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CRRA Memorandum

To: Solid Waste Permit File; **Torrington** Transfer Station
From: Peter W. Egan *pwe*
Re: Provisions in General Permit for a Municipal Transfer Station & the CRRA Site Specific O&M Plan – Torrington Transfer Station
Date: September 19, 2013

CRRA operates the **Torrington Transfer Station** pursuant to the General Permit for a Municipal Transfer Station.

CRRA has developed a Site Specific Operation & Maintenance Plan (O&M Plan), which is substantially consistent with the Facility Operation & Management Requirements of the General Permit (a 40 page Document that is an Appendix to the General Permit). CRRA's O&M Plan was developed as part of the individual solid waste Permit-to-Operate under which the Transfer Station was governed prior to Registration under the General Permit in June 2013.

There are two requirements in the Appendix to the General Permit for a Municipal Transfer Station which are not specifically called out in the CRRA O&M Plan. These are as follows:

1. The requirement to conduct Annual Compliance Audits as contained in Part I (5) in the Appendix to the General Permit.
2. The requirement to inspect 5% of the MSW shipments delivered to the facility for unacceptable quantities of recyclable material, as contained in Part II, (5) K 1 d in the Appendix to the General Permit.

CRRA is responsible for undertaking these two activities, as outlined in the Duties Statement.



**TORRINGTON TRANSFER STATION
OPERATION AND MAINTENANCE PLAN**

Prepared by

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Revised December 18, 2008

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TORRINGTON TRANSFER STATION OPERATION AND MAINTENANCE PLAN

1. INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) developed and began to operate the Torrington Transfer Station in 1988.¹ The Transfer Station is an integral component of the CRRA's Mid-Connecticut Project.² The Mid-Connecticut Project provides Connecticut with a long-term solution for solid waste disposal in accordance with Connecticut state law³ and the Solid Waste Management Plan⁴ developed by the Connecticut Department of Environmental Protection (CTDEP).

The Torrington Transfer Station is constructed on a 4.7-acre parcel on Vista Drive (f.k.a. Old Dump Road) in Torrington, Connecticut. CRRA, in conformance with state law,⁵ has retained a contractor to operate the Torrington Transfer Station (the Transfer Station Operator).⁶ The Transfer Station acts as a transfer point for acceptable municipal solid waste (MSW)⁷ and recyclables⁸ generated in municipalities in the area.

¹ DEP issued a "Permit to Construct" for the Torrington Transfer Station to CRRA on December 30, 1987 (SW-143-4-T) and a "Permit to Operate" on February 24, 1988 (SW-143-6-C). The original permits were only for a solid waste transfer facility. On August 19, 1993 DEP issued to CRRA a Minor Permit Amendment to the "Permit to Operate" for the Transfer Station authorizing CRRA to establish a recycling operation at the Transfer Station. On April 22, 2004 DEP issued a modified "Permit to Operate" (1430666-PO) increasing the acceptable daily tonnage limit and authorizing the use of roll-off containers to collect oversized MSW. On December 18, 2008, CRRA submitted to DEP a timely application for renewal of the "Permit to Operate," which was pending when this revision of the O&M Plan was completed.

² As of December 1, 2008, the Mid-Connecticut Project provided waste management services to 70 Connecticut cities and towns and consisted of the following operating facilities: the Mid-Connecticut Resource Recovery Facility in Hartford (includes the Waste Processing Facility, the Power Block Facility and the Electricity Generating Facility); the Hartford Landfill in Hartford; the Mid-Connecticut Regional Recycling Center in Hartford and four transfer stations (Ellington, Essex, Torrington and Torrington).

³ Connecticut General Statutes Sec. 22a-257 et. seq. (Solid Waste Services Management Act).

⁴ State of Connecticut State Solid Waste Management Plan, Amended December 2006, Changing the Balance; DEP, December 2006.

⁵ Connecticut General Statutes Sec. 22a-259(4) and Sec. 22a-268.

⁶ As of December 1, 2008, the contractor that operates the Torrington Transfer Station for CRRA was Copes Rubbish Removal, Inc. CRRA retains the right to change contractors as circumstances warrant.

⁷ As of December 1, 2008, "acceptable solid waste" was defined by CRRA's "Mid-Connecticut Project Permitting, Disposal and Billing Procedures" (see [Exhibit A](#) to this O&M Plan) as 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 CRRA's Mid-Connecticut Project Permitting, Disposal and Billing Procedures.

"Acceptable solid waste" is divided into two types: (1) processible, which is waste that can be processed into refuse derived fuel (RDF) at the Waste Processing Facility (WPF) portion of the Mid-Connecticut Project Resource Recovery Facility. The RDF is delivered to the Power Block Facility (PBF) where it is incinerated and provides the energy source to generate steam that is used to generate electricity in the Electricity Generating

This Operation and Management Plan (O&M Plan) covers both the MSW and the recyclables activities at the Torrington Transfer Station.⁹ 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."¹⁰ 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.

2. OPERATION

2.1 Daily Operations

The Torrington Transfer Station provides facilities for receiving, weighing, unloading, and transferring MSW and recyclables. Only self-dumping 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.

The configuration for the MSW Transfer Area of the Torrington 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. The Recyclables Transfer Area is also of the "hopper" type, but recyclables are directly unloaded (i.e., dumped) from the delivery vehicle into a transfer vehicle that is on a lower level.

2.1.1 Receiving

Vehicles enter the Transfer Station on a roadway that consists of two, asphalt, twelve-foot wide lanes. 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.

Facility (EGF) and (2) non-processible which is waste that can not be processed into RDF and includes, but is not limited to, household furniture, mattresses, appliances, carpets and rugs, scrap metals, propane tanks and automobile tires.

⁸ As of December 1, 2008, acceptable recyclables included commingled containers (glass, plastic and metal) and paper fiber (newspaper, corrugated cardboard, junk mail, boxboard, magazines, office paper and mixed paper).

