



**SOUTHWEST RECYCLING TRANSFER
STATION**

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective August 25, 2011

CONNECTICUT RESOURCES RECOVERY AUTHORITY

SOUTHWEST RECYLING TRANSFER STATION

PERMITTING, DISPOSAL AND BILLING PROCEDURES

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1. GENERAL

1.1 Definitions

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

- (a) “**Acceptable Recyclables**” shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables and Single Stream Recyclables and any other Solid Waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.
- (b) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facility and the services in connection therewith.
- (c) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
- (d) “**Commingled Container Recyclables**” shall mean:
 - (1) Glass food and beverage containers, including, but not limited to, clear, brown, and green bottles up to 3 gallons or 10 liters in size that have been washed clean and whose caps, lids, and corks have been removed. Labels that remain attached and neck rings are acceptable. Examples include: soda, liquor, wine, juice bottles; jam jars; and mason jars.
 - (2) Metal food and beverage containers of up to 3 gallons or 10 liters of total volume in size, including No. 10 size cans, that have been washed clean. Clean metal lids are acceptable as are empty aerosol cans that previously contained non-hazardous substances. Examples include: soup, vegetable, juice, and other food cans; cookie tins; dog and cat food cans; kitchen spray cans; and bulk size vegetable containers.
 - (3) Aluminum used beverage cans that have not been flattened and that have been washed clean. Cans with self-opening tabs attached are acceptable. Examples include soda and beer cans.
 - (4) Aluminum foil that has been washed clean, folded flat and that is free of other materials. Examples include: aluminum foil wrap and take-out aluminum foil food containers.
 - (5) PET (polyethylene terephthalate) plastic containers (code 41) of up to 3 liters in size and that have been washed clean. Attached labels are

acceptable. Examples include: soda, juice, cooking oil, mineral water and dish detergent bottles.

- (6) HDPE (high-density polyethylene) plastic containers marked as #1 through #7 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously containing hazardous materials are acceptable. Attached labels are acceptable. Examples include: milk jugs; and spring water, laundry detergent, bleach, and dish detergent bottles.
 - (7) All Plastic Bottles - #1 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Examples include: ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids.
 - (8) Aseptic packaging, including, but not limited to, gable top plastic coated paper containers up to 3 liters or 1 gallon in size. Such containers must be empty with straws and caps removed. Examples include: milk containers; juice containers; and small, single-serve juice and milk boxes.
- (e) “**Designee**” shall mean
- (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul recyclables generated within the boundaries of said Participating Municipality; or
 - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain the Facility.
- (f) “**Facility**” shall mean CRRA’s Intermediate Processing Center facility located at 1410 Honeyspot Road Extension in Stratford, Connecticut.
- (g) “**Hazardous Waste**” shall shall mean waste, which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et. seq., as amended, Connecticut General Statutes §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.
- (h) “**Operator**” or “**Operators**” shall mean the organization or personnel in such organization under contract with CRRA for the operation of the Facility.
- (i) “**Paper Fiber Recyclables**” shall mean”
- (1) Newspapers (including newspaper inserts) and magazines (including catalogs) that are no more than two months old and that are clean and dry. Such newspaper and magazines may be commingled, bundled in brown (kraft) paper grocery bags.

- (2) Corrugated cardboard, only if such cardboard is corrugated (alternating ridges and grooves) with kraft (brown) paper in the middle. Such cardboard must be clean and dry and cannot be coated. Such cardboard must be flattened and, when flattened, must be no larger than 3 feet in width or height (oversized boxes must be cut -down to 3 feet by 3 feet. Bundles may only be tied with string.
 - (3) Junk mail, including all loose or bagged bulk mail consisting of paper or cardboard. Envelopes with windows are acceptable. Examples include: catalogs; flyers; envelopes containing office paper; brochures; and empty, small boxes.
 - (4) Office paper or high-grade paper, including all loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers and computer paper (continuous-form perforated white bond or green-bar paper).
 - (5) Boxboard, including all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Dry food and cereal boxes must have the inside bag removed. Examples include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- (j) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which is party to the Inter-Community Agreement Establishing the Southwest Connecticut Regional Recycling Operating Committee for the delivery of Acceptable Recyclables at the Facility.
 - (k) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facility by CRRA.
 - (l) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facility.
 - (m) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
 - (n) **“Single Stream Recyclables”** shall mean the commingling of any Acceptable Recyclables.
 - (o) **“Solid Waste”** shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-207(3) of the *Connecticut General Statutes*, excluding semi-solid, liquid materials collected and treated in a “water pollution abatement facility.”

