



HOUSATONIC RESOURCES RECOVERY AUTHORITY
Executive Committee Meeting
Friday, February 01, 2019 12:00 p.m.
HRRRA Office
162 Whisconier Rd, Brookfield, CT 06804

AGENDA

1. Call to order
2. Approval of minutes of June 25, 2018 (Attachment A)
3. * Letter from Oak Ridge regarding Regional Waste and Recycling Contract MSW Tip Fee (Attachment B) – *Executive session anticipated for this item.*
4. * Adjournment

*Action Item

cc: HRRRA members and alternates
Town clerks and FOI list

HOUSATONIC RESOURCES RECOVERY AUTHORITY
Executive Committee Meeting
Monday, June 25, 2018, 9:30 a.m.
100 Pocono Rd., Broofei



MINUTES

Chairman Rudy Marconi called the meeting to order at 9:31 a.m. Members in attendance were M. Knickerbocker, S. Dunn and H. Rosenthal. Also, in attendance was J. Heaton-Jones, Executive Director.

Approval of Minutes

Motion by M. Knickerbocker, second by S. Dunn to approve the minutes of the Executive Committee meeting of June 6, 2018, as presented. **Vote:** All in favor

Personnel Policy

The Director presented a draft edited copy of the Personnel Policy (Attachment A) to the Executive Committee for review. Prior to the Executive Committee meeting the Human Resource Director of the Town of Ridgefield worked with J. Heaton-Jones and R. Marconi to make the suggested changes. Proposed deleted content was marked in red and added content was marked in blue.

The Committee discussed the policy in detail and the results are in the attached edited policy marked "Revised 6/25/18". New content is highlighted in yellow. The Committee will meet again to approve the final version. Date to be determined.

J. Heaton-Jones and H. Rosenthal will work together to purchase a life insurance policy per the Personnel Policy terms.

Adjournment

On a **motion** by S. Dunn, second by M. Knickerbocker, the meeting was adjourned at 10:23 a.m. **Vote:** All in favor.

Minutes Respectfully Submitted by,
Jennifer A. Heaton-Jones, HRRRA Director

ATTACHMENT A

HOUSATONIC RESOURCES RECOVERY AUTHORITY

PERSONNEL POLICIES / EMPLOYEE HANDBOOK

Adopted 05/13/92
Revised 06/11/92
Revised 11/10/04
Revised 05/09/05
Revised 02/09/06
Revised 04/21/11
Revised 04/19/12
Draft Revisions 6/25/18

NOTICE

This handbook is designed to provide a convenient reference for the employees of the Housatonic Resources Recovery Authority (HRRRA) with respect to personnel practices, policies and benefits.

This handbook has been duly approved by the Authority and is applicable to all employees, full and part-time of HRRRA.

This handbook and the policies and practices referenced herein do not create any contractual rights between you and the HRRRA. Your employment with HRRRA is “at will” and for no stated term. As such, your employment may be terminated at any time with or without a reason.

HRRRA reserves the right to amend its employment policies and practices from time to time at its discretion and in accordance with applicable law. You will be provided with notice of any such changes.

EQUAL EMPLOYMENT OPPORTUNITY

The HRRRA provides equal employment opportunities for all its employees and applicants for employment as required by law. Except in the case of a bona fide occupational qualification or need or as otherwise permitted by law, all employment decisions are made without regard to race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information, veteran status, or any other basis prohibited by law. Employment decisions include, but are not limited to recruitment, hiring, promotion, demotion, transfer, compensation, benefits, training, layoff, and termination. For more information about HRRRA’s policy of non-discrimination, please contact the Director of HRRRA.

HRRRA PERSONNEL COMMITTEE – The Housatonic Resources Recovery Authority, hereinafter referred to as HRRRA shall establish a HRRRA Personnel Committee consisting of the Officers of the HRRRA.