⁹ The O&M Plan was originally submitted to CTDEP in 1987 in conjunction with the initial application to construct and operate the Torrington Transfer Station. An O&M Plan for the recyclables operation at the Transfer Station was submitted in connection with the 1992 application to develop such an operation. The O&M Plan was revised in conjunction with an application for a permit modification that was submitted to CTDEP in 2001 and revised and clarified in August 2003. The August 2003 revision reflected the changes sought in the application for a permit modification as well as other changes at the facility that were approved by CTDEP through applicable permit amendments. The O&M Plan was further revised in December 2008 in connection with the permit renewal application.

¹⁰ As of December 1, 2008, the most recent version of the Mid-Connecticut Project Permitting, Disposal and Billing Procedures had an effective date of March 1, 2007.

After passing the signs, an incoming vehicle delivering material (MSW or recyclables) to the Transfer Station proceeds straight ahead on a roadway (two, asphalt, twelve-foot wide lanes that accommodate traffic in both directions) to the scale house.

2.1.2 Weighing

All collection vehicles (MSW and recyclables) are weighed on a truck scale¹¹ 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.

The scale house area has an additional twelve-foot wide pull-off area to accommodate vehicles whose drivers require an extended entrance transaction time.

2.1.3 Unloading

After leaving the scale house, collection vehicles (MSW and recyclables) proceed straight ahead and then bear left to the one hundred thirty (130) foot by one hundred fifteen (115) foot concrete Maneuvering Area. The road leading to the Maneuvering Area consists of two, asphalt, twelve-foot wide lanes (that accommodate traffic in both directions).

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

(a) MSW Deliveries

If the vehicle is delivering MSW, it is directed by a transfer station operator to back onto the eighty (80) foot by seventy seven (77) foot, enclosed tipping floor of the MSW Transfer Building where it tips its load. The tipping floor has the capacity to accommodate up to three vehicles at one time depending on their size. Once the vehicle has discharged its load onto the tipping floor, it is directed to leave the facility.

¹¹ As of December 1, 2008, the scale at the Torrington Transfer Station was an Emery Winslow hydraulic truck scale.

(b) Recyclables Deliveries

If the vehicle is delivering recyclables, it is directed by a transfer station operator to back up to the three-sided, ninety five (95) foot by ten (10) foot Recyclables Transfer Area where it tips its load directly into one of the two load-out bays and into a transfer trailer located on a lower level.

Once the vehicle has discharged into a load-out bay, if the vehicle is empty, it is directed to leave the facility. If the vehicle has two compartments and has another type of recyclable in the second compartment, it is directed to another load-out bay to discharge the remainder of its load and is then directed to leave the facility.

2.1.4 Sorting and Inspection

Scavenging is prohibited at the Transfer Station.

(a) MSW Deliveries

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 Empty Propane Tank Storage Cage.

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 materials¹² 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 MSW¹³) 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.

¹² Non-processible materials are those that can not be processed into RDF for use at the Mid-Connecticut Resource Recovery Facility and include, but are not limited to, household furniture, mattresses, appliances, carpets and rugs, scrap metals, propane tanks and automobile tires (see definition in **Exhibit A**).

¹³ Processible MSW is material that can be processed into RDF for use at the Mid-Connecticut Resource Recovery Facility.

(b) Recyclables Deliveries

The Excavator Operator inspects the recyclables as they are being discharged from the collection vehicle.

2.1.5 Load-Out

(a) 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, if operational circumstances warrant, other non-processibles) have been sorted out (see Section 2.1.4(a)(1)) is loaded by the Payloader Operator using the Payloader into 100-cubic yard, open-top transfer trailers located adjacent to and at a level lower than the tipping floor in the thirty (30) by seventy (70) foot (2 Bay) MSW Load-Out Area.

A stationary Tamping Crane located adjacent to the MSW Load-Out Area on the tipping floor level is used to compact the material that has been loaded into the transfer trailers.

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 2008.)

(b) Recyclables Load-Out

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

Recyclables are discharged from the collection vehicle through a load-out bay directly into 100-cubic yard, open-top transfer trailers located on a lower level. When a transfer vehicle is filled, it leaves the Load-Out Area and proceeds to the scale area where it is weighed. It then proceeds to the CRRA Mid-Connecticut Regional Recycling Center in Hartford, or other properly licensed and permitted recyclables processing facility. (See Section 2.13 for a listing of facilities used during fiscal year 2008.)

(c) Propane, Butane and Acetylene Tank Load-Out

While only propane, butane and acetylene tanks that have been purged and emptied and with valves removed are accepted at the facility, occasionally a tank from which the valve has not been removed is inadvertently included in an MSW delivery. Such tanks are set aside and are managed by a private contractor properly licensed to purge and empty tanks and to remove their valves.

(d) Non-Processible MSW Load-Out

If operational circumstances are such that additional 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 the Hartford Landfill or other 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 (MSW and recyclables) are weighed on a vehicle truck scale upon entry to the Transfer Station prior to discharging their loads¹⁴. While CRRA has retained a contractor to operate the Torrington Transfer Station, CRRA employees staff the scale house and are responsible for weighing vehicles (CRRA Scale/Enforcement Specialists).

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.¹⁵ The CRRA Scale/Enforcement Specialist, based on information provided by the driver of the collection vehicle, enters other information about the shipment including the type of material (MSW, recyclables) 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 base¹⁶ 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.

¹⁴ As of December 1, 2008, the scale at the Torrington Transfer Station was an Emery Winslow hydraulic truck scale.

¹⁵ As of December 1, 2008, the computer scale program was Mettler Toledo's AutoScale program.

¹⁶ As of December 1, 2008, the centralized scale data base was Mettler Toledo's Central Management Reporting System (CMRS).

