

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION  
AND  
THE DEPARTMENT OF AGRICULTURE**

This memorandum of understanding (“MOU”) is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and the Connecticut Department of Agriculture (“DoAg”) (collectively “Parties”). The purpose of this memorandum is to document the understanding between the Parties regarding the management of shell recovery collection and processing sites (collectively and individually “sites” or “site”) at various locations and settings within the State of Connecticut.

**WHEREAS**, in 2021, Public Act 21-24 expanded Connecticut’s shellfish restoration program by allowing DoAg to acquire, in addition to purchase, shell or other cultch material to deposit on state shellfish beds; to contract to use a shell recovery vessel to collect and deposit cultch on the beds; and to receive and deposit on the beds cultch from oyster shell recovery programs DoAg administers or authorizes; and

**WHEREAS**, DoAg’s oyster shell recovery program requires sites for collecting, sorting, storing and curing the shells for several months outdoors before they are deposited on shellfish beds; and

**WHEREAS**, DoAg will authorize non-profits, municipalities, and other entities to manage sites for collecting, sorting, storing and curing the shells;

**WHEREAS**, DEEP regulates solid waste pursuant to Connecticut General Statutes Chapter 446D and its implementing regulations. Under such authority, DEEP has jurisdiction over the regulation of solid waste facilities, such as municipal transfer stations and other locations where solid waste, generated elsewhere, is received and managed or processed;

**WHEREAS**, it is the desire of both DEEP and DoAg to ensure the greatest possible level of cooperation and coordination between DEEP and DoAg regarding the shell recovery program and to ensure that the program produces the greatest possible environmental benefit.

**Now, therefore, DEEP and DoAG agree as follows:**

A. DoAg agrees to:

1. Provide guidance to prospective shell recovery site operators on the appropriate management standards related to the collection of oyster shells for use as cultch and the sorting, storing and curing of such shells (collectively, “processing”). Such guidance shall include but not be limited to: odor and vector control; nuisance animal control; and visual inspection requirements.
2. Provide a contact at DEEP for applicants that are considering locating their collection or processing at any facility regulated pursuant to section 22a-208a of the Connecticut General Statutes.

3. Regulate shell collection and processing locations in accordance with sections 26-237a and 26-237b of the Connecticut General Statutes, regulations, once adopted, and the best management practices provided in DoAg guidelines entitled *Guidance for Shell Recovery Operations in Connecticut*.
4. Notify DEEP of all oyster shell processing and collection sites regulated by DoAg. Such notification shall identify the site, its location and owner, the name of the operator and the identification number issued to the operations. Should any site that DoAg authorizes to collect or process oyster shells cease shell-related operations, DoAg will notify DEEP of such change in operation.

B. DEEP agrees:

1. To exercise discretion regarding licensing, pursuant to section 22a-208a of the Connecticut General Statutes, for any oyster shell collection or processing sites, provided no other solid waste activities are undertaken at such sites and such sites have obtained authorization from DoAg to operate in accordance with A.3 of this MOU. Nothing in this MOU shall limit or expand the authorization to conduct regulated activities identified by the Municipal Transfer Station general permit.
2. To undertake where appropriate, formal or informal enforcement against the operator or owner of any site used for shell collection and processing who fails to comply with the provisions of paragraph A of this MOU and is in violation of a statute or regulation within DEEP's enforcement authority.
3. That sites selected for processing oyster shells can be co-located at properties where leaf composting is allowed, so long as the oyster shell processing is not located within the footprint of a landfill. Sites selected for processing oyster shells that are co-located where leaf composting is occurring must have adequate space, at minimum 50-feet, to ensure operations are segregated from the leaf composting operation and are subject to the criteria found at sections 22a-208i(a)-1(d)(1)(A) through 22a-208i(a)-1(d)(1)(F) of the Regulations of Connecticut State Agencies.
4. Any oyster shell collection site that is also a processing site shall be regulated in accordance with paragraph A.3 of this MOU.

C. **Violations:** Both DEEP and DoAg agree to notify the other Party if any operator violates any applicable requirement of statute, regulation or DoAg guidance specified in this MOU, including but not limited to those requirements specified in paragraph A.3. Each Party will act in accordance with its respective regulatory authority.

D. **Agency Contacts:** The following individuals are designated to serve as agency contacts unless such agency contact has changed. Any communications or documentation required under this MOU shall be sent to the respective party's contact provided below:

**For DoAg:**

Alissa Dragan  
Supervising Environmental Analyst  
Bureau Aquaculture & Laboratory  
P.O. Box 97  
Milford CT 06460  
Email: [Alissa.dragan@ct.gov](mailto:Alissa.dragan@ct.gov)  
Phone: (203) 874-0696, ext 119


**For DEEP:**

Brent Madho  
Assistant Division Director  
Waste Engineering and Enforcement Division  
79 Elm Street  
Hartford, CT 06106-5127  
E-Mail: [brent.madho@ct.gov](mailto:brent.madho@ct.gov)  
Phone: (860) 424-3092

- E. **Amendments:** Any amendments to this MOU shall be effective only when duly executed by duly authorized representatives of the Parties.
- F. **Cancellation:** Either party may terminate this MOU at any time upon 60 days written notice to the other party.
- G. **Effective date and Amendments:** This MOU shall become effective upon its execution by DEEP and DoAg and shall remain in effect for a period of 10 years unless terminated. This MOU may be modified from time to time or extended, in writing, through mutual written consent of both Parties.
- H. This MOU shall be construed and interpreted in accordance with the laws of the State of Connecticut and shall not be assignable by either party.


**DEPARTMENT OF AGRICULTURE**

Date: 8/8, 2024

By:   
Bryan P. Hurlburt, Commissioner  
Authorized Signature pursuant to CGS §§ 4-8 and 22-4c

**DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION**

Date: August 8, 2024

  
By: \_\_\_\_\_  
Katherine S. Dykes, Commissioner  
Authorized Signature pursuant to CGS §§ 4-8 and 22a-2