



Old Town Hall
162 Whisconier Road
Brookfield, CT 06804

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HOUSATONIC RESOURCES RECOVERY AUTHORITY

REGULAR MEETING MINUTES

Thursday, April 28, 2016, 10:30 a.m.

Room 209, Brookfield Town Hall

100 Pocono Rd, Brookfield, CT 06804

Members or Alternates Present

Bethel, Matthew Knickerbocker	8
Bridgewater, Alan Brown	1
Brookfield, Sheldon Conn	7
Danbury, Joel Urice	36
Kent, Bruce Adams	1
New Fairfield, Mike Gill	6
New Milford, David Gronbach	12
Newtown, Herbert Rosenthal	12
Redding, Jeff Hanson	4
Ridgefield, Rudolph Marconi	11
Sherman, Ruth Byrnes	2

Others Present:

Lynn Waller, Public
Robert Metzler, HRRRA Legal Counsel
Pat Llodra, Newtown First Selectman
Joel Ihnotic, NewTech Recycling
Ed Spinella, All American Waste
Ryan Bingham, Winters Bros.
Jen Iannucci, HRRRA Director
Cheryl Reedy, HRRRA Assistant Director

97

Call to Order: The meeting was called to order by Chairman Gill at 10:35 a.m. with a quorum of 98 votes present from ten municipalities. R. Byrnes arrived at 10:40 a.m. during public comment and before any votes were taken bringing the quorum present to 100 votes from all eleven municipalities.

Public Comment: Lynn Waller asked how residents living in the vicinity of New England Compost in Danbury can get their concerns addressed about odor coming from the facility. J. Iannucci will contact the business owner, Jeff Demers, as well as the CT DEEP and the City of Danbury Health Department to advise them of the complaints and facilitate all working together to better manage the problem.

Chairman and Members' Comments: There were no Member comments. Chairman Gill had the following comments:

- Glenn Lockhart has left Wheelabrator. HRRRA's new contact person will be Kevin Walton who will be on the road most days traveling in the company's territory. K. Walton's phone number will be provided to Newtown and Ridgefield as soon as he starts work and has a number.
- J. Winters' mom passed away and HRRRA sent flowers and condolences.

- The Executive Committee meeting previously scheduled for today was canceled for lack of a quorum. This is the meeting in which the annual employee reviews are conducted and the draft budget is approved. The staff will be sending out a Doodle poll to find a time for the Executive Committee to meet prior to the June annual meeting.
- April 30th is National Drug Take Back Day sponsored by DEA. Many HRRRA municipalities are participating through their police departments, including the Resident Trooper towns.
- The Chairman appointed J. Urice, S. Von Holt and H. Rosenthal to serve as the Nominating Committee for next fiscal year's officers and to make a report at the annual meeting in June.

Director's Report: J. Iannucci highlighted the following items from her written report:

- For the first time in a long while, the MSW tonnage is at 103% compared to the same time a year ago. Recycling tons are at 111% and E-waste tons at 136% year over year. R. Marconi asked if staff could provide a quarterly update of all tonnage generated in the region, regardless of where it is tipped and including all items now removed from MSW, to provide a more accurate recycling rate by town.
- T. Carlson completed her contract by providing the HRRRA recycling program to 30 classrooms in the region since March.
- Legislative Update - The bill providing payments to host communities (2) of mattress recycling facilities is still alive. The packaging bill is on the House calendar and the single use carry out bags is on the Senate calendar. The bill proposing changes in the bottle bill died but is expected to be replaced by a bill setting up a Task Force to study the proposed changes and report back to the Environment Committee next year.
- There was a theft of e-waste from the recycling bins at the Newtown transfer station that was caught by NewTech staff. All Chief Elected Officials and transfer station operators in the region were notified. It is very important that e-waste dropped off by residents be handled and removed from local sites ONLY by the approved e-waste recycler in order to protect the public and the environment.
- J. Iannucci thanked R. Byrnes and NewTech for a successful one day e-waste recycling collection held in Sherman on April 23rd that took in 8,000 pounds of material.
- J. Iannucci testified on behalf of HRRRA using the testimony reviewed by all Members at the public hearing at DEEP on the CMMS. The CMMS will be finalized by July 1st, and an information session held in July for the adopted plan. DEEP will respond in writing to all comments received on the draft plan per Lee Sawyer.
- This week EPA released a new metric that municipalities and others can use to convert volume to weight which takes into account the light weighting of packaging and other changes in the waste stream in the last few years.
- The Regional Award Ceremony for the Ninth Annual Billboard Contest was held on April 27th at Union Savings Bank on North Street in Danbury. There were 48 regional winners. Thank you to Justin Madden, the intern from Naugatuck Valley Community College, who managed this year's contest, and to Tiffany Carlson, who showed up early to help with set up. Thank you as well to the Chief Elected Officials who came to award prizes to the young winners from their communities.
- The May 24th DEEP Solid Waste Advisory Committee (SWAC) meeting has been expanded to three hours from 9 a.m. to Noon and will focus on packaging EPR, how it works in Europe and in Canada, how it might work in the U.S. and Connecticut, how it would affect haulers, MRFs, transfer stations, WTE plants, municipalities, etc. It would be an excellent meeting for HRRRA members to attend to become more familiar with packaging EPR and what it

might mean in the Authority's future. For those who are unable to travel to Hartford for the meeting, the event will be transmitted by Webinar that can be watched and listened to from the privacy of your office. J. Iannucci will send out information to all members on the event and will check on whether it will be recorded and archived. (It will not!)

Administrative Approvals

- a) **Minutes - Motion** by M. Knickerbocker, second by H. Rosenthal, to approve the minutes of the February 25, 2016 meeting. **Vote:** All in favor except A. Brown who abstained. (99 yes votes and 1 vote abstaining) **Motion** by M. Knickerbocker, second by H. Rosenthal, to approve the minutes of the April 24, 2016 workshop as presented after adding R. Metzler to the list of those in attendance and adding the A. in front of Brown on the third page. **Vote:** All in favor except R. Byrnes who abstained. (98 yes votes and 2 votes abstaining)
- b) **Financial Statements - Motion** by J. Urice, second by H. Rosenthal, to approve the financial statements through March 31, 2016 as presented. **Vote:** All in favor. (100 yes votes.)

Old Business

- a) **HRRA Fund Balance Policy** – H. Rosenthal revised the policy to reflect comments and suggestions made at the last meeting. The fund balance will be reviewed by the Executive Committee every year that it is over 200% of the non-reimbursable expenditures for the prior year. The policy also now clearly states that no part of the fund balance can ever be spent without the approval of the full Authority. **Motion** by M. Knickerbocker, second by D. Gronbach, to approve the HRRA Fund Balance Policy as presented. **Vote:** All in favor. (100 yes votes)
- b) **HRRA Office Location** – M. Gill and J. Iannucci met with Brookfield First Selectman Steve Dunn and agreed that HRRA will stay in its current building after WestCOG moves out, which M. Knickerbocker said would be by September 1st. HRRA offices may move to the upstairs floor of the building so that Brookfield Parks and Rec can have the lower floor for their offices. Details about sharing of utilities, Internet, water, phones, etc. have yet to be worked out, but the Town and S. Dunn have been quite accommodating to date and their cooperation is much appreciated.
- c) **Workshop Next Steps** –
 - **Hauler meeting** - J. Iannucci was directed to reach out to haulers in the region to determine if they were interested in attending a meeting with the Authority to discuss the challenges municipalities will face meeting the requirements of the CMMS and the options under consideration to do so. In response to a question, R. Metzler noted that there is nothing illegal about a municipality or the region as a whole doing franchising or contracting out collection services for MSW and/or recycling, although he noted that it would probably be challenged.
 - **RFP or RFQ** – After considerable discussion of the merits of doing either an RFP or an RFQ for services to the region after 2019, a **motion** was made by M. Knickerbocker, seconded by J. Urice, to pursue an RFQ first. **Vote:** All in favor. (100 yes votes.) Staff and legal counsel were directed to start drafting an RFQ for review by the Authority at the annual meeting in June.

New Business

- a) **Recycling Educator Contract** – An additional contract for the Recycling Educator, valued at \$960, which will run through June 30, 2016, was presented to allow T. Carlson to provide six additional programs at schools that are on a waiting list having requested the program for this school year. There are adequate funds in the education budget line to pay for this contract. J. Iannucci noted that there would be a new, full year contract proposed for the Recycling Educator in next year's budget and that the contract would also add facilitating the Billboard contest to the Educator's duties. P. Llodra asked if there is any way to show that the HRRR recycling education program produces behavior change over the long term. H. Rosenthal suggested looking for any national studies on efficacy of such programs. In addition members asked to have the HRRR recycling education program presented to them at the annual meeting in June. **Motion** by M. Knickerbocker, second by J. Urice, to approve the Recycling Educator contract as presented through June 30, 2016. **Vote:** All in favor. (100 yes votes.)
- b) **E-waste Contract Award-** HRRR sent out an RFP for an e-waste recycling vendor to service the region and received four responses. NewTech Recycling, the current vendor, submitted the best proposal comparing certifications, municipal costs and rebates paid to municipalities, increasing its current rebate from 3 cents a pound to 5.5 cents per pound for all CEDs. J. Iannucci reviewed the responses and spoke with all transfer station operators in the region who unanimously supported approving another three year contract with NewTech Recycling. Kent, which is currently using Take 2, a responder, will be staying with Take 2. B. Adams noted that the town had received excellent service from Take 2 and that it was the only in-state company on the list that was also creating Connecticut jobs. **Motion** by M. Knickerbocker, second by J. Urice, to authorize the HRRR Chairman to sign the E-Waste Collection and Recycling Agreement with NewTech Recycling as presented with an effective date of July 1, 2016. **Vote:** All in favor. (100 yes votes.) C. Reedy passed out individualized Municipal Adoption Agreements to each municipality to be signed by each Chief Elected Official and returned to HRRR to extend the terms of the e-waste agreement to each participating municipality, even those who only hold one-day collection events. J. Urice asked if the Danbury agreement could be sent to Les Pinter, Corporation Counsel for the City.