2.3 Waste Storage Practices

Pursuant to the *Regulations of Connecticut State Agencies* (RCSA) Section 22a-209-9(g)(1), no processible MSW will be stored either on the tipping floor or in a transfer trailer for more than 48 hours of its delivery, with the exception of legal holidays and weekends. No recyclables will be stored in a transfer trailer for more than 48 hours of its delivery, with the exception of legal holidays and 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	350 CY	Tipping Floor	
	100 CY	Transfer Trailer Staging Area	100-CY Transfer Trailer
Recyclables	200 CY	Transfer Trailer Staging Area	100-CY Transfer Trailers
Propane, Butane and Acetylene Tanks	12 tanks	Propane Tank Storage Cage	
Other Non-Processible MSW (bulky items, tires, metals)	120 CY	Roll-Off Storage Area	40-CY Roll Offs

The Transfer Trailer Staging Area is located north of the MSW Load Out Area. The Propane Tank Storage Cage is located in the northeastern corner of the MSW Maneuvering Area. The Non-Processibles Roll-Off Storage area is located on the east side of the MSW Maneuvering Area.

The amount of storage capacity for both recyclables and 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 less than the amount that is permitted to be received at the facility per day, but it is sufficient to meet operational requirements.

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 uses a private contractor to operate the Torrington Transfer Station (the Transfer Station Operator). CRRA pays to the Transfer Station Operator an annual fee for the op-

eration and maintenance of the Transfer Station.¹⁷ In addition, CRRA personnel staff the scale house at the Transfer Station.¹⁸

2.5 Towns Served By The Facility

The Transfer Station acts as a transfer point for MSW (processable and non-processible) and recyclables generated in towns in the area. As of December 1, 2008, the following towns delivered solid waste and/or recyclables to the Torrington Transfer Station:

Barkhamsted ¹⁹	Morris
Canaan	Norfolk
Colebrook	North Canaan
Cornwall	Salisbury
Goshen	Sharon
Harwinton	Torrington
Litchfield	Waterbury
New Hartford ¹⁹	Winchester ¹⁹

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 Torrington Transfer Station is designed to handle is approximately 1,400 tons per day. This is approximately 80% 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 2008 the towns from which material was shipped to the Torrington Transfer Station and the amount in tons of each type of waste that was shipped to the facility.²⁰

¹⁷ The annual operation and maintenance fee CRRA paid to Copes Rubbish Removal (the operator of the facility as of December 1, 2008) to operate and maintain the Torrington Transfer Station in FY 07 was \$521,482.

¹⁸ As of December 1, 2008, the annual cost of a CRRA Scale/Enforcement Specialist was approximately \$63,500.

¹⁹ The towns of Barkhamsted, New Hartford and Winchester constitute Regional Refuse Disposal District #1 (RRDD#1), which is served by the Torrington Transfer Station.

²⁰ A significant portion of the recyclables that are delivered to the Transfer Station are delivered in vehicles that have two compartments, one for commingled containers and one for fiber. CRRA does not usually require such vehicles to be weighed twice, once when entering the Transfer Station and again after one of the compartments

Town	MSW	Commingled Containers	Paper Fiber	Mixed Containers and Fiber	TOTAL
Canaan	808				808
Colebrook	766			164	930
Cornwall	554	59	116		729
Goshen	1,418			296	1,715
Harwinton	2,355	2	0	454	2,811
Litchfield	5,569	63	152	455	6,239
Morris	471				471
Norfolk	882	66	88	25	1,060
North Canaan	2,782	82	149		3,014
RRDD#1	11,347	352	823	679	13,201
Salisbury/Sharon	485	383	738		1,605
Torrington	29,728			2,019	31,747
Waterbury	15,528				15,528
Watertown	37				37
TOTAL	72,731	1,007	2,066	4,093	79,896

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, oversized MSW and propane tanks	650
Recyclables (commingled containers, paper fiber, scrap metal, scrap tires and clean wood)	120

has been emptied. Instead, based on previous trials, CRRRA assumes that two-thirds of the tonnage is attributable to fiber and one-third to containers.

2.9 Waste Generation Rates

MSW acceptance agreements for the Mid-Connecticut Project towns and cities expire in 2012. While the Torrington Transfer Station is in a physical condition such that it could continue to operate well beyond 2012, as of December 1, 2008, 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 materials that will be shipped to the Torrington Transfer Station between fiscal years 2009 and 2012.

Fiscal Year	MSW	Commingled Containers	Paper Fiber	TOTAL
2009	70,200	2,700	4,700	77,600
2010	71,000	2,800	4,900	78,700
2011	71,800	2,900	5,100	79,800
2012	72,600	3,000	5,300	80,900
TOTAL	285,600	11,400	20,000	317,000

2.10 Acceptable Wastes

(a) MSW

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

(b) Recyclables

Recyclables that are accepted at the Torrington Transfer Station are specified in Exhibit A (see "Acceptable Recyclables," Section 1.1(a)).

2.11 Unacceptable Wastes

(a) MSW

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

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.

(b) Recyclables

Recyclables that are unacceptable at the Torrington Transfer Stations are specified in Exhibit A (see "Unacceptable Recyclables," Section 1.1(gg)).

2.12 Incompatible Waste Streams

As of December 1, 2008 there were no unique waste streams shipped to the Torrington 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 2008 the facilities to which material was shipped from the Torrington 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.

If, due to operational circumstances, CRRA separates and ships non-processible MSW from the Torrington Transfer Station, such non-processible MSW will be shipped to the Hartford Landfill or other properly licensed and permitted facility.²¹

Facility	MSW	Commingled Containers	Paper Fiber	TOTAL
Albreda Refuse, Torrington, CT	557			557
CRRA Bridgeport RRF, Bridgeport, CT	1,748			1,748
CRRA Mid-CT IPC, Hartford, CT		2,551		2,551
CRRA Mid-CT RRF, Hartford, CT	56,869			56,869
CRRA Wallingford, RRF, Wallingford, CT	1,118			1,118
Newark America, Fitchburg, MA			4,541	4,541
Ontario County LF, Stanley, NY	2,060			2,060
Windsor LF, Windsor, CT	9,376			9,376
TOTAL	69,424	2,551	4,541	76,516

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 Torrington Transfer Station (the Transfer Station Operator).²²

3.1 Connecticut Resources Recovery Authority

3.1.1 Organizational Chart

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

²¹ As of December 1, 2008, such material is being shipped to Albreda Refuse in Torrington, Connecticut.

