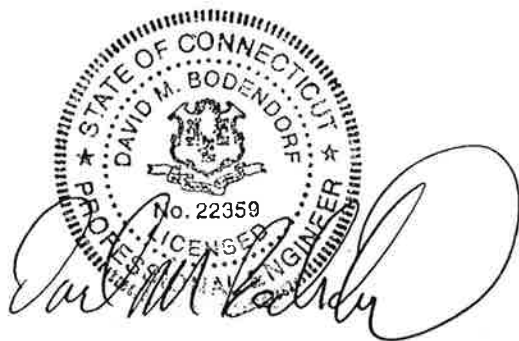




**ELLINGTON TRANSFER STATION
OPERATION AND MAINTENANCE PLAN**

Prepared by
CONNECTICUT RESOURCES RECOVERY AUTHORITY



Revised January 13, 2011

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ELLINGTON TRANSFER STATION OPERATION AND MAINTENANCE PLAN

1. INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) developed and began to operate the Ellington Transfer Station in 1990 as an integral component of the CRRA's Mid-Connecticut Project.¹ The Mid-Connecticut Project provides Connecticut with a long-term solution for solid waste disposal in accordance with the Solid Waste Management Plan developed by the Department of Environmental Protection (DEP).

The Ellington Transfer Station is constructed on an eight-acre parcel adjacent to the Ellington Landfill at 217 Sadds Mill Road in Ellington, Connecticut. The Transfer Station acts as a transfer point for processible² and non-processible municipal solid waste³ (MSW) generated in towns in the area. The Ellington Transfer Station is not permitted to and does not handle recyclables.

This Operation and Management Plan (O&M Plan) covers the MSW activities at the Ellington Transfer Station.⁴ If there are any changes to operations at the Transfer Station as described in this O&M Plan, the Plan will be revised to reflect those changes.

Terms used in this O&M Plan are as defined in CRRA's "Mid-Connecticut Project Permitting, Disposal and Billing Procedures."⁵ The Procedures are Exhibit A, which is attached to and made a part of this O&M Plan. The Procedures may be amended from time to time.

¹ DEP issued a Permit to Construct for the Ellington Transfer Station to CRRA on September 28, 1989 (048-1-TS) and a Permit to Operate on July 26, 1990 (0480122). On May 30, 2002, CRRA submitted to DEP an application for a minor permit amendment of the Permit to Construct to increase the acceptable daily tonnage limit for the Transfer Station. On June 27, 2002, CRRA converted the application to one for a permit modification. On May 18, 2006, DEP issued Permit to Operate No. 0480810/PO.

² "Processible" means that the waste can be processed into Refuse Derived Fuel (RDF) at the Mid-Connecticut Project's Waste Processing Facility (WPF) in Hartford, Connecticut. The RDF is delivered to the Project's Power Block Facility where it is incinerated and provides the energy source to produce steam that is used to generate electricity.

³ At January 1, 2011, non-processible MSW was not being accepted at the Ellington Transfer Station, but it is anticipated that non-processible MSW may be accepted in the future and, if it is, it will be managed as indicated in this O&M Plan.

⁴ The O&M Plan was originally submitted to DEP in 1988 in conjunction with the initial application to construct and operate the Ellington Transfer Station. The O&M Plan was revised in conjunction with an application for a permit modification that was submitted to DEP in 2002 and revised and clarified in January 2006. The January 2006 revision reflected the changes sought in the application for a permit modification as well as other changes at the facility that were approved by DEP through applicable permit amendments. This January 2011 revision does not alter the provisions of the 2006 revision but clarifies and expands on it while incorporating CRRA's most recent version of its Mid-Connecticut Project Permitting, Disposal and Billing Procedures.

⁵ At January 1, 2011, the most recent version of the Procedures had an effective date of May 1, 2010.

2. OPERATION

2.1 Daily Operations

The Ellington Transfer Station provides facilities for weighing, unloading, and transferring processible MSW and non-processible MSW (i.e., bulky waste, metal goods, tires, and other non-processibles)⁶.

The configuration for the MSW Transfer Area of the Ellington Transfer Station is of the “hopper” type facility. Solid waste is unloaded (i.e., dumped) from the delivery vehicle onto the tipping floor and is loaded by the Payloader into a transfer vehicle that is on a lower level.

2.1.1 Receiving

Vehicles entering the Transfer Station do so on a two lane asphalt roadway. Signs are provided at the entrance to the Transfer Station to notify waste haulers of operating rules. The signs must indicate the name of the permittee, hours of use, permitted users, and required safety precautions and requirements.

2.1.2 Weighing

The first structure an incoming vehicle encounters is the scale house. The scale house area has adequate width to accommodate vehicles whose drivers require an extended entrance transaction time. All collection vehicles are weighed upon entry to the Transfer Station prior to discharging their loads. After weighing, the vehicle driver is provided a copy of the scale ticket (used for assessing fees) for the load. Vehicles with a known tare weight are not required to be weighed as they exit the facility. Only vehicles with a valid CRRA permit are allowed to use the Transfer Station. Upon receiving a permit from CRRA, a vehicle’s tare weight is determined the first time it uses a CRRA Mid-Connecticut Project facility. The tare weight is stored in CRRA’s centralized scale database and is available to all CRRA Mid-Connecticut Project facilities. Vehicle tare weights are periodically checked.

2.1.3 Unloading

The vehicle proceeds on a roadway that consists of two, asphalt, twelve-foot wide lanes (that accommodate traffic in both directions) to the one hundred two (102) foot by sixty four (64) foot concrete maneuvering area. The access road along with the maneuvering area reduces possible traffic flow problems.

⁶ At January 1, 2011, non-processible MSW (bulky waste, metal goods, tires, and other non-processibles) was not being accepted at the Ellington Transfer Station, but it is anticipated that non-processible MSW may be accepted in the future and, if it is, it will be managed as indicated in this O&M Plan.

Only self-dumping municipal and commercial waste collection vehicles are allowed to unload MSW at the transfer station. Private vehicles are not allowed to deliver waste to the transfer station.

The vehicles are directed by a transfer station operator to back onto the one hundred one (101) by one hundred five (105) foot enclosed tipping floor of the MSW Transfer Building where the vehicle tips its load. The tipping floor has the capacity to accommodate up to three vehicles at one time. Once the vehicle has discharged its load onto the tipping floor, it is directed to leave the facility.

2.1.4 Sorting and Inspection

Scavenging is prohibited at the Transfer Station.

The Payloader Operator inspects incoming loads of MSW. Propane, butane and acetylene tanks are separated by the Payloader Operator using the Payloader from the other material. Such tanks are stored in the Propane Tank Storage Cage or other containment area.

Depending on operational circumstances, the Payloader Operator will do one of the following with the remainder of the material:

- (1) Using the Payloader, sort and separate from the load additional non-processible materials⁷ such as oversize furniture, rugs, metal and tires from the material. These materials are loaded (using the Payloader) into the Non-Processibles Roll-Off or are reloaded onto the delivery truck that delivered them. The remainder of the material (processable MSW⁸) is loaded (using the Payloader) into transfer trailers for transport off site; or
- (2) Using the Payloader, load the remainder of the material (processable and non-processible MSW) into transfer trailers for transport off site. If the material is transported to the Mid-Connecticut Resource Recovery Facility, non-processible MSW is removed at the Waste Processing Facility portion of the Resource Recovery Facility.

⁷ At January 1, 2011, non-processible MSW (bulky waste, metal goods, tires, and other non-processibles) was not being accepted at the Ellington Transfer Station, but it is anticipated that non-processible MSW may be accepted in the future and, if it is, it will be managed as indicated in this O&M Plan.

⁸ Processible MSW is material that can be processed into RDF for use at the Mid-Connecticut Resource Recovery Facility.

2.1.5 Load-Out

MSW Load-Out

An incoming vehicle that will transfer MSW from the Transfer Station bypasses the Transfer Station scale house and proceeds straight ahead to the MSW Load Out Area.

The MSW remaining after propane tanks and other non-processibles have been sorted out is loaded by the Payloader Operator through the ten (10) foot by forty three (43) foot hopper into 100 cubic yard open top transfer trailers staged in the MSW loadout area level below the hopper opening. An excavator staged on the tipping floor is used to tamp and compact the MSW within the transfer trailer.

When a transfer vehicle is filled, it leaves the MSW Load-Out Area and proceeds to the scale area where it is weighed. Processible MSW is delivered to the CRRA Waste Processing Facility (WPF) in Hartford (for the purpose of producing refuse derived fuel (RDF)) or to other facilities that are properly licensed and permitted to receive such waste. (See Section 2.13 for a listing of facilities used during fiscal year 2010.)

Propane, Butane and Acetylene Tank Load-Out

Propane, butane and acetylene tanks that have been purged and emptied and with valves removed are consolidated and properly stored with scrap metal. Tanks with valves intact are stored in a secure location, separate from public access. Such tanks are Managed by a private contractor properly licensed to purge and empty tanks, dismantle their valves, and transport off-site.

Non-Processible MSW Load-Out

If operational circumstances are such that non-processibles are separated from the waste stream at the Transfer Station, the roll-off boxes in which such non-processibles are stored would be transported by truck to a properly licensed facility for disposal. Metals and tires may be processed through private vendors to redeem any value which they may have or are transferred to facilities properly licensed and permitted to receive and process such materials.

2.2 Method Of Measuring Waste

All collection vehicles are weighed on a vehicle truck scale upon entry to the Transfer Station prior to discharging their loads⁹. Currently, CRRA employees staff the scale house and are responsible for weighing vehicles (CRRA Scale/Enforcement Specialists). CRRA may utilize its own employees or retain a private contractor to staff the scale house.

⁹ As of January 1, 2011, the scale at the Ellington Transfer Station was a Sterling electronic truck scale with Connecticut Device Registration No. DEV.0003106.

The scale is connected to a computer in the scale house which automatically enters the weight of the vehicle into a scale computer software program.¹⁰ The CRRA Scale/Enforcement Specialist(or private contractor), based on information provided by the driver of the collection vehicle, enters other information about the shipment including the type of material (MSW, etc) and the source/origin (town or city) of the material. Only vehicles with a valid CRRA Mid-Connecticut Project permit are allowed to use the Transfer Station. Upon receiving a permit from CRRA, a vehicle's tare weight is determined the first time it uses a CRRA Mid-Connecticut Project facility. The tare weight is stored in CRRA's centralized scale data base¹¹ and is available to all CRRA Mid-Connecticut Project facilities. Therefore, the weight of the material delivered is calculated by the scale software program by subtracting the vehicle's tare weight (as stored in the scale software database) from the vehicle's gross weight (as determined by the scale). Vehicle tare weights are periodically checked.