Adjournment: On a **motion** by M. Knickerbocker, second by S. Von Holt, the meeting was adjourned at 12:01 p.m. **Vote:** All in favor of adjournment. (100 yes votes.)

Respectfully submitted,

Cheryl D. Reedy
HRRR Assistant Director



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HOUSATONIC RESOURCES RECOVERY AUTHORITY

Regular Meeting

Thursday, April 28, 2016, 10:30 a.m.

**Room 209, Brookfield Town Hall
100 Pocono Rd, Brookfield, CT 06804**

AGENDA

1. Call to order, determination of quorum, pledge of allegiance
2. Public comment
3. Chairman and members' comments
4. Director's and tonnage reports (Attachment A)
5. *Administrative approvals
 - a. Minutes of February 25, 2016 Meeting and April 4, 2016 (Attachment B)
 - b. Financial statements through March 31, 2016 (Attachment C)
6. Old business
 - a. *Consider and possible vote on HRRA Fund Balance Policy (Attachment D)
 - b. HRRA office location status
 - c. *Workshop review and next steps - RFQ or RFP?
7. New business
 - a. *Update on school programs and new Recycling Educator contract (Attachment E)
 - b. *Consider and possible award of E-waste contract (Attachment F)

8. *Adjournment

***Possible action items**

**cc: HRRA members and alternates
Town clerks and FOI list**



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HRRRA Director's Report March - April 2016

MSW and Recycling Tonnage Reports

- The MSW and recycling tonnage reports through March 31st 2016 are attached.
- MSW tonnage year to date is running at 103% compared to the same time last year.
- Recycling tonnage is running at 111 % compared to the same time last year.
- E-waste tonnage through March 31st is 136% higher than last year at the same time.

Public Education/Outreach

- Public education programs conducted since the last HRRRA meeting include Park Elementary School, Shelter Rock Elementary, Sarah Noble Intermediate, South Street Elementary School and the Kent town Library. The new Education Consultant, T. Carlson has successfully completed reaching 30 classrooms.
- Sherman hosted a One-Day E-waste and Shred-it event on Saturday, April 9th.
- The 2016 Billboard Contest had 48 regional winners representing all 11 municipalities. The award ceremony will take place on Wednesday, April 27th

Meetings /Activities

- In early March J. Iannucci met with Bridgewater Selectman A. Brown, Public Works Director B. Sullivan and representatives of All American Waste at the Bridgewater Town Garage to review and discuss the transition of the Bridgewater curb-side organics program to a drop-off program.
- J. Iannucci has continued to take part in the state wide ad-hoc committee to discuss and implement a new plastic film and wrap recycling program in the coming months.
- C. Reedy and J. Iannucci testified on March 4th at the Environment Committee Public Hearing on RB 232, RB 233, RB 226, and RB 5385 concerning Batteries, Packaging, Plastic Bags and Materials Management Programs.
- J. Iannucci worked with E. Rossini and A. Miles from Ridgefield and Newtown on community outreach for their organics programs using Constant Contacts.
- The RRTF met on March 10th to Judge the regional entries for 2016 Billboard Contest. There were 48 winners this year.
- C. Reedy and J. Iannucci had a conference call with Wheelabrator's new corporate finance department to go over a number of items including better reporting methods from WES to HRRRA , streamlining communication on new permitted haulers and bringing the AR balances of HRRRA haulers more current to create a level playing field for all haulers and to be more consistent with

the terms of the agreement that haulers sign each year to pay WES within 30 days of invoicing. WES will notify HRRRA when a hauler will be shut-off at the transfer station prior to actual shut off.

- The HRRRA staff facilitated a HRRRA Haulers meeting on March 29th. L. Sawyer from CT DEEP presented the CMMS and answered their questions and concerns how the new plan may impact hauler's businesses.
- The HRRRA facilitated a RFP for E-Waste as the current contract expires on June 30, 2016. Four vendors responded to the proposal. The results of the RFP will be presented at the April HRRRA meeting.
- M. Gill, C. Reedy and J. Iannucci met with K. Nolan, R. Bingham, W. Flowers and S. Sacco to discuss waste and recycling in the region, the idea of a Super MRF and finalizing the Regional Recycling Agreement between HRRRA and Winters Brothers.
- M. Gill and J. Iannucci met with S. Dunn to discuss the arrangements for HRRRA to stay at the Old Town Hall.
- The RRTF took a fieldtrip to Novamont in Shelton in late March. Novamont produces the biopolymers used in the compostable bags for the organics collection. The Newtown and Ridgefield programs are currently using the BioBags which uses the biopolymers manufactured by Novamont.
- The HRRRA Authority facilitated Part II of Charting the Future of HRRRA in early April.
- The town of Sherman hosted a one-day E-Waste event on April 9th facilitated by R. Byrnes and supported by HRRRA.
- J. Iannucci attended NERC's spring conference in Princeton NJ from April 12-13th. The conference theme was—*Recycling Is Not Broken: Facts vs. Fiction*. The Conference covered the important issues impacting today's recycling markets and strategies' being used in today's recycling markets.
- J. Iannucci presented comments on behalf of HRRRA at the public hearing for DEEP's CT Materials Management Strategy and submitted written comments to L. Sawyer.
- J. Iannucci, M. Gill and C. Reedy met with G. Lockhart and the new WES representative for HRRRA Kevin Walton who will begin work the week on May 2nd.
- J. Iannucci and C. Reedy attended the April Solid Waste Advisory Committee meeting at CT DEEP in Hartford.
- The annual Billboard Contest award ceremony will take place on Wednesday, April 27th.

Organics

- Bridgewater received their MTS GP in March which has allowed them to transition their organics collection to a drop-off program.

HRR/AWES MSW Tonnage

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	YTD as % of Prior YTD
Jan	13,991.82	13,727.56	11,998.20	10,412.62	10,204.23	10,816.98	10,909.90	9,521.05	8,709.97	8,193.26	
Feb	11,251.01	12,261.85	10,559.05	9,082.72	9,656.34	9,759.96	8,305.92	7,648.06	7,070.96	7,626.85	
Mar	13,586.03	12,938.48	12,094.95	12,008.02	11,809.91	10,632.01	9,199.49	8,507.43	8,415.64	9,077.68	
Apr	14,243.86	13,532.91	12,384.76	13,461.21	11,212.42	10,269.20	10,373.68	10,330.16	8,796.55		
May	15,100.68	14,417.45	12,821.08	11,285.47	12,081.01	11,825.87	11,536.19	10,632.45	10,095.92		
Jun	14,857.04	14,134.43	13,508.79	12,956.37	12,998.70	11,246.95	11,665.08	9,908.25	10,776.39		
Jul	14,906.13	14,853.30	13,476.26	12,118.43	11,142.45	11,818.05	11,885.87	11,457.12	10,613.73		
Aug	15,374.94	13,819.58	12,872.00	12,195.33	12,835.18	12,154.61	10,442.51	9,504.43	9,308.83		
Sep	13,488.56	14,498.57	12,926.01	11,601.53	12,916.11	10,816.64	10,090.83	9,830.16	9,562.86		
Oct	15,192.78	13,708.95	12,579.84	11,516.97	11,226.64	11,417.38	11,022.28	10,320.11	9,101.82		
Nov	14,305.49	12,253.76	12,116.02	11,829.98	12,497.05	12,158.28	9,445.19	8,872.00	9,051.83		
Dec	13,698.66	13,982.09	12,323.62	11,949.55	11,610.69	10,727.36	10,068.41	10,111.75	9,176.60		
Total Tons YTD	169,997.00	164,128.93	149,660.58	140,418.20	140,190.73	133,643.29	124,945.35	116,642.97	110,681.10	24,897.79	102.9%
% of WSDA Benchmark Annual Tonnage (115,284)	147%	142%	130%	122%	122%	116%	108%	101%	96%		

HRR/AWES MSW Program Fee

	Calendar 2007	Calendar 2008	Calendar 2009	Calendar 2010	Calendar 2011	Calendar 2012	Calendar 2013	Calendar 2014	Calendar 2015	Calendar 2016	% Paid
Program Fee Earned	\$95,198.32	\$95,194.78	\$92,789.56	\$96,888.56	\$107,946.86	\$102,905.33	\$98,706.83	\$94,480.81	\$110,681.10	\$24,897.79	
Program Fee Paid	\$95,198.32	\$95,194.78	\$92,953.09	\$92,369.68	\$107,522.00	\$102,905.00	\$98,707.00	\$94,481.00	\$110,815.41	\$34,664.18	
Annual Contract Fee	\$96,150.00	\$98,138.00	\$98,398.00	\$99,999.00	\$100,858.00	\$102,472.00	\$103,498.00	\$104,379.00	\$104,138.00	\$104,698.01	
Total Over/Under				Settled 12/31/10	\$6,664.00	\$433.00	-\$4,791.00	-\$9,898.00	\$6,677.41		

HRRA/WES MSW Tonnage

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	YTD as % of Prior YTD
Jan	13,991.82	13,727.56	11,998.20	10,412.62	10,204.23	10,816.98	10,909.90	9,521.05	8,709.97	8,193.26	
Feb	11,251.01	12,261.85	10,559.05	9,082.72	9,656.34	9,759.96	8,305.92	7,648.06	7,070.96	7,626.85	
Mar	13,586.03	12,938.48	12,094.95	12,008.02	11,809.91	10,632.01	9,199.49	8,507.43	8,415.64	9,077.68	
Apr											
May											
Jun											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Total Tons YTD	38,828.86	38,927.89	34,652.20	31,503.36	31,670.48	31,208.95	28,415.31	25,676.54	24,196.57	24,897.79	102.90%
% of WSDA Benchmark Tonnage (115,284)											