- 1. CLASSIFICATION OF EMPLOYEES** –Employees regularly working 30 hours or more per week are classified as full-time, while employees working less than 30 hours per week shall be classified as part-time. Full-time employees are eligible for the benefits described herein. Only those part-time employees who regularly work a minimum of twenty hours a week are eligible for all the part-time fringe benefits described herein with the exception of the SEP IRA pension plan which shall be available to all employees. Part-time employees who work a minimum of fifteen hours per week but less than twenty hours per week are eligible only for the part-time fringe benefits described in Section 14, as well as the SEP IRA pension plan which is available to all employees.
- 2. COMPENSATION AND PAY PRACTICES** – Initial wage or salary rates are negotiated before employment and become a condition of that employment. Employees are paid on the 15th and 30th (or last day) of each month. Compensation is reviewed on an annual basis and employees will be notified of any changes at the start of the fiscal year (July 1). Payments for benefits available to eligible part-time employees shall be pro-rated based on the average daily hours worked per week and assuming a five day work week.
- 3. TRANSPORTATION AND MEAL REIMBURSEMENTS** – All employees are expected to provide their own transportation to and from work. However, employees may be authorized by the Director to use their private automobiles for official business. The rate of compensation shall be the current IRS limit/per mile. Other transportation related expenses, if approved by the Director, shall be reimbursed by the Authority. The cost of meals directly related to the performance of job duties is also reimbursable.
- 4. AFTER-HOUR MEETINGS** – Full time **exempt** employees shall be required to attend after-hour meetings as part of their regular duties. Requests for such attendance shall be honored when issued by HRRRA, HRRRA members acting individually on HRRRA issues relating to local affairs, and other civic or special interest groups as determined by the Director.
- 5. PROBATIONARY PERIOD** –Newly hired or promoted employees shall be placed on a an initial six month probationary status. The employee’s performance shall be evaluated at three months and again at five months. At any time during the probationary period, the Director may separate an employee whose performance is deemed not to meet the required standards. A written notice shall set forth the reasons for dismissal. Upon the successful completion of the probationary period, the Director shall place in the employee’s personnel file a written verification of the completion of the probationary period. Employees who have successfully completed the initial probationary period become eligible to use any available paid leave.

The same procedure shall apply to the Director’s position except that the HRRRA Personnel Committee shall review the Director’s performance and shall verify in writing the completion of the probationary period.

An employee whose job performance is less than satisfactory may be placed on a probationary period of a defined length during which the employee must demonstrate improved job performance in accordance with written standards established by the employee's supervisor.

HRRA does not offer tenure or any other form of guaranteed employment. Either the Company or the employee can terminate the employment relationship at any time, with or without cause, with or without notice. This is called Employment At-Will.

This employment at-will relationship exists regardless of any other written statements or policies contained in this Handbook or any other HRRA documents or any verbal statement to the contrary.

Progressive Discipline and Employment At-Will: While the Company may elect to follow its progressive discipline procedure, HRRA is in no way obligated to do so. Using progressive discipline is at the sole discretion of the employer in an employment at will workplace.

Exceptions to the Employment At-Will Policy:

No one except the HRRA Chairperson, **with the approval of the Executive Committee** can enter into any kind of employment relationship or agreement that is contrary to the previous statement. To be enforceable, such relationship or agreement must be in writing, signed by the Chairperson, and notarized.

6. PERFORMANCE EVALUATION –

Each employee shall perform his or her job in a satisfactory manner in compliance with the performance expectations identified in the employee's position description and the goals and standards set by the HRRA. The performance of all employees shall be reviewed in writing by the employee's supervisor annually in the month of April. Supervisors may also conduct evaluations as needed to address ongoing performance concerns. Employees shall be offered an opportunity to review and comment on their performance evaluation before it is placed in their personnel file.

7. TERMINATION OF EMPLOYMENT- Employees whose service is terminated by resignation, death, dismissal or otherwise shall be entitled to a pro rata share of the vacation entitlement for the year less any used vacation days. Employees will not be compensated for any unused, accrued sick leave, paid time off, or holidays upon termination.

8. RESIGNATION - Employees who anticipate having to resign their position with the HRRA are expected to notify the Director, in writing, at least two (2) weeks in advance of **the date that they intend to leave**. The reason for leaving should be stated in the letter of notice. The Director shall forward the resignation to the Personnel Committee.

9. DISMISSAL - The Director may terminate the employment of personnel under his or her supervision with the approval of the Personnel Committee.

10. PENSION PLAN – At the end of each quarter, eligible employees’ SEP custodians will receive 7.5% of the employee’s wages earned for the most recent quarter, but no more than allowed by the IRS limits. Pension plan benefits for new employees shall start to accrue the day following the successful completion of their initial probationary period. Employees terminating their employment with the HRRRA shall receive the value of the pension benefit up until the date of termination of employment. The maximum upper limit of HRRRA’s contribution to an employee’s SEP account shall be identical to the federally defined maximum limit. The employee must exhibit proof of establishment of a SEP at the time payment is made, which will be made directly from the HRRRA to the SEP custodian. HRRRA will make payments into SEP accounts on a quarterly basis. Funding of this plan can be reduced or discontinued by the HRRRA in the event that circumstances dictate such actions. Participation in the SEP IRA pension plan is a condition of employment for all employees.

