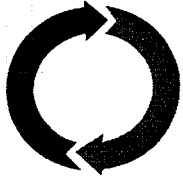


**CRRA**  
**BOARD MEETING**  
**August 25, 2011**



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

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

## **MEMORANDUM**

**TO:** CRRA Board of Directors  
**FROM:** Moira Benacquista, Secretary to the Board/Paralegal  
**DATE:** August 19, 2011  
**RE:** Notice of Regular Board Meeting

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There will be a Regular Board Meeting of the Connecticut Resources Recovery Authority Board of Directors on Thursday, Aug. 25, 2011, at 9:30 a.m. The meeting will be held in the Pasheshauke Pavilion at Old Saybrook, CT 06475.

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

Connecticut Resources Recovery Authority  
Regular Board of Directors Meeting

**Agenda**  
August 25, 2011  
9:30 AM

I. Pledge of Allegiance

II. Public Portion

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

III. Minutes

1. Board Action will be sought for the Approval of the Regular July 28, 2011, Board Meeting Minutes (Attachment 1).
2. Board Action will be sought for the Approval of the Special Telephonic Aug. 1, 2011, Board Meeting Minutes (Attachment 2).

1.a Action Items

IV. Board Committee Reports

A. Finance Committee Reports

1. Board Action will be sought Regarding Approval of the Stratford Garbage Museum Budget (Attachment 3).

B. Policies & Procurement Committee

1. Board Action will be sought Regarding Adoption of the Southwest Recycling Transfer Station Permitting, Disposal and Billing Procedures (Attachment 4).
2. Board Action will be sought for the Resolution Regarding the Adoption of the Revised Mid-Connecticut Permitting, Disposal and Billing Procedures (Attachment 5).

V. Chairman and President's Reports

VI. Executive Session

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

# TAB 1

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**FOUR HUNDRED AND NINETY-FIRST**

**JULY 28, 2011**

A regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday July 28, 2011, in the Board Room at CRRRA Headquarters, 100 Constitution Plaza, Hartford, Connecticut. Those present by telephone were:

Directors: Chairman Pace  
Vice-Chairman Jarjura  
Louis Auletta (present by telephone from 10:00 -10:50 a.m.)  
Timothy Griswold  
Dot Kelly  
Theodore Martland  
Scott Slifka (present by telephone)  
Don Stein  
Bob Painter, Mid-Connecticut Project Ad-Hoc  
Steve Edwards, Bridgeport Project Ad-Hoc  
Mark Tillinger, Bridgeport Ad-Hoc  
Steve Wawruck, Mid-Connecticut Project Ad-Hoc

Present from CRRRA in Hartford:

Tom Kirk, President  
Jim Bolduc, Chief Financial Officer (present by telephone)  
David Bodendorf, Senior Environmental Engineer  
Peter Egan, Environmental Affairs and Environmental Director  
Laurie Hunt, Director of Legal Services  
Paul Nonnenmacher, Director of Public Relations  
Maira Benacquista, Board Secretary/Paralegal  
Marianne Carcio, Executive Assistant

Also present were: Steve Bonafonte; Bill Hogan of the Town of Bloomfield; Peter Graczykowski of the Town of Vernon; John Phillips of the Town of West Hartford; John Pizzimenti of USA Hauling & Recycling; Jim Sandler, Esq. of Sandler & Mara; Cheryl Thibeault of Covanta Energy and Jerry Tyminski of SCRRA.

Chairman Pace called the meeting to order at 10:05 a.m. and said that a quorum was present.

**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.

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

**RESOLUTION REGARDING MID-CONNECTICUT RESOURCE RECOVERY FACILITY  
TRANSITION SUPPORT SERVICES AGREEMENT**

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

**RESOLVED:** That the Board of Directors hereby authorizes the President to enter into an agreement with PMA Consulting, LLC for services associated with the Mid-Connecticut Resource Recovery Facility transition, substantially as presented and discussed at this meeting.

Mr. Kirk said this resolution concerns the transition of the Mid-Conn Facilities to a new operator. He explained management is recommending using former CRRRA employee Dave Brown, who is now with PMA Consulting, LLC, to assist CRRRA with consulting on an as needed basis. He said it is management's goal to provide a seamless transition for its customers. Mr. Kirk said there are a number of transition tasks and services which need to be accomplished in order to achieve that goal and Mr. Brown is uniquely qualified to provide that assistance due to his knowledge of CRRRA.

Mr. Kirk said the hourly rate for Mr. Brown is reasonable and management will keep the Board apprised of the process over the coming months. Mr. Egan said management has assembled a transition team consisting of himself, Ms. Raymond, Mr. Quelle, Mr. Duvall, and others in addition to Mr. Brown which will focus on these necessary transition activities.

Mr. Kirk said additional consultants and assistants from a financial capacity will be utilized to address this transition in the future. Chairman Pace said much of the work will be targeted at the goal of synergy between the front and back end. He noted the offer of employment to existing facility staff is still contained in the agreement.

Director Stein asked if the consulting would be managed by task orders and an estimate of the time which will be spent by the consultant on those tasks. Mr. Kirk replied yes.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**RESOLUTION REGARDING THE AUTHORIZATION OF A REQUEST FOR WORK TO PROVIDE LABOR AND EQUIPMENT SERVICES FOR THE OPERATION OF THE HARTFORD LANDFILL**

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

**RESOLVED:** That the President is hereby authorized to execute a Request for Work with Botticello, Inc., pursuant to a new on-Call Equipment Work Agreement to provide labor and equipment for the operation and maintenance of the CRRA Hartford Landfill as presented and discussed at this meeting.

Director Kelly said the Policies & Procurement Committee discussed this item at length and voted unanimously in support of it. Mr. Egan said this resolution is to provide funding for the contractor which has been operating the Hartford Landfill since the MDC exited the landfill at the end of 2008. He said there are routine operating requirements that must be done throughout the closure period. Mr. Egan said the Board approved a contract between CRRA and this operator two and half years ago. He said CRRA needs to continue to engage the operator likely for another year, and this resolution provides funding through next February.

Mr. Egan explained the closure activities have taken longer than originally expected. He said this is due in particular because the closure plan is being modified to incorporate the solar cap which will delay the final closure. Mr. Egan said one of the activities this operator performs is accepting lightly contaminated soil to contour and grade at the landfill.

Director Tillinger asked if any incentive is provided to encourage the contractor to conclude the closure in a timely manner. Mr. Egan said this contractor is not undertaking the closure and is only managing the landfill, while another contractor takes on closure activities.

Director Griswold asked if the rates in the Request for Work compare with the earlier rates. Mr. Bodendorf said that the rates are the same for the last year that Botticello, Inc. was employed and are extended through February of 2012.

Chairman Pace commended management on the appearance of the Hartford Landfill. Director Painter agreed. He noted he has heard positive public comments on the appearance of the landfill.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**RESOLUTION REGARDING TIER 4 MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT FOR THE PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES AND MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

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

**RESOLVED:** The President is hereby authorized to enter into Tier 4 municipal solid waste management services agreements (“MSAs”) for the provision of acceptable solid waste and acceptable recyclables services with Connecticut municipalities, substantially as presented and discussed at this meeting; and

**FURTHER RESOLVED:** The President is hereby authorized to enter into the “Master Coordination Agreement for Municipal Solid Waste Disposal, Processing and Recycling Services” with the Central Connecticut Solid Waste Authority, substantially as presented and discussed at this meeting.



Mr. Kirk said after a year and a half of outreach programs management created Tier 1 (which has a long and a short term), Tier 2, and Tier 3 to replace the existing MSA's incorporating the member towns' requests and specifications. He said in order to assist the towns in bidding and procuring solid waste a group called the Central Connecticut Solid Waste Authority (hereinafter referred to as "CCSWA") was formed and requested an additional MSA offering. Mr. Kirk said in response management created what is essentially a combination of pieces of Tier 2 and Tier 3 to create a Tier 4 option. Mr. Kirk explained the Tier 4 option has a six year term with two year extensions which are mutually agreeable upon. He said Tier 4 is a put-or-pay agreement similar to Tier 3, and has no flow control agreement similar to Tier 1. Mr. Kirk said Tier 4 is to be offered via the CCSWA however CRRA contracts directly with the towns whether they choose to administer the agreement through CCSWA or directly. Mr. Kirk said this Tier 4 agreement will be offered to all of the member towns.