2.3 Waste Storage Practices

Pursuant to the *Permit to Operate No. 0480810/PO* processible MSW will not be stored in volumes exceeding 1,000 cubic yards on the tipping floor or 100 cubic yards in one transfer trailer and such MSW shall not be stored for more than 48 hours with the exception of legal holiday weekends.

The following table indicates, for each type of waste that might be stored at the Transfer Station, the maximum amount that can be stored in cubic yards (CY), the area where it would be stored and, where applicable, the type of containers in which it would be stored.

Type of Waste	Maximum Storage	Storage Area	Storage Containers
Processible MSW	1,000 CY	Tipping Floor	
	100 CY	Transfer Trailer Staging Area	100-CY Transfer Trailer
Propane, Butane and Acetylene Tanks	40 tanks	Propane Tank Storage Area	
Other Non-Processible MSW (bulky items, tires, metals)	100 CY	Roll-Off Storage Area	2 -50 CY Roll Offs

The Transfer Trailer Staging Area is located west of the MSW Load Out Area. The Propane Tank Storage Area is located adjacent to the transfer station building just south of the three large overhead doors. The Non-Processibles Roll-Off Storage area is located on the north side of the concrete maneuvering pad, west of the building.

¹⁰ As of January 1, 2011, the computer scale program was Mettler Toledo's AutoScale program.

¹¹ As of January 1, 2011, the centralized scale data base was Mettler Toledo's Central Management Reporting System (CMRS).

The amount of storage capacity for non-processible MSW (bulky items, tires and metals) at the Transfer Station is more than the maximum amount of each type of material that is permitted to be received at the facility per day. The amount of storage capacity for processible MSW is more than the amount that is permitted to be received at the facility per day.

Under no circumstances may non-containerized processible MSW be stored outside of the MSW Transfer Area tipping floor.

Transfer and storage containers must remain covered at all times, except when waste is being actively placed in or removed from the container.

2.4 Operation And Maintenance Budget

CRRA develops an annual budget to pay for the operation and maintenance of the transfer station. Currently CRRA uses a private contractor to operate the Ellington Transfer Station (the Transfer Station Operator). CRRA pays to the Transfer Station Operator an annual fee for the operation and maintenance of the Transfer Station.¹² In addition, CRRA personnel currently staff the scale house at the Transfer Station.¹³ CRRA may utilize private contractors or its own employees to operate and maintain the transfer station or the scale.

2.5 Towns Served By The Facility

The Transfer Station acts as a transfer point for MSW (processable and non-processible) generated in towns in the area. As of January 1, 2011, the following towns delivered solid waste and/or recyclables to the Ellington Transfer Station:

East Windsor	South Windsor
Ellington	Vernon
Enfield	

Only municipal and commercial waste collection vehicles that have been issued permits by CRRA are allowed to unload MSW and recyclables at the Transfer Station. Private vehicles are not allowed to deliver waste to the Transfer Station.

From time to time, based on waste flow considerations with other CRRA Mid-Connecticut Project facilities, the Transfer Station may accept MSW from other Mid-Connecticut Project towns on a short-term basis.

2.6 Design Capacity Of The Facility

The maximum amount of MSW that the Ellington Transfer Station is designed to handle is approximately 1,100 tons per day. This is based on an assumption that waste loadout

¹² The annual operation and maintenance fee CRRA paid to CWPM (the operator of the facility as of January 1, 2011) to operate and maintain the Ellington Transfer Station in FY 10 was approximately \$360,000.

¹³ As of December 1, 2010, the annual cost of a CRRA Scale/Enforcement Specialist was approximately \$65,000.

and transfer is the controlling factor in the site's design capacity, and, an estimate that approximately six – one hundred cubic yard transfer trailers can be staged, loaded, and transferred off-site each hour. This estimated design capacity is approximately 90% higher than the maximum quantity of MSW that is permitted to be accepted at the facility (see Section 2.8 below).

2.7 Types And Quantities Of Waste Received

The following table indicates for fiscal year 2010 the towns from which material was shipped to the Ellington Transfer Station and the amount in tons of each type of waste that was shipped to the facility.

TOWN	MSW
East Windsor	3,121
Ellington	2,692
Enfield	23,343
South Windsor	6,082
Vernon	11,479
TOTAL	46,717

2.8 Maximum Quantities Of Waste

The Transfer Station is permitted to process up to the following amounts of the specified materials per day:

MATERIAL	MAXIMUM TONS/DAY
MSW	560
Non-Processible Waste (over-sized MSW, scrap metal, scrap tires, propane tanks)	10

2.9 Waste Generation Rates

MSW acceptance agreements for the Mid-Connecticut Project towns and cities expire in 2012. While the Ellington Transfer Station is in a physical condition such that it could continue to operate well beyond 2012, as of January 1, 2011, CRRA was not in a position

to predict with any certainty the amount of waste that will be delivered to the facility beyond 2012.

The following table presents predictions on the amount of MSW that will be shipped to the Ellington Transfer Station between fiscal years 2011 and 2012.

FISCAL YEAR	PREDICTED MSW RECEIVED
FY 2011	48,000 tons
FY 2012	50,000 tons
TOTAL	98,000 tons

2.10 Acceptable Wastes

(a) MSW

Waste that is accepted at the Ellington Transfer Station is specified in Exhibit A (see "Acceptable Waste," Section 1.1(b)).

2.11 Unacceptable Wastes

(a) MSW

Waste that is unacceptable at the Ellington Transfer Stations is specified in Exhibit A (see "Unacceptable Waste," Section 1.1(II)).

The CRRA Scale/Enforcement Specialist shall, where possible, reject incoming vehicles carrying unacceptable wastes prior to unloading the materials. If a load of unacceptable materials is delivered and unloaded on to the tipping floor, the CRRA Scale/Enforcement Specialist shall detain the driver of the vehicle, if feasible, and determine the disposition of the materials.

For any hazardous materials, suspected hazardous materials, or wastes requiring special handling, CTDEP shall be immediately notified. Where practical and safe to do so, these materials will be pushed aside and, if necessary, roped off. CRRA will contract with an appropriate firm specializing in the handling, removal, and disposal of these wastes to manage them in accordance with any federal and state manifest, transport and disposal requirements.

If the unacceptable materials are non-hazardous and can be handled safely, they will be reloaded into the delivering vehicle and rejected. If the materials cannot be

reloaded into the delivering vehicle, the material will be relocated to an unoccupied area of the facility and the Payloader Operator will load a roll-off container for disposal at the Mid-Connecticut Resource Recovery Facility, the Hartford Landfill or other properly permitted and licensed solid waste management facility as appropriate and as directed by the CRRA Scale/Enforcement Specialist.

If the unacceptable materials are propane, butane and acetylene tanks that have not had their valves removed, the tanks are moved by the Payloader Operator to the Propane Tank Storage Cage where they are stored until a private contractor properly licensed to manage such materials purges the tanks and removes the valves.

CRRA reserves the right to charge the hauler or town of origin for any expenses associated with the sorting, extraordinary processing, loading, transporting, or disposal of these unacceptable materials.

2.12 Incompatible Waste Streams

As of January 1, 2011 there were no unique waste streams shipped to the Ellington Transfer Station that were incompatible with the Transfer Station and that would require special handling.

2.13 Facilities Shipped To

The following table indicates for fiscal year 2010 the facilities to which material was shipped from the Ellington Transfer Station and the amount in tons of each type of waste that was shipped to the various facilities. CRRA and/or its Transfer Station Operator may ship material to any properly licensed and permitted facility based on market demands and/or contractual obligations.

FACILITY SHIPPED TO	TONNAGE
CRRA MID CONECTICUT RRF, HARTFORD, CT	37,817
CHICOPEE LF, CHICOPEE MA	3,825
SOUTH HADLEY LF, SOUTH HADLEY, MA	3,388
MILLBURY RRF, MILLBURY, MA	1,325
TOTAL	46,355

If, due to operational circumstances, CRRA separates and ships non-processible MSW from the Ellington Transfer Station, such non-processible MSW will be shipped to a properly licensed and permitted facility.

If, due to operational circumstances, CRRA separates metals and/or tires from other non-processible MSW, CRRA may process the metals through Metal Management, North Haven, Connecticut and the tires through Don Steven Tire in Southington, Connecticut, or other private vendors properly licensed and permitted to receive and process such materials to redeem any value which the metal and/or tires may have.

3. MANAGEMENT

CRRA, in conformance with state law, has retained a private contractor to operate the Ellington Transfer Station (the Transfer Station Operator).¹⁴

3.1 Connecticut Resources Recovery Authority

3.1.1 Organizational Chart

The organizational chart for CRRA as related to the operation of the Ellington Transfer Station is **Exhibit B** to this Plan.

3.1.2 Duties and Responsibilities

The Enforcement/Recycling Division of CRRA's Operations Department has primary responsibility for overseeing the operation of the Ellington Transfer Station. CRRA is responsible for operating the scales and having a facility operator, certified by CTDEP in accordance with RCSA Section 22a-209-6, on site at any time the Transfer Station is in operation.

Specific duties and responsibilities of CRRA employees as related to the operation and maintenance of the Ellington Transfer Station are presented in **Exhibit C**.

3.1.3 Certified Operators

CRRA must have a CTDEP certified transfer station operator on site at all times that the Transfer Station is in operation in accordance with CTDEP solid waste regulations.

¹⁴ As of January 1, 2011, the contractor that operates the Ellington Transfer Station for CRRA was CWPM, LLC

3.2 Transfer Station Operator

3.2.1 Organizational Chart

The organizational chart for the Transfer Station Operator is **Exhibit D** to this Plan.

3.2.2 Duties and Responsibilities

The Transfer Station Operator is responsible for the operation and maintenance of the Transfer Station. The Transfer Station Operator is also responsible for hauling material (MSW and recyclables) from the Transfer Station to facilities as directed by CRRA.

Specific duties and responsibilities of Transfer Station Operator employees as related to the operation and maintenance of the Transfer Station are presented in **Exhibit E**.

3.2.3 Certified Operators

The Transfer Station Operator must have a CTDEP certified transfer station operator on site at all times that the Transfer Station is in operation in accordance with CTDEP solid waste regulations.

3.3 Operating Hours

The Transfer Station is open to receive waste from the participating municipalities Monday through Saturday, beginning no earlier than 6:00 AM and ending no later than 3:00 PM, except that the Transfer Station is closed on scheduled holidays. In the event of unforeseen circumstances (e.g., severe weather) which prevent the acceptance of waste on normal operating days, the facility may be opened on Sundays and/or holidays.

3.4 Communication Systems

The personnel who work at the Transfer Station are equipped with two-way radios and cellular telephones that have a direct connect capability. Personnel working in the scale house communicate with personnel in the Transfer Station using two way radios.

