

**CRRA  
BOARD MEETING  
MAY 20, 2004**



100 CONSTITUTION PLAZA - 17<sup>th</sup> FLOOR • HARTFORD • CONNECTICUT • 06103-1722 • TELEPHONE (860) 757-7700  
FAX (860) 757-7740

May 14, 2004

TO: CRRA Board of Directors  
FROM: Kristen Greig, Legal Temp *KBG*  
RE: Notice of Meeting

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There will be a regular meeting of the Connecticut Resources Recovery Authority Board of Directors held on Thursday, May 20, 2004 at 9:30 a.m. at the CRRA Headquarters, 100 Constitution Plaza, Hartford, CT.

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



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Connecticut Resources Recovery Authority  
Board of Directors' Meeting

**Agenda**

May 20, 2004

9:30 AM

I. Pledge of Allegiance

II. Discussion regarding National Geographic

III. Public Portion

A public portion from 9:45 to 10:15 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.

IV. Executive Session

An Executive Session will be held to discuss the status of the legal settlements, contract negotiations, personnel matters with appropriate staff.

V. Minutes

1. Board Action will be sought for the approval of the April 15, 2004 Regular Board Meeting Minutes (Attachment 1).

VI. Finance

1. Board Action will be sought regarding the Adoption of the Permitting, Disposal and Billing Procedures (Attachment 2).
2. Board Action will be sought regarding the Purchase of Workers Compensation Insurance for Connecticut Resources Recovery Authority Employees (Attachment 3).
3. Board Action will be sought regarding Authorization for 401(k) Consultant Services (Attachment 4).

4. Board Action will be sought regarding the Adoption of the Fiscal Year 2005 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget (Attachment 5).
5. Discussion and potential Board Action regarding Wallingford Reimbursement.

## VII. Project Reports

### A. Mid-Connecticut

1. Board Action will be sought regarding Selection of a Contractor to Provide Operation and Maintenance Services for the Landfill Gas Collection System and Thermal Oxidizer Station at the Ellington Landfill (Attachment 6).
2. Board Action will be sought regarding Approval of Agreement for Wastewater Removal and Tank Cleaning Services for the Mid-Connecticut Project Transfer Stations (Attachment 7).
3. Board Action will be sought regarding a Settlement Agreement with FCR, Inc., the Mid-Connecticut Project's Container Processing Facility Operator (Attachment 8).
4. Board Action will be sought regarding Spot Waste Delivery Letter Agreements Between the BRRFOC and the CRRA (Attachment 9).
5. Board Action will be sought regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Mid-Connecticut Project (Attachment 10).

### B. Bridgeport

1. Board Action will be sought regarding Selection of a Contractor to Provide Operation and Maintenance Services for the Landfill Gas Collection System and Enclosed Flare Station at the Shelton Landfill (Attachment 11).
2. Board Action will be sought regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Bridgeport Project (Attachment 12).

### C. Wallingford

1. Board Action will be sought regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Wallingford Project (Attachment 13).

D. General

1. Board Action will be sought regarding Approval of Agreements for Landfill Environmental Monitoring, Laboratory Analysis and Reporting Services (Attachment 14).
2. Board Action will be sought regarding Contracts for On-Call Equipment Services for the Ellington, Hartford, Shelton, and Wallingford Landfills (Attachment 15).
3. Board Action will be sought regarding Engineering Consulting Services, Land Surveying Services, and Analytical Laboratory Testing Services (Attachment 16).

VIII. Legal

1. Board Action will be sought regarding a Legal Services Agreement with Paul R. Doyle, Esquire (Attachment 17).
2. Board Action will be sought regarding Monies Authorized for Legal Services (Attachment 18).

IX. Chairman's and Committee Reports

A. Policy and Procurement Committee

1. Board Action will be sought regarding the Adoption of the Revised "Travel Policy and Expense Reporting" Document (Attachment 19).
2. The Policy and Procurement Committee will report on its May 6, 2004 meeting.

B. Steering Committee

1. The Steering Committee will report on its April 26, 2004 meeting.

# TAB 1

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**THREE HUNDRED SEVENTIETH MEETING**

**APRIL 15, 2004**

A regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, April 15, 2004 at 100 Constitution Plaza, Hartford. Those present were:

Chairman Michael Pace

Directors: Stephen Cassano  
Andrew Sullivan (present by phone)  
Mark Laretti  
James Francis  
Mark Cooper  
Ray O'Brien  
Alex Knopp (present by phone)  
Theodore Martland  
Sherwood Lovejoy (ad hoc for Bridgeport)  
Timothy Griswold (ad hoc for Mid-Connecticut)

Present from the CRRA management:

James Bolduc, Chief Financial Officer  
Peter Egan, Director of Environmental Affairs & Development  
Floyd Gent, Director of Operations  
Thomas Kirk, President  
Angelica Mattschi, Corporate Secretary  
Ann Stravalle-Schmidt, Director of Legal Services

Others in attendance were: Larry Brown of HI; Oshrat Carmiel of the Hartford Courant; George Primich, Todd Koehler, Jim Riley, David Arruda and Dominick DiGangi of the MDC; Larry Dorman, Brian Anderson and Sal Luciano of Council 4 AFSCME; Christine Stewart of the JJ; Valentine Doyle of HEJN; Frank Marci of USA Hauling; and Jerry Tyminski of SCRRA.

Chairman Pace called the meeting to order at 9:30 a.m. Chairman Pace requested that everyone stand up for the Pledge of Allegiance, whereupon, the Pledge of Allegiance was recited.

Ms. Mattschi requested that the Board of Directors complete their Statements of Financial Interests before the May 3, 2004 deadline and forward a copy to her for CRRA's records.

## PUBLIC PORTION

Chairman Pace said that the next item on the agenda allowed for a public portion between 9:30 a.m. and 10:00 a.m. in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes. Chairman Pace asked whether any member of the public wished to speak.

Mr. Sal Luciano introduced himself and addressed the Board as quoted below:

“Good morning CRRA Board Members, Chairman Pace and President Kirk. My name is Salvatore Luciano. I am the Executive Director of AFSCME Council 4, representing over 35,000 employees in Connecticut, including those who work for the Metropolitan District Commission.

I am here to speak in opposition of transferring two more transfer stations from our MDC employees to private vendors.

Was the Manafort company able to save money? If they did, it was because they were taking dangerous short cuts both literally and figuratively.

The public give away by CRRA of one million dollars worth of trucks to this vendor clearly made it “easier” to be run more cheaply. This was then followed by the furtive and mysterious way the trucks came back to CRRA about the time the federal government began looking into this.

The trucks were about run into the ground. They also were run overweight and through short cut secondary roads, a hazard to communities and residents and in violation of the prior safety policies and practice in place. Truck weight tickets out of the Torrington transfer station proved 626 out of 714 trucks loaded and run by Manafort were over the legal weight limit.

In other words, 88% of those trucks were overweight and therefore illegally traveling down public roads. In case you believe this was an aberration, Watertown’s record at the time was 85% overweight. An overweight truck has an unsafe stopping distance.

The transfer stations run by Manafort also put them briefly in position to weigh competitor trucks as well as their own, clearly a conflict of interest until complaints stopped this scandal.

These kinds of things only happen when accountability and transparency are hidden by contracts with private business.

The transfer stations run by Manafort have been down for countless hours due to equipment failure.

It is not unusual for towns such as Waterbury to have to go to Torrington when Watertown was down, at further expense to Waterbury.

Given all these problems, it is almost beyond belief that CRRA would be considering the privatization of the remaining transfer stations.

I know that this board is trying desperately to get out from under the disaster that the Enron-CRRA blunder created.

I know that in order to save money, CRRA decided it didn't need the large space it leased. I know that to get out of this more expensive lease, it paid \$860,000. I know that the money was charged to MDC. And I know that CRRA has hired many consultants to help them figure out ways to do so.

Yet, I also know that CRRA has hired 14 additional employees, even as our employees have been dislocated and face layoffs if your budget recommendations are implemented. While CRRA has hired more employees, (in part to manage MDC staff that manages our workers), our employees, the ones who wear the gloves and do the dirty work, suffer.

When CRRA broke the last contract with MDC, the employees were out of a job with as little as ten minutes notice. This cost 28 workers their jobs. At the time, MDC was able to find work for many of them by putting them in unfilled and lower positions. Those positions are no longer available.

Privatization generally doesn't work. Savings generated by exploiting worker wages and benefits are usually more than eaten up by the profits corporations and businesses need to make.

Savings are often "low balled" at first, especially if resources are handed over. These prices usually shoot up as the corporations know that it cost prohibitive to re-purchase the equipment to take the functions back.

According to your website's mission statement, CRRA – and I quote—"will strive to maintain public accountability as we provide these essential public services in partnership with the private sector."

Our members who are employed by the MDC are proud of the quality public services they provide. They have been through difficult and trying times, often feeling like a "ping pong ball" going back and forth between CRRA and MDC.

It's time to view our workers as partners who can uphold your important public mission.

Thank you very much."

Chairman Pace responded that the CRRA Board and management has been committed to resolving its issues with the MDC, as seen on record, and yet they were no closer to a resolution since the new CRRA Board was formed in 2002. Chairman Pace said that CRRA's most recent offer to the MDC, which he could not disclose due to the ongoing talks, addressed the preservation of existing jobs. Those employees were considered a part of CRRA, Chairman Pace said.

Chairman Pace said that he was not comfortable with the trucks situation from the very beginning, among other things, and that he had intended to change the culture of the organization with the help of the new Board and the Steering Committee. That goal was achieved, Chairman Pace said, through the complete transparency of its new Board and organization and by working with the Attorney General.

Chairman Pace stated that he too had concerns regarding the scales because those were CRRA's cash registers. As a company, he explained, CRRA should be watching its own cash registers instead of the MDC, Manafort or any other entity.

Chairman Pace further stated that CRRA has not exploited worker wages and benefits. Chairman Pace said that he found it disheartening that it would seem as though the MDC had taken the position of fighting CRRA, including legislatively and as a potential hostile take-over, instead of working with CRRA for the public's interest. Chairman Pace said that he has not yet seen a way for CRRA and the MDC to work together and still meet CRRA's obligation to serve the public's interest. Chairman Pace said that he hoped to see some encouragement from the MDC board in the near future, but added that he had not been forthcoming to date. The issue was not CRRA against the worker's union, he continued, but to the contrary, it was an issue of the management and policy for the board of the MDC.

Mr. Luciano said that he hoped for the CRRA's Board's success in their endeavors and added that he would like to caution the Board to think about the workers who were caught in the crossfire.

Director O'Brien commented that the truck transfer issue did not make sense from the beginning. Director O'Brien asked whether Mr. Luciano would make a similar plea to the MDC to work with CRRA since a resolution was a two-way street. One side has been working very hard, Director O'Brien added. Mr. Luciano replied that he was not part of the mediation and did not know the terms and added that his concerns were for the workers who performed the dangerous and dirty jobs and their families. Chairman Pace said that he valued the workers for their large institutional knowledge and that CRRA had offered options to continue maintaining the work force and their institutional knowledge.

Chairman Pace noted that there were no further comments from the public and that the regular meeting would commence.

**EXECUTIVE SESSION**

Chairman Pace requested a motion to convene an executive session to discuss personnel matters with appropriate staff. Vice Chairman Cassano made the motion which was seconded by Director Cooper. Chairman Pace requested that Mr. Larry Brown remain during the executive session. The motion previously made and seconded was approved unanimously.

The Executive Session began at 9:47 a.m.

The Executive Session concluded at 10:37 a.m.

Chairman Pace reconvened the Board meeting at 10:38 a.m.

Chairman Pace noted that no votes were taken in Executive Session.

**APPROVAL OF THE MINUTES OF THE MARCH 18, 2004 REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the March 18, 2004 regular Board meeting. The motion was made by Director O’Brien and seconded by Director Cooper.

Director O’Brien suggested that the Board attendance list on page one of the minutes be changed to “present by phone until 10:35 a.m.” instead of “hung up at 10:35 a.m.” Director O’Brien said that the “Director’s” should be replaced with “Directors” on page 10 of the minutes under Chairman’s Report.

The motion previously made and seconded was approved unanimously.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
<b>Non Eligible Voters</b>			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

**FINANCE**

**AUTHORIZATION REGARDING A FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE CONNECTICUT RESOURCES RECOVERY AUTHORITY AND THE CITY OF BRIDGEPORT**

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

**RESOLVED:** That the President is hereby duly authorized to execute a Fourth Amendment to the Agreement between CRRA and the City of Bridgeport to clarify contract language for waste deliveries associated with condominium complexes and allow for waste deliveries from schools to be classified as City delivered waste as substantially discussed at this meeting.

Director Lauretti seconded the motion.

Mr. Bolduc explained that part of the resolution was a reimbursement to the City of Bridgeport of \$45,205.70 for deliveries from condominium complexes and schools retroactive to December 2000 and January 2002. Mr. Bolduc stated that the Solid Waste Advisory Board unanimously approved the resolution at their March 31, 2004 meeting. Director Lovejoy added that the Board was highly in favor of the resolution.

The motion previously made and seconded was approved unanimously.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
Sherwood Lovejoy, Ad Hoc Bridgeport	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

**PROJECT REPORTS**

**BRIDGEPORT**

**AUTHORIZATION REGARDING WASTE MANAGEMENT, INC., WASTE DELIVERY AGREEMENT, BRIDGEPORT PROJECT**

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

**RESOLVED:** That the President is authorized to execute the agreement with Waste Management, Inc. for the delivery of Acceptable Waste to CRRA's Bridgeport Project, substantially as presented and discussed at this meeting.

Director Martland seconded the motion.

Mr. Gent said that the agreement with Waste Management was straightforward and would have an economic benefit of \$1.4 million per year based on the minimum commitment that the Bridgeport towns had to the project. Waste Management would deliver a minimum 125,000 tons per year of acceptable base on a put-or-day basis, with a delivery cap of 150,000 tons per year. The tip fee for that was \$61.25 per ton for the first 125,000 tons and \$60.00 per ton for the next 125,001 to 150,000 tons. Mr. Gent said that the SWAB approved the resolution and Director Lovejoy added that it would definitely benefit the tip fee.

Mr. Gent said that an RFP was posted on various newspapers on April 12, 2004. CRRA was asking for 80,000 tons per year to be delivered to Bridgeport and added that many requests were received for copies of the RFP. The bids were due on May 7, 2004, he added.

The motion previously made and seconded was approved unanimously.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Laretti	X		
Sherwood Lovejoy, Ad Hoc Bridgeport	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

**GENERAL**

**AUTHORIZATION REGARDING STANDARD FORM HAULER AGREEMENTS, MID-CONNECTICUT, BRIDGEPORT AND WALLINGFORD PROJECTS**

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

**RESOLVED:** That the President is hereby authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Mid-Connecticut, Bridgeport and Wallingford waste facilities using the standard form Hauler agreements, substantially as presented and discussed at this meeting.

Director Sullivan seconded the motion.

Mr. Kirk said that there were two minor changes to a historically straightforward agreement. Mr. Kirk said that for fiscal year 2004, approximately 105 contracts had been executed for waste deliveries to the three projects. CRRA wanted to spread the contract terms out to three years. Mr. Kirk said the haulers had raised questions regarding the contracts and CRRA was going to meet with them to address their concerns with the new contract on April 29, 2004. Mr. Kirk suggested that approval of the contract be postponed until the questions of the haulers were addressed.

The motion to table the referenced item made by Director Martland and seconded by Director O'Brien was approved unanimously.

**AUTHORIZATION REGARDING AN INITIATIVE TO CONDUCT A STUDY TO IDENTIFY POTENTIAL SITES FOR A NEW LANDFILL WITHIN THE STATE OF CONNECTICUT**

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

**RESOLVED:** That the President is hereby authorized to enter into a contract with Malcolm Pirnie, Inc. to undertake a study to identify possible sites which have landfill siting potential, substantially as discussed and presented at this meeting.

Director Cooper seconded the motion.

Mr. Kirk said that the resolution would authorize CRRA to contract with Malcolm Pirnie to begin a process of identifying potential landfill sites in the State of Connecticut. It was a very important initiative, he said, as there will likely be no landfills available to anyone in the State in the following five or ten years. It was CRRA's mission to provide options for its member towns. Mr. Kirk added that the initiative was in a preliminary stage but that it was important to identify where sites existed and how feasible they would be to serve as a landfill.

Mr. Egan stated that in order for CRRA to continue to fulfill its statutory obligation to identify appropriate solid waste management strategies and to plan for the limited landfill capacity in Connecticut, it was appropriate to conduct a comprehensive, definitive study to identify potential landfill sites within the State. Mr. Egan noted that 4 out of the 5 firms that submitted proposals were interviewed.

Mr. Egan noted that staff did not choose the lowest the bid because CRRA would not have gotten what it wanted for the price as compared to the other finalists. The hours that the consultant proposed as opposed to what CRRA staff believed was necessary would have been insufficient for the job, he added.

Director Lauretti said that he supported this effort and asked whether CRRA was going to examine alternatives such as transporting out of State. Mr. Egan replied that all alternatives would be examined including exporting out of State in the long-term as well as beneficial ash reuse. Director Lauretti asked whether CRRA had interaction with the DEP regarding legislative ramifications that could prohibit CRRA from going forward. Mr. Egan replied that the DEP was going to be involved in making sure that CRRA was heading in the right direction.

Vice Chairman Cassano asked whether the DEP should share the cost of the study, possibly from the dioxin tax which CRRA paid to the DEP. Mr. Kirk said that the legislation did not authorize CRRA to determine how monies from the dioxin tax was used, but that he would pursue the suggestion. Mr. Egan added that the DEP's role was to support the effort from a technical point of view. Mr. Kirk said that 13 possible sites had previously been documented by the DEP in 1989, and that CRRA would investigate the availability of those sites.

Director O'Brien said that he agreed with Mr. Egan's recommendation of the essential need to conduct a full and comprehensive study on potential landfill sites. Director O'Brien said the project was vital in showing that CRRA was serious and committed by funding the study. Vice Chairman Cassano agreed but added that some of the money paid to the DEP for the dioxin tax should be used to help fund the project. Mr. Bolduc added that the study was also pertinent in demonstrating to Wall Street that CRRA had all the components necessary to effectuate the refinancing process. Without a landfill, Mr. Bolduc said, the refinancing process was going to be in jeopardy.

The motion previously made and seconded was approved unanimously.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		

Alex Knopp	X		
Mark Lauretti	X		
<b>Non Eligible Voters</b>			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

**CHAIRMAN’S AND COMMITTEE REPORTS**

**ORGANIZATIONAL SYNERGY AND HUMAN RESOURCES COMMITTEE**

Mr. Kirk announced that Ms. Mattschei was leaving CRRA to pursue other career opportunities. Mr. Kirk said that Ms. Mattschei was going to work as a tennis professional in Vermont and then New Mexico. Chairman Pace said that Ms. Mattschei has been a remarkable asset in serving the CRRA Board and that he was sad to see her go.

Director O’Brien made a motion to thank Ms. Mattschei and to wish her good luck in her future endeavors. Chairman Pace seconded the motion and was approved unanimously.

**AUTHORIZATION TO MAKE ADJUSTMENTS IN COMPENSATION**

Chairman Pace requested a motion on the referenced item. Vice Chairman Cassano made the following motion:

**RESOLVED:** That the Chairman of the Organizational Synergy & Human Resources Committee is authorized to make adjustments in compensation in keeping with the approved CRRA Compensation Plan and approved CRRA salary range as substantially discussed at this meeting.

Director Cooper seconded the motion which was approved unanimously.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Ray O’Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		

<b>Non Eligible Voters</b>			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

**EXECUTIVE SESSION**

Chairman Pace requested a motion to convene an executive session to discuss litigation, pending litigation, contractual negotiations and personnel matters with appropriate staff. Director O'Brien made the motion which was seconded by Director Cooper. Chairman Pace requested that Messrs. Kirk, Bolduc, Gent and Ms. Schmidt remain during separate parts of the executive session. The motion previously made and seconded was approved unanimously.

The Executive Session began at 11:05 a.m.

The Executive Session concluded at 12:30 p.m.

Chairman Pace reconvened the Board meeting at 12:31 p.m.

Chairman Pace noted that no votes were taken in Executive Session.

**LEGAL**

**AUTHORIZATION REGARDING MEDIATION WITH THE MDC**

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

**RESOLVED:** That the Board hereby confirms that, per Chairman Pace's April 7, 2004 letter to William DiBella of the MDC, the mediation between CRRA and MDC will terminate should CRRA not receive from MDC notice of agreement with CRRA's March 5, 2004 offer by the end of business April 15, 2004.

Director Cooper seconded the motion.

Chairman Pace said that MDC's FOIA requests seemed to characterize a hostile-takeover attempt. Chairman Pace said that CRRA's transparency to the public had been apparent. The CRRA Board, because of its charge from the legislatures, had been diligent in its work to be transparent and to examine all options in the interests of the municipalities. CRRA, the public and the legislature should examine any entity considering a take-over of the CRRA, Chairman Pace said. The legislature, the public and the Governor's office had examined CRRA through a microscope in the previous two years of its existence. MDC needed to be put through the same microscopic examination, Chairman Pace continued, to ensure proper understanding of the situation between the two entities.

Director O'Brien said that he supported the resolution because it was CRRA's obligation to take the recommended action.

The motion previously made and seconded was approved unanimously.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Stephen Cassano	X		
Andrew Sullivan	X		
Theodore Martland	X		
Mark Cooper	X		
Ray O'Brien	X		
James Francis	X		
Alex Knopp	X		
Mark Lauretti	X		
<b>Non Eligible Voters</b>			
Sherwood Lovejoy, Ad Hoc, Bridgeport			
Timothy Griswold, Ad Hoc, Mid-Connecticut			

**AUTHORIZATION REGARDING PAYMENT TO MCGUIRE WOODS TO CONTINUE WITH THE RTC BANKRUPTCY REPRESENTATION**

Mr. Kirk said that the item was tabled until the Board received more information.

**OTHER BUSINESS**

Mr. Kirk said that the executive sessions would be put at the top of the agenda for the subsequent Board meetings.

Mr. Kirk asked whether there was a need to return the services of a stenographer for the Board meetings. Chairman Pace responded that he was satisfied with the minutes without a stenographer, which the Board supported.

**ADJOURNMENT**

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

There being no other business to discuss, the meeting was adjourned at 12:37 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "Angelica Mattschei".

Angelica Mattschei  
Corporate Secretary to the Board

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**EXECUTIVE SESSIONS**

**APRIL 15, 2004**

Executive Sessions were called for the purposes of discussing personnel issues and litigation, pending litigation, contractual negotiations and personnel matters were convened at 9:47 a.m. and 11:05 a.m. consecutively.

**DIRECTORS**

Vice Chairman Cassano  
Director Sullivan  
Director Laretti  
Director O'Brien  
Director Martland  
Director Knopp  
Director Francis  
Director Cooper

**MANAGEMENT**

Tom Kirk  
Ann Stravalle-Schmidt  
James Bolduc  
Floyd Gent

**HI**

Larry Brown

No votes were taken in the Executive Sessions.

The Executive Sessions were adjourned at 10:37 p.m. and 12:30 p.m. consecutively.

## **TAB 2**

**RESOLUTION REGARDING THE ADOPTION OF THE PERMITTING,  
DISPOSAL AND BILLING PROCEDURES**

**RESOLVED:** That the Board of Directors hereby adopts the Bridgeport Project, Mid-Connecticut Project, Southeast Project and Wallingford Project Permitting, Disposal and Billing Procedures as substantially presented and discussed at this meeting.

# Fiscal Year 2005

## Permitting, Disposal and Billing Procedures

*May 06, 2004*

The following includes changes as proposed by the Policy & Procurement Committee.

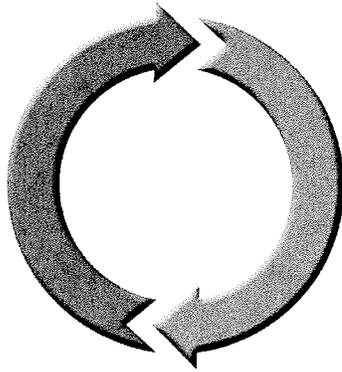
During this year's annual review of the Permitting, Disposal and Billing Procedures, CRRA management has standardized the procedures, where possible. These procedures are the guidelines CRRA customers follow to obtain access to our facilities, operate while on our premises and pay CRRA for its services.

The Policy & Procurement Committee voted to recommend that the attached resolution be forwarded to the CRRA Board of Directors at the May 2004 meeting for approval.

The following table highlights the major changes for each project as compared to the existing procedures to assist the Committee in evaluating the attached black-lined procedures.

**SUMMARIZED PROCEDURE OF SELECTED CHANGES TABLE**

Section / Descriptions	Extent of Changes			
	Bridgeport	Mid-Connecticut	Southeast	Wallingford
<b>Definitions:</b> Changes included modifications and standardization of definitions. No change in waste delivery standards.	Minor Revisions	Minor Revisions	Major Revisions	Major Revisions
<b>Preamble:</b> Language redrafted to include new phone number and website address. Notice to be issued prior to change over.	Minor Revisions	Minor Revisions	Moderate Revisions	Major Revisions
<b>Guaranty of Payment:</b> Documents the informal procedure already used by CRRRA relating to the frequency for evaluating GOPs.	Minor Revisions	Minor Revisions	Minor Revisions	Minor Revisions
<b>Issuance &amp; Renewal of Permit:</b> Documents and standardizes language regarding temporary permit issuance and use and adds language regarding display of permit numbers.	Minor Revisions	Minor Revisions	Minor Revisions	Minor Revisions
<b>Tare Weights:</b> Documents procedure already in use by CRRRA for taring trucks, plus adds non-compliance language.	Moderate Revisions	Minor Revisions	Moderate Revisions	Minor Revisions
<b>Municipal Permits</b> Requires haulers to register with municipalities if applicable.	New	New	New	Minor Revision
<b>Operating and Disposal Procedures</b> Standardized language across all projects. Haulers responsible for verification of weight tickets.	Moderate Revision + New	Minor Revision + New	Minor Revision + New	Moderate Revision + New
<b>Payment of Invoices</b> New language allows CRRRA to bill more than monthly to provide flexibility in resolving customer payment issues.	Minor Revisions	Minor Revisions	Minor Revisions	Minor Revisions
<b>Past Due Invoices</b> Standardized interest charge and reporting of delinquent haulers.	Minor + New	Minor + New	Minor + New	Minor + New
<b>Return Check Policy</b> Added language pertaining to returned checks.	New	New	New	New
<b>Dispute on Billing</b> Standardized language across all four projects.	New	New	New	New
<b>Sanctions</b> Standardized language across all four projects.	New	Moderate Revisions	New	Moderate Revisions
<b>Appeal Process</b> Standardized language to formalize appeal process.	New	New	New	New
<b>Sanction Table</b> Standardized language and fines across all four projects.	New	New	New	Moderate Revisions



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**BRIDGEPORT PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective July 1, 2004**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**BRIDGEPORT PROJECT**  
**PERMITTING, DISPOSAL AND BILLING PROCEDURES**

**TABLE OF CONTENTS**

1.	GENERAL .....	1
1.1	Definitions.....	1
1.2	Preamble .....	6
1.3	General Principles of Interpretation.....	6
2.	PERMITTING .....	6
2.1	Permit Application.....	6
2.2	Submission of Permit Application.....	7
2.3	Guaranty of Payment.....	7
2.4	Issuance and Renewal of Permit .....	8
2.5	Tare Weights.....	9
2.6	Miscellaneous .....	10
2.7	Municipal Permits.....	10
3.	INSURANCE .....	10
3.1	Insurance .....	10
3.2	Indemification .....	12
4.	OPERATING AND DISPOSAL PROCEDURES .....	13
4.1	Delivery of Acceptable Solid Waste.....	13
4.2	Access to the Facility .....	13
4.3	Temporary Emergency Access to the Facility.....	13
4.4	Hours for Delivery .....	13
4.5	Disposal Procedures.....	13
4.6	Weight Tickets.....	15
4.7	Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	16
5.	BILLING .....	17
5.1	Payment of Invoices.....	17
5.2	Liability for Payment of Invoices.....	17
5.3	Past Due Invoices.....	17
5.4	Miscellaneous .....	17
5.5	Return Check Policy .....	18
5.6	Disputes on Billing .....	18
6.	SANCTIONS .....	18
6.1	Sanctions.....	18

6.2 Appeal Process..... 19

7. **LEGAL**.....20

7.1 Consistency with Municipal Solid Waste Management Services Contract..... 20

7.2 Governing Law ..... 20

Appendix A - Sanction Table.....20

## 1. GENERAL

### 1.1 Definitions

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

- (a) **“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 the Authority in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Pursuant to subsection (7) below the Authority may agree in writing that Solid Waste originating from sources outside Participating Municipalities be deemed Acceptable Solid Waste, so long as it otherwise complies with the requirements specified herein. 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 calls 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 the Authority on a day-to-day basis;
  - (6) Paper butts or rolls, plastic or leather strappings 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 the Authority in its sole discretion. Acceptable Solid Waste shall not include any unacceptable Non-Processible Waste, Recycling Residue, Recyclables or other materials required to be recycled in accordance with Connecticut General Statutes, and/or Special Waste unless such foregoing unacceptable waste is

approved by the Authority 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.

- (b) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use the Facilities and the services in connection therewith.
- (c) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- (d) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
- (e) “**By-Pass Waste**” shall include Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.
- (f) “**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 the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (g) “**Facility**” shall mean the Authority's Bridgeport resources recovery facility located at 8 Howard Avenue in Bridgeport, Connecticut.
- (h) “**Facilities**” shall mean the Waste Facilities.
- (i) “**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 hereunder, (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 hereunder, 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 at sanitary landfills, as applicable. Hazardous Waste shall also include such other waste as deemed by the Authority in its sole discretion to be "Hazardous Waste."

- (j) "**Landfill**" shall mean any real property used by any Participating Municipality and the Authority for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, Special Waste and residue from the processing and/or incineration of Acceptable Solid Waste at the Facility.
- (k) "**Member Municipality**" shall mean a Municipality that has contracted with the Authority for waste management services.
- (l) "**Mixed Load**" shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.
- (m) "**Municipal Solid Waste Management Services Contract**" or "**MSA**" shall mean the contract between the Authority and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste generated by the Participating Municipality within its boundaries.
- (n) "**Non-Processible Waste**" shall 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 six (6) feet by seven (7) feet, including but not limited to the following:
  - (1) Household furniture, chairs, tables, sofas, mattresses, appliances and rugs;
  - (2) Individual items such as blocks of metal that would in the Authority's sole discretion and determination cause damage to the Waste Facilities if processed and/or incinerated therein;
  - (3) Bathroom fixtures, such as toilets bathtubs and sinks;
  - (4) 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 the Authority on a day-to-day basis; and
  - (5) Any other Acceptable Solid Waste deemed by the Authority in its sole discretion to be Non-Processible Waste.
- (o) "**Operator**" or "**Operators**" shall mean the organization or personnel in such organization under contract with the Authority for the operation of any of the Facilities.

- (p) “**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 corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with the Authority for the processing and disposal of Acceptable Solid Waste at the Facilities.
- (q) “**Permittee**” shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to the Authority and have been authorized to use the Facilities by the Authority.
- (r) “**Permit Number**” shall mean the vehicle identification number assigned by the Authority to a Permittee’s waste transportation vehicle for use at the Facilities.
- (s) “**Private/Non-Commercial Hauler**” shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (t) “**Project**” shall mean the Facilities constituting the Authority's Bridgeport Project.
- (u) “**Recyclables**” shall mean those items to be received in a commingled or segregated state and processed at the IPC, to include, and only include, segregated newspaper and cardboard, junk mail and magazines, co-mingled glass food and beverage containers, metal food and beverage containers, Plastic Containers, and such other items to be designated by SWEROC and the Authority and consented to by Vender, which consent shall not be unreasonable withheld. Such other items may include, but not be limited to, office paper and computer paper. In no case shall “Recyclable” be deemed to include any material or substance defined as a Hazardous Waste.
- (v) “**Solid Waste**” shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.
- (w) “**Transfer Station**” shall mean any of the following facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal: the Authority's solid waste transfer stations located in Greenwich, Darien, Norwalk, Westport, Fairfield, Trumbull and Milford.
- (x) “**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, 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. seq. 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 smouldering or on fire;
  - (3) Waste in 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 the Authority 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 the Authority 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 the Authority to deliver waste to any of the Facilities.
- (y) “**Waste Facilities**” shall mean the Facility and all Transfer Stations of the Project.
- (z) “**Waste Hauler**” shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the Connecticut General Statutes, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

## **1.2 Preamble**

These procedures may be amended by the Authority from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority 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 the Authority's website at [www.CRRA.org](http://www.CRRA.org).

## **1.3 General Principles of Interpretation**

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice-versa, whenever the context of these procedures so requires.
- (c) The Authority 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) These procedures constitute the Authority's minimal requirements for use of the Facilities. The Operators and each Participating Municipality having jurisdiction over any of the Facilities may have or impose additional requirements for such use, all of which requirements must be met and complied with by each applicant and Permittee hereunder. In the event that any provisions of these procedures conflicts with any such additional requirements, the more stringent requirement will control and prevail, and to the extent such more stringent requirement is not set forth in these procedures, it shall be deemed to be incorporated by reference and made a part of these procedures as if it had been fully set forth herein.
- (b) 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.

- (c) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to:
  - (1) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
  - (2) Origin of all waste that applicant will collect; and
  - (3) 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 the Authority all documents attached to the permit application, including but not limited to:

- (1) A Solid Waste Delivery Agreement (if applicable);
- (2) An Attestation Agreement;
- (3) An Indemnification Agreement;
- (4) Credit Agreement; and
- (5) A security deposit in the form and amount acceptable to the Authority or any other document required by the Authority at the Authority'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 the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority'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 the Authority or the Authority's Designee 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) Permittee shall submit along with its permit application a guaranty of payment satisfactory to the Authority 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 estimated by the Authority.