Chairman Pace said management and the Board worked hard to get away from put-or-pay in the MSA's as it eliminates risk for the towns. Mr. Kirk said management was surprised that put-or-pay was requested, especially by the Bridgeport towns. He said that the Tier 1 agreement is by far the most popular.

Director Edwards asked how there is a put-or-pay with no flow control. Mr. Kirk explained it is a put-or pay for a discreet amount of tons equal to the tons under the towns' control. He said commercial tonnage and tons under subscription services are not included. Director Edwards asked if that includes flow control. Mr. Kirk replied no.

Mr. Egan said there are two pieces to this resolution. He said in addition to the Tier 4 MSA option there is also a Master Coordination Agreement which will be executed with the CCSWA which establishes a contractual relationship between CRRA and CCSWA such that they can work together. Mr. Egan said the provisions simply state how the two organizations will work together. He explained CCSWA requires this agreement in order to offer Tier 4 to their municipalities which are using CCSWA as the mechanism to solicit and test the market.

Director Martland asked if he is correct in stating that using CCSWA does not provide any cost savings for the member towns. Mr. Kirk said that was correct. He said the towns will receive net cost of operation pricing from CRRA. He said if this item is passed management will notify all of the towns that the Tier 4 agreement is available.

Mr. Egan said back in January the CCSWA publically solicited requests for qualifications for solid waste services, which CRRA responded to. He explained that morphed into a request for a proposal at which point management negotiated the Tier 4 contract with CCSWA at the request of the member towns.

Chairman Pace asked that the Board be provided with the full Master Coordination Agreement for consideration prior to voting.

**VOTE TO AMEND THE RESOLUTION REGARDING TIER 4 MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT FOR THE PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES AND**

**MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

Chairman Pace said in the interest of time that he would like to split this resolution and vote on the Tier 4 agreement. The maker of the original motion (Director Martland) and the seconder of the motion (Director Kelly) agreed to accept this suggestion as a friendly amendment.

The motion previously made and seconded to amend this resolution was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**VOTE ON THE RESOLUTION REGARDING TIER 4 MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT FOR THE PROVISION OF ACCEPTABLE SOLID WASTE AND ACCEPTABLE RECYCLABLES SERVICES**

Chairman Pace said in the interest of time that he would like to split this resolution and vote on the Tier 4 agreement. The maker of the original motion (Director Martland) and the seconder of the motion (Director Kelly) agreed to accept this suggestion as a friendly amendment.

**RESOLVED:** The President is hereby authorized to enter into Tier 4 municipal solid waste management services agreements (“MSAs”) for the provision of acceptable solid waste and acceptable recyclables services with Connecticut municipalities, substantially as presented and discussed at this meeting;

The motion previously made and seconded was approved as amended unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**MOTION TO TABLE THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

Chairman Pace made a motion to table the above referenced item. The motion to table the following resolution was seconded by Director Kelly.

**FURTHER RESOLVED:** The President is hereby authorized to enter into the “Master Coordination Agreement for Municipal Solid Waste Disposal, Processing and Recycling Services” with the Central Connecticut Solid Waste Authority, substantially as presented and discussed at this meeting.

The motion to table previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**RESOLUTION REGARDING RATIFICATION OF EMERGENCY AUTHORIZATION FOR EXPENDITURES RELATED TO OPERATION OF THE GARBAGE MUSEUM**

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

**RESOLVED:** That the CRRA Board of Directors ratifies the emergency procurement substantially as presented and discussed at this meeting.

Chairman Pace noted for the record that management and the Board have made substantial efforts to secure funding for the museum from the Southwest towns, which has proved unsuccessful. Mr. Kirk said consideration of the garbage museum budget has been postponed a number of times in the hopes of securing continued funding to maintain operation. He said the most recent action by the Board was to table the museum budget until the August Board meeting.

Mr. Kirk said the resolution before the Board authorizes the emergency spending management has undertaken to maintain operations without a budget in place. He said CRRA's procurement policy allows for an emergency procurement of services such as this resolution. He noted this method can continue until October at the latest. Mr. Kirk said it is unfortunate that it seems the museum will likely have to be consolidated into the existing Hartford museum however, management is certain that it will be able to continue the educational mission of CRRA. Chairman Pace thanked management, Director Kelly and Director Edwards for their efforts to try and secure funding.

Director Griswold said the roughly \$56,000-\$57,000 in the account at the end of June 2011 is for approximately two months of operating expenses. He asked if management is counting the pledge money in the anticipated closure date of October. Mr. Kirk said the pledge money is expected to be returned to the donors because the pledges were made with the assumption that the museum would stay open for the year. He said the shortfall is about \$20,000 a month. Mr. Kirk said a date must be decided on.

Director Tillinger said the Board is voting to approve emergency operations to operate a facility management cannot get the member towns to fund any longer. He said CRRA may get to a point where consolidation is determined to be the best possible option and will have spent monies which would be required to be used. Mr. Kirk said management has planned the best it can as the museum budget has been delayed repeatedly. He said management has the funds necessary in the budget to consolidate the Stratford museum into the Hartford museum. Mr. Kirk said he cannot say for sure if those expenses will be exceeded because the budget was put together without anticipation of delays.

Director Edwards said a final decision concerning operation of the Stratford museum must be made in August. He said as there is funding to keep the museum open until roughly October those monies should provide roughly two months of decommission. Director Tillinger said he would be hesitant for the Board to continue to delay action concerning the museum past the point of having adequate funds to consolidate the museum. Chairman Pace agreed, he said it will be on the agenda for the August Board meeting.

Director Stein asked what the Board will know differently in August than it does presently. He asked if management is expecting walk-in traffic to cover the \$20,000 deficit. Director Stein said that once school starts the walk-in traffic will probably drop off. He asked if there is any point in waiting thirty days to take action.

Chairman Pace asked if any Board members, including Director Stein, would like to make a motion to bring action to close the museum to the table. Director Edwards said CRRA staff is very actively pursuing funds. He said they were informed if they could find a benefactor in that time period there may be changes however, it is not looking very good. Director Edwards said there was a presentation of a movie at the art center and Mr. Nonnenmacher gave a presentation in an effort to secure funds. He said staff efforts have been admirable.

Mr. Kirk said this resolution is an acknowledgement of an action he took under the emergency procurement policy to allow management, in the absence of Board authorization, to do what is needed on an emergency basis. He said if the Board is concerned this may continue on indefinitely there are two actions which will prevent that, the first is to raise a motion that at a certain point in time CRRA will stop spending money even on an emergency basis, or they just run out of money. Chairman Pace said a time period was provided to the staff to secure additional funds which must be honored. He noted this item will come back before the board in August.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Edwards, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, Director Tillinger, and Director Wawruck voted yes.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Mark Tillinger	X		
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

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

Chairman Pace requested a motion on the above-referenced item. Director Kelly made the motion, which was seconded by Chairman Painter.

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

Mr. Egan addressed this resolution as well as the next two delivery soil items on the agenda. He explained that since 2002 CRRA management periodically solicits for lightly contaminated soil which can be used as cover material at the landfill. Mr. Egan said for the last eight years CRRA has taken in increments of soil for which it is paid, which otherwise would have to be purchased for cover materials.

Mr. Egan said before the Directors are three contracts for different amounts of soil which are coming in at approximately \$15.00 a ton. He said management regularly tests and has a very good understanding of the market. Mr. Egan said these contracts are market driven sales and generate revenue for CRRA.

Mr. Egan said this year, at the request and suggestion of Director Painter, periodic performance testing has been performed on the soil to assess conformance with the chemical perimeters as represented by the generator. He said this has been going on for three months and no issues have developed. Director Painter said that he appreciates the testing.