11. HOLIDAYS – The following holidays shall be observed by all employees. All eligible employees will be provided a paid day off for the holidays which fall on their normal work days. If a holiday falls on a Saturday the holiday will be observed on Friday, if the holiday falls on a Sunday, the holiday will be observed on the Monday following.

- | | |
|----------------------------------|----------------------------|
| 1. New Year’s Day | 7. Labor Day |
| 2. Martin Luther King’s Birthday | 8. Columbus Day |
| 3. Presidents’ Day | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas |

12. VACATIONS – Vacation **is earned beginning at the time of hire** and is based upon the completion of the following continuous service:

Completion of:

Year 1: 2 weeks; one week of which may be taken after the completion of the six months probation.

Years 2 & 3: 2 weeks each twelve month period.

Years 4 – 10: 3 weeks each twelve month period.

Years 11-16: 4 weeks each twelve month period.

Years \geq 17: 5 weeks each twelve month period.

Vacation leave shall be taken the year earned. **With the Director’s approval, an employee may carryover up to 5 days of vacation to be used within 90 days. Vacation leave may not be accumulated for use beyond this time period.** Vacation leave and any vacation carried over must be applied for by the employee and is subject to approval by the Director. The Director shall receive approval from the Chairman of HRRRA. Certain periods of the year may be withheld as a non-vacation period. A holiday occurring during the vacation of any employee shall be recorded as a holiday, and not as a day of vacation.

13. BEREAVEMENT LEAVE

All eligible employees will be allowed up to three days leave with pay for a death in the immediate family and one day of funeral leave for other relatives. Permission to attend the funeral of close acquaintances must be obtained from the Director.

14. JURY DUTY

Employees shall be granted leaves of absence for required Jury Duty. Such employees shall receive that portion of their regular salary or wage which will, together with their jury pay or fees, equal their usual salary or wage for the same period.

15. MILITARY SERVICE

Employees are entitled to a leave of absence for the period necessary to perform military service in accordance with state and federal law. Generally, this leave is unpaid. However, while on leave for up to two (2) weeks or ten (10) working days per year to attend reserve corps field training, an employee will receive the difference between his/her salary and his/her military compensation unless the military compensation is higher, in which case he/she will receive the military compensation. Employees are expected to notify their supervisor as soon as they are aware of the dates they are required to serve military duty.

16. LEAVE OF ABSENCE WITHOUT PAY –

- a. **SHORT TERM LEAVE OF ABSENCE** – The Director may grant a leave of absence without pay to any employee upon the employee’s request for a cumulative total of no more than 10 days per fiscal year.
- b. **EXTENDED LEAVE OF ABSENCE** - Upon request by an employee, the Personnel Committee may grant an unpaid leave of absence to any employee who has exhausted available paid leave for a period not to exceed three months. Such leave of absence may be used in the event of temporary disability, including pregnancy related conditions, child rearing, and other compelling personal reasons. No vacation time shall accrue nor other benefits be paid for any period in which an employee is on an extended leave of absence without pay. The employee may elect to pay the benefits and other costs necessary to keep such benefits in force for the period of the leave. Upon the expiration of such an approved leave of absence without pay, and if so requested by the employee, the employee shall be reinstated to the position held at the time the leave was granted or to an equivalent position.

17. SICK LEAVE – Sick leave is available to employees who are required to be absent due to an injury, illness or other health-related visit for the employee or the employee’s child or immediate family member (*parents, children, siblings, grandparents and grandchildren of the employee and/or the employee's spouse*) and one (1) day of funeral leave for other relatives (*cousin, aunt, uncle, etc.*) Sick leave may be used in hourly increments for part-time employees. All full-time employees shall be eligible for up to ten paid sick days per calendar year which may be extended under special circumstances if approved by the Director, or in the case of the Director, by the Chairperson of HRRA. All eligible part-time employees shall be entitled to a maximum of five paid sick days per calendar year. A doctor’s letter confirming a legitimate

excused absence may be required for frequent absences or those lasting three or more consecutive work days. Sick leave does not accumulate.

