



# **Amended And Restated**

# **ETHICS POLICY**

**BOARD OF DIRECTORS POLICY NUMBER 031**

**APPROVED BY CRRA BOARD OF DIRECTORS**  
**FEBRUARY 16, 2006**

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# **CONNECTICUT RESOURCES RECOVERY AUTHORITY**

## **ETHICS POLICY**

### **PREAMBLE**

The Connecticut Resources Recovery Authority (“CRRA”) hereby adopts this Ethics Policy (“Policy”) replacing the September 25, 2003 revision. CRRA supports the spirit and letter of law of the Connecticut Code of Ethics for Public Officials as embodied in *Connecticut General Statutes* §§1-79 et seq. (“Code”). Any violation of the Policy and/or the Code may result in disciplinary action and termination as set forth in CRRA’s Personnel Policy.

#### **1. DEFINITIONS**

This Policy adopts the definitions in *Connecticut General Statutes* §1-79. The following terms, when used in this Policy, shall have the following meanings unless the context otherwise requires:

**(a) “Board”**

“Board” means the entire membership of CRRA’s Board of Directors as constituted pursuant to in *Connecticut General Statutes* § 22a-261, as revised, including Ad Hoc Members;

**(b) “Chairman”**

“Chairman” means the chairman of the CRRA appointed by the Governor pursuant to subsection (c) of § 22a-261 of the *Connecticut General Statutes*;

**(c) “Employee”**

“Employee” means any employee, whether full or part-time of CRRA;

**(d) “Gift”**

“Gift” means that as set forth in *Connecticut General Statutes* § 1-79(e) as well as a payment, subscription, advance, forbearance, rendering of services, deposit of money, or anything of value unless consideration of equal or greater value is given in return. “Gift” shall not include those exceptions set forth in *Connecticut General Statutes* § 1-79(e)(1)-(16);

**(e) “Immediate Family”**

“Immediate Family” means any spouse, dependent or independent child, child’s spouse, parent, sibling, grandchildren, or step-children;

**(f) “Member”**

“Member” means any designated or ad hoc Member of CRRA’s Board of Directors serving pursuant to *Connecticut General Statutes* § 22a-261;

**(g) “Municipal Official”**

“Municipal Official” means the first selectman, mayor, city or town manager or chief financial officer of a municipality that has entered into a solid waste disposal services contract with CRRA and pledged the municipality’s full faith and credit for the payment of obligations under such contract;

**(h) “Municipal Official Member”**

“Municipal Official Member” means a Municipal Official serving as a Member of the Board of CRRA;

**(i) “Organizational Synergy and Human Resources Committee”**

“Organizational Synergy and Human Resources Committee” means the committee appointed by the Board to review all matters pertaining to compensation, benefits, duties and conduct of CRRA Employees;

**(j) “President”**

“President” means the chief executive officer of CRRA appointed pursuant to subsection (d) of Section 22a-261 of the *Connecticut General Statutes*; and

**(k) “Substantial Conflict”**

A Member or Employee has an interest which is in “Substantial Conflict” with the proper discharge of his duties or employment if the said Member or Employee has reason to believe or expect that he or his Immediate Family, friend, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity or employment with CRRA. He does not have an interest, which is in Substantial Conflict with the proper discharge of his duties, if any benefit or detriment accrues to him or his Immediate Family as a member of a business, profession, occupation or group to no greater extent than any other member of such business, profession, occupation or group. A Municipal Official Member does not have a Substantial Conflict by reason of his status as a Municipal Official, unless the matter under consideration by the Board would confer a greater advantage or disadvantage upon the municipality served by the said Municipal Official Member than upon other municipalities.

CRRA will conduct an Ethics training session once a year in concert with the Office of State Ethics. All new employees are required, and all new Members are recommended, to attend the Ethics training session next following their date of hire or appointment.

In the construction of this Policy words of the masculine gender shall mean and include correlative words of the feminine gender and words importing the singular number shall mean and include the plural number or vice versa where appropriate.

The Policy terms or provisions, are to be read in tandem with the Code, to the extent there is any conflict, *Connecticut General Statute §1-79 et seq.*, shall take precedence, except where this Policy is more restrictive.

## **2. PROHIBITED ACTIVITIES FOR PRESENT MEMBERS AND EMPLOYEES OF CRRA**

### **(a) No Financial Interest**

No Member or Employee shall, while serving as such, have any financial interest in, or engage in, any business, employment, transaction or professional activity, which is in Substantial Conflict with the proper discharge of his duties, responsibilities or employment with CRRA, or the public interest as prescribed in the laws of the State of Connecticut.