Mr. Kirk noted that it is important to consider that this revenue opportunity was formerly a cost of over \$100,000 a year for CRRA to purchase this cover material with its prior operator. He said this change has allowed CRRA a more competitive tip fee and saves the member towns millions of dollars

over time. Mr. Kirk thanked the Environmental Department for identifying and developing this idea, a remarkable achievement.

The motion previously made and seconded was approved by roll call.

The motion previously made and seconded was approved as amended unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

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

Chairman Pace requested a motion on the above-referenced item. Director Kelly made the motion, which was seconded by Chairman Painter.

**RESOLVED:** That the President is hereby authorized to enter into a contract with D’Amato Construction Company, Inc. for delivery of soil to be used as contouring and cover material at the Hartford Landfill, and as approved by the Connecticut Department of Environmental Protection, substantially as discussed and presented at this meeting.

The motion previously made and seconded was approved by roll call.

The motion previously made and seconded was approved as amended unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

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

Chairman Pace requested a motion on the above-referenced item. Director Kelly made the motion, which was seconded by Chairman Painter.

**RESOLVED:** That the President is hereby authorized to enter into a contract with Veolia ES Technical Solutions, L.L.C. for delivery of soil to be used as contouring and cover material at the Hartford Landfill, and as approved by the Connecticut Department of Environmental Protection, substantially as discussed and presented at this meeting.

The motion previously made and seconded was approved by roll call.

The motion previously made and seconded was approved as amended unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes. Director Edwards and Director Tillinger abstained.



<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			X
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**APPROVAL OF THE MINUTES OF THE MAY 19, 2011, REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the May 19, 2011, Regular Board Meeting. Director Martland made a motion to approve the minutes, which was seconded by Director Kelly.

The motion to approve the minutes as amended was approved by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Edwards, Director Griswold, Director Kelly, Director Martland, Director Painter, and Director Tillinger voted yes. Director Stein and Director Wawruck abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein			X
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Mark Tillinger	X		
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct			X

**APPROVAL OF THE MINUTES OF THE JUNE 3, 2011, SPECIAL TELEPHONIC BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the June 3, 2011, Special Telephonic Board Meeting. Director Martland made a motion to approve the minutes, which was seconded by Director Kelly.

The motion to approve the minutes was approved by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Edwards, Director Griswold, Director Kelly, Director Martland, Director Painter, and Director Tillinger voted yes. Director Stein and Director Wawruck abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein			X
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Mark Tillinger	X		
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct			X

**APPROVAL OF THE MINUTES OF THE JUNE 6, 2011, EMERGENCY TELEPHONIC BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the June 6, 2011, Emergency Telephonic Board Meeting. Director Martland made a motion to approve the minutes, which was seconded by Director Kelly.

The motion to approve the minutes was approved by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Edwards, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Tillinger and Director Wawruck voted yes. Director Stein abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein			X
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Mark Tillinger	X		
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**APPROVAL OF THE MINUTES OF THE JULY 7, 2011 SPECIAL BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the July 7, 2011, Special Board Meeting. Director Martland made a motion to approve the minutes, which was seconded by Director Kelly.

The motion to approve the minutes as amended was approved by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Edwards, Director Griswold, Director Kelly, Director Martland, Director Painter, and Director Tillinger voted yes. Director Stein, Director Tillinger, and Director Wawruck abstained.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein			X
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Mark Tillinger			X
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**PRESIDENT'S REPORT**

Mr. Kirk said CRRA projects continue to be safely and efficiently operated without environmental incidents. He said tonnage numbers continue to be depressed due to the economy and are

down about 2% since the prior year. Mr. Kirk said energy production continues to be steady with some small variations due primarily to scheduled outages. He said the prior year installation of an over-fire air system greatly effected generation and is slowly working its way out over the year. Mr. Kirk said FY11' projects are slightly below generation from the year prior.

Mr. Kirk said the Mid-Conn project has a small 1.5% surplus projected for the year. He said a more significant surplus is anticipated by the Southeast project primarily due to refinancing. He said CRRA had recently come close to breaking the record in the ISO New England generation demand. Mr. Kirk said unfortunately as critical as those jets are they generate quite bit of NOX, an irritant pollutant, and as a result the units are sparsely used and are permitted to be used for only 160 hours a year. He said due to the exceptional demand on the system due to the hot weather the jets were used the previous Friday. Mr. Kirk said ironically the greatest demand is during a time when the pollution associated with it is needed the least. He said the jets and the plant ran well and came on right away.

Mr. Kirk said MSW is down about 4% in the Southwest division due to the economy and some diversion concerns which management is dealing with but has not completely solved. He said recycling is up year to date at the Mid-Conn facility and is excellent considering the drop in MSW.

Mr. Kirk said the Southwest transfer of recyclables up to the Mid-Conn facility began July 1, 2011, with some issues. He said one of the most significant issues was the drawing up of the contracts with the haulers which was an expensive operation.

Mr. Kirk said the Mid-Conn transition is under way and management is trying to coordinate with MDC. He said management is meeting with MDC President Mr. Sheehan to iron out issues. Mr. Kirk said the full transition ends January 1, 2012. He said the member towns continue to address the replacement MSA's the pace of which is expected to slow down in August due to vacation and breaks in Selectman meetings. Mr. Kirk said the deadline is October 1, 2011, at which point CRRA will begin the auctioning process for its power contract offering.

Mr. Kirk said a valuable part of the CRRA team, Mr. Gingerich is retiring. He said Mr. Gingerich has been signed to a personal services contract.

## **CHAIRMAN'S REPORT**

Chairman Pace said he has been meeting with members of management and other key players to discuss new technologies which are in used in Europe. He said he expects to bring viable ideas to the Board within the next few months. Mr. Kirk explained the technology Chairman Pace is referring is an organic composting system with several twists. He said this is certainly something management wants to look into more closely.

Director Painter asked if it is appropriate to create a new technologies sub-committee to examine such technology. Chairman Pace said that is planned for the future. Director Edward recommended bringing the Connecticut Department of Environmental Protection to the table as soon as possible given its long lead time.

Director Griswold asked where CRRA is with the shrink wrap initiative. Mr. Kirk said management is holding on this issue. He said management is comfortable with the technology involved in the shrink wrap initiative testing. Mr. Kirk explained in light of the precipitous drop in spot waste management is reevaluating some of its earlier economic evaluations. He said this summer spot rates are at a lower price than historically CRRA has ever seen.

### **BREAK**

Chairman Pace said that the Board would take a five minutes break. The break commenced at 11:12 a.m. and ended at 11:17 a.m. at which the point the Board entered into Executive Session.

### **EXECUTIVE SESSION**

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation, real estate acquisition, pending RFPs, and personnel matters with appropriate staff. The motion, made by Director Kelly and seconded by Director Martland, was approved unanimously. Chairman Pace asked the following people join the Directors in the Executive Session:

Tom Kirk  
Jim Bolduc  
Peter Egan  
Laurie Hunt

The motion to move into Executive Session was approved unanimously by roll call.

The Executive Session began at 11:17 a.m. and concluded at 11:45 a.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:45 a.m., the door to the Board room was opened, and the Board secretary and all members of the public (of which there were none) were invited back in for the continuation of public session.

The motion to enter into Executive Session was approved by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Stein, and Director Wawruck voted yes.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		
Scott Slifka	X		
Donald Stein			X
<b>Ad-Hocs</b>			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**ADJOURNMENT**

Chairman Pace requested a motion to adjourn the meeting. The motion to adjourn was made by Director Martland and seconded by Director Kelly and was approved unanimously.