18. NOTIFICATION OF ABSENCE/TARDINESS

An employee who is unable to report for work as scheduled must notify the Director or the designated supervisor as soon as possible. The absence of an employee from work, including absence for a single day or part of a day which is not authorized by a specific grant of leave shall be deemed an unexcused absence. Any unexcused absence may be cause for disciplinary action up to and including termination.

19. PAID TIME OFF FOR PART-TIME EMPLOYEES WORKING 15 TO 19 HOURS PER WEEK

– All part-time employees regularly scheduled to work a minimum of fifteen hours per week but less than twenty hours per week shall be eligible for paid time off leave each fiscal year in an amount equal to one week of their regularly scheduled hours. Paid time off must be requested by the employee and approved by the Director in advance of its use. Employees need not give a reason for the use of paid time off. Certain times of the year may be withheld as non-leave periods, and requests for paid time off during non-leave periods may not be approved by the Director. Paid time off leave must be taken in the fiscal year in which it is earned.

20. SHORT AND LONG TERM DISABILITY

– Short disability will be provided by the HRR up to 90 days. The employee will use any remaining sick leave or vacation leave before the Short-Term benefit is applied. Long term disability shall be as defined in the disability insurance policies provided by HRR. Sixty percent (60%) of the employee's wages will be paid by HRR until such time as disability insurance coverage is effective. In order to qualify for short or long term disability an employee must be under a doctor's care. The employee shall honor the terms of the insurance policy and shall seek no additional redress from HRR.

21. INSURANCE BENEFITS

– Benefits available only to full-time employees shall include health, life and disability insurance. The provision of insurance for life, short term disability and long term disability is subject to availability. The Director's Life Insurance Policy will be set at two times his or her salary. The employee will be issued an individual policy that they will own and may continue after employment with the HRR.

22. PROFESSIONAL MEMBERSHIP

– Each full-time employee may have the cost of annual membership dues in a professional organization reimbursed by the HRR. The professional organization for which membership dues reimbursement is requested must be relevant to duties performed while employed at the HRR and shall be approved by the Director. Reimbursement per employee for annual professional membership dues shall not exceed \$150 per fiscal year unless approved by the Personnel Committee.

23. WORK RULES

To ensure orderly operations and provide the best possible work environment, the HRR expects employees to know and follow rules of conduct that will protect the interests and safety of all employees, constituents, and HRR operations.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Violation of any HRRRA policy, procedure, rule or regulation
- Falsification of an employment application or any other HRRRA record, document or time record, or knowingly giving false information
- Immoral conduct or indecency on HRRRA premises, at a work site, or while in HRRRA vehicles, or any place while representing the HRRRA
- Engaging in behavior that interferes with other employees or otherwise restricts work output, including failure to restrict personal business such as personal phone calls during work time
- Insubordination or other disrespectful conduct or failure to accept or follow supervisory directives
- Excessive absenteeism or tardiness or any absence without notice, or failure to follow departmental procedure for reporting absences or false reports related to absenteeism or tardiness
- Unauthorized absence from work during the work day
- Creating or contributing to unsanitary conditions
- Acceptance of fees, gifts or other valuable items in the performance of official duties for the HRRRA and failure to report such conduct
- Use of an official HRRRA position for personal gain, benefit or favor
- Failure to report any accident or damage to HRRRA property or any known condition that may pose a health or safety risk
- Failure to maintain a neat and clean appearance, exhibiting unacceptable modes of dress or personal grooming or wearing unsafe clothing
- Theft or inappropriate removal or possession of HRRRA -owned property
- Illegal conduct at the workplace or conviction of a felony
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace or while on duty.
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of HRRRA -owned property
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Abusive or unprofessional treatment of other employees, members, customers or visitors

- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized use of telephones, mail system, or other HRRRA-owned equipment
- Misuse of computer or Internet resources
- Off-duty misconduct that bears a relationship to the employee's ability to perform his/her job
- Political campaigning at the workplace
- Failure to follow proper wage and hour record keeping procedure, including the proper submission of monthly time sheets
- Failure to meet the requirements of the job
- Sleeping on the job or otherwise unauthorized activity or neglect of duty

24. SEXUAL HARASSMENT – It is not HRRRA's intention to regulate social relationships that are freely entered into by employees. However, it is our policy to develop and maintain a workplace free of sexual harassment and intimidation. We expect the full support and cooperation of every employee to achieve this goal.

Sexual harassment is a type of sex discrimination. Sexual Harassment is defined as: "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment." In addition, sexual harassment can include crude or offensive language or jokes of a sexual nature.