Transfer Station Tonnage By Month/Year

	Newtown TS			Danbury TS			Ridgefield TS			Total HRRR TS		
	2014	2015	2016	2014	2015	2016	2014	2015	2016	2014	2015	2016
January	880.50	823.91	803.79	8,107.36	7,392.91	6,606.53	533.19	493.15	782.94	9,521.05	8,709.97	8,193.26
February	717.77	687.03	781.73	6,537.67	5,976.89	6,159.69	392.62	407.04	685.43	7,648.06	7,070.96	7,626.85
March	844.34	812.95	927.90	7,177.52	7,095.61	7,230.78	485.57	507.08	919.00	8,507.43	8,415.64	9,077.68
April	972.37	999.48		8,693.71	7,088.91		664.08	708.16		10,330.16	8,796.55	
May	1,029.99	1,121.21		8,878.64	8,147.37		723.82	827.34		10,632.45	10,095.92	
June	975.12	1,024.63		8,236.86	8,920.66		696.27	831.10		9,908.25	10,776.39	
July	1,006.91	996.48		9,617.12	8,785.18		833.09	832.07		11,457.12	10,613.73	
August	956.92	926.13		7,959.88	7,556.60		587.63	826.10		9,504.43	9,308.83	
September	941.86	930.10		8,311.64	7,684.14		576.66	948.62		9,830.16	9,562.86	
October	914.19	881.39		8,827.39	7,308.11		578.53	912.32		10,320.11	9,101.82	
November	875.04	878.24		7,421.84	7,177.60		575.12	995.99		8,872.00	9,051.83	
December	991.74	947.11		8,463.09	7,178.40		656.92	1,051.09		10,111.75	9,176.60	
Total YTD	11,106.75	11,028.65	2,513.42	98,232.72	90,312.38	19,997.00	7,303.50	9,340.06	2,387.37	116,642.97	110,681.09	24,897.79
% of Total Tonnage												

Rolling 12 Month Total

11,218.18

89,843.97

10,320.16

111,382.31

111,382.31

Tons YTD 16/ Tons YTD 15

103%

A5

E-waste Tons by Municipality by Month

2015	BE	BK	BW	DA	NF	NM	NE	RE	RI	Total '15	Total '14	Total '12
15-Jan	1.63	0.00	0.00	13.71	2.61	4.94	7.87	4.09	7.62	42.46	29.75	43.94
15-Feb	2.80	0.00	0.00	2.91	1.45	2.02	6.33	0.60	2.43	18.54	20.83	34.72
15-Mar	1.92	0.00	0.00	7.77	1.10	2.38	5.30	2.22	5.12	25.81	37.44	37.96
15-Apr	2.54	0.00	1.73	7.48	3.57	5.03	6.31	3.03	6.80	36.48	33.57	43.88
15-May	4.48	0.00	2.34	17.04	3.08	7.88	10.11	2.74	7.54	55.22	41.10	36.81
15-Jun	3.32	0.00	1.27	12.61	3.74	8.33	11.41	3.99	7.72	52.39	35.72	31.79
15-Jul	4.06	0.00	0.00	8.28	4.06	9.80	9.59	2.07	5.49	43.35	51.15	41.18
15-Aug	3.38	0.00	1.56	9.25	2.27	7.40	14.92	1.94	9.19	49.90	52.27	39.73
15-Sep	1.93	0.00	1.43	12.04	3.54	7.25	7.51	2.08	6.62	42.39	49.04	42.56
15-Oct	3.48	13.93	0.00	8.50	4.91	8.44	7.02	2.00	9.53	57.83	57.83	40.89
15-Nov	4.10	0.00	1.48	4.78	0.74	4.00	10.98	2.62	6.22	34.93	32.48	36.79
15-Dec	2.32	0.00	1.41	7.68	3.17	9.32	12.78	1.32	6.12	44.11	47.47	40.37
Total Tons	35.95	13.93	11.21	112.04	34.25	76.78	110.12	28.71	80.40	503.40	395.69	470.62

2016	BE	BK	BW	DA	NF	NM	NE	RE	RI	Total '16	Total '15	Total '14
16-Jan	1.28	0.00	0.00	10.83	5.05	5.60	12.68	2.13	11.85	49.42	42.46	29.75
16-Feb	4.01	0.00	1.11	7.67	1.52	4.16	8.42	2.99	6.22	36.08	18.54	20.83
16-Mar	2.43	0.00	0.00	8.10	1.67	4.10	8.33	2.93	4.80	32.37	25.81	37.44
16-Apr											36.48	33.57
16-May											55.22	41.10
16-Jun											52.39	35.72
16-Jul											43.35	51.15
16-Aug											49.90	52.27
16-Sep											42.39	49.04
16-Oct											57.83	57.83
16-Nov											34.93	32.48
16-Dec											44.11	47.47
Total Tons	7.71	0.00	1.11	26.59	8.24	13.86	29.44	8.05	22.87	117.86	503.40	395.69

HRRA Textile Weights in Lbs. 2016 YTD

	Total weight	Rebate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Town of Kent	2960	\$148.00	940	880	1140	0	0	0	0	0	0	0	0	0
Town of New Fairfield	440	\$22.00	140	180	120	0	0	0	0	0	0	0	0	0
Town of Ridgefield	2220	\$111.00	880	460	880	0	0	0	0	0	0	0	0	0
Town of Bridgewater	0	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0
Town of Bethel	1480	\$74.00	680	240	560	0	0	0	0	0	0	0	0	0
Town of Redding	3480	\$174.00	1160	1060	1260	0	0	0	0	0	0	0	0	0
Brkfield:H.H.	1320	\$66.00	620	100	600	0	0	0	0	0	0	0	0	0
Brkfield: M.S.	380	\$19.00	140	0	240	0	0	0	0	0	0	0	0	0
Brkfield: H.S.	0	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0
Total	12280	\$614.00	4560	2920	4800	0	0	0	0	0	0	0	0	0

HRRRA Textile Weights in Lbs. 2015 YTD														
	Total weight	Rebate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Town of Kent	12730	\$636.50	1120	590	1080	880	1000	1000	1060	740	1380	1740	920	1220
Town of New Fairfield	2570	\$128.50	70	120	150	190	270	630	180	0	660	110	10	180
Town of Ridgefield	8620	\$431.00	630	440	630	450	770	630	1080	510	870	1210	480	920
Town of Bridgewater	2250	\$112.50	0	0	340	0	250	0	460	360	0	420	0	420
Town of Bethel	6440	\$322.00	630	140	500	590	450	730	780	410	600	450	780	380
Town of Redding	4770	\$238.50	0	0	0	0	0	0	0	0	650	1260	1500	1360
Brkfield:H.H.	2730	\$136.50	0	0	0	350	1490	890	1280	260	700	930	520	420
Brkfield: M.S.	0	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0
Brkfield: H.S.	0	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0
Total	40110	\$2,005.50	2450	1290	2700	2460	4230	3880	4840	2280	4860	6120	4210	4900



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r e d u c e | r e u s e | r e c y c l e

HOUSATONIC RESOURCES RECOVERY AUTHORITY
REGULAR MEETING MINUTES

Thursday, February 25, 2016, 10:30 a.m.

**Room 133 Brookfield Town Hall
100 Pocono Rd, Brookfield, CT 06804**

Members or Alternates Present

Bethel, Matthew Knickerbocker
Brookfield, Sheldon Conn
Danbury, Joel Urice
Kent, Bruce Adams
New Fairfield, Mike Gill
New Milford, Suzanne Von Holt
Newtown, Herb Rosenthal
Redding, Jeff Hanson
Ridgefield, Rudy Marconi

Others Present:

8	Lynn Waller, Public
7	Ryan Bingham, Winters Bros.
36	Brian Creighton, All American Waste
1	Mike Prutting, Wheelabrator
6	Curtis Read, Bridgewater First Selectman
12	Pat Llodra, Newtown First Selectman
12	Fred Hurley, Newtown Alternate
4	Maureen Kozlark, Ridgefield Alternate
11	Two young men
	Jen Iannucci, HRRRA Director
97	Cheryl Reedy, HRRRA Assistant Director

Members Not Present: Bridgewater and Sherman were not represented at the meeting.

Call to Order: The meeting was called to order by Chairman Gill at 10:30 a.m. with a quorum of 97 votes present from nine municipalities.

Public Comment: There was no public comment.

Chairman and Members' Comments: None

Director's Report: J. Iannucci highlighted the following items from her written report:

- The MSW tonnage coming into the Danbury transfer station continues to drop.
- Costs associated with contamination of waste oil with PCBs at local transfer stations may be covered by a municipality's vandalism insurance. Members should check with their insurance agents or CIRMA.
- Artwork is due locally on February 11th for this year's Billboard Contest (aka Poster Contest).
- T. Carlson, HRRRA's Recycling Educator, has booked 30 school programs and has another 30 on a waiting list in the event the Authority wants to authorize additional funding for her contract this fiscal year. Members decided to review the issue of additional funding at the April meeting after the programs scheduled were completed and evaluated.

- B. Adams asked if the list of waste oil vendors could be sent out again and what can be done with plastic wrap recycling. J. Iannucci described the region's involvement with the WRAP program currently being piloted by DEEP in conjunction with the American Chemistry Council to collect and recycle all types of plastic film and wrap through retailers. R. Bingham from Winters Bros. offered to work with Kent to recycle plastic film collected at the town's transfer station. J. Iannucci will coordinate any towns that want to collect plastic film. R. Marconi also asked what can be done with Styrofoam. The cost to transport is too high to recycle it right now so Styrofoam should go into the MSW stream to be burned.

Administrative Approvals

- a) **Minutes - Motion** by M. Knickerbocker, second by R. Marconi, to approve the minutes of the December 11, 2015 meeting and February 10, 2016 workshop as presented after correcting the spelling of Jeff Hanson's last name. **Vote:** All in favor except J. Urice who abstained. (61 yes votes and 36 votes abstaining)
- b) **Financial Statements - Motion** by R. Marconi, second by J. Urice, to approve the financial statements through January 31, 2016 as presented. **Vote:** All in favor. (97 yes votes.)