The Operations Manager of the Transfer Station Operator (or his/her designee) is responsible for the coordination of activities between the Transfer Station and the vehicle dispatch office for transfer vehicles.

3.5 Security

The facility is equipped with a security system consisting of audible alarms on the tipping floor and security cameras mounted at strategic points around the facility. The security system is continuously monitored by a private security company.

4. RECORDKEEPING

4.1 Daily Tonnage Data

Each day's transaction data (as recorded by the scale software/computer at the Transfer Station) is electronically transmitted from the scale house to CRRA's centralized Billing Department on the next business day. The data includes the weight (tonnage), the town/city of origin of the material and the identity of the hauler that delivered the material. CRRA's Billing Department uses the CMRS to review transactions to identify any that might have a data entry error. The CMRS is also used to aggregate data from all of CRRA's Mid-Connecticut Project facilities and prepare bills and other reports on the tonnage delivered to the facilities.

CRRA IT staff back up the CMRS on a daily basis.

4.2 CTDEP Quarterly Tonnage Reports

CRRA Headquarters staff, utilizing the CMRS, prepare and submit the required quarterly tonnage reports to DEP. The reports include for each type of waste delivered to the Transfer Station during each month of the quarter, the town from which the waste was delivered and the amount (tonnage) of waste delivered. The reports also include for each type of waste shipped from the Transfer Station during each month of the quarter, the name and location of the facility to which the waste was shipped and the amount (tonnage) of waste shipped.

CRRA has developed and uses an electronic version of the CTDEP Quarterly Tonnage Report Form for reports for the Ellington Transfer Station.

4.3 Maintenance and Operating Costs

CRRA's Ellington Transfer Station Operator bills CRRA the annual contractual operation and maintenance costs for the Transfer Station in 12 equal, monthly installments. CRRA records and tracks these payments using generally accepted accounting principles.

5. MAINTENANCE

5.1 Daily Clean-Up Procedures

The tipping floor of the MSW Transfer Building must be cleaned each day. In the event that MSW is staged on the tipping floor overnight in accordance with Section 2.3 above, only those areas of the tipping floor that are clear of MSW must be cleaned. Cleaning shall consist of pushing MSW off the tipping floor, or off those sections of the floor that are not intended to be used for overnight storage, using the bucket of the Payloader.

Provisions for washdown of the tipping floor (e.g., floor drains, trench drains) are incorporated in the Transfer Building design. Floor drains and trench drains must be cleared of MSW on a daily basis, or more frequently if necessary. The floor drains and trench drains

discharge to a 5,000 gallon holding tank. Management of the liquid in the holding tank is described in Section 6.5.2 below.

Any refuse that has spilled from waste vehicles must be cleaned up at the end of each day, or more often if necessary. Rodents are controlled by proper tipping floor house-keeping measures as well as by use of a contracted rodent control service.

On a daily basis, all blowing litter (MSW) that is within or visible from the outermost edge of Sadds Mill Road must be removed within 2,500 feet of the transfer station entrance in either direction. In addition, on a weekly basis, all MSW must be removed from within 100 feet of the property boundary of the transfer station, unless CRRA has verified to the satisfaction of DEP that , despite its best efforts, CRRA was unable to obtain the permission of the property owners to remove the MSW from the properties.

5.2 Contracts/Agreements For Maintenance

Pursuant to the contract between CRRA and the Transfer Station Operator, the Transfer Station Operator is responsible for maintenance of the equipment.

CRRA is responsible for the maintenance of the truck scale. CRRA contracts with a private firm for maintenance of the scale. CRRA maintains the scale registration with the Connecticut Department of Consumer Protection.

5.3 Equipment Maintenance Program

The Transfer Station Operator is responsible for the maintenance of all of the equipment. The equipment is maintained in accordance with manufacturers' recommendations.

5.4 Preventive Shutdown Program

CRRA's preventive shutdown program for the Ellington Transfer Station is described in Section 10.1, "Emergency Waste Handling Procedures."

6. ENVIRONMENTAL CONTROLS

6.1 Odor, Dust, Litter And Noise

The existence of large overhead doors for waste receiving and load out at the MSW Transfer Building provide a flow-through ventilation system eliminating the need for large ceiling fans or other special devices to control odor and dust.

The eight-foot high chain link fence around the perimeter of the Transfer Station site contains windblown materials and facilitates custodial duties at the site. A sweeper is used for periodic road maintenance at the Transfer Station.

6.2 Screening

There are no residences within 500 feet of the Transfer Station so screening from view pursuant to RCSA Section 22a-209-9(e) is not required.

6.3 Rodents

Rodents are controlled by proper tipping floor housekeeping measures, as well as by use of a contracted rodent control service.

6.4 Vectors

Vectors are controlled by proper tipping floor housekeeping measures, as well as by use of a contracted extermination service.

6.5 Liquid Waste Disposal

6.5.1 Septic System

The Ellington Transfer Station has two on-site septic systems, one south of the Transfer Station Building consisting of a septic tank and leaching gallery, and the other west of the scale house consisting of a septic tank and leach field. The systems service sanitary wastes from the Transfer Station and scale house. The septic tanks are pumped out as necessary by a qualified contractor and the contents are disposed properly.

6.5.2 Tipping Floor Wash Down Water

The Transfer Station has a 5,000 gallon holding tank for tipping floor wash down water. The drains (floor and trench) from the tipping floor discharge to the holding tank. The tank is equipped with a high level alarm and the tank is pumped as necessary by a qualified contractor and the contents are disposed properly.

6.6 Stormwater Management

Stormwater discharges from the Transfer Station are managed in accordance with the "General Permit for the Discharge of Stormwater Associated with Industrial Activity". As of January 1, 2011, the site was registered under Permit No. GSI000520.

7. TRAFFIC

7.1 Traffic Flow To And From The Facility

MSW collection vehicles accessing the Transfer Station arrive on Connecticut Route 140 (Sadds Mill Road). Transfer trailers taking waste off-site typically exit right out of the Transfer Station and follow Route 140 west to Interstate 91. Typically, transfer trailers

follow Interstate 91 south to CRRA's Mid Connecticut Resource Recovery Facility in Hartford.

7.2 Traffic Flow On Site

All of the on-site roads used by delivery trucks are made of asphalt. The road between the site entrance and the Transfer station has two, twelve-foot wide lanes that accommodate traffic in both directions. All surfaces on which delivery trucks, transfer station rolling stock and transfer trucks operate are either asphalt or concrete.

The average amount of time it takes for queuing, weighing, maneuvering, unloading, and exiting is a total of approximately ten (10) minutes. This turnaround time is largely dependent on the ability of a truck to unload in a reasonable time. Only trucks that are capable of automatically discharging their loads are authorized to use the Transfer Station (i.e., waste packers, dump trucks, ram dischargers). Because more than one truck can use both the MSW Transfer Area¹⁵ at any one time, the Transfer Station is able to accommodate a significantly larger number of trucks without significantly increasing the turnaround time. In addition, empty transfer trailers are delivered to the site each time a full trailer is removed from the site.

Delays during normal operation are not anticipated. Peaking periods (i.e. days when the maximum permitted capacity is received or when many drivers simultaneously deliver waste) result in only occasional delays.

The access road to the scale house and the road from the scale house to the MSW and recyclables maneuvering area reduce possible traffic flow problems.

7.3 Expected Environmental Impact

Traffic associated with the Ellington Transfer Station has had no discernable negative environmental impact and is not expected to in the future.

8. EQUIPMENT

8.1 Description Of Principal Equipment

8.1.1 Fixed Equipment

The fixed equipment at the Ellington Transfer Station is the following:

- (a) Truck scale

¹⁵ For the MSW Transfer Area, if necessary, three (3) trucks can discharge waste onto the tipping floor at one time.

8.1.2 Rolling Stock

The following is a list of equipment used to manage MSW at the Ellington Transfer Station.

- (a) Caterpillar 936 Hydraulic Loader (used for moving waste around the tipping floor and loading transfer trailers); and
- (b) Caterpillar 206 Hydraulic Excavator (used for compacting MSW into outbound transfer trailers).
- (c) Tennant Sweeper.

This equipment is dedicated to the site.

In addition, the Transfer Station has a snowblower, a power washer and a generator.

8.2 **Specifications And Processing Capacities**

The rolling stock must meet the following specifications:

- (a) The Payloader must be a Caterpillar 936 Payloader or equivalent; and
- (b) The Excavator must be a Caterpillar 206 Excavator or equivalent.

9. FIRE PROTECTION

9.1 **Fire Protection Water**

Fire protection water for the Ellington Transfer Station is supplied through an on-site 60,000 gallon underground holding tank.

9.2 **Fire Protections Systems**

The Ellington Transfer Station has been classified as unprotected construction. Therefore, a sprinkler system for fire control is not required and has not been provided. An automatic and manual fire alarm system is provided with heat and smoke detectors that directly signal CRRA's private monitoring company who in turn alerts the Ellington Fire Department. Manual pull stations for alarms are also provided. There are bell and horn alarms. Fire extinguishers are available throughout the station. Water hoses are available on the tipping floor.

10. EMERGENCIES

10.1 Emergency Waste Handling Procedures

Should the Transfer Station not be available for use, haulers delivering material to the Transfer Station would be instructed to transport their waste directly to the Mid-Connecticut Resource Recovery Facility in Hartford or an alternate properly licensed and permitted facility. (See Section 2.13 for a list of properly licensed and permitted facilities to which material was shipped from the Transfer Station during fiscal year 2010.)

If the scale system used for determining weights is down for repairs or calibration, a manual weight determination will be used. The manual weight determination procedure is presented in **Exhibit F**.

In case of mechanical failure of the Payloader, a spare loader unit will be procured from offsite.

Since the Transfer Station is a daytime operation, natural lighting is sufficient to maintain tipping and loading operations within the transfer building.

10.2 Emergency Control And Response Procedures

10.2.1 Emergency Contacts

The following are the telephone numbers of the emergency contacts for the Ellington Transfer Station:

Emergency - Medical, Fire and Police	911
DEP – Emergency Spill Reporting	(860) 424-3338 (866) 337-7745
CRRA	(860) 757-7700
After Hours	(860) 729-0081 (860) 250-1463
Transfer Station Operator	(860) 747-1335
After Hours	(860) 637-0339
Routine Calls:	
Resident State Trooper	(860) 875-1522
Ellington Fire Department	(860) 870-3190

10.2.2 Fire

In the event of a fire, the CRRA Scale/Enforcement Specialist and the senior on-site employee of the Transfer Station Operator, depending on who is immediately available, are responsible for the following:

- (a) Calling the Emergency Number (911), CRRA and the Transfer Station Operator;
- (b) Alerting all Transfer Station personnel; and,
- (c) Utilizing available fire extinguishers and/or hoses to fight the fire if possible.