- (b) At its sole and absolute discretion, the Authority 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. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If Permittee submits to the Authority 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 the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit to the Authority 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, the Authority may deny the Permittee any further access to the 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 the Authority, applicant has paid to the Authority the applicable permit fees and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) 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 in a location clearly visible to the scalehouse operator and as designated by the Authority;
  - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and
  - (4) Trucks arriving at the scale house without the assigned Authority Permit Number displayed shall be denied access to the Facility.

- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority 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 the Authority 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 the Authority until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, the Authority 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 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 at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by the Facility's scale house.
- (b) After the initial tare weights have been obtained, the Authority and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with the Authority and/or the Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority'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 the Authority 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 is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies the Authority in writing of the lost or stolen permit.
- (d) Permittee shall give the Authority 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 phone number; or
  - (3) Change in physical location of Permittee's business.
  - (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 Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees 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 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

(\$1,000,000.00) dollars 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 (\$1,000,000.00) dollars each accident.
  - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to the Authority 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 the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
- (1) Name the Authority 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 the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
  - (4) Hold the Authority 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 the Authority 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-or better, or otherwise deemed acceptable by the Authority in its sole discretion.

- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to the Authority 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 the Authority 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) The Authority 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 the Authority, 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) the Authority, 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, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse the Authority for damage to property of the Authority 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**

Each Permittee shall deliver Acceptable Solid Waste to those Waste Facilities designated by the Authority, or as otherwise allowed pursuant to a Bridgeport Solid Waste Delivery Agreement executed by the Authority and the Permittee.

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

Access to the Facility by vehicles delivering Acceptable Solid Waste from outside the City of Bridgeport shall be by State Highway or Interstate Highway entrances to I-95 and proceeding to I-95 off-ramps closest to the destination. From the off-ramps, vehicles shall use only roads that access the Facility. Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

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

The Authority staff, in their sole discretion and subject to any conditions or restrictions that they deem appropriate, may on a case-by-case basis allow a Permittee temporary emergency access to the Facility for the purpose of delivering Acceptable Solid Waste 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 the Authority staff at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

### **4.4 Hours for Delivery**

- (a) The operating hours, including the list of holidays, can be obtained by contacting the Authority's Billing Department at (860)-757-7700 or visiting the Authority's website at [www.CRRA.org](http://www.CRRA.org).
- (b) The Authority 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.

### **4.5 Disposal Procedures**

- (a) Subject to any terms and conditions that the Authority may require, the Authority may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site.
- (b) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities. Only vehicles with back-up lights and audible warning signals that are properly functioning and 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) All vehicle traffic will be directed by the Operator.
- (e) No vehicles shall approach any scale until directed by the 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.
- (f) The speed limit on all roadways of the Facilities is 15 m.p.h., unless otherwise posted.
- (g) When directed, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (h) 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, the Authority and its agents, employees or Operators may choose to reload the Unacceptable Waste back on to the offending vehicle. In connection therewith, the Authority 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 (\$500.00) dollars. The Authority may impose a reloading charge of one thousand (\$1,000.00) dollars for each subsequent violation. The Authority 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, the Authority 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 the Authority 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.
- (i) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (j) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (k) Roll-off boxes shall not be turned around on site.

- (l) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) Drivers who wish to hand clean their truck blades must do so in areas designated by the Operators.
- (o) Upon the direction of the Operators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (p) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (q) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (r) No loitering is permitted at any of the Facilities.
- (s) 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.
- (t) At all times while on Facilities' premises, the drivers shall comply with the Operator's instructions.
- (u) Other procedures for the Facilities may be promulgated over time by the Authority and when issued must be strictly obeyed.
- (v) 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 the Authority to the appropriate authorities.

#### **4.6 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 and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he 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 the Authority and/or the scale operator as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority 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 the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

#### **4.7 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 the Authority only if the following criteria are met:
  - (i) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
  - (ii) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
  - (iii) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
  - (iv) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
  - (v) 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.

- (vi) 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 the Authority and payable as follows: The Authority 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 the Authority.

### **5.2 Liability for Payment of Invoices**

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

### **5.3 Past Due Invoices**

- (a) If a Permittee fails to pay in full any invoice issued by the Authority 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 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 the Authority 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 the Authority for three consecutive months, then the Authority must notify any municipality served by hauler of hauler's delinquency.

### **5.4 Miscellaneous**

If any Permittee falls to pay any invoice under this Section 5 by the due date for such invoice, then the Authority 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 the Authority all past due invoices including any interest thereon. Additionally, the Authority may in 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 the

Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

### **5.5 Return Check Policy**

- (a) For each check returned to the Authority, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by the Authority.
- (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 or longer.

### **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 the Authority. 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 the Authority 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 the Authority hereunder, the Authority may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of violations and their applicable sanctions but this is not 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 the Authority 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.
- (c) The Authority may in its sole discretion reduce the sanctions authorized in **Appendix A** if the Authority 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 the Authority for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority 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; and
  - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.7 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/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information ("Permittee/Hauler Information") that would contest the Incident Report, Hauler/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/Hauler Information.
- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence which contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.

- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA 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/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. 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 Consistency 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**

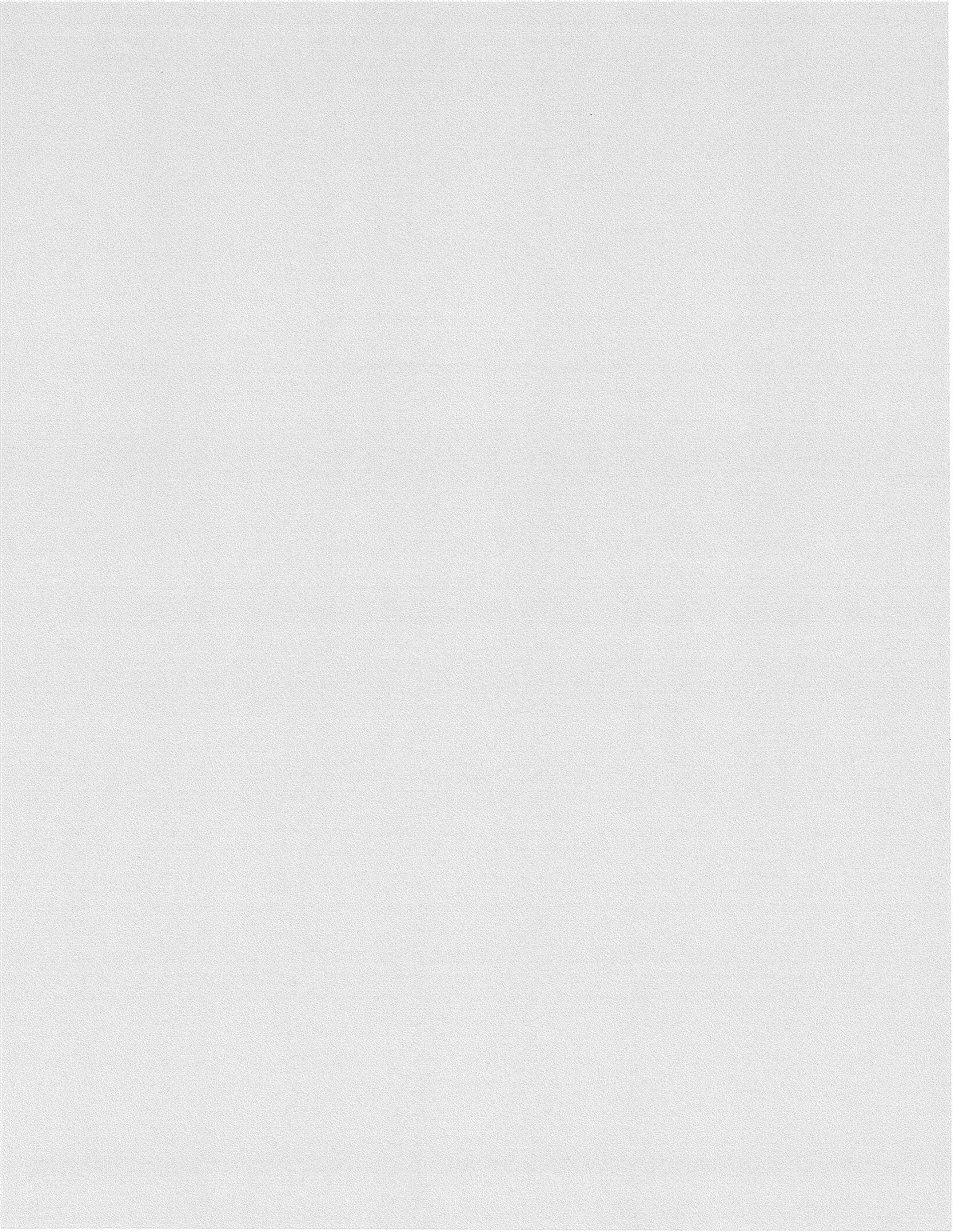
These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

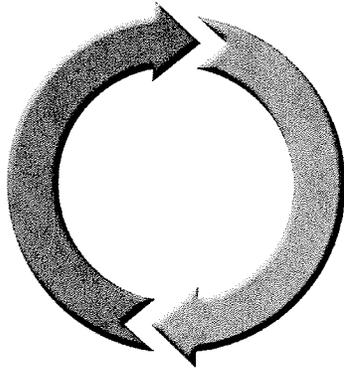
APPENDIX A

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

Notes:

1. First, all Violations are done **By Location**.
2. Second, Violations are done **By Type**.
3. The above list of **Types** 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 CRRRA or the waste-to-energy facility operator, in accordance with the respective waste-to-energy project agreements.





CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**MID-CONNECTICUT PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective July 1, 2004**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY  
MID-CONNECTICUT PROJECT  
PERMITTING, DISPOSAL AND BILLING PROCEDURES**

**TABLE OF CONTENTS**

1.	GENERAL .....	1
1.1	Definitions.....	1
1.2	Preamble .....	7
1.3	General Principles of Interpretation.....	7
2.	PERMITTING .....	7
2.1	Permit Application.....	7
2.2	Submission of Permit Application.....	8
2.3	Guaranty of Payment .....	8
2.4	Issuance and Renewal of Permit.....	9
2.5	Tare Weights.....	10
2.6	Miscellaneous .....	10
2.7	Municipal Permits.....	11
3.	INSURANCE .....	11
3.1	Insurance.....	11
3.2	Indemnification.....	13
4.	OPERATING AND DISPOSAL PROCEDURES.....	13
4.1	Delivery of Acceptable Solid Waste.....	14
4.2	Delivery of Acceptable Recyclables.....	14
4.3	Access to the Facility.....	14
4.4	Access to the Recycling Facility.....	14
4.5	Temporary Emergency Access to the Facilities.....	14
4.6	Hours for Delivery .....	15
4.7	Disposal Procedures.....	15
4.8	Weight Tickets.....	18
4.9	Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	18
5.	BILLING .....	19
5.1	Payment of Invoices.....	19
5.2	Liability for Payment of Invoices .....	19
5.3	Past Due Invoices.....	19
5.4	Miscellaneous .....	20
5.5	Return Check Policy.....	20
5.6	Disputes on Billing .....	20
6.	SANCTIONS .....	20
6.1	Sanctions.....	20

6.2	Appeal Process.....	21
7.	<b>LEGAL</b> .....	<b>22</b>
7.1	Consistent with Municipal Solid Waste Management Services Contract .....	22
7.2	Governing Law .....	22
	<b>APPENDIX A</b> .....	<b>23</b>
	<b>CONNECTICUT RESOURCES RECOVERY AUTHORITY</b> .....	<b>23</b>
	Mid-Connecticut Regional Recycling Center (RRC).....	23
	Facility Delivery Standards .....	23
	<b>APPENDIX B</b> .....	<b>29</b>
	Policy Guidelines for Accepting Residue from Recycling Facilities .....	29
	<b>APPENDIX C</b> .....	<b>30</b>

# 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 establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by the Authority in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities:
  - (1) All acceptable materials listed on Appendix A attached hereto and made a part; and
  - (2) Any other Solid Waste deemed by the Authority 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 the Authority 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 the Authority 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 the Authority 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 the Authority 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 the Authority 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 include Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority 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 the Authority 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 the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (i) “**Facility**” shall mean the Authority'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 the Authority in its sole discretion to be "Hazardous Waste."

- (l) "**Landfill**" shall mean any real property used by any Participating Municipality and the Authority 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 the Authority 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 of the Facilities.
- (o) "**Municipal Solid Waste Management Services Contract**" or "**MSA**" shall mean the contract between the Authority 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 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 the Authority'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 the Authority on a day-to-day basis;
  - (6) Christmas trees;
  - (7) Automobile tires with/without rims, and
  - (8) Any other Acceptable Solid Waste deemed by the Authority 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 the Authority 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 the Authority 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 the Authority and have been authorized to use the Facilities by the Authority.
- (u) **“Permit Number”** shall mean the vehicle identification number assigned by the Authority 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 the Authority'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 facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Recyclables from any Participating Municipality for transport to the 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 the Authority for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by the Authority 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) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by the Authority 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 the Authority’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 the Authority 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 the Authority 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 the Authority 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 the Authority 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 the Authority 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 the Authority in its sole discretion to be White Metals.

## **1.2 Preamble**

These procedures may be amended by the Authority from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority 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 the Authority’s website at [www.CRRA.org](http://www.CRRA.org).

## **1.3 General Principles of Interpretation**

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) The Authority 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 the Authority all of the necessary information requested thereon, including but not limited to:
- (1) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
  - (2) Origin of all waste that applicant will collect; and
  - (3) 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 the Authority all documents attached to the permit application, 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) A security deposit in the form and amount acceptable to the Authority or any other document required by the Authority at the Authority'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 the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority'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 the Authority or the Authority'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) Permittee shall submit along with its permit application a guaranty of payment satisfactory to the Authority 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 estimated by the Authority.

- (b) At its sole and absolute discretion, the Authority 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. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If Permittee submits to the Authority 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 the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit to the Authority 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, the Authority may deny the Permittee any further access to the 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 the Authority, applicant has paid to the Authority the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) 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 in a location clearly visible to the scalehouse operator and as designated by the Authority;
  - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and
  - (4) Trucks arriving at the scale house without the assigned Authority Permit Number properly displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot

be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority 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 the Authority 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 the Authority until such Permittee performs such renewal obligations.

- (d) At its sole and absolute discretion, the Authority may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. 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 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 at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by the Facility's scale house.
- (b) After the initial tare weights have been obtained, the Authority and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with the Authority and/or the Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority'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 the Authority 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 is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies the Authority in writing of the lost or stolen permit.
- (d) Permittee shall give the Authority 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 phone number; or
  - (3) Change in physical location of Permittee's business.
  - (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 the Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees 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 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 (\$1,000,000.00) dollars 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 (\$1,000,000.00) dollars each accident.
  - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to the Authority 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 the Authority 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 the Authority 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 the Authority by registered or certified mail of any cancellation, restrictive amendment non-renewal or change in coverage;
  - (4) Hold the Authority 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 the Authority 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 the Authority in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to the Authority 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 the Authority 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) The Authority 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 the Authority, 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) the Authority, 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 the Authority for damage to property of the Authority 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 the Authority.
- (b) White Metals and Scrap/Light Weight Metals must each be delivered to the Waste Facilities designated by the Authority 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.
- (c) The Authority may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that the Authority may require.
- (d) The Authority may accept Recycling Residue from a Non-Project Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that the Authority 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 deemed by the Authority 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. 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 Facilities. 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 be all Permittees.

#### **4.5 Temporary Emergency Access to the Facilities**

The Authority, 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 the Authority 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 the Authority's Billing Department at (860)-757-7700 or visiting the Authority's website at [www.CRRA.org](http://www.CRRA.org).
- (b) The Authority 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) 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 the Authority.
- (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 the Authority 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) The Operator will direct all vehicle traffic.
- (e) All scales will be operated on a "first-come, first served" basis except that the Authority 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 the Authority for such privileges.
- (f) The Authority will accept residue from recycling facilities only at the WPF and if the following conditions are met. (See attached).
- (g) No vehicles shall approach any scale until directed by the 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 any scale, the vehicle driver shall inform the scale Operator of the Participating Municipality from which the load originated.
- (j) 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 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, the Authority and its agents, employees or Operators reserve the right to reload the Unacceptable Waste back on to the offending vehicle. In connection therewith, the Authority 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 (\$500.00) dollars. The Authority may impose a reloading charge of one thousand (\$1,000.00) dollars for each subsequent violation. The Authority 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, the Authority 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 the Authority 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 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) Drivers who wish to hand clean their truck blades must do so in areas designated by the Operators.
- (s) Only trailers coming from a participating municipality's Transfer Station may be used to deliver Acceptable Solid Waste to a Transfer Station.
- (t) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from the Facility or Landfill if required by the scale Operator. Vehicles shall be tared as required by the Operator. Any Permittee whose driver does not tare his vehicle or roll-off box/trailer or sign the weight ticket pursuant to the Operator's instructions shall be charged the disposal fee for the gross weight of the load delivered.
- (u) Upon the direction of the Operators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (v) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (w) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (x) No loitering is permitted at any of the Facilities.
- (y) 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) At all times while on Facilities' premises, the drivers shall comply with the Operator's instructions.
- (aa) The Authority reserves the right to inspect incoming hauler deliveries at its sole discretion.
- (bb) Other procedures for the Facilities may be promulgated over time by the Authority and when issued must be strictly obeyed.
- (cc) 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 the Authority to the appropriate authorities.
- (dd) Foul language and inappropriate behavior, including both but not limited to, spitting, swearing, lewd behavior and littering, are not permitted on site at any of the Facilities.
- (ee) The Authority reserves the right to charge a \$500.00 reloading fee to a Permittee who delivers Unacceptable Waste, Non-Processible Waste, Special Waste or any material which the Authority deems in its sole and absolute discretion 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 and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he 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 the Authority and/or the scale operator as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority 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 the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority 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 the Authority only if the following criteria are met:
  - (i) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
  - (ii) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
  - (iii) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
  - (iv) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine

each Participating Municipality's volume of delivered Acceptable Solid Waste.

- (v) 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.
- (vi) 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 the Authority and payable as follows: The Authority 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 the Authority.

### **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 the Authority in connection with such delivery of waste/recyclables and the subsequent disposal or processing thereof by the Authority.

### **5.3 Past Due Invoices**

- (a) If a Permittee fails to pay in full any invoice issued by the Authority 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 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 the Authority 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 the Authority for three consecutive months, then the Authority 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 the Authority 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 the Authority all past due invoices including any interest thereon. Additionally, the Authority 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 the Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

## **5.5 Return Check Policy.**

- (a) For each check returned to the Authority, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by the Authority.
- (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 the Authority. 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 the Authority 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 the Authority hereunder, the Authority 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 but this is not 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 the

Authority 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.

- (c) The Authority may in its sole discretion reduce the sanctions authorized in **Appendix C** if the Authority 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 the Authority for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority 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/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation (“Incident Report”) on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information (“Permittee/Hauler Information”) that would contest the Incident Report, Hauler/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/Hauler Information.

- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence which contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA 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/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. 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

#### LOCATION

Mid-CT Offices  
211 Murphy Road,  
Hartford, CT 06114

Paper Processing Facility  
Capitol Recycling of CT (CROC)  
123 Murphy Road  
Hartford, Connecticut

Container Processing Facility  
FCR, Inc.  
211 Murphy Road  
Hartford, Connecticut

#### 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.

## 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.

## DELIVERY POLICY

Loads of residential-generated recyclables are to be delivered in permitted vehicles containing only the following acceptable materials:

### Paper Processing Facility

- (1) Newspaper and Magazines commingled
- (2) Corrugated Cardboard only
- (3) Newspaper, Magazines and Corrugated Cardboard commingled

### Container Processing Facility:

Commingled food and beverage containers including:

- (1) Clear glass
- (2) Brown glass
- (3) Green glass
- (4) Metal cans
- (5) Aluminum cans
- (6) Aluminum foil
- (7) PET (#1) plastic containers
- (8) HDPE (#2) plastic containers
- (9) Aseptic packaging (milk and juice cartons and juice boxes)

## 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.

**Glass food and beverage containers only** - clear, brown, and green bottles up to 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 three (3)/one (1) gallon in size; clean metal lids acceptable; No. 10 size cans acceptable. **EXAMPLES:** SOUP, VEGETABLE, JUICE, and other FOOD CANS, COOKIE TINS; DOG and CAT FOOD CANS.

**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** - code 42; washed clean; up to three (3) liters or one (1) gallon in size; 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.

## **MATERIALS NOT ACCEPTED**

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

## DELIVERY RULES AND REGULATIONS

- (1) Only residentially-generated recyclables will be accepted for delivery to the Mid-Connecticut Regional Recycling Center (RRC) and all the Recycling Transfer stations. All recyclables delivered to the RRC and Recycling Transfer Stations must meet the Facility Delivery Standards as detailed herein **Appendix A** in order to be accepted for processing.
- (2) Loads in which containers are mixed with new paper magazines and/or corrugated cardboard are not accepted for processing by either processing facility and are not accepted at the transfer stations.
- (3) All vehicles delivering to the RRC and the Recycling Transfer Stations must have a valid Mid-Connecticut permit issued by the Authority. Permit stickers must be displayed on roll-off containers as well as the vehicles delivering them.
- (4) Rear loading vehicles delivering to the RRC whose first or only delivery is newspaper, magazines and/or corrugated cardboard must enter the facility at 211 Murphy Road (Entrance marked "A").
- (5) Rear loading vehicles delivering to the RRC whose first or only delivery is containers must enter the facility at 123 Murphy Road (Entrance marked "B").
- (6) Operators of rear-dumping vehicles will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (7) All deliveries are subject to inspection of the contents by the Authority or its agent prior to, during, and/or after unloading.
- (8) Haulers may not deliver loads containing recyclables that originate from more than one town. Loads from towns not participating in the Authority's recycling program will not be accepted unless the Authority has authorized such delivery.
- (9) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened).
- (10) Loads of commingled containers may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (11) Loads of commingled containers may not be delivered in bags of any type. All commingled containers must be delivered in loose form to both the RRC and the recycling transfer stations.
- (12) Due to poor quality of pre-sorted bottles and cans previously delivered, the Authority does not encourage delivery of pre-sorted containers. Any town or hauler wishing to deliver presorted containers must first obtain written approval from the Authority.

## **LOAD REJECTION POLICY**

The Authority or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or 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 \$200 handling charge. Loads that are rejected prior to unloading will not be subject to a handling charge unless the Authority or 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 town of origin. The Authority reserves the right to charge additional fees, disposal fees, and or penalties above \$200.00 when circumstances warrant such.

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

- (1) They originate from more than one town.
- (2) They include commercially generated recyclables that are not collected as part of a town's residential program.
- (3) They originate from a town or towns that do not participate in the Mid-Connecticut Regional Recycling Program unless authorized by the Authority.
- (4) They are found to be contaminated and/or unprocessable.
- (5) The Authority has communicated in writing to the hauler that the load or loads cannot be delivered to the RRC without written approval of the Authority.

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

- (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than acceptable containers.

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

- (1) More than 10% of a load of newspaper i.e.: magazines and/or corrugated cardboard are wet except as a result of inclement weather.
- (2) Acceptance of the load would significantly disrupt the normal operations of the Facility.
- (3) More than 25% of a load's glass containers are broken.
- (4) More than 25% of aluminum cans are flattened or deformed.
- (5) More than 25% of plastic containers are flattened or deformed.
- (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material. Such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

## **VEHICLE STANDARDS**

- (1) The Authority reserves the right to restrict vehicle access to any and all Mid-Connecticut recycling facilities (including transfer stations).
- (2) All vehicles tipping at the facilities shall be automatic self-dumping vehicles and shall have a minimum capacity of twelve (12) cubic yards.
- (3) 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. The Authority 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.
- (4) 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.
- (5) Use of on-truck densifiers or other mechanical compaction to flatten containers is prohibited.

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

## 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 the Authority project staff for this purpose. Operators must provide the Authority with a copy of the DEP Permit to Operate. The Authority 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, the Authority 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 the Authority 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 the Authority 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 Authority projects from time to time may allow the receipt and disposal of processible non-project residue on a spot basis.

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

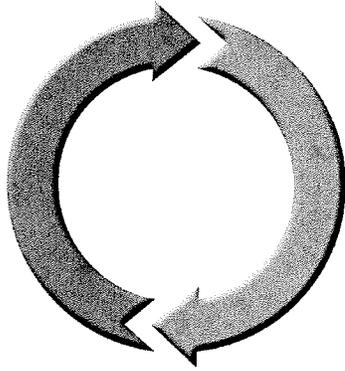
## APPENDIX C

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





CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**SOUTHEAST PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective July 1, 2004**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**SOUTHEAST PROJECT**  
**PERMITTING, DISPOSAL AND BILLING PROCEDURES**

**TABLE OF CONTENTS**

1.	GENERAL .....	1
	1.1 Definitions.....	1
	1.2 Preamble .....	5
	1.3 General Principles of Interpretation .....	5
2.	PERMITTING .....	5
	2.1 Permit Application.....	5
	2.2 Submission of Permit Application.....	6
	2.3 Guaranty of Payment.....	7
	2.4 Issuance and Renewal of Permit .....	7
	2.5 Tare Weights.....	8
	2.6 Miscellaneous .....	9
	2.7 Municipal Permits.....	9
3.	INSURANCE .....	9
	3.1 Insurance .....	9
	3.2 Indemnification .....	11
4.	OPERATING AND DISPOSAL PROCEDURES .....	12
	4.1 Delivery of Acceptable Solid Waste.....	12
	4.2 Access to the Facility .....	12
	4.3 Temporary Emergency Access to the Facility.....	12
	4.4 Hours for Delivery .....	12
	4.5 Disposal Procedures.....	13
	4.6 Weight Tickets.....	15
	4.7 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	15
5.	BILLING .....	16
	5.1 Payment of Invoices.....	16
	5.2 Liability for Payment of Invoices.....	16
	5.3 Past Due Invoices.....	16
	5.4 Miscellaneous .....	16
	5.5 Return Check Policy .....	17
	5.6 Disputes on Billing .....	17
6.	SANCTIONS .....	17

6.1 Sanctions ..... 17  
6.2 Appeal Process..... 18  
7. LEGAL.....19  
7.1 Consistent with Municipal Solid Waste Management Services Contract ..... 19  
7.2 Governing Law ..... 19  
  
Appendix A - Sanction Table .....21

## 1. GENERAL

### 1.1 Definitions

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

- (a) **“Acceptable Solid Waste”** shall include
  - (1) Municipal Solid Waste originating in the community consisting of household waste from private residences; commercial waste which originates in wholesale, retail or service establishments such as restaurants, stores, markets, theaters, hotels and warehouses; and institutional waste material originating in schools, hospitals, research institutions, public buildings, and industrial wastes, and
  - (2) Approved Special Waste that has been reviewed and approved by the Authority and/or the Operator for disposal at the facility but shall not include Recyclables.
- (b) **“Account”** shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use of the Facility and the services in connection therewith.
- (c) **“Authority”** or **“the Authority”** shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- (d) **“Bulky Waste”** shall mean construction, demolition and/or land clearing debris.
- (e) **“By-Pass Waste”** shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.
- (f) **“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 the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (g) **“Facility”** shall mean the Authority’s Southeast resources recovery facility located at 132 Military Highway in Preston, Connecticut.

- (h) “**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 hereunder, (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 hereunder, 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 at sanitary landfills, as applicable. Hazardous Waste shall also include such other waste as deemed by the Authority in its sole discretion to be “Hazardous Waste.”
- (i) “**Landfill**” shall mean any real property used by any Participating Municipality and the Authority for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, Special Waste and residue from the processing and/or incineration of Acceptable Solid Waste at the Facility.
- (j) “**Member Municipality**” shall mean a Municipality that has contracted with the Authority for waste management services.
- (k) “**Mixed Load**” shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facility.
- (l) “**Municipal Solid Waste Management Services Contract**” or “**MSA**” shall mean the contract between the Authority and a Participating Municipality for the processing and disposal at the Facility of all Acceptable Solid Waste generated by the Participating Municipality within its boundaries.
- (m) “**Non-Processible Waste**” shall 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 six (6) feet by seven (7) feet, including but not limited to the following:
- (1) Household furniture, chairs, tables, sofas, mattresses, appliances and rugs;

- (2) Individual items such as blocks of metal that would in the Authority's sole discretion and determination cause damage to the Waste Facilities if processed and/or incinerated therein;
  - (3) Bathroom fixtures, such as toilets bathtubs and sinks;
  - (4) 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 the Authority on a day-to-day basis; and
  - (5) Any other Acceptable Solid Waste deemed by the Authority in its sole discretion to be Non-Processible Waste.
- (n) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with the Authority for the operation the Facility.
  - (o) **“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 the Authority for the processing and disposal of Acceptable Solid Waste at the Facility.
  - (p) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to the Authority and have been authorized to use the Facilities by the Authority.
  - (q) **“Permit Number”** shall mean the vehicle identification number assigned by the Authority to a Permittee’s waste transportation vehicle for use at the Facilities.
  - (r) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
  - (s) **“Project”** shall mean the Facility constituting the Authority’s Southeast Project.
  - (t) **“Recyclables”** shall mean shall mean materials required to be recycled under the Connecticut General Statutes.
  - (u) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.
  - (v) **“Special Waste”** shall mean materials that are suitable for delivery, at the Authority’s sole and absolute discretion, but which may require special handling

and/or special approval by the Operator, CTDEP or another non-the Authority entity.

- (w) **“Unacceptable Waste”** shall include
- (1) All hazardous and radioactive waste;
  - (2) Any load with a significant amount of state-mandated recyclable material;
  - (3) Metal items such as hot water heaters, furnaces, gas barbecues, swing sets, vehicle frame parts, crank cases transmissions, engines, lawn equipment, snow blowers, bicycles, tricycles, metal piping, scrap metal, bed springs, 55-gallon drums, fuel tanks and metal furniture;
  - (4) White goods and appliances such as refrigerators, stoves, freezers, dishwashers, washers, dryers, microwaves, air conditioners, water softeners and televisions;
  - (5) Regulated infectious and medical wastes such as surgical and obstetrical wastes, pathological wastes, biological wastes, blood soiled materials, renal dialysis wastes, animal carcasses, unautoclaved or unsterilized serums and vaccines, laboratory wastes exposed to pathogens, sharp instruments, and hypodermic needles;
  - (6) Unapproved special waste such as nickel-cadmium and mercuric-oxide batteries;
  - (7) Land-clearing debris such as tree stumps, branches, shrubs, and grass clippings;
  - (8) Construction and demolition debris such as brick, mortar, concrete, asphalt shingles, sheetrock and treated wood or lumber;
  - (9) Any Solid Waste that is deemed by the Authority and/or Operator in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste as set forth in these and/or Operator’s procedures; and
  - (10) Any other waste deemed by the Authority and/or Operator 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 the Authority and/or Operator to deliver waste to the Facility.
- (x) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and Landfills of the Project.

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

## **1.2 Preamble**

The Authority may amend these procedures from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority 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 the Authority’s website at [www.CRRA.org](http://www.CRRA.org).

## **1.3 General Principles of Interpretation**

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- (c) The Authority 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.
- (e) These procedures incorporate by reference the Operator’s procedures and if there is any conflict, the Operator’s procedures shall apply.

# **2. PERMITTING**

## **2.1 Permit Application**

- (a) These procedures constitute the Authority’s minimal requirements for use of the Facility. The Operators and each Participating Municipality having jurisdiction over the Facility may have or impose additional requirements for such use, all of which requirements must be met and complied with by each applicant and Permittee hereunder. In the event that any provisions of these procedures conflicts with any such additional requirements, the more stringent requirement will control and prevail, and to the extent such more stringent requirement is not set forth in these procedures, it shall be deemed to be incorporated by reference and made a part of these procedures as if it had been fully set forth herein.

- (b) Any Waste Hauler, Private Non-Commercial Hauler, Participating Municipality, or any other person or entity that desires to use the Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facility.
- (c) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to:
  - (1) The identification of each vehicle owned, leased or operated by the applicant or its agents and employees and to be used by the applicant;
  - (2) Origin of all waste that applicant will collect; and
  - (3) 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 the Authority all documents attached to the permit application, 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) A security deposit in the form and amount acceptable to the Authority or any other document required by the Authority at the Authority'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 the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority's Designee in any matter affecting the orderly operation of the Facility and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that its failure to cooperate with the Authority or the Authority's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facility.

## **2.3 Guaranty of Payment**

- (a) Permittee shall submit along with its permit application a guaranty of payment satisfactory to the Authority 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 two at least (2) months' of waste disposal charges as estimated by the Authority.
- (b) At its sole and absolute discretion, the Authority 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. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If Permittee submits to the Authority 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 the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit to the Authority 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, the Authority may deny the Permittee any further access to the 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 the Authority, applicant has paid to the Authority the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) 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 in a location clearly visible to the scalehouse operator and as designated by the Authority;
  - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal- and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and

- (4) Trucks arriving at the scale house without the assigned Authority Permit Number displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority 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 the Authority 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 Facility by the Authority until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, the Authority 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 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 at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by the Facility's scale house.
- (b) After the initial tare weights have been obtained, the Authority and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with the Authority and/or the Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority'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 the Authority 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 is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies the Authority in writing of the lost or stolen permit.
- (d) Permittee shall give the Authority 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 phone number; or
  - (3) Change in physical location of Permittee's business.
  - (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 the Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees 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 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

(\$1,000,000.00) dollars 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). If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

- (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 (\$1,000,000.00) dollars each accident.
  - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to the Authority 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 the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
- (1) Name the Authority as an additional insured (this requirement shall not apply to workers' compensation insurance);
  - (2) Include a standard severability of interest clause;
  - (3) Provide for not less than thirty (30) days' prior written notice to the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
  - (4) Hold the Authority 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 the Authority 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 B+ VIII or better, or otherwise deemed acceptable by the Authority in its sole discretion.

- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to the Authority 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 the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for same.
- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
- (h) The Authority shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:
  - (1) The existence, non-existence, 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 the Authority, 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, 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 other damages alleged to have been sustained by: (a) the Authority, 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, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse the Authority for damage to property of the Authority 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**

Each Permittee shall deliver Acceptable Solid Waste to the Facility designated by the Authority staff, or as otherwise allowed pursuant to a Southeast Solid Waste Delivery Agreement executed by the Authority and the Permittee.

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

Vehicles shall follow the routes that SCRRRA has established as acceptable routes as follows:

- (a) Vehicles making deliveries to the Facility from the west side of the Thames River and from municipalities north of Preston should proceed on Route 395 (north and south) to Exit 79A to Route 2A east then south on Route 12 to the Facility entrance. Deliveries from Norwich, Waterford and New London may also use Route 32 (north and south) to Route 2A east.
- (b) Vehicles making deliveries to the Facility from the east side of the Thames River should use Route 95 or Route 184 to Route 12 north. Route 201 (north and south) to Route 2 west to Route 214 west to Route 12 and Route 117 (north and south) to Route 214 west to Route 12 may be used. Route 12 south from Norwich may also be used.
- (c) The portion of Route 2A through Poquetanuck Village in Preston (between Route 2 and Route 12) may not be used.
- (d) More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

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

The Authority staff, in their sole discretion and subject to any conditions or restrictions that they deem appropriate, may on a case-by-case basis allow a Permittee temporary emergency access to the Facility for the purpose of delivering Acceptable Solid Waste 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 the Authority staff at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

### **4.4 Hours for Delivery**

- (a) The operating hours, including the list of holidays, can be obtained by contacting the Authority's Billing Department at (860)-757-7700 or visiting the Authority's website at [www.CRRRA.org](http://www.CRRRA.org).

- (b) The Authority 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.

#### **4.5 Disposal Procedures**

- (a) Subject to any terms and conditions that the Authority may require, the Authority staff may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site.
- (b) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facility, unless otherwise approved (on a case-by-case basis) by the Authority staff and/or Operator. Only vehicles with back-up lights and audible warning signals that are properly functioning and in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facility.
- (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 Facility.
- (d) The Operator will direct all vehicle traffic.
- (e) No vehicles shall approach any scale until directed by the 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.
- (f) Obey all posted speed limits, traffic directions and truck instruction signs.
- (g) When positioned on any scale, the vehicle driver shall inform the scale Operator of the Participating Municipality from which the load originated.
- (h) 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.
- (i) When directed by the 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.
- (j) Unacceptable Waste shall not be delivered by any Permittee or vehicle to the Facility. In the event that Unacceptable Waste is delivered to the Facility, the Authority and its agents, employees or Operators may choose to reload the Unacceptable Waste back on to the offending vehicle. In connection therewith, the Authority may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle.
- (k) All trucks must remain tarped until they are in the disposal area and out of the operation's way.

- (l) No drainage of roll-off boxes is allowed on the premises of the Facility.
- (m) Roll-off boxes shall not be turned around on site.
- (n) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (o) Drivers must latch and unlatch packers in the disposal area.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by the Operators.
- (q) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the out-bound scale prior to departure from the Facility if required by the scale Operator. Vehicles shall be tared as required by the Operator. Any Permittee whose driver does not tare his vehicle or roll-off box/trailer or sign the weight ticket pursuant to the Operator's instructions shall be charged the disposal fee for the gross weight of the load delivered.
- (r) Upon the direction of the Operators, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (s) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (t) All vehicles and personnel shall proceed at their own risk on the premises of the Facility.
- (u) No loitering is permitted at the Facility.
- (v) Smoking of tobacco products is prohibited at Facility except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of the Facility is strictly prohibited.
- (w) At all times while on Facility's premises, the drivers shall comply with the Operator's instructions.
- (x) Other procedures for the Facility may be promulgated over time by the Authority and when issued must be strictly obeyed.
- (y) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the Connecticut General Statutes or any other federal, state or local law or regulation shall be reported by the Authority to the appropriate authorities.
- (z) The Authority has the right to inspect all solid waste deliveries.
- (aa) All haulers shall comply with specific municipal rules and regulations including, but not limited to, permits, applicable service fees, and other local limitations.

#### **4.6 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 and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he 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 the Authority and/or the scale operator as soon as possible. CRRRA assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority 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 the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

#### **4.7 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 the Authority only if the following criteria are met:
  - (i) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
  - (ii) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
  - (iii) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
  - (iv) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating

Municipality's volume of delivered Acceptable Solid Waste.

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

### **5.2 Liability for Payment of Invoices**

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

### **5.3 Past Due Invoices**

- (a) If a Permittee fails to pay in full any invoice issued by the Authority 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 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 the Authority 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 the Authority for three consecutive months, then the Authority 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 the Authority may in its sole discretion deny such Permittee any further access to the

Facility and/or suspend or revoke its permit for the same until such Permittee pays in full to the Authority all past due invoices including any interest thereon. Additionally, the Authority may in 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 the Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

## **5.5 Return Check Policy**

- (a) For each check returned to the Authority, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by the Authority.
- (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 the Authority. 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 the Authority for the disputed charge(s) until notice is give as aforesaid.

# **6. SANCTIONS**

## **6.1 Sanctions**

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to the Authority hereunder, the Authority may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See Appendix A attached hereto for examples of violations and their applicable sanctions but this is not 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 the Authority 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.

- (c) The Authority may in its sole discretion reduce the sanctions authorized in Appendix A if the Authority 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 the Authority for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority 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; and
  - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.7 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/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford, CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information ("Permittee/Hauler Information") that would contest the Incident Report, Hauler/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/Hauler Information.

- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence that contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninformed ad hoc hauler member selected from a list of haulers registered to use the CRRA 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/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. 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**

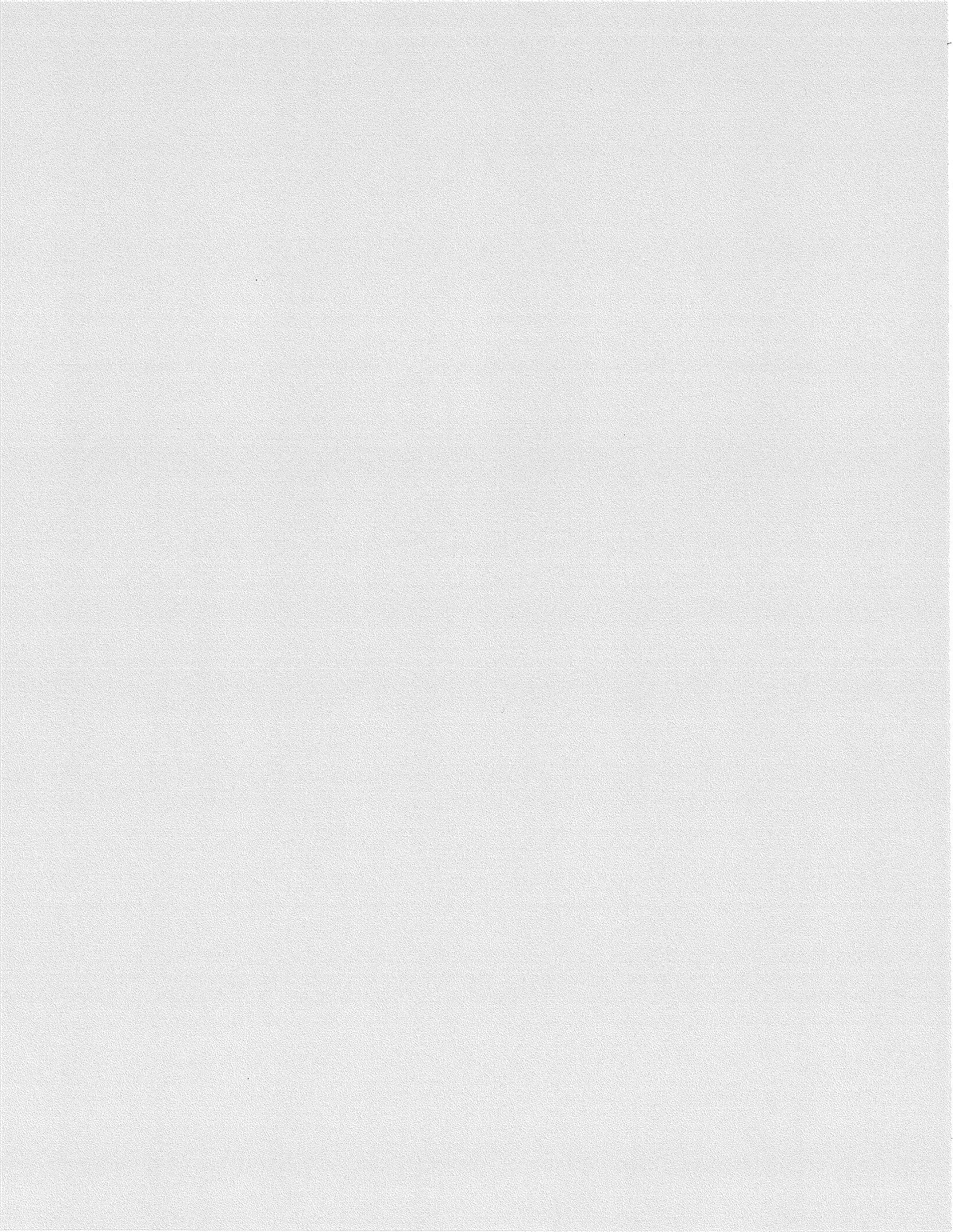
These Procedures shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

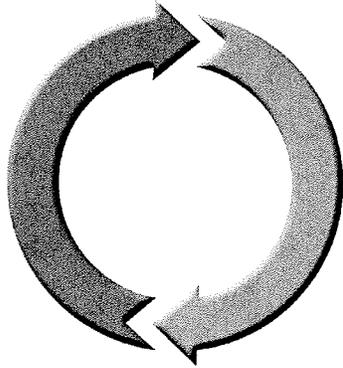
## APPENDIX A

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

**Notes:**

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





CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

**WALLINGFORD PROJECT**

**PERMITTING, DISPOSAL AND BILLING  
PROCEDURES**

**Effective July 1, 2004**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**WALLINGFORD PROJECT**  
**PERMITTING, DISPOSAL AND BILLING PROCEDURES**

**TABLE OF CONTENTS**

1.	GENERAL .....	1
1.1	Definitions.....	1
1.2	Preamble .....	6
1.3	General Principles of Interpretation.....	6
2.	PERMITTING .....	6
2.1	Permit Application.....	6
2.2	Submission of Permit Application.....	7
2.3	Guaranty of Payment.....	7
2.4	Issuance and Renewal of Permit .....	8
2.5	Tare Weights.....	9
2.6	Miscellaneous .....	9
2.7	Municipal Permits.....	10
3.	INSURANCE .....	10
3.1	Insurance .....	10
3.2	Indemnification .....	12
4.	OPERATING AND DISPOSAL PROCEDURES .....	12
4.1	Delivery of Acceptable Solid Waste.....	12
4.2	Access to the Facility .....	12
4.3	Hours for Delivery .....	16
4.4	Disposal Procedures.....	16
4.5	Weight Tickets .....	17
4.6	Temporary Emergency Access To The Facilities .....	18
4.7	Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities.....	18
5.	BILLING .....	19
5.1	Payment of Invoices.....	19
5.2	Liability for Payment of Invoices.....	19
5.3	Past Due Invoices.....	19
5.4	Miscellaneous .....	20
5.5	Return Check Policy .....	20
5.6	Disputes on Billing .....	20
6.	SANCTIONS .....	20
6.1	Sanctions.....	20

6.2	Appeal Process .....	21
7.	<b>LEGAL</b> .....	<b>22</b>
7.1	Consistent with Municipal Solid Waste Management Services Contract .....	22
7.2	Governing Law .....	22
	Appendix A – Sanctions Table .....	23

## 1. GENERAL

### 1.1 Definitions

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

- (a) “**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 the Authority in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Pursuant to subsection (7) below the Authority may agree in writing that Solid Waste originating from sources outside Participating Municipalities be deemed Acceptable Solid Waste, so long as it otherwise complies with the requirements specified herein. 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 calls 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 the Authority on a day-to-day basis;
  - (6) Paper butts or rolls, plastic or leather strappings 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 the Authority in its sole discretion. Acceptable Solid Waste shall not include any unacceptable Non-Processible Waste, Recycling Residue, Recyclable Materials, and/or Special Waste unless such foregoing unacceptable waste is approved by the Authority 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.

- (b) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use of the Facility and the services in connection therewith.
- (c) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- (d) “**Bulky Waste**” shall mean construction, demolition, and/or land clearing debris.
- (e) “**By-Pass Waste**” Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by the Authority for disposal at any other site designated by the Authority.
- (f) “**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 the Authority in its sole discretion to be Contaminated Soil.
- (g) “**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 the Authority, any company/entity contracted or authorized by the Authority to haul waste.
- (h) “**Facility**” shall mean the Authority's Resource Recovery Facility located at 530 South Cherry Street in Wallingford, Connecticut 06492.
- (i) “**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 hereunder, (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 hereunder, 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 at sanitary landfills, as applicable. Hazardous Waste shall also include such other waste as deemed by the Authority in its sole discretion to be “Hazardous Waste.”

- (j) “**Landfill**” shall mean any properly licensed real property used by any Participating Municipality and/or the Authority for the disposal of Recycling Residue, ByPass Waste, NonProcessible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.
- (k) “**Member Municipality**” shall mean a Municipality that has contracted with the Authority for waste management services.
- (l) “**Mixed Load**” shall mean waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to the Facility.
- (m) “**Municipal Solid Waste Management Services Contract**” shall mean the contract between the Authority and a Participating Municipality for the delivery processing and disposal of all Acceptable Solid Waste generated within the boundaries of the Participating Municipalities for disposal at the Project.
- (n) “**Non-Processible Waste**” shall include the following categories of Solid Waste (other than Unacceptable Waste):
  - (1) Street sweepings.
  - (2) Non-combustible construction materials and demolition debris, including masonry, brick and stone, structural steel, re-bar, and structural shapes.
  - (3) Oversized Bulky Waste, that is, items which exceed seven (7) feet by three (3) feet by five (5) feet in size.
  - (4) Tree stumps, logs, brush, and combustible demolition debris which exceed four (4) feet in length and four (4) inches in diameter or four (4) inches in thickness.
  - (5) Other items not normally burned in a mass-burn facility, such as white goods and engine blocks, the processing of which would cause damage to the Facility.
  - (6) Any Solid Waste not classified as Unacceptable Waste from the Participating Municipalities that cannot be burned at the Facility.
  - (7) Any other waste deemed by the Authority in its sole discretion to be “Non-Processible Waste.”

- (o) “**Operator**” or “**Operators**” shall mean the organization or personnel in such organization under contract with the Authority for the operation of the Facility.
- (p) “**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 for disposal at the Facility.
- (q) “**Permittee**” shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to the Authority and have been authorized to use the Facilities by the Authority.
- (r) “**Permit Number**” shall mean the vehicle identification number assigned by the Authority to a Permittee’s waste transportation vehicle for use at the Facilities.
- (s) “**Private/Non-Commercial Hauler**” shall mean shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (t) “**Project**” shall mean the facilities constituting the Authority’s Wallingford Project.
- (u) “**Recyclable Materials**” shall mean any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (v) “**Residue**” shall mean ash residue or material remaining after the processing and combustion of Acceptable Solid Waste at the Facility.
- (w) “**Roll-Off Box or Trailer**” shall mean all containers, stationary compactors, etc. used for waste requiring a truck chassis for transport.
- (x) “**Safety Violation**” shall mean any act, which jeopardizes the safety of persons or property at the facility.
- (y) “**Solid Waste**” shall include unwanted or discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials customarily collected and treated in a municipal sewage and/or water treatment system.
- (z) “**Special Waste**” shall mean materials that are suitable for delivery, at the Authority’s sole and absolute discretion, but which may require special handling and/or special approval by CT DEP or another non-Authority entity.
- (aa) “**Temporary Vehicle**” – shall mean a vehicle not permitted.
- (bb) “**Transfer Station**” shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by the Authority for receiving Acceptable Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

- (cc) **“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, 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. seq. 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 in 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 the Authority 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 the Authority in its sole discretion for any reason to be Recyclable Materials, Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by the Authority to deliver waste to any of the Facilities.
- (dd) **“Waste Facilities”** shall mean the Facility and all Transfer Stations and Landfills of the Project.
- (ee) **“Waste Hauler”** shall mean shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the Connecticut General Statutes, that derives its main source of income from the collection, transportation, and/or disposal of waste.

## **1.2 Preamble**

The Authority may amend these procedures from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact the Authority 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 the Authority's website at [www.CRRA.org](http://www.CRRA.org).

## **1.3 General Principles of Interpretation**

- (a) The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures
- (b) The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice-versa, whenever the context of these procedures so requires.
- (c) The Authority 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 Facility shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facility.
- (b) Each applicant for a permit shall complete a permit application and provide to the Authority all of the necessary information requested thereon, including but not limited to:
  - (1) The identification of each vehicle owned, leased or operated by the applicant or its agent and employees and to be used by the applicant at the Facility;
  - (2) The origin of the waste that the applicant's vehicle collects; and
  - (3) 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 the Authority all documents attached to the permit application, including but not limited to:

- (1) A Solid Waste Delivery Agreement (if applicable);
- (2) An Attestation Agreement;
- (3) Indemnification Agreement;
- (4) Credit Agreement; and
- (5) Security deposit in the form and amount acceptable to the Authority

## **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 fees to the Authority.
- (b) Pursuant to the submission of a Permit Application to the Authority, each applicant and Permittee hereby agrees to cooperate with the Authority or the Authority's Designee in any matter affecting the orderly operation of the Facility and to fully abide by and comply with these procedures. In addition to the foregoing, each applicant and Permittee acknowledges and agrees that its failure to cooperate with the Authority or the Authority's Designee or to abide by or comply with these procedures shall result in fines and/or suspension or revocation of disposal privileges at the Facility.

## **2.3 Guaranty of Payment**

- (a) Permittee shall submit, along with its permit application, a guaranty of payment satisfactory to the Authority in all respects and in the form of payment a letter of credit, a suretyship bond, cash, or a cashier's check in an amount sufficient to cover at least three (3) month's of waste disposal charges as estimated by the Authority.
- (b) At its sole and absolute discretion, the Authority 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. The Authority shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) Additionally, if Permittee submits to the Authority, a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same, renew its letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to the Authority. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by the Authority, Permittee shall immediately submit

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

- (d) If the Permittee fails to comply with any of the requirements of this Section 2.3, or fails to maintain adequate security, then the Authority may deny Permittee any further access to the Facility and/or revoke or suspend 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 the Authority, applicant has paid to the Authority the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to the Authority, then the Authority may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
  - (1) The Permittee shall be assigned an Account number;
  - (2) 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 in a location clearly visible to the scalehouse operator and as designated by the Authority;
  - (3) Each Permittee's Roll-off Boxes and Trailers shall be assigned a decal- and the decal shall be prominently and permanently affixed by the Permittee in a location clearly visible to the scalehouse operator, as designated by the Authority; and
  - (4) Trucks arriving at the scale house without the assigned Authority Permit Number displayed shall be denied access to the Facility.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to the Authority 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 the Authority 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 Facility by the Authority until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, the Authority may issue a Permittee a Temporary Permit for a vehicle this is 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 are issued once every 60 days, per Permittee. During any time period when a

Permittee's vehicle is denied disposal privileges, no temporary permits will be granted to the Permittee that is denied disposal privileges.

## **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 at the Facility. Such tare weights shall be obtained at the direction and under the procedures set forth by such facility's scalehouse.
- (b) After the initial tare weights have been obtained, Authority and/or Operator may require the verification of tare weights on a random basis to verify weight records. Haulers shall cooperate with the Authority and/or Operator to provide such data as required.
- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by the Authority at its sole and absolute discretion.
- (d) At the direction of the Authority or the Authority'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 the Authority pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittees are responsible for all charges, costs expenses, disposal fees and fines incurred under the permit.
- (c) If Permittee's permit is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies the Authority in writing of the lost or stolen permit.
- (d) Permittee shall give the Authority advance written notice of any changes in such Permittee's business operation that would have a material effect on Permittee's delivery schedules or weight records and shall include the effective date(s) 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 phone number(s);
- (3) Changes in physical location of Permittee's business; and
- (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 Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees shall be required to register with such Participating Municipality from which it will collect from and deliver waste. Also, each Participating Municipality has established its own permit, registration, and/or inspection requirements, which must be followed 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 (\$1,000,000.00) dollars 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 (\$1,000,000.00) dollars each accident.
  - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars each accident for bodily injury by accident and five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit, along with its permit or permit renewal application to the Authority, 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 the Authority within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(c) below and certifying that such insurance has been renewed and remains in full force and effect.

- (c) All policies for each insurance required above shall:
  - (1) Name the Authority as an additional insured (this requirement shall not apply to Business 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 the Authority by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
  - (4) Hold the Authority 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 the Authority 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 B+ VIII or better, or otherwise deemed acceptable by the Authority in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, an applicant or Permittee may submit to the Authority 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 the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for same.
- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
- (h) The Authority shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:

- (1) The existence, non-existence, 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 the Authority, 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, 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 other damages alleged to have been sustained by: (a) the Authority, 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, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Permittee or any of its directors, officers, employees, agents or subcontractors. Permittee further undertakes to reimburse the Authority for damage to property of the Authority 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**

Any Permittee that has a solid waste delivery agreement with the Authority shall deliver Acceptable Solid Waste only to those Waste Facilities designated by the Authority.

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

Within the boundaries of the Town of Wallingford, all Permittees delivering waste to the Facility from Participating Municipalities shall use the routes specified below:

- (a) North Haven and Hamden – I-91 North to Exit 13; North on South Colony (Route 5 north), to west on John Street and south on South Cherry Street to the Facility.
- (b) Meriden – I-91 South to Exit 13 and the same route as above from that point on.

- (c) Cheshire - First choice - east on Route 68 to I-91, south to Exit 13. Second choice - east on Cook Hill Road to south on South Turnpike Road and then east on Toelles Road to South Colony. In both cases trucks shall proceed north on South Colony to west on John Street and south on South Cherry Street to the Facility.
- (d) Any hauler who violates the truck routes described in this section shall be subject to the penalties set forth in **Appendix A** hereof.
- (e) Trucks are not to be left unattended while on or off the Facility site if doing so impedes the approach to or exit from the Facility.
- (f) No waste hauler/driver shall possess, consume, nor be under the influence of any illegal, controlled or intoxicating substances while at the Facility site.
- (g) Lighted cigarettes or other sources of combustion are not to be in or around the tipping floor/pit area/dumpsters.
- (h) Waste haulers at the Facility who discover a fire in their truck (hot loads) shall be diverted to the staging area outside the tipping floor to unload. Operator shall call the Wallingford Fire Department to extinguish all fires.
- (i) In the event of explosions, incidents, or Facility damage which impairs the flow of traffic or ability to dispose of Acceptable Solid Waste at the Facility, haulers shall follow directions and procedures of Operator.
- (j) Any damage to a hauler's truck or equipment alleged to have occurred at the Facility shall be reported immediately to the Operator.
- (k) After appropriate notification, Operator will bill haulers for damage to the Facility or equipment caused by their drivers and/or equipment.
- (l) Waste haulers should make every effort to unload in an expedient manner to assure even traffic flow through the Facility. There will be no scavenging of refuse at the Facility.
- (m) Foul language and inappropriate behavior are not permitted on site e.g., spitting, swearing, lewd gestures, littering, etc.
- (n) Restroom facilities are not available. There will be no defecating or urinating on site.
- (o) Any waste hauler who commits a maintenance violation shall be subject to the penalties set forth in **Appendix A** hereof.
- (p) All Hazardous Waste shall be rejected from the Facility if delivery is attempted. Haulers who have received weight tickets for loads, which contain a portion of Hazardous Waste, shall not receive a credit for any rejected portion.

- (q) Waste haulers shall dispose of the Hazardous Waste at their cost at a site and in a manner prescribed by law.
- (r) In addition to any costs and damages described herein, waste haulers shall pay all costs and damages which include but are not limited to removal, disposal, liabilities for third parties, repairing any damage to the Facility, cleanup, transportation, attorneys' fees, containment, and court costs.
- (s) Any hauler who attempts to deliver or delivers Hazardous Waste shall be subject to the penalties set forth in **Appendix A** hereof
- (t) The following wastes are banned at the Facility.
  - (1) BULKY AND OVERSIZED WASTE – Such items as dirt, brick, stone, asphalt, asphalt shingles or roofing, concrete, demolition material, drywall or wallboard, large items containing a metal structure such as bedsprings, mattresses or furniture, tree stumps, wooden skids, logs, wood exceeding 4 inches in diameter or 4 feet in length, and brush (small bundles of brush from residential pick-ups where branches do not exceed 2” in diameter and 3 feet in length will be accepted).
  - (2) HAZARDOUS WASTE – See definition of Hazardous Waste.
  - (3) SCRAP METALS - Large metal items such as auto parts, structural steel, rebar, pipe, refrigerators, stoves, air conditioners, boilers, hot water heaters, bicycles, lawn mowers and lawn furniture.
  - (4) OTHER ITEMS THAT ENDANGER THE FACILITY - Such items as gasoline cans, propane tanks, pyrotechnics or fireworks, explosives, ammunition, sawdust and compressed gas cylinders of any kind.
  - (5) ROLLS OF PAPER AND ROLLED CARPETS - Carpets will be accepted if cut into pieces whose largest dimension does not exceed 3 feet. Large loads of carpeting will be rejected, even if cut.
  - (6) CORRUGATED CARDBOARD AND OFFICE PAPER - Significant quantities of these materials in a waste load will be rejected.
  - (7) ITEMS IN QUANTITIES WHICH WOULD CAUSE PROBLEMS - Items such as large quantities of plastic or tin cans in a load.
  - (8) DRUMS, BALES OR CONTAINERS
  - (9) GRASS CLIPPINGS
  - (10) TIRES

- (11) YARD WASTE - Significant quantities of leaves.
- (12) RECYCLABLES - Significant quantities of the following items will not be accepted at the Facility: Newspapers, cardboard, office paper, glass bottles and jars, food and beverage cans, plastic containers, batteries from vehicles, aluminum, white goods, and other scrap metals.
- (13) MEDICAL WASTE - Includes such items as cultures and stocks of infectious agents and associated biological, pathological waste, human blood and blood products, used sharps (i.e. syringes, needles, and surgical blades), contaminated animal carcasses, surgery or autopsy wastes, discarded medical equipment and isolation wastes.

THE ABOVE INFORMATION DOES NOT INCLUDE A COMPLETE LIST OF WASTE WHICH MAY BE REJECTED. IT IS MEANT TO ILLUSTRATE THE TYPES OF WASTE THAT MAY BE REJECTED.

FAILURE TO COMPLY WITH THESE PROCEDURES REGARDING PROHIBITED WASTES WILL RESULT IN FINES AND REJECTED WASTE LOADS.

- (u) Unacceptable Waste by source includes waste from a jurisdiction not authorized by Participating Municipalities or the Authority. This includes jurisdictions other than Participating Municipalities and haulers bringing in Solid Waste from a Participating Municipality for which they are not permitted to do so.
- (v) Unacceptable Waste and Non-Processible Waste shall be rejected from the Facility if delivery is attempted. Haulers shall dispose of the rejected Unacceptable Waste and Non-Processible Waste at a site and in a manner prescribed by law. Haulers who have received weight tickets for loads that contain a portion of Unacceptable Waste and Non-Processible Waste shall not receive a credit for any rejected portion.
- (w) Notwithstanding any other provision within these procedures, the Authority and/or Operator shall have the right to reject any of the following items delivered to the Facility:
  - (1) Unacceptable Waste;
  - (2) Non-Processible Waste and Recyclable Materials;
  - (3) Truckloads of Solid Waste that consist of more than fifty percent (50%) of Non-Processible Waste and/or Recyclable Materials;
  - (4) Acceptable Solid Waste delivered to the Facility at times other than the hours designated for delivery in the annual service plan;

- (5) Acceptable Solid Waste delivered in vehicles not conforming with the requirements set forth in the annual service plan;
  - (6) Solid Waste delivered by any person without a valid waste disposal license or permit from a Participating Municipality and the Authority;
  - (7) Materials, the processing of which (a) the Operator and the Authority agree or (b) the Operator clearly demonstrated, will cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility; and
  - (8) Materials, the processing of which the Operator and the Authority agree will cause combustion residue standards under applicable law to be violated by the normal operation of the Facility.
- (x) A flat fee of \$100.00 per occurrence will be charged for reloading any of the above-mentioned materials onto a hauler's trucks.
  - (y) Any hauler who attempts to deliver or delivers prohibited waste as described in this Section 4 shall be subject to the penalties set forth in **Appendix A** hereof.
  - (z) During any time period when a Permittee's vehicle is denied disposal privileges, no permits (including temporary) will be granted to the Permittee.

#### **4.3 Hours for Delivery**

- (a) The operating hours, including the list of holidays, can be obtained by contacting the Authority's Billing Department at (860)-757-7700 or visiting the Authority's website at [www.CRRA.org](http://www.CRRA.org).
- (b) The Authority 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.

#### **4.4 Disposal Procedures**

- (a) Any waste hauler who commits a Safety Violation shall be subject to the penalties set forth in **Appendix A** attached hereto and made a part hereof.
- (b) Waste hauler shall comply with all applicable laws and regulations.
- (c) As to open-topped vehicles and containers: Connecticut Motor Vehicle Regulations require the contents of containers to be secured with a screen or other material having perforations of a size not greater than two square inches. The Facility will not accept any vehicles over the scale that does not comply with these regulations. Waste must be secured to prevent leakage or spillage from any vehicle and container.

- (d) Waste hauler traffic is in a one-way direction between entering and exiting at the scalehouse. All trucks must proceed with care and follow directions issued by the Operator, which may include diverting their load elsewhere. Any hauler's truck observed not driving on the paved roadways will be invoiced a \$200.00 road cleaning charge.
- (e) Unloading and cleaning out vehicles is only permitted on the tipping floor.
- (f) Upon exiting the scale, trucks shall proceed to the enclosed tipping floor and wait for an available bay to unload per the direction of the Operator. Trucks shall stay in marked lanes and back into the tipping area. Drivers should ascertain correct placement of the container before releasing their load.
- (g) Trucks may be directed to a specific area on the tipping floor to unload for examination of solid waste being delivered. Spot checks may result in some materials being rejected or in the discovery of Hazardous Waste.
  - (1) For Non-Processible Solid Waste which is not Hazardous Waste, the hauler may be required, at the discretion of the Authority and/or Operator, to reload such materials for disposal at another location.
  - (2) If Hazardous Waste is discovered, haulers shall remain at the Facility until appropriate public health and law enforcement officials arrive.
- (h) Waste haulers shall form a single file line at the scale. Vehicles should not proceed on or off the scale until instructed to do so by the scalehouse attendant. All vehicles must stop prior to driving onto the scale. If a line should form from the scalehouse onto South Cherry Street, those trucks waiting in line to enter the Facility from South Cherry St. should not block the road in a manner that would impede traffic on South Cherry Street.
- (i) The speed limit at the Facility is 15 m.p.h. This speed limit will be enforced. Failure to comply will result in individual drivers being fined and/or prohibited from using the Facility. Waste haulers shall follow standard vehicle safety procedures at all times.
- (j) Trucks with mechanical problems shall exit the Facility, or if disabled, request towing immediately, so inbound and outbound roads will be clear to other traffic. Under no circumstances are repairs to be

#### **4.5 Weight Tickets**

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scalehouse attendant. The ticket shall indicate date, hauler's company name, vehicle and container identification numbers, gross weight, tare weight, net weight, origin of waste and time. Each driver will be responsible for identifying the community for which he 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 the Authority and/or the scale operator as soon as possible. The Authority assumes no responsibility for unreported errors.
- (d) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority 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 the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

#### **4.6 Temporary Emergency Access To The Facilities**

At its sole discretion and subject to any conditions or restrictions that it deems appropriate, the Authority may on a case by-case basis allow a Permittee temporary emergency access to the Facilities for the purpose of delivering Acceptable 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 the Authority at least twenty-four (24) hours in advance of Permittee's need for such temporary emergency access.

#### **4.7 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 the Authority only if the following criteria are met:
  - (i) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
  - (ii) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
  - (iii) At the discretion and request of the Authority, the Permittee/hauler shall disclose to the Authority the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.
  - (iv) The Permittee/hauler shall use its best efforts to identify and provide the Authority written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable

the Authority to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

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

### **5.2 Liability for Payment of Invoices**

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

### **5.3 Past Due Invoices**

- (a) If a Permittee fails to pay in full any invoice issued by the Authority 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 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 the Authority 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 the Authority for three consecutive months, then the Authority 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 the Authority may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for the same until such Permittee pays in full to the Authority all past due invoices including any interest thereon. Additionally, the Authority may in 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 the Authority in collecting the amounts of past due invoices owed by such Permittee to the Authority, whether or not suit is initiated.

## **5.5 Return Check Policy**

- (a) For each check returned to the Authority, the Permittee will be charged a processing fee of \$50.00. In addition, Permittee must immediately submit a replacement check in the full amount by either a bank or certified check and/or may be denied access to the facilities until such payment is received and processed by the Authority.
- (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 or longer as determined by the Authority.

## **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 the Authority. 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 the Authority for the disputed charge(s) until notice is give as aforesaid.

# **6. SANCTIONS**

## **6.1 Sanctions**

- (a) Permittee must adhere to the terms of these Procedures. In addition to the other remedies available to the Authority hereunder, the Authority may at its sole discretion impose the sanctions, as liquidated damages, against any Permittee who violates any provision of these Procedures. See **Appendix A** attached hereto for examples of violations and their applicable sanctions but this is not 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 the Authority 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.