Old Business

- a) **MSW Associates Update** - DEEP has not made a decision yet.
- b) **Extend Regional Recycling Agreement with Winters Bros. - Motion** by M. Gill, second by M. Knickerbocker, to authorize the Chairman to sign and the Authority to enter into Amendment No. 3 to Regional Single Stream Recycling Agreement between HRRR and Winters Bros. Transfer Stations of CT, LLC dated February 5, 2016. **Vote:** All in favor. (97 yes votes.) This agreement reduces the rebate to HRRR from \$10/T to \$5/T due to falling commodity prices, increases the tip fee for haulers from \$10/T to \$25/T except for municipalities who will remain at \$10/T, and requires Winters Bros. to donate approximately \$15,000 each year to HRRR for recycling education programs. The contract ends June 30, 2019.
- c) **CT DEEP Recycling Grants** - Bridgewater, Bethel, New Fairfield, Kent, Newtown, Sherman, Redding, Ridgefield and HRRR have all applied for one of the DEEP grants available. All annual municipal reports must be turned in to apply for a grant. As of February 9, 2016, all HRRR municipalities were up to date with their DEEP reports. HRRR applied for \$20,000 for a home composting program and school recycling bins.
- d) **HRRR Office Update** - J. Iannucci met with S. Dunn who assured her that HRRR is welcome to stay in its current office after WestCOG leaves, which should be around the start of the new fiscal year.
- e) **Workshop Meeting Next Steps** - J. Iannucci sent out a Doodle poll to determine members' availability for the next workshop meeting either the last week of March or first week of April. The next workshop will be a meeting with Lee Sawyer from CT DEEP to discuss municipal responsibilities under the proposed Comprehensive Materials Management Strategy (CMMS), aka the old Solid Waste Management Plan. R. Marconi noted that in order to fulfill the responsibilities as proposed in the CMMS, municipalities are going to have to get more control over their waste flow.

In response to a question from the first workshop, J. Iannucci asked HRRR legal counsel, Bob Metzler, as well as EPA to provide information on municipal liability for MSW that ends up in an EPA certified landfill but still pollutes the environment. The bottom line is that municipalities are still liable even if the landfill is certified and that it is in the best interest of

a municipality not to put MSW into landfills. J. Iannucci will get a written report from EPA and send out to members as well as send in the information provided by B. Metzler for those wanting to read it in more detail.

New Business

- a) **Fund Balance Policy** - There was considerable discussion of the draft fund balance policy that came from HRRRA's auditor as an example of the policy used by some non-profits and was worked on by J. Iannucci and H. Rosenthal with input from M. Gill. R. Marconi was very concerned about the definition of unassigned fund balance, thinking it should say that approval by the Authority was required to spend it. H. Rosenthal explained that these definitions came from GASB and could be taken out of the policy. P. Llodra said she liked the definitions but wanted to see addressed what the Authority should do when it has more than the minimum fund balance, how fund balance could be used in case of need, etc. Currently the Authority has a fund balance that is almost twice as much as needed for one year's operation. C. Reedy noted that the policy should also define what is meant by annual expenditures - are those all annual expenditures or only those not reimbursed by municipalities. J. Iannucci and H. Rosenthal will re-write the proposed fund balance policy for consideration at the next meeting. Members were asked to send comments to J. Iannucci of the changes they'd like to see in that re-write.
- b) **CMMS Draft** - C. Reedy and J. Iannucci went through the entire draft CMMS draft and highlighted areas that would affect municipalities as well as the region if adopted. There will be a public hearing on the draft strategy in mid April at DEEP. Staff will prepare testimony and get it out to members for review prior to that time. Copies of the CMMS with the items discussed highlighted will also be sent out to members.
- c) **Environment Committee Bills for 2016** - The Committee raised bills concerning beneficial uses for recycled tires, encouraging recycling and litter reduction at public sports playing fields, extending deadlines for certain reports under the paint stewardship program, on battery recycling, on reducing consumer-based packaging, and on plastic bags. There will be a public hearing on March 4th on the battery, packaging and plastic bags bills, none of which are very good, most especially the battery bill which would attempt to recycle household batteries as part of single stream which would cause them to end up as contaminants at the MRF. HRRRA will present testimony at the public hearing opposing all three bills. **Motion** by R. Marconi, second by B. Adams, that all eleven HRRRA communities authorize the testimony that HRRRA will present on these bills and that the testimony say that it is so authorized. **Vote:** All in favor. (97 yes votes.) Draft testimony must be sent to all members for review prior to presenting it to the Environment Committee.

Adjournment: Without objection or vote the meeting was effectively adjourned at 12:10 p.m.

Respectfully submitted,

Cheryl D. Reedy
HRRRA Assistant Director



H·R·R·A

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reduce | reuse | recycle

HOUSATONIC RESOURCES RECOVERY AUTHORITY
SPECIAL WORKSHOP MEETING MINUTES

Monday, April 4, 2016, 1:30 p.m.
Room 133 Brookfield Town Hall
100 Pocono Rd, Brookfield, CT 06804

Members or Alternates Present

Bethel, Matthew Knickerbocker
Bridgewater, Alan Brown
Brookfield, Steve Dunn
Danbury, Mark Boughton
Kent, Bruce Adams
New Fairfield, Mike Gill
New Milford, David Gronbach
Newtown, Herb Rosenthal
Redding, Jeff Hanson
Ridgefield, Rudy Marconi
Sherman, Clay Cope

8	Sheldon Conn, Brookfield Alternate
1	Susan Chapman, New Fairfield First Selectman
7	Joel Urice, Danbury Alternate
36	Fred Hurley, Newtown Alternate
1	Pat Llodra, Newtown First Selectman
6	Suzanne Von Holt, New Milford Alternate
12	Mike Flanagan, Bethel Transfer Station Operator
12	Arlene Miles, Newtown Public Works
4	Ed Spinella, All American Waste
11	Ryan Bingham, Winters Bros.
2	Lee Sawyer, CT DEEP
100	Jen Iannucci, HRRRA Director
	Cheryl Reedy, HRRRA Assistant Director

Members Not Present

None

Call to Order: The workshop was called to order by Chairman Gill at 1:30 p.m. with a quorum of 92 votes present from ten municipalities. M. Knickerbocker from Bethel with 8 votes entered the meeting at 1:35 p.m. **No votes were taken during the workshop.**

Purpose of Meeting: Chairman Gill welcomed all those in attendance and explained that the workshop was the second in a series of workshops to be held in 2016 to investigate future options for solid waste services in the HRRRA region when the current MSW disposal and recycling processing contracts terminate in June of 2019. The purpose of this particular workshop was to review current and proposed State requirements for municipalities with regard to municipal solid waste and materials management.

Member Feedback and Comments From February Workshop: J. Iannucci passed out a copy of an e-mail from her contacts at EPA, which was requested by members at the last meeting, explaining the issues involved in potential future municipal liability with regard to MSW

disposed in a landfill, even one that is certified by EPA. The EPA official agreed with the Director's statement that, "The bottom line of the policy is that if EPA determines cause for clean-up from a leading landfill and records indicate the source of the material came from X Municipality, the municipality will be liable for a percentage of the cost of the clean-up, even if it is a certified EPA or State Regulated landfill." The EPA source, however, goes on to say that the "situations where EPA has pursued a municipality for potential liability under CERCLA based solely on disposal of MSW have been rare." (Copy of the EPA e-mail is attached to these minutes.)

Presentation of the Draft Comprehensive Materials Management Strategy (CMMS): Lee Sawyer, Project Manager in the Bureau of Materials Management and Compliance Assurance at the CT DEEP, gave a PowerPoint presentation on the draft CMMS (which will replace the current state Solid Waste Management Plan), required by Public Act 14-94, a copy of which can be obtained by contacting HERRA. The draft CMMS will be the subject of two public hearings at DEEP on April 13, 2016 at 2pm and 6 pm and will be open for written public comment through April 22, 2016. The final plan will be adopted by CT DEEP, without any further action by the legislature, on or before July 1, 2016.

Member Comments and Discussion of Draft CMMS:

- P. Llodra asked if bans on plastic grocery bags or film such as is done in Westport, CT or CA are successful. L. Sawyer said such bans were successful but difficult to enforce. Sen. Kennedy, the Senate Co-Chair of the Environment Committee is looking at other options to reduce plastic bags in the state and the Department is initiating a WRAP program to help educate the public about keeping plastic film out of single stream recycling and how to properly recycle it.
- M. Gill asked what effect the CMMS would have on municipalities. L. Sawyer noted that all municipalities would be expected to achieve a 25% residential recycling rate by 2018 and a 45% recycling rate by 2024 based on data collected by the state and that there would likely be changes in the annual municipal reporting forms. If municipalities are below the 25% then they will be asked to consider/implement changes consistent with best practices including unit based pricing, MSW bins of the same size or smaller than recycling bins, and municipal registration of all solid waste collectors.
- R. Marconi expressed concern about the validity of the state's data and the fact that municipalities cannot control where their MSW goes much less whether it is reported properly to the State. How else does a municipality get control of its MSW and hence the reporting to produce accurate numbers without franchising? How can municipalities be held accountable for things over which they have no control?
- H. Rosenthal noted that Newtown currently provides franchised recycling collection and still doesn't meet the 25% recycling rate.
- R. Marconi asked if collecting food waste would help a municipality's recycling rate, and L. Sawyer said it would.
- P. Llodra asked what would happen to the recycling rate for towns if glass, as previously discussed, the heaviest material in single stream, was removed from single stream recycling due to its contamination of single stream, its effects on MRFs, and the lack of markets for the glass product that is produced by MRFs.

