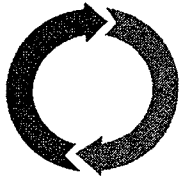


**CRRA**  
**BOARD MEETING**  
**July 23, 2009**



**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 Kenney, Secretary to the Board/Paralegal  
**DATE:** July 17, 2009  
**RE:** Notice of Meeting

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There will be a regular meeting of the Connecticut Resources Recovery Authority Board of Directors on Thursday, July 23, 2009 at 9:30 a.m. The meeting will be held in the Board Room of 100 Constitution Plaza, Hartford, Connecticut. The meeting will also be available to the public via video conference at the 1410 Honeyspot Road ext. Board room, Second Floor, Stratford, CT.

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

Connecticut Resources Recovery Authority  
Board of Directors Meeting

Agenda

July 23, 2009

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 May 28, 2009, Regular Board Meeting Minutes (Attachment 1).

1.a Action Items

2. Board Action will be sought for the approval of the June 18, 2009, Regular Board Meeting Minutes (Attachment 2).

IV. Finance

1. Finance Committee Update
2. Board Action will be sought for approval of the Funding of the Shelton Landfill Post Closure Reserve (Attachment 3).
3. Board Action will be sought for approval of the Bridgeport Post Project and Risk Fund Reserves (Attachment 4).
4. Board Action will be sought for approval of the Garbage Museum Budget (Attachment 5).
5. Board Action will be sought for approval of the 2009 Recycling Rebate (Attachment 6).

V. Chairman's, President's and Committee Reports

- A. Chairman's Report
- B. President's Report
- C. Policies & Procurement Committee

1. Board Action will be sought for the Resolution Regarding Emergency Procurements for Waste Exports (Attachment 7).
2. Board Action will be sought for the Resolution Regarding an Agreement for Dozer Compaction Services (Attachment 8).
3. Board Action will be sought for the Resolution Regarding the Adoption of the Revised Mid-Connecticut Permitting, Disposal and Billing Procedures (Attachment 9).
4. Board Action will be sought for the Resolution Regarding Engineering and Environmental Consulting Services to Support Development of an Ash Residue Landfill (Attachment 10).
5. Board Action will be sought for the Resolution Regarding Projected Legal Expenditures (Attachment 11).

D. Legislative Update

1. Summary of the 2009 Session (Attachment 12).

VI. Executive Session

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

# TAB 1

## CONNECTICUT RESOURCES RECOVERY AUTHORITY

**FOUR HUNDRED AND FORTY-SEVENTH**      **MAY 28, 2009**

A Regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, May 28, 2009, at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors:      Alan Desmarais  
                 Michael Jarjura (present by phone beginning 10:15 a.m. and in person beginning 10:41 a.m.)  
                 Mark Lauretti  
                 Theodore Martland  
                 Raymond O'Brien  
                 Linda Savitsky  
                 Steve Edwards, Bridgeport Project Ad-Hoc  
                 Warren Howe, Wallingford Project Ad-Hoc

Present from CRRA management:

Tom Kirk, President  
Jim Bolduc, Chief Financial Officer  
Michael Bzdyra, Government Relations Liaison  
Jeffrey Duvall, Manager of Budgets and Forecasting  
Peter Egan, Director of Environmental Affairs  
Tom Gaffey, Director of Recycling and Enforcement  
Laurie Hunt, Director of Legal Services  
Paul Nonnenmacher, Director of Public Affairs  
Mike Tracey, Director of Operations  
Marianne Cracio, Executive Assistant  
Maira Kenney, Secretary to the Board/Paralegal

Also present were: Brian Anderson of Council 4 AFSCME; Gil Bironi of Council 4 L184; Miguel Escalera of Kainen, Escalera & McHale; William Gilnack of MDC; John Pizzimenti of USA Hauling & Recycling; Jim Sandler of Sandler and Mara; Cheryl Thibeault of Covanta; and Jerry Tyminski of SCRRA.

Chairman Pace called the meeting to order at 10:19 a.m. and noted that there was a quorum.

### **PLEDGE OF ALLEGIANCE**

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

## PUBLIC PORTION

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

Mr. Anderson said that Mr. Bironi is the President of Local 184, the MDC workers at the Mid-Connecticut Project. Mr. Anderson said that he is the Legislative Representative for Council 4 AFSCME. He addressed the Board with his comments, a copy of which is attached as "Exhibit A".

Mr. Bironi said people take their trash out to the curb and are not always aware of what happens to it after that point. He said that unfortunately he knows it is a dangerous, difficult and hazardous job. He said unless one is on that floor the public can't understand that job. He said that plant has been up and running every day and that the MDC workers do their job and have done so for the last 20 years. He said that those workers are happy to do so and wish to continue to do so. Mr. Bironi said he is here today to say that the workers want to continue their job at the plant and to continue working with CRRA.

Mr. Bironi said that he does not want to see the workers lose their jobs as they did in Ellington and Essex. He said the workers wish to cooperate and work with CRRA as partners in order to maintain those positions. He thanked the Board for their time.

Chairman Pace said that he appreciates Mr. Bironi's comments. He explained there are different perspectives and that the comments made the prior week at the Board meeting were not as characterized and continually characterized by MDC. He said there was a comment made, but that is was mischaracterized and was not in the context being brought to the table.

Chairman Pace said some of the things said by MDC happened prior to this Board and some did not. He said for example the return of the trucks was the initiative of this Board. He said through these discussions he has always stated that he has no problem with the workers or keeping MDC in place. Chairman Pace explained it is a matter of having efficiencies in place, a topic with which he has held a discussion on with the MDC Chairman.

Chairman Pace said that CRRA is not initiating, and is not trying to continue an adversarial path with MDC. He said it would have been nice if Mr. Bironi had shared his comments at the prior Board meeting as he can respect and respond to these comments.

Chairman Pace said at the April 23, 2009, Board Meeting Director Desmarais made the comment "that one of the first causalities of war is truth." He explained it is this particular comment to which he was referring when he stated "I love that statement." Chairman Pace said that statement struck him as the truth. He said MDC's Chairman Bill DiBella agreed during discussion and review of those statements that was the comment Chairman Pace was referring to. Chairman Pace said misunderstandings arose from that comment.

Chairman Pace said that CRRA did lose a lawsuit involving project member towns and their attorney. He said that ultimately that resulted in a \$9 million loss for the towns in attorney fees. He said that money was set aside for tip fee reduction which was explained to the towns as well.

Director Lauretti said that he wanted to make two quick points concerning the lawsuit. He said firstly that lawsuit was not generated by CRRA, and secondly, CRRA did not lose but the taxpayers

lost. He explained the 70 member towns paid with the money that CRRA wanted to give back to them. Director Lauretti said if the member towns had taken CRRA's lead they would have gotten 100% of every nickel recovered back.

Mr. Anderson said having read through a transcript of the April 23, 2009, Board meeting that the comments very much looked like folks were calling Council 4 AFSCME liars. He said responding to that letter MDC clearly spells out with CRRA's own document that CRRA tried to privatize the Mid-Connecticut Project, cut the MDC small cost of living allowance, and is trying to separate itself from the responsibility for union members' pensions. He said he and Mr. Bironi are present to protect the 99 jobs of their members and to try to get back the 26 transportation jobs that went to a company which has run itself in an unbelievably bad manner. Mr. Anderson said he does not understand why that contract continues to be renewed and that he does not believe that contract has ever been bid out. Mr. Anderson said an apology is second and that protecting their members and the services which they provide is primary.

Director Desmarais said that he thinks he was just called unreasonable. He said he did vote for the resolution to which Mr. Anderson referred, and that the intent was for MDC to have discussions with CRRA. He said this is a negotiation process subject to the Municipal Employees Relations Act and that neither CRRA nor MDC can take away those raises. He said that the two can talk. Director Desmarais asked if Council 4 represents any other towns that have given concessions this year.

Mr. Anderson replied yes.

Director Desmaris said that the intention was for discussion to take place and that he strongly objects to being called unreasonable.

Mr. Anderson said that he was called a Nazi liar and that he did not hear an apology for referring to a labor union as a Nazi sympathizing organization and he does not hear an apology for a letter that basically says that union lied about the fact that CRRA tried to cut the COLAs of union's hard-working members.

#### **APPROVAL OF THE MINUTES OF THE APRIL 23, 2009, REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the April 23, 2009, Regular Board Meeting. Vice-Chairman O'Brien made a motion to approve the minutes, which was seconded by Director Savitsky.

The minutes were approved as amended and discussed by roll call.



<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford	X		

**APPROVAL OF THE CORRECTED MINUTES OF THE JAN. 29, 2009, REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the corrected minutes of the Jan 29, 2009, Regular Board Meeting. Vice-Chairman O'Brien made a motion to approve the minutes, which was seconded by Director Savitsky.

The minutes were approved as amended and discussed by roll call.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford	X		

## FINANCE COMMITTEE UPDATE

Director Savitsky said CRRA solicited for independent audit services, followed a time line and received three proposals along with a few declinations from firms which chose not to propose. She said interviews were conducted with two of the three firms as one firm did not meet the qualifications.

Director Savitsky said appointing the auditor is a Board responsibility. She said this is the Board's oversight over management and it is very important that the Board understand it works closely with the auditor to lay out a plan and review any issues. She said a determination was made that the Finance Committee is the Audit Committee and that as a result all communications which come from the auditors will come back to the Finance Committee.

Director Savitsky said that she could not attend the interviews. She said it came down to two firms, one of which had a history with CRRA as a former auditor and that much discussion ensued. She said the Committee asked for additional information and came out of the Finance Committee meeting with no recommendation.

Director Savitsky said for discussion purposes she would like to insert the name of Bollam, Sheedy, Torani & Co., LLP, into the resolution.

## RESOLUTION REGARDING A CONTRACT FOR INDEPENDENT AUDITING SERVICES

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

**RESOLVED:** That the President of the Authority be, and hereby is, authorized to enter into a contract with the auditing firm of Bollam, Sheedy, Torani & Co., LLP, as substantially presented at this meeting. This contract will commence on June 1, 2009, and expire on March 31, 2012.

Director Desmarais said one of the firms interviewed has CRRA experience as well as quasi-public experience and is based in Connecticut. He said the second firm is based in New York and has very little experience in the State of Connecticut but has experience in the solid waste management area.

Director Desmarais said that the firm with Connecticut experience was a prior auditor with CRRA. He explained the concern by the Committee is that the firm served as CRRA's auditor up until 2002 and as part of that discussion the Finance Committee requested documents concerning that period to overlook the firm's disclosures during that time period. He said the results did not add much to the conversation.

Director Lauretti asked if the firm being discussed was pre-Enron or Enron era. Director Desmarais said that the firm was Enron era.

Vice-Chairman O'Brien said that the 2002 audit happened after Enron had folded.

Mr. Kirk clarified that the firm which served as an auditor for CRRA was acquired by UHY and some of the principals of that organization are still with UHY.

Director Desmarais said that there is about a \$30,000 difference between the two firms.

Vice-Chairman O'Brien added that what concerns him is that the report on Sept 22, 2002, after the Enron issue did not say very much about what the Attorney General characterized as an illegal loan. He said what he read of it does not refer to the advice of counsel in failing to characterize that as a misstep. He said as far as he can see this issue was not characterized either way.

Director Savitsky said that she normally looks at the number of hours a firm has indicated that it plans to spend on the engagement. She said anticipating this Mr. Bolduc spoke with the incumbent firm which indicated the number of hours it had planned to spend on the audit was in the 420 hour range, which was closer to the 500 hours indicated by the New York firm, which is closer than the 310 hours indicated by the in-state firm. She said that 310 struck her as being low for the first year of any audit engagement which has a learning curve involved. She said that is a pretty big difference.

Director Lauretti asked if the fee can be negotiated. Chairman Pace said the Committee has done that before. He said that he always looks at travel as a consideration.

Director Desmarais said that travel costs are not a consideration as the charge is a lump sum fee. He said in consideration of Director Savitsky's comment the firm which indicated 310 hours for the audit has had experience with CRRA before. He said he would not get too caught up in the hours.

Vice-Chairman O'Brien said that most of the tasks CRRA asked its former auditor to do in addition to the general work have been included in the RFP for this, and is therefore likely to be on the high side. He said the firm's experience with CRRA may not prove advantageous as CRRA is far more open and transparent. Vice-Chairman O'Brien said that the idea of spending more money is not favored by him, and that perhaps that number can be negotiated. He said, however, there is an urgency to bring them on Board as CRRA needs to have the audit report available for the Finance Committee's review by the 17<sup>th</sup> of September and they need to get started. He said he would like to see the Board make a decision today.

Director Savitsky said it doesn't hurt to have a fresh set of eyes considering the firm's experience in solid waste management.

Director Desmarais said that the New York firm came with one representative which indicated a lack of commitment to him. He said he does not think that it has much to offer in the way of additional capabilities or knowledge.

Director Savitsky said that not bringing a manager is common when there is no specific request by the interviewee.

Director Miron asked what the conflict between UHY and Pepe & Hazard was. Vice-Chairman O'Brien explained that UHY had performed an audit of Pepe & Hazard's 401k accounts.

The Board undertook a substantial discussion concerning the selection of an auditor.

Director Savitsky asked that the Board return to this item after a brief recess.

## **BRIEF RECESS**

**WITHDRAWAL OF THE MOTION REGARDING A CONTRACT FOR INDEPENDENT AUDITING SERVICES**

Director Savitsky said that she was withdrawing the motion she had previously made concerning a contract for independent auditing services.

Vice-Chairman O'Brien agreed to the withdrawal as he had seconded the motion.

**RESOLUTION REGARDING A CONTRACT FOR INDEPENDENT AUDITING SERVICES**

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

**RESOLVED:** That the President of the Authority be, and hereby is, authorized to enter into a contract with the auditing firm of UHY as substantially presented at this meeting. This contract will commence on June 1, 2009, and expire on March 31, 2012.

Director Savitsky said that the rules of audits and the relationship to management and the Board have evolved over the last few years. She said that the Finance Committee has a responsibility to understand its duties and roles and will carefully oversee the auditing process. She said that the Finance Committee will meet with UHY and hold discussions prior to the audit.

Director Miron said that he was going to vote no on this resolution. He explained he follows Director Savitsky's lead and is not convinced that the Board should change from its original resolution.

Chairman Pace said it was important to note that the Attorney General's office took no action against UHY after the Enron issue.

The motion previously made and seconded did not pass. Director Miron and Director Lauretti voted no.

Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti		X	
James Miron		X	
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			

**RESOLUTION REGARDING A CONTRACT FOR INDEPENDENT AUDITING SERVICES**

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

**RESOLVED:** That the President of the Authority be, and hereby is, authorized to enter into a contract with the auditing firm of Bollam, Sheedy, Torani & Co., LLP, as substantially presented at this meeting. This contract will commence on June 1, 2009, and expire on March 31, 2012.

Director Martland stated for the record that the Finance Committee will be meeting with the auditors.

Director Lauretti added that an attempt to renegotiate the fee with the auditors will also be made. He said the Board has an obligation to try and negotiate the number down.

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

Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			

**RESOLUTION REGARDING THE FOURTH AMENDMENT TO THE AGREEMENT WITH FCR, LLC, FOR THE OPERATION OF AN INTERMEDIATE PROCESSING CENTER TO SERVE THE MUNICIPALITIES OF THE SOUTHWEST REGIONAL RECYCLING OPERATING COMMITTEE AND SECOND AMENDMENT TO THE LEASE AGREEMENT**

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

**WHEREAS:** The current Operating & Lease Agreement with FCR, LLC, to Operate the Southwest Regional Recycling Center expires July 1, 2009, and;

**WHEREAS:** The Operating Agreement between CRRA, SWEROC and FCR, LLC, provides for extension options and;

**WHEREAS:** SWEROC approved a two-year extension of the Operating and Lease Agreements with modifications included in the Amendments to said Agreements and the related Fiscal Year 2010 budget at its meeting held on April 22, 2009, and:

**WHEREAS:** Approval of said extension and Amendments enables the continuation of recycling services to the SWEROC member towns pursuant to state recycling goals and;

**WHEREAS:** CRRA and SWEROC during the two-year period may work with FCR on retrofitting the facility to accommodate single-stream recycling to increase recycling rates for SWEROC towns similar to the experience at CRRA's Mid-Connecticut Regional Recycling Center ;

**RESOLVED:** That the President is hereby authorized to execute a fourth amendment to the Operating Agreement and second amendment to the Lease Agreement with FCR, LLC, to provide for a two-year extension for the operation of the Southwest Regional Recycling Facility.

Director Edwards said that this resolution is good for the towns which stayed in SWEROC and that it allows the towns to continue operation of the Stratford IPC with a favorable life for the remaining towns. He said SWEROC has reached an agreement with FCR that buys time as financially the project is not prepared to switch over to single-stream.

Vice-Chairman O'Brien thanked Director Edwards, Mr. Gaffey and others for bringing this group together and moving forward with keeping the recycling effort alive.

Director Miron said that he is concerned that the Stratford museum is most likely closing. He said recycling is a major part of CRRA's mission and that the recycling museum plays a significant role in that mission.

Mr. Gaffey said that this agreement is a separate agreement from that issue. He said there are several agreements that involve CRRA and SWEROC, one of which was amended around 1999 when CRRA took most of the administrative duties (including operating the museum) from SWEROC. He said it is clearly a successful museum and the question is under this budget is how to fund it.

Director Edwards said that SWEROC is working on ways to fund the museum. He explained the problem is that project once had 60,000 tons supporting the \$250,000 budget item from the project. He said in order to get the overall cost for recycling down that cost had to be itemized out so that a zero tip fee was achieved.

Director Edwards said that Mr. Nonnenmacher is working diligently to try to come up with creative means to keep the museum open. He said a \$100,000 fee may be applied and that there are many issues on the table being used to try to keep the museum open until at least January.

Director Miron said that the museum serves far more than the surrounding area and that he thinks both of the museums should be part of every project as they both serve the CRRA mission. He suggested that the whole State be involved in funding the museum.