- (c) The Authority may in its sole discretion reduce the sanctions authorized in Appendix A if the Authority 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 the Authority for the following:
  - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and the Authority 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; and
  - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.7 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/Hauler will have the right to appeal a monetary violation imposed against it by CRRA to the Appeal Committee.

The following process must be followed to preserve your appeal rights:

- (a) Within 10 days of the date of the monetary violation, Permittee/Hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-8471 to request the incident report and supporting documentation ("Incident Report") on the violation of issue.
- (b) The Field Manager of Enforcement/Recycling will send Permittee/Hauler the Incident Report via certified mail/return receipt; with a cover letter noting the date your request was received.
- (c) Within 5 days of the receipt of the Incident Report, if Permittee/Hauler has contradicting evidence or other information ("Permittee/Hauler Information") that would contest the Incident Report, Hauler/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/Hauler Information.

- (d) No appeal will be granted if Permittee/Hauler has not submitted evidence that contradicts the Incident Report.
- (e) No appeal will be granted if Permittee/Hauler has not responded in the timeframe outlined above.
- (f) The Appeal Committee shall consist of three (3) members: CRRA Director of Operations or designee, CRRA Controller or designee, and an impartial uninvolved ad hoc hauler member selected from a list of haulers registered to use the CRRA 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/Hauler Information. The Appeal Committee will notify Permittee/Hauler within 30 business days to come to the CRRA Headquarters. CRRA will conduct an open meeting to discuss the appeal. Within a reasonable time thereafter, the Appeal Committee will issue a decision, by majority vote, whether to grant the appeal. 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

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible Waste Violation	Unacceptable & Misrepresentation of Origin Violation	Truck Route Violation
<b>Examples of Violations (Not limited to)</b>	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facilities	Household furniture, white metals, scrap metals, Bulky Waste	Any Delivery of Unacceptable Waste or Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
<b>1<sup>st</sup></b>	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	\$125.00
<b>2<sup>nd</sup></b>	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
<b>3<sup>rd</sup></b>	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
<b>4<sup>th</sup></b>	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
<b>5<sup>th</sup></b>	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
<b>6<sup>th</sup></b>	\$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 3**

**RESOLUTION REGARDING PURCHASE OF WORKERS COMPENSATION  
INSURANCE FOR CONNECICUT RESOURCES RECOVERY AUTHORITY  
EMPLOYEES**

**RESOLVED:** In recognition of the requirement that CRRA comply with Connecticut's workers compensation statutes, Connecticut Resources Recovery Authority Board of Directors hereby authorizes the acquisition of workers compensation insurance from a financially secure and stable insurer for the period 7/1/04 – 7/1/05 in a premium not to exceed \$65,000. Final selection will be reported at the July Board meeting.

# Workers Compensation Insurance

*May 20, 2004*

CRRA's workers compensation insurance policy expires 7/1/04. In accordance with Connecticut Workers Compensation statutes, CRRA will renew this insurance policy to cover the cost of employee personal injuries caused by accidents and occupational diseases arising out of and in the course of employment.

Marsh is seeking quotes on this program again this year. We expect the new premium not to exceed \$65,000 (last year's premium was \$48,638). Workers compensation premiums are calculated based upon payroll, experience and rates associated with classification of employees. For example, the classification for professionals and clerical employees is charged at a rate of approximately \$.30 per \$100 of payroll and the classification for enforcement/inspectors is approximately \$3.40 per \$100 of payroll. We anticipate an increase in premium reflecting the addition of more field-oriented employees in the enforcement classification, for which we are charged a higher rate, because of the perceived exposure to injury in this category.

Anticipating these changes and a consistently hard workers compensation market, we budgeted \$75,998 for FY'05.

The timing for receipt of firm quotes on this program will not comply with the schedule for Board action required on this matter, therefore, management requested that the Finance Committee present the attached resolution to the CRRA Board of Directors at the May 2004 meeting for approval.

## **TAB 4**

**RESOLUTION AUTHORIZING CONTRACT FOR 401(k)  
CONSULTING SERVICES**

**RESOLVED:** That the President or Chief Financial Officer is authorized to execute an agreement with UBS Financial Services, Inc. to provide semi-annual analyses of CRRA's 401(k) Plan's investment performance and on-going recommendations for keeping CRRA's 401(k) plan up to date. In addition, UBS Financial Services, Inc. shall provide CRRA employee educational sessions. These services shall be provided for an annual premium not to exceed \$20,000. The term of this agreement is for a three-year period, commencing August 1, 2004 and expiring July 31, 2007.

**401(k) Consulting Services**  
**August 1, 2004 – July 31, 2007**

*May 4, 2004*

On March 12, 2004, the Authority mailed Request for Proposals for 401(k) Consulting Services to the following firms:

- Group Benefit Administrators of CT
- Hooker & Holcombe Investment Advisors
- New England Pension Consultants
- Pentec, Inc.
- UBS Financial Services, Inc.
- Wachovia Securities

New England Pension Consultants declined to submit a proposal; Group Benefit did not respond. Of the remaining four, the Authority invited Hooker & Holcombe and UBS Financial to interview.

On April 28, 2004, the CRRA interviewed Hooker & Holcombe and UBS Financial. The CRRA selection panel consisted of the following members: James Bolduc, CFO; Bettina Bronisz, Assistant Treasurer & Director of Finance; Ronald Gingrich, Development and IT Manager; and, Christopher Hyfield, Human Resources Manager. The selection panel chose UBS Financial for the assignment based on discussion summarized as follows:

Both firms have local Hartford-area presence. Both firms have adequate ability to conduct educational seminars for CRRA employees. Both firms quoted the same price. However, the selection panel perceived UBS to have a better pulse on the fund market and better access to the fund managers (in person and by telephone). Also, they have significantly higher and denser coverage of the funds, both nationally and in fund sectors (they have a central hub and 42 nationwide teams, which overlap).

The main concern with Hooker & Holcombe is that they rely heavily on the expertise of their President, and should he leave, the coverage available to the CRRA would be severely limited.

## **TAB 5**

**RESOLUTION REGARDING THE ADOPTION OF THE  
FISCAL YEAR 2005 METROPOLITAN DISTRICT COMMISSION  
MID-CONNECTICUT PROJECT ANNUAL OPERATING BUDGET**

**RESOLVED:** The fiscal year 2005 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget, excluding the projected costs for the Essex transfer station and the associated transportation costs be adopted substantially in the form as presented at this meeting. In its adoption of this MDC Annual Operating Budget, CRRA does not validate or approve the terms of the foregoing MDC Annual Operating Budget and CRRA reserves its rights to dispute and or challenge any of the terms of the foregoing MDC Annual Operating Budget in particular, and without limitation, MDC's statement of Indirect Costs, and in no way waives CRRA'S legal or equitable rights. The adoption of this MDC Annual Operating Budget does not preclude CRRA from effectuating the April 19, 2000 Arbitration decision in CRRA versus the MDC including, but not limited to, CRRA's right to a new Indirect Costing Methodology and CRRA's right to seek recovery of funds previously paid to MDC as Indirect Costs.

**FURTHER RESOLVED:** That the CRRA management evaluate the MDC Annual Operating Budget quarterly, as provided in the Agreement between CRRA and the MDC, and make changes if required, pursuant to the terms of the Agreement.

Fiscal Year 2004-2005  
Metropolitan District Commission  
Mid-Connecticut Project Annual Budget

*May 20, 2004*

The attached worksheet shows the proposed Mid-Connecticut Project budget for fiscal year 2005, as submitted by the MDC and an alternative proposed budget (the "Proposed Budget") that reflects the amounts adopted by the CRRA Board for the Mid-Connecticut Project operating budget in February 2004.

The Proposed Budget is calculated as the original Mid-Connecticut Project budget as submitted by the MDC less estimated costs associated with the transfer of the operating, maintenance and transportation services associated with the Essex transfer station and less \$364,050 in additional savings as assumed in the Mid-Connecticut Project budget adopted by CRRA. The two budgets are summarized in the table below:

<b>Program</b>	<b>MDC Budget</b>	<b>Proposed Budget</b>
WPF & Admin.	\$13,985,685	\$13,986,000
Waste Transportation & Admin.	\$3,429,350	\$1,514,440
Ellington Transfer Station	\$438,050	\$394,000
Essex Transfer Station	\$616,500	\$0
Hartford Landfill	\$1,448,450	\$1,448,450
<b>Total</b>	<b>\$19,918,035</b>	<b>\$17,342,890</b>

CRRA management met with MDC representatives to review the budget in detail. The MDC is currently evaluating the proposed changes recommended by CRRA. Due to timing issues pertaining to CRRA's obligation to adopt a budget prior to the start of the fiscal year, the Proposed budget does not include any changes from these meetings. However, per the agreement between CRRA and the MDC, the Proposed Budget can be adjusted on a quarterly basis if necessary.

Based upon the recommendation of the Finance Committee, management is seeking approval of the Proposed Budget.

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**2004-2005**

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**BUDGET SUMMARY**

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<b>EXPENDITURE CLASSIFICATION</b>	<b>2004-2005 PROPOSED (A)</b>	<b>PROPOSED BUDGET (B)</b>	<b>EXPLANATION / RECOMMENDATION</b>
<b><u>SUMMARY BY ACTIVITY</u></b>			
Administration	517,250	517,250	Changes proposed to MDC, awaiting response.
Waste Processing Facility	13,468,435	13,468,750	Changes proposed to MDC, awaiting response.
<b><u>WASTE TRANSFER AND TRANSPORTATION</u></b>			
Administration	284,750	142,375	Adjusted For Reduction of Essex Services
<b><u>WASTE TRANSFER</u></b>			
Ellington	438,050	394,000	Changes proposed to MDC, awaiting response.
Essex	616,500	-	Adjusted For Reduction of Essex Services
<b>Total</b>	<b>1,054,550</b>	<b>394,000</b>	
<b><u>WASTE TRANSPORTATION</u></b>			
	3,144,600	1,372,065	Adjusted For Reduction of Essex Services
<b>Total</b>	<b>4,483,900</b>	<b>1,908,440</b>	
<b><u>LANDFILL</u></b>			
Hartford	1,448,450	1,448,450	Changes proposed to MDC, awaiting response.
<b>Total</b>	<b>19,918,035</b>	<b>17,342,890</b>	
<b><u>RECAP BY MAJOR OBJECTS OF EXPENDITURE</u></b>			
<b>PAYROLL AND BENEFITS</b>			
Regular Pay	6,292,400	5,612,170	Adjusted For Reduction of Essex Services
Overtime	1,668,600	1,460,880	Adjusted For Reduction of Essex Services
Temporary Help	-	-	
Standby and Premium Pay	140,700	137,700	Adjusted For Reduction of Essex Services
Longevity Pay	7,800	6,500	Adjusted For Reduction of Essex Services
Other Employee Benefits	2,950,650	2,527,205	Adjusted For Reduction of Essex Services
<b>Total</b>	<b>11,060,150</b>	<b>9,744,455</b>	

(B) Does not reflect changes proposed by CRRRA. MDC evaluating proposed changes.

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**2004-2005**

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**BUDGET SUMMARY**

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<b>EXPENDITURE CLASSIFICATION (Cont.)</b>	<b>2004-2005 PROPOSED</b>	<b>PROPOSED BUDGET</b>	<b>EXPLANATION / RECOMMENDATION</b>
OPERATIONS	1,525,200	1,407,810	
MAINTENANCE	4,122,685	3,730,347	
CAPITAL OUTLAY	-	-	
INDIRECT COSTS	3,000,000	2,621,513	
CONTINGENCIES	210,000	202,815	
ADDITIONAL SAVINGS	-	(364,050)	
<b>TOTAL</b>	<b><u>19,918,035</u></b>	<b><u>17,342,890</u></b>	
<b><u>AUTHORIZED POSITIONS</u></b>			
<b><u>ADMINISTRATION</u></b>	4	4	
<b><u>WASTE PROCESSING FACILITY</u></b>	77	77	
<b><u>WASTE TRANSFER AND TRANSPORTATION</u></b>			
Administration	2	1	
<b><u>WASTE TRANSFER</u></b>			
Ellington	3	3	
Essex	4	-	
<b>Total</b>	<u>7</u>	<u>3</u>	
<b><u>WASTE TRANSPORTATION</u></b>	<u>16</u>	<u>8</u>	
<b>Total Waste Transfer and Transportation</b>	<b>25</b>	<b>12</b>	
<b><u>LANDFILL</u></b>			
Hartford	<u>10</u>	<u>10</u>	
<b>Total</b>	<b><u>116</u></b>	<b><u>103</u></b>	

**MID-CONNECTICUT  
ADMINISTRATION**

**9010090**

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
	<b><u>PAYROLL AND BENEFITS</u></b>			
501101	Regular Pay	286,500	286,500	Changes Recommended to MDC - Awaiting MDC response to proposed changes.
501201	Overtime	2,400	2,400	
502239	Workers Compensation	1,200	1,200	
502500	Blue Cross	25,000	25,000	
502501	Blue Shield	8,000	8,000	
502502	Major Medical	600	600	
502503	Group Life	600	600	
502505	Pension Regular	27,250	27,250	
502508	Social Security	22,300	22,300	
501601	Longevity Pay	<u>1,600</u>	<u>1,600</u>	
	<b>Total</b>	<b>375,450</b>	<b>375,450</b>	
	<b><u>OPERATIONS</u></b>			
502026	Clothing and Apparel	300	300	↓
502107	Office Supplies and Expenses	15,000	15,000	
502214	Gasoline	800	800	
502251	Printed Forms	3,500	3,500	
502270	Seminars and Conventions	1,000	1,000	
502278	Business Travel	2,000	2,000	
502319	Equipment Rental	1,000	1,000	
502253	Telephone	14,000	14,000	
502416	Computer Equipment and Supplies	<u>5,000</u>	<u>5,000</u>	
	<b>Total</b>	<b>42,600</b>	<b>42,600</b>	
	<b><u>MAINTENANCE</u></b>			
503201	Communication Equipment	2,400	2,400	↓
503203	Office Furniture and Equipment	3,700	3,700	
503208	Transportation Equipment	<u>800</u>	<u>800</u>	
	<b>Total</b>	<b>6,900</b>	<b>6,900</b>	

**MID-CONNECTICUT  
ADMINISTRATION**

**9010090**

<b>COMMITMENT ITEM</b>	<b>EXPENDITURE CLASSIFICATION</b>	<b>2004-2005 PROPOSED</b>	<b>PROPOSED BUDGET</b>	<b>EXPLANATION / RECOMMENDATION</b>
	<b><u>INDIRECT COSTS</u></b>			
502041	MDC	87,300	87,300	Arbitration Issue
	<b><u>CONTINGENCIES</u></b>			
509901	Contingency	<u>5,000</u>	<u>5,000</u>	
	<b><i>Total</i></b>	<b><u>517,250</u></b>	<b><u>517,250</u></b>	
	<b><u>AUTHORIZED POSITIONS</u></b>			
	Manager of Solid Waste	1	1	
	Management Analyst	1	1	
	Administrative Clerk	1	1	
	Senior Clerk Typist	<u>1</u>	<u>1</u>	
	<b><i>Total</i></b>	<b>4</b>	<b>4</b>	

## WASTE PROCESSING FACILITY

COMMITMENT		2004-2005	PROPOSED	EXPLANATION / RECOMMENDATION	
ITEM	EXPENDITURE CLASSIFICATION	PROPOSED	BUDGET		
<b><u>PAYROLL AND BENEFITS</u></b>					
501101	Regular Pay	4,149,100	4,149,100	Changes Recommended to MDC - Awaiting MDC response to proposed changes.	
501201	Overtime	1,172,600	1,172,600		
502239	Workers Compensation	384,200	384,200		
501301	Temporary Help	-	-		
501401	Standby and Premium Pay	134,500	134,500		
502500	Blue Cross	388,500	388,500		
502501	Blue Shield	165,200	165,200		
502502	Major Medical	100,400	100,400		
502503	Group Life	8,600	8,600		
502505	Pension Regular	365,350	365,350		
502508	Social Security	417,700	417,700		
502509	Unemployment Compensation	7,500	7,500		
501601	Longevity Pay	3,300	3,300		
	<b>Total</b>	<b>7,296,950</b>	<b>7,296,950</b>		
<b><u>OPERATIONS</u></b>					
502011	Meal Allowances	2,500	2,500		
502026	Clothing and Apparel	45,700	45,700		
502046	Equipment Replacement	-	-		
502103	Electrical Supplies	30,000	30,000		
502104	Janitorial Supplies	6,500	6,500		
502111	Small Tools	32,200	32,200		
502112	Communication Equipment and Supplies	6,000	6,000		
502136	Safety and First Aid Supplies	24,500	24,500		
502137	Fire Equipment	10,600	10,600		
502188	Refuse Collection	15,000	15,000		
502195	Agency Hire	455,000	455,000		
502203	Care of Grounds	14,000	14,000		
502210	Propane Gas	8,800	8,800		
502213	Fuel for Heating	85,000	85,000		
502214	Gasoline	1,900	1,900		

## WASTE PROCESSING FACILITY

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION (Cont.)	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
502215	Oil and Lubricants	46,000	46,000	
502216	Diesel Fuel	157,900	157,900	
502251	Printed Forms	-	-	
502273	Employees Education Program	8,000	8,000	
502295	Outside Testing and Lab Services	3,000	3,000	
502304	Pest Control Services	6,400	6,400	
502319	Equipment Rental	30,000	30,000	
502354	Water	8,200	8,200	
502355	Sewer User Fees	7,000	7,000	
	<b>Total</b>	<b>1,004,200</b>	<b>1,004,200</b>	
	<b><u>MAINTENANCE</u></b>			
503201	Communication Equipment	1,500	1,500	
503204	Power Operated Equipment	754,200	754,200	
503207	Tool and Work Equipment	59,900	59,900	
503208	Transportation Equipment	38,600	38,600	
503209	Treatment Equipment	1,994,885	1,994,885	
503210	Other Equipment	3,000	3,000	
503301	Buildings	168,000	168,000	
503313	Service Roads	35,000	35,000	
	<b>Total</b>	<b>3,055,085</b>	<b>3,055,085</b>	
	<b><u>CAPITAL OUTLAY</u></b>			
504204	Power Operated Equipment	-	-	
504290	Mid-CT Equipment	-	-	
		-	-	
	<b><u>INDIRECT COSTS</u></b>			
502041	MDC	2,002,200	2,002,200	Arbitration Issue
	<b><u>CONTINGENCIES</u></b>			
509901	Contingency	110,000	110,315	
	<b>Total</b>	<b>13,468,435</b>	<b>13,468,750</b>	

**WASTE PROCESSING FACILITY**

AUTHORIZED POSITIONS	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
Assistant Manager of Solid Waste	1	1	Changes Recommended to MDC - Awaiting MDC response to proposed changes.
Staff Engineer 1	2	2	
SWP Inventory Stock Clerk	1	1	↓
SWP Plant Superintendent	1	1	
SWP Plant Maintenance Supervisor	1	1	
Assistant SWP Plant Maintenance Supervisor	1	1	
SWP Plant Shift Supervisor	3	3	
Electronics Technician	3	3	
SWP Plant Crew Leader	3	3	
SWP Yard Crew Leader	1	1	
Electrician 1	2	2	
Senior Maintenance Mechanic	2	2	
Maintenance Mechanic	13	13	
Picking Station Operator	9	9	
SWP Plant Operator	23	23	
SWP Plant Maintainer	2	2	
SWP Plant Equipment Operator	6	6	
Custodian	1	1	
SWP Plant Operator in Training	2	2	
<b>Total</b>	<b>77</b>	<b>77</b>	

**WASTE TRANSFER AND TRANSPORTATION  
ADMINISTRATION**

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
	<b><u>PAYROLL AND BENEFITS</u></b>			
501101	Regular Pay	152,900	76,450	Excludes Administration Services associated with the Essex transfer.
501201	Overtime	12,700	6,350	
502239	Workers Compensation	1,200	600	
502500	Blue Cross	6,800	3,400	
502501	Blue Shield	3,900	1,950	
502502	Major Medical	1,700	850	
502503	Group Life	300	150	
502505	Pension Regular	17,950	8,975	
502508	Social Security	12,800	6,400	
501601	Longevity Pay	800	400	
	<b>Total</b>	<b>211,050</b>	<b>105,525</b>	
	<b><u>OPERATIONS</u></b>			
502026	Clothing and Apparel	700	350	
502104	Janitorial Supplies	700	350	
502112	Communication Equipment and Supplies	800	400	
502137	Fire Equipment	600	300	
502214	Gasoline	800	400	
502273	Employee's Education Program	1,000	500	
	<b>Total</b>	<b>4,600</b>	<b>2,300</b>	
	<b><u>MAINTENANCE</u></b>			
503201	Communication Equipment	16,500	8,250	
503203	Office Furniture and Equipment	700	350	
503208	Transportation Equipment	1,000	500	
	<b>Total</b>	<b>18,200</b>	<b>9,100</b>	

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**WASTE TRANSFER AND TRANSPORTATION  
ADMINISTRATION**

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<b>COMMITMENT ITEM</b>	<b>EXPENDITURE CLASSIFICATION</b>	<b>2004-2005 PROPOSED</b>	<b>PROPOSED BUDGET</b>	<b>EXPLANATION / RECOMMENDATION</b>
	<b><i>INDIRECT COSTS</i></b>			
502041	MDC	45,900	22,950	Arbitration Issue
	<b><i>CONTINGENCIES</i></b>			
509901	Contingency	<u>5,000</u>	<u>2,500</u>	
	<b><i>Total</i></b>	<b><u>284,750</u></b>	<b><u>142,375</u></b>	
	<b><i>AUTHORIZED POSITIONS</i></b>			
	SW Transfer Superintendent	1	1	
	Assistant SW Transfer Superintendent	<u>1</u>	<u>-</u>	
	<b><i>Total</i></b>	<b>2</b>	<b>1</b>	

WASTE TRANSFER AND TRANSPORTATION

WASTE TRANSFER - ELLINGTON

COMMITMENT		2004-2005	PROPOSED	
ITEM	EXPENDITURE CLASSIFICATION	PROPOSED	BUDGET	EXPLANATION / RECOMMENDATION
	<b><u>PAYROLL AND BENEFITS</u></b>			
501101	Regular Pay	154,000	154,000	
501201	Overtime	35,200	35,200	
502239	Workers Compensation	9,500	9,500	
502500	Blue Cross	5,300	5,300	
502501	Blue Shield	6,500	6,500	
502502	Major Medical	2,000	2,000	
502503	Group Life	200	200	
502505	Pension Regular	14,750	14,750	
502508	Social Security	14,500	14,500	
501601	Longevity Pay	400	400	
	<b>Total</b>	<b>242,350</b>	<b>242,350</b>	
	<b><u>OPERATIONS</u></b>			
502011	Meal Allowances	50	50	
502026	Clothing and Apparel	1,100	1,100	
502104	Janitorial Supplies	400	400	
502111	Small Tools	200	200	
502136	Safety and First Aid Supplies	200	200	
502188	Refuse Collection	100	100	
502192	Snow Removal	8,500	8,500	
502203	Care of Grounds	8,000	8,000	
502214	Gasoline	50	50	
502216	Diesel Fuel	5,800	5,800	
502304	Pest Control Services	700	700	
502350	Electricity	7,500	7,500	
502353	Telephone	3,300	3,300	
502354	Water	1,000	1,000	
	<b>Total</b>	<b>36,900</b>	<b>36,900</b>	

Discussions had with MDC



## WASTE TRANSFER AND TRANSPORTATION

## WASTE TRANSFER - ELLINGTON

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
	<b><u>MAINTENANCE</u></b>			
503204	Power Operated Equipment	61,500	61,500	↓
503207	Tool and Work Equipment	300	300	
503210	Other Equipment	6,100	6,100	
503301	Buildings	9,000	9,000	
503313	Service Roads	500	500	
	<b>Total</b>	<b>77,400</b>	<b>77,400</b>	
	<b><u>INDIRECT COSTS</u></b>			
502041	MDC	76,400	76,400	Arbitration Issue
	<b><u>CONTINGENCIES</u></b>			
509901	Contingency	<u>5,000</u>	<u>5,000</u>	
	<b><u>ADDITIONAL SAVINGS</u></b>			
		-	(44,050)	
	<b>Total</b>	<b><u>438,050</u></b>	<b><u>394,000</u></b>	
	<b><u>AUTHORIZED POSITIONS</u></b>			
	Transfer Station Supervisor	1	1	
	Transfer Station Operator	<u>2</u>	<u>2</u>	
	<b>Total</b>	<b>3</b>	<b>3</b>	

## WASTE TRANSFER AND TRANSPORTATION

## WASTE TRANSFER - ESSEX

COMMITMENT		2004-2005	PROPOSED		
ITEM	EXPENDITURE CLASSIFICATION	PROPOSED	BUDGET	EXPLANATION / RECOMMENDATION	
	<b><u>PAYROLL AND BENEFITS</u></b>				
501101	Regular Pay	204,400	0	CRRRA Privatizing Operations ↓	
501201	Overtime	65,000	0		
502239	Workers Compensation	18,500	0		
501401	Standby and Premium Pay	1,200	0		
502500	Blue Cross	26,300	0		
502501	Blue Shield	10,700	0		
502502	Major Medical	4,800	0		
502503	Group Life	500	0		
502505	Pension Regular	19,950	0		
502508	Social Security	20,800	0		
501601	Longevity Pay	900	0		
	<b>Total</b>	<b>373,050</b>	<b>0</b>		
	<b><u>OPERATIONS</u></b>				
502011	Meal Allowances	50	0		
502026	Clothing and Apparel	1,400	0		
502103	Electrical Supplies	50	0		
502104	Janitorial Supplies	500	0		
502111	Small Tools	900	0		
502136	Safety and First Aid Supplies	200	0		
502188	Refuse Collection	100	0		
502192	Snow Removal	7,000	0		
502203	Care of Grounds	5,000	0		
502214	Gasoline	50	0		
502216	Diesel Fuel	9,000	0		
502304	Pest Control Services	1,000	0		
502350	Electricity	10,000	0		
502353	Telephone	4,500	0		
502354	Water	1,800	0		
	<b>Total</b>	<b>41,550</b>	<b>0</b>		

## WASTE TRANSFER AND TRANSPORTATION

## WASTE TRANSFER - ESSEX

COMMITMENT		2004-2005	PROPOSED	EXPLANATION / RECOMMENDATION
ITEM	EXPENDITURE CLASSIFICATION	PROPOSED	BUDGET	
	<b><u>MAINTENANCE</u></b>			
503204	Power Operated Equipment	70,800	0	↓
503207	Tool and Work Equipment	600	0	
503210	Other Equipment	9,400	0	
503301	Buildings	8,600	0	
503313	Service Roads	<u>500</u>	<u>0</u>	
	<b>Total</b>	<b>89,900</b>	<b>0</b>	
	<b><u>INDIRECT COST</u></b>			
502041	MDC	107,000	0	
	<b><u>CONTINGENCIES</u></b>			
509901	Contingency	5,000	0	
	<b>Total</b>	<b><u>616,500</u></b>	<b><u>0</u></b>	
	<b><u>AUTHORIZED POSITIONS</u></b>			
	Transfer Station Supervisor	1	0	
	Transfer Station Operator	<u>3</u>	<u>0</u>	
	<b>Total</b>	<b>4</b>	<b>0</b>	

## WASTE TRANSFER AND TRANSPORTATION

## WASTE TRANSPORTATION

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
<b><u>PAYROLL AND BENEFITS</u></b>				
501101	Regular Pay	840,800	441,420	Excludes Transportation Services associated with the Essex transfer.
501201	Overtime	287,100	150,730	
502239	Workers Compensation	172,900	90,770	
501401	Standby and Premium Pay	3,800	2,000	
502500	Blue Cross	157,500	82,690	
502501	Blue Shield	57,800	30,350	
502502	Major Medical	26,300	13,810	
502503	Group Life	1,300	680	
502505	Pension Regular	127,300	66,830	
502508	Social Security	86,600	45,470	
502509	Unemployment Compensation	1,000	530	
	<b>Total</b>	<b>1,762,400</b>	<b>925,280</b>	
<b><u>OPERATIONS</u></b>				
502011	Meal Allowances	100	50	
502026	Clothing and Apparel	6,800	3,570	
502111	Small Tools	400	200	
502136	Safety and First Aid Supplies	1,000	500	
502214	Gasoline	8,000	4,000	
502216	Diesel Fuel	136,900	71,870	
502273	Employees Education Program	600	320	
502350	Electricity	500	250	
	<b>Total</b>	<b>154,300</b>	<b>80,760</b>	
<b><u>MAINTENANCE</u></b>				
503204	Power Operated Equipment	30,500	18,300	
503207	Tool and Work Equipment	2,000	1,200	
503208	Transportation Equipment	687,300	408,162	
503301	Buildings	3,000	1,800	
	<b>Total</b>	<b>722,800</b>	<b>429,462</b>	

**WASTE TRANSFER AND TRANSPORTATION**  
**WASTE TRANSPORTATION**

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
	<b><u>INDIRECT COSTS</u></b>			
502041	MDC	430,100	181,563	Arbitration Issue
	<b><u>CONTINGENCIES</u></b>			
509901	Contingency	<u>75,000</u>	<u>75,000</u>	
	<b><u>ADDITONAL SAVINGS</u></b>			
		-	(320,000)	
	<b><i>Total</i></b>	<b><u>3,144,600</u></b>	<b><u>1,372,065</u></b>	
	<b><u>AUTHORIZED POSITIONS</u></b>			
	Transfer Truck Driver	<u>16</u>	<u>8</u>	
	<b><i>Total</i></b>	<b>16</b>	<b>8</b>	

**LANDFILL  
HARTFORD**

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
	<b><u>PAYROLL AND BENEFITS</u></b>			
501101	Regular Pay	504,700	504,700	Changes Recommended to MDC - Awaiting MDC response to proposed changes.
501201	Overtime	93,600	93,600	
502239	Workers Compensation	45,000	45,000	
501401	Standby and Premium Pay	1,200	1,200	
502500	Blue Cross	47,300	47,300	
502501	Blue Shield	10,500	10,500	
502502	Major Medical	3,000	3,000	
502503	Group Life	1,200	1,200	
502505	Pension Regular	45,600	45,600	
502508	Social Security	46,000	46,000	
501601	Longevity Pay	800	800	
	<b>Total</b>	<b>798,900</b>	<b>798,900</b>	
	<b><u>OPERATIONS</u></b>			
502011	Meal Allowances	50	50	
502026	Clothing and Apparel	3,900	3,900	
502103	Electrical Supplies	200	200	
502104	Janitorial Supplies	2,300	2,300	
502111	Small Tools	700	700	
502112	Communication Equip & Supplies	600	600	
502120	Landfill Cover	58,600	58,600	
502136	Safety and First Aid Supplies	500	500	
502137	Fire Equipment	1,000	1,000	
502203	Care of Grounds	9,000	9,000	
502213	Fuel for Heating	2,700	2,700	
502214	Gasoline	1,300	1,300	
502216	Diesel Fuel	46,400	46,400	
502295	Outside Lab Testing Services	200	200	
502304	Pest Control Services	2,600	2,600	

**LANDFILL  
HARTFORD**

COMMITMENT ITEM	EXPENDITURE CLASSIFICATION	2004-2005 PROPOSED	PROPOSED BUDGET	EXPLANATION / RECOMMENDATION
<b><u>OPERATIONS (Cont.)</u></b>				
502319	Equipment Rental	100,000	100,000	
502350	Electricity	6,700	6,700	
502353	Telephone	3,400	3,400	
502354	Water	600	600	
502355	Sewer User Fees	300	300	
	<b>Total</b>	<b>241,050</b>	<b>241,050</b>	
<b><u>MAINTENANCE</u></b>				
503204	Power Operated Equipment	106,800	106,800	
503207	Tool and Work Equipment	2,000	2,000	
503208	Transportation Equipment	13,800	13,800	
503210	Other Equipment	1,500	1,500	
503301	Buildings	19,300	19,300	
503313	Service Roads	9,000	9,000	
	<b>Total</b>	<b>152,400</b>	<b>152,400</b>	
<b><u>INDIRECT COSTS</u></b>				
502041	MDC	251,100	251,100	Arbitration Issue
<b><u>CONTINGENCIES</u></b>				
509901	Contingencies	5,000	5,000	
	<b>Total</b>	<b>1,448,450</b>	<b>1,448,450</b>	
<b><u>AUTHORIZED POSITIONS</u></b>				
	Landfill Supervisor	1	1	
	Landfill Weighmaster	1	1	
	Landfill Equipment Operator 2	7	7	
	Landfill Equipment Operator 1	1	1	
	<b>Total</b>	<b>10</b>	<b>10</b>	

**TAB 6**

**RESOLUTION REGARDING  
SELECTION OF A CONTRACTOR TO PROVIDE  
OPERATION AND MAINTENANCE SERVICES FOR THE  
LANDFILL GAS COLLECTION SYSTEM AND THERMAL  
OXIDIZER STATION AT THE ELLINGTON LANDFILL**

**RESOLVED:** That the President is hereby authorized to enter into a contract with SCS Field Services to provide operation and maintenance services for the landfill gas collection system and thermal oxidizer station at the Ellington Landfill, substantially as discussed and presented at this meeting.

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Operations and Maintenance of the Landfill Gas Collection System and Thermal Oxidizer Station – Ellington Landfill

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): SCS Field Services

Effective date: July 1, 2004

Contract Type/Subject matter: Three-Year Operation and Maintenance Agreement

Facility (ies) Affected: Ellington Landfill

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$ 59,700 for Routine Services

Non-Routine Services are to be paid on a time and material basis. Board of Directors approval of this contract includes a not-to-exceed amount for non-routine services. See attached discussion for estimated cost.