- (M. Boughton left the meeting at this point at 2:45 p.m.)
- J. Urice asked what the consequences would be if a municipality didn't reach the 25% recycling rate by 2018 and/or the 45% rate by 2024. He asked if a municipality risked DEEP intervention if it doesn't try or still can't reach the recycling rate goal. L. Sawyer said, yes, DEEP intervention was possible, especially if a municipality was not showing good faith or was not continually improving its rate.
- M. Gill asked if DEEP would consider looking at the recycling rate in the HRRRA region as a whole rather than town by town. He gave as an example one truck picking up organics from multiple towns and the problems with apportioning the weight properly amongst the responsible towns. L. Sawyer agreed that the HRRRA operated as a region and thought the idea had merit. However, he was concerned that it might be used in other parts of the state in areas that did not actually operate as a region for solid waste. He urged the HRRRA to make that recommendation if it submits comments on the CMMS.
- Brown suggested that garbage collection vehicles all have GPS just like UPS or FedEx so that there would be more accurate data about from where MSW has been collected.
- D. Gronbach suggested trucks be equipped with scales to weigh each pick up at curbside. J. Iannucci explained that there were no on-truck scales currently on the market considered accurate enough for legal use.
- C. Reedy asked L. Sawyer to explain what the MSW disposal market is expected to look like in 2019 compared with now. He noted that the capacity of MIRA's Hartford MidConn plant may well be off line by that time and that new capacity was not expected to be online to replace that facility until a few years after that, if at all. In addition, the permitting process for AD facilities is moving slowly and those facilities may not be online for several more years. The bottom line, according to the CMMS and L. Sawyer, is that the market for MSW disposal is likely to be very limited, very costly and highly competitive by 2019. It would be wise for HRRRA to lock in new capacity prior to that date in order to have a guaranteed disposal option at a reasonable price.

Next Steps and Meetings:

- R. Marconi proposed that the next workshop be a meeting with haulers to find out what they propose for the future. M. Gill said such a meeting would have to be held in the evening so that more haulers could attend.
- J. Urice said the next workshop should focus on whether HRRRA makes sense for the future or not. P. Llodra responded that she thought that question was answered at the first workshop when 10 of the 11 member communities said they wanted to continue to work together as a region through HRRRA on solid waste issues.
- M. Gill said that each municipality's governing body need to vote to stay in HRRRA, but R. Metzler said such a vote would be non-binding unless municipalities knew what HRRRA would be like after 2019, i.e. what would replace the solid waste disposal agreements that each municipality now has with HRRRA that will expire in 2019.
- R. Marconi asked whether HRRRA would keep taking its trash to Wheelabrator after 2019, and said he needed to know that before going back to his town for a vote.
- H. Rosenthal noted that all member municipalities have adopted concurrent ordinances that make them members of HRRRA. Those ordinances have no sunset provision, so any municipality that wants to leave HRRRA must repeal its ordinance and would still remain

financially responsible for any obligations the Authority took during the municipality's membership.

- D. Gronbach explained that all member municipalities should be considered a part of HRRRA for purposes of an RFP for future services but that all municipalities would then need to formally approve whatever future contract(s) is decided upon for the region.
- R. Marconi said a future contract should cover both MSW and recycling with the same vendor. C. Reedy asked if it should cover C&D as well.
- L. Sawyer noted that the Authority might be surprised (in a positive way) at the responses it would get to an RFP issued in the near future.
- C. Reedy asked if the members had made a final decision about whether to ask other members of the WestCOG to consider membership in HRRRA. R. Marconi said he wanted to see a chart with the pluses and minuses of expanding membership. C. Reedy said the biggest minus is that each member municipality's vote would be diluted by accepting new members. She pointed out that HRRRA could decide to keep its current membership but to also consider selling its services to other municipalities in the future.
- After some discussion, H. Rosenthal said the consensus was to keep HRRRA with its current membership but offer to sell services in the future and for the staff to develop a menu of services that might be sold. (This would be done after the Authority determines its own future after 2019.)
- P. Llodra asked if the Authority's public education program could be put back onto the agenda at some point in the future.
- R. Marconi repeated that he would like to have a workshop with haulers and to better understand packaging EPR and how that would work.
- Staff was asked to send the current state recycling rates to all member towns.

There was no formal consensus of those present about what the next workshop should include.

Adjournment

Without objection or vote the meeting was effectively adjourned at 3:31 p.m.

Respectfully submitted,

**Cheryl D. Reedy
HRRRA Assistant Director**

From: Dixon, Douglas [mailto:Dixon.Douglas@epa.gov]
Sent: Wednesday, March 23, 2016 9:28 AM
To: Jen Iannucci <jeniannucci@hrra.org>
Subject: Re: EPA MSW policy

Jen - as I'm sure you can understand, I can't make any representations about the potential future liability of any type of entity based on actions that they may take in the future, and anything I say with regard to the municipalities you represent should not be interpreted as a limitation in any way on EPA's authority under CERCLA. With regard to your statement, "The bottom line of the policy is that if EPA determines cause for clean-up from a leaking landfill and records indicate the source of the material came from X Municipality the municipality will be liable for a percentage of the cost of the clean-up, even if it is a certified EPA or State Regulated landfill.", I would agree. As you know, CERCLA does not provide any kind of exemption for municipalities for MSW. As we discussed, and as you state, if we are faced with a situation where there's a release of hazardous substances from a facility, and determine that a portion of the hazardous substances came from MSW disposed of by a municipality, pursuant to the 1989 Interim Policy you reference, and the 1998 Policy For Municipality and Municipal Solid Waste CERCLA Settlements at NPL Co-Disposal Sites, under CERCLA, we *may* look to a municipality, in appropriate circumstances, to share in the costs of addressing the release. However, situations where EPA has pursued a municipality for potential liability under CERCLA based solely on disposal of MSW have been rare. In addition, those situations typically involve old landfills that did not include the types of technical improvements found in modern-day disposal facilities, and did not provide the type of environmental protections from releases that modern facilities provide. Obviously there's no guarantee that something won't happen, regardless of the technology, no matter how or where a municipality decides to dispose of MSW, but it would seem like care in selecting a new modern disposal facility would go a long way toward avoiding potential liability in the future. Craig Dufficy from the Office of Resource Conservation and Recovery in the Office of Land and Emergency Management (formerly OSWER), indicated that he would call you to discuss MSW options. Please let me know if you didn't hear from him. Sorry I can't give you more - I hope this helps a little.

Doug

From: Jen Iannucci [mailto:jeniannucci@hrra.org]
Sent: Thursday, February 25, 2016 3:42 PM
To: 'Dixon, Douglas' <Dixon.Douglas@epa.gov>
Subject: RE: EPA MSW policy

Doug,

Thank you again for your help the other day. After I explained our conversation to my Chief Elected Officials they asked that I reach back out to you to request if you would be willing to summarize in "your words" what Municipalities face for liability if sending MSW to a landfill. Although they trust my reporting, given the weight of the decision they are making as to where they should send their material in the future, they would like to have the answer come directly from EPA. I have added my summary here below, you could just reply that you agree with my summary or make corrections to it or you may want to write your own response. I appreciate your help in this matter.

Per our conversation on Monday, February 22nd my understanding from your explanation was that the 1989 Interim CERCLA Municipal Settlement Policy still stands as is and has not be updated or amended by EPA. The bottom line of the policy is that if EPA determines cause for clean-up from a leaking landfill and records indicate the source of the material came from X Municipality the municipality will be liable for a percentage of the cost of the clean-up, even if it is a certified EPA or State Regulated landfill.

Again on behalf of the Housatonic Resources Recovery Authority I appreciate your time in addressing this matter and helping us bring clarity to this issue that has significant weight on the decision making of our local solid waste management plan.

Sincerely,
Jen

From: Dixon, Douglas [<mailto:Dixon.Douglas@epa.gov>]
Sent: Wednesday, February 24, 2016 1:22 PM
To: Jen Iannucci <jeniannucci@hrra.org>
Subject: Re: EPA MSW policy

Jen - my title is Attorney/Advisor - I work in the Office of Site Remediation Enforcement, which is in the Office of Enforcement and Compliance Assurance. Craig Dufficy from the Office of Resource Conservation and Recovery, in the Office of Land and Emergency Management (formerly OSWER), should be giving you a call to discuss MSW options. Please let me know if you don't hear from him.

Doug

From: Jen Iannucci <jeniannucci@hrra.org>
Sent: Wednesday, February 24, 2016 12:18 PM
To: Dixon, Douglas
Subject: RE: EPA MSW policy

Doug,

Thank you, I appreciate your time and effort! For reference to my CEO's can you please provide me your title? I will be in touch if I have any more questions and I appreciate that you send me a solid waste office contact.

Take Care,

Jen

From: Dixon, Douglas [<mailto:Dixon.Douglas@epa.gov>]
Sent: Wednesday, February 24, 2016 12:12 PM
To: jeniannucci@hrra.org
Subject: EPA MSW policy

Jen - pasted below is a web link to the 1998 Policy that I referenced. I'm also including a link to a 2003 Guidance that, while not applicable to your situation, still may provide some useful information. I'll try to locate someone in our solid waste office who may be able to provide assistance with your site selection/location decision. Feel free to call back if you have any questions.