- (p) “**SWEROC**” shall mean the Southwest Connecticut Regional Recycling Operating Committee.
- (q) “**Unacceptable Recyclables**” shall include
 - (1) Any of the following: anti-freeze containers; Asian corrugated; auto glass; books; ceramic cups and plates; clay post; clothes hangers; crystal; drinking glasses; food-contaminated pizza boxes; gravel; heat-resistant ovenware; hypodermic needles; leaded glass; light bulbs; mirror glass; motor oil containers; notebooks; paint cans; plates; porcelain; pots and pans; pyrex; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;
 - (2) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Recyclables as set forth in these procedures; and
 - (3) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.
- (r) “**Waste Hauler**” shall mean a person or firm, including a “collector” as defined in Section 22a-220a(g) of the *Connecticut General Statutes*, whose main source of income is derived from the collection, transportation, and/or disposal of waste.

1.2 Preamble

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

1.3 General Principles of Interpretation

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

2. PERMITTING

2.1 Permit Application

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

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

- (6) All certifications of insurance that the applicant is required to provide pursuant to Section 3 hereof;
- (7) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

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

2.3 Issuance and Renewal of Permit

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

2.4 Tare Weights

- (a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new Permit Number or Trailer/Roll-Off Box decal at the Facility. Such tare weights shall be obtained at the direction of the scale house attendant and under the procedures set forth by CRRA.
- (b) After the initial tare weights have been obtained, CRRA and/or the Operator may require the verification of tare weights on a random basis to verify the weight records. Haulers shall cooperate with CRRA and/or the Operator to provide such data as required.

- (c) Haulers may request spot tare weight checks for their trucks only if the spot checks do not negatively impact the operations of the Facility as determined by CRRA at its sole and absolute discretion.
- (d) At the direction of CRRA or CRRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be accounted for as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.4 and hauler(s) is accounted for in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.4.

2.5 Miscellaneous

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

2.6 Municipal Permits

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

Recyclables to such Participating Municipality shall be required to register with such Participating Municipality. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees collecting Acceptable Recyclables from and/or delivering Acceptable Recyclables to such Participating Municipality in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) per occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.
- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall contain, or be endorsed to contain, the following provisions:
 - (1) Name CRRA and SWEROC as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;

- (3) It shall be an affirmative obligation upon Permittee to advise CRRA's Risk Manager by fax (860-757-7741), by e-mail (lmartin@crra.org), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Risk Manager) within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a violation of its Permit;
 - (4) Hold CRRA and SWEROC free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.
 - (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
 - (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facility and/or suspend or revoke its permit for same.
 - (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
 - (h) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:
 - (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
 - (i) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

3.2 Indemnification

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

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Recyclables

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

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

commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.

- (f) Loads of Acceptable Recyclables may not be delivered in bags of any type. All Commingled Container Recyclables and Single Stream Recyclables must be delivered in loose form to the Facility.
- (g) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or hauler wishing to deliver presorted containers must first obtain written approval from CRRA.

4.2 Access to the Facility

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

4.3 Temporary Emergency Access to the Facility

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

4.4 Hours for Delivery

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

4.5 Disposal Procedures

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facility, unless otherwise approved (on a case-by-case basis) by CRRA. Only vehicles with back-up lights, audible warning signals, and proper functioning equipment in compliance with all applicable federal, state and local laws or regulations shall be allowed access to the Facility.

- (b) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facility.
- (c) CRRA and/or the Operator will direct all vehicle traffic at the Facility.
- (d) All scales will be operated on a “first-come, first served” basis
- (e) No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facility is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the Participating Municipality from which the load originated.
- (h) The scale house attendant responsible for the inbound scale will present a signed weight ticket to the driver. The driver is responsible for seeing to it that the information on the ticket is correct before signing.
- (i) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation’s way.
- (k) No drainage of roll-off boxes is allowed on the premises of the Facility.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (n) Drivers must latch and unlatch packers in the disposal area.
- (o) At all times while on the property of the Facility, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the Facility.
- (p) At all times while on the property of the Facility, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the Facility.

- (q) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operator.
- (r) The only trailers that may be used to deliver Acceptable Recyclables to the Facility are those coming from a Participating Municipality's transfer station unless otherwise approved by CRRA.
- (s) A vehicle or roll-off box/trailer tare weight shall be established by stopping at the outbound scale prior to departure from the Facility if required by the scale house attendant. Vehicles shall be tared as required by the scale house attendant. Any Permittee whose driver does not tare his vehicle or roll-off box/trailer or sign the weight ticket pursuant to the scale house attendant's instructions shall be charged the disposal fee for the gross weight of the load delivered.
- (t) Upon the direction of the scale house attendant or loader operator, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (u) Hand sorting, picking over or scavenging dumped recyclables is not permitted at any time.
- (v) All vehicles and personnel shall proceed at their own risk on the premises of all Facility.
- (w) No loitering is permitted at the Facility.
- (x) Smoking of tobacco products is prohibited at the Facility except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facility is strictly prohibited.
- (y) At all times while on Facility's premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (z) CRRA reserves the right to inspect incoming deliveries at its sole discretion.
- (aa) Other procedures for the Facility may be promulgated over time by CRRA and, when issued, must be strictly obeyed.
- (bb) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (cc) Foul language and inappropriate behavior, including, but not limited to, spitting, swearing, lewd behavior, indecent exposure, urinating in public and littering, are not permitted on site at the Facility.

