22a-268a, which requires that CRRA adopt written procedures for, among other things, procurement of goods and services, which must include a requirement that the authority solicit proposals for professional services at least once every three years, and Section 5.3 of CRRA's Procurement Policy, which implements the cited statutory requirement.

CRRA's policy specifies that the Authority shall issue a Request for Qualifications at least once every three years for all required Professional or Technical Services. "Professional or Technical Services" as defined in the policy "...include, but are not limited to, legal, accounting, insurance, surety bonding, executive recruitment, auditing, architectural, engineering, public relations, financial advisory, management consulting, underwriting, system management, facilities management, telecommunications, security and lease services." In CRRA's understanding of this definition, the subject contract services do not fall within its parameters. The services to be provided under the contract are not the type of services itemized by either the statute or CRRA's policy, but rather are O&M services appropriate to the RFP rather than RFQ process. (Note that these services were in fact solicited pursuant to an RFP.) Based on the foregoing, and the fact that the contract was approved by more than 2/3 of the full board, CRRA does not believe that it is required either by statute or by the terms of CRRA's policy to obtain further approval prior to the exercise of either option to extend.

This matter was discussed by the P&P Committee at its June 2006 meeting. The Committee considers it prudent that, when management determines that it is in the best interests of CRRA to exercise a contract option to extend, the Board should be made aware of the matter prior to such exercise. Management will propose a methodology for the tracking of such contract options to extend for consideration by the P&P Committee.

Solid Waste Management Act

Sec. 22a-268. (Formerly Sec. 19-524aa). Powers to contract with private sector. The authority shall utilize private industry, by contract, to carry out the business, design, operating, management, marketing, planning and research and development functions of the authority, unless the authority determines that it is in the public interest to adopt another course of action. **The authority is hereby empowered to enter into long-term contracts with private persons for the performance of any such functions of the authority which, in the opinion of the authority, can desirably and conveniently be carried out by a private person under contract** provided any such contract shall contain such terms and conditions as will enable the authority to retain overall supervision and control of the business, design, operating, management, transportation, marketing, planning and research and development functions to be carried out or to be performed by such private persons pursuant to such contract. Such contracts shall be entered into either on a competitive negotiation or competitive bidding basis, and the authority in its discretion may select the type of contract it deems most prudent to utilize, pursuant to the contracting procedures adopted under section 22a-268a and considering the scope of work, the management complexities associated therewith, the extent of current and future technological development requirements and the best interests of the state. Whenever a long-term contract is entered into on other than a competitive bidding basis, the criteria and procedures therefor shall conform to applicable provisions of subdivision (16) of subsection (a) and subsections (b) and (c) of section 22a-266, **provided however, that any contract for a period of over five years in duration, or any contract for which the annual consideration is greater than fifty thousand dollars shall be approved by a two-thirds vote of the authority's full board of directors.** The terms and conditions of such contracts shall be determined by the authority, as shall the fees or other similar compensation to be paid to such persons for such contracts. The contracts entered into by the authority shall not be subject to the approval of any other state department, office or agency. However, copies of all contracts of the authority shall be maintained by the authority as public records, subject to the proprietary rights of any party to the contract. Nothing of the aforesaid shall be deemed to restrict the discretion of the authority to utilize its own staff and work force for the performance of any of its assigned responsibilities and functions whenever, in the discretion of the authority, it becomes necessary, convenient or desirable to do so. Any litigation with respect to any terms, conditions or provisions of any contract of the authority, or the performance or nonperformance of same by either party, shall be tried before a judge of the Superior Court of Connecticut.