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

Respectfully submitted,



Moira Benacquista  
Secretary to the Board/Paralegal

## TAB 2

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**FOUR HUNDRED TWENTY-FIRST**

**AUGUST 1, 2011**

A special telephonic meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Monday, August 1, 2011, in the Board Room at CRRA Headquarters, 100 Constitution Plaza, Hartford, Connecticut. Those present by telephone were:

Directors: Chairman Pace  
Vice Chairman Jarjura  
Louis Auletta  
Timothy Griswold  
Dot Kelly  
Theodore Martland  
Scott Slifka  
Donald Stein  
Robert Painter, Mid-Connecticut Project Ad-Hoc  
Steven Wawruck, Mid-Connecticut Project Ad-Hoc

Present from CRRA in Hartford:

Tom Kirk, President  
Jim Bolduc, Chief Financial Officer  
Laurie Hunt, Director of Legal Services  
Peter Egan, Environmental Affairs and Environmental Director  
Marianne Carcio, Executive Assistant

Others present by telephone: Jonathan Bilmes, Executive Director of BRRFOC.

Chairman Pace called the meeting to order at 11:38 a.m. and said a quorum was present.

**PUBLIC PORTION**

Chairman Pace requested a roll call of the participants on the call for the record, which was provided by Ms. Hunt. Chairman Pace recognized that Jonathan Bilmes of BRRFOC was on the telephone and asked whether anyone from the public would care to address the board. As there were no members from the public wishing to speak, Chairman Pace proceeded with the meeting agenda.

**RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION  
AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND  
RECYCLING SERVICES**

Chairman Pace made a motion on the above referenced item. The motion was seconded by Director Martland.



**FURTHER RESOLVED:** That the President is hereby authorized to enter into the “Master Coordination Agreement for Municipal Solid Waste Disposal, processing and Recycling Services” with the Central Connecticut Solid Waste Authority, substantially as presented and disused at this meeting.

Chairman Pace addressed the portion of the Agreement which states “the following are the portions of the Master Agreement with the first one being CRRA will provide copies to CCSWA of notices and other documents”. Director Stein stated that that agreement asks for a fair amount of CCSWA administrative.

Chairman Pace asked Mr. Egan if that statement will be onerous to CRRA. Mr. Egan replied no. He said in accordance with the municipal service agreements the information CRRA’s municipal customers will receive includes how many tons of MSW are shipped in periodically. Mr. Egan said this information will be posted on the CRRA website and CCSWA will be added to the list of email recipients which are notified when new information is available on the website.

Chairman Pace asked Mr. Egan if this contract provides CRRA with any information it would need as to the thinking and the mechanism going on with CCSWA. Mr. Egan replied no. He explained the CCSWA role is to work to help solve any issues between CRRA and its municipal customers in the event there is a disagreement or issue with the contract.

Chairman Pace said that section 6.8, Dispute Resolution on pg. 7 states, “disputes, differences, controversies or claims pertaining or arising out of the agreement or breach thereof shall be resolved by a court unless the parties agree to an Arbitration.” He said the use of the word “difference” seems to be wide and global.

Ms. Hunt said the language that Mr. Egan was referring to is the last sentence of section 2.1, where CCSWA will assist in resolving any issues with the municipalities.

Director Slifka asked if there is a reason why management could not add to the agreement that they would go to court or arbitration only after first being submitted to non-binding mediation.

Chairman Pace agreed. He said there should be a step in there before reaching the extreme of spending monies to go to court. He said this contract should have a more appealing process of settling disputes. Director Kelly and Auletta confirmed agreement with Chairman Pace.

**AMENDMENT TO THE RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

Director Slifka made a motion to amend the language in the agreement to insert the following after the word themselves:

“shall first be submitted to non-binding mediation to a mediator mutually agreeable to the parties. Should mediation not be successful, all disputes, differences, controversies or claims shall be resolved by a court of competent jurisdiction”

Chairman Pace seconded the motion to ammend.

Director Martland suggested informing the towns that this inclusion was an effort by CRRA to save both sides money. He said for the record that he would like it noted "In the event that this organization enters into a fee, such fee would not be paid by CRRA, and secondly that the towns can elect any one of the other options if they wish."

Chairman Pace asked for further comment on Director Martland's request. Director Kelly asked about the Tier that doesn't require going through CCSWA.

Mr. Kirk confirmed the member towns (including the towns which have elected to be part of the CCSWA) can choose any of the Tiers. He explained the agreement with CCSWA recommends all of the Tiers as acceptable options.

Director Stein asked if the towns that are part of the CCSWA sign an MSA with CRRA if that agreement is automatically with CCSWA by virtue of the membership. Mr. Kirk replied no. He explained the MSA with CRRA is independent of the CCSWA. He said if a town wants to be a member of the CCSWA that is a separate and distinct decision on their part. Mr. Kirk said the towns can sign a Tier one, two, three or four agreement with CRRA and separately they can choose or not choose to be a member of the CCSWA.

Director Stein asked if the provisions of this agreement are given by virtue of being a member of CCSWA. Mr. Kirk replied only if the town is a CCSWA member and essentially chooses CCSWA as their agent for that purpose.

Director Stein asked how a town separately notifies CRRA of their intention to use CCSWA as their agent. Mr. Kirk replied this may be accomplished via a letter or a notice stating that the town has joined CCSWA. He said from a practical standpoint management views the CCSWA (if it continues to exist after this) as similar to a number of the other organizations CRRA deals with. He explained towns elect a collective representative when they do not have the infrastructure and personnel available to give issues the attention it desires. Mr. Kirk said it will entirely be up to the towns if they want the CCSWA to speak for them and CRRA will work with whoever the town asks management to work with.

Chairman Pace asked if the "General Definition and Construction" is when a town joins CCSWA, and then CCSWA has the prevailing provisions. Ms. Hunt said if there is a difference in terms, the MSA rules. She said in item G, if there is a discrepancy between the provisions of disagreements and any MSA the provisions of the MSA take control. Chairman Pace asked if the most favored nation status would be still guaranteed to the municipality. Ms. Hunt replied yes.

Director Griswold said Mr. Kirk had informed the Board that CRRA is also a competitor of USA Waste, among other. He asked if the first step is for CCSWA to choose or recommend. Director Griswold said it sounds as though all towns will execute their individual MSA's and there will not be an MSA with CCSWA itself. He asked how management decides which provider will be chosen.

Mr. Kirk said there are only two recommended vendors being presented by the CCSWA to its prospective members, CRRA and the Antonacci Group which is bidding as Murphy Road Recycling. He said USA Hauling is the foundational company of the Antonacci Group. Mr. Kirk said CCSWA will present the details of both the CRRA Tiers (all four) and the offer by the Antonacci Company at its meeting tomorrow. He explained the towns will then be free to choose whatever they want to do based on the evaluations presented by CCSWA.

Director Griswold asked if the towns can choose either option. Mr. Kirk replied yes. Director Martland asked if Murphy Road Recycling is offering the same agreement Mr. Kirk replied the CCSWA does not know the specifics of the agreement and won't know until tomorrow when it is presented to the towns.

Chairman Pace said on pg. 5, there is a listing dealing with insurances, he asked if those are comparable to what CRRA has. Mr. Kirk replied yes. He said the insurance is required of everyone. Chairman Pace asked if the towns are fully aware of this insurance and whether it is part of the basic information package to the towns. Mr. Bolduc explained that the insurance is not insurance required of CCSWA but insurance they are requiring of CRRA.

Chairman Pace said it wasn't by CCSWA's initiative that CRRA has this insurance; he said this type of insurance for protection of the municipalities is nothing new. Mr. Kirk said he presumed the towns were aware that they are fully protected by CRRA's insurance when they get in but may not be aware of that kind of detail. Chairman Pace said he feels that it is important that the towns know that.

Chairman Pace referred to pg. 5 of the Insurance section which states "all if any deductibles shall be sole responsibility of CRRA to pay and/or indemnify". He said CRRA does that now and that he feels this is another type of statement which may be misleading to someone not familiar with CRRA's practices. Chairman Pace said it is important to let the public know that this is not a new piece of writing and is something that CRRA does. Mr. Kirk agreed. He said when CRRA meets individually with the towns' management will let them know this is the sort of thing CRRA has been doing for twenty-five years and is now outlined in this agreement with CCSWA as well as in the MSA.