Transfer Station employees should not put themselves, or any of their co-workers in danger to combat a fire.

All firefighting equipment must be inspected periodically to assure that they are in working condition.

An effective fire protection program is the best way to minimize the possibility of fire at the Transfer Station. The Transfer Station Operator must evaluate all potential fire hazards and implement a program to eliminate or minimize the hazards that could result in an emergency.

The following must be part of the fire protection program:

- (a) No smoking is permitted in the Transfer Station building;
- (b) "No Smoking" signs must be posted where necessary; and
- (c) Employees must be prohibited from disposing of a cigarette in a wastebasket or trashcan.

The following special precautions related to flammable and combustible liquids must be part of the fire protection program:

- (a) Employees must keep flammable and combustible liquids away from open flames and motors that might spark;
- (b) When an employee transfers flammable liquids, he/she must bond the containers to each other and ground the one being dispensed from, to prevent sparks from static electricity;
- (c) Employees must clean up spills right away, and put oily rags in a tightly covered metal container;
- (d) Flammable and combustible liquids must be stored in approved containers in well-ventilated areas away from heat and sparks; and
- (e) All containers for flammable and combustible liquids must be clearly and correctly labeled.

10.2.3 Explosion

In the event of an explosion, the CRRA Scale/Enforcement Specialist and the senior on-site employee of the Transfer Station Operator, depending on who is immediately available, are responsible for the following:

- (a) Calling the Emergency Number (911), CRRA and the Transfer Station Operator;
- (b) Ensuring that first aid is administered, if required and if a person certified in Red Cross Basic First Aid is on-site and available to administer such first aid;
- (c) Alerting all Transfer Station personnel; and
- (d) Locating and shutting down any possible sources of combustion (e.g., fuel lines, flammable materials, etc.).

The Transfer Station Operator must make every effort to minimize the possibility of explosion. In particular, the Transfer Station Operator must have in-place a procedure to manage any gas containers that are discharged to the tipping floor as part of MSW. Such containers must be treated as potentially explosive materials until and unless it is determined that the container has been purged and emptied and the valve has been removed.

10.2.4 Major Injury – Outside Medical Attention Required

In the event of a major injury to an employee, the injured person or a person nearby must alert the CRRA Scale/Enforcement Specialist or the senior Transfer Station Operator employee. Whoever is contacted is responsible for the following:

- (a) Calling the Emergency Number (911), CRRA and the Transfer Station Operator;
- (b) Ensuring that first aid is administered, if a person certified in Red Cross Basic First Aid is on-site and available to administer such first aid; and
- (c) Designating a person to wait at the entrance to the Transfer Station to direct emergency responders to the injured person.

10.2.5 Minor Injury – On-Site Medical Attention Necessary

In the event of a minor injury to an employee, the injured person or a person nearby must alert the CRRA Scale/Enforcement Specialist or the senior Transfer Station Operator employee. Whoever is contacted is responsible for the following:

- (a) Ensuring that first aid is administered, if a person certified in Red Cross Basic First Aid is on-site and available to administer such first aid; and
- (b) Calling CRRA and the Transfer Station Operator.

10.2.6 Accident Reports

Immediately following any injury or illness of any kind at the Transfer Station, OSHA Form No. 200, "The Log and Summary of Occupational Injuries and Illnesses," must be filled out by the Transfer Station Operator. In addition, a workers' compensation "First Report of Injury" form must be completed and sent to the Connecticut Department of Labor.

10.2.7 Hazardous Waste Management

While the Transfer Station does not accept any types of hazardous materials, if any hazardous material is inadvertently delivered, specific actions specified in Section 2.11 of this Plan must be followed. All pertinent requirements of OSHA, CTDEP and the United States Environmental Protection Agency (USEPA) must also be complied with.

11. SAFETY

11.1 Safety Policy

It is the policy of CRRA and the Transfer Station Operator to assure to the highest degree possible a safe and healthful working environment for all employees.

In order to achieve the goal of a hazard-free working environment, employees and non-employees who use the Transfer Station are required to obey the rules set forth in CRRA's and the Transfer Station Operator's safety program or be subject to disciplinary action.

CRRA and the Transfer Station Operator must meet or exceed the standards established by any applicable local and/or federal laws and regulations including regulations promulgated by the Occupational Safety and Health Administration (OSHA) pertaining to general industry (29 CFR Part 1910) and the construction industry (29 CFR Part 1926).

11.2 Safety Standards and Rules

The safety standards and rules for the Transfer Station must be followed at all times by all employees of CRRA and the Transfer Station Operator. Failure to follow the safety standards and rules could result in disciplinary action against the offender up to and including immediate termination. Employees are urged to report to their supervisor any un-

safe condition so that immediate attention can be given and corrective action can be taken.

11.2.1 General Safety Standards for Employees

The following are the general Transfer Station safety standards and rules that apply to all CRRA and Transfer Station Operator employees:

- (a) Employees must report all injuries, no matter how slight, to a supervisor immediately and first aid should be sought immediately;
- (b) Employees must report any unsafe condition or practice to a supervisor;
- (c) Employees must keep all aisles, passageways and stairways clear of all obstructions, keep their work areas clean and orderly and perform all work in an orderly manner;
- (d) Employees must walk (not run) while in the Transfer Station or on Transfer Station property;
- (e) Drivers of motor vehicles must stop and sound the horn where vision is obstructed and sound the horn when backing up;
- (f) Employees must work within prescribed weight limitations when lifting or pushing;
- (g) Employees must not wear ties, loose clothing, rings, bracelets, watches, necklaces or other items which are hazardous around machinery;
- (h) Employees must not block access to fire extinguishers or hoses with equipment or materials;
- (i) Employees must not interfere with firefighting operations;
- (j) All combustible, flammable materials or liquids must be stored in approved safety areas;
- (k) Employees must use assigned tools and follow prescribed methods for each job;
- (l) Employees must not use defective tools or equipment of any kind;
- (m) Employees must not operate equipment and machinery unless all guards are in place and the equipment and machinery is cleared of objects and people;

- (n) Employees must never clean, oil or adjust any equipment or machinery while it is in motion, unless it is so designed; and
- (o) Employees must observe all “danger,” “safety” and “no smoking” signs.

11.2.2 Basic Transfer Station Rules and Regulations

The following are prohibited at the Transfer Station:

- (a) Endangering the safety and health of other employees or threatening, intimidating or striking another employee;
- (b) Engaging in sabotage, espionage or restricting production;
- (c) Damage to or theft of Transfer Station property or that of another employee;
- (d) The operation of any equipment or machinery except by an authorized employee;
- (e) Bringing weapons into the Transfer Station;
- (f) The use, possession, promotion, purchase, transfer, sale, distribution or manufacture of unauthorized or illegal drugs or the misuse of any legal drugs, alcohol, or other chemical substances or any combination thereof, on Transfer Station premises;
- (g) Insubordination;
- (h) Sexual harassment;
- (i) Failure to wear prescribed personal protective equipment;
- (j) Smoking inside the Transfer Station or scalehouse;
- (k) Gambling or promoting gambling;
- (l) Violation of any criminal law; and
- (m) Failure to adhere to Transfer Station policies.

11.3 Safety Procedures And Responsibilities

The Transfer Station Operator’s management (Operations Manager and Transfer Stations Operations Manager) have primary responsibility for ensuring that the Transfer Station’s safety program is effectively implemented and strictly adhered to.

11.4 Safety Training

All requisite Transfer Station Operator employees must complete the following training:

- (a) Fleet maintenance;
- (b) Disaster recovery plan;
- (c) Sling inspection;
- (d) Lockout/tagout;
- (e) Respiratory program; and
- (f) Hazard communication program.

11.5 Personal Protective Equipment (PPE)

Persons who must work where hazards cannot be eliminated or controlled at the source and where ordinary work clothes do not afford sufficient protection must use appropriate PPE.

An employee is responsible for all maintenance and upkeep of any form of PPE. If an article of PPE becomes damaged, it should be immediately reported to the employee's supervisor.

EXHIBIT A

CONNECTICUT RESOURCES RECOVERY AUTHORITY

MID-CONNECTICUT PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**



MID-CONNECTICUT PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective May 1, 2010

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

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1. GENERAL

1.1 Definitions

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

- (a) **“Acceptable Recyclables”** shall include the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but is not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables and any other Solid waste deemed by CRRA in its sole discretion to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment of Solid Waste generated by and collected from commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality for processing by and disposal at the Recycling Facilities.

- (b) **“Acceptable Solid Waste”** shall include Solid Waste generated by and collected from residential, commercial, institutional, industrial and other establishments located within the corporate limits of any Participating Municipality, and deemed acceptable by CRRA in accordance with all applicable federal, state and local laws as well as these procedures for processing by and disposal at the Waste Facilities. Acceptable Solid Waste shall include, but is not limited to, the following:

- (1) Scrap wood not exceeding six (6) feet in length or width or four (4) inches in thickness,
- (2) Single trees and large tree limbs not exceeding six (6) feet in length or four (4) inches in diameter and with branches cut to within six (6) inches of the trunk or limb, as the case may be;
- (3) Metal pipes, tracks and banding or cable and wire not exceeding three (3) feet in length and one and one half (1 1/2) inches in diameter;
- (4) Cleaned and emptied cans or drums not exceeding five (5) gallons in capacity and with covers removed;
- (5) Automobile tires without rims exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day to-day basis;

- (6) Paper butts or rolls, plastic or leather strapping or similar materials not exceeding three (3) feet in length or three (3) inches in thickness and cut in half lengthwise;
 - (7) Non-processible Waste as defined herein; and
 - (8) Any other Solid Waste deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, Recycling Residue (see Recycling Residue definition), or other materials required to be recycled in accordance with *Connecticut General Statutes*, and/or Special Waste unless such Special Waste is approved by CRRA in accordance with these procedures for disposal at any of the Waste Facilities, or any materials or waste that are or may in the future be required by law and/or regulation to be recycled.
- (c) “**Account**” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between CRRA and a person, firm or Participating Municipality providing for the use of the Facilities and the services in connection therewith.
 - (d) “**Authority**” or “**CRRA**” shall mean the Connecticut Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established by *Connecticut General Statutes* Sections 22a-257 et seq.
 - (e) “**Bulky Waste**” shall mean construction, demolition and/or land clearing debris.
 - (f) “**By-Pass Waste**” shall mean Acceptable Solid Waste that is ordinarily processed at the Facility but is instead diverted by CRRA for disposal.
 - (g) “**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) marked as #1 of up to 3 liters in size and that have been washed clean. Attached labels are acceptable, but no caps, lids or corks, attached or unattached, are acceptable. Examples of acceptable PET (#1) containers include: soda, juice, cooking oil, mineral water and dish detergent bottles.
 - (6) HDPE (high-density polyethylene) plastic containers marked as #2 that have been washed clean. Containers of up to 2.5 gallons or 6 liters of total volume in size that did not previously contain hazardous materials are acceptable. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable HDPE (#2) containers include: milk jugs, and spring water, laundry detergent, bleach, and dish detergent bottles.
 - (7) Plastic white, clear or opaque containers marked as #3 through #7 (food grade plastics) up to three (3) liters in size that have been washed clean. Attached labels are acceptable. Except for screw tops, lids are acceptable as long as they are not attached. Screw top caps/lids are not acceptable regardless of whether they are attached or unattached. Examples of acceptable food grade plastics (#3 through #7) include: laundry detergent, shampoo, dish detergent and skin cream containers, ketchup bottles, ice cream containers, yogurt containers, margarine tubs and lids. Processed and take-out food black, plastic containers and trays are not acceptable.
 - (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.
- (h) **“Contaminated Soil”** shall include soil derived from fuel tank excavation, sludge residue, steel casting sands, metal washdown residue, rust/scale materials, foundry residue, grinding sludge and any other material deemed by CRRA in its sole discretion to be Contaminated Soil.