Solid Waste Management Act

Sec. 22a-268a. Written procedures. The board of directors of the Connecticut Resources Recovery Authority shall adopt written procedures, in accordance with the provisions of section 1-121, for: (1) Adopting an annual budget and plan of operations, including a requirement of board approval before the budget or plan may take effect; (2) hiring, dismissing, promoting and compensating employees of the authority, including an affirmative action policy and a requirement of board approval before a position may be created or a vacancy filled; (3) acquiring real and personal property and personal services, including a requirement of board approval for any such nonbudgeted expenditure in excess of five thousand dollars; (4) **contracting for (A) the business, design, operating, management, construction, transportation, marketing, planning and research and development functions of the authority, (B) financial, legal, bond underwriting and other professional services, and (C) supplies, materials and equipment, including (i) notwithstanding any provision of this chapter, standards for determining when contracts described in this subdivision (4) shall be awarded on the basis of competitive bidding or competitive negotiation, an exemption for small purchases, and criteria for waiving competitive bidding or competitive negotiation, and (ii) a requirement that the authority solicit proposals at least once every three years for each such professional service which it uses;** (5) issuing and retiring bonds, bond anticipation notes and other obligations of the authority; (6) awarding loans, grants and other financial assistance, including eligibility criteria, the application process and the role played by the authority's staff and board of directors; and (7) the use of surplus funds to the extent authorized under this chapter or other provisions of the general statutes.

CRRA's Procurement Policy

5.3 Professional or Technical Services

5.3.1 Definition

Professional or Technical Services include, but are not limited to, legal, accounting, insurance, surety bonding, executive recruitment, auditing, architectural, engineering, public relations, financial advisory, management consulting, underwriting, system management, facilities management, telecommunications, security and lease services.

5.3.2 Board Approval

All Contracts, including, but not limited to, Agreements and RFSs, for such services in excess of \$50,000 per year shall be approved by a two-thirds (2/3) vote of CRRA's full Board of Directors. Contracts for such services may not be split in amount or duration in order to evade the intent of the Act.

5.3.3 Competitive Process

Such services shall be procured through a Competitive Process as referred to in Section 4.5.1 of these Policies And Procedures.

5.3.4 Submission of Rates

As part of the Request for Qualifications and RFS process, such service providers shall commit to provide services at specified rates for the duration of the qualification period or any particular Agreement awarded.

5.3.5 Solicitation Frequency

Notwithstanding anything to the contrary set forth in this Section 5.3, CRRA shall solicit proposals at least once every three (3) years for each such professional services which it uses.

TAB 9

THEODORE H. MARTLAND

30 West Main Street
Waterbury, CT 06702

Phone/Fax (203) 575-0721 • Email: THMartland@gmail.com

March 26, 2010

Senator John McKinney
Senate Republic Office
LOB Room 3400
Hartford, CT 06106

Dear Senator McKinney:

First, let me thank you for meeting with Mike Bzdyra and me on 23 March 2010 concerning legislation affecting the Arts, Residential Care and CRRA, especially my hoped for help on your part to get Senator Williams to appoint a mayor to our board.

A point I missed in our meeting was that of the quality of the legislature's appointments where one is unable to determine who was appointed by whom by their actions on the board. We truly work well together. I continue to hope that Senator Williams appoints Mayor Currey (your Mayor isn't eligible as Fairfield isn't a CRRA contributor).

In addition I hope you will "keep an eye" on the acts of CRCOG and MDC which are trying to adversely affect CRRA to the disadvantage of all Connecticut towns. As I mentioned our auditors consider MDC the "biggest hole" in our accounting system, as they don't adhere to our post ENRON required standards. Attached are a few points of interest which, I hope you will find interesting.

Again, thank you, and if you have any questions or comments please do not hesitate to call on me.