Doug

Link to 1998 Policy: <http://www2.epa.gov/enforcement/guidance-policy-municipality-and-msw-cercla-settlements-npl-co-disposal-sites>

Link to 2003 guidance related to 107(p) MSW

exemption: <http://www.epa.gov/sites/production/files/documents/interim-msw-exempt.pdf>

Summary of CMMS Implementation by Year

2016

- Update municipal reporting forms
- Regional meeting(s) on PAYT
- Publish guidance doc on PAYT
- Cross-training of DEEP inspectors to identify recycling compliance issues
- Begin targeted commercial-sector enforcement
- Launch statewide marketing campaign (RecycleCT)
- Explore approaches to increase the recycling of glass
- Develop web form for citizens to make reports of noncompliance
- Distribute outreach materials that clarify requirements for the source separation of designated recyclables at jobsites, as well as best practices for deconstruction and reuse
- Launch new Material Management Scorecard to track progress to 60 percent diversion
- Program of outreach to large food scrap generators
- Define a new category of waste conversion technologies
- Explore options to revise the Determination of Need process

2017

- Review sufficiency of municipal programs based on 25 percent recycling and issues notices in accordance with CGS 22a-220 (j)
- Guidelines for management of (AD) residual materials developed
- Grant program developed for eligible composting / recycling of food scraps (RecycleCT)
- Promote food donation
- The development of a more comprehensive civil penalty framework
- An evaluation of source-separation practices at job sites is completed, using either inspections, surveys, or discussions with stakeholders
- Develop concept study for eco-industrial parks
- MIRA to evaluate steps needed for it to fulfill its statutory role
- New state program of investment in materials management facility development launched

2018

- A study of reuse, recycling, and disposal options for oversized MSW is completed
- Designation of certain C&D materials for separate collection at the source of generation, contingent on marketability
- Development of pilot program for municipal building permits to incentivize recycling / reuse

- Statewide online collector reporting system implemented and provided for use by municipalities and collectors
- Refine existing and develop new preferences, performance standards, and permitting language specific to waste conversion technologies
- Continue to refine internal processes to ensure timely decisions for new and modified permits
- Refine and develop new performance standards for recycling and volume reduction facilities

2019

- Review sufficiency of municipal programs based on 45 percent recycling and issues notices in accordance with CGS 22a-220 (j)

Ongoing

- DEEP will explore opportunities to prioritize permitting for Class I resources to enable improved access to time-limited financial incentives (i.e., Virtual Net Metering,)
- DEEP will engage municipalities in achieving sustainability goals as part of statewide coordination of sustainability actions to assist municipalities articulate greenhouse gas emissions metrics attributed to solid waste diversion from disposal
- DEEP will work with CT Green Bank to explore opportunities for pre-development financing customized for anaerobic digestion facilities and other waste conversion technologies
- DEEP will conduct a process of public input and discussion of various EPR approaches for curbside recycling.
- DEEP will convene stakeholder dialogues and other opportunities for comment on targeted materials
- DEEP will work with stewardship organization(s) to implement EPR programs
- Determine approaches to problematic materials not covered by existing or planned EPR programs

Non-salvage Resources Recovery Authority
General Fund Budget vs. Actual
July 2015 through March 2016

Attachment C

	Jul '15 - Mar 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
GRANTS/DONATIONS				
GRANTS/DONATIONS - Other	11,000.00	14,000.00	-3,000.00	78.57%
Total GRANTS/DONATIONS	11,000.00	14,000.00	-3,000.00	78.57%
HAULER PERMITS				
CURRENT HAULER PERMITS	33,425.00	31,325.00	2,100.00	106.7%
HAULER PERMIT LATE FEES	175.00	0.00	175.00	100.0%
MUNICIPAL HAULER REGISTRATIONS	21,875.00	30,000.00	-8,125.00	72.92%
Total HAULER PERMITS	55,475.00	61,325.00	-5,850.00	90.46%
HHWDD REIMBURSEMENT				
HHW DANBURY AREA TOWNS	44,144.01	75,000.00	-30,855.99	58.86%
Total HHWDD REIMBURSEMENT	44,144.01	75,000.00	-30,855.99	58.86%
INTEREST INCOME	10,491.92	12,000.00	-1,508.08	87.43%
MISC INCOME	73.78	0.00	73.78	100.0%
PROGRAM SERVICES FEES				
MSW PROGRAM FEES	59,433.14	105,500.00	-46,066.86	56.34%
RECYCLING PROGRAM FEES	81,431.14	102,500.00	-21,068.86	79.45%
Total PROGRAM SERVICES FEES	140,864.28	208,000.00	-67,135.72	67.72%
USE OF FUND BALANCE	0.00	0.00	0.00	0.0%
Total Income	262,048.99	370,325.00	-108,276.01	70.76%
Expense				
AUDIT	6,100.00	6,500.00	-400.00	93.85%
EDUCATION				
PUBLIC EDUCATION	15,846.40	45,000.00	-29,153.60	35.21%
STAFF EDUCATION	2,417.13	3,500.00	-1,082.87	69.06%
Total EDUCATION	18,263.53	48,500.00	-30,236.47	37.66%
HHW EXPENSE				
HHW DANBURY TOWNS	44,144.02	75,000.00	-30,855.98	58.86%
HHW REGIONAL	1,405.64	3,500.00	-2,094.36	40.16%
Total HHW EXPENSE	45,549.66	78,500.00	-32,950.34	58.03%
INSURANCE				
ERRORS & OMISSIONS	4,779.00	5,250.00	-471.00	91.03%
GENERAL LIABILITY	915.24	975.00	-59.76	93.87%
SURETY BOND	390.00	425.00	-35.00	91.77%

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Houseatonic Resources Recovery Authority
General Fund Budget vs. Actual
July 2015 through March 2016

	Jul '15 - Mar 16	Budget	\$ Over Budget	% of Budget
WORKERS COMP	536.00	575.00	-39.00	93.22%
Total INSURANCE	6,620.24	7,225.00	-604.76	91.63%
MISCELLANEOUS				
MISC EXPENSE	1,148.39	1,500.00	-351.61	76.56%
PAYROLL PROCESSING SERVICE	598.47	800.00	-201.53	74.81%
SERVICE FEES/MEMBERSHIPS	2,014.00	3,450.00	-1,436.00	58.38%
Total MISCELLANEOUS	3,760.86	5,750.00	-1,989.14	65.41%
OFFICE EXPENSES				
OFFICE RELOCATION	0.00	21,000.00	-21,000.00	0.0%
RENT	4,725.00	6,600.00	-1,875.00	71.59%
SUPPLIES	2,039.45	1,500.00	539.45	135.96%
Total OFFICE EXPENSES	6,764.45	29,100.00	-22,335.55	23.25%
PROFESSIONAL SERVICES				
CONSULTING SERVICES	260.00	1,000.00	-740.00	26.0%
LEGAL SERVICES	4,911.00	35,000.00	-30,089.00	14.03%
Total PROFESSIONAL SERVICES	5,171.00	36,000.00	-30,829.00	14.36%
REIMBURSEMENT FOR COLLECTED FEE				
MUNICIPAL HAULER REG REIMBURSEM	21,785.00	30,000.00	-8,215.00	72.62%
STAFFING				
MEDICAL INSURANCE	5,999.94	8,000.00	-2,000.06	75.0%
PAYROLL TAXES				
CT PR TAXES	465.12	625.00	-159.88	74.42%
FED PR TAX				
FED PR TAX - Other	5,992.98	8,000.00	-2,007.02	74.91%
Total FED PR TAX	5,992.98	8,000.00	-2,007.02	74.91%
Total PAYROLL TAXES	6,458.10	8,625.00	-2,166.90	74.88%
PENSION				
PENSION - Other	5,725.56	7,835.00	-2,109.44	73.08%
Total PENSION	5,725.56	7,835.00	-2,109.44	73.08%
SALARIES				
DIRECTOR SALARY	53,812.44	71,750.00	-17,937.56	75.0%
OTHER SALARIES	18,527.22	24,703.00	-6,175.78	75.0%
SALARIES - Other	0.00			
Total SALARIES	72,339.66	96,453.00	-24,113.34	75.0%
Total STAFFING	90,523.26	120,913.00	-30,389.74	74.87%

General Fund Budget vs. Actual

July 2015 through March 2016

	Jul '15 - Mar 16	Budget	\$ Over Budget	% of Budget
TRAVEL/MILEAGE REIMBURSEMENT				
TRAVEL/MILEAGE REIMBURSEMENT - Other	1,472.11	2,000.00	-527.89	73.61%
Total TRAVEL/MILEAGE REIMBURSEMENT	1,472.11	2,000.00	-527.89	73.61%
 UNCATEGORIZED EXPENSE	0.00	0.00	0.00	0.0%
Total Expense	206,010.11	364,488.00	-158,477.89	56.52%
 Net Ordinary Income	56,038.88	5,837.00	50,201.88	960.06%
 Other Income/Expense				
Other Income				
INVESTMENT GAIN	13,945.45	0.00	13,945.45	100.0%
Total Other Income	13,945.45	0.00	13,945.45	100.0%
 Other Expense				
INVESTMENT LOSS	15,232.13	0.00	15,232.13	100.0%
Total Other Expense	15,232.13	0.00	15,232.13	100.0%
 Net Other Income	-1,286.68	0.00	-1,286.68	100.0%
 Net Income	54,752.20	5,837.00	48,915.20	938.02%

HOUSATONIC RESOURCES RECOVERY AUTHORITY
General Fund Budget vs. Actual
July 2015 through March 2016

	Jul '15 - Mar 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
GRANTS/DONATIONS	11,000.00	14,000.00	-3,000.00	78.57%
HAULER PERMITS	55,475.00	61,325.00	-5,850.00	90.46%
HHWDD REIMBURSEMENT	44,144.01	75,000.00	-30,855.99	58.86%
INTEREST INCOME	10,491.92	12,000.00	-1,508.08	87.43%
MISC INCOME	73.78	0.00	73.78	100.0%
PROGRAM SERVICES FEES	140,864.28	208,000.00	-67,135.72	67.72%
USE OF FUND BALANCE	0.00	0.00	0.00	0.0%
Total Income	262,048.99	370,325.00	-108,276.01	70.76%
Expense				
AUDIT	6,100.00	6,500.00	-400.00	93.85%
EDUCATION	18,263.53	48,500.00	-30,236.47	37.66%
HHW EXPENSE	45,549.66	78,500.00	-32,950.34	58.03%
INSURANCE	6,620.24	7,225.00	-604.76	91.63%
MISCELLANEOUS	3,760.86	5,750.00	-1,989.14	65.41%
OFFICE EXPENSES	6,764.45	29,100.00	-22,335.55	23.25%
PROFESSIONAL SERVICES	5,171.00	36,000.00	-30,829.00	14.36%
REIMBURSEMENT FOR COLLECTED FEE	21,785.00	30,000.00	-8,215.00	72.62%
STAFFING	90,523.26	120,913.00	-30,389.74	74.87%
TRAVEL/MILEAGE REIMBURSEMENT	1,472.11	2,000.00	-527.89	73.61%
UNCATEGORIZED EXPENSE	0.00	0.00	0.00	0.0%
Total Expense	206,010.11	364,488.00	-158,477.89	56.52%
Net Ordinary Income	56,038.88	5,837.00	50,201.88	960.06%
Other Income/Expense				
Other Income				
INVESTMENT GAIN	13,945.45	0.00	13,945.45	100.0%
Total Other Income	13,945.45	0.00	13,945.45	100.0%
Other Expense				
INVESTMENT LOSS	15,232.13	0.00	15,232.13	100.0%
Total Other Expense	15,232.13	0.00	15,232.13	100.0%
Net Other Income	-1,286.68	0.00	-1,286.68	100.0%
Net Income	54,752.20	5,837.00	48,915.20	938.02%