Director Edwards said it is not just on the towns but should be on the Connecticut Department of Environmental Protection and the State of Connecticut as the museums serve as resources for the entire state. He said the bottle bill and new revenue services are all avenues of potential funding.

Director Miron said that he would like to hold a Board meeting at the Stratford location for the Board members to take part in enjoying what the museum has to offer.

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

Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford			

**RESOLUTION REGARDING THE ADOPTION OF THE FISCAL YEAR 2010 SOUTHWEST REGIONAL RECYCLING OPERATING BUDGET AND TIP FEE**

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

**WHEREAS:** On April 22, 2009, SWEROC approved a two year extension of the Operating Agreement with FCR; and

**WHEREAS,** CRRA approved same two-year Operating Agreement extension and Lease Agreement extension with FCR; and

**WHEREAS,** Approval of said extension and Amendments enables the continuation of CRRA recycling services to the SWEROC member towns pursuant to state recycling goals; and

**WHEREAS:** On April 22, 2009, SWEROC accepted the Authority's proposed SouthWest Regional Recycling Operating Budget and SWEROC adopted certain regional expenses totaling \$38,000: now therefore be it

**RESOLVED:** That the fiscal year 2010 SouthWest Regional Recycling Operating budget totaling \$2,228,000.00 be adopted as presented at this meeting and that a fiscal year 2010 member tipping fee of \$0.00 per ton be adopted; and

**FURTHER RESOLVED:** That the Southwest Connecticut Regional Recycling Operating Committee budget totaling \$38,000.00 be adopted as presented at this meeting.

Director Edwards said that this budget has been vetted and approved by the SWEROC Board.

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

Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford			

**RESOLUTION REGARDING THE PURCHASE OF WORKERS  
COMPENSATION/EMPLOYERS LIABILITY INSURANCE FOR THE PERIOD 7/1/09 –  
7/1/10**

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

**RESOLVED:** That CRRA purchase Workers Compensation/Employers Liability insurance with a statutory limit and \$1,000,000 limit for Employers Liability, for a premium of \$56,896 from Connecticut Interlocal Risk Management Agency (CIRMA) for the term 7/1/09 – 7/1/10, as discussed at this meeting.

Director Savitsky said that this resolution is straightforward and CIRMA has provided good service and is reasonable.

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



<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			

### **CAFR AWARD**

Director Savitsky said that CRRA has received the CAFR award for its auditing report which is the highest award which can be given by the Government Finance Officers of the USA and Canada.

Director Desmarais said the Certificate of Achievement for Excellence in Financial Reporting, or CAFR was given to CRRA for producing a comprehensive financial report which has been reviewed by three peers and that it meets the necessary standards. He said the individuals review the report item by item to ensure compliance with the standards. Director Desmarais said it is a great achievement which highlights the capability within CRRA.

Vice-Chairman O'Brien suggested a formal presentation be made to Ms. Vo-Le and her accounting staff at the next Board meeting.

### **ORGANIZATIONAL SYNERGY & HUMAN RESOURCES COMMITTEE**

#### **RESOLUTION AUTHORIZING HUMAN RESOURCES CONSULTING SERVICE AGREEMENTS**

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

**RESOLVED:** That the President is hereby authorized and directed to execute, deliver and perform on behalf of the Authority, Human Resources Consulting Services Agreements as were substantially set forth in the RFQ for a period of three years with the firms listed below, as presented and discussed at this meeting. All of the human resources consulting services obtained through the firms below will be obtained on an "on-call" basis.

- A. **Temporary Staffing Services**
  - 1. CareersInCT.com LLC
  - 2. Horizon Staffing Services (AAA Human Capital)
  - 3. Jaci Carroll Staffing Services, Inc.
  - 4. Lauren & Linium Staffing
  - 5. Roth Staffing Companies, L.P.
  - 6. Spec Personnel, LLC
  - 7. Staffing Now, Inc.
  - 8.
- B. **Recruiting Services**
  - 9. CPS Human Resource Services
  - 10. Horizon Staffing Services (AAA Human Capital)
  - 11. Horton International, LLC
  - 12. Jaci Carroll Staffing Services, Inc.
  - 13. Lauren & Linium Staffing
  - 14. Marchese Consulting LLC
  - 15. Randi Frank Consulting, LLC
  - 16. Retensa, LLC
  - 17.
- C. **General and Miscellaneous HR Consulting Services**
  - 18. CPS Human Resource Services
  - 19. Horizon Staffing Services (AAA Human Capital)
  - 20. Kevin F Fahey LLC
  - 21. Marchese Consulting LLC
  - 22. Prout Group, The, LLC
  - 23. Retensa, LLC

Director Savitsky excused herself from the discussion as she has had a prior relationship with one of the selected firms.

Director Jarjura said that the Organizational Synergy and Human Resources Committee had met and agreed unanimously to retain the services of the consulting services detailed in the resolution. He explained the resolution provides for a bull-pen of services that CRRA can call on for consulting services.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky			X
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C. Howe, Jr., Wallingford			

**POLICIES & PROCUREMENT COMMITTEE**

**RESOLUTION REGARDING CONSTRUCTION QUALITY ASSURANCE SERVICES TO SUPPORT COMPLETION OF CLOSURE OF THE PHASE 1 ASH AREA OF THE HARTFORD LANDFILL**

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

**RESOLVED:** That the President is hereby authorized to enter into a contract with TRC Environmental Corporation to perform Construction Quality Assurance (CQA) services associated with the capping of the remaining un-capped portion of the Phase 1 Ash Area of the CRRA Hartford Landfill, substantially as discussed and presented at this meeting.

Mr. Egan said that this resolution details a contract with an engineering firm to provide quality assurance/quality control engineering support for the closing of the final 10 acres of the ash area of the Hartford landfill. He explained the 10-acre construction contract will be coming to the Board in June.

Mr. Egan said this contract is for the engineering firm to support CRRA in overseeing that construction activity. He said four firms were given a scope of work and asked for a price, one firm choose not to bid, and the remaining three firm's prices are listed in the write-up.

Mr. Egan said that management is recommending TRC, which is about \$11,000 higher for the project than SCS Engineering; however SCS planned to sub-contract a significant number of hours with a local company. He said that TRC will have an individual from TRC present and that management believes it is worth the additional dollars to use the more experienced individual and company with an employee on-site in the event of any issue. Mr. Egan said that TRC is also the engineering firm which designed the construction closure drawings.

Vice-Chairman O'Brien noted that the individual from TRC which will be on site also quickly caught another issue with the cover material and addressed and handled that situation quickly and said his expertise is in Hartford's best interest to use.

Director Martland said that he normally prefers the low bidder but dislikes the usage of sub-contractors.

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

Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			

**RESOLUTION REGARDING FY 2010 PROJECTED LEGAL EXPENDITURES**

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

**WHEREAS**, CRRA has negotiated three-year Legal Service Agreements with various law firms for the provision of legal services from July 1, 2008, through June 30, 2011; and

**WHEREAS**, CRRA now seeks Board authorization for projected legal expenditures during the second year of the term of said Agreements;

**NOW THEREFORE, it is RESOLVED:** That the following amounts be authorized for projected legal fees to be incurred during fiscal year 2010:

<u>Firm:</u>	<u>Amount:</u>
Berchem Moses & Devlin	\$ 25,000
Brown Rudnick	835,000

Cohn Birnbaum & Shea	40,000
Halloran & Sage	1,340,000
Heneghan Kennedy & Doyle	49,000
Kainen, Escalera & McHale	300,000
McCarter & English	75,000
Perakos & Zitser	40,000
Pepe & Hazard	600,000
Pullman & Comley	150,000
Sidley Austin	150,000
Hinckley, Allen & Snyder	50,000

**Further RESOLVED:** That the President be authorized to expend up to \$500,000 from the Landfill Development Reserve Account for payment for legal fees incurred in fiscal year 2010 in connection with the Authority's development of a new ash landfill in the State of Connecticut; and

**Further RESOLVED:** That the President be authorized to expend up to \$450,000 from the Post Litigation Reserve Account for payment of legal expenses incurred in fiscal year 2010 in connection with the Enron Global litigation continuing under the aegis of the Attorney General; and

**Further RESOLVED:** That the President be authorized to expend up to \$25,000 from the Bridgeport Risk Fund Reserve Account for payment for legal fees incurred in fiscal year 2010 in connection with continuing Bridgeport Project.

Director Savitsky said that she has some concerns over several firms within this resolution.

Director Jarjura suggested that this motion be passed with two amendments.

**AMENDMENT OF THE MOTION REGARDING FY 2010 PROJECTED LEGAL EXPENDITURES**

Director Jarjura said that as the maker of this motion that he was amending the resolution to omit Halloran & Sage, Pepe & Hazard, and Brown Rudnick.

Vice-Chairman O'Brien agreed to the amendments as he had seconded the original motion. He clarified that the first two "further resolves" were also omitted as part of the amendment as they pertain to firms which were removed from the original motion.

**WHEREAS**, CRRA has negotiated three-year Legal Service Agreements with various law firms for the provision of legal services from July 1, 2008 through June 30, 2011; and

**WHEREAS**, CRRA now seeks Board authorization for projected legal expenditures during the second year of the term of said Agreements;

**NOW THEREFORE, it is RESOLVED:** That the following amounts be authorized for projected legal fees to be incurred during fiscal year 2010:

<b><u>Firm:</u></b>	<b><u>Amount:</u></b>
Berchem Moses & Devlin	\$ 25,000
Cohn Birnbaum & Shea	40,000
Heneghan Kennedy & Doyle	49,000
Kainen, Escalera & McHale	300,000
McCarter & English	75,000
Perakos & Zitser	40,000
Pullman & Comley	150,000
Sidley Austin	150,000
Hinckley, Allen & Snyder	50,000

**Further RESOLVED:** That the President be authorized to expend up to \$25,000 from the Bridgeport Risk Fund Reserve Account for payment for legal fees incurred in fiscal year 2010 in connection with continuing Bridgeport Project.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			

**RESOLUTION CONGRATULATING EAST HAVEN HIGH SCHOOL**

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

**WHEREAS** the State Solid Waste Management Plan specifically calls for efforts to “build support for programs to engage citizens in actions needed to maximize waste reduction and recycling;” and

**WHEREAS** since 1993 the Garbage Museum in Stratford, Connecticut, has been teaching people how to protect their environment by recycling and thinking before throwing something into the trash; and

**WHEREAS** the Garbage Museum has been operated by the Connecticut Resources Recovery Authority since 1997; and

**WHEREAS** the Garbage Museum has become a favorite destination for students and created a positive image for the Connecticut Resources Recovery Authority; and

**WHEREAS** a group of students from East Haven High School created a short film about the Garbage Museum and its fight for survival for the Connecticut Student Film Festival; and

**WHEREAS** their film, “Trash-o-saurus in Trouble,” was honored as Best Documentary; and

**WHEREAS** the film was selected from all others entered in several categories to be shown at the Connecticut Film Festival in June; now therefore,

**BE IT RESOLVED** that the Connecticut Resources Recovery Authority Board of Directors congratulates students **ANTHONY PALM, JAKE DEMAIO, KALEE HOYT, MELISSA MORRO, RYAN GOLIA, JEN CUOMO** and **ALBERT KOZIATEK** of East Haven High School, along with their teacher, **JAY MILES**, for their success in the Connecticut Student Film Festival and wish them continued success in all their future endeavors.

Mr. Kirk said the resolution details recognition of a well-put-together video by a group of very talented students, copies of which were made available to the Board. Mr. Kirk noted another group of students had put together similar efforts in Shelton.

Director Savitsky said that she would like to see both groups recognized for their achievements at a Board meeting.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Alan Desmarais	X		
Michael Jarjura	X		
Mark Lauretti	X		
James Miron	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford			

### **EXECUTIVE SESSION**

Chairman Pace requested a motion to enter into Executive Session. The motion made by Vice-Chairman O'Brien and seconded by Director Savitsky was approved unanimously by roll call.

The Executive Session began at 11:50 a.m. and concluded at 1:23 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 1:23 p.m., the door 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.

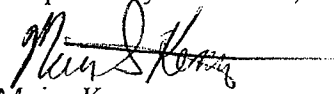


**ADJOURNMENT**

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

The meeting was adjourned at 1:28 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Moira Kenney", written over a horizontal line.

Moira Kenney  
Secretary to the Board/Paralegal

# EXHIBIT A

## Council 4 AFSCME Testimony – CRRA, May 28, 2009

We are Gil Bironi and Brian Anderson from Council 4 AFSCME. We are here to respond to the remarkable and ill-considered comments of members of this Board at your April 23<sup>rd</sup> meeting, followed by your letter of April 30<sup>th</sup>. As one of the principal government employee unions in Connecticut, totaling more than 35,000 public servants, Council 4 has earned a reputation for integrity and fair dealing. You must understand that your slur upon that reputation is of special concern. So, it is necessary both to correct the record and to call attention to your responsibilities as a truly public authority of the State of Connecticut.

In your April 30<sup>th</sup> letter, you state that “CRRA has never attempted to break the contract between your local and your employer...” Yet, I am holding a resolution that you passed at CRRA’s February meeting directed to the MDC which requests that the MDC “eliminate the proposed salary increases of 3.55% and 3.95%...” for employees working at the Mid-Connecticut waste processing facility. As you know, this refers to the cost of living increases for our blue collar workers under the existing contract between our union and the MDC. For you to deny this in your letter is incredible.

In the letter, you go on to state that “CRRA has not breached or attempted to breach the collective bargaining agreement between MDC and Council 4 AFSCME.” Certainly, this resolution is an attempt to pressure our employer into breaching our standing contract.

You write “nor is there any factual basis to claim that CRRA or its member towns have failed to pay any required wage, pension or health benefit owed to your members.” Again, I am holding a CRRA adopted resolution from the same February meeting that reduces that sum to be paid to the MDC by the amount of our members’ pension and benefit costs. The resolution states “The reduction reflects a decrease in personnel costs related to pension by \$1.8 million and regular and overtime pay by \$0.3 million...” Surely, you know that the pensions in question are those of our members and that the contract between MDC and CRRA obligates CRRA to pay the employee benefits due.

Also, it is indisputable that in the past, CRRA has eliminated functions within the Mid-Connecticut Project system which were performed by MDC’s AFSCME employees. You should be aware of the fact the waste transportation function was turned over to a Manafort Brothers’ company, initially accompanied by the vehicles owned by CRRA, which vehicles were ultimately required to

Board  
**HANDOUT**

MAY 28 2009

FROM: Gil Bironi

returned. Other activities and units of the Mid-Connecticut system performed by the MDC were similarly converted to private operations. I trust you will not attempt to disclaim CRRA's recent loss of the Bridgeport and Wallingford facilities to private operators or your 2005 RFP to privatize the Mid-CT Project.

Further, it is wrong for CRRA to continue to attempt to avoid its responsibility for the pension and other benefits due to the AFSCME workers, attributable to their past service at the Mid-Connecticut Project facility. In years past, CRRA has acknowledged that obligation. It is a matter of your own public record (and public it is), that you have now repudiated your acceptance of that liability, seeking to thrust it on the MDC Member Towns in what will be, I am certain, another costly and unsuccessful CRRA litigation adventure. Just last week at the Connecticut Supreme Court, CRRA lost its significant court case against its Member Towns. This suit cost the Towns and ratepayers millions of dollars of legal fees and court costs.

And finally, I must address the protests which attempted to deny our concerns over the manner in which this Board conducts its meetings. At Council 4 we are all public employees, serving Connecticut municipalities and the State itself. We do understand the obligation for compliance with the requirements for open deliberations imposed on this Board by State Statutes. Notwithstanding, the CRRA's attempt to brand itself, when convenient, a hybrid or a quasi State body, you are a responsible public instrumentality.

It is not okay to withhold from public view the substance and detail of the votes which follow your extensive executive sessions. To retire from the public view and return only to vote upon a resolution which refers to matters considered in executive session, without text or content is non-compliant. I think it can be fairly characterized as clandestine.

AFSCME is still awaiting delivery of information sought pursuant to our Freedom of Information Act requests. This is data that I am certain are readily available; although it may not be comfortable for you to present for public examination. As Chairman Pace appears fond of the alliterative phrase, wrongfully charging us with a tactic of 'confuse and diffuse', I will call upon you to respond to our inquiries and promptly 'disclose and expose'.

Comparing us to the most hateful and historically evil Nazi propagandists is certainly an example at best of extremely poor judgment and a lack of even common good taste. And what were we compared to Nazi liars for? Simply telling the truth that is clearly contained in CRRA's own documents. Comparing a

union to Nazis is particularly repugnant. Within a few months of coming to power the Nazis imprisoned or exterminated almost every labor leader in Germany. This comment is as repugnant as comparing a Jew, a Pole or a Gypsy to a Nazi sympathizer.

I must assure you that AFSCME will indeed protect its well earned reputation and the interests of its members who have served the CRRA for so well and for so long under the most difficult of working conditions with all the resources which it may bring to bear.

Thank you for your attention.