### **(b) No Employment**

No Member or Employee shall accept other employment which will either impair his independence of judgment as to his responsibilities, official duties, or employment, or require him, or induce him, to disclose confidential information acquired by him in the course of and by reason of his responsibilities, official duties or employment with CRRA. Nothing herein shall be interpreted to prohibit or restrict the service as a Municipal Official of any Municipal Official Member.

No Employee who proposes to undertake other employment while continuing in CRRA employment shall do so without the approval of the Organizational Synergy and Human Resources Committee. The Employee shall discuss such proposed employment with CRRA's in-house counsel, and shall request consideration by the Organizational Synergy and Human Resources Committee. Counsel shall review the matter and make a recommendation to the Organizational Synergy and Human Resources Committee, which Committee shall timely grant or deny its approval based on its assessment of the criteria set forth above as applied to the particulars of the proposed employment. If desired by the Organizational Synergy and Human Resources Committee, CRRA shall request an advisory opinion regarding the propriety of the proposed employment from the Office of State Ethics.

### **(c) No Disclosure**

No Member or Employee shall disclose, for financial gain or any other reason, to any other person, confidential information acquired by him in the course of and by reason of his responsibilities, official duties, or employment with CRRA. No

Member or Employee shall use his position or any confidential information received through his holding such position to obtain financial gain for himself, his Immediate Family or business with which he is associated.

**(d) No Partnerships etc.**

No Member or Employee shall agree to accept, or be a member or employee of a partnership, association, professional corporation or sole proprietorship which partnership, association, professional corporation or sole proprietorship agrees to accept any employment, fee or other things of value, or portion thereof, for appearing or agreeing to appear before CRRA.

**(e) No Gifts or Promises**

No person shall offer or give to a Member or Employee, or such Member's or Employees', Immediate Family, or a business with which the Member or Employee is associated, anything of value, including but not limited to, a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the Member or Employee would be or had been influenced thereby.

**(f) No Solicitation or Acceptance of Anything of Value**

No Member or Employee, shall solicit or accept anything of value, including but not limited to, a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the Member or Employee relating to the business of the CRRA would be or had been influenced thereby.

**(g) No \$100 + Contracts**

No Member or Employee, or individual in his Immediate Family, friend or a business with which he is associated, shall enter into any contract with CRRA, valued at one hundred dollars (\$100.00) or more, other than a contract of employment as an Employee or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall the President (other than through a contract of employment as an Employee), or his Immediate Family, friend or business with which he is associated enter into any contract with Connecticut Resources Recovery Authority. Nothing in this subsection shall be construed as applying to any Member of CRRA's Board who receives no compensation other than per diem payments or reimbursements for actual and/or necessary expenses, or both, unless such Member has authority or control over the subject matter of the contract. Any contract made in violation of this section shall be voidable by a court of competent jurisdiction if suit is commenced within 180 days of the making of the contract.

**(h) No Knowing Acceptance of Anything of Value from Registrants**

No Member or Employee, or individual in his Immediate Family, shall knowingly accept anything of value, including but not limited to, a gift, loan, political contribution, reward or promise of future employment from a person known to be a registrant (registered lobbyist pursuant to § 1-94 of *Connecticut General Statutes*) or anyone known to be acting on behalf of a registrant.

**(i) No Knowing Acceptance, Directly or Indirectly, Anything of Value**

No Member or Employee shall knowingly accept, directly or indirectly, anything of value, including but not limited to, a gift, loan, political contribution, reward or promise of future employment, from any person they know or have reason to know:

- (1) Is doing business with or seeking to do business with Connecticut Resources Recovery Authority or
- (2) Is engaged in activities which are involved or are regulated by Connecticut Resources Recovery Authority, or
- (3) Is prequalified by the Commissioner of Administrative Services to bid on a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for work by the state or a municipality; pursuant to Section 4a-100 of the *Connecticut General Statutes*.

**(j) No Fees**

No Member or Employee shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event, in their official CRRA capacity, provided they might receive payment or reimbursement for necessary expenses for such activity in their official capacity.

If they receive such a payment or reimbursement for lodging or out-of-state travel or both, they shall, within thirty (30) days, file a report of the payment or reimbursement with the Office of State Ethics, unless the federal government or another state government provides the payment or reimbursement.