²² As of December 1, 2008, the contractor that operates the Torrington Transfer Station for CRRA was Copes Rubbish Removal, Inc.

3.1.2 Duties and Responsibilities

The Enforcement/Recycling Division of CRRA's Operations Department has primary responsibility for overseeing the operation of the Torrington 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 Torrington 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.²³

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 Torrington 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.²⁴

²³ As of December 1, 2008, CRRA employed the following CTDEP Certified Operators as scale/enforcement specialists: Mark Bordonaro, Jack Hodges, Alan Jerome, Robert Morato, Melinda Ortiz, Nino Pettinato, Valentino Pettinato, Phil Ransom, Charles Revoir, Scott Sears and Quentin Walton. CRRA does not permanently assign individuals to one particular transfer station. One or more of the above individuals was assigned to the Torrington Transfer Station whenever it was operating.

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.²⁵ 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 Torrington Transfer Station are equipped with cellular telephones that have a direct connect capability. A telephone system also provides communication from the scale house to the transfer building. All phone lines are underground.

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 CRRRA's centralized Billing Department on the next business day. The data includes for MSW and recyclables, the weight (tonnage) of each type of MSW and recyclable, the town/city of origin of the material and the identity of the hauler that delivered the material. CRRRA'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 CRRRA's Mid-Connecticut Project facilities and prepare bills and other reports on the tonnage delivered to the facilities.

²⁴ As of December 1, 2008, Copes Rubbish Removal, the firm that operated the Torrington Transfer Station, employed the following CTDEP Certified Operators: George Reardon, Dan Poulin, Bill Dunbar, Jr., Ray Leach, Mark Voluckas and Doug Allyn. Typically, Mr. Reardon and/or Mr. Poulin are assigned to the Torrington Transfer Station whenever it was operating. If one of these individuals is unavailable, there are replaced by one of the company's other certified operators.

²⁵ As of December 1, 2008, the Transfer Station was open to receive waste Monday through Saturday from 6:00 AM to 2:30 PM.

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 Torrington Transfer Station.

4.3 Maintenance and Operating Costs

CRRA's Torrington 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.

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.²⁶

CRRA is responsible for the maintenance of the truck scale. CRRA has contracted with a private firm for maintenance of the scale.²⁷ CRRA maintains the scale registration with the Connecticut Department of Consumer Protection.²⁸

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 Torrington Transfer Stations 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.

²⁶ As of December 1, 2008, Copes Rubbish Removal, the operator of the Torrington Transfer Station, used its own staff to maintain all of the Transfer Station equipment.

²⁷ As of December 1, 2008, CRRA scale maintenance contactor was Modern Scale Co. LLC.

²⁸ As of December 1, 2008, the Department of Consumer Protection registration number for scale was DEV.0003272.

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 Torrington Transfer Station has an on-site septic system. The system consists of a 1,250 gallon septic tank and a 12-foot long, Type A, leaching gallery. The system services the scale house sanitary wastes. The level of the liquid in the septic tank is measured weekly and the tank is 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 level of leachate in the holding tank is measured weekly 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".²⁹

7. TRAFFIC

7.1 Traffic Flow To And From The Facility

The majority of MSW and recyclable collection vehicles accessing the Transfer Station arrive via Route 8 (a four-lane, limited access highway) and/or Route 118 to South Main Street to Vista Drive (f.k.a. Old Dump Road). From Vista Drive, vehicles bear right into the Transfer Station.

In-bound MSW and recyclables transfer vehicles all arrive via Route 8 and Route 118 to South Main Street to Vista Drive. Empty MSW and recyclables transfer trailers proceed along the left driveway entrance for immediate access to either the MSW or recyclables load-out areas.

²⁹ As of December 1, 2008, the "General Permit for the Discharge of Stormwater Associated with Industrial Activity" that was in effect was issued October 1, 2002, revised July 15, 2003 and renewed for one year on October 1, 2007. The discharge from the Torrington Transfer Station was registered under the General Permit by Permit No. GSI000521.

Traffic flow is based on CRRA's experience with the amount of MSW and recyclables that have been delivered to the Transfer Station. As of December 1, 2008, the average number of trucks arriving per day over the preceding two Fiscal Years and the amount of material per truck was as follows:

Material	Trucks/Day	Tons/Truck
MSW	42	5.81
Commingled Containers	2	3.26
Paper Fiber	2	6.23
Mixed Containers and Fiber ³⁰	12	1.30
Total	57	

Fifty seven trucks per day in an 8.5 hour workday, is equivalent to 6.7 trucks per hour.

The average payload per transfer trailer for each material is as follows:

Material	Trucks/Day	Tons/Truck
Processible MSW	13	19.61
Commingled Containers	2	6.40
Mixed Fiber	1	14.38
Total	16	

The payload per non-processible MSW roll-off, if used, is estimated at 9.0 tons.

7.2 Traffic Flow On Site

All of the on-site roads used by delivery trucks are have two, asphalt, 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 Area and the Recyclables Transfer Area³¹ at any one time, the Transfer Station is able to accommodate a significantly larger number of trucks without

³⁰ Vehicles delivering recyclables typically deliver paper fiber loads and commingled container loads on the same truck, but in different compartments. Such trucks are indicated in this list as "Mixed Containers and Fiber."

³¹ For the MSW Transfer Area, if necessary, three (3) trucks can discharge waste onto the tipping floor at one time. For the Recyclables Transfer Area, two (2) trucks can discharge recyclables into the load-out bays at one time.

significantly increasing the turnaround time. In addition, empty transfer trailers are kept on site so that an empty one is available when an MSW or recyclables transfer trailer becomes full.

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 Torrington 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 Torrington Transfer Station is the following:

- (a) Truck scale;³² and
- (b) Tamper Crane (used for compacting MSW into outbound containers).³³

8.1.2 Rolling Stock

The following is a list of equipment used to manage MSW and recyclables at the Torrington Transfer Facility.