**RESOLUTION REGARDING RESPONSIBILITIES OF CRRA AND THE  
MDC TO DETERMINE THE FISCAL YEAR 2010 ANNUAL  
OPERATING BUDGET**

WHEREAS, the Connecticut Resources Recovery Authority (the "Authority") and the Metropolitan District Commission (the "MDC") entered into an agreement executed December 31, 1984 (the "Agreement") that describes the respective rights and obligations of the two parties regarding the operation of the Mid-Connecticut Project's Transfer Stations, Waste Processing Facility, the Hartford Landfill and the transportation system; and

WHEREAS, Article III, Section 1 of the Agreement states that the MDC shall prepare and submit an annual budget to the Authority five months in advance of the applicable fiscal year and that the Authority shall adopt an annual budget prior to the first day of the applicable fiscal year; and

WHEREAS, Article IV, Section 1 of the Agreement states that the Authority shall pay the MDC "the actual cost of the services and materials provided"; and

WHEREAS, Article VI, Section 2 of the Agreement requires the MDC to maintain "complete accounting records" of all transactions and furthermore to provide the Authority with quarterly and yearly reports that "shall include sufficient information to allow the Authority to verify the costs of services actually performed during the period covered"; and

WHEREAS, the service district served by the Mid-Connecticut project is currently enduring a significant and sustained economic recession that continues to severely affect the customers of the Mid-Connecticut Project; and

WHEREAS, the Board of Directors of the Authority aggressively seeks to provide the Mid-Connecticut Project member towns with the lowest possible tip fee for fiscal year 2010, especially in light of the economic recession;

**NOW THEREFORE, it is RESOLVED:** That the Authority President provide a copy of this Resolution to the CEO of the MDC and urge the MDC revisit page B-3 of the MDC's 2009-2010 Mid-Connecticut Project Annual Budget and eliminate the proposed salary increases of 3.55% and 3.95% which are excessive and unacceptable in light of the economic recession; and

**FURTHER RESOLVED:** That the MDC also be requested to revisit the entire proposed budget seeking reductions to assist the Authority in reducing the FY 10 tip fee for participating communities; and

**FURTHER RESOLVED:** That the MDC be pressed to provide the Authority with any and all previously requested information regarding budget and actual cost data so that the Authority's Board of Directors may adequately consider the proposed fiscal year 2010 budget; and

**HANDOUT**

FEB 26 2009

FROM: Finance

CRRA votes to cut MDC  
worker COLAs.

*Board Mng.*

**FURTHER RESOLVED:** That the MDC be exhorted to adhere to the spirit of the administrative and operating standards and level of fiscal responsibility vested in both parties under the Agreement.

*Board Mtg*  
**HANDOUT**  
FEB 20 2008  
FROM: Finance

**RESOLUTION REGARDING THE ADOPTION OF  
THE FISCAL YEAR 2010 RECOMMENDED  
METROPOLITAN DISTRICT COMMISSION  
MID-CONNECTICUT PROJECT ANNUAL OPERATING BUDGET**

WHEREAS, The Metropolitan District Commission (MDC) prepared a fiscal year 2010 annual operating budget for the Mid-Connecticut Project (the fiscal year 2010 Proposed) and submitted such operating budget to the Authority for review on February 2, 2009, in accordance with the requirements of the CRR/MDC Mid-Connecticut Project Agreement (the "Agreement"); and

WHEREAS, upon its review, the Authority determined that the fiscal year 2010 Proposed Administration budget submitted by the MDC included \$8.3 million for a line item entitled MDC Contract Separation Costs, as well as certain other personnel-related items, which the Authority does not believe fall within its obligation to pay "the actual cost of the services and materials provided" by the MDC under the terms of the Agreement; and

WHEREAS, the Authority has revised the MDC budget to delete such separation costs, and has reduced other personnel-related and maintenance costs; and

WHEREAS, upon its review, the Authority has reduced the fiscal year 2010 Proposed Waste Processing Facility (WPF) budget submitted by the MDC by a total of approximately \$2.4 million. The reduction reflects a decrease in personnel costs related to pension by \$1.8 million and regular and overtime pay by \$0.3 million, deletion of maintenance costs for treatment equipment by \$0.3 million, and associated indirect costs by \$0.3 million. The Authority has included a contingency fund of \$0.3 million; and

WHEREAS, the Authority believes that the MDC annual budget, as revised above and adopted hereby, satisfies the Authority's obligation to provide for the appropriation of funds to meet its FY 2010 responsibilities under the Agreement;

NOW, THEREFORE, it is

RESOLVED: That the Board hereby adopts the fiscal year 2010 Mid-Connecticut Annual Operating Budget as submitted by the MDC and revised by the Authority in the form presented at this meeting.

*CRR/MDC Management votes to dump its  
worker pension obligation.*

*Board Meeting*  
**HANDOUT**

FEB 26 2009

FROM: Finance

**REQUEST FOR PROPOSALS  
MID-CONNECTICUT PROJECT WASTE PROCESSING FACILITY**

**PROGRAM 1 – WASTE FLOW MANAGEMENT  
PROGRAM 2 – WPF OPERATIONS  
PROGRAM 3 – WPF MAINTENANCE  
FULL CONTROL SERVICES**

**VOLUME 1 OF 2  
SERVICE OVERVIEW AND PROPOSAL  
SUBMITTAL REQUIREMENTS**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY  
100 CONSTITUTION PLAZA  
HARTFORD, CONNECTICUT 06103**

**DATED: SEPTEMBER 16, 2005**

*Cover sheet of CRRR RFP  
to privatize the Mid-CT  
Project*



**TAB 2**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**FOUR HUNDRED AND FORTY-SEVENTH      JUNE 18, 2009**

A Regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, June 18, 2009, at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors:     David Damer  
                  Alan Desmarais  
                  Michael Jarjura  
                  Timothy Griswold  
                  Mark Lauretti  
                  Theodore Martland  
                  Linda Savitsky  
                  Steve Edwards, Bridgeport Project Ad-Hoc  
                  Warren Howe, Wallingford Project Ad-Hoc  
                  Geno Zandri, Jr., Wallingford Project Ad-Hoc

Present from CRRA management:

Tom Kirk, President  
Jim Bolduc, Chief Financial Officer  
Dave Bodendorf, Senior Environmental Engineer  
Peter Egan, Director of Environmental Affairs  
Laurie Hunt, Director of Legal Services  
Trevor Nichols, Senior Operations Analyst  
Marianne Carcio, Executive Assistant  
Moira Kenney, Secretary to the Board/Paralegal

Also present were: Brian Anderson of Council 4 AFSCME; and Jim Sandler of Sandler and Mara.

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

**PLEDGE OF ALLEGIANCE**

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

## **PUBLIC PORTION**

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

Mr. Anderson, the legislative representative for Council 4 AFSCME said that he was present to ask for a correction in the minutes of the May 28, 2009, CRRA Board meeting which he alleged do not accurately reflect what he said at that meeting. Copies of his corrections are attached as "Exhibit A".

Chairman Pace said that the Board Secretary will review the public portion of the minutes and make any necessary corrections.

Director Savitsky asked Mr. Anderson to clarify which documents he is referring to in the last paragraph when it asks, "that the documents that I submitted, responding to your April 30 letter, be attached to and included with the minutes". He explained he was referring to the document he had handed out at the last meeting.

Chairman Pace suggested tabling the motion to approve the minutes. Director Savitsky agreed and noted the motion to table will provide clarification on the issue raised.

Director Desmarais asked if the hand written notes on the documents Mr. Anderson had distributed were part of the record. Mr. Anderson said those notes were his and are part of the original documents that he submitted at the May 28, 2009, Board meeting.

Director Savitsky asked that the corrected minutes of the May 28, 2009, Board meeting be sent to the Board members prior to inclusion in the July Board package for any necessary edits.

## **MOTION TO TABLE THE MINUTES OF THE MAY 28, 2009, REGULAR BOARD MEETING**

Chairman Pace requested a motion to table the minutes of the May 28, 2009, Regular Board Meeting. Director Martland made a motion to table the minutes, which was seconded by Director Jarjura.

The motion to table the minutes was approved unanimously by roll call.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford	X		
Geno Zandri	X		

### **FINANCE COMMITTEE UPDATE**

Director Savitsky said she would like to report that the Finance Committee in its capacity as the Audit Committee has met with the new auditors. She said a discussion ensued where introductions and clarifications on statutory requirements were addressed. Director Savitsky said that subsequent to this the auditors met with Mr. Bolduc and management to discuss the audit process.

Mr. Bolduc said that management met with the auditors to discuss the first steps of the auditing process. He said the first step will be taking inventory at the MDC facility to review the physical inventory, perform observations, and work with MDC to review records. Mr. Bolduc said in mid-July the auditors will be in for several weeks to begin the in-depth audit.

Mr. Bolduc said the key managing partners for the audit met with management to review items pertaining to the audit such as litigation and the contingency obligations. He said the target date for the preliminary audit is early September for availability to the Finance Committee and later in September for the review and acceptance from the full Board.

Director Savitsky said that the Finance Committee (acting as the Audit Committee) had made it clear to the auditing firm what the lines of communication will be and noted that the Committee will continue to closely monitor the firm over the summer due especially in consideration of the early delivery date on the report.

Director Savitsky said that the resolution following was discussed at length by the Finance Committee.

### **RESOLUTION REGARDING CERTAIN MID-CONNECTICUT PROJECT RESERVES**

Chairman Pace requested a motion to approve the above referenced motion. Director Lauretti made the motion, which was seconded by Director Damer.

**WHEREAS:** The Authority has determined that the Mid-Connecticut Project Facility Modification Reserves needs additional funds to cope with current expenditures and to alleviate the projected Reserve deficit: and

**WHEREAS,** The Authority has reevaluated the Post Litigation Expenses Reserve has determined that the Reserve can be reduced; now therefore be it

**RESOLVED:** That \$1.218 M be transferred from the Post Litigation Expenses Reserve to the Facility Modification Fund to alleviate the estimated Fund deficit.

Mr. Bolduc said that CRRA funds capital expenditures out of the facility modification reserve. He said there was a lot of activity this year and the back-up to the resolution explains why roughly \$1.2 million in additional dollars was needed for the facility modifications. Mr. Bolduc said one of the larger items (which was more expensive than originally estimated) was the ash-load out facility as the building had to be modified to accommodate larger trucks for ash deposits.

Mr. Bolduc said management has made some changes in order to provide pre-signals of budget overages which include the development of a capital expenditure form to identify funds in the budget as well as the addition of a contingency in the FY'10 budget. He said when construction for the year was begun the construction dollars for the MDC budget should have come out of this account and set aside, this will occur in FY'10. Mr. Bolduc said that in addition some items were postponed to try and mitigate the need for additional cash.

Mr. Bolduc said that management is recommending moving the \$1.2 million from the post-litigation reserve to fund costs associated with pursuing the global settlements, leaving approximately \$700,000 in the account to fund litigation. He explained the post-litigation is an unrestricted Board designated reserve and requires Board approval to move.

Chairman Pace said that the bulky waste shredder is a volume reduction. He said the conveyor modification represents \$1.1 million of the needed \$1.9 million for capital expenditures and stated for the record these numbers are not a surprise.

Director Savitsky said that because this is a Board designated reserve, based on the evaluation which has been done it has been determined that there are sufficient funds from the post-litigation reserve to fund the facility modifications. She said there was a healthy discussion by the Finance Committee on a go forward basis on how to manage these expenditures to avoid running negative suddenly at the year end. Director Savitsky said the Finance Committee feels confident the steps put into effect will manage this issue.

Director Griswold asked if the \$700,000 remaining in the post-litigation reserve is sufficient. Director Savitsky said that at this time the Finance Committee feels confident that the figure is sufficient.

Chairman Pace said the management will need to work closely with CRRA's attorneys to mitigate expenses moving forward and that discussion with those firms have taken place informing them of the situation. He said CRRA has a distinct obligation to keep this plant viable moving forward.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**POLICIES & PROCUREMENT COMMITTEE**

**RESOLUTION REGARDING PROPERTY APPRAISAL SERVICES**

Chairman Pace requested a motion to approve the above referenced motion. Director Martland made the motion, which was seconded by Director Damer.

**RESOLVED:** That the President is hereby authorized to enter into contracts with the following firms for Property Appraisal Services, substantially as discussed and presented at this meeting:

- Appraisal Economics Inc;
- CB Richard Ellis – N.E. Partners, LP; and
- George E. Sansoucy, P.E., LLC

Director Martland said that are a number of issues which will require the services of a property appraiser. He said that management is recommending the creation of a stable of appraisers to call upon as needed.

Mr. Kirk said that CRRA has used appraisers routinely in the past with enough frequency that maintaining a stable for those services is prudent. He said that spending will be done per CRRA’s policies and procedures, however a stable allows for pre-qualified providers to be easily available.

Director Damer said that although the recommended firms are pre-qualified any expenditure over \$50,000 will still come to the Board for specific approval.

Chairman.Pace said that establishing the stable does not constitute a financial commitment.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**RESOLUTION REGARDING TRANSFER STATION HOST COMMUNITY AGREEMENT**

Chairman Pace requested a motion to approve the above referenced motion. Director Martland made the motion, which was seconded by Director Savitsky.

**RESOLVED:** That the President of CRRA is authorized to execute the Transfer Station Host Community Agreement for the Town of Ellington, Connecticut, substantially as presented and discussed at this meeting.

Director Damer said that management has negotiated several transfer station host community agreements. He said this agreement will be consistent with those existing agreements. Director Damer said that there is one agreement still outstanding and this resolution will finalize the third out of the planned four.

Chairman Pace asked Mr. Egan to speak to the effort to negotiate a transfer station agreement with Essex. Mr. Egan said that CRRA and Essex have not had detailed discussions, and that CRRA would be contacting Essex now that the Ellington agreement is completed.

Director Griswold asked what the town of Ellington will be getting now versus what they will get pro-forma. Mr. Kirk said that the pro-forma (along with some other pre-existing conditions) is 50 cents a ton.

Mr. Egan said that based on the agreement put in place in 2000 they get \$2.50 for East Windsor waste. He said that the new agreement will provide for 50 cents per ton for all waste which will provide more revenue to Ellington than what they have received for just East Windsor waste, and places the town on par with what is paid to Torrington and Watertown. Mr. Egan said that this payment was budgeted.

Mr. Egan said that management plans to arrange a meeting with the Town of Essex to conclude an agreement. He said that there are several variables as Essex already receives two other host community benefits.

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

Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**RESOLUTION REGARDING THE INSTALLATION OF A LANDFILL CAP OVER A PORTION OF THE PHASE 1 ASH AREA AT THE HARTFORD LANDFILL**

Chairman Pace requested a motion to approve the above referenced motion. Director Martland made the motion, which was seconded by Director Desmarais.

**RESOLVED:** That the President is hereby authorized to execute an agreement with David G. Roach & Sons, Inc. to install a landfill cap over approximately 12 acres of the Phase 1 Ash Area at the Hartford Landfill, substantially as presented and discussed at this meeting.

Mr. Kirk said that this is a substantial expenditure concerning 12 acres of the ash section of the landfill. He said it is time to release this contractor and that the project is on budget and proceeding as planned.

Chairman Pace said that the landfill looks great and commended management for a job well done. Mr. Bodendorf said the City of Hartford is happy with CRRA’s progress. He explained that the City has a Committee which is looking at potential future uses for the landfill. Mr. Bodendorf said management has been at the site with the Committee on several occasions and that the Committee is very happy with how the site looks.

Mr. Bodendorf said last year 7.2 acres of the ash area was finished. He said that this project will completely close off the lined ash area which is about 18 acres all together. Mr. Bodendorf said



that CRRA is also under contract for 45 acres of the main landfill which is about half completed and is expected to be completed by the end of the season. Mr. Bodendorf said that after this year there should be about 33 acres remaining to cap at the Hartford landfill the construction of which will take place in 2010, and possibly into 2011. Mr. Bodendorf said that after that the cap will be complete and CRRA will be into the 30 year post-closure care period.

Chairman Pace asked if the landfill will have grass and wildflowers growing after the capping is complete to make it look more attractive. Mr. Bodendorf said a wildflower mix has not been included and can certainly be discussed as a possibility with the current contractor and also for the West Slope.

Director Martland asked when the landfill is capped if the type of soil put on the landfill drains excessively. Mr. Kirk said that the choice of vegetation needs to have the correct root structure to hold the soil in place. He said the decision to plant wildflowers is ultimately the choice of the City of Hartford and that he is hopeful they will be in favor of wildflower mixes. Mr. Kirk said the soil is the right mix to support vegetation.

Director Desmarais said that this is not the optimum time to plant grass seed. Mr. Bodendorf said that is correct and that a provision in the current contract exists to provide an irrigation system if necessary. He said the establishment of vegetation on a three to one slope is very important.

Chairman Pace asked if there have been any problems at the landfill. Mr. Bodendorf said there had been a problem with the initial phase of the ash area where there was some slippage with the material that was placed. He explained the design was revised and the project was successfully completed by incorporating that change in the design which has increased the safety factor.

Director Desmarais said that management's recommendations for firms to be included in the stable are the three lowest from the eighteen bids that were submitted. He said the bids were all significantly under the estimates that TRC had come up with for doing the cap.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**RESOLUTION REGARDING A THREE YEAR MOWING SERVICES AGREEMENT FOR THE HARTFORD LANDFILL**

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

**RESOLVED:** That the President is hereby authorized to execute an agreement with Earthcare Service to provide mowing services at the Hartford Landfill, substantially as presented and discussed at this meeting.

Chairman Pace said that this resolution is for a three year agreement to mow the Hartford Landfill. He said that planting wildflowers would add ground coverage as well as provide an attractive aspect to the landfill capping. Mr. Kirk said that it is CRRA's responsibility to maintain the landfill from an engineering standpoint.

Mr. Bodendorf said that the contract doesn't require Earthcare to mow the landfill but rather provides CRRA the authority to request that it does so when necessary. He said that mowing is important to keep the thicker woody vegetation that can develop from growing as it has caused difficulties at other landfills by blocking out the growth of groundcover.

Director Desmarais asked where the funds for this resolution are coming from. Mr. Bolduc said that the cost for post-closure was partially coming out of the operating budget. He said that once the landfill is officially closed by the Connecticut Department of Environmental Protection (hereinafter referred to as the "DEP") the funds will come strictly from the post-closure reserve.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**RESOLUTION REGARDING COOPERATIVE SERVICES AGREEMENT BETWEEN THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICES/ WILDLIFE SERVICES**

Chairman Pace requested a motion to approve the above referenced motion. Director Martland made the motion, which was seconded by Director Damer.

**RESOLVED:** That the President is hereby authorized to execute an agreement with the United States Department of Agriculture Animal and Plant Health Inspection Services, for the control of nuisance birds at the Mid Connecticut Waste Processing Facility, substantially as presented and discussed at this meeting.