- (i) **“Designee”** shall mean
 - (1) In the case of a Participating Municipality, a company/entity contracted for and/or licensed by said Participating Municipality to haul waste generated within the boundaries of said Participating Municipality; or
 - (2) In the case of CRRA, any company/entity contracted or authorized by CRRA to operate and maintain one or more Facilities.
- (j) **“Facility”** shall mean CRRA’s Mid-Connecticut waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (k) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (l) **“Guarantee of Payment”** has the meaning set forth in Section 2.3.
- (m) **“Hazardous Waste”** shall include any material or substance which is, by reason of its composition or its characteristics or its delivery to the Facility (a) defined as hazardous waste in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and any regulations, rules or policies promulgated thereunder, (b) defined as hazardous waste in Section 22a-115 of the *Connecticut General Statutes*, (c) defined as special nuclear material or by-product material in Section 11 of the Atomic Energy Act of 1954, 42 U.S.C. §2014, and any regulations, rules or policies promulgated thereunder, or (d) regulated under Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e), and any regulations, rules or policies promulgated thereunder, as any of the statutes referred to in clauses (a) through (d) above may be amended; provided, however, that Hazardous Waste shall not include such insignificant quantities of any of the wastes covered by clauses (a), (b) and (d) as are customarily found in normal household, commercial and industrial waste to the extent such insignificant quantities are permitted by law to be treated and disposed of at the Facility or a sanitary landfills, as applicable. “Hazardous Waste” shall also include such other waste as deemed by CRRA in its sole discretion to be “Hazardous Waste.”
- (n) **“Landfill”** shall mean any real property used by any Participating Municipality and CRRA for the disposal of Recycling Residue, By-Pass Waste, Non-Processible Waste, or residue from the processing and/or incineration of Acceptable Solid Waste at the Waste Facilities.
- (o) **“Member Municipality”** shall mean a Municipality that has contracted with CRRA for waste management services.
- (p) **“Mixed Load”** shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.

- (q) **“Municipal Solid Waste Management Services Contract”** or **“MSA”** shall mean the contract between CRRA and a Participating Municipality for the processing and disposal at the Facilities of all Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (r) **“Non-Processible Waste”** shall mean Acceptable Solid Waste that cannot be processed at the Facility without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:
- (1) Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas and rugs;
 - (2) Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in CRRA’s sole discretion and determination, cause damage to the Waste Facilities if processed and/or incinerated therein;
 - (3) Scrap/Light Weight Metals (as hereinafter defined);
 - (4) Bathroom fixtures, such as toilets, bathtubs and sinks;
 - (5) Purged and emptied propane, butane and acetylene tanks with valves removed exclusively from the residential Solid Waste stream and in limited quantities, if any, to be determined by CRRA on a day-to-day basis;
 - (6) Christmas trees;
 - (7) Automobile tires with/without rims, and
 - (8) Any other Acceptable Solid Waste deemed by CRRA in its sole discretion to be Non-Processible Waste.
- (s) **“Non-Project Recycling Facility”** shall mean the land and appurtenances thereon and structures where recycling, as defined in Section 22a-207(7) of the *Connecticut General Statutes*, is conducted, including but not limited to an Intermediate Processing Facility, as defined in Section 22a-260(25) of the *Connecticut General Statutes*, and a Solid Waste Facility, as defined in Section 22a-207(4) of the *Connecticut General Statutes*, which provides for recycling in its plan of operations, but excluding the Recycling Facility and the Recycling Transfer Stations.

- (t) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
- (u) **“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,
 - (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. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable. Examples of acceptable materials include: cereal boxes; cracker boxes; shoe boxes; beer cartons; and six-pack holders.
- (v) **“Participating Municipality”** shall mean any town, city, borough or other political subdivision of and within the State of Connecticut, having legal jurisdiction over solid waste management within its corporate limits, and which has executed a Municipal Solid Waste Management Services Contract or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities.
- (w) **“Permit Application”** has the meaning set forth in Section 2.1.
- (x) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.

- (y) **“Permittee”** shall mean those persons, organizations, corporations, firms, governmental agencies, or other entities who have submitted a permit application to CRRA and have been authorized to use the Facilities by CRRA.
- (z) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- (aa) **“Project”** shall mean the Facilities constituting the Mid-Connecticut Project.
- (bb) **“Recycling Facility”** shall mean CRRA’s regional recycling center located at 211 Murphy Road in Hartford, Connecticut 06114.
- (cc) **“Recycling Facilities”** shall mean the Recycling Facility and all Recycling Transfer Stations of the Project.
- (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-Project Recycling Facility has processed Solid Waste.
- (ee) **“Recycling Transfer Station”** shall mean any of the Transfer Stations, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable Recyclables from any Participating Municipality for transport to the Recycling Facility or a Non-Project Recycling Facility for processing.
- (ff) **“Scrap/Light Weight Metals”** shall mean but not limited to the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water heaters, cleaned and emptied fifty-five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and fuel tanks approved by CRRA for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by CRRA in its sole discretion to be Scrap/Light Weight Metals.
- (gg) **“Single Stream Recyclables”** shall mean the commingling of any Paper Fiber Recyclables with any Commingled Container Recyclables.
- (hh) **“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.”
- (ii) **“Special Waste”** shall mean materials that are suitable for delivery, at CRRA’s sole and absolute discretion, but which may require special handling and/or special approval by the Connecticut Department of Environmental Protection (“DEP”) or another non-Authority entity.
- (jj) **“Transfer Station”** shall mean any of the facilities, including all roads appurtenant thereto, owned and/or operated by CRRA for receiving Acceptable

Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

(kk) “**Unacceptable Recyclables**” shall include

- (1) Unacceptable Waste;
- (2) 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; metal in large pieces (e.g., metal pipe, lawnmower blades); mirror glass; motor oil containers; notebooks; paint cans; plastic bags; plates; porcelain; pots and pans; processed and take-out black, plastic food containers and trays; propane tanks; pyrex; screw top caps/lids, regardless of whether attached or not; stones; syringes; telephone books; tiles; waxed corrugated; and window glass;
- (3) 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
- (4) Any other waste deemed by CRRA in its sole discretion to be Unacceptable Recyclables.

(ll) “**Unacceptable Waste**” shall include

- (1) Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, 40 C.F.R. Section 259.30 (1990), radioactive materials, oil and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 U.S.C. §6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et. 42 U.S.C. §6901 et. seq.) other than such insignificant quantities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;
- (2) Any item of waste that is either smoldering or on fire;

- (3) Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
- (4) Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
- (5) Any Solid Waste that is deemed by CRRA in its sole discretion to be not in conformance with the requirements for Acceptable Solid Waste or Non-Processible Waste as set forth in these procedures; and
- (6) Any other waste deemed by CRRA in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by CRRA to deliver waste to any of the Facilities.

(mm) “**Waste Facilities**” shall mean the Facility and all Transfer Stations and Landfills of the Project.

(nn) “**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.

(oo) “**White Metals**” shall mean large appliances or machinery, refrigerators, freezers, gas/electric stoves, dishwashers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other materials deemed by CRRA in its sole discretion to be White Metals.

1.2 Preamble

These procedures may be amended by CRRA from time to time. Anyone obtaining a new permit or renewal of an existing permit should contact CRRA at (860) 757-7700 in order to obtain a copy of the procedures in effect. Additional copies of these procedures may be obtained at the cost of reproduction and postage. The procedures are also available on CRRA’s website at www.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.
- (d) These procedures are intended to comply and be consistent with each Municipal Solid Waste Management Services Contract for the Project. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Contract for the Project, the latter shall control.

2. PERMITTING

2.1 Permit Application

- (a) Any Waste Hauler, Private/Non-Commercial Hauler, Participating Municipality or any other person or entity that desires to use the Facilities shall obtain a permit in accordance with these procedures before delivering to and/or removing waste from the Facilities.
- (b) Each applicant for a permit shall complete a permit application and provide to CRRA all of the necessary information requested thereon ("Permit Application"), 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 "Credit Agreement," "Release of Liability and Indemnification Agreement" and "Attestation," as such documents are presented in the permit application.

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

- (6) A "Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement" (if applicable);
- (7) A Guaranty of Payment in the form and amount acceptable to CRRA pursuant to Section 2.3 hereof;
- (8) All certifications of insurance that the applicant is required to provide pursuant to Section 3.1 hereof;
- (9) Any applicable fees; and
- (10) Any other document required by CRRA at CRRA's sole and absolute discretion.

2.2 Submission of Permit Application

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

2.3 Guaranty of Payment

- (a) Each applicant shall submit along with its permit application a guaranty of payment ("Guaranty of Payment") satisfactory to CRRA in all respects and in the form of either a letter of credit, a suretyship bond, cash, or a cashier's check and in an amount sufficient to cover at least two (2) months' of waste disposal charges as determined in the Permit Application.
- (b) At its sole and absolute discretion, CRRA may review a Permittee's guaranty amount under Section 2.3(a) above and require the Permittee to increase its guaranty amount in the event the average monthly delivery rate of Permittee varies by 10% or more from the amount estimated by CRRA pursuant to subsection (a) above. CRRA shall review a Permittee's guaranty amount as detailed in the foregoing sentence at least semi-annually.
- (c) If an applicant or Permittee submits to CRRA either a letter of credit or suretyship bond, Permittee shall within sixty (60) days before the expiration of the same renew such letter of credit or suretyship bond and furnish the renewed letter of credit or suretyship bond to CRRA. If the Permittee's letter of credit or suretyship bond is canceled, terminated, or deemed inadequate by CRRA, Permittee shall immediately

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

- (d) If Permittee fails to comply with any of the requirements of this Section 2.3, CRRA may deny the Permittee any further access to the Facilities and/or revoke and/or suspend the Permittee's permit for the same.