Sexual harassment will not be tolerated by the HRRRA. Persons who engage in prohibited harassment will be subject to appropriate discipline up to and including termination of employment. Complaints of sexual harassment will be processed by our Director or the complainant may directly address their complaint with the Chairperson, through an established Complaint Procedure.

25. COMPUTER, INTERNET AND EMPLOYEE PERSONAL ELECTRONIC DEVICES

Computers, computer files, the e-mail system, software furnished to employees and other pieces of the HRRRA's computer network are intended only for HRRRA business. Only authorized employees may use or access the HRRRA's computer resources. To ensure compliance with this policy, computer and e-mail usage may be monitored. Employees who violate the policy may lose the privilege to use the HRRRA's computer resources and/or may be subject to disciplinary action, up to and including termination of employment.

Employees are NOT required to use any personally owned electronic device to conduct HRRRA business. If an employee chooses to use any personally owned electronic device with storage or memory capabilities for HRRRA business, then the employee shall preserve all HRRRA-related

data and information as required by the Records Retention Act and shall, upon request, make such data and information available to HRRRA in order to comply with the Freedom of Information Act or other similar legal obligations. When using personal electronic devices for HRRRA business, employees should have no expectation of privacy with regard to HRRRA-related data and information. Employees are also reminded that the deletion, destruction or failure to preserve HRRRA-related data or information is in violation of various legal mandates, and can lead to the imposition of civil and criminal penalties.

26. ETHICAL CONDUCT

All employees are expected to abide by the highest standards of ethical conduct when conducting business on behalf of the HRRRA. Particular care shall be taken to avoid situations or circumstances which constitute, or may be perceived as constituting, a conflict of interest or any other questionable ethical conduct. No employee shall use his or her position for improper personal benefit, including the extension of favors or inappropriate advantages to friends or relatives. This includes such situations as accepting gifts or other consideration from potential contractors, bidders or others doing business with the HRRRA.

27. COMPLAINT PROCEDURE – The HRRRA has established this procedure in order to address complaints from current and prospective employees regarding discrimination on the basis of race, color, national origin, religion, age, sex, marital status, disability, sexual orientation, gender identity or expression, veteran status, criminal record, genetic information or any other basis prohibited by law. This Complaint Procedure should also be used for any complaints of Sexual Harassment. These individuals have the right to use HRRRA’s Complaint Procedure without jeopardizing their current or prospective employment status. Management will ensure that there is no coercion, retaliation, intimidation, discrimination or harassment directed against any individual who registers a complaint or serves as a witness on behalf of another individual.

The components of the HRRRA Complaint Procedure are the following:

- a. The Equal Opportunity Employment Officer, who is the Chairman of HRRRA, will receive all written complaints of discrimination. These may come directly from the employee or, upon referral, from a supervisor who has received a complaint from an employee. The written complaint must include all pertinent dates, the nature of the complaint, all persons involved and the expected remedial action.
- b. All discrimination complaints filed under this procedure will be investigated in a prompt, objective, and thorough manner.
- c. The complainant will be notified, in writing, by the Equal Opportunity Employment Officer regarding the results of the investigation and the final disposition of the complaint, including any proposed remedial action.
- d. If discrimination is determined to have occurred, HRRRA will take prompt remedial action to redress the discrimination.
- e. Should the complainant disagree with the Equal Opportunity Employment Officer’s decision, he or she can still avail himself or herself of any other avenues of redress by utilizing the complaint procedure of the Connecticut Commission on Human Rights and Opportunities.

- f. In the event of a complaint against the Equal Opportunity Employment Officer, the Personnel Committee shall appoint another appropriate person to investigate the complaint.

28. DIRECTOR - If deemed to be in the best interest of the Authority, the HRRA Personnel Committee may approve additional benefits for the Director.



Waste & Recycling

307 White Street • Danbury, CT 06810 • (203) 743-0405

HRRA

January 24, 2019

Old Town Hall

C/O Rudy Marconi

162 Whisconier Road

Brookfield, Ct 06804

Dear Mr. Marconi,

As we approach the beginning of our long-term partnership, designed to effectively and efficiently manage our areas solid waste and recycling needs, I am writing as a follow up to our recent meeting and to officially communicate some of the changes in the market place since we last met.

Approximately one year ago we collectively worked together to create a contractual relationship founded on the market conditions at that time. We did our best with the knowledge we had and appropriately incorporated the opportunity for changes as needed to ensure a sustainable relationship that would effectively manage waste and recycling streams for many years to come.