Director Damer said that this resolution approves a longstanding agreement that CRRA has with the United States Department of Agriculture Animal and Plant Health Inspection Services to monitor and control nuisance birds.

Mr. Kirk said the services are very effective. He noted that because there is no longer any MSW going to the Hartford landfill these services will only be needed at the Mid-Conn South Meadows facility. He said that due to timing issues this resolution was not brought to the Policies & Procurement Committee and was brought to the Board directly as a result.

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

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**EXECUTIVE SESSION**

Chairman Pace requested a motion to enter into Executive Session. The motion made by Director Savitsky and seconded by Director Jarjura was approved unanimously by roll call. Chairman

Pace requested that the following people remain for the Executive Session, in addition to the Board members:

Tom Kirk  
 Jim Bolduc  
 Laurie Hunt, Esq.

The Executive Session began at 10:40 a.m. and concluded at 11:23 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:23 p.m., the door 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.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**RESOLUTION REGARDING FY 2010 PROJECTED LEGAL EXPENDITURES**

Chairman Pace requested a motion to approve the above referenced motion. Director Jarjura made the motion, which was seconded by Director Lauretti.

**WHEREAS**, CRRA has negotiated three-year Legal Service Agreements with various law firms for the provision of legal services from July 1, 2008, through June 30, 2011; and

**WHEREAS**, CRRA now seeks Board authorization for projected legal expenditures during the second year of the term of said Agreements;

**NOW THEREFORE, it is RESOLVED:** That the following amounts be authorized for projected legal fees to be incurred during fiscal year 2010:

<u>Firm:</u>	<u>Amount:</u>
Brown Rudnick	335,000
Halloran & Sage	1,340,000
Pepe & Hazard	200,000

**AMENDMENT TO THE MOTION**

Director Martland offered an amendment to the motion. He asked that the funds for Halloran & Sage be reduced from \$1,340,000 to \$335,000 for the first quarter of the fiscal year. Director Savitsky said that this is with an understanding that Ms. Hunt will return to the Board prior to any change in the amount.

The motion to approve the resolution as amended and discussed was approved unanimously by roll call.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**EXECUTIVE SESSION**

Chairman Pace requested a motion to enter into Executive Session. The motion made by Director Jarjura and seconded by Director Damer was approved unanimously by roll call. Chairman

Pace requested that the following people remain for the Executive Session, in addition to the Board members:

Tom Kirk  
 Jim Bolduc  
 Laurie Hunt, Esq.

The Executive Session began at 11:38 a.m. and concluded at 12:15 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 12:16 p.m., the door 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.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**MOTION TO ADD AN ITEM TO THE AGENDA CONCERNING THE USE OF DEBT SERVICE STABILIZATION FUND**

Chairman Pace requested a motion to add an item to the agenda concerning the use of the debt service stabilization fund. Director Lauretti made the motion to add the item to the agenda, which was seconded by Director Jarjura.

The motion to add an item to the agenda was approved unanimously.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford	X		
Geno Zandri	X		

**USE OF DEBT SERVICE STABILIZATION FUND**

Chairman Pace requested a motion to approve the above referenced motion. Director Martland made the motion, which was seconded by Director Damer.

**WHEREAS**, on February 26, 2009, the Authority adopted a budget and established the tip fee for the Mid-Connecticut Project for fiscal year 2010 (“FY10”) at \$69.00 per ton; and

**WHEREAS**, in the months since the adoption of said budget, the Authority has received several requests for lower tip fees from Mid-Connecticut Project municipalities concerned over the impact of FY10 trash disposal costs on over-burdened municipal budgets and stressed taxpayers; and

**WHEREAS**, the State of Connecticut has not yet adopted a budget, begetting additional uncertainty and apprehension over the ultimate impact of the State budget on municipalities and taxpayers: and

**WHEREAS**, solid waste deliveries to the Mid-Connecticut Project are running below projected levels, due in part to the availability of temporary low cost alternatives, and the Authority is making every effort to address this matter from all angles; and

**WHEREAS**, the Authority continues to perform analyses of its Mid-Connecticut Project Reserves; and

**WHEREAS**, the Authority has funds reserved in the Debt Service Stabilization Fund expressly to mitigate projected tip fee increases in fiscal years 2011 and 2012 (“FY11” and “FY12”); and

**WHEREAS**, the balance in the Debt Service Stabilization Fund as of April 30, 2009 is \$4,829,602; and

**WHEREAS**, the use in FY 10 of the funds in the Debt Service Stabilization Fund would enable the Authority to provide a subsidy to customers of \$6.00 per ton; and

**WHEREAS**, in recognition of the impacts of the current economic crisis, and concern over tonnage diversions, the Authority believes that municipalities and taxpayers would receive a greater benefit from use of the reserved stabilization funds to provide a subsidy in FY10, even though the lack of such funds will result in higher tip fees in FY11 and FY12;

**NOW THEREFORE**, it is hereby

**RESOLVED:** That the Debt Service Stabilization Fund shall be used to provide a subsidy in the amount of \$6.00 per ton to all Mid-CT member solid waste customers for FY10, effective July 1, 2009; and

**FURTHER RESOLVED:** That at the request of any municipality, said municipality's subsidy shall not be credited against such municipality's FY 10 monthly invoices, but shall rather be retained by the Authority, and deposited in a restricted account; and

**FURTHER RESOLVED:** That any funds so deposited shall be identified as allocable to such requesting municipality and shall be held for the benefit of such municipality only and shall be protected from any other use; and

**FURTHER RESOLVED:** That such retained funds shall be used as a subsidy against each such requesting municipality's FY 11 monthly invoices.

Chairman Pace said the purpose of this resolution is to use the funds to provide relief to the Mid-Conn funds. He said that once this resolution is voted on he will ask Director Griswold to bring the resolution to the advisory council for its subsequent advice and consent.

The motion as amended and discussed was approved by roll call.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport	X		
Warren C, Howe, Jr., Wallingford	X		
Geno Zandri	X		



**EXECUTIVE SESSION**

Chairman Pace requested a motion to enter into Executive Session. The motion made by Director Jarjura and seconded by Director Damer was approved unanimously by roll call. Chairman Pace requested that the following people remain for the Executive Session, in addition to the Board members:

- Tom Kirk
- Jim Bolduc
- Laurie Hunt, Esq.

The Executive Session began at 12:20 a.m. and concluded at 12:55 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 12:55 p.m., the door 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.

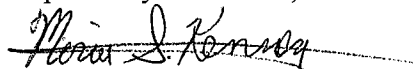
Directors	Aye	Nay	Abstain
Michael Pace, Chairman	X		
David Damer	X		
Alan Desmarais	X		
Timothy Griswold	X		
Michael Jarjura	X		
Mark Lauretti	X		
Theodore Martland	X		
Linda Savitsky	X		
<b>Ad-Hocs</b>			
Steve Edwards, Bridgeport			
Warren C, Howe, Jr., Wallingford			
Geno Zandri			

**ADJOURNMENT**

Chairman Pace requested a motion to adjourn the meeting. The motion made by Director Desmarais and seconded by Director Jarjura was passed unanimously.

The meeting was adjourned at 12:55 p.m.

Respectfully submitted,



Moira Kenney  
Secretary to the Board/Paralegal

## Council 4 AFSCME Testimony – CRRA, June 18, 2009

My name is Brian Anderson. I am a legislative representative for Council 4 AFSCME. I am here to ask for a correction of the minutes of the May 28 CRRA board meeting, which do not accurately reflect what I said at that meeting.

I ask that on page 3 of the minutes, in the 5<sup>th</sup> line of type, where it states that I said it looked like CRRA board members were calling the “MDC liars” that it be corrected to calling “Council 4 AFSCME liars.” In the eighth line of type on the same page, I ask that wording be changed from “MDC members’ pensions” to “union members’ pensions.” In the 24<sup>th</sup> line, of the same page, the minutes state I ask for an apology for the CRRA letter that says “MDC lied.” I ask that this be changed, because I did not say this. I asked that CRRA members apologize for sending a letter that charges that our “union lied.” Therefore, please make this correction. On the same line where the minutes refer to “MDC’s” hard-working members, please change it to the “union’s” hard working members. The minutes, without theses changes, are inaccurate.

I also request that the documents that I submitted, responding to your April 30 letter, be attached to and included with the minutes. This is important because it shows conclusive proof that CRRA did take action that it denied in that letter. Our union members also still await a correction of the inaccuracies in the letter and an apology for the “Goebbels” comment. Thank you for your consideration. I’d be happy to answer any questions.

Board  
**HANDOUT**

JUN 18 2009

FROM: Brian Anderson

lost. He explained the 70 member towns paid with the money that CRRA wanted to give back to them. Director Lauretti said if the member towns had taken CRRA's lead they would have gotten 100% of every nickel recovered back.

Mr. Anderson said having read through a transcript of the April 23, 2009, Board meeting that the comments very much looked like folks were calling MDC liars. He said responding to that letter MDC clearly spells out with CRRA's own document that CRRA tried to privatize the Mid-Connecticut Project, cut the MDC small cost of living allowance, and is trying to separate itself from the responsibility for MDC's members' pensions. He said he and Mr. Bironi are present to protect the 99 jobs of their members and to try to get back the 26 transportation jobs that went to a company which has run itself in an unbelievably bad manner. Mr. Anderson said he does not understand why that contract continues to be renewed and that he does not believe that contract has ever been bid out. Mr. Anderson said an apology is second and that protecting their members and the services which they provide is primary.

Director Desmarais said that he thinks he was just called unreasonable. He said he did vote for the resolution to which Mr. Anderson referred, and that the intent was for MDC to have discussions with CRRA. He said this is a negotiation process subject to merit and that neither CRRA nor MDC can take away those raises. He said that the two can talk. Director Desmarais asked if Council 4 represents any other towns that have given concessions this year.

Mr. Anderson replied yes.

Director Desmaris said that the intention was for discussion to take place and that he strongly objects to being called unreasonable.

Mr. Anderson said that he was called a Nazi liar and that he did not hear an apology for referring to a labor union as a Nazi sympathizing organization and he does not hear an apology for a letter that basically says that MDC lied about the fact that CRRA tried to cut the COLAs of MDC's hard-working members.

#### **APPROVAL OF THE MINUTES OF THE APRIL 23, 2009, REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the April 23, 2009, Regular Board Meeting. Vice-Chairman O'Brien made a motion to approve the minutes, which was seconded by Director Savitsky.

The minutes were approved as amended and discussed by roll call.

**TAB 3**

## **RESOLUTION REGARDING FUNDING OF SHELTON LANDFILL POST CLOSURE RESERVE**

WHEREAS, On July 1, 2009 the Connecticut Department of Environmental Protection (CTDEP) issued a tentative determination and a draft permit for a stewardship permit for the Shelton landfill which required a 15% contingency be added for the entire landfill due to the presence of a hazardous waste cell located within the Shelton landfill; and

WHEREAS, CRRA reviewed the assumptions for the reserve earnings rate and the annual inflation rate and adjusted these rates to account for present economic conditions; and

WHEREAS, Certain work pertaining to the Shelton landfill estimated at \$60,000 was scheduled to be completed in Fiscal Year 2009 and will now be completed in Fiscal Year 2010;

NOW, THEREFORE, it is

**RESOLVED:** that to meet the additional funding requirements, \$1,360,000 be transferred from the Bridgeport Project Operating Account to the Shelton Landfill Post Closure Reserve STIF.

# SHELTON LANDFILL POSTCLOSURE RESERVE

**UPDATED**

6/30/2009

Reserve Earnings Rate Assumption: 3.92%  
 Annual Inflation Rate Assumption: 2.81%  
 1.11%

Fiscal Year	Post Year	Reserve Opening Balance	Reserve Contributions	Estimated Reserve Interest	Estimated Current Costs	Inflation Adjusted Costs	Reserve Closing Balance
08	7	\$ 6,902,547	\$ 3,815,000 (a)	\$ 384,295	\$ -	\$ -	\$ 11,101,842
09	0	\$ 11,101,525	\$ 300,000 (b)	\$ 435,180	\$ -	\$ -	\$ 11,836,705
10	1	\$ 11,836,705	\$ 1,360,000	\$ 463,999	\$ 806,250	\$ 828,906	\$ 12,831,798
11	2	\$ 12,831,798	\$ -	\$ 503,006	\$ 826,350	\$ 873,443	\$ 12,461,361
12	3	\$ 12,461,361	\$ -	\$ 488,485	\$ 885,550	\$ 962,319	\$ 11,987,527
13	4	\$ 11,987,527	\$ -	\$ 469,911	\$ 673,550	\$ 752,508	\$ 11,704,930
14	5	\$ 11,704,930	\$ -	\$ 458,833	\$ 693,550	\$ 796,626	\$ 11,367,137
15	6	\$ 11,367,137	\$ -	\$ 445,592	\$ 1,204,050	\$ 1,421,859	\$ 10,390,869
16	7	\$ 10,390,869	\$ -	\$ 407,322	\$ 688,550	\$ 835,955	\$ 9,962,236
17	8	\$ 9,962,236	\$ -	\$ 390,520	\$ 612,400	\$ 764,395	\$ 9,588,361
18	9	\$ 9,588,361	\$ -	\$ 375,864	\$ 612,400	\$ 785,875	\$ 9,178,349
19	10	\$ 9,178,349	\$ -	\$ 359,791	\$ 625,400	\$ 825,109	\$ 8,713,031
20	11	\$ 8,713,031	\$ -	\$ 341,551	\$ 600,900	\$ 815,063	\$ 8,239,519
21	12	\$ 8,239,519	\$ -	\$ 322,989	\$ 600,400	\$ 837,269	\$ 7,725,240
22	13	\$ 7,725,240	\$ -	\$ 302,829	\$ 600,400	\$ 860,796	\$ 7,167,273
23	14	\$ 7,167,273	\$ -	\$ 280,957	\$ 600,400	\$ 884,985	\$ 6,563,245
24	15	\$ 6,563,245	\$ -	\$ 257,279	\$ 620,400	\$ 940,161	\$ 5,880,363
25	16	\$ 5,880,363	\$ -	\$ 230,510	\$ 600,900	\$ 936,199	\$ 5,174,675
26	17	\$ 5,174,675	\$ -	\$ 202,847	\$ 615,400	\$ 985,731	\$ 4,391,791
27	18	\$ 4,391,791	\$ -	\$ 172,158	\$ 600,400	\$ 988,729	\$ 3,575,221
28	19	\$ 3,575,221	\$ -	\$ 140,149	\$ 598,688	\$ 1,013,613	\$ 2,701,756
29	20	\$ 2,701,756	\$ -	\$ 105,909	\$ 580,500	\$ 1,010,437	\$ 1,797,227
30	21	\$ 1,797,227	\$ -	\$ 70,451	\$ 571,000	\$ 1,021,830	\$ 845,848
31	22	\$ 845,848	\$ -	\$ 33,157	\$ 427,875	\$ 787,218	\$ 91,788
			\$ 5,475,000	\$ 7,643,586	\$ 14,645,313	\$ 19,929,028	

(a) Includes \$3.0 million received in November 2007 from Bond Commission and \$815k returned

(b) Funds to be transferred from the Shelton Landfill Future Use Reserve

**TAB 4**

**RESOLUTION REGARDING THE FUNDING OF THE  
BRIDGEPORT POST PROJECT RESERVE AND BRIDGEPORT  
RISK RESERVE**

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

WHEREAS, upon its review, the Authority has determined the initial funding amounts for these reserves.

NOW, THEREFORE, it is

RESOLVED: that two separate and distinct Short Term Investment Funds ("STIF") administered by the Office of the Connecticut State Treasurer be established for these two reserves; and

RESOLVED: That \$725,000 be transferred from Bridgeport project subaccount STIF account to the following STIF accounts:

\$625,000 to the Bridgeport Post Project Reserve STIF account

\$100,000 to the Bridgeport Risk Reserve STIF account



## EXECUTIVE SUMMARY

This document summarizes the status of the disposition of the Bridgeport Project and Management's recommendation for suitable, adequate and prudent cash reserves.

The Bridgeport Project concluded on December 31, 2008 upon the expiration of the Municipal Solid Waste Management Services Agreements. Since that time, the Authority has finalized a number of items relating to the project including:

- Transfer of facility to Wheelabrator, including entering into the First Amendment and Renewal of Site Lease on December 31, 2008,
- Transfer of transfer stations occurred during January and May 2009.
- Closure of two project bond series including releases of the two bond indentures from the Trustee (received on April 17, 2009), UCC Termination filings, final arbitrage rebate reports and arbitrage rebate filings with the IRS (executed in January and March 2009). Rating agency bond rating terminations occurred in June 2009.
- All remaining funds held by the trustee were accounted for during March and April 2009. All trustee accounts were closed with the exception of the Waterbury Landfill Trust (June 2009 balance: \$174,218), which will remain open pending determination by the Connecticut DEP of its continued need. It is expected this will occur in the fall of 2009. Once DEP rules that this Trust is no longer necessary, funds will be transferred to the Waterbury Post Closure Reserve.
- The Authority's independent outside auditor – Carlin, Charron & Rosen – expects to complete its final review of the Bridgeport project's financial status by the first week of August 2009.
- SWEROC's fiscal year 2008 audit has been completed.
- Ongoing processing of Accounts Payable, Accounts Receivable, collection, billings and final reconciliation of funds is continuing and is expected to be completed by July 31, 2009.

A number of issues remain to be conclusively settled before a final accounting and balance sheet are developed and a distribution of any excess funds occurs. These issues are included in this document. As a result, a portion of the remaining funds need to be set aside and made available according to the resolution outlined. Going forward, a quarterly review will be undertaken and funds released and/or utilized as issues are resolved or closed out.