2.4 Issuance and Renewal of Permit

- (a) Provided that the applicant has submitted its permit application and all other documents required to be submitted hereunder to CRRA, applicant has paid to CRRA the applicable permit fees, and such Permit Application and documents are complete and satisfactory in all respects to CRRA, then CRRA may issue a permit to the applicant.
- (b) Upon the issuance of a permit:
 - (1) The Permittee shall be assigned an Account number;
 - (2) Each 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 Facilities.
- (c) Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by CRRA. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Permittee shall complete and submit to CRRA a renewal permit application together with the pertinent renewal fee for the same within twenty (20) days before the end of each fiscal year. The renewal fees to be paid by each Permittee hereunder shall be determined by CRRA on an annual basis. Any Permittee who fails to perform its renewal obligations under this Section 2.4(c) shall be denied access to the Facilities by CRRA until such Permittee performs such renewal obligations.
- (d) At its sole and absolute discretion, CRRA may issue a Permittee a Temporary Permit for a vehicle not currently authorized under Section 2. A Temporary Permit may be issued for a substitute vehicle due to an emergency 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 disposal privileges, no Temporary Permits will be granted to the Permittee.

2.5 Tare Weights

- (a) Tare weights of all vehicles, trailers and roll-off boxes shall be established after delivery of the first load under a new Permit Number or Trailer/Roll-Off Box decal at any of the Facilities. 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 Facilities as determined by CRRA at its sole and absolute discretion.
- (d) At the direction of CRRA or CRRA's Designee, haulers failing to comply with the foregoing tare weight procedures shall be billed as follows:
 - (1) The vehicles last known tare weight; or
 - (2) A maximum 22 net tons.
- (e) If hauler fails to comply with the terms of this Section 2.5 and hauler(s) is billed in accordance with subsection (d) above, then hauler's disposal privileges shall be denied until hauler complies with the terms of this Section 2.5.

2.6 Miscellaneous

- (a) If the Permittee acquires any vehicle that is not authorized under the Permittee's permit, then the Permittee shall submit an amended permit application to CRRA pursuant and subject to the above procedures set forth in this Section 2.
- (b) Permittee is responsible for all charges, costs, expenses, disposal fees, and fines incurred under its permit.
- (c) If Permittee's Permit Number is lost or stolen, Permittee is responsible for all costs, charges, expenses, disposal fees and fines incurred until said Permittee notifies CRRA in writing of the lost or stolen Permit Number.
- (d) Permittee shall give CRRA advance written notice of any changes in such Permittee's business operation that would have a material effective on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:

- (1) Changes in name or mailing address;
- (2) Changes in telephone number;
- (3) Change in physical location of Permittee's business; or.
- (4) Changes in the Permittee's business structure, including, but not limited to, the acquisition of other hauling companies, that would impact Permittee's volume of waste deliveries to the Waste Facilities.

2.7 Municipal Permits

If a Participating Municipality requires haulers to register or obtain a permit to haul, all Permittees that will collect waste from and/or deliver waste to such Participating Municipality shall be required to register with such Participating Municipality. Each Participating Municipality may establish its own permit, registration, and/or inspection requirements, which must be followed by the Permittees collecting waste from and/or delivering waste to such Participating Municipality in addition to these procedures.

3. INSURANCE

3.1 Insurance

- (a) Each Permittee shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Permittee, the following insurance, including any required endorsements thereto and amendments thereof:
 - (1) Commercial general liability insurance alone or in combination with, commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) per occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
 - (2) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000.00) each accident.
 - (3) Workers' compensation insurance with statutory limits and employers' liability limits of not less than five hundred thousand dollars (\$500,000.00) each accident for bodily injury by accident and five hundred thousand dollars (\$500,000.00) for each employee for bodily injury by disease.

- (b) Each applicant or Permittee shall submit along with its permit or permit renewal application to CRRA an executed original certificate or certificates for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.1(c) below. Additionally, each Permittee shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each above required insurance a certificate or certificates containing the information required in Section 3.1(e) below and certifying that such insurance has been renewed and remains in full force and effect.
- (c) All policies for each insurance required above shall:
- (1) Name CRRA as an additional insured (this requirement shall not apply to automobile liability or workers' compensation insurance);
 - (2) Include a standard severability of interest clause;
 - (3) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
 - (4) Hold CRRA free and harmless from all subrogation rights of the insurer; and
 - (5) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.
- (d) All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.
- (e) Subject to the terms and conditions of this Section 3.1, any applicant or Permittee may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability, business automobile liability insurance and employers' liability insurance.
- (f) If any Permittee fails to comply with any of the foregoing insurance procedures, then CRRA may in its sole discretion deny such Permittee any further access to the Facilities and/or suspend or revoke its permit for same.
- (g) No provision of this Section 3.1 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages or other costs and expenses.
- (h) CRRA shall not, because of accepting, rejecting, approving, or receiving any certificates of insurance required hereunder, incur any liability for:

- (1) The existence, nonexistence, form or legal sufficiency of the insurance described on such certificates,
 - (2) The solvency of any insurer, or
 - (3) The payment of losses.
- (i) For purposes of this Section 3, the terms applicant or Permittee shall include any subcontractor thereof.

3.2 Indemnification

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

4. OPERATING AND DISPOSAL PROCEDURES

4.1 Delivery of Acceptable Solid Waste

- (a) Permittees shall comply with, and Permittees' Acceptable Solid Waste delivered to the Waste Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion.
- (b) Each Permittee shall deliver Acceptable Solid Waste only to those Waste Facilities designated by CRRA.
- (c) White Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept White Metals. White Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. A vehicle delivering White Metals must be equipped with either a cherry picker or hydraulic lift that will allow each piece of White Metal to be removed individually from the vehicle. The hauler is responsible for off loading the White Metals from the delivery vehicle. The hauler will off-load the White Metals only in the area designated by CRRA and/or the Operator for such materials. White

Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. White Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.

- (d) Scrap/Light Weight Metals may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept Scrap/Light Weight Metals. Scrap/Light Weight Metals must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the Scrap/Light Weight Metals from the delivery vehicle and such materials will be off-loaded directly into a roll-off container. The hauler will off-load the Scrap/Light Weight Metals only in the area designated by CRRA and/or the Operator for such materials. Scrap/Light Weight Metals may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Scrap/Light Weight Metals may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.
- (e) Household furniture (i.e., appliances, box springs, carpets, chairs, couches, mattresses, rugs, sleeper sofas, sofas, tables) may be delivered only to the Facility unless otherwise directed by CRRA. None of the other Waste Facilities will accept household furniture. Household furniture must be delivered in separate, dedicated loads that must not contain any other Acceptable Solid Waste. The hauler is responsible for off loading the household furniture. The hauler will off-load the household furniture only in the area designated by CRRA and/or the Operator for such materials. Household furniture may only be delivered to the Facility between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. Household furniture may not be included in loads of other Acceptable Solid Waste. If such material is included in loads of other Acceptable Solid Waste, such loads shall be subject to the provisions of Section 4.8(j) herein.
- (f) CRRA may accept Contaminated Soil for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.
- (g) CRRA may accept Recycling Residue from a Non-Project Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require and to Appendix A.

4.2 Delivery of Acceptable Recyclables

Permittees shall comply with, and Permittee's Acceptable Recyclables delivered to the Recycling Facilities must meet, the standards and other terms and conditions set forth herein and such other standards as established by CRRA in its sole discretion. Each Permittee shall deliver Acceptable Recyclables only to those Recycling Facilities designated by CRRA.

4.3 Access to the Facility

Access to the Facility and the Hartford Landfill by vehicles delivering Acceptable Solid Waste from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to I-91 and proceeding to I-91 off-ramps closest to the destination. For the Facility, from the off-ramps, vehicles shall use Brainard and Maxim Roads to access the Facility. Murphy Road shall not be used for through-access to the Facility. More restrictive criteria may be promulgated as required by local conditions and shall be strictly adhered to by all Permittees.

4.4 Access to the Recycling Facility

Access to the Recycling Facility by vehicles delivering Acceptable Recyclables from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to I-91.

Vehicles traveling southbound on I-91 shall exit on Exit 28, then turn left onto Airport Road and then turn left at the Brainard Road/Airport Road intersection. Vehicles shall follow Brainard Road around the curve to the right where it becomes Maxim Road and then turn right at the Murphy Road intersection. Vehicles shall enter the site by turning right at driveway B.

Vehicles traveling northbound on I-91 shall exit on Exit 27 and then proceed straight thru the Brainard Road/Murphy Road intersection. Vehicles shall enter the site by turning left at driveway B.

Rear loading vehicles delivering Acceptable Recyclables to the Recycling Facility and whose first or only delivery is Paper Fiber Recyclables or whose first or only delivery is Commingled Container Recyclables must enter the facility at 123 Murphy Road (Entrance marked "B").

Vehicles that will be traveling southbound on I-91 after leaving the site shall exit the site via Driveway A and turn left onto Murphy Road. The vehicles shall turn left onto Maxim Road and follow it around the curve to the left where it becomes Brainard Road. At the Brainard Road/Airport road intersection, vehicles shall turn right and follow Airport Road to the left turn onto the I-91 southbound ramp.

Vehicles that will be traveling northbound on I-91 after leaving the site shall exit the site via Driveway A and turn right onto Murphy Road. At the Murphy Road/Brainard Road intersection, vehicles shall go straight through the intersection onto the I-91 northbound ramp.

4.5 Temporary Emergency Access to the Facilities

CRRA, in its' sole discretion and subject to any conditions or restrictions that it deems appropriate, may on a case by-case basis allow a Permittee temporary, emergency access to the Facilities for the purpose of delivering Acceptable Solid Waste and/or Acceptable Recyclables to the same with a vehicle, roll-off box or trailer that is not authorized

pursuant to these procedures to do so; provided, that such Permittee notifies CRRA at least twenty-four (24) hours in advance of Permittee's need for such temporary, emergency access.

4.6 Hours for Delivery

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

4.7 Vehicle Standards for Deliveries to the Facilities

- (a) Only vehicles with mechanical or automatic unloading/dumping capability will be allowed access to the Facilities, except as provided elsewhere in these Procedures or 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 Facilities.
- (b) All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- (c) The only trailers that may be used to deliver Acceptable Solid Waste to a Transfer Station or Acceptable Recyclables to a Recycling Transfer Station are those coming from a Participating Municipality's transfer station.
- (d) The doors of all vehicles shall be clearly marked with the business name and address of the Permittee. Any vehicle that is not properly marked shall be denied access to the Facilities.