Chairman Pace asked Ms. Hunt for comments. Ms. Hunt said this is something CCSWA wanted. She said CCSWA wanted to negotiate and it may be beneficial to both the towns and CRRA to have their assistance in any dispute.

Director Griswold asked whether CCSWA was going to recommend an option. Mr. Egan replied that all of the member towns can choose any of CRRA's four choices. He said CCSWA will advise the towns that they negotiated this new Tier IV on the behalf of the towns, which wanted such a model. Mr. Egan said some of the twenty-one towns will look more favorably on some of the original models CRRA developed in Tier I.

Chairman Pace requested clarification on the "Indemnification Provision". Ms. Hunt explained that that all of the MSA versions have mutual indemnification language. She said CRRA indemnifies the town and the town indemnifies CRRA. Ms. Hunt said those are the provisions which govern and there is no indemnification with CCSWA.

Chairman Pace said there is no indemnification of CCSWA to CRRA, or CRRA to CCSWA, or CCSWA to the towns. Ms. Hunt replied that CRRA does not know what CCSWA's agreement is with the towns which doesn't change anything with CCSWA and the towns. She said all this says is that CCSWA is not indemnifying CRRA. Chairman Pace asked if CRRA is indemnifying CCSWA. Ms. Hunt replied no.

Chairman Pace said he wants to be sure that the Board understands the relationship between all groups. He said the mutual indemnification between CRRA and the towns is something that he feels is necessary to be in place as he is not sure about the CCSWA. Chairman Pace asked Director Slifka whether CCSWA is going to be charging a small fee for their administrative costs to the towns. Director Slifka did not know since West Hartford is not part of CCSWA.

Chairman Pace asked if there were any other questions on the contract. There being none Chairman Pace requested a review of the amendment which Director Slifka introduced and Chairman Pace seconded. He asked that it be read into the minutes so that everyone was aware of what they were voting on.

Ms. Hunt read the amendment on to the record:

“All disputes, differences, controversies or claims pertaining to or arising out of or relating to this agreement or the breach thereof which the parties are unable to resolve themselves shall be submitted to non-binding mediation by a mediator acceptable to both parties. In the event that such mediation cannot be successful all disputes, differences, controversies or claims shall be resolved by a court of competent jurisdiction in the state etc.”

Chairman Pace asked Vice-Chairman Jarjura if he had anything he would add to the amendment. Vice-Chairman Jarjura concurred that it sounded like standard dispute resolution language you see in other contracts.

**AMENDMENT TO THE RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

Chairman Pace requested a vote on the amendment to the resolution he moved which was seconded by Director Martland.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		

Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**VOTE ON THE RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES AS AMENDED**

Chairman Pace requested a motion on the above referenced resolution as amended. The motion was made by Director Stein and seconded by Director Painter.

**FURTHER RESOLVED:** That the President is hereby authorized to enter into the “Mast Coordination Agreement for Municipal Solid Waste Disposal, processing and Recycling Services” with the Central Connecticut Solid Waste Authority, substantially as presented and disused at this meeting.

Chairman Pace asked Mr. Egan if he had any issues with the delivery cap in the Delivery and Disposal in Section 2.1 Item III. Mr. Egan replied that he did not see any issues as it is essentially reiterating a provision in some of the Tier MSA’s regarding Delivery Caps. He said this paragraph essentially prescribes in the event CRRA delivers any notice, and several examples are given, to a municipality with regard to their MSA, CRRA also gives a copy to CCSWA in the event CRRA needs to resolve a difference with a municipality and CCSWA agrees to lend its support to that effort.

Chairman Pace asked if there is anything in that paragraph which would allow CCSWA to either aggregate or diminish the amount of tonnage that a town would send individually. Mr. Egan replied no.

Chairman Pace asked if any Board member will attend the CCSWA meeting on Tuesday. Director Wawruck stated that he would be going to the CCSWA meeting. Chairman Pace asked Director Wawruck to express the sentiments of the Board and the actions taken at this meeting. Director Wawruck agreed.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes.

Directors	Aye	Nay	Abstain
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		

Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**ADJOURNMENT**

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

There being no other business to discuss, the meeting adjourned at 12:10 p.m.

Respectfully Submitted,



Marianne L. Carcio  
Executive Assistant

**TAB 3**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**FISCAL YEAR 2012  
GARBAGE MUSEUM  
PROPOSED OPERATING BUDGET**

**August 25, 2011**



**RESOLUTION REGARDING THE REVIEW AND  
RECOMMENDATION OF THE GARBAGE MUSEUM  
OPERATION**

WHEREAS, the Bridgeport Project officially ended on December 31, 2008; and

WHEREAS, the recycling component of the former Bridgeport Project located in Stratford, Connecticut survived the Bridgeport Project under the auspices of the Connecticut Resources Recovery Authority (the "Authority") and the Southwest Connecticut Regional Recycling Operating Committee, ("SWEROC"); and

WHEREAS, SWEROC has agreed to administer the regional education and promotional programs related to recycling for the southwest area towns; and

WHEREAS, SWEROC administered the regional education and promotional programs through the Garbage Museum located at 1410 Honeyspot Road Extension, Stratford, Connecticut; and

WHEREAS, the Garbage Museum's operating account is estimated to have a cash balance of approximately \$57,000 on July 1, 2011; and

WHEREAS, in Fiscal Year 2012 the Garbage Museum would need to receive an estimated \$224,000 new unappropriated cash; and

WHEREAS, SWEROC discontinued funding the Garbage Museum's activities with the exception of a onetime \$100,000 contribution in June 2009; and

WHEREAS, at its July 7, 2011 board meeting the Authority's Chairman of the Board of Directors notified the Garbage Museum Management that if sufficient funds are not raised within the next thirty days, the Museum would be closed; and

WHEREAS, due to its cash position, Management recommends that the Stratford Garbage Museum be closed in Fiscal Year 2012 and the educational activities be consolidated with the Authority's overall educational and promotional efforts.

NOW, THEREFORE, it is

RESOLVED: that absent a timely change in financial support by August 6, 2011, the President is hereby authorized to promptly discontinue operation of the Garbage Museum and to take all actions necessary to properly close this facility; and

FURTHER RESOLVED: that Management develops a facility plan for the property located at 1410 Honeyspot Road Extension, Stratford, Connecticut.

# GARBAGE MUSEUM

## REVENUES

ACCOUNT	DESCRIPTION	ACTUAL FY10	ADOPTED FY11	PROPOSED FY12	
35-001-000-45150	Gift Shop Sales	\$ 5,284	\$ 10,000	\$ 5,000	
35-001-000-45201	Admission Fees/Museum Tours	\$ 43,867	\$ 45,000	\$ 60,000	
35-001-000-45202	Fundraising	\$ 2,158	\$ 96,000	\$ 3,000	
35-001-000-45203	Donations & Grants, net	\$ 60,429	\$ 43,000	\$ -	(a)
35-001-000-48201	Use of Cash Balances	\$ 111,123	\$ 70,000	\$ 57,000	
35-001-000-xxxxx	SWEROC Fund Transfer	\$ 100,000	\$ -	\$ -	
<b>Total Revenues</b>		<b>\$ 322,861</b>	<b>\$ 264,000</b>	<b>\$ 125,000</b>	

## EXPENDITURE DETAILS

### ADMINISTRATIVE EXPENSES

35-001-508-57871	Indirect Labor & Overhead - Administration	(b)	\$ 21,000	\$ 10,000
35-001-508-xxxxx	Direct Salaries/Labor & Benefits - Administration	(b)	(c)	\$ 27,000
<b>Subtotal Administrative Expenses</b>		<b>\$ -</b>	<b>\$ 21,000</b>	<b>\$ 37,000</b>