- (a) Payloader (used for managing MSW);³⁴
- (b) Excavator;³⁵ and
- (c) Small sweeper.

This equipment is dedicated to the site.

³² As of December 1, 2008, the scale was an Emery Winslow hydraulic truck scale.

³³ As of December 1, 2008, the Tamper Crane was a Barko 016A Tamper Crane

³⁴ As of December 1, 2008, the Payloader was a John Deere 544J Payloader.

³⁵ As of December 1, 2008, the Excavator was a Bobcat 2410 Excavator.

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 John Deere 544J Payloader or equivalent; and
- (b) The Excavator must be a Bobcat 2410 Excavator or equivalent.

9. FIRE PROTECTION

9.1 Fire Protection Water

Fire protection water for the Torrington Transfer Station is supplied through an on-site hydrant connected to the City of Torrington public water system.

9.2 Fire Protections Systems

The Torrington 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 the Torrington Fire Department or other local monitoring system. 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 Torrington 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 Torrington Transfer Station during fiscal year 2008.)

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 Torrington 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) 274-1444
After Hours	(860) 274-6129
Routine Calls:	
Torrington Police Department	489-2046
Torrington Fire Department	489-2255

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 Torrington 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 require-

ments 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 Torrington 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 unsafe 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 fire fighting 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 in the Torrington 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

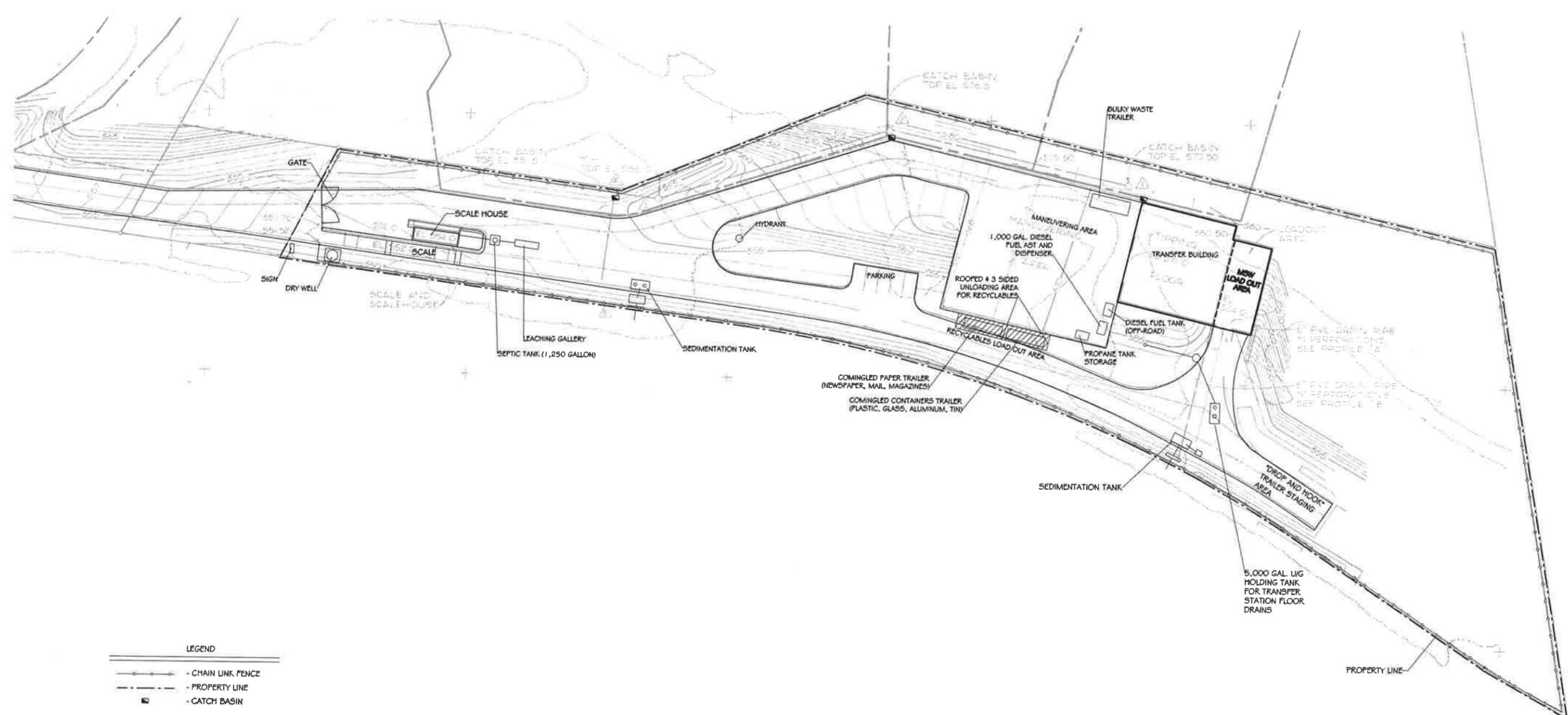
All requisite Transfer Station Operator employees must complete the following training:

- (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.

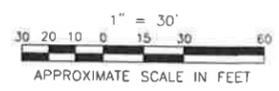
An employee is responsible for all maintenance and upkeep of any form of PPE. If an article of PPE becomes damaged, it should be immediately reported to the employee's supervisor.



- LEGEND**
- CHAIN LINK FENCE
 - PROPERTY LINE
 - CATCH BASIN

SITE PLAN

CONNECTICUT RESOURCES RECOVERY AUTHORITY
 TORRINGTON TRANSFER STATION & RECYCLING CENTER
 TORRINGTON, CONNECTICUT



REVISIONS		
NO.	DATE	DESCRIPTION
1	2/9/06	Revised per CRR

HRP Associates, Inc. <small>Environmental Engineering & Hydrogeology Creating the Right Solutions Together Connecticut, New York, Pennsylvania, South Carolina 187 Scott Swamp Road Farmington, Connecticut 06032 Ph: (860)674-9670 Fax: (860)674-9624 www.hrpassociates.com</small>	DESIGNED	WJG	1" = 30' ±	SHEET 1 OF 1	
	DRAWN	BOB	12/5/05		
	CHECKED	AGF	CRR0123.SW		PROJECT NO.
	APPROVED	WJG	SCALE		SHEET NO.