Balance Sheet

As of March 31, 2016

Mar 31, 16

ASSETS

Current Assets

Checking/Savings

STIF	15,378.09
UNION SAVINGS BANK	238,058.49
VANGUARD	
VANGUARD HI YIELD CORP VWEAX	82,701.21
VANGUARD SHRT TRM INV GR VFSUX	268,211.32
VANGUARD TOTAL BOND MARKET VBTB	174,528.83
Total VANGUARD	<u>525,441.36</u>

Total Checking/Savings 778,877.94

Accounts Receivable

*ACCOUNTS RECEIVABLE	8,884.16
Total Accounts Receivable	<u>8,884.16</u>

Total Current Assets 787,762.10

TOTAL ASSETS 787,762.10

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

*ACCOUNTS PAYABLE	-542.49
Total Accounts Payable	-542.49

Other Current Liabilities

DEFERRED REVENUES 5,129.03

PAYROLL LIABILITIES

CT PR TAXES PAYABLE

CIT -743.36

CT SUI 335.76

Total CT PR TAXES PAYABLE -407.60

FED PR TAXES PAYABLE

FICA -1,079.34

FIT -710.00

MEDICARE TAX -252.44

Total FED PR TAXES PAYABLE -2,041.78

SEP LIABILITY -149.99

Total PAYROLL LIABILITIES -2,599.37

Balance Sheet

As of March 31, 2016

Mar 31, 16

Total Other Current Liabilities	<u>2,529.66</u>
Total Current Liabilities	<u>1,987.17</u>
Total Liabilities	1,987.17
Equity	
RETAINED EARNINGS	731,022.73
Net Income	<u>54,752.20</u>
Total Equity	<u>785,774.93</u>
TOTAL LIABILITIES & EQUITY	<u><u>787,762.10</u></u>

BILLS PAID

As of March 31, 2016

Type	Date	Num	Name	Memo	Amount
UNION SAVINGS BANK					
Liability Check	03/08/2016	E-pay	U.S. TREASURY	06-1199137 QB Tracking # 261530522	-2,041.78
Liability Check	03/08/2016	E-pay	COMMISSIONER OF REVENUE SERVICES	6982185-000 QB Tracking # 261531402	-684.94
Bill Pmt -Check	03/08/2016	3177	CITY OF DANBURY - V	NE Compost, LLC - Hauler Registration Fee	-100.00
Bill Pmt -Check	03/08/2016	3178	HEARST MEDIA SERVICES	SINGLE STREAM ADS	-2,427.50
Bill Pmt -Check	03/08/2016	3179	INFINITY PRINT MAIL & MARKET	ENVELOPES	-131.44
Bill Pmt -Check	03/08/2016	3180	JEN IANNUCCI	FEB EXPENSES	-149.16
Bill Pmt -Check	03/08/2016	3181	WESTERN CONNECTICUT COUNCIL OF GOV	APR RENT	-525.00
Bill Pmt -Check	03/08/2016		STAPLES	QuickBooks generated zero amount transaction	0.00
Bill Pmt -Check	03/09/2016	EFT	NORTHEAST RECYCLING COUNCIL, INC	CONF REGISTRATION	-175.00
Liability Check	03/14/2016		QUICKBOOKS PAYROLL SERVICE	Created by Payroll Service on 03/08/2016	-3,328.36
Bill Pmt -Check	03/14/2016	EFT	CONSTANT CONTACT	MONTHLY FEE	-20.00
Paycheck	03/15/2016	DD1093	IANNUCCI, JENNIFER A	Direct Deposit	0.00
Paycheck	03/15/2016	DD1094	REEDY, CHERYL D	Direct Deposit	0.00
Bill Pmt -Check	03/15/2016	3182	TOWN OF RIDGEFIELD - V	CURBSIDE COMPOST - HAULER REG FEE	-100.00
Bill Pmt -Check	03/15/2016	3183	TIFFANY CARLSON	RECYCLING EDUCATOR CONTRACT	-5,281.78
Bill Pmt -Check	03/22/2016	3184	COHN BIRNBAUM & SHEA	FEB INVOICE	-3,000.00
Bill Pmt -Check	03/22/2016	3185	ERICSON AGENCY, INC	PO & GL INS RENEWALS	-5,694.24
Bill Pmt -Check	03/22/2016	3186	INFINITY PRINT MAIL & MARKET	NM SINGLE STREAM FLYER	-260.00
Liability Check	03/30/2016		QUICKBOOKS PAYROLL SERVICE	Created by Payroll Service on 03/08/2016	-3,325.32
Paycheck	03/31/2016	DD1095	IANNUCCI, JENNIFER A	Direct Deposit	0.00
Paycheck	03/31/2016	DD1096	REEDY, CHERYL D	Direct Deposit	0.00
Liability Check	03/31/2016	E-pay	U.S. TREASURY	06-1199137 QB Tracking # 327837837	-2,041.78
Liability Check	03/31/2016	E-pay	COMMISSIONER OF REVENUE SERVICES	6982185-000 QB Tracking # 327838107	-684.94
Liability Check	03/31/2016	3187	RAYMOND JAMES & ASSOCIATES INC.	CHERYL REEDY SEP	-463.20
Liability Check	03/31/2016	3188	FIDELITY BROKERAGE SERVICES LLC	SEP J IANNUCCI	-1,495.32
Bill Pmt -Check	03/31/2016	3189	JEN IANNUCCI	MAR EXPENSES	-84.78
Total UNION SAVINGS BANK					<u>-32,014.54</u>
TOTAL					<u>-32,014.54</u>

HRRA

Fund Balance Policy

Purpose

The Authority recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the Authority and is fiscally advantageous for both the Authority and the members of the Authority. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the Authority to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

Definitions

Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

GASB Statement 54 distinguishes fund balance classified based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts will be reported in the following categories:

- 1) **Nonspendable fund balance** – amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).
- 2) **Restricted fund balance** – amounts that can be spent only for the specific purposes stipulated by external parties either constitutionally or through enabling legislation (e.g., grants or donations).
- 3) **Committed fund balance** – amounts that can be used only for the specific purposes determined by a formal action of the Authority. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the board's commitment in connection with future construction projects).
- 4) **Assigned fund balance** – amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the Authority, or by a designee to whom the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – includes all amounts not contained in other classifications and is the residual classification of the general fund only. Unassigned amounts are available for any legal purpose.

Policy

At the time of the annual approval of the operational budget, the Fund Balance will be reviewed as to its appropriateness for the financial integrity of the organization. The responsibility for designating funds to specific classifications shall be as follows:

Committed Fund Balance – The Authority is the organization's highest level of decision-making authority, and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Authority.

Assigned Fund Balance – The Authority has authorized the Executive Committee as the officials delegated to assign fund balance to a specific purpose as approved by this fund balance policy and so delegated by the Authority.

Minimum Unassigned Fund Balance

It is the goal of the Authority to achieve and maintain an unassigned fund balance in the general fund at fiscal year end of not less than 100% of annual operating expenditures (not reimbursed by municipalities). If the unassigned fund balance at fiscal year end falls below the goal, the Authority shall develop a restoration plan to achieve and maintain the minimum fund balance. Likewise, if at fiscal year end fund balance exceeds such annual operating expenses by more than 200%, the Authority shall determine to what purpose, if any, those excess funds should be applied.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Board, and unassigned fund balance), the Authority will start with the most restricted category and spend those funds first before moving down to the next category with available funds, until lastly from Unassigned Fund Balance which funds may only be expended upon authorization by the Authority.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 28th day of April, 2016

BETWEEN:

Housatonic Resources Recovery Authority

of 162 Whisconier Road, Old Town Hall, Brookfield Connecticut 06804 (the "Client")

-AND-

Tiffany Carlson

of 217 West Lane, Ridgefield, Connecticut 06877 (the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

I. Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Contact all third grade teachers in the region,
 - Set up dates and times for programs,
 - Count out bags of chotchkas available at the HRRR office for distribution to classrooms during those programs, and
 - Provide the same or a substantially similar recycling education program as now provided by HRRR up to 6 programs in the HRRR region between May 1st 2016 and June 30th 2016.
2. The Services will also include any others tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
3. The Contractor gave written acknowledgement that he/she
 - Is an independent contractor, not an employee of HRRR, and thus will receive a 1099 at year end from HRRR.
 - Proof that the Contractor can provide transportation for the supplies and equipment needed for the program throughout the region at his/her own expense and subject to his/her own motor vehicle insurance.

- Acknowledgement that the Contractor can lift and carry up to 65 pounds, i.e. the equipment and supplies necessary to provide the program.
- Proof of current general liability and motor vehicle liability insurance for the Contractor.
- Contractor's knowledge of PowerPoint and the technology required for the program.
- Contractor's knowledge of HRRA's mission and programs.

II. Term of Agreement

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2016, subject to earlier termination as provided in the Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate the Agreement, that Party will be required to provide 14 days written notice to the other Party.

III. Performance

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

IV. Compensation

1. For the services rendered by the Contractor as required by the Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

HRRA will pay the Contractor \$160 for each program set up and completed during the term of the contract up to a maximum of 6 programs. HRRA will also reimburse mileage to and from the Contractor's place of business and the school for each program at the IRS mileage rate, currently \$.54/mile. Payment will be made by the 15th of the month following the month in which the education program is provided after the Contractor turns into the Director a sheet (provided by HRRA) listing the dates, times, schools, teacher's e-mail and mileage for all programs delivered in the prior month. Such sheets are due on the first business day of each new month.