When a Member or Employee attends an event in this state in the Member's or Employee's official CRRA capacity and is a principal speaker at such event and receives admission to or food or beverage at such event from the sponsor of the event, such admission or food or beverage shall not be considered a gift and no report shall be required from such Member or Employee or from the sponsor of the event.

**(k) No Knowing Interference, Influence, Solicitation, or Lobbying**

No Member or Employee, or any person acting on their behalf, shall willfully and knowingly interfere with, influence, direct or solicit existing or new lobbying contracts, agreements or business relationships for or on behalf of any person.

**(l) No gifts over \$100**

No Member or Employee or member of the Immediate Family of a Member or Employee shall knowingly accept, directly or indirectly, any gift costing one hundred dollars or more from a Member or Employee who is under the supervision of such Member or Employee. No Member or Employee shall knowingly accept, directly or indirectly, any gift costing \$100 or more from a Member or Employee who is a supervisor of such Member or Employee. No Member or Employee shall knowingly give, directly or indirectly, any gift in violation of this subsection (l).

**(m) No Authorization**

No Member or Employee shall counsel, authorize, or otherwise sanction action that violates any provision of this Policy.

**3. OWNERSHIP OF BONDS ISSUED BY THE AUTHORITY**

**(a) No Purchase of CRRA bonds**

No bonds issued by CRRA shall be directly purchased by a Member or Employee of CRRA nor by individuals in their Immediate Family nor by any corporation, partnership or trust for their benefit or that of their spouses or dependent children. The Members or Employees shall list, in the financial statement filed pursuant to *Connecticut General Statutes § 1-83*, any bonds issued by CRRA which were acquired prior to their Membership or Employment with CRRA and held in their own name or that of their Immediate Family or any corporation, partnership or trust for their benefit or that of their spouses or dependent children.

**(b) Disclosure of Prior Purchase**

Members and Employees of the CRRA shall disclose to the Chairman pursuant to this Policy and the Code any bonds issued by CRRA which were acquired prior to their appointment to or employment with the CRRA and held in their own name or that of their spouses, dependent children or any corporation, partnership or trust for their benefit or that of their spouses or dependent children.

**(c) Refrain from Taking Actions**

Any Member or Employee who, in the discharge of his duties or by virtue of his position or through knowledge obtained as a Member or Employee of CRRA, would be required to, or would be able to, take any action which would affect bonds of CRRA held by him, his Immediate Family or any corporation, partnership or trust for his benefit or that of his spouse or dependent children, shall refrain from taking such action and shall not participate in deliberations or influence or attempt to influence any decision of the Board, its Members or Employees, which would affect such bonds.

#### **4. CERTAIN ACTIVITIES RESTRICTED AFTER LEAVING CRRA**

##### **(a) Disclosure or Use of Confidential Information by Former Employee**

No former Member or Employee shall disclose or use confidential information acquired in the course of and by reason of his official duties, for financial gain for himself or another person.

##### **(b) No Representation, Other Than CRRA**

No former Member, or Employee shall represent anyone other than CRRA concerning any particular matter:

- (1) In which he participated personally and substantially while at CRRA; and
- (2) In which the State has a substantial interest.

##### **(c) No Representation for One Year**

No former Member or Employee of CRRA shall, for one year after leaving the Board or employment with the CRRA, represent anyone, other than CRRA, for compensation, before the CRRA, concerning any matter in which the CRRA has a substantial interest.

##### **(d) No Employment for One Year**

No former Member:

- (1) Who voted on or otherwise participated substantially in the negotiation or award of a CRRA contract valued at an amount of fifty thousand dollars (\$50,000.00) or more, or
- (2) Who supervised the negotiation or award of such a contract or agreement,

shall seek, accept, or hold employment with a party to the contract or negotiation for a period of one year after the signing of the contract.

No former Member or Employee:

- (1) Who voted on or otherwise participated substantially in the negotiation or award of a CRRA contract valued at an amount of fifty thousand dollars (\$50,000.00) or more, or
- (2) Who supervised the negotiation or award of such a contract or agreement,

shall accept employment with a party to the contract (other than CRRA) for a period of one year after his resignation from CRRA if his resignation occurs less than one year after the contract or agreement is signed.

## **5. INTEREST IN CONFLICT WITH DISCHARGE OF DUTIES**

A Member or Employee who has a Substantial Conflict with regard to any matter that comes before CRRA may not take action on the matter; provided, however, that nothing herein shall prohibit a Member who has such a Substantial Conflict from stating his position or answering questions regarding such matter upon the request of another Board Member.