## BRIDGEPORT – POST PROJECT RESERVE

Item:	Description:	Exposure/ Amount:	Resolution:	Milestone Dates:
<b>Bond Counsel costs</b>	Pullman & Comley legal work (UCC terminations, indenture releases, etc.)	\$8,000	Awaiting invoices	August 09
<b>Combe Fill South</b>	Federal and State actions against the Municipal Group (including CRRRA) are complete. CRRRA has paid approximately \$100K.	*	Likelihood unknown but small that any future claims by settling parties will occur. Insurance will only pay 2/3 of claims	
<b>RTC Dispute</b>	Bankruptcy – dispute over any items remaining on site at the Shelton Landfill – Butler Building	*	Pending review	Expect to finalize FY2010
<b>Waterbury Landfill Closure</b>	TRC Closure Certification Report	\$17,332	Awaiting DEP Certification	
	TRC Engineering	5,977		
	Retainage	24,405		
	Groundwater Monitoring	4,500		
	Install GW Well	5,000		
	Mowing	3,000		
	CRRRA Engineering & Environmental	4,732		
	TOTAL:	\$64,946		
<b>Waterbury Land sale potential</b>	Sale of 12 acres of unused Waterbury landfill to be decided once DEP certifies the landfill closed and acceptable sale price is negotiated.	Legal: * Insurance: \$72,000 (\$36K/yr until sold) Miscellaneous: \$25,000	Pending DEP certification and timing	
<b>Outstanding Receivables</b>	Potential settlement of Accounts Receivable – City Carting and All American Waste **	\$130,000	May require resolution in court	
<b>Auditor</b>	Payment due to outside auditor for independent review of financial statements for Bridgeport	\$7,000	Awaiting review completion	
<b>Insurance (Pollution)</b>	Transfer Station legacy costs (five years)	\$150,000		
<b>Administrative</b>	General Administrative costs for completing all items on this list	\$50,000		

**Total: \$625,000**

\* Total Legal Costs are \$118,000.

\*\* Pursuit of City of Bridgeport and Town of East Haven Accounts Receivables balances of \$467,499 and \$175,106, respectively. In addition, CRRRA awaits invoice from City of Bridgeport for transfer station subsidies (approximately \$145,000).

NOTE: Stratford Recycling Capital Reserve (CRRRA/SWEROC/FCR Settlement): \$642,000 as of 7/1/09. Distribution to be resolved by Legal.

**BRIDGEPORT – RISK PROJECT RESERVE**

<b>Item:</b>	<b>Description:</b>	<b>Exposure/ Amount:</b>	<b>Resolution:</b>	<b>Milestone Dates:</b>
<b>Milford Transfer Station Claim</b>	Man sustained serious injury after falling at the TS	Insurance Deductible: \$50,000	Parties in suit all in one case (Wheelabrator, Enviro, CRRRA and Town of Milford)	
<b>Contingency Claim</b>	In general, claims are usually filed within two years of occurrence, but can be up to three years.	Insurance Deductible: \$50,000	Unknown	1/1/2012

**Total: \$100,000**

# TAB 5

**RESOLUTION REGARDING THE ADOPTION OF  
THE FISCAL YEAR 2010 GARBAGE MUSEUM  
OPERATING BUDGET**

**WHEREAS:** The Garbage Museum has collected a total of \$99,000.00 from admission fees and museum tours, donations and grants, and fundraising activities; and

**WHEREAS:** The Garbage Museum will receive a fund transfer of \$100,000.00 from Southwestern Connecticut Regional Recycling Operating Committee (SWEROC) as approved at their July 8, 2009 meeting; therefore be it

**RESOLVED:** That the fiscal year 2010 Garbage Museum Operating budget totaling \$199,000.00 be adopted as presented at this meeting.

# GARBAGE MUSEUM

## REVENUE & EXPENDITURE SUMMARY

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>PROPOSED FY10</b>
<b>REVENUES</b>		
35-001-000-45150	Gift Shop Sales	\$ 3,000
35-001-000-45201	Admission Fees/Museum Tours	\$ 40,000
35-001-000-45202	Fundraising	\$ 3,000
35-001-000-45203	Donations & Grants	\$ 53,000
35-001-000-xxxxx	SWEROC Fund Transfer	\$ 100,000
	<b>Total Revenues</b>	<b>\$ 199,000</b>
<b>EXPENDITURES</b>		
35-001-508-52101	Postage & Delivery Fees	\$ 500
35-001-508-52118	Marketing & Public Relations	\$ 25,000
35-001-508-52202	Office Supplies	\$ 500
35-001-508-52203	Educational Supplies	\$ 5,000
35-001-508-52355	Mileage Reimbursement	\$ 3,000
35-001-508-52404	Building Operations	\$ 14,000
35-001-508-57840	Allocation - Salaries & Benefits	\$ 131,000
35-001-508-57850	Allocation - Overhead	\$ 20,000
	<b>Subtotal</b>	<b>\$ 199,000</b>
	<b>Total Expenditures</b>	<b>\$ -</b>

**TAB 6**

**DRAFT RESOLUTION REGARDING DISTRIBUTION OF  
RECYCLING REBATES TO MID-CONNECTICUT PROJECT  
MEMBER MUNICIPALITIES**

**WHEREAS**, The Authority has encouraged member municipalities to recycle to the maximum extent possible by not charging a tipping fee for the acceptance of recyclables at the Authority's regional recycling facilities since commencing operations; and

**WHEREAS**, The Authority spent \$3 million to install single-stream sorting equipment at its Mid-Connecticut Project Regional Recycling Center with the expectation that single-stream recycling would increase recycling in its member cities and towns; and

**WHEREAS**, Mid-Connecticut Project cities and towns delivered more than 79,000 tons of recyclables in FY 2009; and

**WHEREAS**, While recycling tonnages decreased from year to year in the remainder of the state, the Mid-Connecticut Project cities and towns delivered approximately 81,000 tons of recyclables in FY 2009, an increase of about 2%; and

**WHEREAS**, The Board of Directors adopted the FY 2009 Mid-Connecticut Budget that included a \$10.00 per ton rebate provision for member municipalities based on the amount of acceptable recyclable tons annually delivered; and

**WHEREAS**, Despite the unfavorable commodity market conditions, the Mid-Connecticut Project Regional Recycling Center operations generated sufficient revenues in excess of expenses to rebate \$5.00 per ton delivered by the municipalities; now therefore be it

**RESOLVED:** That the Board of Directors approves the use of approximately \$405,000.00 to provide a \$5.00 per ton rebate to the municipalities based on their pro-rata share of acceptable recycling tonnage delivered to the Mid-Connecticut Regional Recycling Center system.



**MID-CONNECTICUT RECYCLING TONNAGE AND REBATE FOR FY09**

Municipality	TONS	Rebate Amount
AVON Total	2,123.230	\$ 10,616.15
BEACON FALLS Total	320.320	\$ 1,601.60
BETHLEHEM Total	329.480	\$ 1,647.40
BLOOMFIELD Total	1,366.120	\$ 6,830.60
BOLTON Total	487.960	\$ 2,439.80
CANTON Total	940.410	\$ 4,702.05
CHESTER Total	301.270	\$ 1,506.35
CLINTON Total	748.770	\$ 3,743.85
COLEBROOK Total	158.440	\$ 792.20
CORNWALL Total	178.050	\$ 890.25
COVENTRY Total	1,267.530	\$ 6,337.65
CROMWELL Total	1,320.950	\$ 6,604.75
DEEP RIVER Total	282.440	\$ 1,412.20
EAST GRANBY Total	250.870	\$ 1,254.35
EAST HAMPTON Total	1,023.560	\$ 5,117.80
EAST HARTFORD Total	1,993.220	\$ 9,966.10
ELLINGTON Total	1,240.640	\$ 6,203.20
ENFIELD Total	3,017.000	\$ 15,085.00
ESSEX Total	664.790	\$ 3,323.95
EAST WINDSOR Total	728.430	\$ 3,642.15
FARMINGTON Total	2,221.200	\$ 11,106.00
GLASTONBURY Total	4,342.310	\$ 21,711.55
GOSHEN Total	277.220	\$ 1,386.10
GRANBY Total	1,170.970	\$ 5,854.85
GUILFORD Total	1,442.380	\$ 7,211.90
HADDAM Total	493.010	\$ 2,465.05
HARTFORD Total	3,583.100	\$ 17,915.50
HARWINTON Total	451.840	\$ 2,259.20
HEBRON Total	884.760	\$ 4,423.80
KILLINGWORTH Total	592.760	\$ 2,963.80
LITCHFIELD Total	660.920	\$ 3,304.60

Municipality	TONS	Rebate Amount
MADISON Total	1,655.700	\$ 8,278.50
MANCHESTER Total	3,792.340	\$ 18,961.70
MARLBOROUGH Total	499.710	\$ 2,498.55
MIDDLEBURY Total	870.620	\$ 4,353.10
NAUGATUCK Total	1,534.740	\$ 7,673.70
NORTH BRANFORD Total	829.610	\$ 4,148.05
NORTH CANAAN Total	230.700	\$ 1,153.50
NEWINGTON Total	2,206.600	\$ 11,033.00
NORFOLK Total	184.550	\$ 922.75
OLD SAYBROOK Total	1,169.250	\$ 5,846.25
OXFORD Total	734.810	\$ 3,674.05
PORTLAND Total	823.690	\$ 4,118.45
ROCKY HILL Total	1,390.270	\$ 6,951.35
ROXBURY Total	220.310	\$ 1,101.55
RRDD#1 Total	1,930.840	\$ 9,654.20
SHARON/SALISBURY Total	1,024.720	\$ 5,123.60
SIMSBURY Total	2,686.290	\$ 13,431.45
SOUTHBURY Total	1,718.690	\$ 8,593.45
SUFFIELD Total	1,084.570	\$ 5,422.85
SOUTH WINDSOR Total	2,341.480	\$ 11,707.40
THOMASTON Total	422.280	\$ 2,111.40
TORRINGTON Total	1,986.730	\$ 9,933.65
VERNON Total	2,040.950	\$ 10,204.75
WATERBURY Total	3,180.060	\$ 15,900.30
WATERTOWN Total	1,279.260	\$ 6,396.30
WESTBROOK Total	372.730	\$ 1,863.65
WETHERSFIELD Total	2,120.380	\$ 10,601.90
WEST HARTFORD Total	6,091.980	\$ 30,459.90
WINDSOR LOCKS Total	921.850	\$ 4,609.25
WOODBURY Total	743.640	\$ 3,718.20

**Grand Total 80,953.300 404,766.500**

**TAB 7**

**RESOLUTION REGARDING RATIFICATION OF EMERGENCY  
PROCUREMENT CONTRACTS**

**RESOLVED:** That the CRRA Board of Directors ratifies two (2) emergency procurements as substantially presented and discussed at this meeting.

## Emergency Procurement Contracts

*July 23, 2009*

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

### **2.2.12 “Emergency Situation”**

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

### **5.10 Emergency Procurements**

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

## Emergency Procurements

<u>Date</u>	<u>Description</u>	<u>Contract Value</u>	<u>Vendor</u>
6/11/2009	FY09 - Emergency contract for the Export and Disposal of Municipal Solid Waste from the Mid-CT Project on an as-needed basis. Term from May 1st through May 25th.	\$159,451.56	Complete Disposal Co., Inc.
6/30/2009	FY10 - Emergency contract for the Export and Disposal of Municipal Solid Waste from the Mid-CT Project on an as-needed basis. Term from June 29 <sup>th</sup> through July 31 <sup>st</sup> .	\$455,000.00	Complete Disposal Co., Inc.

# Memorandum

**To:** Tom Kirk, CRRA President  
**From:** John Romano, Project Manager  
**CC:** Mike Tracey, Operations Director  
**Date:** June 11, 2009  
**Re:** Emergency Authorization for Waste Export

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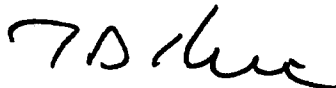
This is to inform you of an emergency waste export which took place at the Mid Connecticut Project due to unscheduled down time occurring at the Power Block Facility. The waste exports began the week of May 1, 2009 and continued for 3 weeks using Complete Disposal.

The procedure for export of waste typically occurs through Board approved hauler export contracts that CRRA had in place with specific haulers at a predetermined transportation and disposal fees. Due to a provision that provides this service in the new ash and residue hauling contract with Waste Management, CRRA did not renew the hauler export contracts in FY 09. However CRRA was concerned about both the quantity of waste and the short notice to Waste Management and felt at least one addition vendor would be prudent to ensure our customers continue to receive efficient service. Fortunately, CRRA staff was able to contract with a hauler to perform the same export service at a substantial savings compared to Waste Management's rate.

As a result of these required exports, Complete Disposal was directed to remove approximately 800 tons per week from the CRRA Ellington Transfer Station to their out-of-state facility in South Hadley, Massachusetts at a T&D cost of \$65 per ton. The total cost of this service was \$159,451.56. The savings to CRRA by using Completion Disposal was approximately \$16,300.00.

The operations group is planning to solicit a Request for Services for companies to provide transportation and disposal cost for exporting waste from the Mid Connecticut Project. This process will insure that the operation group has the flexibility to schedule exports of waste as needed at the best cost to CRRA.

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



---

Thomas D. Kirk  
President, Duly Authorized

# Memorandum

**To:** Tom Kirk, CRRA President  
**From:** John Romano, Project Manager  
**CC:** Mike Tracey, Operations Director  
**Date:** June 30, 2009  
**Re:** Emergency Authorization for Waste Export

---

This is to inform you of an emergency waste export which is taking place at the Mid Connecticut Project due to scheduled and unscheduled down time occurring at the Power Block Facility. The waste exports began on Monday June 29, 2009 and will continue through the month of July using Complete Disposal.

The procedure for export of waste typically occurs through Board approved hauler export contracts that CRRA has in place with specific haulers at predetermined T&D fees. Due to a provision in the new ash and residue hauling contract with Waste Management that provides this service, CRRA did not renew the hauler export contracts in FY09. However, CRRA was concerned about the relatively higher costs of that contract and the quantity of waste needed to be diverted. Therefore, management decided that at least one additional vendor would be prudent to ensure that the Mid-Connecticut Project's waste flows are properly managed at the most competitive price. Fortunately, CRRA management was able to contract with a hauler to perform the same export service at a substantial savings compared to Waste Management.

As a result of these required exports, Complete Disposal was directed to remove approximately 1,400 tons per week (for 5 weeks) from the CRRA Ellington Transfer Station to their disposal location in South Hadley, Massachusetts at a T&D cost of \$65 per ton. The total cost of this service is estimated to be \$455,000. The savings to CRRA by using Complete Disposal is approximately \$46,550.

The operations group is planning to solicit a Request for Services for companies to provide transportation and disposal quotes for exporting waste from the Mid Connecticut Project. This process will ensure that the operations group has the flexibility to schedule exports of waste as needed at the best cost to CRRA.

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



Thomas D. Kirk  
President, Duly Authorized

**TAB 8**



**RESOLUTION REGARDING DOZER COMPACTION SERVICES  
FOR THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY**

**RESOLVED:** That the President, in accordance with the Connecticut Resources Recovery Authority's Procurement Policies and Procedures, is hereby authorized to execute an agreement with Tabacco and Son Builders, Inc for dozer compaction services at the Mid-Connecticut Waste Processing Facility, substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority**

**Contract Summary for Contract Entitled**

**Dozer Compaction Services  
At The  
Mid-CT Waste Processing Facility**

**July 23, 2009**

Presented to the CRRA Board on:	July 23, 2009
Vendor/ Contractor(s):	Tabacco and Son Builders, Inc
Effective date:	July 1, 2009
Contract Type/Subject matter:	DAS Contractor
Facility (ies) Affected:	Mid-Connecticut Waste Processing Facility
Original Contract:	None (this is initial contract)
Term:	July 1, 2009- June 30, 2010
Contract Dollar Value:	\$ 50.00/ Hour
Estimated Total Dollar Value: @ 2000 Hours	\$ 100,000.00
Amendment(s):	Not applicable
Scope of Services:	Dozer Compaction Services
Other Pertinent Provisions:	None
Budget:	Activity to be funded from the FY2010 WPF Operating budget

# **Connecticut Resources Recovery Authority Mid-Connecticut Project**

## **Dozer Compaction Services Mid-Connecticut Waste Processing Facility**

*July 23, 2009*

### **Executive Summary**

CRRA uses dozer compaction services on an as needed basis to compact municipal solid waste (“MSW”) on the tip floor at the Mid-Connecticut Waste Processing Facility (“WPF”) and refuse derived fuel (“RDF”) in the RDF storage hall at the WPF. CRRA has a dozer available to perform such services, but the Metropolitan District Commission (“MDC”) does not have personnel available to operate the dozer.

This is to request approval by the CRRA Board of Directors for the President to enter into an agreement with Tabacco and Son Builders, Inc for the 12-month period from July 1, 2009 through June 30, 2010 to provide a dozer operator on an on-call basis to conduct dozer compaction services at the WPF using CRRA’s dozer.

### **Discussion**

Dozer compaction services have been used on an as needed basis for the past 11 years at the WPF. These services assist in maintaining a steady flow of processing at the WPF by providing adequate space for MSW the WPF tip floor and for RDF in the RDF hall. Dozer compaction services are particularly important during planned and unplanned outages at the Power Block Facility (“PBF”) and during high diversion periods. The dozer is able to condense/compact RDF and MSW allowing up to 30% more MSW to be delivered to the WPF. These services reduce wait times and minimize the need for diversions and exports.

Dozer compaction services provide the Mid Connecticut Project with the following benefits:

- Uninterrupted daily processing;
- Reduced delays at the WPF for municipalities and haulers; and
- Reduced amounts of waste being diverted/exported during facility outages.

Previously, CRRA had contracted for both an operator and a dozer to provide dozer compaction services. However, upon closure of the Hartford Landfill, CRRA relocated a dozer that was stationed at the Landfill to the WPF and had it rebuilt so it could serve as the waste compaction dozer. The MDC does not have personnel available to operate the compaction dozer (see memo dated 7/14/2009). The dozer operator would be responsible for lubricating and cleaning the dozer while

general maintenance would remain the responsibility of the MDC. In addition, Tabacco and Son Builders, Inc. will be available to provide other services on an as needed basis for operations as they arise.