Sincerely,

T. H. Martland

- When the legislature recreated CRRA and its board of directors, following the ENRON debacle, it crafted a balance of municipal officials and people having expertise in the environment, finance and energy, so that the board could steer CRRA out of a financial disaster and manage its complex businesses in the best interests of the people of the state. Simply, our Board reflects the judgment of the Governor and Legislative leaders.
- CRRA strictly adheres to state statutes and policies while working to serve the best interests of the cities and towns it serves.
- CRRA is required to competitively procure its services. There are influential parties favoring a change in the Board's composition in order to provide a sole source re-negotiation of the MDC contractor agreement. A revised board, intent on returning to pre Enron procurement practices risks another financial disaster for the towns.
- CRRA is more than the Mid CT project. It handles waste and recycling for over 100 towns and cities across the entire State. CRRA is the agency with the statewide scope needed to best implement the State Solid Waste Management Plan.
- The Mid-Connecticut Project tip fee was \$70 in FY 2005. It has not been raised in six years. Had the Tip fee merely followed the Consumer Price Index, it would be \$83 today. Instead, it's \$69. And that's after having returned over \$40 million in cash and credits to Mid-Connecticut Project cities and towns. Mid-Connecticut Project towns have never paid a tip fee for recyclables, while non-CRRA towns have paid as much as \$30.00 per ton just to dispose of their recyclables.
- Under our board's stewardship, CRRA has become Connecticut's recycling leader. We introduced junk-mail and mixed paper recycling and single-stream recycling to the state, and now we're about to begin recycling additional types of plastic. Nobody else does what we do on the scale we do it, and our towns don't pay a dime to recycle.
- CRRA has absolutely no impact on the state budget; we are completely self-funding.
- If you or your towns disagree with any decision or decisions we make or have made, please tell me. We are open and transparent and welcome all communications with our towns.

TAB 10

**RESOLUTION REGARDING ADDITIONAL PROJECTED LEGAL
EXPENDITURES**

WHEREAS, CRRA 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 2010 projected legal fees; and

WHEREAS, CRRA expects to incur greater than authorized legal expenses for Environmental and Real Estate Counsel services;

NOW THEREFORE, it is RESOLVED: That the following additional amount be authorized for projected legal fees and costs to be incurred during fiscal year 2010:

<u>Firm:</u>	<u>Amount:</u>
Cohn Birnbaum & Shea	\$35,000

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Request regarding Authorization for Payment of Projected Additional Legal Expenses

April 29, 2010

Executive Summary

This is to request that P&P recommend board authorization of payment of additional projected fiscal '10 legal expenses.

Discussion

By letter dated January 22, 2010, Covanta Projects of Wallingford, L.P. ("Covanta") officially notified CRRA of the exercise of its option to purchase the Wallingford Project for \$1.00. Covanta's attorneys are preparing the necessary documentation for review and comment by CRRA, and the parties are aiming to close on or about June 30, 2010.

In connection with the prospective sale of the real and personal property, it has been determined that the conveyance is subject to the Connecticut Transfer Act and the parties are investigating the need for environmental remediation of the site. For this reason (and to facilitate the preparation and review of attendant documentation), CRRA believes that Cohn Birnbaum and Shea – a firm on both our environmental and real estate panels – is the best choice to represent CRRA in this matter.

Project expiration legal costs were anticipated and included in the FY 10 Wallingford legal budget.

TAB 11

**RESOLUTION REGARDING ADDITIONAL PROJECTED LEGAL
EXPENDITURES**

WHEREAS, CRRA 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 2010 projected legal fees; and

WHEREAS, CRRA expects to incur greater than authorized legal expenses for services;

NOW THEREFORE, it is RESOLVED: That the following additional amount be authorized for projected legal fees and costs to be incurred during fiscal year 2010:

<u>Firm:</u>	<u>Amount:</u>
Pepe & Hazard	\$50,000

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Request regarding Authorization for Payment of Projected Additional Legal Expenses

April 29, 2010

Executive Summary

This is to request that P&P recommend board authorization of payment of additional projected fiscal '10 legal expenses.

Discussion

Pursuant to discussion with Chairman Pace, Pepe & Hazard has since the fall been attending meetings of both the MDC (and certain of its committees) and CRCOG; providing reports and analyses of MDC's personnel and procurement policies and other matters which may impact the Mid-Connecticut Project and its member towns; monitoring CRCOG's initiative to form a Central Connecticut Solid Waste Authority ("CCSWA"); and elucidating the CCSWA process and proposed Model Ordinance.

Board authorization to incur and pay additional legal costs is now requested in order to continue these activities for the remainder of the fiscal year.