4.8 Disposal Procedures

- (a) All deliveries are subject to inspection of the contents by CRRA or its agent prior to, during, and/or after unloading.
- (b) CRRA may direct that Non-Processible Waste and/or Special Waste be delivered directly to either a Landfill or any other site if accepted by CRRA.
- (c) CRRA and/or the Operator will direct all vehicle traffic at the Facilities.
- (d) All scales will be operated on a "first-come, first served" basis except that CRRA reserves the right to utilize front-of-line privileges for its own vehicles and for the vehicles of others who have executed a written agreement with CRRA for such privileges.

- (e) CRRA will accept residue from recycling facilities only at the Facility and only if the conditions set forth in Appendix A are met.
- (f) 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.
- (g) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (h) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the Participating Municipality from which the load originated.
- (i) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor, bay or Landfill face and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (j) Unacceptable Waste, Special Waste and any material which CRRA determines, in its sole and absolute discretion, should be rejected shall not be delivered by any Permittee or vehicle to any of the Facilities. In the event that Unacceptable Waste, Special Waste or any material which CRRA has determined should be rejected is delivered to any of the Facilities, CRRA and its agents, employees or Operators reserve the right to reload the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected back on to the offending vehicle. In connection therewith, CRRA may at its sole discretion, issue a verbal and written warning to the Permittee of the offending vehicle and/or charge such Permittee a reloading fee of five hundred dollars (\$500.00). CRRA may impose a reloading charge of one thousand dollars (\$1,000.00) for each subsequent violation. CRRA may revoke the permit of any Permittee who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, Special Waste and material which CRRA has determined should be rejected, CRRA may
 - (1) Detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected and made recommendations, and/or
 - (2) Take whatever corrective action CRRA in its sole discretion deems necessary at the sole cost and expense of the Permittee whose vehicle delivered the Unacceptable Waste, Special Waste or material which CRRA has determined should be rejected, including, but not limited to, excavating, loading, transporting and disposing of such waste/material, revoking such Permittee's permit and imposing against such Permittee any fines or charges.
- (k) All trucks must remain tarped until they are in the disposal area and out of the operation's way.

- (l) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (m) Roll-off or compactor boxes shall not be turned around on site.
- (n) Drivers must latch and unlatch packers in the disposal area.
- (o) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must wear the personal protective equipment specified by CRRA and/or the Operator as required for the facility to which they are delivering materials.
- (p) At all times while on the property of any of the Facilities, drivers and any other personnel accompanying a driver must obey all signs and safety requirements posted by CRRA and/or the Operator at the facility to which they are delivering materials.
- (q) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
- (r) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (s) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (t) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.
- (u) No loitering is permitted at any of the Facilities.
- (v) Smoking of tobacco products is prohibited at all Facilities except in designated smoking area(s). The possession and/or drinking of alcohol as well as the possession and/or use of drugs at any time while on the premises of any of the Facilities is strictly prohibited.
- (w) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (x) CRRA reserves the right to inspect incoming deliveries at its sole discretion.
- (y) Anyone violating any provision of Sections 22a-220, 22a-220a(f) or 22a-250 of the *Connecticut General Statutes* or any other federal, state or local law or regulation shall be reported by CRRA to the appropriate authorities.
- (z) 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 any of the Facilities.

- (aa) Loads in which Commingled Container Recyclables are mixed with Paper Fiber Recyclables will be accepted for processing as Single Stream Recyclables at the Recycling Facilities.
- (bb) Operators of rear-dumping vehicles delivering Commingled Container Recyclables and Paper Fiber Recyclables in separate compartments in the same vehicle will be required to sweep clean all materials from the empty compartment before proceeding to the next tipping area.
- (cc) Mechanical densifying of aluminum containers and plastic containers is prohibited (non-aluminum metal cans may be crushed or flattened) unless, subject to approval by CRRA, such containers are commingled with Paper Fiber Recyclables and delivered as Single Stream Recyclables.
- (dd) Loads of Commingled Container Recyclables may contain any combination of acceptable container materials except loads containing solely mixed-color (any color combination) glass will not be accepted for delivery.
- (ee) Loads of Commingled Container Recyclables and Single Stream 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 Recycling Facilities.
- (ff) 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.
- (gg) Other procedures for the Facilities may be promulgated over time by CRRA and, when issued, must be strictly obeyed.

4.9 Weight Tickets

- (a) The driver of each truck disposing of waste shall be presented a weight ticket from the scale house attendant. The ticket shall indicate date, hauler's company name, vehicle Permit Number and trailer/roll-off box decal number, gross weight, tare weight, net weight, origin of waste 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 hauling company shall be billed for such delivery for the gross weight of the load delivered, at CRRA's discretion.
- (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) At the discretion and request of CRRA, the Permittee/hauler shall disclose to CRRA the quantity of Acceptable Solid Waste from each Participating Municipality in the Acceptable Mixed Load(s) for which Permittee/hauler is hauling.

- (e) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.

4.10 Delivery of Mixed Loads of Acceptable Solid Waste From Multiple Participating Municipalities

- (a) Delivery of Mixed Loads of Acceptable Solid Waste from Multiple Participating Municipalities ("Acceptable Mixed Loads") will be accepted by CRRA only if the following criteria are met:
 - (1) The Acceptable Mixed Loads do not contain any Acceptable Solid Waste that originated from a non-Participating Municipality without first executing a Mid-Connecticut Non-Member Waste Agreement.
 - (2) The entire Acceptable Mixed Load must contain Acceptable Solid Waste that would otherwise have been billed to the Permittee.
 - (3) The Permittee/hauler shall use its best efforts to identify and provide CRRA written evidence of the origin of the Acceptable Solid Waste in its Acceptable Mixed Loads to enable CRRA to properly determine each Participating Municipality's volume of delivered Acceptable Solid Waste.
 - (4) 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.
 - (5) 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.
- (b) Haulers may not deliver loads containing Acceptable Recyclables that originate from more than one municipality. Loads from municipalities not participating in CRRA's recycling program will not be accepted unless CRRA has authorized such delivery.

4.11 Recycling Facilities Load Rejection Policy

- (a) CRRA or its agent will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the Facility Delivery Standards as determined. Loads may be rejected before or after unloading. If a delivery is rejected after unloading, it is subject to a two hundred dollar (\$200.00) handling charge. If a delivery is rejected after unloading at a Recycling Transfer Station into a transfer station trailer, it is subject to a five hundred dollar (\$500.00) fine for excessive contamination.
- (b) 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.

- (c) 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.
 - (2) They originate from a municipality or municipalities other than a Participating Municipality, unless authorized by CRRA.
 - (3) They are found to be contaminated and/or unprocessable.
 - (4) CRRA has communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without written approval of CRRA.

- (d) 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.

- (e) 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 Recycling 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.

5. BILLING

5.1 Payment of Invoices

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

5.2 Liability for Payment of Invoices

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

5.3 Past Due Invoices

- (a) If a Permittee fails to pay in full any invoice issued by CRRA pursuant to Section 5.1 on or before the close of business of the twentieth (20th) day following the date of such invoice, then such invoice shall be deemed past due and a delayed payment charge of one percent (1%) of the amount past due may be imposed commencing on the thirtieth (30th) day following the invoice date and continuing on a monthly basis following such thirty (30) day period until such invoice is paid in full. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.
- (b) In accordance with *Connecticut General Statutes* Section 22a-220c(c), if a hauler is delinquent in paying any invoice to CRRA for three consecutive months, then CRRA must notify any municipality served by hauler of hauler's delinquency.

5.4 Miscellaneous

If any Permittee fails to pay any invoice under this Section 5 by the due date for such invoice, then CRRA may in its sole discretion deny such Permittee any further access to

the Facilities and/or suspend or revoke its permit for the same until such Permittee pays in full to CRRA all past due invoices including any interest thereon. Additionally, CRRA may at its sole discretion pursue any remedies available to it at law or in equity, including, but not limited to, procuring the amounts owed from such Permittee's guaranty of payment, in order to collect such amounts. In connection therewith, the Permittee shall also be liable for all costs, expenses or attorneys' fees incurred by CRRA in collecting the amounts of past due invoices owed by such Permittee to CRRA, whether or not suit is initiated.

5.5 Return Check Policy

- (a) For each check returned to CRRA, the Permittee will be charged a processing fee of fifty dollars (\$50.00). 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 Facilities 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 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 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 B attached hereto for examples of violations and their applicable sanctions. However, Appendix B is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at any of the Facilities, CRRA may in its sole discretion prohibit such individual from entering the premises of all or any part of the Project for a period to be determined by the Enforcement/ Recycling Director or his/her designee.

- (c) CRRA may in its sole discretion reduce the sanctions authorized in Appendix B if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Project;
 - (2) Delivery of waste from a municipality and representing that such waste is from another municipality (“Misrepresentation of Waste Origin”); and
 - (3) Delivery of an Acceptable Mixed Load(s) of Acceptable Solid Waste that does not conform to the requirements of Section 4.10 herein.
- (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, Connecticut 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 Facilities.
- (g) The Appeal Committee will review the Incident Report and Permittee/hauler Information. The Appeal Committee may consolidate Incident Reports for the purpose of an appeal. 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 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