EXHIBIT A

CONNECTICUT RESOURCES RECOVERY AUTHORITY

MID-CONNECTICUT PROJECT

**PERMITTING, DISPOSAL AND BILLING
PROCEDURES**



**CONNECTICUT SOLID WASTE SYSTEM
PERMITTING, DISPOSAL AND BILLING
PROCEDURES**

Effective November 16, 2012

CONNECTICUT RESOURCES RECOVERY AUTHORITY
CONNECTICUT SOLID WASTE SYSTEM
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, 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, 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 as defined herein deemed acceptable by CRRA in its sole discretion. Acceptable Solid Waste shall not include any Acceptable Recyclables, 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) “Connecticut Solid Waste System” shall include the Facilities.
 - (i) “**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.

- (j) **“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.
- (k) **“Effective Date”** shall mean November 16, 2012.
- (l) **“Facility”** shall mean CRRA’s waste processing facility located at 300 Maxim Road in Hartford, Connecticut 06114.
- (m) **“Facilities”** shall mean the Waste Facilities and the Recycling Facilities.
- (n) **“Guarantyof Payment”** has the meaning set forth in Section 2.3.
- (o) **“Hauler Agreement” shall mean an agreement between CRRA and any Waste Hauler for the delivery of recyclables and/or solid waste to the Facilities, including without limitation a Mid-Connecticut Waste Disposal System Solid Waste and Recyclables Delivery Agreement or a Connecticut Solid Waste System Solid Waste and Recyclables Delivery Agreement.**
- (p) **“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 landfill, as applicable. **“Hazardous Waste”** shall also include such other waste as deemed by CRRA in its sole discretion to be **“Hazardous Waste.”**
- (q) **“**

- (r) “**Mixed Load**” shall mean Solid Waste from more than one municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Facilities.
- (s) “**Municipal Solid Waste Management Services Agreement**” or “**MSA**” shall mean the Agreement between CRRA and a Participating Municipality for the processing and disposal at the Facilities of Acceptable Solid Waste and/or Acceptable Recyclables generated by the Participating Municipality within its boundaries.
- (t) “**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.
- (u) “**Non-CRRA 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.

- (v) **“Operator”** or **“Operators”** shall mean the organization or personnel in such organization under contract with CRRA for the operation of any of the Facilities.
- (w) **“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.
- (x) **“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 Agreement or made special arrangements with CRRA for the processing and disposal of Acceptable Solid Waste and/or Acceptable Recyclables at the Facilities. Please refer to the CRRA web site (<http://www.crra.org>) for a list of Participating

Municipalities for solid waste services and a list of Participating Municipalities for recycling services.

- (y) **“Permit Application”** has the meaning set forth in Section 2.1.
 - (z) **“Permit Number”** shall mean the vehicle identification number assigned by CRRA to a Permittee’s waste transportation vehicle for use at the Facilities.
 - (aa) **“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.
 - (bb) **“Private/Non-Commercial Hauler”** shall mean a person or firm who does not derive income from the collection, transportation or disposal of waste.
- “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 System.
 - (dd) **“Recycling Residue”** shall mean Solid Waste remaining after the Recycling Facility or any Non-CRRA 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 for transport to the Recycling Facility or a Non-CRRA Recycling Facility for processing.
 - (ff) **“Scrap/Light Weight Metals”** shall mean 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 Energy and Environmental Protection (“DEEP”) 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 Solid Waste 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;; 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 any additional municipal solid waste facility (ies) deemed to be economically or operationally necessary by CRRA to fulfill its mission under the Connecticut General Statutes..
- (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 amend and supercede in their entirety the Mid-Connecticut Project Permitting, Disposal and Billing Procedures. These procedures may be further 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 Agreement. In the event of any conflict between these procedures and any Municipal Solid Waste Management Services Agreement, 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 "Hauler Agreement"

- (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. At its sole and absolute discretion, CRRA may increase a guaranty of payment for any Permittee that fails to meet payment terms in accordance with Section 5.1.

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 within twenty (20) days before the end of each fiscal year. CRRA does not charge a fee for renewal of permits. 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 effect on Permittee's delivery schedules or weight records and shall include the effective dates of such changes. Such changes of Permittee's business operation shall include, but not be limited to, the following:
 - (1) Changes in name or mailing address;

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

3.2

(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 as specified by the most recent version of ISO Form Number CG 001 (occurrence).
- (2) Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto).
- (3) Workers' Compensation insurance as required by statute and employers' liability insurance.

(b) Minimum Limits

Permittee shall maintain the following limits of liability for the insurance described above:

- 1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury

2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage
 - b. Include Owned, Hired and Non-Owned Auto Liability
 3. Workers' Compensation: Statutory Limits
 4. Employers' Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
- (c) Each applicant or Permittee shall submit along with its permit application 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 below. .
- (d) All policies for each insurance required above shall contain the following provisions:
1. CRRA, its subsidiaries, officials and employees are to be covered as additional insured on a primary and non-contributing basis on the following insurance policies purchased by the Permittee:
 - a. Commercial General Liability
 - b. Automobile Liability
 2. The Permittee agrees to notify CRRA at least thirty (30) days in advance of any cancellation or change to insurance coverages required herein. Further it shall be an affirmative obligation upon Permittee to CRRA's Risk Manager at Fax No. 860-757-7740, e-mail lmartin@crra.org or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, CT 06103-7741 within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of the Permit.
 3. The Permittee shall waive (and require their insurers to waive) subrogation rights against CRRA for losses and damages incurred under the insurance policies required by this Permit.
 4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) Permittee's insurance is to be placed with insurers with current A.M. Best ratings of not less than A- VIII, and be lawfully authorized to conduct business in the state(s) or

jurisdiction(s) where the work is being performed, unless otherwise approved by CRRA.