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: To provide three years operation and maintenance services for the landfill gas collection system and thermal oxidizer station at the Ellington Landfill.

Other Pertinent Provisions: None

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

**Operations and Maintenance of the Landfill Gas Collection  
System and Thermal Oxidizer Station  
Ellington Landfill**

*May 20, 2004*

**Executive Summary**

In order to fulfill obligations of the air permit for the Ellington Landfill Thermal Oxidizer, and to properly operate and maintain the landfill gas collection system in accordance with applicable solid waste management regulations, CRRA utilizes a qualified contractor. A fair and open bidding procedure has been undertaken and SCS Field Services has been selected as the party that submitted the best bid.

This is to request Board of Directors approval to employ SCS Field Services to operate and maintain the landfill gas collection system and thermal oxidizer station at the Ellington Landfill for the three-year term of this contract.

**Discussion**

***Request for Bid Process***

CRRA solicited bids from qualified firms through advertisements in area newspapers. Seven firms responded to the ads and attended the mandatory bid walk of the site.

Those firms were:

- Anchor Engineering Services
- EMCON/OWT, Inc.
- Handex Group, Inc.
- Loureiro Engineering Associates
- SCS Field Services
- Select Energy Contracting , Inc.
- Thielsch Engineering

At the bid walk meeting, CRRA provided the prospective bidders with details of the project requirements, guidelines for acceptable bids as well as a tour of the landfill and thermal oxidizer station site.

Of the seven firms who attended the bid walk, three submitted bids. Those firms were:

- Handex Group, Inc.
- Loureiro Engineering Associates
- SCS Field Services

The prospective bidders were asked to provide a lump sum bid for Routine Services, for each of the three years of the contract term. The prospective bidders were also asked to provide “time and material” billing rates to be used for non-routine activities (e.g., emergency call, out-of-scope).

The technical content of each bid was evaluated on the following criteria:

- Knowledge, capability and experience of the firm
- Experience in performing work for CRRA
- Experience in performing work for others at CRRA landfills
- How services will be implemented
- Staffing and management plans
- O&M approach and plan for landfill gas collection system and thermal oxidizer station
- Knowledge and experience of staff
- Distribution of staff time
- Types and number of vehicles and equipment

The bid of Loureiro Engineering Associates was delivered to CRRA’s offices after the prescribed deadline. The two bids that were received by the prescribed deadline were evaluated with respect to administrative completeness, technical content, and price.

The bid of Handex Group, Inc. was found to be administratively incomplete as it contained neither the required bid bond nor the required certificate of insurance. The average technical evaluation score for the Handex Group, Inc. bid was 7.8 out of 10 and the three-year price was \$76,280. The bid of SCS Field Services was found to be administratively complete, received an average technical evaluation score of 9.1 out of 10 and the three-year price was \$59,700.

CRRA staff, as part of the evaluation process, brought representatives from SCS Field Services into CRRA’s offices to discuss their qualifications and to answer questions about how they would provide timely responses, when needed at the Ellington Landfill.

SCS Field Services advised CRRA staff that SCS was planning to locate a qualified individual in Connecticut, in addition to providing support staff from Rhode Island and New York offices, in the event that SCS were to be awarded the contract. They provided CRRA staff with information about how SCS would handle the turnover of responsibilities from the current contractor and maintain adequate coverage throughout the term of the contract.

Based on completeness of bid, higher technical evaluation score, lower price, and a satisfactory face-to-face presentation, CRRA staff recommends that CRRA employ SCS Field Services to perform this work.

### **Scope of Work**

This project will involve the following scope of work:

#### General Tasks

- Operate Landfill Gas System and Thermal Oxidizer Station in compliance with all applicable environmental and operational requirements.
- Maintain a qualified Project Manager who has primary responsibility to act on behalf of the contractor.
- Maintain adequate staff to conduct all required activities and keep the site in an orderly condition.
- Conduct all non-emergency activities during normal business hours and without unauthorized overtime.
- Keep the property free from accumulations of waste materials, rubbish and other debris.

#### Specific Tasks

- Routine wellfield inspections and adjustments
- Routine header system inspections and adjustments
- Routine maintenance
- Routine thermal oxidizer station operation and maintenance
- On-Site and Off-Site Landfill Gas Migration Monitoring
- Maintain materials and spare parts inventory
- Reporting requirements
- Non-Routine and Emergency Operation and Maintenance Services
- Removal and disposal of landfill gas condensate
- Emergency Contingency Plans and Notification

## Financial Summary

The funds for this project will be allocated for each of the next three fiscal years to the Ellington Landfill budget, part of the Mid-CT Project.

The Fiscal Year 2005 Ellington Landfill budget, which has already been approved by the Board of Directors, contemplated \$33,600 for routine activities, and \$25,200 for non-routine activities for operation and maintenance of the landfill gas collection system and thermal oxidizer. In addition, \$9,600 was budgeted for removal and disposal of landfill gas condensate.

This is to request approval for the following amounts for routine and non-routine services for this contract for the next three fiscal years. These budget numbers include removal and disposal of landfill gas condensate, which the scope of work includes as a non-routine pass-through cost. (Historically, removal and disposal of landfill gas condensate at the Ellington Landfill has been managed directly by CRRA under a separate contract with an environmental services company. Beginning with this contract CRRA has incorporated this activity into the gas system O&M scope of work, requiring that the gas system O&M contractor in-turn subcontract the work.) The non-routine cost estimates presented below are projected estimated costs based on past expenditures, and are included for approval with this resolution as not-to-exceed costs.

### July 1, 2004 – June 30, 2005

Routine Services:		\$ 19,517
Non-Routine Services:	Not to exceed	\$ 34,800

### July 1, 2005 – June 30, 2006

Routine Services:		\$ 19,898
Non-Routine Services:	Not to exceed	\$ 39,600

### July 1, 2006 – June 30, 2007

Routine Services:		\$ 20,285
Non-Routine Services:	Not to exceed	\$ 39,600

**TAB 7**

**RESOLUTION REGARDING APPROVAL OF AGREEMENT  
FOR WASTEWATER REMOVAL AND TANK CLEANING  
SERVICES FOR THE MID-CONNECTICUT PROJECT  
TRANSFER STATIONS**

**RESOLVED:** That the President of CRRA be authorized to enter into an agreement with United Industrial Services for Wastewater Removal and Tank Cleaning Services to be performed at the four Mid-Connecticut Project transfer stations, substantially as discussed and presented at this meeting.

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Wastewater Removal and Tank Cleaning Services Mid-Connecticut Transfer Stations

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): United Industrial Services

Effective date: July 1, 2004

Contract Type/Subject matter: Three Year Services Agreement

Facility (ies) Affected: Ellington Transfer Station  
Essex Transfer Station  
Torrington Transfer Station  
Watertown Transfer Station

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$239,294

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services:

- To remove, transport, and properly dispose of various non-hazardous wastewater streams generated at the four transfer stations on an as-called basis;
- To remove, transport, and properly dispose of solids from stormwater catch basins at the four transfer stations on a semi-annual basis;
- To remove, transport, and properly dispose of solids and liquids from oil/water/sediment separators at the Essex and Torrington transfer stations on a semi-annual basis;
- To remove, transport, and properly dispose of tipping floor wastewater solids generated at the four transfer stations on an as-called basis.

Other Pertinent Provisions: None

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

## **Service Agreement for Wastewater Removal and Tank Cleaning Services to be Conducted at the Mid- Connecticut Project Transfer Stations**

*May 20, 2004*

### **Executive Summary**

CRRA's Environmental Services Division has completed the review process for the selection of an environmental contractor to perform wastewater removal and tank cleaning services at the four CRRA Mid-Connecticut Project transfer stations (Ellington, Essex, Torrington, and Watertown). CRRA will enter into an agreement with the approved contractor for a period of three years commencing on July 1, 2004 and terminating on June 30, 2007.

### **Discussion**

#### ***Request for Bids Process***

On March 29, 2004, CRRA issued a Request for Bids (RFB) seeking bids from qualified environmental contractors to furnish all labor, equipment and materials associated with wastewater removal and tank cleaning services at the four CRRA Mid-Connecticut Project transfer stations. A Public Notice of this RFB was published in the Hartford Courant on March 28, 2004.

Copies of the Contract Documents were available at CRRA's headquarters for prospective bidders to pick-up free of charge. CRRA also mailed copies of the Contract Documents free of charge to those prospective bidders that called and requested that copies be mailed.

CRRA conducted one mandatory pre-bid conference and tour at the Torrington Transfer Station at the time and date specified in the public notice. At the mandatory pre-bid conference and tour, prospective bidders were instructed to bid on performing the scope of work for all four transfer stations. CRRA also conducted one optional pre-bid conference and tour at each of the other three transfer stations at the times and dates specified in the public notice. On April 21, 2004, CRRA issued the one and only

addendum to the RFB to answer questions posed by prospective bidders at the site tours or submitted in writing to CRRA by the deadline specified in the RFB.

***Scope of Work***

The scope of work includes the following elements:

1. Domestic Sanitary Wastewater and Solids: Removal, transport, and proper disposal of domestic sanitary wastewater and solids associated with on-site septic systems at each of the four transfer stations – perform this work within forty-eight (48) hours of being called by the transfer station;
2. Tip-Floor Wastewater: Removal, transport, and proper disposal of municipal solid waste tip-floor run-off generated at each of the four transfer stations – perform this work within forty-eight (48) hours of being called by the transfer station;
3. Oil/Water Separators: Removal, transport, and proper disposal of solids and liquids associated with oil/water separators at the Essex and Torrington Transfer Stations – perform this work on a semi-annual basis;
4. Stormwater Catch Basin Sumps: Removal, transport, and proper disposal of solids and liquids from on-site stormwater catch basins at each transfer station – perform this work on a semi-annual basis; and,
5. Tip-Floor Holding Tank Solids: Removal, transport, and proper disposal of solids that accumulate in the tip-floor wastewater holding tank at each transfer station – perform this work on an as-needed basis when the solids level in the tank reaches twenty-five percent (25%) of the tank’s capacity.

The following table offers an overall, though not necessarily all-inclusive, summary of the tanks and estimated tip-floor wastewater quantities for each transfer station:

Facility	Domestic Sewage Discharge	Tip-Floor Drain Discharge	Oil/Water, Sediment Separators	Catch Basin Sumps
Ellington Transfer Station	One 1,000 gallon tank to leaching dry well	One 5,000 gallon tank with a high-level alarm. Approximately 15,000 gallons per year.	None	3
Essex Transfer Station	One 1,000 gallon tank to a leaching gallery	One 5,000 gallon tank with a high-level alarm. Approximately 48,000 gallons per year.	One 1,000 gallon tank. Clean twice annually minimum.	8
Torrington Transfer Station	One 1,250 gallon tank to a leaching gallery	One 5,000 gallon tank with a high-level alarm. Approximately 40,000 gallons per year.	Two 5,000 gallon tanks. Clean twice annually minimum.	6
Watertown Transfer Station	One 2,500 gallon holding tank	One 5,000 gallon tank with a high-level alarm. Approximately 20,000 gallons per year.	None	2

***Bid Evaluation Process and Recommended Awards***

CRRA developed standard forms for bidders to summarize proposed bid costs for each transfer station. CRRA also requested three (3) references and a narrative summary of each bidder’s experience with performing work of a nature similar to the scope of work contained in the RFB. In order to assist CRRA in assessing the environmental compliance of the proposed disposal facilities, CRRA developed ten (10) questions to be addressed for each disposal facility proposed for use by each bidder.

Bidders were also required to complete and submit a “Questionnaire Concerning Affirmative Action, Small Business Contractors, and Occupational Health and Safety.” Each bidder received a score on this Questionnaire, with points awarded to companies that qualified as small contractors and/or minority/woman/disabled person-owned firms (M/W/DP Business Enterprises). Bidders were also awarded points for having Affirmative Action Plans, apprenticeship programs, no OSHA citations for serious or willful violations, no criminal convictions related to employee injuries or deaths, and no ethics violations.

A total of three (3) bids were received by the bid submission deadline. Received bids were opened privately after the bid submission deadline. The proposed costs from every bid were then entered into spreadsheets to determine bidder rankings based solely on proposed costs. A summary of the proposed costs follows the financial summary discussion below. Since tip-floor wastewater generation rates vary based on precipitation, the following three scenarios were utilized in ranking the proposed costs:

1. RFB Scenario: Total proposed costs based upon the tip-floor wastewater generation rates listed in the RFB (the generation rates used in the RFB represent approximate, average annual amounts generated during the past 24 months);
2. “Low Case” Scenario: Costs were estimated based on tip-floor wastewater generation rates equal to 75% of the generation rates listed in the RFB; and,
3. “High Case” Scenario: Costs were estimated based on tip-floor wastewater generation rates equal to 125% of the generation rates listed in the RFB.

The lowest three-year costs under scenarios 1 and 2 were received from United Industrial Services (UIS), while Environmental Services, Inc.’s (ESI’s) costs were the next-to-the-lowest, and Clean Harbors Environmental Services’ (CHES’) costs were the highest. The lowest cost under scenario 3 was received from ESI, with UIS providing the next-to-the-lowest cost, and CHES providing the highest cost. The three-year cost summary is as follows:

<b>Bidder</b>	<b>RFB Costs</b>	<b>“Low Case” Costs</b>	<b>“High Case” Costs</b>
United Industrial Services	\$239,294	\$204,967	\$273,622
Environmental Services, Inc.	\$242,145	\$212,085	\$272,205
Clean Harbors Environmental Services	\$422,135	\$371,840	\$472,430

Peter Egan and Christopher Shepard of CRRA's Environmental Services Division reviewed submitted information regarding work experience and the proposed disposal facilities associated with the two lowest-cost bids. Based on the proposed costs, the work experience and the disposal facilities' information, United Industrial Services was determined to have submitted the most responsive and qualified bid. It is therefore recommended that this contract be awarded to United Industrial Services.

CRRA staff contacted the CTDEP as part of its audit to confirm the compliance record and permit status of the two facilities that UIS proposes to use. CRRA staff intends to schedule an on-site environmental audit of these facilities later on during calendar year 2004.

**Financial Summary**

Sufficient funds have been included in each transfer station's Building Operations budget for fiscal year 2005 to cover the proposed costs associated with wastewater removal and tank cleaning services based on the tip-floor wastewater generation rates specified in the RFB. It should be noted, however, that tip-floor wastewater generation rates are weather-dependent. Therefore, if there is more precipitation than expected over the course of FY'05, it is possible that actual costs could exceed budgeted costs. Sufficient funds based on the tip-floor generation rates specified in the RFB will be included in subsequent fiscal year budgets for each facility.

The following table summarizes the proposed costs for the FY'05-FY'07 for each of the four facilities.

<b>Summary of Wastewater Removal and Tank Cleaning Costs</b>			
<b>Facility</b>	<b>FY'05</b>	<b>FY'06</b>	<b>FY'07</b>
Ellington Transfer Station	\$ 9,830	\$ 10,171	\$ 10,675
Essex Transfer Station	\$ 25,518	\$ 26,335	\$ 27,645
Torrington Transfer Station	\$ 23,946	\$ 24,735	\$ 25,939
Watertown Transfer Station	\$ 17,412	\$ 18,094	\$ 18,994
Total	\$ 76,706	\$ 79,335	\$ 83,253

**REQUEST FOR BIDS FOR MID-CT TRANSFER STATIONS WASTEWATER REMOVAL  
AND TANK CLEANING SERVICES**

**ASSUMPTIONS FOR LOW AND HIGH CASES**

Facility	RFB	Low 75% RFB	High 125% RFB
Ellington LF	15,000	11,250	18,750
Essex TS	48,000	36,000	60,000
Torrington TS	40,000	30,000	50,000
Watertown TS	20,000	15,000	25,000

Units are gallons/year of tip-floor wastewater generated.

**REQUEST FOR BIDS FOR MID-CT TRANSFER STATIONS WASTEWATER REMOVAL AND TANK CLEANING SERVICES**  
**RFB Tank Pumpout Amounts**  
**COST REVIEW**

Task	Clean Harbors Environmental Services, Inc						Environmental Services, Inc.						United Industrial Services					
	Year 1		Year 2		Year 3		Year 1		Year 2		Year 3		Year 1		Year 2		Year 3	
	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual
1. Ellington TS																		
1.1 Domestic Sewage Tank	1,300	1,300	1,450	1,450	1,600	1,600	200	200	200	200	200	200	570	570	599	599	629	629
1.2 Floor Drain Tank Pumpout	0.51	7,650	0.55	8,250	0.60	9,000	0.32	4,800	0.32	4,800	0.32	4,800	0.35	5,250	0.36	5,400	0.38	5,700
1.3 Floor Drain Tank Cleaning	1,995	3,990	2,100	4,200	2,250	4,500	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
1.4 Catch Basin Sumps	1,050	2,100	1,200	2,400	1,300	2,600	600	1,200	600	1,200	600	1,200	805	1,610	838	1,676	875	1,750
Ellington TS TOTAL		15,040		16,300		17,700		10,200		10,200		10,200		9,830		10,171		10,675
2. Essex TS																		
2.1 Domestic Sewage Tank	1,365	1,365	1,500	1,500	1,650	1,650	200	200	200	200	200	200	570	570	599	599	629	629
2.2 Floor Drain Tank Pumpout	0.51	24,480	0.55	26,400	0.60	28,800	0.32	15,360	0.32	15,360	0.34	16,320	0.36	17,280	0.37	17,760	0.39	18,720
2.3 Floor Drain Tank Cleaning	2,050	4,100	2,200	4,400	2,350	4,700	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
2.4 Oil/Water Sediment Chamber	1,240	2,480	1,400	2,800	1,550	3,100	450	900	450	900	450	900	690	1,380	718	1,436	747	1,494
2.5 Catch Basin Sumps	1,165	2,330	1,300	2,600	1,450	2,900	650	1,300	650	1,300	650	1,300	1,944	3,888	2,022	4,044	2,103	4,206
Essex TS TOTAL		34,755		37,700		41,150		21,760		21,760		22,720		25,518		26,335		27,645
3. Torrington TS																		
3.1 Domestic Sewage Tank	1,510	1,510	1,650	1,650	1,750	1,750	275	275	275	275	275	275	570	570	599	599	629	629
3.2 Floor Drain Tank Pumpout	0.50	20,000	0.55	22,000	0.60	24,000	0.32	12,800	0.32	12,800	0.34	13,600	0.36	14,400	0.37	14,800	0.39	15,600
3.3 Floor Drain Tank Cleaning	1,995	3,990	2,100	4,200	2,200	4,400	2,200	4,400	2,200	4,400	2,200	4,400	1,200	2,400	1,248	2,496	1,298	2,596
3.4 Oil/Water Sediment Floatables	1,835	3,670	1,950	3,900	2,100	4,200	750	1,500	750	1,500	750	1,500	690	1,380	718	1,436	747	1,494
3.5 Oil/Water Sediment Grit	2,205	4,410	2,350	4,700	2,500	5,000	2,500	5,000	2,500	5,000	2,500	5,000	1,140	2,280	1,186	2,372	1,233	2,466
3.6 Catch Basin Sumps	975	1,950	1,050	2,100	1,200	2,400	650	1,300	650	1,300	650	1,300	1,458	2,916	1,516	3,032	1,577	3,154
Torrington TS TOTAL		35,530		38,550		41,750		25,275		25,275		26,075		23,946		24,735		25,939
4. Watertown TS																		
4.1 Domestic Sewage Tank	2,470	29,640	2,600	31,200	2,750	33,000	980	11,760	980	11,760	980	11,760	570	6,840	599	7,188	629	7,548
4.2 Floor Drain Tank Pumpout	0.47	9,400	0.51	10,200	0.55	11,000	0.32	6,400	0.32	6,400	0.34	6,800	0.36	7,200	0.37	7,400	0.39	7,800
4.3 Floor Drain Tank Cleaning	1,970	3,940	2,100	4,200	2,250	4,500	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
4.4 Catch Basin Sumps	940	1,880	1,100	2,200	1,250	2,500	300	600	300	600	300	600	486	972	505	1,010	525	1,050
Watertown TS TOTAL		44,860		47,800		51,000		22,760		22,760		23,160		17,412		18,094		18,994
TOTAL YEAR		130,185		140,350		151,600		79,995		79,995		82,155		76,706		79,335		83,253
TOTAL BIDDER						422,135						242,145						239,294

**REQUEST FOR BIDS FOR MID-CT TRANSFER STATIONS WASTEWATER REMOVAL AND TANK CLEANING SERVICES**  
**Low Precipitation Tank Pumpout Amounts**  
**COST REVIEW**

Task	Clean Harbors Environmental Services, Inc						Environmental Services, Inc.						United Industrial Services					
	Year 1		Year 2		Year 3		Year 1		Year 2		Year 3		Year 1		Year 2		Year 3	
	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual
1. Ellington TS																		
1.1 Domestic Sewage Tank	1,300	1,300	1,450	1,450	1,600	1,600	200	200	200	200	200	200	570	570	599	599	629	629
1.2 Floor Drain Tank Pumpout	0.51	5,738	0.55	6,188	0.60	6,750	0.32	3,600	0.32	3,600	0.32	3,600	0.35	3,938	0.36	4,050	0.38	4,275
1.3 Floor Drain Tank Cleaning	1,995	3,990	2,100	4,200	2,250	4,500	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
1.4 Catch Basin Sumps	1,050	2,100	1,200	2,400	1,300	2,600	600	1,200	600	1,200	600	1,200	805	1,610	838	1,676	875	1,750
Ellington TS TOTAL		13,128		14,238		15,450		9,000		9,000		9,000		8,518		8,821		9,250
2. Essex TS																		
2.1 Domestic Sewage Tank	1,365	1,365	1,500	1,500	1,650	1,650	200	200	200	200	200	200	570	570	599	599	629	629
2.2 Floor Drain Tank Pumpout	0.51	18,360	0.55	19,800	0.60	21,600	0.32	11,520	0.32	11,520	0.34	12,240	0.36	12,960	0.37	13,320	0.39	14,040
2.3 Floor Drain Tank Cleaning	2,050	4,100	2,200	4,400	2,350	4,700	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
2.4 Oil/Water Sediment Chamber	1,240	2,480	1,400	2,800	1,550	3,100	450	900	450	900	450	900	690	1,380	718	1,436	747	1,494
2.5 Catch Basin Sumps	1,165	2,330	1,300	2,600	1,450	2,900	650	1,300	650	1,300	650	1,300	1,944	3,888	2,022	4,044	2,103	4,206
Essex TS TOTAL		28,635		31,100		33,950		17,920		17,920		18,640		21,198		21,895		22,965
3. Torrington TS																		
3.1 Domestic Sewage Tank	1,510	1,510	1,650	1,650	1,750	1,750	275	275	275	275	275	275	570	570	599	599	629	629
3.2 Floor Drain Tank Pumpout	0.50	15,000	0.55	16,500	0.60	18,000	0.32	9,600	0.32	9,600	0.34	10,200	0.36	10,800	0.37	11,100	0.39	11,700
3.3 Floor Drain Tank Cleaning	1,995	3,990	2,100	4,200	2,200	4,400	2,200	4,400	2,200	4,400	2,200	4,400	1,200	2,400	1,248	2,496	1,298	2,596
3.4 Oil/Water Sediment Floatables	1,835	3,670	1,950	3,900	2,100	4,200	750	1,500	750	1,500	750	1,500	690	1,380	718	1,436	747	1,494
3.5 Oil/Water Sediment Grit	2,205	4,410	2,350	4,700	2,500	5,000	2,500	5,000	2,500	5,000	2,500	5,000	1,140	2,280	1,186	2,372	1,233	2,466
3.6 Catch Basin Sumps	975	1,950	1,050	2,100	1,200	2,400	650	1,300	650	1,300	650	1,300	1,458	2,916	1,516	3,032	1,577	3,154
Torrington TS TOTAL		30,530		33,050		35,750		22,075		22,075		22,675		20,346		21,035		22,039
4. Watertown TS																		
4.1 Domestic Sewage Tank	2,470	29,640	2,600	31,200	2,750	33,000	980	11,760	980	11,760	980	11,760	570	6,840	599	7,188	629	7,548
4.2 Floor Drain Tank Pumpout	0.47	7,050	0.51	7,650	0.55	8,250	0.32	4,800	0.32	4,800	0.34	5,100	0.36	5,400	0.37	5,550	0.39	5,850
4.3 Floor Drain Tank Cleaning	1,970	3,940	2,100	4,200	2,250	4,500	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
4.4 Catch Basin Sumps	940	1,880	1,100	2,200	1,250	2,500	300	600	300	600	300	600	486	972	505	1,010	525	1,050
Watertown TS TOTAL		42,510		45,250		48,250		21,160		21,160		21,460		15,612		16,244		17,044
TOTAL YEAR		114,803		123,638		133,400		70,155		70,155		71,775		65,674		67,995		71,298
TOTAL BIDDER						371,840						212,085						204,967

**REQUEST FOR BIDS FOR MID-CT TRANSFER STATIONS WASTEWATER REMOVAL AND TANK CLEANING SERVICES**  
**High Precipitation Tank Pumpout Amounts**  
**COST REVIEW**

Task	Clean Harbors Environmental Services, Inc.						Environmental Services, Inc.						United Industrial Services					
	Year 1		Year 2		Year 3		Year 1		Year 2		Year 3		Year 1		Year 2		Year 3	
	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual	Unit	Annual
1. Ellington TS																		
1.1 Domestic Sewage Tank	1,300	1,300	1,450	1,450	1,600	1,600	200	200	200	200	200	200	570	570	599	599	629	629
1.2 Floor Drain Tank Pumpout	0.51	9,563	0.55	10,313	0.60	11,250	0.32	6,000	0.32	6,000	0.32	6,000	0.35	6,563	0.36	6,750	0.38	7,125
1.3 Floor Drain Tank Cleaning	1,995	3,990	2,100	4,200	2,250	4,500	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
1.4 Catch Basin Sumps	1,050	2,100	1,200	2,400	1,300	2,600	600	1,200	600	1,200	600	1,200	805	1,610	838	1,676	875	1,750
Ellington TS TOTAL		16,953		18,363		19,950		11,400		11,400		11,400		11,143		11,521		12,100
2. Essex TS																		
2.1 Domestic Sewage Tank	1,365	1,365	1,500	1,500	1,650	1,650	200	200	200	200	200	200	570	570	599	599	629	629
2.2 Floor Drain Tank Pumpout	0.51	30,600	0.55	33,000	0.60	36,000	0.32	19,200	0.32	19,200	0.34	20,400	0.36	21,600	0.37	22,200	0.39	23,400
2.3 Floor Drain Tank Cleaning	2,050	4,100	2,200	4,400	2,350	4,700	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
2.4 Oil/Water Sediment Chamber	1,240	2,480	1,400	2,800	1,550	3,100	450	900	450	900	450	900	690	1,380	718	1,436	747	1,494
2.5 Catch Basin Sumps	1,165	2,330	1,300	2,600	1,450	2,900	650	1,300	650	1,300	650	1,300	1,944	3,888	2,022	4,044	2,103	4,206
Essex TS TOTAL		40,875		44,300		48,350		25,600		25,600		26,800		29,838		30,775		32,325
3. Torrington TS																		
3.1 Domestic Sewage Tank	1,510	1,510	1,650	1,650	1,750	1,750	275	275	275	275	275	275	570	570	599	599	629	629
3.2 Floor Drain Tank Pumpout	0.50	25,000	0.55	27,500	0.60	30,000	0.32	16,000	0.32	16,000	0.34	17,000	0.36	18,000	0.37	18,500	0.39	19,500
3.3 Floor Drain Tank Cleaning	1,995	3,990	2,100	4,200	2,200	4,400	2,200	4,400	2,200	4,400	2,200	4,400	1,200	2,400	1,248	2,496	1,298	2,596
3.4 Oil/Water Sediment Floatables	1,835	3,670	1,950	3,900	2,100	4,200	750	1,500	750	1,500	750	1,500	690	1,380	718	1,436	747	1,494
3.5 Oil/Water Sediment Grit	2,205	4,410	2,350	4,700	2,500	5,000	2,500	5,000	2,500	5,000	2,500	5,000	1,140	2,280	1,186	2,372	1,233	2,466
3.6 Catch Basin Sumps	975	1,950	1,050	2,100	1,200	2,400	650	1,300	650	1,300	650	1,300	1,458	2,916	1,516	3,032	1,577	3,154
Torrington TS TOTAL		40,530		44,050		47,750		28,475		28,475		29,475		27,546		28,435		29,839
4. Watertown TS																		
4.1 Domestic Sewage Tank	2,470	29,640	2,600	31,200	2,750	33,000	980	11,760	980	11,760	980	11,760	570	6,840	599	7,188	629	7,548
4.2 Floor Drain Tank Pumpout	0.47	11,750	0.51	12,750	0.55	13,750	0.32	8,000	0.32	8,000	0.34	8,500	0.36	9,000	0.37	9,250	0.39	9,750
4.3 Floor Drain Tank Cleaning	1,970	3,940	2,100	4,200	2,250	4,500	2,000	4,000	2,000	4,000	2,000	4,000	1,200	2,400	1,248	2,496	1,298	2,596
4.4 Catch Basin Sumps	940	1,880	1,100	2,200	1,250	2,500	300	600	300	600	300	600	486	972	505	1,010	525	1,050
Torrington TS TOTAL		47,210		50,350		53,750		24,360		24,360		24,860		19,212		19,944		20,944
TOTAL YEAR		145,568		157,063		169,800		89,835		89,835		92,535		87,739		90,675		95,208
TOTAL BIDDER						472,430						272,205						273,622

## **TAB 8**

**RESOLUTION REGARDING AGREEMENT WITH FCR  
REDEMPTION, INC, THE MID-CONNECTICUT PROJECT'S  
CONTAINER PROCESSING FACILITY OPERATOR**

**RESOLVED:** The President is authorized to enter into an agreement with FCR, Inc., the Mid-Connecticut Project's container processing facility operator, substantially in the form as discussed at this meeting, as follows:

- 1) Extend the term of the Facility Agreement authorizing FCR as operator from May 21, 2005 until June 30, 2005;
- 2) In consideration for revocation of the \$330,000 proposed retrofit in accordance with the June 3, 2003 Settlement Agreement, CRRA will pay FCR, Inc. \$7,000 per month for the period of April 1, 2004 through June 30, 2005, resulting in a total payment of \$105,000.

# **Connecticut Resources Recovery Authority**

## **Contract Summary for Agreement entitled**

### **Agreement Between FCR Redemption, Inc. and CRRA**

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): FCR Redemption, Inc.

Effective date: May 21, 2004

Contract Type/Subject matter: Amendment to Settlement Agreement and 40 day extension

Facility (ies) Affected: Container Processing Facility of Mid-Ct Project

Extension of Term: May 21, 2005 through June 30, 2005

Contract Dollar Value: \$105,000 for Amended Settlement Agreement. See attached discussion for further details.

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: To provide \$7,000 per month for the period of April 1, 2004 through June 30, 2005 instead of the \$330,000 proposed retrofit and to extend Facility Agreement for 40 days.

Other Pertinent Provisions: None

# **Connecticut Resources Recovery Authority Mid-Connecticut Project – Container Processing Facility**

## **Agreement with FCR Redemption, Inc.**

*May 20, 2004*

### **Executive Summary**

CRRA has extended the Facility Agreement with FCR Redemption by giving notice to the company, in accordance with the Facility Agreement. The CRRA Board of Directors was advised of management's intent on extending the Agreement for the final year. Also, because the final one-year extension would terminate on May 21, 2005, both CRRA and FCR have agreed to extend this final extension by 40 days until June 30, 2005 so that the agreement terminates at the end of the fiscal year consistent with nearly all of CRRA's agreements.

This Agreement would also amend the June 3, 2003 Settlement Agreement with FCR by revoking the originally proposed \$330,000 equipment retrofit at the container facility and, in place of that expenditure, CRRA would pay FCR \$7,000 per month for the period of April 1, 2004 through June 30, 2005. Such payment would cover the costs of three FCR employees, additional maintenance costs for the ferrous densifiers and the baler, and excess residue fees and lost revenues on excess residue that could be sold as recyclable commodities.

While both CRRA and FCR worked diligently to seek qualified bids for the retrofit, ultimately both parties recognized that such retrofit would not be in the economic interests of either party because of the relatively short period of time remaining on the Facility Agreement. Further, the expenditure of capital to retrofit this 12-year-old facility, which is not designed to meet the current recyclable market, has limited benefit.

As a result, both CRRA and FCR mutually agree that by amending the June 3, 2003 Settlement Agreement in the aforementioned fashion, both parties benefit. CRRA saves approximately \$225,000 by not proceeding with the retrofit and FCR is appropriately compensated for its costs resulting from revoking the retrofit.

## AGREEMENT

This **AGREEMENT** dated as of May \_\_\_\_, 2004 is between **FCR REDEMPTION, INC.** ("FCR") and **CONNECTICUT RESOURCES RECOVERY AUTHORITY** ("CRRA" and collectively with FCR, the "**Parties**").