4.6 Weight Tickets

- (a) The driver of each truck delivering recyclables shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of Acceptable Recyclables and time. Each driver will be responsible for identifying the municipality for which he/she is hauling.
- (b) If a driver fails to sign for or receive a weight ticket, the appropriate municipality of origin shall have such delivery accounted for in the tonnage reports provided to Participating Municipalities. If a driver fails to sign for or receive a weight ticket, the appropriate hauling company shall be billed for such delivery as if a weight ticket had been signed and received provided the delivery is from a non-participating municipality and a pre-approved tip fee had been agreed to by CRRA.
- (c) Drivers are responsible for checking weight tickets for accuracy. All discrepancies should be brought to the attention of CRRA and/or the scale house attendant as soon as possible. CRRA assumes no responsibility for unreported errors.
- (d) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Recyclables to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Recyclables.

4.7 Facility Load Rejection Policy

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

Loads that are rejected prior to unloading will not be subject to a handling charge unless CRRA or the Operators determine that such charge is appropriate under the circumstances. Loads that are rejected prior to unloading will be considered as voided transactions and the tonnage will not accrue to the municipality of origin. CRRA reserves the right to charge additional fees, disposal fees, and or penalties above two hundred dollars (\$200.00) when circumstances warrant such.

- (a) Loads will be considered not to meet the Facility Delivery Standards if any of the following apply:
 - (1) They originate from more than one municipality except for loads from the Trumbull transfer station.
 - (2) They include recyclables that are not collected as part of a municipality's program provided, however, that such loads will be considered to meet the

Facility Delivery Standards if they have been pre-approved by CRRA or the Operator.

- (3) They originate from a municipality or municipalities that do not participate in SWEROC, unless authorized by CRRA.
 - (4) They are found to be contaminated and/or unprocessable.
 - (5) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the Facility without written approval of CRRA.
- (b) Loads will be considered contaminated if any of the following apply:
- (1) A load of commingled containers contains more than 5% unacceptable containers or materials other than acceptable Commingled Container Recyclables.
 - (2) A load of paper fiber contains more than 5% unacceptable paper fibers or material other than Acceptable Paper Fiber Recyclables.
 - (3) A load of single stream recyclables contains more than 5% unacceptable Paper Fiber Recyclables or Commingled Container Recyclables or materials other than acceptable Paper Fiber Recyclables or acceptable Commingled Container Recyclables.
- (c) Loads will be considered unprocessable if any of the following apply:
- (1) More than 10% of a load of Paper Fiber Recyclables are wet except as a result of inclement weather.
 - (2) Acceptance of the load would significantly disrupt the normal operations of the Facility.
 - (3) More than 25% of a load's glass containers are broken in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (4) More than 25% of aluminum cans are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (5) More than 25% of plastic containers are flattened or deformed in loads of Commingled Container Recyclables unless delivered as Single Stream Recyclables.
 - (6) The condition of the load is such that a significant part (or the entire load) of the material would be unmarketable after processing or that by processing the material delivered in the load with the other accepted, processible material,

such other accepted processible material would be rendered unprocessable and/or unmarketable by coming in contact with the material in the load.

4.8 Vehicle Standards for Deliveries to the Facility

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

5. BILLING

5.1 Payment of Invoices

Invoices shall be issued by CRRA and payable as follows: CRRA shall issue an invoice to each Permittee that is not a Participating Municipality and is being charged a tipping fee, at a minimum, on a monthly basis, and each such Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA.

CRRA shall issue an invoice to each Permittee who is responsible for the delivery of unacceptable recyclables to the Facility that results in a cost to CRRA. Each Permittee shall pay such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA.

5.2 Liability for Payment of Invoices

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

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.2 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.
- (b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

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

5.5 Return Check Policy

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

5.6 Disputes on Billing

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

6. SANCTIONS

6.1 Sanctions

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

6.2 Appeal Process

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

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

- (a) Within 10 days of the date of the monetary violation, Permittee/hauler must contact the CRRA Field Manager of Enforcement/Recycling in writing via certified mail to 211 Murphy Road, Hartford CT 06114 or facsimile at 860-278-

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

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

7. LEGAL

7.1 Consistent with State Law

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

7.2 Governing Law

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

APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Unacceptable & Misrepresentation of Origin Violation
Examples of Violations (Not limited to)	Speeding; No back-up alarm; Unsecured door	Motor Vehicle Operation; Failure to Follow Instructions; No Tarp	Any Delivery of Hazardous Waste or medical waste to Facility	Any Delivery of Unacceptable Recyclables or Misrepresentation of Origin of Delivered Acceptable Recyclables
1st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee
2nd	\$500.00	\$100.00	\$1,500.00	\$500.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$1,000.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$1,500.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$2,000.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$2,500.00

Notes:

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