- (f) 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, Automobile Liability insurance and Employers' Liability insurance.
- (g) Permittee shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein.
- (h) All Certificates of Insurance must be received and approved by CRRA before any Permit is issued.
- (i) Permittee shall provide new Certificates of Insurance upon renewal or replacement of any insurance required. 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.
- (j) No provision of this Section 3 shall be construed or deemed to limit any Permittee's obligations under these procedures to pay damages other costs and expenses.
- (k) 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.
- (l) For purposes of this Section 3, the terms applicant or Permittee shall include subcontractor thereof.

3.3 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 4.9(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 4.9(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 4.9(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-CRRA Recycling Facility for disposal at the Waste Facilities subject to any terms and conditions that CRRA may require.

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 by vehicles delivering Acceptable Solid Waste from outside the City of Hartford shall be by State Highway or Interstate Highway entrances to 1-91 and proceeding to 1-91 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 1-91.

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 or C.

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 or C.

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 and/or the Operator will direct all vehicle traffic at the Facilities.
- (c) 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. No vehicles shall approach any scale until directed by the scale house attendant. Each vehicle shall have its driver side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- (f) The speed limit on all roadways of the Facilities is 15 M.P.H., unless otherwise posted.
- (g) When positioned on the scale, the vehicle driver shall inform the scale house attendant of the municipality from which the load originated.
- (h) When directed by the scale house attendant, a driver shall proceed with caution to the tipping floor or bay and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- (i) 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.
- (j) All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- (k) No drainage of roll-off boxes is allowed on the premises of any Facilities.
- (l) Roll-off or compactor boxes shall not be turned around on site.
- (m) Drivers must latch and unlatch packers in the disposal area.
- (n) 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.
- (o) 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.
- (p) Drivers who wish to hand clean their truck blades must do so in areas designated by CRRA and/or the Operators.
- (q) Upon the direction of the scale house attendant, vehicle drivers shall discharge loads in a specially designated area to facilitate load verification.
- (r) Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- (s) All vehicles and personnel shall proceed at their own risk on the premises of all Facilities.

- (t) No loitering is permitted at any of the Facilities.
- (u) 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.
- (v) At all times while on Facilities' premises, the drivers shall comply with CRRA's and/or the Operator's instructions.
- (w) 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.
- (x) 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.
- (y) 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.
- (z) 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.
- (aa) Mechanical densifying of aluminum containers and plastic containers is allowed (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.
- (bb) 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.
- (cc) 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.
- (dd) Due to poor quality of pre-sorted bottles and cans previously delivered, CRRA does not encourage delivery of pre-sorted containers. Any municipality or waste hauler wishing to deliver presorted containers must first obtain written approval from CRRA.
- (ee) 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 notice of the origins 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 entire Acceptable Mixed Load must contain only Acceptable Solid Waste that is charged the same tip fee. Any Acceptable Mixed Load that contains Acceptable Solid Waste subject to different tip fees shall be charged the highest tip fee that is charged to any of the Participating Municipalities from which the waste originated.
 - (2) The Permittee/hauler shall use its best efforts to identify and provide CRRA notice of the origins 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.
 - (3) 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 by CRRA to be disposed of at such Waste Facility.

- (4) 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 Designee will reject loads if they include unacceptable levels of contamination, if they are unprocessable, or if they otherwise do not meet the terms and conditions hereof. 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 unacceptable if any of the following apply:
 - (1) They originate from more than one municipality.
 - (2) They are found to be contaminated and/or unprocessable.
 - (3) CRRA has previously communicated in writing to the hauler that the load or loads cannot be delivered to the Recycling Facilities without prior 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

- (a) 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 in full such invoice within twenty (20) days from the date of such invoice or within the time specified in Permittee's specific contract with CRRA. If a Permittee's specific contract language with CRRA differs from the foregoing, then the specific contract language of Permittee shall prevail.

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

- (b) 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 or within the time specified in Permittee's specific contract with CRRA, 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.
- (c) 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 A attached hereto for examples of violations and their applicable sanctions. However, Appendix A is not, nor is it intended to be, a complete listing of all violations and applicable sanctions.
- (b) In the event that an individual/Permittee disrupts the operation of, or creates a disturbance or acts in an unsafe or unruly manner at 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 A if CRRA determines that the circumstances involving the offense warrant such reduction.
- (d) In addition to any other violations of these procedures, sanctions shall be imposed by CRRA for the following:
 - (1) Any breach by Permittee of any of its obligations under these procedures or any agreement between Permittee and CRRA for the delivery of Acceptable Solid Waste by Permittee to the Facilities;
 - (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 will be considered clear and any subsequent violation after the six (6) month period will 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) If the Permittee/hauler's request to initiate the appeals process is granted, any monetary fine(s) imposed against it in accordance with Appendix A shall be stayed pending the final decision of the Appeals Committee. If the appeal is denied or the monetary fines are reduced by the Appeals Committee, Permittee/hauler will be invoiced accordingly and the amount shall be paid in full by such Permittee/hauler within twenty (20) days from the date of such invoice.
- (g) 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.
- (h) 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.

- (i) 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 Agreement and with the applicable provisions of law. If any inconsistency should nevertheless appear, the applicable provisions of the Municipal Solid Waste Management Services Agreement 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.