## WITNESSETH

**WHEREAS**, the Parties have entered into a Container Processing Facility Agreement for Operation and Maintenance dated February 22, 1997 (the "**Facility Agreement**"), pursuant to which FCR agreed to operate the Mid-Connecticut regional recycling facility located at 211 Murphy Road, Hartford, Connecticut owned by CRRA (the "**Facility**"), and CRRA compensates FCR for its services; and

**WHEREAS**, CRRA and FCR executed a letter agreement dated January 2, 2003 pursuant to which they resolved certain outstanding issues under the Facility Agreement (the "**Settlement Letter**"); and

**WHEREAS**, the Parties entered into an Agreement (hereinafter the "**Settlement Agreement**"), dated June 3, 2003 to resolve certain outstanding issues under both the Facility Agreement and the Settlement Letter; and

**WHEREAS**, CRRA has exercised, and FCR has accepted, both of its one-year options to extend the Facility Agreement, pursuant to Section 3.2 of said Facility Agreement; and

**WHEREAS**, under the current Section 3.2 of the Facility Agreement the total length of the term of the Facility Agreement, including all optional extension periods, shall not exceed eight (8) years, and three (3) months, thereby resulting in a termination date of May 21, 2005; and

**WHEREAS**, the Parties desire to extend the final extension term of the Facility Agreement by approximately 40 days, in order to encompass a full Operating Year of July 1, 2004 through June 30, 2005;

**NOW THEREFORE**, in consideration of good and valuable consideration, the Parties agree as follows:

**1. Amendment to Facility Agreement.**

a. The definition of "Operating Year", as set forth in Section 2.1 of the Facility Agreement, is hereby amended, to read as follows:

"**Operating Year**" means each twelve (12) month period during the term of this Service Agreement commencing on July 1 and ending on the following June 30, except that the first Operating Year shall commence on the Commencement Date and end on June 30, 1998."

b. Section 3.2 of the Facility Agreement, is hereby amended, to read as follows:

"Section 3.2. Term of this Service Agreement. The term of this Service Agreement shall commence on the Commencement Date, and shall continue until May 21, 2003. CRRA shall have the option to extend the initial term of this Service Agreement for up to two (2) successive periods, with the first extension period being for a one year period, ending on May 21, 2004, and the second extension period being for a period slightly in excess of 13 months, to end at the close of business on June 30, 2005. CRRA may exercise its first option to extend by providing written notice thereof to Company at least sixty (60) days prior to the expiration of such initial term, and CRRA may exercise its second option to extend by providing written notice thereof to Company at least sixty (60) days prior to the expiration of the Operating Year immediately following the end of such initial term."

**2. Amendment to Settlement Agreement.** FCR hereby represents that with appropriate maintenance along with the additional monthly payments, provided for below, the baler in the Facility can accommodate the recycling obligations under the Facility Agreement through June of 2005 without a retrofit. This representation is based on a best judgment after inspection of the baler, and should not be deemed to be a guaranty of FCR, with any monetary or other obligations with respect to this representation, that the baler will accommodate such recycling obligations; nor should acceptance of this representation by CRRA be deemed a waiver of any rights it may have if the baler is no longer able to accommodate such recycling obligations due to any failure of FCR to comply with any of its other obligations under the Facility Agreement. Based on this representation, Schedule A of the Settlement Agreement is hereby revoked, and, in lieu of retrofitting of the baler and in

settlement of the items set forth in such Schedule A, CRRA will make fifteen monthly payments to FCR of \$7,000 per month, retroactive to the month of April of 2004, and, on a forward-going basis, payable on the first day of the month, with the last payment due on June 1, 2005. The \$7,000 monthly payment is to cover: 1) the costs of 3 employees, at a cost of \$5,300 per month, who would not otherwise be required if retrofit were done; 2) \$1,200 per month of additional maintenance costs on two ferrous densifiers and Harris-Selco Baler; and 3) \$500 per month for excess residue fees to CRRA and/or lost revenue on excess residue that could be sold as recyclable commodities. With the exception of these three items, the terms of the Facility Agreement shall govern as to whether other baler maintenance costs are payable or reimbursable. CRRA also agrees to pay any and all expenses to replace the baler liner when and if such replacement is necessary. Within 7 days of the execution of this Amendment, CRRA shall issue payment to FCR for the payments due for April and May of 2004. The \$7,000 monthly payments shall be deemed obligations of CRRA under the Facility Agreement, subject to Article X of the Facility Agreement in the event of any alleged default.

**3. Continuation of Facility Agreement and Settlement Agreement.** The Parties intend and agree that this Agreement constitutes an amendment to the Facility Agreement and the Settlement Agreement, but except as amended hereby, all other provisions, obligations and/or payments due under the Facility Agreement and Settlement Agreement remain in effect.

**4. Multiple Counterparts; Facsimile Signatures.** This agreement may be executed by facsimile signatures and may be executed in multiple counterparts, and it shall not become effective and binding until one such counterpart is signed by all the Parties and all exhibits thereto are signed by the respective Parties and until such time as all of the Parties are in possession of signed copies of the same.

**5. Binding Effect.** This Agreement shall be binding upon, and shall inure to, the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, predecessors, parents, subsidiaries, or sister corporations, assigns officers, directors, partners, employees, attorneys and agents.

**6. Governing Law.** This Agreement shall be construed and governed by the laws of the State of Connecticut, without regard to its conflicts of laws principles.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first set forth above.

**FCR REDEMPTION, INC.**

By: \_\_\_\_\_  
Its  
Duly Authorized

Date: \_\_\_\_\_

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its President  
Duly Authorized

**TAB 9**

**Resolution Regarding Spot Waste Delivery Letter Agreements Between the BRRFOC and the CRRA**

**RESOLVED:** That the President is authorized to execute reciprocal Letter Agreements between the BRRFOC and CRRA for the delivery of spot waste substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority**  
**Letter Agreement Summaries**

- Presented to Board: May 20, 2004
- Parties: CRRA and the Bristol Resources Recovery Facility Operating Committee (BRRFOC).
- Agreement Type: Letter Agreements for Spot Waste Deliveries
- Facility: Mid-Connecticut Project
- Dollar Value: Approximately \$100,000. Money to cover the costs of waste diversions and exports is contained in both the FY04 and FY05 budgets.
- Terms: The term for the Letter Agreement allowing CRRA to deliver spot waste to the Bristol RRF is simply extends the existing agreement with the BRRFOC from December 31, 2004 to June 30, 2005. The existing letter agreement was for the calendar year of January 1, 2004 to December 31, 2004. The BRRFOC requested that it be changed to coincide with its fiscal year that runs July 1 through June 30. All this letter does is change the term from December 31, 2004 to June 30, to accommodate the Committee's request.
- The term of the Letter Agreement allowing the BRRFOC to deliver spot waste to the Mid-Connecticut Project is July 1, 2004 through June 30, 2005.
- Service Fees: CRRA shall pay BRRFOC \$50.00/ton for the delivery of spot waste to the Bristol RRF.  
The BRRFOC shall pay CRRA \$50.00/ton for spot waste delivered directly to the Mid-Connecticut Waste Processing Facility in Hartford or \$63.00/ton if the waste is delivered to the Torrington Transfer Station.
- Discussion: For a number of years now the CRRA has had reciprocal spot waste delivery agreements with the BRRFOC. These agreements:
- provide the CRRA and the BRRFOC an additional in-state waste diversion option during periods of high waste deliveries;
  - provides CRRA a lower per ton diversion rate than that offered by its out-of-state waste export contractors (current export rates range from a low of \$67.00/ton to a high of \$81.00/ton;

- provides CRRA per ton transportation savings of approximately \$3.00/ton (the difference between what CRRA is charged by its contract hauler to transport waste to Bristol instead of the Waste Processing Facility in Hartford).



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FAX (860) 757-7740

May 21, 2004

Mr. Jonathan Bilmes  
Executive Director  
Bristol Resource Recovery Facility Operating Committee  
43 Enterprise Drive  
Bristol, CT 06010

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 17<sup>th</sup> Floor  
Hartford, CT 06103

RE: Spot Waste Delivery Agreement – CRRA to BRRFOC

Gentlemen:

The Bristol Resource Recovery Facility Operating Committee (“BRRFOC”) and Connecticut Resources Recovery Authority (“CRRA”) desire to enter into this letter agreement (the “Agreement”) to memorialize the terms under which CRRA will deliver Spot Waste to BRRFOC.

1. BRRFOC has entered into an agreement with Covanta Bristol, Inc. for the operation of a municipal solid waste facility located at 170 Enterprise Drive in Bristol, Connecticut (the “Bristol Facility”). The Bristol Facility accepts Acceptable Waste, as defined in the service agreement, on a spot basis (the “Spot Waste”).

2. By mutual agreement, CRRA has sent and desires to continue to send Spot Waste from its Mid-Connecticut Project to the Bristol Facility. BRRFOC reserves the right to refuse Spot Waste. CRRA’s haulers agree to abide by the Bristol Facility’s Hauler Rules and Regulations.

3. BRRFOC has agreed to accept Spot Waste from CRRA for the per ton price of FIFTY AND 00/100 (\$50.00) DOLLARS (the “Tip Fee”).

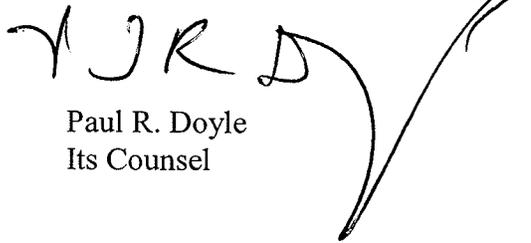
4. This Agreement is effective as of January 1, 2005, and shall terminate on June 30, 2005.

5. This Agreement shall be contingent upon CRRA obtaining approval from its Board of Directors.

May 21, 2004

Please indicate your acceptance of the above terms and conditions by signing below.

Very truly yours,



Paul R. Doyle  
Its Counsel

Agreed to and accepted by:

BRISTOL RESOURCE RECOVERY  
FACILITY OPERATING COMMITTEE

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_  
Jonathan Bilmes  
Its Executive Director  
Duly Authorized

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized



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May 21, 2004

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Executive Director  
Bristol Resource Recovery Facility Operating Committee  
43 Enterprise Drive  
Bristol, CT 06010

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 17<sup>th</sup> Floor  
Hartford, CT 06103

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1. BRRFOC has entered into an agreement with Covanta Bristol, Inc. for the operation of a municipal solid waste facility located at 170 Enterprise Drive in Bristol, Connecticut (the “Bristol Facility”). The Bristol Facility accepts Acceptable Waste, as defined in the service agreement, on a spot basis (the “Spot Waste”).

2. By mutual agreement, CRRA has sent and desires to continue to send Spot Waste from its Mid-Connecticut Project to the Bristol Facility. BRRFOC reserves the right to refuse Spot Waste. CRRA’s haulers agree to abide by the Bristol Facility’s Hauler Rules and Regulations.

3. BRRFOC has agreed to accept Spot Waste from CRRA for the per ton price of FIFTY AND 00/100 (\$50.00) DOLLARS (the “Tip Fee”).

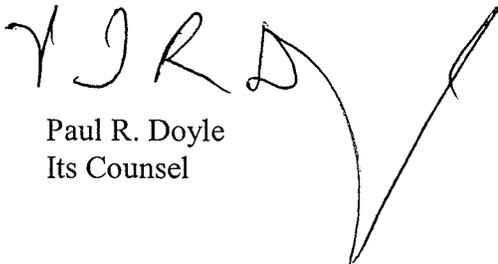
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5. This Agreement shall be contingent upon CRRA obtaining approval from its Board of Directors.

May 21, 2004

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Very truly yours,



Paul R. Doyle  
Its Counsel

Agreed to and accepted by:

BRISTOL RESOURCE RECOVERY  
FACILITY OPERATING COMMITTEE

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_  
Jonathan Bilmes  
Its Executive Director  
Duly Authorized

By: \_\_\_\_\_  
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Its President  
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May 21, 2004

Mr. Thomas D. Kirk  
President  
Connecticut Resources Recovery Authority  
100 Constitution Plaza; 17<sup>th</sup> Floor  
Hartford Connecticut 06103

Bristol Resource Recovery Facility Operating Committee  
43 Enterprise Drive  
Bristol, Connecticut 06103

RE: Spot Waste Delivery Agreement – BRRFOC to CRRA

Gentlemen:

The Bristol Resource Recovery Facility Operating Committee (“BRRFOC”) and the Connecticut Resources Recovery Authority (“CRRA”) desire to enter into this letter agreement (the “Agreement”) to memorialize the terms under which the BRRFOC delivers Spot Waste to the CRRA.

1. CRRA owns a resource recovery facility located at 300 Maxim Road in Hartford, Connecticut (the “CRRA Mid-CT Facility”). CRRA owns a certain transfer station located at Old Dump Road, Torrington, Connecticut (the “CRRA Torrington Transfer Station”). The CRRA Mid-CT Facility and the CRRA Torrington Transfer Station are part of a solid waste disposal system known as the CRRA Mid-Connecticut Project (the “Project”). The CRRA Mid-CT Facility and the CRRA Torrington Transfer Station from time to time accept Acceptable Waste on a spot basis (the “Spot Waste”).
2. The BRRFOC has entered into an agreement with Covanta Bristol, Inc. for the operation of a municipal solid waste facility located at 170 Enterprise Drive in Bristol, Connecticut (the “Bristol Facility”). From time to time the Bristol Facility desires to divert Acceptable Waste away from the Bristol Facility to the CRRA Mid-CT Facility and/or the CRRA Torrington Transfer Station in the form of Spot Waste.
3. CRRA reserves the right to refuse Spot Waste from BRRFOC at any time for any reason. BRRFOC’s haulers agree to abide by the Mid-Connecticut Project Permitting, Disposal and Billing Procedures (the “Procedures”), as amended from time to time, which

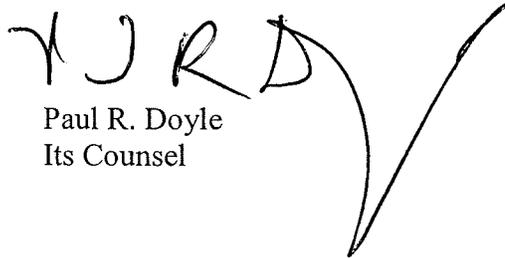
May 21, 2004

Procedures are hereby incorporated by reference herein and made a part hereof as if such Procedures had been attached in their entirety to this Agreement.

4. Prior to delivering any Spot Waste to the CRRA Mid-CT Facility or the CRRA Torrington Transfer Station, the BRRFOC, its agents, or its Member Towns, shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements, including CRRA's insurance requirements. The BRRFOC shall have all of its Member Towns delivering Acceptable Waste under this Agreement be covered under the forgoing CRRA insurance requirements or require each Member Town to procure and maintain the insurance required by the Procedures.
5. At CRRA's sole discretion, CRRA agrees to accept Spot Waste from the BRRFOC for the following per ton prices: (i) For each ton of Spot Waste delivered to the CRRA Mid-CT Facility - FIFTY AND 00/100 (\$50.00) DOLLARS; and (ii) For each ton of Spot Waste delivered to the Torrington Transfer Station - SIXTY-THREE AND 00/100 (\$63.00) DOLLARS (the "Tip Fees").
6. This Agreement is effective as of July 1, 2004 and shall terminate on June 30, 2005. This Agreement shall be contingent upon CRRA obtaining approval from its Board of Directors.

Please indicate your acceptance of the above terms and conditions by signing below.

Very truly yours,



Paul R. Doyle  
Its Counsel

Agreed to and accepted by:

BRISTOL RESOURCE RECOVERY  
FACILITY OPERATING COMMITTEE

CONNECTICUT RESOURCES  
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100 Constitution Plaza; 17<sup>th</sup> Floor  
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Bristol Resource Recovery Facility Operating Committee  
43 Enterprise Drive  
Bristol, Connecticut 06103

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1. CRRA owns a resource recovery facility located at 300 Maxim Road in Hartford, Connecticut (the “CRRA Mid-CT Facility”). CRRA owns a certain transfer station located at Old Dump Road, Torrington, Connecticut (the “CRRA Torrington Transfer Station”). The CRRA Mid-CT Facility and the CRRA Torrington Transfer Station are part of a solid waste disposal system known as the CRRA Mid-Connecticut Project (the “Project”). The CRRA Mid-CT Facility and the CRRA Torrington Transfer Station from time to time accept Acceptable Waste on a spot basis (the “Spot Waste”).
2. The BRRFOC has entered into an agreement with Covanta Bristol, Inc. for the operation of a municipal solid waste facility located at 170 Enterprise Drive in Bristol, Connecticut (the “Bristol Facility”). From time to time the Bristol Facility desires to divert Acceptable Waste away from the Bristol Facility to the CRRA Mid-CT Facility and/or the CRRA Torrington Transfer Station in the form of Spot Waste.
3. CRRA reserves the right to refuse Spot Waste from BRRFOC at any time for any reason. BRRFOC’s haulers agree to abide by the Mid-Connecticut Project Permitting, Disposal and Billing Procedures (the “Procedures”), as amended from time to time, which

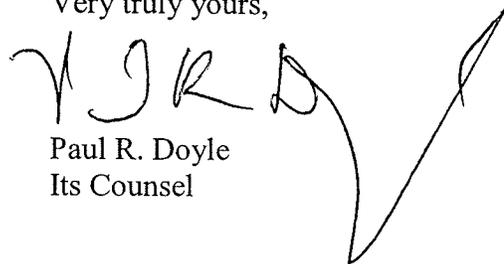
May 21, 2004

Procedures are hereby incorporated by reference herein and made a part hereof as if such Procedures had been attached in their entirety to this Agreement.

4. Prior to delivering any Spot Waste to the CRRA Mid-CT Facility or the CRRA Torrington Transfer Station, the BRRFOC, its agents, or its Member Towns, shall obtain all permits that are required by the Procedures, and shall comply with all other pre-delivery requirements, including CRRA's insurance requirements. The BRRFOC shall have all of its Member Towns delivering Acceptable Waste under this Agreement be covered under the forgoing CRRA insurance requirements or require each Member Town to procure and maintain the insurance required by the Procedures.
5. At CRRA's sole discretion, CRRA agrees to accept Spot Waste from the BRRFOC for the following per ton prices: (i) For each ton of Spot Waste delivered to the CRRA Mid-CT Facility - FIFTY AND 00/100 (\$50.00) DOLLARS; and (ii) For each ton of Spot Waste delivered to the Torrington Transfer Station - SIXTY-THREE AND 00/100 (\$63.00) DOLLARS (the "Tip Fees").
6. This Agreement is effective as of July 1, 2004 and shall terminate on June 30, 2005. This Agreement shall be contingent upon CRRA obtaining approval from its Board of Directors.

Please indicate your acceptance of the above terms and conditions by signing below.

Very truly yours,



Paul R. Doyle  
Its Counsel

Agreed to and accepted by:

BRISTOL RESOURCE RECOVERY  
FACILITY OPERATING COMMITTEE

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_  
Jonathan Bilmes  
Its Executive Director  
Duly Authorized

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

**TAB 10**

**Resolution Regarding the Standard Form Municipal Solid Waste Delivery Agreement for  
the Mid-Connecticut Project**

**RESOLVED:** That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Mid-Connecticut Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority  
Contract Summary**

Presented to Board: May 20, 2004

Vendors: Approximately 90 commercial haulers, businesses and institutions.

Contract Type: Standard form Municipal Solid Waste Delivery Agreement

Facility: Mid-Connecticut Project

Dollar Value: FY05 budgeted value of these agreements combined is \$62,032,000

Term: July 1, 2004 – June 30, 2007 (in previous years the agreement term was one-year).

Term Extensions: None

Service Fee Structure: FY05 \$70.00/ton.  
FY06 and FY07 per ton Service Fees shall not exceed the Service Fees established by CRRA's Board of Directors for the 70 municipalities having Municipal Solid Waste Services Agreements with CRRA and shall be calculated such that the aggregate Service Fees cover the Net Cost of Operation of the Mid-Connecticut Project per a methodology consistent with the municipal Agreements.

Should the FY06 and FY07 Service Fees established by CRRA's Board of Directors exceed \$72.10 and \$74.26 respectively, Haulers shall have the right to terminate the agreement provided Hauler gives CRRA written notice within 30-days of Hauler's receipt of notification from CRRA regarding the new Service Fee for the upcoming fiscal year. If CRRA does not receive written notice within such 30-days period, Hauler will forfeit its right of termination.

Delivery Requirement: Hauler agrees to deliver all Acceptable Waste generated within the corporate boundaries of the Mid-Connecticut project municipalities that Hauler collects or comes into its possession.

Liquidated Damages: Failure on the part of a Hauler to deliver all Project Acceptable Waste it collects or that comes under its possession, can result in the payment of liquidated damages to CRRA in the amount of the then prevailing Mid-Connecticut Project Service Fee, plus \$15.00 for each ton of Acceptable Waste not delivered by Hauler to the Designated Facility.

## MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT

This MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2004, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and \_\_\_\_\_, a \_\_\_\_\_, having its principal offices at \_\_\_\_\_, (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

### Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Mid-Connecticut Permitting, Disposal & Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of Member Municipalities and delivered by Hauler to the Mid-Connecticut project facility or facilities designated by CRRA (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Solid Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

### Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures, which Procedures are attached hereto as **Exhibit A** and are hereby incorporated by reference and made a part hereof. For purposes of this Agreement, the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Mid-Connecticut resources recovery project or have an agreement to deliver Acceptable Solid Waste to such project.
2. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler 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 shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.
3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, the Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's

check in an amount sufficient to cover at least two (2) months of waste disposal charges as estimated by CRRA. In its sole discretion, CRRA shall reassess the amount of the guaranty as defined in the Procedures.

4. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 4. If Hauler fails to comply with any of the requirements of this paragraph 4, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 4 are met.
5. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
6. For the purposes of this Agreement, the term "Fiscal Year" shall mean a year commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of the following year. For each Fiscal Year during the term of this Agreement, Hauler shall pay to CRRA a Service Fee not to exceed the Service Fee calculated in the manner described in **Exhibit B**, attached hereto and made a part hereof, for each ton of Acceptable Solid Waste generated in such Fiscal Year within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. In addition to the Service Fee, Hauler shall pay to CRRA a surcharge, if applicable, for certain CRRA facilities as described in **Exhibit B**.
7. If the Service Fee calculated for FY06 and FY 07 pursuant to paragraph 6 and **Exhibit B** herein exceeds Seventy-two and 10/100 (\$72.10) Dollars and Seventy-four and 26/100 (\$74.26) Dollars respectively, Hauler shall have the right to terminate this Agreement within 30 days of the date that Hauler receives written notification from CRRA of the Service Fee increase amount for the upcoming Fiscal Year. In order to exercise this right of termination, Hauler must send written notification, by certified return receipt mail to CRRA within 30 days of Hauler's receipt of notification from CRRA of the Service Fee increase. If Hauler exercises its foregoing right of termination, the effective date of said termination shall be June 30 of the Fiscal Year in which the notice of termination to Hauler is given by CRRA. If CRRA does not receive written notification of termination from Hauler within the 30 day window as specified above, Hauler shall forfeit its right to terminate this Agreement for the upcoming Fiscal Year and the Agreement shall remain in full force and effect.

8. Hauler acknowledges and agrees that its failure to deliver Acceptable Solid Waste from Member Municipalities as required under Paragraph 5 herein will cause substantial economic harm to CRRA. Hauler further acknowledges and agrees that the economic harm imposed on CRRA by Hauler's failure to deliver Acceptable Solid Waste from Member Municipalities will be difficult to quantify and prove as to an exact amount. Notwithstanding the foregoing sentence, Hauler agrees that the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (\$15.00) dollars for each ton of Acceptable Solid Waste that Hauler fails to deliver to the Designated Facility in accordance with the terms of this Agreement is a reasonable estimate of such economic harm to CRRA. Therefore, instead of requiring CRRA to prove such economic harm, Hauler and CRRA agree that as liquidated damages, and not as a penalty for Hauler's failure to deliver Acceptable Solid Waste generated within the corporate boundaries of Member Municipalities that Hauler collects or that comes within Hauler's possession, Hauler shall pay to CRRA the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Solid Waste that Hauler fails to deliver to the Designated Facility in accordance with the terms of this Agreement.
9. Hauler 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, 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) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of this Agreement.
10. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler, or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 10 shall survive the termination or expiration of this Agreement.
11. Hauler shall pay any invoices rendered by CRRA for any charges and costs incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler

further access to the Designated Facility and/or revokes its permit in accordance with paragraph 4 and this paragraph 11, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.

12. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures attached hereto in **Exhibit A** of this Agreement. If Hauler does not comply with these requirements set forth in this paragraph 12. CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.
13. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of Hauler hereunder, and CRRA shall have the right to terminate this Agreement without notice and to require that all invoices and/or other billings be made current.
14. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
15. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
16. This Agreement 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.
17. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2007. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
18. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
19. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[NAME OF HAULER]

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_  
Duly Authorized

Thomas D. Kirk  
Its President  
Duly Authorized

**EXHIBIT A**

**Mid-Connecticut Permitting, Disposal & Billing Procedures**

## EXHIBIT B

The Service Fee to be paid by the Hauler for each of the (3) Fiscal Years during the term of this Agreement shall be calculated in the following manner:

1) For each of the two (2) Fiscal Years beginning on July 1, 2005, and July 1, 2006, respectively, not less than 120 days prior to the commencement of each such Fiscal Year, CRRA shall calculate, and provide notice of the calculation of the Service Fee to be paid by the Hauler for each such Fiscal Year. Such Service Fee shall be set at a uniform rate per ton. The Service Fee shall be set such that the receipt by CRRA of the aggregate of: (1) Service Fees collected from all Haulers for Acceptable Solid Waste from Member Municipalities; and (2) Service Charges collected from Member Municipalities for Acceptable Solid Waste (collectively, the "Aggregate Fees"), shall be sufficient to pay or provide for CRRA's Net Cost of Operation of the Mid-Connecticut Project for such Fiscal Year. For purposes of this Agreement, the term "Net Cost of Operation" shall mean, with respect to a Fiscal Year, the sum of all expenditures of CRRA resulting from or necessitated by the ownership, operation and maintenance of and renewals and replacements to the Mid-Connecticut Project or the rendering of services by CRRA with respect to the Mid-Connecticut Project ("Total Expenditures"), minus all revenues received by CRRA with respect to the Mid-Connecticut Project ("Other Revenue") but excluding the Aggregate Fees. For purposes of this paragraph, the term "Mid-Connecticut Project" shall mean CRRA's Mid-Connecticut Project, including all associated facilities, transfer stations, disposal site or sites and such alternative site or sites, for the processing or disposal of solid waste.

The Service Fee shall be calculated pursuant to the following formula:

1. (Total Expenditures) minus (Other Revenue) = Net Cost of Operation
2. (Net Cost of Operation) divided by (Est. Tons of Acceptable Solid Waste for Mid-Connecticut Project) = Service Fee
3. For the Fiscal Year beginning on July 1, 2004, and ending on June 30, 2005 ("Fiscal Year 2005"), CRRA has performed the above calculation with respect to the Service Fee to be paid by the Hauler. For the Fiscal Year 2005, the Service Fee shall be SEVENTY and 00/100 DOLLARS (\$70.00) for each ton of Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.

In addition to the above Service Fee, Haulers shall pay for the term of this Agreement a Surcharge for delivering any Acceptable Solid Waste to the following CRRA facilities:

1. Ellington Transfer Station. For the delivery of East Windsor Acceptable Solid Waste to the Ellington Transfer Station, a fixed surcharge of TWO AND 25/100 (\$2.25)

DOLLARS shall be imposed on hauler for each ton of East Windsor Acceptable Solid Waste that is delivered to the Ellington Transfer Station.

2. Essex Transfer Station. For the delivery of Acceptable Solid Waste generated from the municipalities that constitute the Connecticut River Estuary Regional Planning Agency [currently the towns of Chester, Clinton, Deep River, Essex, Killingworth, Lyme, Old Lyme, Old Saybrook, and Westbrook] (“CRERPA”) to the Essex Transfer Station, a variable surcharge shall be imposed that is the sum of the Essex Host Community Benefit and Regional Recycling Coordinator fee divided by the estimated aggregate CRERPA Acceptable Solid Waste tonnage for such Fiscal Year. The estimated foregoing Essex Transfer Station surcharge for Fiscal Year 05 is 80/100 (\$.80) DOLLARS per ton of Acceptable Solid Waste.

**TAB 11**

**RESOLUTION REGARDING  
SELECTION OF A CONTRACTOR TO PROVIDE  
OPERATION AND MAINTENANCE SERVICES FOR THE  
LANDFILL GAS COLLECTION SYSTEM AND ENCLOSED  
FLARE STATION AT THE SHELTON LANDFILL**

**RESOLVED:** That the President is hereby authorized to enter into a contract with SCS Field Services to provide operation and maintenance services for the landfill gas collection system and enclosed flare station at the Shelton Landfill, substantially as discussed and presented at this meeting.

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Operations and Maintenance of the Landfill Gas Collection System and Enclosed Flare Station – Shelton Landfill

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): SCS Field Services

Effective date: July 1, 2004

Contract Type/Subject matter: Three-Year Operation and Maintenance Agreement

Facility (ies) Affected: Shelton Landfill

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$ 164,082 for Routine Services

Non-Routine Services are to be paid on a time and material basis. Board of Directors approval of this contract includes a not-to-exceed amount for non-routine services. See attached discussion for estimated cost.

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: To provide three years operation and maintenance services for the landfill gas collection system and enclosed flare station at the Shelton Landfill.

Other Pertinent Provisions: None

**Connecticut Resources Recovery Authority  
Bridgeport Project**

**Operations and Maintenance of the Landfill Gas Collection  
System and Enclosed Flare Station  
Shelton Landfill**

*May 20, 2004*

**Executive Summary**

In order to fulfill obligations of the air permit for the Shelton Landfill Enclosed Flare, and to properly operate and maintain the landfill gas collection system in accordance with applicable solid waste management regulations, CRRA utilizes a qualified contractor. A fair and open bidding procedure has been undertaken and SCS Field Services has been selected as the party that submitted the best bid.

This is to request Board of Directors approval to employ SCS Field Services to operate and maintain the landfill gas collection system and enclosed flare station at the Shelton Landfill for the three-year term of this contract.

**Discussion**

***Request for Bid Process***

CRRA solicited bids from qualified firms through advertisements in area newspapers. Seven firms responded to the ads and attended the mandatory bid walk of the site.

Those firms were:

- Anchor Engineering Services
- EMCON/OWT, Inc.
- Handex Group, Inc.
- Loureiro Engineering Associates
- SCS Field Services
- Select Energy Contracting , Inc.

- Thielsch Engineering

At the bid walk meeting, CRRA provided the prospective bidders with details of the project requirements, guidelines for acceptable bids as well as a tour of the landfill and enclosed flare station site.

Of the seven firms who attended the bid walk, two submitted bids. Those firms were:

- SCS Field Services
- Loureiro Engineering Associates

The prospective bidders were asked to provide a lump sum bid for Routine Services, for each of the three years of the contract term. The prospective bidders were also asked to provide “time and material” billing rates to be used for non-routine activities (e.g., emergency call, out-of-scope).

The technical content of each bid was evaluated on the following criteria:

- Knowledge, capability and experience of the firm
- Experience in performing work for CRRA
- Experience in performing work for others at CRRA landfills
- How services will be implemented
- Staffing and management plans
- O&M approach and plan for landfill gas collection system and enclosed flare station
- Knowledge and experience of staff
- Distribution of staff time
- Types and number of vehicles and equipment

The bid of Loureiro Engineering Associates was delivered to CRRA’s offices after the prescribed deadline.

The bid of SCS Field Services was found to be administratively complete, received an average technical evaluation score of 9.1 out of 10 and the three-year price was \$164,082.

CRRA staff, as part of the evaluation process, brought representatives from SCS Field Services into CRRA’s offices to discuss their qualifications and to answer questions about how they would provide timely responses, when needed at the Shelton Landfill. SCS Field Services advised CRRA staff that SCS was planning to locate a qualified individual in Connecticut, in addition to providing support staff from Rhode Island and New York offices, in the event that SCS were to be awarded the contract. They provided CRRA staff with information about how SCS would handle the turnover of

responsibilities from the current contractor and maintain adequate coverage throughout the term of the contract.

Based on completeness of bid, high technical evaluation score, price, and a satisfactory face-to-face presentation, CRRA staff recommends that CRRA employ SCS Field Services to perform this work.

### **Scope of Work**

This project will involve the following scope of work:

#### General Tasks

- Operate Landfill Gas System and Enclosed Flare Station in compliance with all applicable environmental and operational requirements.
- Maintain a qualified Project Manager who has primary responsibility to act on behalf of the contractor.
- Maintain adequate staff to conduct all required activities and keep the site in an orderly condition.
- Conduct all non-emergency activities during normal business hours and without unauthorized overtime.
- Keep the property free from accumulations of waste materials, rubbish and other debris.

#### Specific Tasks

- Routine wellfield inspections and adjustments
- Routine header system inspections and adjustments
- Routine maintenance
- Routine enclosed flare station operation and maintenance
- On-Site and Off-Site Landfill Gas Migration Monitoring
- Maintain materials and spare parts inventory
- Reporting requirements
- Non-Routine and Emergency Operation and Maintenance Services
- Removal and disposal of landfill gas condensate
- Emergency Contingency Plans and Notification

### **Financial Summary**

The funds for this project will be allocated for each of the next three fiscal years to the Shelton Landfill budget, part of the Bridgeport Project.

The Fiscal Year 2005 Shelton Landfill budget, which has already been approved by the Board of Directors, contemplated \$120,000 for routine activities, and \$48,000 for non-

routine activities for operation and maintenance of the landfill gas collection system and enclosed flare. In addition, \$12,000 was budgeted for removal and disposal of landfill gas condensate.

This is to request approval for the following amounts for routine and non-routine services for this contract for the next three fiscal years. These budget numbers include removal and disposal of landfill gas condensate, which the scope of work includes as a non-routine pass-through cost. (Historically, removal and disposal of landfill gas condensate at the Shelton Landfill has been managed directly by CRRA under a separate contract with an environmental services company. Beginning with this contract CRRA has incorporated this activity into the gas system O&M scope of work, requiring that the gas system O&M contractor in-turn subcontract the work.) The non-routine cost estimates presented below are projected estimated costs based on past expenditures, and are included for approval with this resolution as not-to-exceed costs.