## **6. PROCEDURE WHEN DISCHARGE OF DUTY AFFECTS FINANCIAL INTERESTS**

Any Member or Employee who has a potential Substantial Conflict with regard to a matter that comes before the CRRA, shall:

- (a) If he is a Member, disclose to the Board the nature of the Substantial Conflict, and either
  - (i) Excuse himself from voting or deliberating or taking action, or
  - (ii) Prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential Substantial Conflict and explaining why despite the potential Substantial Conflict, he is able to vote and otherwise participate fairly, objectively and in the public interest, in which case, he must deliver a copy of the statement to the Board and to the Office of State Ethics, obtain an advisory opinion from the Office of State Ethics and enter copies of both the statement and the opinion in the minutes of the Board, and take such other steps as the Office of State Ethics shall prescribe or advise.
- (b) If he is an Employee, prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and deliver a copy of the statement to his immediate superior, if any, who shall assign the matter to another employee, or if he has no immediate superior, take such steps as the Office of State Ethics shall prescribe or advise.

## **7. CONSULTANTS AND INDEPENDENT CONTRACTORS - PROHIBITED ACTIVITIES**

### **(a) Prohibited Activities**

No person hired by CRRA as a consultant or independent contractor shall:

- (1) Use the authority provided to him under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employees or a member of his immediate family;
- (2) Accept another State contract which would impair his independent judgment in the performance of the existing contract.

**(b) Nothing of Value to Influence Action**

No person shall give anything of value to a person hired by the CRRA as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the CRRA would be influenced.

**8. CRRA MANAGEMENT**

If CRRA management, in its best business judgment, reasonably thinks that an Employee of CRRA may violate or may have violated the Code of Ethics, this Policy, or any law or regulation concerning ethics in state contracting, it shall consult with the Office of State Ethics on how to handle the situation and, where appropriate, ask the Office of State Ethics to conduct a formal investigation.

If CRRA management, in its best business judgment, reasonably thinks that a Member of CRRA may violate or may have violated the Code of Ethics, this Policy, or any law or regulation concerning ethics in state contracting, it shall so inform the Chairman or Vice Chairman of the Board. The Chairman or Vice Chairman shall promptly discuss the matter with the said Member, and, at the option of the Chairman or Vice Chairman, with the Organizational Synergy & Human Resources Committee. If the matter remains unresolved following such discussion(s), the Chairman or Vice Chairman shall refer the matter to the Office of State Ethics. If the Chairman or Vice Chairman, as the case may be, elects not to report the matter, or fails for any reason to do so, and CRRA management continues to believe that a violation of the Code of Ethics, of this Policy, or of any law or regulation concerning ethics in state contracting, has occurred, the President shall report such belief to the Office of State Ethics.

**9. AUTHORITY OF THE PRESIDENT AND BOARD AFTER FINDING**

**(a) Authority of the President after Finding by Ethics Commission**

The President, in consultation with the Organizational Synergy & Human Resources Committee (“Committee”) shall have authority to do any or all of the actions listed below after a finding, formal or informal, by the Office of State Ethics of a violation of the Code, or a settlement of an investigation by the Office of State Ethics Commission of an Employee:

- (1) Order the individual to cease and desist the violation;

- (2) Issue a reprimand and place a copy in the personnel records of the individual;
- (3) Temporarily or permanently demote the person;
- (4) Suspend the employment of the individual, with or without pay; or
- (5) Terminate his employment or relationship with CRRA.

Prior to sanctioning an individual for violation of the Code or this Policy, the President shall confer with the Committee.

**(b) Authority of the President after Settlement with the Office of State Ethics**

If an Employee, under investigation by the Office of State Ethics, settles with the Office of State Ethics, the President, after consultation with the Organizational Synergy & Human Resources Committee, may take whatever action to protect CRRA from further abuse, including, but not limited to, prohibiting said individual from dealing with or being involved with the activities which were the subject of the investigation.

## **10. STATEMENTS OF FINANCIAL INTERESTS**

All Members, and such Employees as the Governor shall require, shall file, under penalty of false statement, a statement of financial interests for the preceding calendar year with the Office of State Ethics on or before the May first next in any year in which they hold such a position, as prescribed and providing the information required by Section 1-83 of the Connecticut General Statutes. Any such individual who leaves his office or position shall file a statement of financial interests covering the portion of the year during which such individual held his or her office or position.

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### **REVISION 1**

Approved By: Board of Directors  
Effective Date: November 1, 2003

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### **REVISION 2**

Approved By: Board of Directors  
Effective Date: February 16, 2006