### **Financial Summary**

Tabacco and Son Builders, Inc., the contractor selected to provide dozer compaction services, has been pre-qualified and approved by the Connecticut Department of Administrative Services (“DAS”) to provide dozer services. Section 3.1.2.2 of CRRA’s Procurement Policies and Procedures (BOD 014) exempts from the requirement for competitive process “procurements under a DAS . . . agreement.”


The DAS rate for the services is \$50.00 per hour. Based on past experience, CRRA anticipates that approximately 2,000 hours of dozer compaction services will be needed over the term of the contract. Therefore, the estimated total dollar value of the contract is \$100,000. The five year NPV savings of using a DAS contractor to operate the dozer is \$350,904. For a full breakdown of costs associated with this proposed service, you can refer to the attached NPV analysis.

CRRA staff has met with Tabacco and Son Builders, Inc., examined its qualifications and is satisfied that this contractor is fully qualified to undertake this type of service.

The service contract with Tabacco and Son Builders, Inc. will be funded from the FY 2010 WPF Operating budget.

# Memorandum

**To:** Tom Kirk, CRRA President

**From:** Mike Tracey, Operations Director 

**Date:** July 14, 2009

**Re:** Dozer Compaction Services

---

Upon closure of the Hartford Landfill in December 2008, Operations made the decision to reallocate a bull dozer from the landfill to the Waste Processing Facility for purposes of providing compaction services within the RDF storage hall and the MSW tip floor. The Mid-Connecticut Project has utilized dozer compaction services by an outside contractor for the past 11 years to maintain adequate space for RDF during planned and unplanned outages at the PBF.

It was originally intended that an MDC employee would operate the compaction dozer. The WPF had three positions that were created upon the closure of the landfill as follows:

- Dozer compaction operator
- Additional loader operator at ash load out
- Mobile shredder operator

The original agreement with the MDC was to have the two operators from the landfill fill the three listed positions on a part time basis. MDC notified CRRA that they would not be able to provide an operator to operate the compaction dozer due to the increased schedule associated with the mobile shredding and ash loading operations. In addition to not having the necessary personnel required, MDC also has a union issue. The MDC's current contract with their union does not provide for an on-site dozer operator.

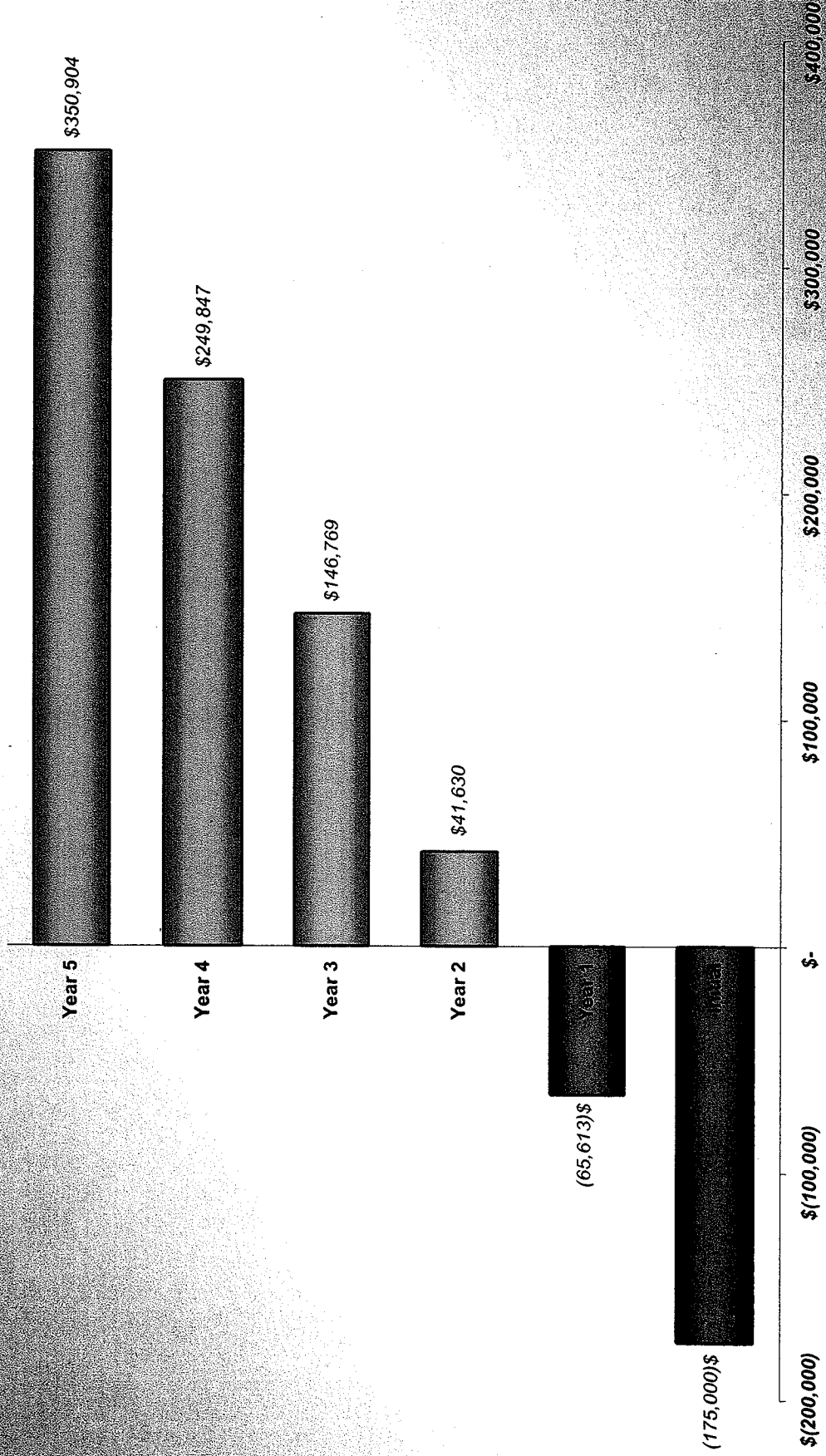
As MDC is not able to provide an operator for compaction it is necessary to procure the required services from an outside vendor.

## Dozer Operation

### DAS Contractor as Operator vs. CRRR Contractor - Cost of Operations Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5	Total	NPV
<b>Assumptions</b>							
Hours per year	2,000						
NPV Discount Rate	2.00%						
CRRR Contractor Avg Cost per hour	\$ 145.00						
Trailer Annual Cost	\$ 1,500						
Landfill Dozer Rebuild	\$ 175,000						
DAS Contractor Operator rate per hour	\$ 50.00						
Diesel Fuel Price Per Gallon	\$ 1.59						
Dozer Fuel Consumption rate (per hour)	3.75						
Gallons per year estimate	7,500						
Estimated maintenance per hour	\$ 34.00						
<b>Yearly Cost of Operations Analysis</b>							
<b>CRRR Contractor</b>	<b>Initial</b>						
Major Maintenance (Overhauls)	\$ -						
Contracted Cost to Operate	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 1,450,000	\$ 1,366,903
Trailer cost	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 7,500	\$ 7,070
Yearly Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 291,500	\$ 291,500	\$ 291,500	\$ 291,500	\$ 291,500	\$ 1,457,500	\$ 1,373,973
Yearly NPV	\$ 285,784	\$ 280,181	\$ 274,687	\$ 269,301	\$ 264,021	\$ 1,373,973	
Cumulative NPV	\$ 285,784	\$ 565,965	\$ 840,652	\$ 1,109,953	\$ 1,373,973		
<b>DAS Contractor as Operator</b>							
Major Maintenance (Overhauls)	<b>Initial</b>						
Annual Fuel cost	\$ 175,000						
Salaries	\$ 11,925	\$ 11,925	\$ 11,925	\$ 11,925	\$ 11,925	\$ 59,625	\$ 56,208
Yearly Maintenance	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000	\$ 471,346
Total Cost	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 340,000	\$ 320,515
Yearly NPV	\$ 175,000	\$ 179,925	\$ 179,925	\$ 179,925	\$ 179,925	\$ 1,074,625	\$ 1,023,069
Cumulative NPV	\$ 175,000	\$ 176,397	\$ 172,938	\$ 169,547	\$ 162,964	\$ 1,023,069	
	\$ 175,000	\$ 524,335	\$ 693,883	\$ 860,106	\$ 1,023,069		
<b>Summary</b>							
DAS Contractor as Operator Yearly NPV							
Cumulative Savings vs. CRRR Contractor	\$ (175,000)	\$ 41,630	\$ 146,769	\$ 249,847	\$ 350,904		
<b>DAS Contractor as Operator Cumulative NPV Savings vs. CRRR Contractor</b>	<b>\$ 350,904</b>						

DAS Contractor as Operator Yearly NPV Cumulative Savings vs. CRRRA Contractor



# TAB 9



**RESOLUTION REGARDING THE ADOPTION OF  
REVISED MID-CONNECTICUT PERMITTING, DISPOSAL  
AND BILLING PROCEDURES**

**RESOLVED:** That the Board of Directors hereby adopts the revisions to the Mid-Connecticut "Permitting, Disposal and Billing Procedures" that add procedures for single stream recycling, that add procedures for white metals, scrap/light weight metals and mattresses, box springs, sofas and couches, that update the billing procedures to reflect current practice and that make other editorial and minor changes, substantially as discussed and presented at this meeting.

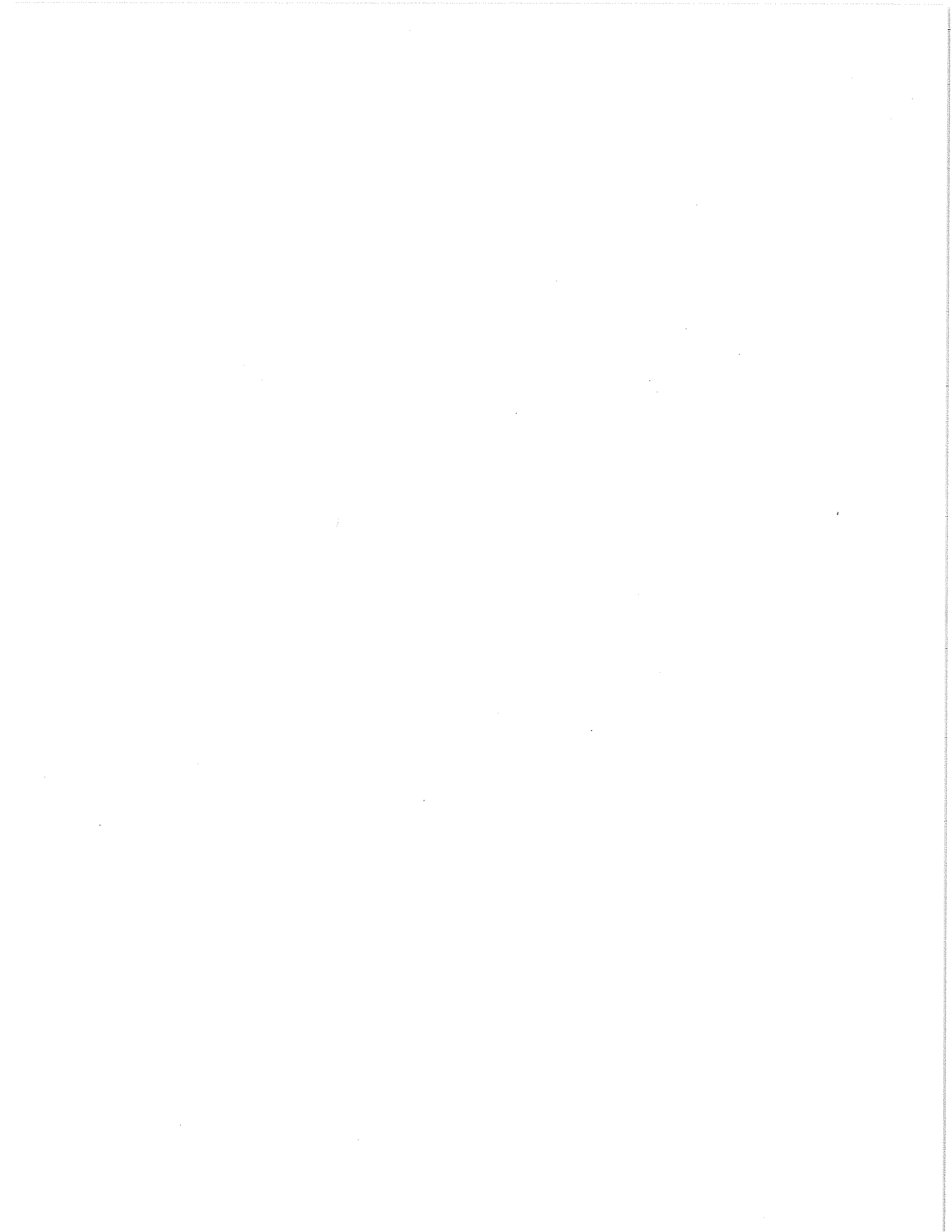




**MID-CONNECTICUT PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

Effective August 1~~March 1~~, 2009~~7~~



# 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, the following:
- (1) All acceptable materials listed ~~in~~ on **Appendix A** attached hereto and made a part hereof; and
  - (2) Any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.
- (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 a half (1 1/2) inches in diameter;
  - (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
  - (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;

- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
  - (7) Non-processible Waste as defined herein; and
  - (8) Any other Solid Waste deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue (see Recycling Residue definition), Recyclables or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) **“Account”** shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
  - (d) **“Authority”** or **“CRRA”** shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
  - (e) **“Bulky Waste”** shall mean construction, demolition and/or land clearing debris.
  - (f) **“By-Pass Waste”** shall ~~mean include~~ Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
  - (g) **“Contaminated Soil”** shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.
  - (h) **“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~~haul waste~~.
  - (i) **“Facility”** shall mean CRRA’s Mid-Connecticut waste processing facility located at 300 Maxim Road in Hartford, Connecticut.
  - (j) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.



- (k) **“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.”
- (l) **“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.
- (m) **“Member Municipality”** shall mean a Municipality that has contracted with CRRA for waste management services.
- (n) **“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 all of the Facilities.
- (o) **“Municipal Solid Waste Management Services Contract”** or **“MSA”** shall mean the contract between CRRA and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (p) **“Non-Processible Waste”** shall mean include—Acceptable Solid Waste that cannot be processed at the Facility and is normally disposed of at a ~~Landfill~~, provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
- (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;

- (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA's sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
  - (3) Scrap/Light Weight Metals (as hereinafter defined);
  - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
  - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
  - (6) Christmas trees;
  - (7) Automobile tires with/without rims, and
  - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (q) **“Non-Project Recycling Facility”** shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.
- (r) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
- (s) **“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.
- (t) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (u) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee's waste transportation vehicle for use at the Facilities.

- (v) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (w) **“Project”** shall mean the Facilities constituting the Mid-Connecticut Project.
- (x) **“Recyclables”** shall be as defined in Appendix A attached hereto.
- (y) **“Recycling Facility”** shall mean CRRA’s regional recycling center located at ~~123 and~~ 211 Murphy Road in Hartford, Connecticut.
- (z) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the Project.
- (aa) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.
- (bb) **“Recycling Transfer Station”** shall mean any of the Transfer Stations facilities, 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.
- (cc) **“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.
- (dd) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”
- (ee) **“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.
- (ee)(ff) **“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.

~~(ff) "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 CT DEP or another non Authority entity.~~

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

- (1) Unacceptable Waste;
- (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.

(hh) **"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 Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.
- (ii) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and Landfills of the Project.
- (jj) **“Waste Hauler”** shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.
- (kk) **“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.crraCRRA.org](http://www.crraCRRA.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, including but not limited to:

(1) General company/business information;

~~(1)(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

~~(3)(5) An executed Credit Agreement, Release of Liability and Attestation. All certificates of insurance that the applicant is required to provide pursuant to Section 3 hereof.~~

In connection with the foregoing, each applicant shall also execute and submit to CRRA all documents attached as attachments to the permit application, the following including but not limited to:

(1) A Solid Waste Delivery Agreement (if applicable);

~~(2) An Attestation Agreement;~~

~~(3) An Indemnification Agreement;~~

~~(4) A Credit Agreement; and~~

~~(5)(2) A Guaranty of Payment security deposit~~ in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof; ~~or~~

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

(4) Any applicable fees; and

(5) 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 Permittee shall submit along with its permit application a 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 estimated by CRRA.
- (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 Facility 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~~ All 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 ~~scalehouse operator~~ and as designated by CRRA;
  - (3) Each ~~of the~~ Permittee's ~~r~~Roll-off ~~b~~Boxes and ~~t~~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 ~~scalehouse operator~~, 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 ~~Facility~~.
- (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. 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 breakdowns 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, per company. 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 ~~Facility~~. Such tare weights shall be obtained at the direction of the scale house attendant and under the procedures set forth by CRRA ~~by the Facility's scale house~~.
- (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 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 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; ~~or~~
  - (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 the~~ 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 ~~from which it will collect from and deliver waste~~. 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 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
  - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
  - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
- (1) Name CRRA as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
  - (2) Include a standard severability of interest clause;

- (3) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
  - (4) Hold CRRA free and harmless from all subrogation rights of the insurer; and
  - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.
  - (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
  - (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
  - (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
  - (h) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:
    - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
    - (2) The solvency of any insurer, or
    - (3) The payment of losses.
  - (i) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

### **3.2 Indemnification**

Permittee shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, fines, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees

and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors or (b) Permittee or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions and/or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse CRRA for damage to property of CRRA caused by Permittee or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Permittee's obligations under this Section 3.2 shall survive the termination or expiration of Permittee's permits.