You may recall from our meetings my continued expression of concern for the dramatic changes we were already seeing in the MSW and Recycling markets. I communicated the need for me to quickly enter the market to secure the future of our agreement as soon as possible. Changes that have proven historical in scale and unrealistic that anyone could have fully understood at the time. Disposal capacity and expense, trucking availability and expense, plus the complete and absolute collapse of the recyclable commodity markets have made a dramatic and very likely long-term impact on our industry, especially in the northeast US.

The good news is we were able to secure a long-term outlet for the disposal of our solid waste for the next ten years.

Please do not underestimate the value of this secure outlet. You may have been following the disposal crisis in our area that we first encountered last spring, which has continued even during these winter months when waste generation is at its lowest seasonal point of the year.

MIRA for example is a current topic in the news as they endure significant disruptions in their ability to manage solid waste and are incurring a tremendous financial impact as well. Almost every facility in the state experienced similar circumstances throughout the summer and the fall of 2018 and the forecast for 2019 looks even more challenging.

This situation has also had a dramatic impact on trucking capacity, availability and expenses even during the "off peak" winter months. Every facility in our state and in fact the tristate area is simultaneously pursuing alternative outlets for their material.

So where does this leave us? We are gratefully in a position with a secure outlet for our material for many years to come, however market conditions certainly imposed challenging influence on our pricing.

You may recall paragraph (f) under section 7.2 of our agreement linked our inbound tipping fees to the outbound expenses associated with Transfer, Transportation, and Disposal of the HRRR material. The anticipated combined cost of these components was recorded at \$55.00 per ton. As the supporting documentation which I shared during our meeting in Bethel on January 11th demonstrated, the actual combined costs of these components are significantly higher today. Two of these components are independent third-party expenses for which I receive a bill from a vendor. The Transfer component is an internal cost directly related to labor hours and equipment time. Given the circumstances I would request an opportunity to recover at least the third-party service expenses that are greater than were expected at the time we drafted our agreement. Please consider this request under 7.2 (f) of our agreement in order for our operation to remain viable.

For Reference:

7.2 "The pricing and other terms set forth in this Agreement have been determined and agreed to based upon"

(f) "Transfer, transportation and disposal costs incurred by WB being, in the aggregate, up to \$55. If there is a material change in any of such factors, then the parties agree that they will negotiate in good faith to modify the terms of this Agreement in an equitable fashion, as appropriate, to address the economic impact of such material changes(s).

What this will now look like beginning July 1, 2019 is an inbound tipping fee to all haulers including Oak Ridge Waste & Recycling greater than presently outlined in our agreement.

Please consider this letter my formal request to exercise our ability to recover increases in expenses under paragraph 7.2 (f) and acquire your formal approval to do so beginning July 1, 2019.

In addition, during those same discussions a year ago, with the absolute best of intentions, we all agreed to work towards incorporating new processing equipment into our solid waste management program to begin recovering recyclables from the MSW waste stream. As previously mentioned, the recycling markets have experienced a complete and absolute collapse in material marketability and value. We are currently finding ourselves working endlessly to try and maintain a sustainable operation from the

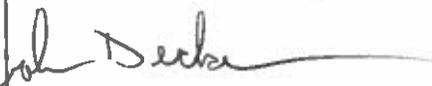
recovery of materials in our Single Stream recycling center and seeing no path towards even a break-even operation in trying to do so from an MSW waste stream.

Therefore, I am also formally requesting that we defer indefinitely at this point the potential installation of any new equipment intended to try and recovery recyclable material from the MSW stream until such time as markets for said material provide a viable opportunity to explore such an operation.

Please note that we do have another option as we currently operate a variety of sorting equipment in our C&D and recycling operations located at 307 White Street. We will commit to do our very best to direct MSW loads identified as containing a high recyclable content (ie. Walmart, Home Depot etc.) to these operations as appropriate in an effort to recover as much material as possible.

Mr. Marconi, I sincerely appreciate the time and consideration of both you and the Authority. As with any long-term agreement we do our best during negotiations to learn from history and anticipate the unexpected. I feel strongly we can take pride in the agreement we reached and its ability to adjust to changing times in order to ensure a sustainable outcome for all parties. Thank you again for all of your time and I look forward to hearing from you soon.

Gratefully Yours,

A handwritten signature in black ink that reads "John Decker". The signature is written in a cursive style and is positioned to the right of the typed name.

John Decker

Oak Ridge Waste & Recycling