### OPERATIONAL EXPENSES

35-001-508-52101	Postage & Delivery Fees	\$ 218	\$ 500	\$ 500	
35-001-508-52104	Telecommunications	\$ -	\$ -	\$ 4,000	
35-001-508-52507	PILOT (d)	\$ -	\$ -	\$ 3,000	
35-001-508-52502	Fees/Licenses/Permits	\$ -	\$ -	\$ 1,000	
35-001-508-52118	Communications Services	\$ 5,941	\$ 25,000	\$ 12,500	
35-001-508-52202	Office Supplies	\$ 343	\$ 500	\$ 500	
35-001-508-52203	Educational Supplies	\$ 3,555	\$ 5,000	\$ 5,000	
35-001-508-52305	Business Meeting & Travel	\$ 205	\$ -	\$ -	
35-001-508-52306	Training	\$ 67	\$ -	\$ -	
35-001-508-52355	Mileage Reimbursement	\$ 3,589	\$ 3,000	\$ 3,000	
35-001-508-52404	Building Maintenance	\$ 11,160	\$ 20,000	\$ 30,000	
35-001-508-56605	Building Construction	\$ -	\$ -	\$ 10,000	
35-001-508-52418	Education Exhibits Maintenance	\$ -	\$ 10,000	\$ 10,000	
35-001-508-52640	Insurance Premium	\$ -	\$ 5,000	\$ 13,000	
35-001-508-52856	Legal Fees	\$ 2,513	\$ -	\$ -	
35-001-508-53304	Electricity	\$ -	\$ 18,000	\$ 40,000	
35-001-508-53309	Other Utilities	\$ -	\$ 5,000	\$ 15,000	
35-001-508-55585	Bank/Trustee Fees	\$ 33	\$ -	\$ 1,000	
35-001-508-xxxxx	Direct Salaries/Labor & Benefits - Operational	\$ 122,343	\$ 151,000	\$ 144,000	
<b>Subtotal Operational Expenses</b>		<b>\$149,967</b>	<b>\$243,000</b>	<b>\$ 292,500</b>	
<b>Total Expenditures</b>		<b>\$ 149,967</b>	<b>\$ 264,000</b>	<b>\$ 329,500</b>	
<b>Balance</b>		<b>\$ 172,894</b>	<b>\$ -</b>	<b>\$ (204,500)</b>	(a)

(a) Remaining balance deficit would have to be offset by a combination of increases in fees, fundraising, and donation & grants. Per museum management, \$68,000 is currently in some stage of commitment.

(b) No funds allocated in FY10.

(c) Included in the Operational Expenses.

(d) PILOT has not been negotiated with the host city. Currently approximately \$120,000 is paid in taxes to the city by FCR for the entire site. CRRRA's normal transfer station PILOT is \$0.50 per ton.

**GARBAGE MUSEUM  
SOURCE & USE OF CASH FUNDS**

FY 12

	ACTUAL	PROJECTED				
		July	August	September	October	November
<b>BEGINNING CASH BALANCE:</b>	\$58,708	\$50,339	\$26,339	\$2,339	(\$21,661)	(\$45,661)
<b>SOURCES OF FUNDS:</b>						
Group Fees	2,088	2,500	2,500	2,500	2,500	2,500
Admission Fees	4,480	1,250	1,250	1,250	1,250	1,250
Gift Shop Sales	859	417	417	417	417	417
Donations - Unrestricted	713					
Fundraisers (Tile, other)	50	250	250	250	250	250
Interest Income	16					
Other Sources (reimbursement, true-up)	-					
Grant: IMLS	-					
Grant: EEF Programs	-					
Grant: EEF Exhibit Upgrades	-					
Grant: EEF Recyclometer	-					
<b>Total</b>	<b>\$ 8,207</b>	<b>\$ 4,417</b>	<b>\$ 4,417</b>	<b>\$ 4,417</b>	<b>\$ 4,417</b>	<b>\$ 4,417</b>
<b>USES OF FUNDS:</b>						
Postage & Delivery Fees	-	42	42	42	42	42
Telecommunications	-	333	333	333	333	333
PILOT	-	167	167	167	167	167
Fees/Licenses/Permit	-	83	83	83	83	83
Marketing & Public Relations	360	2,083	2,083	2,083	2,083	2,083
Office Supplies	65	42	42	42	42	42
Educational Supplies	-	417	417	417	417	417
Mileage Reimbursement	38	250	250	250	250	250
Building Operations	1,337	2,500	2,500	2,500	2,500	2,500
Building Construction	-	833	833	833	833	833
Reimbursements (School Refunds)	88	-	-	-	-	-
Debit Card Fees	84	83	83	83	83	83
Allocation - Salaries & Benefits	-	2,250	2,250	2,250	2,250	2,250
Allocation - Direct Operations	14,405	12,000	12,000	12,000	12,000	12,000
Allocation - Overhead	-	833	833	833	833	833
Transfer to Trash Museum	-	-	-	-	-	-
Electricity	198	3,333	3,333	3,333	3,333	3,333
Other Utilities	-	1,250	1,250	1,250	1,250	1,250
Exhibit Maintenance	-	833	833	833	833	833
Insurance Premium	-	1,083	1,083	1,083	1,083	1,083
EEF Exhibit Upgrades	-					
EEF Recyclometer	-					
<b>Total</b>	<b>\$ 16,576</b>	<b>\$ 28,417</b>	<b>\$ 28,417</b>	<b>\$ 28,417</b>	<b>\$ 28,417</b>	<b>\$ 28,417</b>
<b>Excess/(Deficit) in current month:</b>	<b>(8,369)</b>	<b>(24,000)</b>	<b>(24,000)</b>	<b>(24,000)</b>	<b>(24,000)</b>	<b>(24,000)</b>
<b>ENDING CASH BALANCE</b>	<b>\$50,339</b>	<b>\$26,339</b>	<b>\$2,339</b>	<b>(\$21,661)</b>	<b>(\$45,661)</b>	<b>(\$69,661)</b>
<b>Donations - Restricted</b>						
- City Carling (6/11)	1,950					
- Town of Woodbridge (7/11)	2,500					
<b>CUMULATIVE TOTAL:</b>	<b>4,450</b>	<b>4,450</b>	<b>4,450</b>	<b>4,450</b>	<b>4,450</b>	<b>4,450</b>

# TAB 4

**RESOLUTION REGARDING THE NEW  
SOUTHWEST RECYCLING TRANSFER STATION  
PERMITTING, DISPOSAL AND BILLING PROCEDURES**

**RESOLVED:** That the Board of Directors hereby approves the new SOUTHWEST RECYCLING TRANSFER STATION PERMITTING, DISPOSAL AND BILLING PROCEDURES substantially as presented and discussed at this meeting.

## CONNECTICUT RESOURCES RECOVERY AUTHORITY

### New Southwest Recycling Transfer Station Permitting, Disposal and Billing Procedures

August 25, 2011

#### Discussion

The new SOUTHWEST RECYCLING TRANSFER STATION PERMITTING, DISPOSAL AND BILLING PROCEDURES ("Procedures") prescribe various procedures and rules with which CRRA and its customers must comply regarding the delivery of acceptable recyclables to CRRA's Southwest Recycling Transfer Station located at 1410 Honeyspot Road Extension in Stratford, CT.

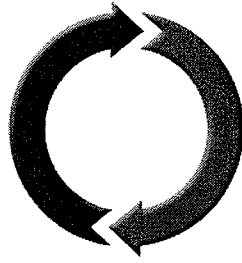
Commencing July 1, 2011, CRRA transitioned from the previous vendor operating contract for the acceptance and processing of dual stream recyclables at the Stratford Intermediate Processing Center to a new Service Agreement for Transfer Station Operation, Maintenance and Transportation Services at the Stratford facility with City Carting, Inc. The new Service Agreement with City Carting, Inc. was previously approved by the CRRA Board of Directors and the Southwest Recycling Operating Committee (SWEROC). CRRA has responsibility for operating the scales and recording tonnage information which is reported to the municipalities.

The new Service Agreement enables the ten participating SWEROC municipalities to deliver acceptable recyclables in the single stream method. In addition to the SWEROC municipalities, other Connecticut municipalities and their private haulers may also deliver acceptable recyclables with the approval of CRRA and the SWEROC President. All acceptable recyclables delivered to the Stratford facility are transloaded onto 100 yard tractor trailers and transported by City Carting to the Mid-CT Regional Recycling Facility for processing and baled for outbound commodity shipments to recycling markets.