July 1, 2004 – June 30, 2005

Routine Services:		\$ 53,637
Non-Routine Services:	Not to exceed	\$ 60,000

July 1, 2005 – June 30, 2006

Routine Services:		\$ 54,687
Non-Routine Services:	Not to exceed	\$ 60,000

July 1, 2006 – June 30, 2007

Routine Services:		\$ 55,758
Non-Routine Services:	Not to exceed	\$ 65,000

**TAB 12**

**Resolution Regarding the Standard Form Municipal Solid Waste Delivery Agreement for  
the Bridgeport Project**

**RESOLVED:** That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Bridgeport Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority  
Contract Summary**

Presented to Board: May 20, 2004

Vendors: Approximately 12 commercial haulers.

Contract Type: Standard form Municipal Solid Waste Delivery Agreement

Facility: Bridgeport Project

Dollar Value: FY05 budgeted value of these agreements combined is approximately \$90,000

Term: July 1, 2004 – June 30, 2006 (in previous years the agreement term was one-year).

Term Extensions: None

Service Fee Structure: FY05 and FY06 \$69.00/ton.

Delivery Requirement: Hauler agrees to deliver all Acceptable Waste generated within the corporate boundaries of the Bridgeport project municipalities that hauler collects or comes into its possession.

Liquidated Damages: Failure on the part of a hauler to deliver all Project Acceptable Waste it collects or that comes under its possession, can result in the payment of liquidated damages to CRRA in the amount of \$15.00/ton in addition to the \$69.00 Service Fee.

## **BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT**

This BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2004, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and \_\_\_\_\_, a \_\_\_\_\_, having its principal offices at \_\_\_\_\_, (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

### **Preliminary Statement**

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Bridgeport Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of CRRA Project Municipalities (as hereinafter defined) and delivered by Hauler to CRRA's Bridgeport resources recovery facility located at 6 Howard Avenue, Bridgeport, Connecticut (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Solid Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

### **Terms and Conditions**

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures attached hereto as **Exhibit A** and made a part hereof. The Procedures are hereby made a part of this Agreement in their entirety.
2. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Bridgeport resources recovery project or have an agreement to deliver solid waste to such project; and (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Solid Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the Wesi Projects. Hauler is prohibited from delivering any Acceptable Solid Waste to

the Designated Facility originating from Wesi Projects or Non-Member Municipalities.

3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler 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 shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.
4. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least two (2) months of waste disposal charges as estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the guarantee as defined in the Procedures.
5. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA, as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 5. If Hauler fails to comply with any of the requirements of this paragraph 5, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 5 are met.
6. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
7. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of the following year. Hauler shall pay to CRRA a Service Fee of sixty-nine and 00/100 (69.00) dollars for each ton of Acceptable Solid Waste generated in Fiscal Year 2005 and Fiscal Year 2006 within the corporate boundaries of any of the CRRA Project Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.
8. Hauler acknowledges and agrees that its failure to deliver Acceptable Solid Waste from Member Municipalities as required under Paragraph 6 herein will cause substantial economic harm to CRRA. Hauler further acknowledges and agrees that

the economic harm imposed on CRRA by Hauler's failure to deliver Acceptable Solid Waste from Member Municipalities will be difficult to quantify and prove as to an exact amount. Notwithstanding the foregoing sentence, Hauler agrees that the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (\$15.00) dollars for each ton of Acceptable Solid Waste that Hauler fails to deliver to the Designated Facility in accordance with the terms of this Agreement is a reasonable estimate of such economic harm to CRRA. Therefore, instead of requiring CRRA to prove such economic harm, Hauler and CRRA agree that as liquidated damages, and not as a penalty for Hauler's failure to deliver Acceptable Solid Waste generated within the corporate boundaries of Member Municipalities that Hauler collects or that comes within Hauler's possession, Hauler shall pay to CRRA the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Solid Waste that Hauler fails to deliver to the Designated Facility in accordance with the terms of this Agreement.

9. Hauler 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, 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) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of this Agreement.
10. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 10 shall survive the termination or expiration of the Agreement.
11. Hauler shall pay any invoices rendered by CRRA for any charges and costs incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within fifteen (15) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 5 and this paragraph 11, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.

12. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures as set forth in **Exhibit A**. If Hauler does not comply with these requirements set forth in this paragraph 12, CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.
13. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of Hauler hereunder, and CRRA shall have the right to terminate this Agreement without notice and to require that all invoices and/or other billings be made current. Hauler's obligations under this paragraph 13 shall survive the termination or expiration of this Agreement.
14. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
15. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
16. This Agreement 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.
17. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2006. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
18. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
19. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[NAME OF HAULER]

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_  
Duly Authorized

Thomas D. Kirk  
Its President  
Duly Authorized

**EXHIBIT A**

**Bridgeport Project Permitting, Disposal And Billing Procedures**

**TAB 13**

**Resolution Regarding the Standard Form Municipal Solid Waste Delivery Agreement for  
the Wallingford Project**

**RESOLVED:** That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Wallingford Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority  
Contract Summary**

Presented to Board: May 20, 2004

Vendors: Approximately 35 commercial haulers, businesses and institutions.

Contract Type: Standard form Municipal Solid Waste Delivery Agreement

Facility: Wallingford Project

Dollar Value: FY05 budgeted value of these agreements combined is \$8,680,000

Term: July 1, 2004 – June 30, 2007 (in previous years the agreement term was one-year).

Term Extensions: None

Service Fee Structure: FY05 \$56.00/ton.  
FY06 and FY07 per ton Service Fees shall not exceed the Service Fees established by Wallingford Project's Policy Board and CRRA's Board of Directors not less than 150 days prior to the commencement of each Fiscal Year. The Service Fee shall be set consistent with the Service Payment (uniform cost per ton) imposed on the Project's Participating Municipalities as determined in accordance with the waste delivery agreement.

Delivery Requirement: Hauler agrees to deliver all Acceptable Waste generated within the corporate boundaries of the Wallingford project municipalities that Hauler collects or comes into its possession.

Liquidated Damages: Failure on the part of Hauler to deliver all Project Acceptable waste it collects or that comes under its possession, can result in the payment of liquidated damages to CRRA in the amount of the then prevailing Wallingford Project Service Fee, plus \$15.00 for each ton of Acceptable Waste not delivered by Hauler to the Designated Facility.

Waste Diversion  
Transportation Credit: CRRA has the right, at its sole discretion, to divert Haulers away from to the Wallingford Project to the Mid-Connecticut or Bridgeport Projects. When Haulers are directed to divert waste, Hauler will receive a transportation credit of \$8.00 for each ton of waste Hauler diverts to the designated project. The credit shall be applied to the then-prevailing project Service Fee.

If Hauler fails to properly divert waste as directed by CRRA, Hauler shall be required to pay CRRA the then-prevailing tip fee of the Mid-Connecticut or Bridgeport Facility for each ton of Acceptable Waste Hauler failed to divert.

## WALLINGFORD SOLID WASTE DELIVERY AGREEMENT

This WALLINGFORD SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1<sup>st</sup> day of July, 2004, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and \_\_\_\_\_, a \_\_\_\_\_, having its principal offices at \_\_\_\_\_, (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

### Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Wallingford Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of Cheshire, Hamden, Meriden, North Haven, or Wallingford, Connecticut (the "Listed Municipalities") and delivered by Hauler to the Wallingford resources recovery facility located at 530 South Cherry Street in Wallingford, Connecticut (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Solid Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

### Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures attached hereto as **Exhibit A** and made a part hereof. The Procedures are hereby made a part of this Agreement in their entirety.
2. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler 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. At all times, Hauler shall comply with the Procedures, including any amendments thereto, that are made by CRRA from time to time.
3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least three (3) months of waste disposal charges as estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the foregoing guarantee as defined in the Procedures.

4. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA for any additional amounts, as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 4. If Hauler fails to comply with any of the requirements of this paragraph 4, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 4 are met.
5. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Listed Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
6. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of the following year. Hauler shall pay to CRRA a Service Fee of fifty-six and 00/100 (56.00) dollars for each ton of Acceptable Solid Waste generated in Fiscal Year 2005 within the corporate boundaries of any of the Listed Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. The Service Fee for each subsequent Fiscal Year under this Agreement shall be established by the CRRA Board of Directors not less than One Hundred Fifty (150) days prior to the commencement of each Fiscal Year. In adopting its annual budget for each Fiscal Year, CRRA shall set the Service Fee consistent with the Service Payment (uniform cost per ton) imposed on the Listed Municipalities as determined in accordance with the waste delivery agreements between CRRA and its Listed Municipalities. During term of this Agreement, the Service Fee imposed on the Hauler for each Fiscal Year shall not exceed the Service Payment imposed on the Listed Municipalities for the same Fiscal Year.
7. Hauler acknowledges and agrees that the foregoing Service Fee may be modified by the CRRA Board of Directors from time to time.
8. Hauler acknowledges and agrees that its failure to deliver Acceptable Solid Waste from Listed Municipalities as required under Paragraph 5 herein will cause substantial economic harm to CRRA. Hauler further acknowledges and agrees that the economic harm imposed on CRRA by Hauler's failure to deliver Acceptable Solid Waste from Listed Municipalities will be difficult to quantify and prove as to an exact amount. Notwithstanding the foregoing sentence, Hauler agrees that the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (\$15.00) dollars for each ton of Acceptable Solid Waste that Hauler fails to deliver to the Designated Facility in

accordance with the terms of this Agreement is a reasonable estimate of such economic harm to CRRA. Therefore, instead of requiring CRRA to prove such economic harm, Hauler and CRRA agree that as liquidated damages, and not as a penalty for Hauler's failure to deliver Acceptable Solid Waste generated within the corporate boundaries of Listed Municipalities that Hauler collects or that comes within Hauler's possession, Hauler shall pay to CRRA the prevailing Fiscal Year per ton Service Fee plus fifteen and 00/100 (15.00) dollars for each ton of Acceptable Solid Waste that Hauler fails to deliver to the Designated Facility in accordance with the terms of this Agreement<sup>10</sup>. Hauler 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, 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) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 8 shall survive the termination or expiration of this Agreement.

9. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of the Agreement.
10. Hauler shall pay any invoices rendered by CRRA for any charges, costs, and credits incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 4 and this paragraph 10, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.
11. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures. If Hauler does not comply with these requirements set forth in this paragraph 11, CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.

12. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of Hauler hereunder, and CRRA shall have the right to terminate this Agreement without notice and to require that all invoices and/or other billings be made current. Hauler's obligations under this paragraph 12 shall survive the termination or expiration of this Agreement.
13. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
14. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
15. This Agreement 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.
16. The term of this Agreement shall commence on July 1, 2004 (the "Commencement Date") and shall continue until June 30, 2007. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
17. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
18. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.
19. During the term of this Agreement, CRRA shall have the right, exercisable at CRRA's sole and absolute discretion and from time to time, to direct Hauler to deliver Acceptable Solid Waste from the Designated Facility to the CRRA's "Mid-Connecticut Facility" located at 300 Maxim Road, Hartford, Connecticut, or CRRA's "Bridgeport Facility" located at 6 Howard Avenue, Bridgeport, Connecticut. Upon CRRA exercising its foregoing diversion right and notifying Hauler of such action, Hauler shall deliver Acceptable Solid Waste to the Mid-Connecticut Facility or the Bridgeport Facility in accordance with the terms and conditions of this Agreement. For any foregoing diverted Acceptable Solid Waste, Hauler shall receive a transportation credit from CRRA of Eight and 00/100 (\$8.00) Dollars for each ton of Acceptable Solid Waste required by CRRA to be diverted and delivered to and accepted at the Mid-Connecticut Facility or at the Bridgeport Facility. The foregoing transportation credit shall be applied to the prevailing Service Fees owed by Hauler pursuant to Paragraph 6 of this Agreement. If Hauler fails to properly divert Acceptable Solid Waste from the Designated Facility as directed by CRRA in accordance with this paragraph, Hauler shall be required to pay CRRA the then-

prevailing tip fee of the Mid-Connecticut Facility or the Bridgeport Facility for each ton of Acceptable Solid Waste that was not properly diverted in accordance with the provisions of this paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[NAME OF HAULER]

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_  
Duly Authorized

Thomas D. Kirk  
Its President  
Duly Authorized

**EXHIBIT A**

**Wallingford Project Permitting, Disposal And Billing Procedures**

**TAB 14**

**RESOLUTION REGARDING APPROVAL OF AGREEMENTS  
FOR LANDFILL ENVIRONMENTAL MONITORING,  
LABORATORY ANALYSIS AND REPORTING SERVICES**

**RESOLVED:** That the President of CRRA be authorized to enter into agreements for Environmental Monitoring, Laboratory Analysis and Reporting Services, substantially as presented at this meeting, as follows:

<b>Vendor</b>	<b>Amount</b>	<b>Facility</b>
GZA GeoEnvironmental, Inc.	\$ 285,525	Hartford Landfill
Anchor Engineering Services, Inc.	\$ 66,245	Ellington Landfill
Environmental Risk Limited	\$ 286,177	Shelton Landfill
diversified environmental services, inc.	\$ 245,799	Wallingford Landfill
diversified environmental services, inc.	\$ 12,549	Waterbury Landfill

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Environmental Monitoring, Laboratory Analysis, and Reporting Services – Hartford Landfill

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): GZA GeoEnvironmental, Inc.

Effective date: July 1, 2004

Contract Type/Subject matter: Three Year Services Agreement

Facility (ies) Affected: Hartford Landfill

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$285,525

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services:

- To perform quarterly sampling and reporting associated with the following environmental media: groundwater, surface water, and leachate;
- To perform annual sampling and reporting associated with stormwater discharges;
- To perform quarterly monitoring and annual reporting of the South Meadows Flood Control Dike.

Other Pertinent Provisions: None

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Environmental Monitoring, Laboratory Analysis, and Reporting Services – Ellington Landfill

Presented to the CRRRA Board on: May 20, 2004

Vendor/ Contractor(s): Anchor Engineering Services, Inc.

Effective date: July 1, 2004

Contract Type/Subject matter: Three Year Services Agreement

Facility (ies) Affected: Ellington Landfill

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$66,245

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services:

- To perform quarterly sampling and reporting associated with the following environmental media: groundwater and surface water;
- To perform quarterly sampling and reporting associated with off-site drinking water wells;
- To perform annual sampling and reporting associated with stormwater discharges.

Other Pertinent Provisions: None

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Environmental Monitoring, Laboratory Analysis, and Reporting Services – Shelton Landfill

Presented to the CRRRA Board on: May 20, 2004

Vendor/ Contractor(s): Environmental Risk Limited

Effective date: July 1, 2004

Contract Type/Subject matter: Three Year Services Agreement

Facility (ies) Affected: Shelton Landfill

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$286,177

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services:

- To perform quarterly sampling and reporting associated with the following environmental media: groundwater, surface water, and leachate;
- To perform additional monthly sampling of treated leachate;
- To perform annual sampling and reporting associated with stormwater discharges;
- To perform annual habitat assessment inspection and reporting.

Other Pertinent Provisions: None

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Environmental Monitoring, Laboratory Analysis, and Reporting Services – Wallingford Landfill

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): diversified environmental services, inc.

Effective date: July 1, 2004

Contract Type/Subject matter: Three Year Services Agreement

Facility (ies) Affected: Wallingford Landfill and Former Barberino Property

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$245,799

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services:

- To perform quarterly groundwater sampling and reporting;
- To perform semi-annual surface water sampling and reporting;
- To perform annual sampling and reporting associated with stormwater discharges.

Other Pertinent Provisions: None

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Environmental Monitoring, Laboratory Analysis, and Reporting Services – Waterbury Bulky Waste Landfill

Presented to the CRRRA Board on: May 20, 2004

Vendor/ Contractor(s): diversified environmental services, inc.

Effective date: July 1, 2004

Contract Type/Subject matter: Three Year Services Agreement

Facility (ies) Affected: Waterbury Bulky Waste Landfill

Original Contract: This is original contract

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: \$12,549

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: To perform quarterly groundwater sampling and reporting.

Other Pertinent Provisions: None

**Connecticut Resources Recovery Authority  
Bridgeport Project  
Mid-Connecticut Project  
Wallingford Project**

**Service Agreements for Conducting Environmental  
Monitoring Activities at CRRA's Five Landfills**

*May 20, 2004*

**Executive Summary**

CRRA's Environmental Services Division has completed the review process for the selection of environmental engineering consultants to perform quarterly environmental monitoring activities at the five CRRA landfills (Ellington, Hartford, Shelton, Wallingford, and Waterbury). CRRA will enter into agreements with each of the approved consultants for a period of three years commencing on July 1, 2004 and terminating on June 30, 2007.

**Discussion**

***Request for Bids Process***

On February 22, 2004, CRRA published a public notice requesting bids from qualified environmental engineering consulting firms to furnish all materials, labor, equipment, and incidentals associated with environmental monitoring, laboratory analysis, and reporting at the five CRRA landfills. This Request for Bids (RFB) was published in both the Hartford Courant and the New Haven Register. Each landfill was bid separately, and firms were invited to bid on any or all of the landfills.

Copies of the Contract Documents were available at CRRA's headquarters for prospective bidders to pick-up free of charge. CRRA also mailed copies of the Contract Documents free of charge to those prospective bidders that called and requested that copies be mailed.

CRRA conducted one mandatory pre-bid conference and tour at each landfill at the times and dates specified in the public notice. On March 24, 2004, CRRA issued one set of addenda to answer questions posed by prospective bidders at the mandatory site tours or

submitted in writing to CRRA by the deadline specified in the RFB. There was one and only one addendum issued for each of the five landfills.

***Scope of Services***

The scope of services varies by landfill, but generally includes the sampling of environmental media (groundwater, surface water, stormwater, drinking water, and/or leachate), analysis of the samples by a State-certified environmental testing laboratory, and generation of quarterly and annual reports for submission to regulatory agencies (DEP, EPA, local Departments of Health). The following table offers an overall, though not necessarily all-inclusive, summary of the scope of work for each landfill:

<b>Requirements</b>	<b>Ellington LF</b>	<b>Hartford LF</b>	<b>Shelton LF</b>	<b>Wallingford LF</b>	<b>Waterbury LF</b>
# of Groundwater Wells to Sample Quarterly	10	25	30	35	4
# of Surface Water Samples to Collect Quarterly	6	13 <sup>a</sup>	12 <sup>a</sup>	10 <sup>b</sup>	0
# of Drinking Water Wells to Sample Quarterly	6	0	0	0	0
# of Annual Stormwater Samples to Collect	2	4	5	3	0
# of Additional Wells to Inspect Semi-Annually	18	28	29	10	0
Training Required Under 29 CFR 1910.120? <sup>c</sup>	No	No	Yes	Yes	No
Annual Dioxin/Furan Monitoring Required?	No	Yes	Yes	Yes	No
Supplemental Compliance Monitoring Required?	No	Yes	Yes	No	No
Sampled in Accordance with Low Flow Protocols?	No	Yes	Yes	Yes	No
Laboratory Analytical Services Included?	Yes	Yes	Yes	Yes	Yes
Dike Stability Monitoring and Reporting? <sup>d</sup>	No	Yes	No	No	No
Monthly Leachate Sampling and Reporting?	No	No	Yes	No	No

Notes:

<sup>a</sup> Surface water sampling at the Hartford LF and the Shelton LF requires use of a boat.

<sup>b</sup> Surface water sampling at Wallingford LF is conducted semi-annually.

<sup>c</sup> Sampling personnel at Shelton LF and Wallingford LF must be trained in accordance with the OSHA standard for Hazardous Waste Operations and Emergency Response (29 CFR 1910.120) due to the presence of RCRA hazardous waste disposal cells at these two landfills.

<sup>d</sup> Dike stability monitoring entails quarterly surveying, measurement of pore pressures, and measurement of ground deflection at five locations.

### ***Bid Evaluation Process and Recommended Awards***

To assist CRRA in its evaluation of bids, CRRA requested that each bidder assemble a separate, stand-alone bid document for each landfill monitoring project on which it was bidding. CRRA developed standard forms and schedules for bidders to summarize proposed monitoring costs and payment rates. CRRA also developed thirteen “Issues and Questions to be Addressed” by bidders to assist CRRA in evaluating each bidder’s understanding of the Scope of Services, as well as the overall knowledge, experience, and ability of each bidder company, its staff, and any proposed subcontractors.

Bidders were also required to complete and submit a “Questionnaire Concerning Affirmative Action, Small Business Contractors, and Occupational Health and Safety.” Each bidder received a score on this Questionnaire, with points awarded to companies that qualified as small contractors and/or minority/woman/disable person-owned firms (M/W/DP Business Enterprises). Bidders were also awarded points for having Affirmative Action Plans, apprenticeship programs, no OSHA citations for serious or willful violations, no criminal convictions related to employee injuries or deaths, and no ethics violations.

Bids were received and opened privately after the bid submission deadline. The proposed costs from every bid were then entered into spreadsheets to determine bidder rankings for each landfill based solely on proposed costs. Mr. Ronald Gingerich of the CRRA’s Environmental Services Division developed the cost summary spreadsheet and entered the proposed cost information for each bid. After the bids were evaluated based on cost, Mr. Christopher Shepard of CRRA’s Environmental Services Division evaluated the details of the four lowest-cost bids on the Ellington, Hartford, Shelton, and Wallingford Landfills in an attempt to identify the lowest bid price that was also considered to be the most responsive and qualified bid. In the case of the Hartford Landfill, evaluation of the seven lowest-cost bids was performed before the most responsive, qualified bidder was identified. In the case of the Shelton Landfill, the five lowest-cost bids were evaluated in order to identify the most responsive, qualified bidder. In the case of the Waterbury Bulky Waste Landfill, the two lowest-cost bids were evaluated in order to identify the lowest-cost, responsive and qualified bidder.

A summary of the bid evaluations is as follows:

Hartford Landfill: A total of eighteen (18) bids were received before the submission deadline. An evaluation of these 18 firms based solely on proposed costs is attached at the end of this summary.

Following the detailed evaluation of the bids, CRRA invited Anchor Engineering Services, Inc., RED Technologies, Inc., and GZA GeoEnvironmental, Inc. (GZA) to interview for the Hartford Landfill environmental monitoring project. Peter Egan and Christopher Shepard of CRRA conducted the interviews. Based upon

information conveyed in the bid documents and during the interviews, Mr. Egan and Mr. Shepard believe that GZA possesses the greatest abilities and capacities to undertake a project of this size and complexity, and, therefore, recommend that the Hartford Landfill project be awarded to GZA.

GZA has proposed the use of three subcontractors: Phoenix Environmental Laboratories to analyze groundwater, surface water and leachate samples; Complete Environmental Testing to analyze stormwater samples; and Conklin & Soroka to perform surveying activities associated with the dike stability monitoring.

Ellington Landfill: A total of twenty-one (21) bids were received before the submission deadline. An evaluation of these 21 firms based solely on proposed costs is attached at the end of this summary.

Anchor Engineering Services, Inc. (Anchor) submitted the lowest cost proposal. Anchor is also the firm that performed the environmental monitoring at the Ellington Landfill during FY'02-FY'04. Anchor has performed well under its existing environmental monitoring contract, and the evaluation of the next three low bids did not reveal a more responsive or qualified firm. It is therefore recommended that the Ellington Landfill project be awarded to Anchor. Anchor is a registered Small Business Enterprise with the State of Connecticut Department of Administrative Services.

Anchor has proposed the use of one subcontractor: Phoenix Environmental Laboratories for analysis of all environmental samples (groundwater, surface water, drinking water, and stormwater).

Shelton Landfill: A total of eighteen (18) bids were received before the submission deadline. An evaluation of these 18 firms based solely on proposed costs is attached at the end of this summary.

Following evaluation of the bids, CRRA determined that the lowest qualified bidders were Environmental Risk Limited (ERL), GZA GeoEnvironmental, Inc. (GZA), and diversified environmental services, inc (DES). ERL is the firm that performed the environmental monitoring at the Shelton Landfill during FY'04. ERL has performed well under its existing environmental monitoring contract. Although the costs proposed by GZA and DES were less than the costs proposed by ERL, GZA and DES are proposed to be awarded two other major landfill monitoring projects (Hartford Landfill and Wallingford Landfill, respectively). It is therefore recommended that the Shelton Landfill project be awarded to ERL. ERL is a registered Small Business Enterprise with the State of Connecticut Department of Administrative Services.

ERL has proposed the use of two subcontractors: Phoenix Environmental Laboratories for analysis of all environmental samples (groundwater, surface water, leachate, and stormwater); and Connecticut Ecosystems LLC for habitat unit inspection, assessment and mapping.

Wallingford Landfill: A total of nineteen (19) bids were received before the submission deadline. An evaluation of these 19 firms based solely on proposed costs is attached at the end of this summary.

Following the detailed evaluation of the bids, CRRRA invited diversified environmental services, inc. (DES) to interview for the Wallingford Landfill environmental monitoring project. Peter Egan and Christopher Shepard of CRRRA conducted the interview. Mr. Shepard also contacted three of DES' professional references to verify the historical quality and performance of DES' work for others. Based upon information conveyed in the bid documents, during the interviews, and by the professional references, Mr. Egan and Mr. Shepard believe that DES is the most responsive and qualified of the four lowest-cost bidders. It is therefore recommended that the Wallingford Landfill project be awarded to DES. DES is a registered Small Business Enterprise with the State of Connecticut Department of Administrative Services.

DES has proposed the use of one subcontractor: York Analytical Laboratories for analysis of all environmental samples (groundwater, surface water, and stormwater).

Waterbury Bulky Waste Landfill: A total of fifteen (15) bids were received before the submission deadline. An evaluation of these 15 firms based solely on proposed costs is attached at the end of this summary.

CRRRA determined that diversified environmental services, inc. (DES) was the lowest responsive and qualified bidder, based upon information conveyed in the bid documents, during the company's interview for the environmental monitoring project at the Wallingford Landfill, and by the professional references. It is therefore recommended that the Waterbury Bulky Waste Landfill project be awarded to DES. DES is a registered Small Business Enterprise with the State of Connecticut Department of Administrative Services.

DES has proposed the use of one subcontractor: York Analytical Laboratories for analysis of all groundwater samples.

### **Financial Summary**

Sufficient funds have been included in each Landfill's Environmental Testing budget for fiscal year 2005 to cover the proposed monitoring costs. Sufficient funds will be included in subsequent fiscal year budgets for each facility to cover the proposed costs.

The following table summarizes the proposed costs for the FY'05-FY'07. For comparative purposes, the following table also presents the FY'02-FY'04 monitoring costs.

<b>Summary of Environmental Monitoring Costs</b>		
<b>Facility</b>	<b>FY'05-FY'07</b>	<b>FY'02-FY'04</b>
Hartford Landfill	\$ 285,525	\$ 271,214
Ellington Landfill	\$ 66,245	\$ 70,025
Shelton Landfill	\$ 286,177	\$ 427,440 <sup>a</sup>
Wallingford Landfill and Former Barberino Property	\$ 245,799	\$ 278,735
Waterbury Landfill	\$ 12,549	\$ 13,081
<sup>a</sup> Environmental monitoring at the Shelton Landfill was performed as part of a larger, more comprehensive "Zone of Influence" study during portions of FY'02 and FY'03. The "Zone of Influence" study was completed in March 2003.		

**REQUEST FOR BIDS FOR ENVIRONMENTAL MONITORING,  
LABORATORY ANALYSIS AND REPORTING SERVICES  
ELLINGTON LANDFILL  
COST REVIEW SUMMARY**

Firm	Bid Price	Rank
Anchor Engineering Services	66,245	1
Coneco Engineers & Scientists	69,879	2
Jaworski Geotech, Inc.	70,245	3
Alliance Crouse Engineering	72,072	4
Analytical Consulting Technology	79,194	5
GZA GeoEnvironmental	80,030	6
Sound Environmental Solutions	80,100	7
SCS Field Services	81,172	8
Handex Group, Inc.	81,502	9
RED Technologies, LLC	82,098	10
SCIENTECH, Inc.	84,330	11
Consulting Environmental Engineers	87,300	12
Terrasyn Group, Inc.	87,672	13
Enviroscience Consultants	94,454	14
Environmental Risk Limited	111,457	15
LFR Inc.	114,600	16
AARON Environmental	121,849	17
Shaw Environmental, Inc.	125,083	18
HRP Associates, Inc.	158,330	19
Jacques Whitford	216,645	20
EnviroMed Services, Inc.	235,320	21

**REQUEST FOR BIDS FOR ENVIRONMENTAL MONITORING,  
LABORATORY ANALYSIS AND REPORTING SERVICES  
HARTFORD LANDFILL  
COST REVIEW SUMMARY**

Firm	Bid Price	Rank
Coneco Engineers & Scientists	\$238,635	1
Anchor Engineering Services	\$269,314	2
Terrasyn Group, Inc.	\$274,290	3
Jaworski Geotech, Inc.	\$276,471	4
Diversified Environmental Services	\$278,631	5
RED Technologies, LLC	\$280,005	6
GZA GeoEnvironmental	\$285,525	7
Analytical Consulting Technology	\$295,689	8
Environmental Risk Limited	\$319,441	9
SCS Field Services	\$322,738	10
LFR Inc.	\$348,042	11
Sound Environmental Solutions	\$349,170	12
Enviroscience Consultants	\$351,104	13
SCIENTECH, Inc.	\$351,282	14
Handex Group, Inc.	\$385,543	15
HRP Associates, Inc.	\$410,060	16
Shaw Environmental, Inc.	\$421,273	17
AARON Environmental	\$487,445	18

**REQUEST FOR BIDS FOR ENVIRONMENTAL MONITORING,  
LABORATORY ANALYSIS AND REPORTING SERVICES  
SHELTON LANDFILL  
COST REVIEW SUMMARY**

Firm	Bid Price	Rank
Coneco Engineers & Scientists	253,335	1
Terrasyn Group, Inc.	270,240	2
Diversified Environmental Services	280,062	3
GZA GeoEnvironmental	280,720	4
Environmental Risk Limited	286,177	5
LFR Inc.	296,550	6
SCS Field Services	316,544	7
RED Technologies, LLC	338,292	8
Sound Environmental Solutions	339,090	9
Analytical Consulting Technology	339,287	10
Enviroscience Consultants	349,769	11
SCIENTECH, Inc.	359,998	12
Handex Group, Inc.	360,230	13
HRP Associates, Inc.	385,810	14
Shaw Environmental, Inc.	392,335	15
Lockwood Kessler & Bartlett Inc.	418,100	16
AARON Environmental	476,130	17
EnviroMed Services, Inc.	655,080	18

**REQUEST FOR BIDS FOR ENVIRONMENTAL MONITORING,  
LABORATORY ANALYSIS AND REPORTING SERVICES  
WALLINGFORD LANDFILL  
COST REVIEW SUMMARY**

Firm	Bid Price	Rank
Analytical Consulting Technology	\$155,207	1
Terrasyn Group, Inc.	\$209,229	2
Jaworski Geotech, Inc.	\$234,630	3
Diversified Environmental Services	\$245,799	4
Anchor Engineering Services	\$260,080	5
Environmental Risk Limited	\$262,573	6
Coneco Engineers & Scientists	\$268,515	7
GZA GeoEnvironmental	\$275,160	8
LFR Inc.	\$296,625	9
Enviroscience Consultants	\$301,779	10
RED Technologies, LLC	\$303,558	11
Sound Environmental Solutions	\$321,360	12
Shaw Environmental, Inc.	\$324,849	13
AARON Environmental	\$353,775	14
HRP Associates, Inc.	\$354,010	15
Handex Group, Inc.	\$357,376	16
SCIENTECH, Inc.	\$385,009	17
Jacques Whitford	\$407,530	18
EnviroMed Services, Inc.	\$631,550	19

**REQUEST FOR BIDS FOR ENVIRONMENTAL MONITORING,  
LABORATORY ANALYSIS AND REPORTING SERVICES  
WATERBURY LANDFILL  
COST REVIEW SUMMARY**

Firm	Bid Price	Rank
Alliance Crouse Engineering	11,446	1
Diversified Environmental Services	12,549	2
Anchor Engineering Services	13,591	3
Analytical Consulting Technology	14,861	4
Coneco Engineers & Scientists	15,759	5
SCIENTECH, Inc.	17,291	6
RED Technologies, LLC	19,098	7
Terrasyn Group, Inc.	19,260	8
Sound Environmental Solutions	19,770	9
Enviroscience Consultants	21,747	10
Consulting Environmental Engineers	22,200	11
AARON Environmental	23,950	12
Shaw Environmental, Inc.	33,353	13
LFR Inc.	37,050	14
Lockwood Kessler & Bartlett Inc.	47,300	15

**TAB 15**

**RESOLUTION REGARDING CONTRACTS FOR ON-CALL  
EQUIPMENT SERVICES FOR THE ELLINGTON, HARTFORD,  
SHELTON, AND WALLINGFORD LANDFILLS**

**RESOLVED:** That the President is hereby authorized to execute agreements with Infantino's Property Services, LLC; RED Technologies, LLC; and R. L. Rogers & Sons, Inc. for On-Call Equipment Services at the CRRA Ellington, Hartford, Shelton, and Wallingford Landfills; and with Environmental Services, Inc. for On-Call Equipment Services at the CRRA Ellington, Hartford, and Wallingford Landfills, substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority  
Contract Summary for Contracts  
Entitled**

**On Call Equipment Services  
Ellington, Hartford, Shelton, and Wallingford Landfills**

Presented to the CRRRA Board on: May 20, 2004

Vendor/ Contractor(s): Environmental Services, Inc.  
Infantino's Property Services, LLC  
RED Technologies, LLC  
R.L. Rogers & Sons, Inc.

Effective date: July 1, 2004

Contract Type/Subject matter: Public Bid/Construction. Three year services agreement.

Facility (ies) Affected: Ellington, Hartford, Shelton, and Wallingford Landfills

Original Contract: None (this is initial contract)

Term: July 1, 2004 through June 30, 2007

Contract Dollar Value: None. The cost for a particular scope of work will be negotiated with the contractor on a case-by-case basis, and formalized in a request for services under this 3 year agreement. Each bidder has provided rates for labor and equipment which will be the basis of cost proposals provided by the bidder for specific activities.