(f) ss

APPENDIX A

Number of Violations	Safety Violations	Maintenance Violations	Hazardous Waste Violation	Non-Processible & Unacceptable Waste Violation	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 and any delivery of Unacceptable Waste	Misrepresentation of Origin of Delivered Waste	Any Use of Permittee's Vehicle On Non-Authorized Truck Route
1st	\$250.00	Written Warning to the Permittee	\$1,000.00	Written Warning to the Permittee	Written Warning to the Permittee	Written Warning to the Permittee
2nd	\$500.00	\$100.00	\$1,500.00	\$100.00	\$500.00	\$250.00
3rd	\$1,000.00	\$250.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00
4th	\$1,500.00	\$750.00	\$3,000.00	\$750.00	\$1,500.00	\$1,000.00
5th	\$2,000.00	\$1,250.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,500.00
6th	\$2,500.00	\$2,500.00	\$5,000.00	\$1,500.00	\$2,500.00	\$3,000.00

Notes:

1. First, all Violations are done **By Disposal 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 CRRA.

EXHIBIT B

CONNECTICUT RESOURCES RECOVERY AUTHORITY

TABLE OF ORGANIZATION

CONNECTICUT RESOURCES RECOVERY AUTHORITY
TABLE OF ORGANIZATION

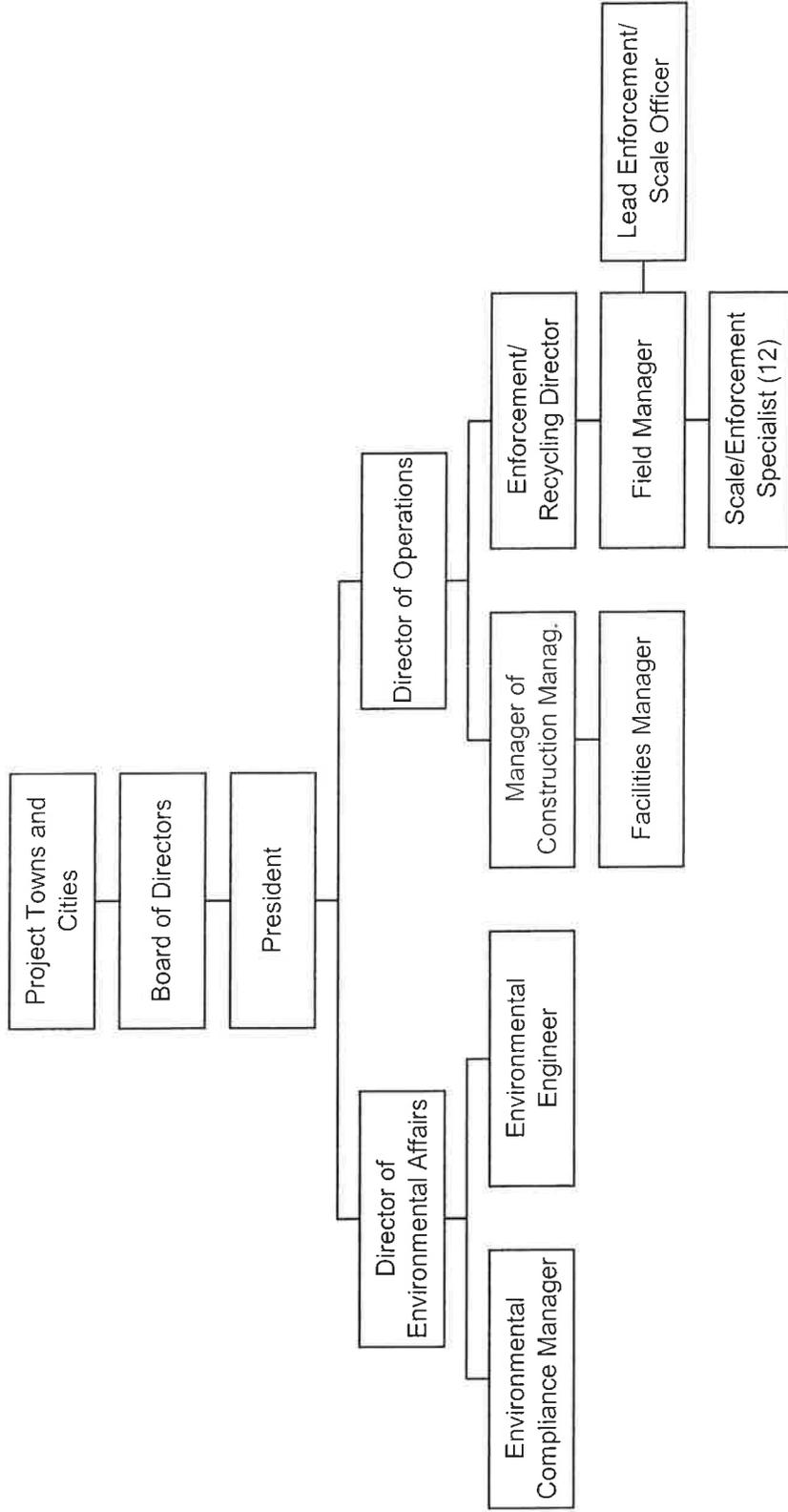


EXHIBIT C

**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**

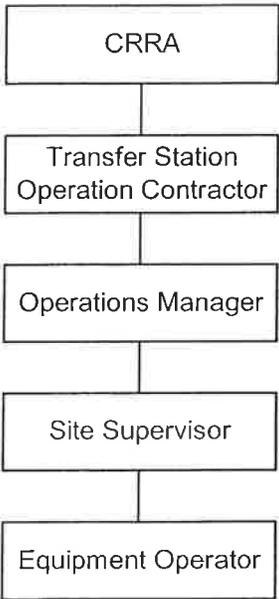


EXHIBIT E

**TRANSFER STATION OPERATOR PERSONNEL
DUTIES AND RESPONSIBILITIES**

TRANSFER STATION OPERATOR PERSONNEL DUTIES AND RESPONSIBILITIES

Operations/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;
- As a member of Stormwater Pollution Prevention Team, implement duties as detailed in the transfer station's Stormwater Pollution Prevention Plan; 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;
- Manage septic and tipping floor wash-down tank pumping and cleaning program;
- As member of Stormwater Pollution Prevention Team, implement duties as detailed in the transfer station's Stormwater Pollution Prevention Plan;
- 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 Front End Loader 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 CRRA Scale/Enforcement Specialist;
- Regular cleaning of the Front End Loader 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 Front End Loader 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.