



WALLINGFORD PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective July 24, 2008

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

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1. GENERAL

1.1 Definitions

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

- (a) **“Acceptable 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.

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 two (2) 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

No vehicle delivering solid waste to the Wallingford facility shall utilize that portion of South Cherry Street between John Street and Quinnipiac Street and portions of West Street, East Street and Clifton Street between John Street and Ward Street unless it has a point of origination or pick-up at a residence or business located on said portion of those Streets on the day of, and associated with, such delivery. These route restrictions shall also apply to vehicles leaving the Wallingford 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, re-bar, 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.
- (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 made on the Facility property.

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:
 - (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non Participating Municipality.
 - (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
 - (3) At the discretion and request of 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.
 - (4) 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.
 - (5) Permittee/hauler shall not deliver any Acceptable Mixed Load to any Waste Facility unless all of the Acceptable Solid Waste in the Acceptable Mixed Load is authorized to be disposed of at such Waste Facility.

- (6) Any delivery of an Acceptable Mixed Load must be billed in its entirety to the Permittee/hauler that delivers the Acceptable Mixed Load to the Waste Facility.

5. BILLING

5.1 Payment of Invoices

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