Policy Guidelines for Accepting Residue from Recycling Facilities

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

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

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

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

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

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

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

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

APPENDIX B

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

EXHIBIT B

CONNECTICUT RESOURCES RECOVERY AUTHORITY

TABLE OF ORGANIZATION

CONNECTICUT RESOURCES RECOVERY AUTHORITY
 TABLE OF ORGANIZATION

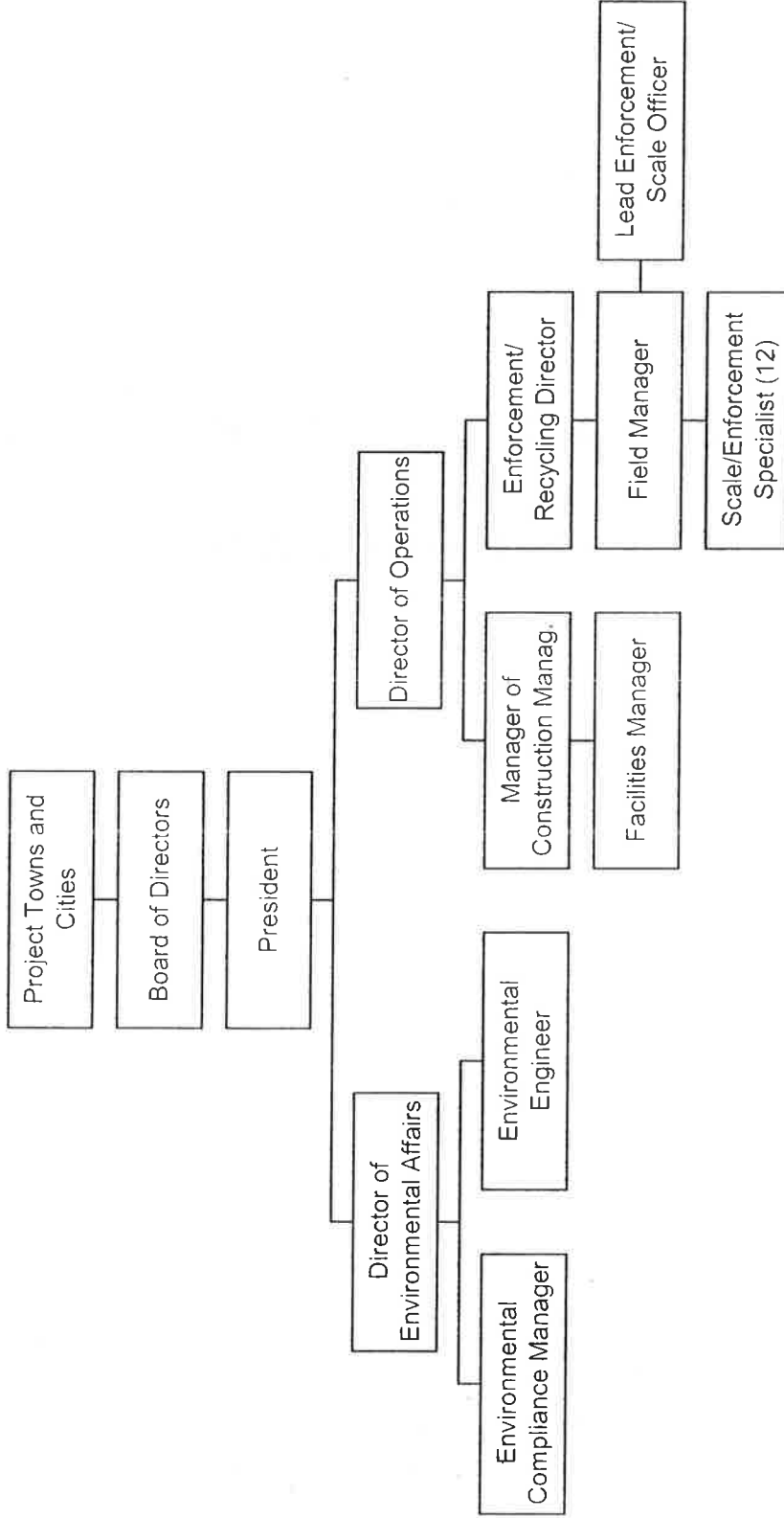


EXHIBIT C

**CRRA PERSONNEL
DUTIES AND RESPONSIBILITIES**

CRRA PERSONNEL DUTIES AND RESPONSIBILITIES

Field Manager

- Manage the activities of the scale/enforcement specialists;
- Ensure that at least one scale/enforcement specialist is at the Transfer Station at any time that it is in operation to perform scale weighing activities.

Lead Enforcement/Scale Officer

- Assist the Field Manager in performing his/her duties and responsibilities.

Scale/Enforcement Specialists

- Perform scale weighing of all CRRA permitted waste and recyclable haulers accessing the Transfer Station and all other CRRA Mid-Connecticut Project facilities;
- Monitor and report on the daily activities of the CRRA contracted operator of the Transfer Station, to insure that the operator is following through with contractual requirements;
- Perform routine checks of incoming waste and recyclables at the Transfer Station and all other CRRA Mid-Connecticut Project facilities to ensure that all waste meets CRRA regulations and is delivered under a valid customer agreement; turn back vehicles and/or waste materials not meeting CRRA regulations;
- Periodically check origins of waste by surveillance of vehicles and examination of waste; and take appropriate action, including reporting all violations to CRRA management;
- Gather evidence of violations and prepares reports for CRRA management; and
- Maintain records of any hauler violations and vehicle tare weights and make recommendations regarding the restriction of repeat violators.

Environmental Compliance Manager

- Prepare and submit to CTDEP quarterly tonnage reports.

Environmental Engineer

- Prepare and submit to CTDEP stormwater monitoring reports.
- Manage septic and tipping floor wash-down tank pumping and cleaning program; and
- Manage stormwater compliance program.

Facilities Manager

- Manage the upkeep and maintenance of the scale and scalehouse.

EXHIBIT D

TRANSFER STATION OPERATOR

TABLE OF ORGANIZATION

**TRANSFER STATION OPERATOR
TABLE OF ORGANIZATION**

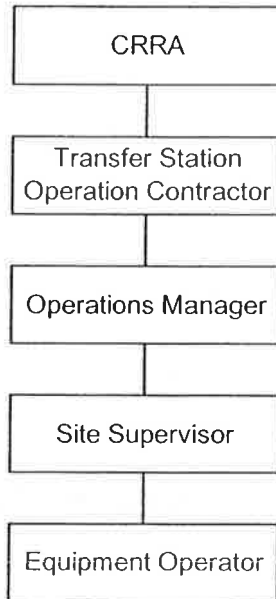


EXHIBIT E

TRANSFER STATION OPERATOR PERSONNEL

DUTIES AND RESPONSIBILITIES

TRANSFER STATION OPERATOR PERSONNEL DUTIES AND RESPONSIBILITIES

Business Manager

- Directly responsible for operation and maintenance of all facilities for which the Transfer Station Operator has responsibility including overseeing facility operation and maintenance staff, personnel safety and scheduling of outgoing shipments;
- Reporting obsolescence of equipment and facilities and submitting recommendations regarding replacements or improvements;
- Reviewing and reporting on facility and equipment condition with regard to current governmental requirements;
- Ensuring that facility properties are in good repair and appearance;
- Directing the proper utilization of all facilities equipment and facilities;
- Reporting periodically to CRRA management on the current status of the facilities and making recommendations on ways to improve efficiency, effectiveness and quality; and
- Ensuring that safety standards are followed.

Site Supervisor

- Directly responsible for operation and maintenance of the Transfer Station, including overseeing facility operation and maintenance staff, personnel safety and scheduling of outgoing shipments;
- Reporting obsolescence of Transfer Station equipment and facilities and submitting recommendations regarding replacements or improvements;
- Reviewing and reporting on Transfer Station facility and equipment condition with regard to current governmental requirements;
- Ensuring that Transfer Station facility property is in good repair and appearance;
- Directing the proper utilization of all Transfer Station equipment and facilities;
- Reporting periodically to the Business Manager on the current status of the Transfer Station and making recommendations on ways to improve efficiency, effectiveness and quality;
- Supervising the implementation of Transfer Station quality standards;
- Organizing and maintaining Transfer Station operation;
- Ensuring that the preventive maintenance schedule is followed;
- Training/arranging for training of new employees;
- Recommending employees for further training;
- Enforcing safety rules and regulations;

- Operate equipment, as necessary; and
- Ensuring that the Transfer Station is kept clean and neat.

Equipment Operator

- Operating the Payloader and Excavator in accordance with the Operations and Maintenance Manual;
- Inspecting material discharged onto the MSW tipping floor to identify any unacceptable wastes and segregating any that are found from other materials;
- Removing all propane tanks in material discharged onto the MSW tipping floor;
- Sorting material discharged onto the MSW tipping floor to identify non-processible waste if, based on operational considerations, non-processibles are being separated at the Transfer Station;
- Reporting any unacceptable wastes to the Site Supervisor and the CRRRA Scale/Enforcement Specialist;
- Regular cleaning of the Payloader and Excavator;
- Loading material from the tipping floor into transfer trailers;
- Moving non-processibles from the MSW tipping floor to the appropriate storage containers if, based on operational considerations, non-processibles are being separated at the Transfer Station;
- Checking Payloader and Excavator oils and other fluids daily;
- Working with other operators to help maintain safety practices;
- Assist in keeping the Transfer Station and the property clean and litter free; and
- Repairing problems or, if that is not possible, reporting them immediately to the Transfer Stations Operations Manager.

EXHIBIT F

CONNECTICUT RESOURCES RECOVERY AUTHORITY

**MANUAL WEIGHT DETERMINATION
FOR BILLING PURPOSES**

MANUAL WEIGHT DETERMINATION FOR BILLING PURPOSES

The following procedure is to be utilized during those periods that the weighing scale and/or the scale computer is not available and computerized tickets cannot be issued at the time of transaction.

1. CRRA and/or its contractor shall keep historical hauling load records for each vehicle or containers which has been permitted by CRRA for disposal at Mid-Connecticut Project facilities. Historical load records shall include all vehicle or container transactions.
2. Historical load records shall be recorded as two (2) averages:
 - (a) The average load weight (xx.xx Tons) of waste material hauled by each vehicle or container over its disposal history while permitted by CRRA.
 - (b) The average load weight (xx.xx Tons) of waste material hauled by each vehicle or container during the previous calendar month.
3. During those periods that the weighing scale or computer system is not available, the greater of the two historical load records (1.a & 1.b.), for that vehicle or container shall be used to determine the estimate load weight for billing and all other contractual requirements between CRRA and the permittee.
4. Historical load records shall be computed monthly. The previous calendar month's records shall become effective on the fifteenth (15) day of the present calendar month and stay in effect through the fourteenth (14) day of the next calendar month.
5. For those vehicles or containers that have not established a historical record, CRRA shall predetermine estimated load weights to be used until actual load records can be established. A minimum of ten (10) transactions with CRRA by that specific vehicle or container shall constitute an acceptable and approved historical record. Historical records shall become effective as outlined in Section 3. All transactions of this type, prior to the effective date outlined in Section 3, shall be based on CRRA's predetermined estimated load weight. Predetermined estimated load weights shall be periodically reviewed by CRRA. CRRA shall determine if future predetermined estimated load weights should be adjusted. Transactions, prior to the implementation of an adjustment, shall not be effected by any adjustments to the predetermined estimated load weights.
6. Each weighing transaction, requiring the use of historical load records, shall be documented on an alternate transaction weight ticket. This ticket shall be completed by an authorized weight recorder and shall be signed by both the recorder and the deliverer of the waste load.

The information to be recorded on the transaction weight ticket shall be as follows:

- Name of the Permit holder;
- Permit number;
- Vehicle number;
- Container number;
- Time;
- Date;
- Material Type;
- Origin;
- Signature of Driver; and
- Signature of Recorder.

EXHIBIT G

CONNECTICUT RESOURCES RECOVERY AUTHORITY

**ELLINGTON TRANSFER STATION
DRAWINGS**

SITE PLAN AND LAYOUT BY KIMBALL CHASE CO.

SITE PLAN BY HRP ASSOCIATES, INC.