Attached is a copy of the Procedures.

CRRA is required by statute to give notice of the prospective adoption of a policy by publication in the Connecticut Law Journal, at least 30 days in advance, of the time and place of the meeting at which the Authority board of directors may take action regarding the policy. Such a notice was published in the Connecticut Law Journal on July 19, 2011.

CRRA management recommends that the Board of Directors adopt these Procedures.



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**SOUTHWEST RECYCLING TRANSFER  
STATION**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective August 25, 2011**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## SOUTHWEST RECYCLING TRANSFER STATION

### 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, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables and Single Stream Recyclables and any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.
- (b) **“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 Facility and the services in connection therewith.
- (c) **“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.
- (d) **“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) 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 #1 through #7 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) All Plastic Bottles - #1 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.
- (e) **“Designee”** shall mean
- (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul recyclables 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 the Facility.
- (f) **“Facility”** shall mean CRRA’s Intermediate Processing Center facility located at 1410 Honeyspot Road Extension in Stratford, Connecticut.
- (g) **“Hazardous Waste”** shall shall mean waste, which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.
- (h) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of the Facility.
- (i) **“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, bundled in brown (kraft) paper grocery bags.

- (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. Examples include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- (j) “**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 is party to the Inter-Community Agreement Establishing the Southwest Connecticut Regional Recycling Operating Committee for the delivery of Acceptable Recyclables at the Facility.
  - (k) “**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 Facility by CRRA.
  - (l) “**Permit Number**” shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facility.
  - (m) “**Private/Non-Commercial Hauler**” shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
  - (n) “**Single Stream Recyclables**” shall mean the commingling of any Acceptable Recyclables.
  - (o) “**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.”

- (p) “**SWEROC**” shall mean the Southwest Connecticut Regional Recycling Operating Committee.
- (q) “**Unacceptable Recyclables**” shall include
  - (1) 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; mirror glass; motor oil containers; notebooks; paint cans; plates; porcelain; pots and pans; pyrex; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;
  - (2) 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
  - (3) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.
- (r) “**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.

## 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](http://www.crra.org).

## 1.3 General Principles of Interpretation

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) CRRA reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.

## 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 Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing Acceptable Recyclables from the Facility.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon, 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 Release of Liability and Attestation.

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

- (6) All certifications of insurance that the applicant is required to provide pursuant to Section 3 hereof;
- (7) 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 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 Facility 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 Facility.

## **2.3 Issuance and Renewal of Permit**

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA and such permit application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
  - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
  - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. Permit documentation may be reviewed annually by CRRA.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency breakdown and/or the use of a demonstration vehicle. Temporary Permits are valid for up to six (6) days and may be issued to any particular Permittee no more than once every 60 days. During any time period when a Permittee's vehicle is denied access privileges, no Temporary Permits will be granted to the Permittee.

## **2.4 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 the Facility. 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 Facility 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 accounted for 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 2.4 and hauler(s) is accounted for in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.4.

## **2.5 Miscellaneous**

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.
- (c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:
  - (1) Changes in name or mailing address;
  - (2) Changes in telephone number;
  - (3) Change in physical location of Permittee's business; or.
  - (4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of Acceptable Recyclables deliveries to the Facility.

## **2.6 Municipal Permits**

If a Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees that will collect Acceptable Recyclables from and/or deliver Acceptable

Recyclables 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 Acceptable Recyclables from and/or delivering Acceptable Recyclables 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 contain, or be endorsed to contain, the following provisions:
  - (1) Name CRRA and SWEROC 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) It shall be an affirmative obligation upon Permittee to advise CRRA's Risk Manager by fax (860-757-7741), by e-mail (lmartin@crra.org), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, Attn: Risk Manager) within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a violation of its Permit;
  - (4) Hold CRRA and SWEROC 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 Facility 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, SWEROC, 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, SWEROC, 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 Recyclables**

Facility's Delivery Standards - Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Facility must meet the following standards and other terms and conditions and such other standards as established by CRRA in its sole discretion;

- (a) Only pre-approved, Acceptable Recyclables will be accepted for delivery to the Facility. All Recyclables delivered to the Facility must meet the Facility Delivery Standards as detailed herein in order to be accepted. Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted as Single Stream Recyclables at the Facility.
- (b) All vehicles delivering Recyclables to the Facility must have a valid permit issued by CRRA. Permit stickers must be displayed on roll-off containers as well as the vehicles delivering them.
- (c) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (d) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality except for the loads from the Trumbull transfer station which is shared by Easton and Monroe. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.
- (e) 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.

- (f) Loads of Acceptable 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 Facility.
- (g) 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.

#### **4.2 Access to the Facility**

Access to the Facility by vehicles delivering Acceptable Recyclables from outside the City of Stratford shall be by State Highway or Interstate Highway entrances to 1-95 and proceeding to 1-95 off-ramps closest to the destination. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

#### **4.3 Temporary Emergency Access to the Facility**

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 Facility for the purpose of delivering 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.

#### **4.4 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](http://www.crra.org).
- (b) CRRA may, with at least thirty (30) days prior written notice, change the hours of operation for the Facility. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at the Facility.

#### **4.5 Disposal Procedures**

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facility, 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 Facility.

- (b) 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 Facility.
- (c) CRRA and/or the Operator will direct all vehicle traffic at the Facility.
- (d) All scales will be operated on a "first-come, first served" basis
- (e) No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facility is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the Participating Municipality from which the load originated.
- (h) 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.
- (i) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of the Facility.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (n) Drivers must latch and unlatch packers in the disposal area.
- (o) At all times while on the property of the Facility, 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.
- (p) At all times while on the property of the Facility, 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.

- (q) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operator.
- (r) The only trailers that may be used to deliver Acceptable Recyclables to the Facility are those coming from a Participating Municipality's transfer station unless otherwise approved by CRRA.
- (s) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from the Facility 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.
- (t) Upon the direction of the scale house attendant or loader operator, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (u) Hand sorting, picking over or scavenging dumped recyclables is not permitted at any time.
- (v) All vehicles and personnel shall proceed at their own risk on the premises of all Facility.
- (w) No loitering is permitted at the Facility.
- (x) Smoking of tobacco products is prohibited at the Facility 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 Facility is strictly prohibited.
- (y) At all times while on Facility's premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (z) CRRA reserves the right to inspect incoming deliveries at its sole discretion.
- (aa) Other procedures for the Facility may be promulgated over time by CRRA and, when issued, must be strictly obeyed.
- (bb) 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.
- (cc) 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 the Facility.

## 4.6 Weight Tickets

- (a) The driver of each truck delivering recyclables 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 Acceptable Recyclables 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 municipality of origin shall have such delivery accounted for in the tonnage reports provided to Participating Municipalities. If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery as if a weight ticket had been signed and received provided the delivery is from a non-participating municipality and a pre-approved tip fee had been agreed to by CRRA.
- (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) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Recyclables to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Recyclables.

## 4.7 Facility 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 by CRRA or its agent. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, the Permittee is subject to a two hundred dollar (\$200) handling charge 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.

- (a) 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 except for loads from the Trumbull transfer station.
  - (2) They include recyclables that are not collected as part of a municipality's 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.

- (3) They originate from a municipality or municipalities that do not participate in SWEROC, unless authorized by CRRA.
  - (4) They are found to be contaminated and/or unprocessable.
  - (5) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the Facility without written approval of CRRA.
- (b) 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.
- (c) 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 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.

#### **4.8 Vehicle Standards for Deliveries to the Facility**

- (a) CRRA reserves the right to restrict vehicle access to the Facility.
- (b) All vehicles tipping at the facility shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards unless otherwise approved by CRRA.
- (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.

### **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 that is not a Participating Municipality and is being charged a tipping fee, at a minimum, on a monthly basis, and each such 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.

CRRA shall issue an invoice to each Permittee who is responsible for the delivery of unacceptable recyclables to the Facility that results in a cost to CRRA. 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 the Facility 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 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 5.2 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 Facility 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. 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 Facility 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 given as aforesaid.