#### 4. OPERATING AND DISPOSAL PROCEDURES

##### 4.1 Delivery of Acceptable Solid Waste

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

~~(b) White Metals and Scrap/Light Weight Metals must each be delivered to the Waste Facilities designated by CRRA in separate loads and not mixed in with each other or any other Acceptable Solid Waste. In the event that any White Metals are delivered with any other Acceptable Solid Waste, then the entire load of such mixed waste materials shall be deemed to be a White Metals load.~~

(b) White Metals may be delivered only to the Facility. 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 4.7(1) herein.

(c) Scrap/Light Weight Metals may be delivered only to the Facility. 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 4.7(l) herein.

(d) Mattresses, box springs, sofas and/or couches may be delivered only to the Facility. None of the other Waste Facilities will accept mattresses, box springs sofas and/or couches. Mattresses, box springs, sofas and/or couches must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the mattresses, box springs, sofas and/or couches. The hauler will off-load the mattresses, box springs, sofas and/or couches only in the area designated by CRRA and/or the Operator for such materials. Mattresses, box springs, sofas and/or couches may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday thorough Friday, excluding holidays. Mattresses, box springs, sofas and/or couches may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.7(l) herein.

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

~~(d)~~(f) 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.

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

Recycling Facilities' Delivery Standards - Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet the standards and other terms and conditions set forth in **Appendix A** and such other standards as established deemed by CRRA in its sole discretion.

#### **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 1-91 and proceeding to 1-91 off-ramps closest to the destination. For the Facility, from 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 FacilityFacilities. 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 1-91 and proceeding to 1-91 off-ramps closest to the destination. From the off-ramps, vehicles shall use Brainard Road and the Murphy Road entrance located directly across

from the off and on ramps for 1-91 North. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

#### 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](http://www.crra.org).
- (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 Disposal Procedures

- (a) ~~CRRA An Authority representative~~ 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.
- (b) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, unless otherwise approved (on a case-by-case basis) by CRRA ~~Representative~~. 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.
- (c) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.
- (d) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (e) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.
- (f) CRRA will accept residue from recycling facilities only at the Facility WPF and only if the following conditions set forth in Appendix B are met. (See attached).

- (g) No vehicles shall approach any scale until directed by the scale house attendant Operator. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (h) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (i) When positioned on ~~the any~~-scale, the vehicle driver shall inform the scale house attendant Operator of the Participating Municipality from which the load originated.
- (j) The scale house attendant responsible for the inbound scale Operator will present a signed weight ticket to the driver. The driver is responsible for seeing to it that the information on the ticket is correct before signing.
- (k) When directed by the scale house attendant Operators, 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.
- (l) Unacceptable Waste shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste 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, CRRA may
  - (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste 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, including, but not limited to, excavating, loading, transporting and disposing of the Unacceptable Waste, revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (m) All trucks must remain tarped ~~taped~~ until they are in the disposal area and out of the operation's way.
- (n) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (o) Roll-off or compactor boxes shall not be turned around on site.

- (p) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (q) Drivers must latch and unlatch packers in the disposal area.
- (r) At all times while on the property of any of the Waste Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.
- (s) At all times while on the property of any of the Waste Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.
- ~~(r)~~(t) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
- ~~(s)~~(u) The oOnly trailers that may be used to delivery Acceptable Solid Waste to a Transfer Station are those coming from a Pparticipating Mmunicipality's tTransfer sStation may be used to deliver Acceptable Solid Waste to a Transfer Station.
- ~~(t)~~(v) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from any of the Facilities Facility or Landfill if required by the scale house attendantOperator. Vehicles shall be tared as required by the scale house attendantOperator. 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 Operator's instructions shall be charged the disposal fee for the gross weight of the load delivered.
- ~~(u)~~(w) Upon the direction of the scale house attendantOperators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- ~~(v)~~(x) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- ~~(w)~~(y) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- ~~(x)~~(z) No loitering is permitted at any of the Facilities.
- ~~(y)~~(aa) 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.
- ~~(z)~~(bb) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.



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

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

~~(ee)(ee)~~ 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.

~~(dd)(ff)~~ Foul language and inappropriate behavior, including, ~~both~~ 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.

~~(ee)(gg)~~ CRRA reserves the right to charge a five hundred dollar (\$500.00) reloading fee to a Permittee who delivers Unacceptable Waste, Non-Processible Waste, Special Waste or any material which CRRA determines, deems-in its sole and absolute discretion, should ~~to~~ be rejected.

#### 4.8 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 numbers~~container identification numbers~~, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the municipality ~~community~~ 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 as if a weight ticket had been signed and received.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant operator 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.

#### **4.9 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities**

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities (“Acceptable Mixed Loads”) will be accepted by CRRA only if the following criteria are met:
- (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non-Participating Municipality without first executing a Mid-Connecticut Non-Member Waste Agreement.
  - (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
  - (3) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
  - (4) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality’s volume of delivered Acceptable Solid Waste.
  - (5) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.
  - (6) 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.

### **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, ~~an invoice to each Permittee~~ 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 shall~~ 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). ~~In addition,~~ Permittee must also immediately submit a replacement check in the full amount by either a bank or certified check. In addition, and/or Permittee may be denied access to the Ffacilities 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 C attached hereto for examples of violations and their applicable sanctions. However, Appendix C - but this 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, ~~then~~ 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 C 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 4.9 herein.
- (e) If a Permittee does not commit a violation during the six (6) month period following the Permittee's most recent violation, ~~then~~ 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/hHauler 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 ~~your~~ the appeal rights of a Permittee/hauler:

- (a) Within 10 days of the date of the monetary violation, Permittee/hHauler 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 ~~of~~ issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/hHauler the Incident Report via certified mail/return receipt, with a cover letter noting the date the ~~your~~ request was received.
- (c) Within 15 days of the receipt of the Incident Report, if Permittee/hHauler has contradicting evidence or such other information (“Permittee/hHauler Information”) that provides a reasonable basis to contest the Incident Report, Permittee/hHauler/Permittee 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 Permittee/hHauler Information.
- (d) No appeal will be granted if Permittee/hHauler has not submitted evidence which contradicts the Incident Report or such other information that provides a reasonable basis to contest the incident report.
- (e) No appeal will be granted if Permittee/hHauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Director of Legal Services or designee, and an impartial, uninvolved ad hoc hauler member selected from a list of haulers registered to use the ~~CRRA~~ F facilities. ~~The hauler selected will be from the facility for which the monetary violation was issued.~~
- (g) The Appeal Committee will review the Incident Report and Permittee/hHauler Information. The Appeal Committee will notify Permittee/hHauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. If there is a tie due to abstention, the appeal will be granted. This decision is final.

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

## **7. LEGAL**

### **7.1 Consistent with Municipal Solid Waste Management Services Contract**

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

### **7.2 Governing Law**

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

## APPENDIX A

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

#### 1. LOCATION

##### **Mid-CT Offices**

211 Murphy Road,  
Hartford, Connecticut 06114

##### **Paper Processing Facility**

~~Capitol Recycling of CT (CROC)  
123 Murphy Road  
Hartford, Connecticut~~

##### **Regional Recycling Center Container Processing Facility**

FCR, Inc.  
211 Murphy Road  
Hartford, Connecticut

#### 2. HOURS OF OPERATION

##### **RRC**

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

##### **Transfer Stations**

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

##### ***Please note:***

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

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

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

### 3. HOLIDAYS

Mid-Connecticut Facilities are closed on the following holidays:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### 4. DELIVERY POLICY

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

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

- (a) Newspaper and Magazines commingled
- (b) Corrugated Cardboard only
- (c) Newspaper, Magazines and Corrugated Cardboard commingled
- (d) Junk Mail
- (e) Office Paper or High-Grade Paper
- (f) Boxboard

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

Commingled food and beverage containers including:

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

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

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



## 4.1 Acceptable Materials

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

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

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

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

**Boxboard** - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. **Dry food and cereal boxes must have inside bag removed.** Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples: Cereal boxes, cracker boxes, shoe boxes, beer cartons and six-pack holders.

**Glass Food And Beverage Containers Only** - clear, brown, and green bottles up to 3 gallons or 10 liters ~~three (3)/one (1) gallon~~ in size; washed clean; caps lids, and corks removed, attached labels and neck rings are acceptable, **EXAMPLES:** SODA, LIQUOR, WINE, JUICE BOTTLES, JAM JARS, and MASON JARS.

**Metal Food And Beverage Containers Only** - washed clean: up to 3 2.5 gallons or 10 6 liters of total volume in size; clean metal lids acceptable; No. 10 size cans acceptable; empty aerosol cans previously containing non-hazardous substances. **EXAMPLES:** SOUP, VEGETABLE, JUICE, and other FOOD CANS, COOKIE TINS; DOG and CAT FOOD CANS, KITCHEN SPRAY CANS, BULK SIZE VEGETABLE CONTAINERS.

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

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

**PET (Polyethylene Terephthalate) Plastic Containers** - code 41 -, up to three (3) liters in size; washed clean; attached labels acceptable.

**EXAMPLES:** SODA, JUICE, COOKING OIL, MINERAL WATER, and DISH DETERGENT BOTTLES.

**HDPE (High Density Polyethylene) Plastic Containers** - #1 & #2; washed clean; up to 2.5 gallons or 6 liters of total volume in size not previously containing hazardous materials; attached labels acceptable. **EXAMPLES:** MILK JUGS, SPRING WATER, LAUNDRY DETERGENT, BLEACH, and DISH DETERGENT BOTTLES.

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

#### 4.2 Materials Not Accepted

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

### 5. DELIVERY RULES AND REGULATIONS

- (a) Only pre-approved, Acceptable Recyclables will be accepted for delivery to the Recycling Facility Mid-Connecticut Regional Recycling Center (RRC) and all the Recycling Transfer Stations. All Recyclables delivered to the Recycling Facility RRC and Recycling Transfer Stations must meet the Facility Delivery Standards as detailed in this herein Appendix A in order to be accepted for processing.
- (b) All commercial vehicles delivering Recyclables to the Recycling Facility RRC will follow the routes described in Attachment A herein.
- (c) Loads in which Commingled Container Recyclables containers are mixed with Paper Fiber Recyclables new paper magazines and/or corrugated cardboard will be are not

accepted for processing as Single Stream Recyclables by ~~either processing facility~~ and ~~are not accepted~~ at the Recycling Facility and the Recycling Transfer Stations.

- (d) All vehicles delivering Recyclables to the Recycling Facility ~~RRC~~ and the Recycling Transfer Stations must have a valid Mid-Connecticut permit issued by CRRA. Permit stickers must be displayed on roll-off containers as well as the vehicles delivering them.
- (e) Rear loading ~~All recycling~~ vehicles delivering Recyclables to the Recycling Facility and whose first or only delivery is Paper Fiber Recyclables ~~211 Murphy Road Facility~~ must enter the facility at 123 Murphy Road (Entrance marked "B").
- (f) Rear loading vehicles delivering Recyclables to the Recycling Facility and whose first or only delivery is Commingled Container Recyclables must enter the facility at 123 Murphy Road ( Entrance marked "B").
- ~~(f)(g)~~ Operators of rear-dumping vehicles will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- ~~(g)(h)~~ All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- ~~(h)(i)~~ Haulers may not deliver loads containing Recyclables that originate from more than one municipality town. Loads from municipalities towns not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.
- ~~(i)(j)~~ Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened) unless such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- ~~(j)(k)~~ Loads of Commingled Containers 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.
- ~~(k)(l)~~ Loads of Commingled Containers Recyclables and Single Stream Recyclables may not be delivered in bags of any type. All Commingled Containers Recyclables and Single Stream Recyclables -must be delivered in loose form to both the Recycling Facility ~~RRC~~ and the Recycling Transfer Stations.
- ~~(l)(m)~~ Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage deliver of pre-sorted containers. Any municipality town -or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.

## 6. LOAD REJECTION POLICY

CRRA or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the Facility Delivery Standards as determined. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.

Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators ~~its agent~~ determines 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 ~~town~~ of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.

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

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

### **Loads will be considered contaminated if:**

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

### Loads will be considered unprocessable if:

- (a) More than 10% of a load of Paper Fiber Recyclables ~~newspaper~~ i.e.: magazines and/or corrugated cardboard are wet except as a result of inclement weather.
- (b) Acceptance of the load would significantly disrupt the normal operations of the Recycling Facility.
- (c) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (d) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (e) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
- (f) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material, ~~s~~Such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

### 7. VEHICLE STANDARDS

- (a) CRRA reserves the right to restrict vehicle access to any and all Mid-Connecticut recycling facilities (including transfer stations).
- (b) All vehicles tipping at the facilities shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards.
- (c) Refuse packer trucks may be used in the collection of containers only if the compaction mechanism for the vehicle has been disabled for maximum compaction (so as to minimize breakage). It is preferred that such a vehicle's use be dedicated for recyclable collection. CRRA and its agents will have the right to check vehicles to insure that the compaction mechanism has been disabled for maximum compaction when delivering recyclable containers.
- (d) Refuse packer trucks with operable compaction units may be used in the collection of newspapers, magazines and/or corrugated cardboard. It is preferred that the vehicle's use be dedicated for recyclable paper collection, and that the vehicle be free of any liquid or other residues (clean) inside the compartment.
- (e) Use of on-truck densifiers or other mechanical compaction to flatten containers is prohibited.

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

## **Attachment "A"**

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

### **SITE ACCESS**

#### **Vehicles originating from I-91 southbound:**

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

#### **Vehicles originating from I-91 northbound:**

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

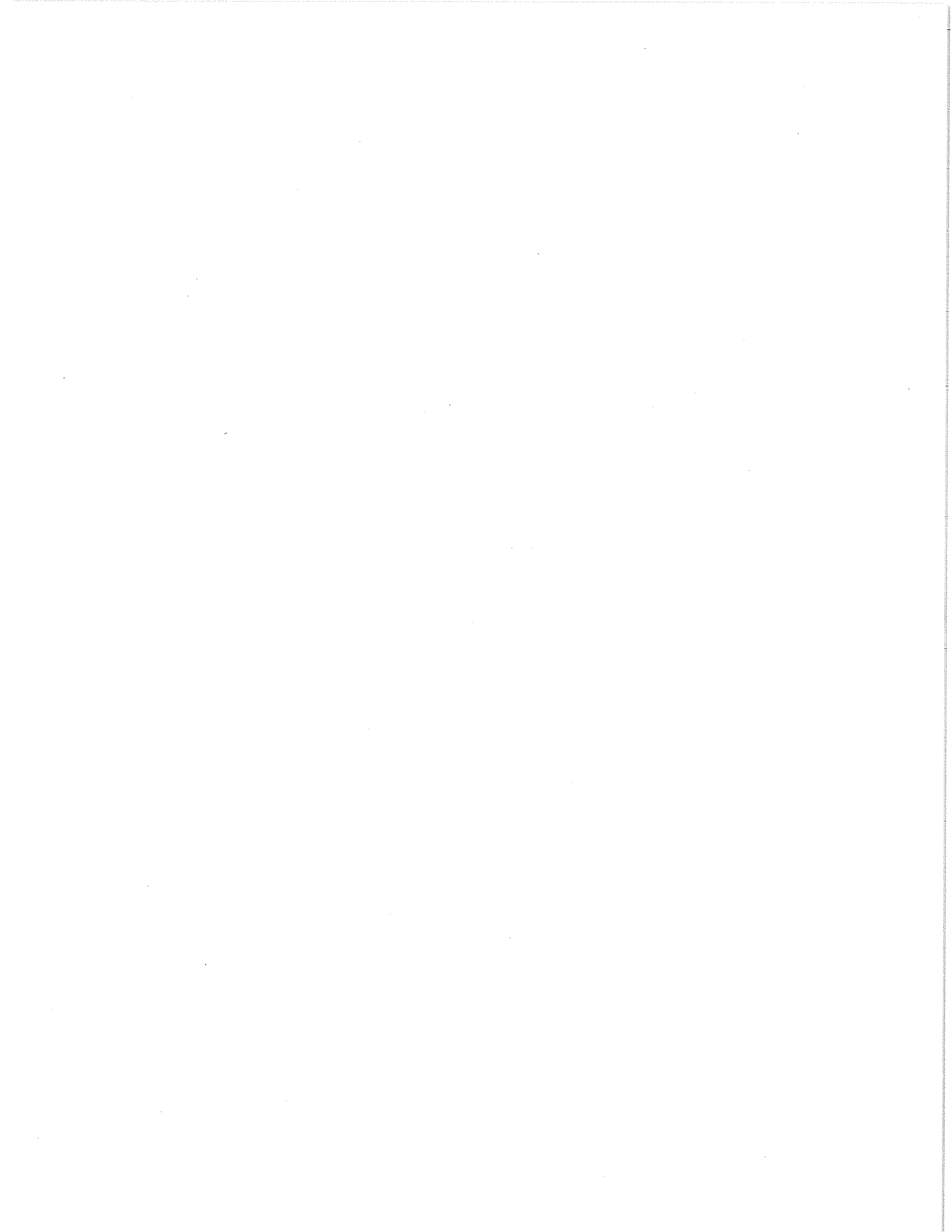
### **SITE EGRESS**

#### **Vehicles heading to I-91 southbound:**

- Leave the site via driveway A, turn left onto Murphy Road. Turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport Road intersection, turn right and follow Airport Road to the left turn onto the I-91 Southbound on-ramp.

#### **Vehicles heading to I-91 northbound:**

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





## APPENDIX B

### Policy Guidelines for Accepting Residue from Recycling Facilities

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

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

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

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

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

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

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

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

## APPENDIX C

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1 <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.

**TAB 10**

**RESOLUTION REGARDING  
ENGINEERING AND ENVIRONMENTAL CONSULTING  
SERVICES TO SUPPORT DEVELOPMENT OF AN ASH  
RESIDUE LANDFILL**

**RESOLVED:** That the President is hereby authorized to enter into Request for Services with TRC Environmental Corporation to provide engineering and environmental consulting support services associated with development of an ash residue landfill, substantially as discussed and presented at this meeting, and

**FURTHER RESOLVED:** That the President is hereby authorized to expend funds from the Landfill Development Reserve Account for such engineering and environmental consulting services, in accordance with CRRA's Procurement Policies & Procedures.