Amendment(s): NA

Term Extensions: N/A

Scope of Services: Provide heavy equipment, labor, and incidentals to perform work at the above referenced sites.

Other Pertinent Provisions: None

**Connecticut Resources Recovery Authority  
Mid-Connecticut Project - Hartford & Ellington Landfills  
Wallingford Project – Wallingford Landfill  
Bridgeport Project – Shelton Landfill  
On-Call Equipment Services Contracts**

*May 20, 2004*

**Executive Summary**

This is to request approval of the CRRA Board of Directors for the President to enter into agreements with Environmental Services, Inc.; Infantino's Property Services, LLC; RED Technologies, LLC; and R. L. Rogers & Sons, Inc. to perform work at various CRRA Landfills. All four bidders submitted bids for each site with the exception of Environmental Services, Inc., who did not submit a bid for the Shelton Landfill. CRRA staff performed an administrative review of each bid and found each bid to be acceptable.

**Discussion**

In this bid, CRRA has requested heavy equipment and labor rates for work at each of the above referenced CRRA landfills. The purpose of this bid is to identify the unit prices of vendors with the insurance, equipment, manpower, and skill necessary to complete work as directed by CRRA. The contract for each landfill is designed to allow CRRA to define a scope of work, and receive competitive prices from one or more of the vendors under contract, in much the same way as the RFS process works for consultants. By setting up these contracts, CRRA can comply with competitive bid requirements without being subject to the time requirements of a competitive bid procedure for each scope of work. For example, these contracts will allow CRRA to quickly perform work such as emergency leachate seep repairs, using the competitive bid pricing included in these contracts.

The scope of work for this project is currently undefined. Scopes of work will be developed by CRRA using the format included in the contract documents if and when the need for work arises.

**Financial Summary**

Sealed bids were received until 10:00 am on Tuesday, April 27, 2004 for On-Call Equipment Services at the CRRA Ellington, Hartford, Shelton, and Wallingford Landfills. A total of four bidders submitted bids for this project. The bidders, in alphabetical order are:

Environmental Services, Inc.  
Infantino's Property Services, LLC  
RED Technologies, LLC  
R. L. Rogers & Sons, Inc.

Each of the four bidders submitted bids for each landfill with the exception of Environmental Services, Inc., who did not submit a bid for the Shelton Landfill. Each bid was reviewed for administrative completeness and all bids were found to be acceptable.

Sample insurance certificates from each bidder were reviewed by CRRA's Insurance & Claims Manager and found to be acceptable.

Funds for work that may be done under these contracts are included in the FY '05 operating budgets for each landfill. Each budget contains money for maintenance and repair of the landfill surface, drainage systems, and other physical features that may from time-to-time require work. Funds to pay for these activities in the subsequent two fiscal years will be incorporated into the operating budget for each of these facilities when the budgets are established.

In accordance with CRRA's Procurement Policies and Procedures,

1. All discreet projects for which the estimate is greater than \$50,000 will first be brought to CRRA's Board of Directors for approval; and,
2. In the event that CRRA enters into multiple Requests for Work with one of the above vendors during one fiscal year, and none of the discreet projects individually is in excess of \$50,000, but the sum of all work let to the vendor exceeds \$50,000 in the aggregate, then a report will be submitted to the Policy and Procurement Committee of the CRRA Board of Directors.

**TAB 16**

**RESOLUTION REGARDING ENGINEERING  
CONSULTING SERVICES, LAND SURVEYING  
SERVICES, AND ANALYTICAL LABORATORY  
TESTING SERVICES**

**RESOLVED:** That the President is hereby authorized to enter into contracts with the following firms and individuals for Engineering Consulting Services, Land Surveying Services and Analytical Laboratory Testing Services, substantially as discussed and presented at this meeting:

**Engineering Services**

**Category I – General Engineering Services**

Diversified Technology Consultants  
DMJM Harris  
Fuss & O’Neill, Inc.  
HRP Associates, Inc.  
R.W. Beck, Inc.  
URS Corporation

**Category II – Environmental Engineering**

Environmental Risk Limited  
Fuss & O’Neill, Inc.  
GZA GeoEnvironmental, Inc.  
HRP Associates, Inc.  
M. I. Holzman & Associates  
Malcolm Pirnie, Inc.  
Sci-Tech, Inc.  
TRC Environmental

**Category III – Resource Recovery and Recycling  
Engineering**

Camp Dresser & McKee, Inc.  
David Chon Association  
Dvirka & Bartilucci  
Grillo Engineers  
RRT Design & Construction  
R. W. Beck, Inc.  
STV Incorporated

**Category IV – Landfill Engineering**

Camp Dresser & McKee, Inc.  
Golder Associates  
Malcolm Pirnie, Inc.  
SCS Engineers, PC  
TRC Environmental  
URS Corporation

**Land Surveying Services**

Conklin & Soroka, Inc.  
Dutton & Johnston LLC

**Analytical Laboratory Services**

Analytical Consulting Technology, Inc.  
Connecticut Testing Laboratories, Inc.  
Con-Test Analytical Laboratory

# Connecticut Resources Recovery Authority

## Contract Summary for Contract entitled

### Engineering Services Agreement, Land Surveying Services Agreement, or Analytical Laboratory Testing Services Agreement

Presented to the CRRRA Board on:	May 20, 2004
Vendor/ Contractor(s):	Various (See Attached)
Effective date:	July 1, 2004
Contract Type/Subject matter:	Three Year Services Agreement for Engineering Consulting Services, Land Surveying Services, and Analytical Laboratory Services
Facility(ies) Affected:	Not Applicable
Original Contract:	Not Applicable
Term:	July 1, 2004 through June 30, 2007
Contract Dollar Value:	Not Applicable
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Services:	On-call consulting services in the Engineering Consulting Services, Land Surveying, and Analytical Laboratory Services areas.
Other Pertinent Provisions:	Any work under the Agreements will be pursuant to a Request for Services ("RFS"). Any RFS in excess of \$50,000 per fiscal year will require approval by the Board of Directors.

# Connecticut Resources Recovery Authority

## Engineering Consulting Services, Land Surveying Services, and Analytical Laboratory Services

*May 20, 2004*

### Executive Summary

From time to time CRRA requires the assistance of firms and individuals to provide technical and professional consulting services in a variety of engineering and environmental areas. CRRA's "Procurement Policies and Procedures" establishes a "Request for Qualifications" ("RFQ") process to obtain such services.

The current agreements which CRRA has in place for engineering services, land surveying services, and analytical laboratory testing services expire June 30, 2004. Accordingly, CRRA issued RFQs for engineering consulting services, land surveying services, and analytical laboratory testing services in February 2004 in order to solicit firms with which to contract with for a new three year period beginning July 1, 2004.

CRRA received responses to the RFQs from fifty-one (51) firms and individuals. Operations and Environmental staff evaluated the responses. Based on those evaluations, the firms listed below been selected for recommendation to the Board of Directors.

This is to request approval of the CRRA Board of Directors for the President to enter into agreements with the firms and individuals identified on the attached list to provide services as described below for the three-year period beginning July 1, 2004 and ending June 30, 2007. Any work performed under such an agreement will be pursuant to a Request for Services ("RFS"), and any RFS that is in excess of \$50,000 per year will require approval of the Board of Directors.

### Discussion

CRRA's "Procurement Policies and Procedures" establishes an RFQ process as "a process by which CRRA identifies persons to perform services on behalf of . . . CRRA through the solicitation of qualifications, experience, [and] prices." CRRA

has historically used the RFQ process to pre-qualify firms for a variety of technical services that it requires (e.g., engineering services). In accordance with its Procurement Policy and Procedures, and Connecticut State Statute, CRRA is required to solicit for technical and professional services once every three years. Agreements for engineering services, land surveying services, and laboratory analytical services that are currently in effect will expire on June 30, 2004.

CRRA issued RFQs for engineering, land surveying, and laboratory analytical testing services on February 23, 2004. The availability of the RFQs was advertised in the Hartford Courant, the New Haven Register, and on CRRA's web site. Responses to the Land Surveying Services and Analytical Laboratory Testing Services RFQs were due by March 24, 2004, and responses to the Engineering Services RFQ were due by April 2, 2004.

A total of thirty-nine firms responded to the request for qualifications for engineering services, nine firms responded to the request for land surveying services, and three firms responded to the request for analytical laboratory testing services. Table 1 below indicates the areas and sub-areas for which each of the respondents to the RFQs requested consideration.

The responses were first evaluated for administrative sufficiency, and then evaluated for technical merit. CRRA Operations and Environmental staff conducted the evaluations. Responses were evaluated based on the respondent's qualifications and experience, the experience of the individuals who would be assigned to do work, fee structure, past working experience with CRRA, and whether or not there were any potential conflicts of interest or outstanding legal issues.

Firms meeting the requirements of a small business enterprise (SBE), or a woman/minority/disabled person-owned business enterprise (W/M/DP BE) were also considered in the review process. Seven responses to the RFQs (four for engineering services and three for land surveying services) identified firms that qualify as W/M/DP business enterprises. Of the twenty-five firms that are being recommended for selection, two firms are currently registered with the State of Connecticut as a small business. Additionally, five of the recommended firms are qualified to register as a small business, and one firm is qualified to register as both a small business and a minority/woman/disable person-owned business. It is CRRA's intention to request that those firms that are qualified to register with the State as a small and/or minority/woman/disabled person-owned business pursue such registration with the State immediately upon contract award.

Based on the evaluation conducted by CRRA staff, the following firms/individuals were selected for recommendation to the Board of Directors in each of the following service categories:

## **Engineering Services**

### **Category I – General Engineering Services**

Diversified Technology Consultants  
DMJM Harris  
Fuss & O’Neill, Inc.  
HRP Associates, Inc.  
R.W. Beck, Inc.  
URS Corporation

### **Category II – Environmental Engineering**

Environmental Risk Limited  
Fuss & O’Neill, Inc.  
GZA GeoEnvironmental, Inc.  
HRP Associates, Inc.  
M. I. Holzman & Associates  
Malcolm Pirnie, Inc.  
Sci-Tech, Inc.  
TRC Environmental

### **Category III – Resource Recovery and Recycling Engineering**

Camp Dresser & McKee, Inc.  
David Chon Association  
Dvirka & Bartilucci  
Grillo Engineers  
RRT Design & Construction  
R. W. Beck, Inc.  
STV Incorporated

### **Category IV – Landfill Engineering**

Camp Dresser & McKee, Inc.  
Golder Associates  
Malcolm Pirnie, Inc.  
SCS Engineers, PC  
TRC Environmental  
URS Corporation

## **Land Surveying Services**

Conklin & Soroka, Inc.  
Dutton & Johnston LLC

### **Analytical Laboratory Services**

Analytical Consulting Technology, Inc.  
Connecticut Testing Laboratories, Inc.  
Con-Test Analytical Laboratory

The agreements that are to be executed with these firms will have an effective date of July 1, 2004 and will extend through June 30, 2007.

### **Financial Summary**

CRRA makes no financial commitment to any firm or individual in the three year services Agreements. This selection simply qualifies a firm or individual as eligible to undertake work for CRRA at a later date when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the CRRA Board of Directors.

TABLE 1

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
BIDDERS

Firm Name	Individual	Qualify as SBE	Registered as SBE	Qualify as M/W/DP-BE	Registered as M/W/DP-BE	Address	City	St	Zip Code	I. General	II. Environmental	III. RR & Recycling	IV. Landfill
Aaron Environmental		x	x	x		189 Atwater Street	Plantsville	CT	06479	x	x		
Alternative Resources, Inc.						9 Pond Lane	Concord	MA	01742		x	x	
Anchor Engineering Service		x	x			75 Nutmeg Lane	Glastonbury	CT	06037	x			
ASW Consulting Group		x				329 Main Street	Wallingford	CT	06492		x		x
Beta Group, Inc.						6 Blackstone Valley Pke, Suite 101	Lincoln	RI	02865	x			
Cashin Associates, PC						1200 Vet. Memorial Highway	Hauppauge	NY	11788	x			x
Camp Dresser & McKee, Inc.						Putnam Park West	Wethersfield	CT	06109	x	x	x	x
David Chon Association	x					1109 Vanewood Road	Towson	MD	21286			x	
Diversified Tech. Cons.		x		x		556 Washington Avenue	No. Haven	CT	06473	x	x		
DMJM Harris						605 Third Avenue	New York	NY	10158	x		x	
Dvirka & Bartilucci						300 Hadley Road	S. Plainfield	NJ	07080		x	x	
ENSR International						2 Technology Park Drive	Westford	MA	01886			x	x
Environmental Risk Limited		x				120 Mountain Avenue	Bloomfield	CT	06002		x		
Fuss & O'Neill, Inc.						146 Hartford Road	Manchester	CT	06040	x	x		x
Golder Associates						1951 Old Cuthbert Road-#301	Cherry Hill	NJ	08034				x
Grillo Engineers	x					9 Ash Street, Box 479	Hollis	NH	03049			x	
GZA Geo Environmental, inc.						27 Naek Road	Vernon	CT	06066		x		
Handex Group, Inc.						11 Berkshire Boulevard	Berlin	CT	06801		x	x	x
HRP Associates, Inc.						167 New Britain Avenue	Plainville	CT	06062	x	x		x
Lockwood Kessler & Bartlett						75 Center Street	Waterbury	CT	06702	x	x		x
M.I. Holzman & Associates	x	x	x			57 Mountain View Drive	W. Hartford	CT	06117		x		
Malcolm Pirnie						100 Rescommon Drive	Middletown	CT	06457		x	x	x
Martinez Couch Association		x	x	x	x	98 S. Turnpike Road	Wallingford	CT	06492	x	x	x	x
R.W. Beck, Inc.						550 Cochituate Road	Framingham	MA	01701	x	x	x	x
Red Technologies, LLC		x		x		5 Forest Park Drive	Farmington	CT	06032		x		
Robert E. Kropp, PE	x	x				21 Sylvan Hills Road	Guilford	CT	06437	x		x	
RRT Design & Construction						125 Baylis Road	Melville	NY	11747			x	
S.E.A. Consultants						2080 Silas Deane Highway 302	Rocky Hill	CT	06067	x			x
Scientech						143 West Street	New Milford	CT	06776		x		
Sci-Tech, Inc.		x				185 Silas Deane Highway	Wethersfield	CT	06109		x		
SCS Engineers, PC						140 Route 303	Valley Cottage	NY	10989				x
Shaw Environmental						1 International Blvd. #700	Mahwah	NJ	07495	x	x	x	x
Stearns & Wheler, LLC						35 Corporate Drive, Suite 1000	Trumbull	CT	06611	x	x	x	x
STV Incorporated						80 Ferry Boulevard	Stratford	CT	06615			x	
Terrasyn		x	x			36 Sheffield Street	Waterbury	CT	06704		x		x
TRC Environmental						5 Waterside Crossing	Windsor	CT	06095		x		x
URS Corporation						500 Enterprise Drive - 3B	Rocky Hill	CT	06067	x	x		x
Weston & Sampson						2928 Main Street	Glastonbury	CT	06033	x	x	x	x
Woodard & Curran						1520 Highland Avenue	Cheshire	CT	06410				x

**TABLE 1 (CONTINUED)**

**REQUEST FOR QUALIFICATIONS FOR LAND SURVEYING SERVICES  
BIDDERS**

Firm Name	Individual Qualify as SBE	Registered as SBE	Qualify as MW/DP BE	Registered as MW/DP BE	Address	City	St	Zip Code
Aaron Environmental	x	x	x		189 Atwater Street	Plantsville	CT	06479
Anchor Engineering Services	x	x			75 Nutmeg Lane	Glastonbury	CT	06033
BSC Group					200 Glastonbury Blvd., Suite 305	Glastonbury	CT	06033
Conklin & Soroka Inc.	x	x			1484 Highland Avenue	Cheshire	CT	06410
Diversified Technology Consultants	x		x		556 Washington Avenue	North Haven	CT	06473
Dutton & Johnston LLC	x				67 Eastern Boulevard	Glastonbury	CT	06033
HRP Associates, Inc.					167 New Britain Avenue	Plainville	CT	06062
Martinez Couch & Associates	x		x		98 South Turnpike Road	Wallingford	CT	06492
Milone & MacBroom	x	x			716 South Main Street	Cheshire	CT	06410

**REQUEST FOR QUALIFICATIONS FOR LABORATORY ANALYTICAL SERVICES  
BIDDERS**

Firm Name	Individual Qualify as SBE	Registered as SBE	Qualify as MW/DP BE	Registered as MW/DP BE	Address	City	St	Zip Code
Analytical Consulting Technology, Inc.	x				168 Railroad Hill Street	Waterbury	CT	06708
Connecticut Testing Laboratories, Inc.	x				165 Gracey Avenue	Meriden	CT	06451
Con-Test Analytical Laboratory					39 Spruce Street	East Longmeadow	MA	01028

**TAB 17**

**RESOLUTION REGARDING A LEGAL SERVICES AGREEMENT  
WITH PAUL R. DOYLE, ESQUIRE.**

**RESOLVED:** That the President or Chief Financial Officer is authorized to execute an agreement with UBS Financial Services, Inc. to provide semi-annual analyses of CRRA's 401(k) Plan's investment performance and on-going recommendations for keeping CRRA's 401(k) plan up to date. In addition, UBS Financial Services, Inc. shall provide CRRA employee educational sessions. These services shall be provided for an annual premium not to exceed \$20,000. The term of this agreement is for a three-year period, commencing August 1, 2004 and expiring July 31, 2007.

# **Connecticut Resources Recovery Authority**

## **Contract Summary for Contract entitled**

### **Legal Services Agreement with Paul R. Doyle, Esquire**

Presented to the CRRA Board on: May 20, 2004

Vendor/ Contractor(s): Paul R. Doyle, Esquire

Effective date: July 1, 2004

Contract Type/Subject matter: Legal Services Agreement

Facility (ies) Affected: All Projects

Original Contract: July 1, 2001 Contract #020109

Extension Term: July 1, 2004 through June 30, 2005

Contract Dollar Value: \$125.00/hour

Amendment(s): 020109-01

Term Extension: One Year

Scope of Services: Corporate Legal Services

Other Pertinent Provisions: None

# **Connecticut Resources Recovery Authority**

## **Legal Services Agreement with Paul Doyle**

*May 20, 2004*

### **Discussion**

Attorney Paul R. Doyle provides Connecticut Resources Recovery Authority with general corporate legal services, including but not limited to, drafting in-house legal documents, advising Connecticut Resources Recovery Authority staff on day-to-day legal issues, and representing Connecticut Resources Recovery Authority in certain litigation/negotiated matters with outside third parties. This is to extend his contract for one year.

**TAB 18**

**RESOLUTION REGARDING THE PAYMENT OF CERTAIN  
LEGAL INVOICES**

**WHEREAS:** CRRA has entered into a Legal Service Agreement with Halloran & Sage to perform legal services; and

**WHEREAS:** CRRA previously authorized \$120,000 for work to be performed by McCarter & English;

**RESOLVED:** That the \$120,000 previously authorized for McCarter & English be hereby authorized for Halloran & Sage for fees to be incurred from April 1, 2004 through June 30, 2004.

**CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LEGAL EXPENDITURE SUMMARY REPORT (FY03-FY04)**

	Authorized Amount	Amounts Paid Through Apr 30-04	Outstanding Invoices Through Apr 30-04	Projected Costs May-01-04 Jun-30-04	Projection (Favorable) Unfavorable	Additional Board Approval <sup>(a)</sup>
Anderson Kill & Olick (AG)	\$817,500	\$683,969	\$28,212	\$115,000	\$9,682	-
Brown Rudnick (AG)	\$396,000	\$304,566	\$10,306	\$100,000	\$18,872	-
Cicchetti & Tansley	\$0	\$4,078	\$0	\$0	\$4,078	-
Cohn Birnbaum	\$174,000	\$124,755	\$0	\$21,000	(\$28,245)	-
Halloran & Sage (GC) <sup>(b)</sup>	\$544,000	\$371,967	\$112,541	\$179,000	\$119,509	\$120,000
Kainen Escalere & Michale	\$116,000	\$52,359	\$0	\$50,000	(\$13,641)	-
Kroll, McNamara, Evans & Delehanty LLP <sup>(c)</sup>	\$0	\$0	\$9,158	\$1,000	\$10,158	-
McCarter & English <sup>(c)</sup>	\$1,098,000	\$158,731	\$6,650	\$80,000	(\$852,619)	-
Murtha Cullina	\$0	\$2,255	\$497	\$600	\$3,352	-
Pepe & Hazard	\$900,000	\$702,021	\$0	\$95,000	(\$102,979)	-
Perakos Zitser	\$121,000	\$62,938	\$0	\$50,000	(\$8,062)	-
Pullman & Comley	\$353,000	\$231,193	\$25,732	\$50,000	(\$46,075)	-
Santos & Seeley	\$59,000	\$8,682	\$0	\$50,000	(\$318)	-
Sidley Austin Brown & Wood	\$301,000	\$177,871	\$9,520	\$75,000	(\$38,609)	-
Jackson Lewis (Insurer Appointed) <sup>(d)</sup>	\$0	\$39,098	\$0	\$39,215	\$100,000	-
Rogin Nassau Caplan Lassman & Hirtle <sup>(d)</sup>	\$73,000	\$23,024	\$0			
Furey, Donovan, Tracy & Daly, PC <sup>(d)</sup>	\$25,000	\$0	\$0			
Lynch, Traub, Keefe & Errante <sup>(d)</sup>	\$0	\$0	\$0	\$100,000	\$100,000	-
Mark Connolly <sup>(d)</sup>	\$0	\$10,415	\$0			
Michele Parrota <sup>(d)</sup>	\$0	\$6,812	\$0			
<b>Total</b>	<b>\$4,977,500</b>	<b>\$2,964,735</b>	<b>\$202,616</b>	<b>\$1,005,815</b>	<b>(\$724,898)</b>	<b>\$120,000</b>

(a) Board Approval is required for variances exceeding \$50,000.

(b) Line items was presented for approval at the May 6, 2004 Policies and Procurement Committee meeting.

(c) Transferring to General Counsel (GC)

(d) Does not require Board approval, \$100k insurance deductible.

**TAB 19**

**RESOLUTION REGARDING THE ADOPTION OF THE  
REVISED “TRAVEL POLICY AND EXPENSE REPORTING”  
DOCUMENT**

**RESOLVED:** That the Board of Directors hereby adopts the revised “Travel Policy and Expense Reporting” document substantially as discussed and presented at this meeting.

# **Connecticut Resources Recovery Authority**

## **Revised Travel Policy and Expense Reporting**

*May 20, 2004*

The Connecticut Resources Recovery Authority's (CRRA) "Travel Policy and Expense Reporting" document contains the following requirement regarding employee reimbursement for business use of the employee's automobile:

"In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points."

Questions have arisen about what the "shortest distance" is between Hartford and various CRRA facilities.

This revision of the "Travel Policy and Expense Reporting" document is designed to address those questions. The revision would lead to the mileages listed on the attached sheet to be used as the standard mileage for CRRA employees for travel reimbursement. In extraordinary circumstances and with the approval of the employee's Department Head, an employee could be reimbursed for mileage different than that shown in the table, but only if the route used to calculate the standard distance was not reasonably available for use.

The revision also makes a technical change regarding rental automobiles by eliminating a duplicative section.

Included in this package is a "blacklined" version illustrating the changes, and a final version dated May 20, 2004 that will be issued presuming the document is approved.



# **TRAVEL POLICY AND EXPENSE REPORTING**

**APPROVED BY CRRA BOARD OF DIRECTORS MAY , 2004**

# TABLE OF CONTENTS

1.	GENERAL STATEMENT .....	1
2.	APPROVALS .....	1
3.	TRANSPORTATION .....	1
3.1	Rental Automobile .....	1
3.2	Business Use Of Employee's Car .....	2
3.3	Air Travel .....	3
3.4	Taxis .....	3
3.5	CRRA Owned Automobiles .....	3
4.	MEALS .....	3
5.	LODGING .....	4
6.	INCIDENTALS .....	4
7.	PERSONAL EXPENSES .....	4
8.	OTHER BUSINESS EXPENSES .....	4
9.	EXPENSE REPORTING .....	4
10.	RECEIPTS .....	54
11.	EXCEPTIONS .....	5

# CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

## 1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

## 2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

## 3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

### 3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA’s tax-exempt status and any other discounts available to CRRA.

### **3.1.1 Insurance**

#### **3.1.1.1 Business Use Of A Rental Automobile**

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

#### **3.1.1.2 Personal Use Of A Rental Automobile**

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

### **3.2 Business Use Of Employee's Car**

#### **3.2.1 Reimbursement Rate**

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes in account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business. This includes any deductible that may apply. Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

#### **3.2.2 Mileage Calculation**

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by the head an employee's division/department, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the head of the employee's division/department may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of

the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

### **3.2.3 Tolls/Parking**

No receipts are necessary for tolls or parking unless they exceed Five (\$5.00) Dollars.

### **3.3 Air Travel**

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

### **3.4 Taxis**

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

### **3.5 CRRA Owned Automobiles**

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

### **~~3.6 Rental Automobile~~**

~~Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax exempt status and any other discounts available to CRRA.~~

## **4. MEALS**

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be

granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

## **5. LODGING**

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

## **6. INCIDENTALS**

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

## **7. PERSONAL EXPENSES**

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

## **8. OTHER BUSINESS EXPENSES**

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

## **10. RECEIPTS**

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, busfare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

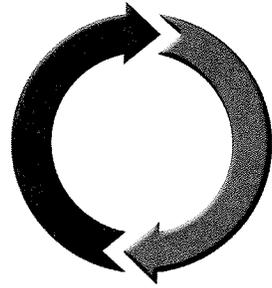
Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

**DISTANCES<sup>1</sup> (MILES) FOR CRRA FACILITIES (ONE WAY)**

The mileages presented in this table were determined through the use of commercially available trip-planning software. Such software has certain built-in biases that may result in undesirable and/or unreasonable routes and mileages. If you wish to contest any of the mileages presented in this table, please contact Rob Constable or Ron Gingerich.

Bridgeport Resource Recovery Facility	18	78	54	6	28	59	57	55	11	14	73	55	11	4	50	12	33	33	55	31	37	9
Darien Transfer Station	18	95	71	15	11	76	74	72	28	5	90	73	31	21	67	26	50	50	73	47	54	11
Ellington Landfill & Transfer Station	78	95	57	83	108	19	21	23	69	91	46	24	69	76	50	78	49	49	23	56	59	87
Essex Transfer Station	54	71	58	58	81	37	36	34	46	66	29	34	48	51	61	57	35	35	34	45	48	62
Fairfield Transfer Station	6	15	83	58	25	64	62	60	16	11	78	61	16	9	55	18	38	38	60	35	41	7
Greenwich Transfer Station	28	11	108	81	25	89	87	85	38	15	100	86	42	31	77	39	64	64	86	57	64	21
Hartford Landfill	59	76	37	64	89	4	4	6	50	72	47	7	50	57	30	60	30	30	6	35	38	68
Headquarters, Constitution Plaza	57	74	21	62	87	4	4	4	48	70	45	4	48	54	29	58	28	28	4	33	37	66
Mid-Connecticut Regional Recycling Center	55	72	23	60	85	6	4	47	47	68	45	2	47	53	32	56	26	26	1	36	39	65
Milford Transfer Station	11	28	69	16	38	50	48	47	24	66	47	8	8	8	47	17	25	25	47	27	33	19
Nonwalk Transfer Station	14	5	91	66	11	72	70	68	24	86	86	68	24	17	63	25	46	46	68	43	50	7
Peston Resource Recovery Facility	73	90	46	29	78	100	45	45	66	86	47	47	69	71	73	77	60	60	46	73	76	82
Power Block Facility (PBF)	55	73	24	34	61	86	7	2	47	68	47	50	50	57	32	59	30	30	1	35	38	68
Shelton Landfill and Transfer Station	11	31	69	16	42	50	48	47	8	24	69	50	8	8	42	12	25	25	47	21	29	20
Stratford Recycling Facility	4	21	76	9	31	57	54	53	8	17	71	57	8	50	14	14	31	31	53	30	37	12
Torrington Transfer Station	50	67	50	61	77	30	29	32	47	63	73	32	42	50	45	45	44	44	33	21	14	59
Trumbull Transfer Station	12	26	78	18	39	60	58	56	17	25	77	59	12	14	45	34	34	34	56	29	32	20
Wallingford Landfill	33	50	49	35	64	30	28	26	25	46	60	30	25	31	44	34	1	1	26	20	30	42
Wallingford Resource Recovery Facility	33	50	49	35	64	30	28	26	25	46	60	30	25	31	44	34	1	1	26	20	30	42
Waste Processing Facility (WPF)	55	73	23	34	60	86	6	4	47	68	46	1	47	53	33	56	26	26	37	40	65	39
Waterbury Landfill	31	47	56	45	57	35	33	36	27	43	73	35	21	30	21	29	20	20	37	8	8	46
Watertown Transfer Station	37	54	59	48	64	38	37	39	33	50	76	38	29	37	14	32	30	30	40	8	46	46
Westport Transfer Station	9	11	87	62	7	21	66	65	19	7	82	68	20	12	59	20	42	42	65	39	46	46

<sup>1</sup> All mileages calculated by DeLorme "Street Atlas 2003 USA".



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

# **TRAVEL POLICY AND EXPENSE REPORTING**

**APPROVED BY CRRA BOARD OF DIRECTORS  
MAY 20, 2004**

# TABLE OF CONTENTS

1.	GENERAL STATEMENT .....	1
2.	APPROVALS .....	1
3.	TRANSPORTATION.....	1
3.1	Rental Automobile.....	1
3.2	Business Use Of Employee's Car .....	2
3.3	Air Travel.....	3
3.4	Taxis.....	3
3.5	CRRA Owned Automobiles .....	3
4.	MEALS.....	3
5.	LODGING .....	3
6.	INCIDENTALS .....	4
7.	PERSONAL EXPENSES .....	4
8.	OTHER BUSINESS EXPENSES .....	4
9.	EXPENSE REPORTING.....	4
10.	RECEIPTS.....	4
11.	EXCEPTIONS.....	5

# CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

## 1. GENERAL STATEMENT

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### **3.1.1 Insurance**

#### **3.1.1.1 Business Use Of A Rental Automobile**

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

#### **3.1.1.2 Personal Use Of A Rental Automobile**

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### **3.2 Business Use Of Employee's Car**

#### **3.2.1 Reimbursement Rate**

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes in account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business. This includes any deductible that may apply. Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

#### **3.2.2 Mileage Calculation**

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In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

### **3.2.3 Tolls/Parking**

No receipts are necessary for tolls or parking unless they exceed Five (\$5.00) Dollars.

### **3.3 Air Travel**

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

### **3.4 Taxis**

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

### **3.5 CRRA Owned Automobiles**

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

## **4. MEALS**

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

## **5. LODGING**

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

## **6. INCIDENTALS**

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

## **7. PERSONAL EXPENSES**

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

## **8. OTHER BUSINESS EXPENSES**

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

## **10. RECEIPTS**

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, busfare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

**DISTANCES<sup>1</sup> (MILES) FOR CRRA FACILITIES (ONE WAY)**

The mileages presented in this table were determined through the use of commercially available trip-planning software. Such software has certain built-in biases that may result in undesirable and/or unreasonable routes and mileages. If you wish to contest any of the mileages presented in this table, please contact Rob Constable or Ron Gingerich.

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Ellington Landfill & Transfer Station	78	95	57	83	108	19	21	23	69	76	50	78	49	49	23	56	59	87
Essex Transfer Station	54	71	57	58	81	37	36	34	46	51	61	57	35	35	34	45	48	62
Fairfield Transfer Station	6	15	83	58	25	64	62	60	16	9	55	18	38	38	60	35	41	7
Greenwich Transfer Station	28	11	108	25	89	87	87	85	38	42	77	39	64	64	86	57	64	21
Hartford Landfill	59	76	19	64	89	4	4	6	50	57	30	60	30	30	6	35	38	68
Headquarters, Constitution Plaza	57	74	21	62	87	4	4	4	48	54	29	58	28	28	4	33	37	66
Mid-Connecticut Regional Recycling Center	55	72	23	60	85	6	4	4	47	53	32	56	26	26	1	36	39	65
Milford Transfer Station	11	28	69	16	38	50	48	47	8	8	47	17	25	25	47	27	33	19
Norwalk Transfer Station	14	5	91	11	15	72	70	68	24	17	63	25	46	46	68	43	50	7
Peston Resource Recovery Facility	73	90	46	78	100	47	45	45	66	71	73	77	60	60	46	73	76	82
Power Block Facility (PBF)	55	73	24	61	86	7	4	2	47	50	32	59	30	30	1	35	38	68
Shelton Landfill and Transfer Station	11	31	69	16	42	50	48	47	8	8	42	12	25	25	47	21	29	20
Stratford Recycling Facility	4	21	76	9	31	57	54	53	8	8	50	14	31	31	53	30	37	12
Torrington Transfer Station	50	67	50	55	77	30	29	32	47	50	45	45	44	44	33	21	14	59
Trumbull Transfer Station	12	26	78	18	39	60	58	56	17	14	45	45	34	34	56	29	32	20
Wallingford Landfill	33	50	49	35	64	30	28	26	25	31	44	34	1	1	26	20	30	42
Wallingford Resource Recovery Facility	33	50	49	35	64	30	28	26	25	31	44	34	1	1	26	20	30	42
Waste Processing Facility (WPF)	55	73	23	60	86	6	4	1	47	53	33	56	26	26	37	40	65	65
Waterbury Landfill	31	47	56	35	57	35	33	36	27	21	30	29	20	20	37	8	8	39
Watertown Transfer Station	37	54	59	41	64	38	37	39	33	37	14	32	30	30	40	8	46	46
Westport Transfer Station	9	11	87	7	21	68	66	65	19	12	59	20	42	42	65	39	46	46

<sup>1</sup> All mileages calculated by DeLorme "Street Atlas 2003 USA".