## 6. SANCTIONS

### 6.1 Sanctions

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to 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 A attached hereto for examples of violations and their applicable sanctions. However, Appendix A is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at the Facility, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Facility 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 A if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Recyclables by Permittee to the Facility;
  - (2) Delivery of recyclables from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
- (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 CT 06114 or facsimile at 860-278-

8471 to request the incident report and supporting documentation (“Incident Report”) on the violation at issue.

- (b) The Field Manager of Enforcement/Recycling will send Permittee/hauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hauler has contradicting evidence that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facility.
- (g) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal.. This decision is final.
- (h) 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 State Law**

It is intended that these procedures be consistent with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of 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

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Unacceptable & Misrepresentation of Origin Violation
<b>Examples of Violations (Not limited to)</b>	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 Facility	Any Delivery of Unacceptable Recyclables or Misrepresentation of Origin of Delivered Acceptable Recyclables
<b>1<sup>st</sup></b>	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee
<b>2<sup>nd</sup></b>	\$500.00	\$100.00	\$1,500.00	\$500.00
<b>3<sup>rd</sup></b>	\$1,000.00	\$250.00	\$2,000.00	\$1,000.00
<b>4<sup>th</sup></b>	\$1,500.00	\$750.00	\$3,000.00	\$1,500.00
<b>5<sup>th</sup></b>	\$2,000.00	\$1,250.00	\$4,000.00	\$2,000.00
<b>6<sup>th</sup></b>	\$2,500.00	\$2,500.00	\$5,000.00	\$2,500.00

**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 facility operator, in accordance with the respective agreement.

**TAB 5**

**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 substantially as presented and discussed at this meeting.

## CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

August 25, 2011

#### 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.

Attached is a red-lined version of the Procedures showing CRRA management's recommended revisions to the Procedures. These revisions are proposed to accomplish the following:

- 1) allow haulers to deliver non-Project waste to the Facility and Transfer Stations; and
- 2) delete the requirement that Permittees' insurance policies provide for thirty (30) days prior written notice to CRRA of substantive pending changes to a Permittee's insurance, and substitute a requirement that Permittees themselves provide such notice to CRRA.

CRRA is required by statute to give notice of prospective changes to its policies by publication in the Connecticut Law Journal, at least 30 days in advance, of the time and place of the meeting at which the Authority board of directors may take action regarding the revisions. Such a notice was published in the Connecticut Law Journal on July 19, 2011.

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





**MID-CONNECTICUT PROJECT**  
**PERMITTING, DISPOSAL AND BILLING**  
**PROCEDURES**

Effective     , ~~2011~~ **May 1, 2010**

**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.

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 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 CRRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue (see Recycling Residue definition), or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRRA 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 CRRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
- (d) **“Authority”** or **“CRRRA”** 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 CRRRA for disposal.
- (g) **“Commingled Container Recyclables”** shall mean:
- (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
  - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.

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

- (i) **“Designee”** shall mean
  - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
  - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.
- (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.
- (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), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
- (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
  - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
  - (3) Scrap/Light Weight Metals (as hereinafter defined);
  - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
  - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
  - (6) Christmas trees;
  - (7) Automobile tires with/without rims, and
  - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (s) **“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.



- (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.
- (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.
- (x) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.

- (y) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (z) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (aa) **“Project”** shall mean the Facilities constituting the Mid-Connecticut Project.
- (bb) **“Recycling Facility”** shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.
- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the Project.
- (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.
- (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables ~~from any Participating Municipality~~ for transport to the Recycling Facility or a Non-Project Recycling Facility for processing.
- (ff) **“Scrap/Light Weight Metals”** shall mean but not limited to the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
- (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
- (hh) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or special approval by the Connecticut Department of Environmental Protection (“DEP”) or another non-Authority entity.
- (jj) **“Transfer Station”** shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable

Solid Waste ~~from any Participating Municipality~~ for transport to a destination of ultimate disposal.

(kk) **“Unacceptable Recyclables”** shall include

- (1) Unacceptable Waste;
- (2) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;
- (3) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
- (4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

(ll) **“Unacceptable Waste”** shall include

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

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

(mm) "**Waste Facilities**" shall mean the Facility and all Transfer Stations and Landfills of the Project.

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

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

## 1.2 Preamble

These procedures 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](http://www.crra.org).

### 1.3 General Principles of Interpretation

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

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

## **2.2 Submission of Permit Application**

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

## **2.3 Guaranty of Payment**

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

submit to CRRA a new letter of credit or suretyship bond that complies with the requirements of this Section 2.3.

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

## 2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) Each of the vehicles listed on the Permittee's permit application shall be assigned a decal with a Permit Number, which decal shall be prominently and permanently affixed by the Permittee to the vehicle in a location clearly visible to the scale house attendant and as designated by CRRA;
  - (3) Each of the Permittee's roll-off boxes and trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee to the roll-off box or trailer in a location clearly visible to the scale house attendant, as designated by CRRA; and
  - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits. 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) 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)~~ It shall be an affirmative obligation upon applicant/Permittee to advise CRRA's Risk Manager by fax to 860-757-7741, by e-mail to [lmartin@crra.org](mailto:lmartin@crra.org), or by correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of its Permit.

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

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

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

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

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

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

(i)(j) 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.

- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.
- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.
- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.
- (f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

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

#### **4.2 Delivery of Acceptable Recyclables**

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

#### **4.3 Access to the Facility**

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

#### **4.4 Access to the Recycling Facility**

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

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

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.

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](http://www.crra.org/pages/busi_mc_hours.htm).
- (b) CRRA may, with at least thirty (30) days prior written notice, change the hours of operation for any of the Facilities. Holiday and emergency closings and any schedule of make-up hours will be posted as needed at each of the Facilities.

#### **4.7 Vehicle Standards for Deliveries to the Facilities**

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

#### 4.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (b) CRRA may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site if accepted by CRRA.
- (c) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (d) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.
- (e) CRRA will accept residue from recycling facilities only at the Facility and only if the conditions set forth in Appendix A are met.
- (f) No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (g) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (h) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality ~~Participating Municipality~~ from which the load originated.
- (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.
- (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, revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (k) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
  - (l) No drainage of roll-off boxes is allowed on the premises of any Facilities.
  - (m) Roll-off or compactor boxes shall not be turned around on site.
  - (n) Drivers must latch and unlatch packers in the disposal area.
  - (o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.
  - (p) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.
  - (q) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
  - (r) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
  - (s) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
  - (t) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
  - (u) No loitering is permitted at any of the Facilities.
  - (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.



- (w) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (x) CRRA reserves the right to inspect incoming deliveries at its sole discretion.
- (y) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (z) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at any of the Facilities.
- (aa) 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.

#### 4.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare

weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.

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

#### **4.10 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) 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) 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.
  - (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)~~(2) They are found to be contaminated and/or unprocessable.
  - ~~(4)~~(3) 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 B attached hereto for examples of violations and their applicable sanctions. However, Appendix B is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.
- (c) CRRA may in its sole discretion reduce the sanctions authorized in Appendix B 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 4.10 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, the Permittee's record may 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 that provides a reasonable basis to contest the Incident Report, Permittee/hauler must send a letter to the Director of Enforcement/Recycling at 100 Constitution Plaza, Hartford CT 06103, via certified mail/return receipt, explaining the reason for the appeal with a copy of the contradicting evidence.
- (d) No appeal will be granted if Permittee/hauler has not submitted evidence which contradicts the Incident Report or that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA President or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the Facilities.
- (g) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. The Appeal Committee will notify Permittee/hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. This decision is final.
- (h) 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

### Policy Guidelines for Accepting Residue from Recycling Facilities

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

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

## APPENDIX B

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
<b>Examples of Violations (Not limited to)</b>	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 <sup>st</sup>	\$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 <sup>nd</sup>	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3 <sup>rd</sup>	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4 <sup>th</sup>	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5 <sup>th</sup>	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6 <sup>th</sup>	\$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.