# Connecticut Resources Recovery Authority

## Contract Summary for Contract regarding

### Engineering and Environmental Consulting Services to Support Development of an Ash Residue Landfill

Presented to the CRRA Board on: July 23, 2009

Vendor/ Contractor(s): TRC Environmental Corporation

Effective date: Upon Execution

Contract Type/Subject matter: Request for Services ("RFS")

Facility(ies) Affected: CT Based Resource Recovery Facilities

Original Contract: Three-Year Engineering Services Agreement, Number 080125

Term: Upon Execution through approximately January 30, 2009 pursuant to 3 year Engineering Services Agreement. Fiscal Year 2010.

Contract Dollar Value: \$1,041,000 for FY2010. The funds for this expenditure are in the Landfill Development Reserve Account, and are budgeted for this purpose. (This amount is in addition to the \$495,000 previously authorized in May 2007, and the \$660,800 previously authorized in June 2008).

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: To provide engineering and environmental consulting services to support the development of an ash residue landfill.

Other Pertinent Provisions: These activities are associated with an initiative to develop an ash residue landfill in Connecticut. This initiative is a multi-year project which was begun in June 2007, and will continue at least through December 2010. This approval is for environmental and engineering activities associated with site suitability field investigations, groundwater & surface water modeling, landfill design, permit application development. This approval is to authorize expenditures during fiscal year 2010 CRRA has the contractual right to immediately terminate this work at any time and for any reason upon delivering written notice to TRC.

**Connecticut Resources Recovery Authority**

**Engineering and Environmental Permitting Support  
Associated with Development of an  
Ash Residue Landfill**

*July 23, 2009*

**Executive Summary**

At its May 2007 meeting, CRRA's Board of Directors approved expenditure of \$495,000 for engineering and environmental permitting activities to support development of an ash residue landfill in Connecticut. TRC was the engineering consultant that was approved as CRRA's consultant in this matter.

The first phase of the project was begun in June 2007. This phase involved project planning activities as well as initial field investigations. The initial field investigations commenced in April 2008.

At its June 2008 meeting, CRRA's Board of Directors approved expenditure of \$660,800 to continue the development activities. Additional field investigations commenced in July 2008 and continued during the next 12 months. These activities consisted of further analysis of site suitability, including surveying and mapping, cultural/anthropological screening, traffic studies, wetland delineation and ecological investigation, geologic studies, aquifer testing, and community outreach. The discreet tasks that have been undertaken are summarized in Table 1.

CRRA is ready to continue with the final phase of the project which will culminate with the filing of permit applications. These activities, which will commence in July 2009, are outlined in Table 2.

This is to request CRRA Board of Directors authorization to expend funds, not to exceed \$1,041,000, from the Landfill Development Reserve Account to undertake these activities.

## **Discussion**

### **Phase 1 - Permitting Analysis & Engineering Support/ Field Investigations**

At the May 2007 board meeting, CRRA management presented a discussion of CRRA's Landfill Siting Study, the process through which CRRA identified an engineering/environmental consultant to support CRRA in development of an ash landfill, and a description of the general scope of work associated with the engineering and environmental activities to be performed by the consultant to support the permitting effort associated with development of an ash residue landfill.

### **Phase 2 – Field Investigations; Site Suitability Determination; Engineering Support**

Phase 2 activities commenced in July 2008, continuing the field investigations that commenced in Spring 2008, and which included subsurface investigations and ecological investigations intended to evaluate the site for fatal flaws (e.g., threatened and endangered species; analysis of aquifer quality and yield), as well as traffic studies, surveying and mapping of the site, wetland delineation, and certain cultural and anthropological screening activities.

Table 1 provides a summary of the activities that have been undertaken during the first 2 phases of this landfill development project.

**TABLE 1: Phase 1 and 2 – Permitting Analysis, Field Investigations; Engineering Support**

<b>REQUEST FOR SERVICES</b>	<b>COST ESTIMATE</b>	<b>EXPENDITURE THROUGH 05/29/09</b>
Engineering & Environmental Permitting Support (RFS #2)	\$131,016.00	\$131,009.29
Initial Ecological Studies (RFS #7)	\$28,882.48	\$28,054.86
Aerial Photography & Mapping (RFS #8)	\$38,665.82	\$34,459.14
Initial Geologic Studies (RFS #10)	\$219,975.48	\$219,152.04
Traffic Study (RFS #11)	\$33,083.00	\$22,309.34
Towne Engineering-Surveying Services (RFS #12)	\$16,305.12	\$6,991.86
Wood Turtle/Ecological Studies (RFS #14)	\$111,752.00	\$106,405.02
Seismic Refraction Survey (RFS #18)	\$41,292.40	\$41,062.81
Ash Landfill Pump Test Work Plan (RFS #19)	\$15,038.08	\$15,023.54
Site Monitoring Well Installation (RFS #20)	\$109,950.12	\$109,900.04
GCL Permeability Analysis (RFS #23)	\$19,055.30	\$12,865.83
Well & Boring Survey (RFS #24)	\$13,406.99	\$13,387.32
Construction for Well Access (RFS #26)	\$14,937.61	\$13,526.18
Additional Piezometer installation, and Pump Test Work Plan Revisions. (RFS #30)	\$66,506.02	\$66,482.82
Pump Test Well Installation & Oversight (RFS #31)	\$230,784.72	\$153,061.14
Well, Piezometer & Wetland Location Survey (RFS #32)	\$10,147.99	\$596.70
<b>TOTAL TO DATE</b>	<b>\$1,100,799.13</b>	<b>\$974,287.93</b>



Phase 3 – Field Investigations; Engineering Support; Permit Application Activities

Table 2 describes the activities and estimated costs that will be undertaken in order to complete field investigations and assemble final permit applications. It is anticipated that the activities outlined below in Table 2 will be undertaken and completed within the next five months, with submittal of a final application to DEP occurring by the end of December 2009.

**TABLE 2: Phase 3 – Field Investigations; Engineering Support; Permit Applications**

<b>SUBJECT</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Surface Water Quality Model	Perform a surface water quality modeling study to assess the impact of the landfill leachate discharge from groundwater to surface water. The model will take into account information that the CDEP has on file concerning water quality and wastewater discharges to the Shetucket River and its tributaries.	\$60,000
Cultural/Archeological Resources Survey	Conduct a complete Phase I survey of the entire site, which involves performing shovel testing at random and previously identified locations for cultural and archeological resources that may be present. The field portion of the survey requires approximately 20 days in the field overseen by an archeological field director and five archeological field technicians. The field phase will be followed by a lab analysis and curation phase to preserve any remains that are discovered. The final part of the Phase I survey includes data analysis and preparation of a report documenting the results.	\$105,000
Bedrock Monitoring Well Installation	Core the shallow bedrock to assess bedrock type and fracturing. Install a total of 12 bedrock wells to monitor bedrock hydrogeology and vertical gradients as it relates to the overburden aquifer.	\$160,000

Groundwater & Surface Level Monitoring	Two rounds of groundwater and surface water level monitoring starting in August 2009 through November 2009.	\$6,000
Overburden 3-D Aquifer Groundwater Model	Based upon site geology, hydrogeology and pump test results develop a three dimensional groundwater flow model for normal aquifer conditions and stressed (pumping) conditions to assess aquifer yield potential and impact on surface water flow.	\$100,000
Leachate Generation, Fate and Transport	Using the EPA HELP Model leachate generation predictions will be made assuming the worst case failure of the liner systems and cap. Other more realistic estimates of the leachate generation will also be produced. The results of these estimates will become the input for the computer model that will be used to assess the fate and transport of the leachate and its chemical constituents as it impacts the receiving surface water.	\$40,000
Preliminary & Final Engineering Design	Preliminary engineering to layout the landfill facility and perform stability analysis and storm water management design. Final engineering design and preparation of detailed engineering drawings and details for submission with the permit applications. Facility entrance upgrade engineering design and drawing preparation.	\$425,000
Preliminary Permit Applications	Solid Waste, Groundwater, Wastewater, Wetlands and Storm Water Permit Applications.	\$40,000
Final Permit Applications	Final Permit Applications	\$30,000
Balloon Study	Perform balloon study of the landfill following design of the landfill to document physical evidence of possible visual impacts identified by the 3-D model from sensitive receptor areas.	\$10,000

View Shed Model	Perform final view shed model with detailed 3-D model of the landfill and surrounding terrain based upon published topography of the area. The model will show the tree canopy and identify areas where visual impacts are possible. Photographic documentation of sensitive receptors will be performed and added to the model study.	\$15,000
Additional Survey	Perform additional ground survey needed to design any improvements to the facility entrance at Route 32.	\$25,000
Meetings & Presentations	Attend community and regulatory meetings on an as-needed basis and provide graphics support for presentations.	\$25,000
<b>TOTAL</b>		<b>\$1,041,000</b>

**Financial Summary**

The \$1,041,000 to undertake these activities will be taken from CRRA's Landfill Development Reserve Account. This account has adequate funds for these expenditures.

Pursuant to Section 4.3 of the engineering services agreement with TRC, CRRA has the right to terminate this work, at any time and for any reason, upon delivering written notice to TRC. In such an event, TRC is required to immediately cease work on these activities upon receiving such written notice from CRRA.

**TAB 11**

## **CONNECTICUT RESOURCES RECOVERY AUTHORITY**

### **Request regarding Authorization for Payment of Projected Additional Legal Expenses**

July 23, 2009

#### **Executive Summary**

This is to request Board authorization for payment of additional projected fiscal '10 legal expenses.

#### **Discussion:**

At the time that the Board of Directors authorized payment of projected FY 10 legal expenses, the Connecticut legislature had passed a bill prohibiting the Authority from acquiring land in Franklin on which to site and develop a new ash landfill. Therefore, the Board did not authorize the payment of any legal expenses in connection with the proposed ash landfill.

On June 23, Governor Rell vetoed the bill. We are therefore seeking board authorization to incur legal expenses for this matter.

**BOARD RESOLUTION REGARDING ADDITIONAL PROJECTED LEGAL  
EXPENDITURES**

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

**WHEREAS**, the Board of Directors has previously authorized certain amounts for payment of fiscal year 2010 projected legal fees; and

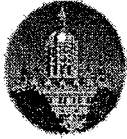
**WHEREAS**, CRRA expects to incur greater than authorized legal expenses in connection with its development of a new ash landfill;

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

<u>Firm:</u>	<u>Amount:</u>
Brown Rudnick	\$300,000

**Further RESOLVED:** That the President be authorized to expend up to \$300,000 from the Landfill Development Reserve Account for payment for legal fees incurred in fiscal year 2010 in connection with the Authority's development of a new ash landfill in the State of Connecticut.

**TAB 12**



# LEGISLATIVE UPDATE

## Summary of 2009 Session

Ended June 3, 2009

Preliminary Draft – For Discussion Purposes Only

### **ALERT - Red Flag Items**



- **Governor Vetoed SB 3 on 6-23-09. Awaiting to see if General Assembly will attempt to override the Governor's veto of SB 3.**
- **Veto Session scheduled for July 20. All bills that are vetoed are eligible to be considered for a veto override by the General Assembly.**
- **Special Session(s) to deal with adoption of state budget and state bond packages yet to be scheduled. The General Assembly passed a budget and revenue package (SB 1801) during the first special session on 6-26-09. The Governor vetoed the bill on July 1. As a result, the Governor issued an Executive Order to continue funding of state government through July 31, 2009 pending passage of a state budget.**

### **SUMMARY AND STATUS OF LEGISLATION & RELATED AFFECTING CRRA and/or Its Towns:**

[Please note the brief summaries below are only summaries. Please obtain a copy of the actual legislation for further details. I have attached a link to each bill or public act below.]

#### **Legislation Vetoed:**

- **Ash Landfill Siting (PA 09-112; SB 3 - AN ACT PROHIBITING THE ACQUISITION OR USE OF CERTAIN PARCELS OF LAND AS ASH RESIDUE DISPOSAL AREAS AND CONCERNING THE OPERATION OF A FOOD-WASTE-TO-ENERGY PLANT.)**  
**<http://www.cga.ct.gov/2009/ACT/PA/2009PA-00112-R00SB-00003-PA.htm>**

- Governor vetoed SB 3 (PA 09-112) on 6-23-09
- Senate passed bill 27 Yes to 4 No on 5-19-09
- House passed bill 95 Yes to 51 No on 5-26-09



### Legislation Passed:

➤ **Bottle Bill Expansion (PA 09-02; HB 6602 - AN ACT CONCERNING DEFICIT MITIGATION MEASURES FOR THE FISCAL YEAR ENDING JUNE 30, 2009.)**

<http://www.cga.ct.gov/2009/ACT/PA/2009PA-00002-R00HB-06602-PA.htm>

- This was a deficit mitigation bill to address the FY2009 budget deficit. Sections 17 – 21 of the bill deal with the expansion of the nickel-deposit bottle bill to noncarbonated beverages covering water, flavored waters and nutritionally enhanced waters. It does NOT include juice and mineral waters.
- Distributors pay a handling fee of 2-cents to retailers and redemption centers.
- Allows for the exemption of manufacturers who bottle and sell up to 250,000 such containers per year.
- Estimated to result in approximately \$17 million per year in unclaimed deposits for the state.
- The new requirements will take effect on October 1, 2009.

➤ **Beneficial Reuse (PA 09-211; SB 995 - AN ACT CONCERNING INDIVIDUAL AUTHORIZATIONS FOR BENEFICIAL USE OF SOLID WASTE.)**

<http://www.cga.ct.gov/2009/ACT/PA/2009PA-00211-R00SB-00995-PA.htm>

- Bill would allow DEP to issue individual permits for beneficial re-use projects.

### Legislation Failed:

➤ **CRRA Mid-Connecticut Project Oversight Board (SB 1058 – AN ACT CONCERNING THE MID-CONNECTICUT PROJECT MUNICIPALITIES.)**

<http://www.cga.ct.gov/2009/FC/2009SB-01058-R000914-FC.htm>

- The bill would have allowed the creation of a Mid-Connecticut Project oversight committee that would have prevented the CRRA Board from spending \$3 million or more unless approved by the oversight committee.
- The proposed oversight committee would not have been able to limit CRRA's ability to comply with the provisions of any existing contract with or for the benefit of bondholders.
  - *[Note: There were also several other amendments identical to the Mid-Connecticut Project oversight committee above on other bills (including SB 1038 - AN ACT CONCERNING ECONOMIC DEVELOPMENT PROGRAMS IMPACTING LOCAL GOVERNMENTS) that did not pass. Several of those amendments were sponsored by the Senate Republican leadership.]*
- The bill died on the Senate calendar.

- **Inspections and Enforcement Issues at Non-CRRA Solid Waste Facilities - (HB 6550 AN ACT ALLOWING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO INSPECT SOLID WASTE FACILITIES AND INTERMEDIATE PROCESSING FACILITIES.)**  
<http://www.cga.ct.gov/2009/TOB/H/2009HB-06550-R00-HB.htm>
  - Bill would have allowed DEP or its agents to inspect non-CRRA facilities for contract compliance.
  - The bill did not come up for a vote in the Environment Committee.
  
- **Private, Municipal and State Recycling (HB 5474 - AN ACT CONCERNING PRIVATE, MUNICIPAL AND STATE RECYCLING)**  
<http://www.cga.ct.gov/2009/FC/2009HB-05474-R001023-FC.htm>
  - The bill would have made a variety of changes to state laws to encourage recycling in the private sector as well as at the state and local levels of government.
  - Among the proposed changes were:
    - Expanding the list of recyclables to include plastics #1 and #2 and chipboard
    - Requiring most towns to offer curbside recycling if they offer curbside trash collection
    - Requiring recycling receptacles at common gathering areas that have trash receptacles and generate recyclable items
    - Prohibiting local zoning regulations from barring the use of a recyclable receptacle (e.g. roll-off container) at a commercial business such as a restaurant.
    - Requiring local boards of education to develop and implement a recycling plan at each school.
  - The bill passed the House 141-Yes to 4-No on 5-29-09 but was not taken up by the Senate.
  
- **Keeping Sales Tax Exemption on CRRA Waste-to-Energy Facilities (SB 932 - AN ACT CONCERNING VARIOUS REVENUE MEASURES.)**  
<http://www.cga.ct.gov/2009/FC/2009SB-00932-R000693-FC.htm>
  - This bill was the initial “tax package” passed by the Finance Committee which proposed a variety of tax and revenue increases and also included the removal of the sales tax exemption on items or services used to operate a DEP-certified waste-to-energy facility.
  - The bill did NOT include the repeal of CRRA’s waste-to-energy projects sales tax exemption; CRRA was successful in remaining exempt from sales tax.
  - The bill died on the Senate Calendar.

➤ **Five-cent Fee on Plastic and Paper Shopping Bags (HB 5215 AN ACT PROMOTING REUSABLE SHOPPING BAGS.)**

<http://www.cga.ct.gov/2009/FC/2009HB-05215-R000917-FC.htm>

- The bill would have required retailers such as grocery stores to charge customers for each disposable plastic or paper bag they use.
- The funds generated by the fee would have created a “recycling initiatives account” for DEP to use to fund recycling efforts such as single stream and to preserve open space.
- Required DEP to establish a municipal recycling matching grant for towns to improve recycling. The maximum amount per town was \$200,000.
- Bill died on House Calendar.

➤ **Licensing of Trash Haulers (SB 324 AN ACT REQUIRING THE REGISTRATION OF PRIVATE SOLID WASTE COLLECTORS.)**

<http://www.cga.ct.gov/2009/FC/2009SB-00324-R000239-FC.htm>

- The bill would have required private solid waste haulers, excluding towns and quasi-public agencies such as CRRA, to register with the Department of Consumer Protection.
- Authorized DCP to impose a civil penalty for doing work without a certificate.
- Limited contracts for trash collection to one-year unless the recipient of the trash collection service signed or initialed a clear and obvious written statement.
- The bill died on the Senate Calendar.