V. Reimbursement of Expenses

1. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement
2. All expenses must be pre-approved by the Client

VI. Ownership of Intellectual Property

1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this agreement will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

XII. Assignment

1. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

XIII. Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in the Agreement

XIV. Waiver

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the 28th day of April, 2016.

Housatonic Resources Recovery Authority (Client)

Per: _____(SEAL)

Tiffany Carlson (Contractor)

E-Waste Collection and Recycling Agreement

THIS AGREEMENT (the "Agreement") is entered into as of July 1st, 2016, by and among, **Newtech Recycling Incorporated**, ("Newtech"), with offices at 600A Apgar Drive, Somerset, NJ 08873, **Housatonic Resources Recovery Authority ("HRRA")** with offices at Old Town Hall, 162 Whisconier Road, Brookfield, CT 06804 **and such of its** member municipalities, each a municipality existing under the laws of the State of Connecticut, as shall enter into an Adoption Agreement in form and substance substantially similar to that attached hereto as Exhibit A (the "**Towns**" and each a "**Town**"), with addresses as set forth in each Adoption Agreement respectively.

WHEREAS, the Towns and their residents generate certain materials generally referred to as Electronic Waste ("**E-Waste**"), including Covered Electronics Devices ("**CED**"s) and Non-Covered Electronic Devices ("**NCED**"s) as such terms are defined by the Connecticut Department of Energy and Environmental Protection ("**CTDEEP**") in the State E-Recycling Program, as defined below (CEDs and NCEDs, collectively, "**Materials**");

WHEREAS, pursuant to the Connecticut electronics recycling laws (specifically, Sections 22a-629 through 22a-640 of the Connecticut General Statutes) and the CTDEEP regulations promulgated there under (collectively, the "**State E-Recycling Program**"), each Town is required to provide its residents with free, convenient and accessible collection for recycling of discarded CEDs by an electronics recycler designated by CTDEEP as a Covered Electronics Recycler ("**CER**");

WHEREAS, Newtech has expertise in the proper recycling and/or disposal of Materials in compliance with local, state, federal, and international laws and regulations; and

WHEREAS, CTDEEP has designated Newtech as a CER within the State of Connecticut;

NOW, THEREFORE, in consideration of the covenants, mutual promises, and agreements set forth herein, the parties agree as follows:

I. SERVICES

Newtech will perform the services described in the Housatonic Resources Recovery Authority Request for Proposals for Electronics Recycling Services ("**RFP**") under Chosen Vendor Responsibilities attached hereto as Exhibit B and as described in Newtech's Proposal for Services for E-Waste collection under the heading "Obligations of Recycler" attached hereto as Exhibit C (jointly the "**Services**"), with respect to Materials collected by each respective Town (a) at any established electronics collection sites and (b) in connection with occasional electronics collection events planned, coordinated, and operated by each such Town, and, by executing the Adoption Agreement, each Town respectively appoints Newtech to perform the Services on an exclusive basis. All Materials delivered to the Collection Sites at such events will be collected by Newtech and will be recycled, reused and/or disposed of responsibly by Newtech in accordance with applicable local, state, and federal laws and requirements and in accordance with the e-Stewards Standards for Responsible Recycling and Reuse of Electronic Equipment.

II. COLLECTION, REMOVAL AND DISPOSAL OF MATERIALS

- A. Each Town will establish a regular electronics collection site (a “**Collection Site**”) at the Contract Performance Site designated for each town in the RFP (Exhibit B) for drop off of Materials by residents and the Town (including its municipal offices and schools). The Town, or its legally designated subcontractor, will be responsible for ensuring that items collected at this Collection Site consist exclusively of Materials suitable for E-Waste recycling, and that such Materials are generally free from all non-electronic items of waste, including (without limitation) putrescible materials, municipal solid waste, medical waste, yard waste, construction debris, pressurized tanks, and radioactive or hazardous substances that are not inherent to the Materials (such items being, collectively, “**Non-Conforming Matter**”).
- B. As set forth in the RFP, each Town may hold one collection event each year (or two events during the first year of this Agreement), at which the Town’s residents may bring Materials for recycling to one or more designated drop-off locations (a “**Collection Event**”). For the duration of each Collection Event, the location of any such Collection Event shall be considered a Collection Site. Each Town will reasonably coordinate its schedule of Collection Events with Newtech in order to ensure that Newtech can adequately service each Collection Event. Any Town may request that Newtech service more than one collection event per year on terms, not inconsistent with this Agreement, to be agreed to between such Town and Newtech.
- C. Non-Conforming Matter. The Town acknowledges that Newtech may lack the equipment, expertise, and/or legal right to process or dispose of Non-Conforming Matter. Therefore, Newtech may, at its option, refuse to pick up or accept, and may reject in its entirety, any load of Materials that is either (i) contaminated with any hazardous materials or other Non-Conforming Matter that Newtech is not qualified or able to safely process or dispose of (e.g., medical waste), or (ii) in its reasonable discretion is so contaminated with Non-Conforming Matter as to make the processing of such Materials impractical or unreasonably burdensome. In addition, Newtech shall have the right to deliver to the Town any rejected loads of Materials or such portion of Materials that constitute Non-Conforming Matter (it being understood that small amounts of Non-Conforming Matter of a type that Newtech may lawfully dispose of shall be disposed of by Newtech as part of the Services).
- D. Management of Collection Sites. The Town, or its legally designated subcontractor, shall be responsible for the operation, management and physical security of all Collection Sites within its jurisdiction, and in particular for directing traffic and managing the flow of visitors at each Collection Event. The Town shall provide sufficient personnel to staff each Collection Site.
- E. Newtech Access to Collection Sites. Newtech, its agents, employees and contractors, shall have reasonable access to all Collection Sites to perform the Services. Each Collection Site shall have sufficient parking, loading and collection areas as may be required to permit the orderly drop off of Materials by the public, and the collection of Materials by Newtech. As set forth in the RFP, Newtech shall use reasonable

commercial efforts to collect Materials from each regular Collection Site of a Town within one business day of such Town's collection request.

- F. Documentation and Labeling. Newtech will provide each Town with all appropriate documents and labels for the Materials including Certificates of Recycling and Bills of Lading.

III. COMPENSATION FOR SERVICES / EXCLUSIVE FUTURE ARRANGEMENT

- A. As set forth on the attached Proposal Form – Price in Exhibit C, Newtech shall provide the Services to the Town at no charge, except as may be indicated thereupon. In addition, as a material inducement for Newtech to currently provide the Services on the terms set forth in Exhibits B and C, and in partial consideration for such Services, each Town agrees to formally designate Newtech as its exclusive E-Waste recycler, to provide Services (or services materially similar to the Services, as may be required by any State E-Recycling Program) to each Town for a period of three (3) years, commencing upon July 1, 2016, with up to seven (7) one-year renewals, subject to the terms and conditions of this Agreement see Paragraph VIII, below).

IV. REBATE

As set forth on the attached Proposal Form – Rebate in Exhibit C, Newtech shall provide HRRA Municipalities .055 cents per pound on all CED's, paid on a quarterly basis, to each individual municipality and sent to HRRA at 162 Whisconier Road, Brookfield CT, 06804 within 30 days of the end of each Quarter.

V. DATA SECURITY

Once Materials have been delivered to Newtech, Newtech will take all appropriate measures to secure collected E-Waste from theft, or from theft of the data stored on such E-Waste. Data sanitization or "destruction" is NOT included in the scope of this Agreement. If requested by the Town, data sanitization performed in accordance with the United States Department of Defense Standard 5220.22-M with the appropriate Certificates of Data Destruction is available at an additional fee. Newtech may, at its election, recycle or re-sell intact Materials that it collects from the Town, provided that Newtech shall perform data sanitization upon any Materials that it re-sells.

VI. TITLE AND LIABILITY

Title and liability for the Materials will pass from the Town and/or its residents to Newtech upon the completion of loading of Materials from the Town-owned or operated storage container at a Collection Site onto the designated vehicles provided by Newtech, or the unloading of Materials from a vehicle owned, operated or provided by the Town, into a facility operated by Newtech, except that title and related liability shall remain with the Town with respect to Materials rejected by Newtech as containing Non-Conforming Matter, whether at the time of delivery or subsequent thereto.

VII. INSURANCE

Newtech shall maintain insurance at its own expense in amounts in accordance with the provisions of the RFP. Each Town and the HRRA will be named as an Additional Insured during the term of the Agreement.

VIII. COMPLIANCE WITH LAWS

Newtech will perform the Services in compliance with all applicable statutes, ordinances, orders, rules and regulations, federal, state and local and in compliance with the Scope of Work provisions of the RFP.

Each of Newtech and the respective Towns represents that it is authorized and empowered to enter into this Agreement, and that the terms and provisions of this Agreement are binding on each of them and do not conflict with any agreement, regulation, law or order to which it is a party or by which it is bound.

IX. TERM OF AGREEMENT & TERMINATION

This Agreement shall be effective with respect to the HRRA upon its mutual execution by the HRRA and Newtech. This Agreement shall be effective with respect to each Town on an individual basis upon such Town's entering into an Adoption Agreement. This Agreement shall continue in effect through and until June 30, 2019, except that, if (a) CTDEEP rejects Newtech's application to remain designated as a CER during that time, or (b) Newtech is in material non-compliance with its obligations under this Agreement, then the HRRA or any Town (with respect to such Town's Adoption Agreement) may terminate this Agreement at any time upon at least thirty (30) days' prior written notice to Newtech. Upon such termination, Newtech shall be entitled to compensation for special event services requested by a municipality and rendered through or in progress as of the date of termination.

Provided that Newtech remains certified as a CER then, this Agreement shall automatically renew annually, for seven (7) successive one-year renewal terms, the first such renewal term to commence upon July 1, 2019 and each successive renewal term to commence upon each subsequent July 1st, unless a party to the Agreement provides at least thirty (30) days' prior written notice that it does not, with respect to itself, wish to renew this Agreement or that it will not renew this Agreement without amendment to the terms hereof (any terms as to which amendment is sought to be specified in such notice and such amendment to be effective only if consented to by the other parties to the Agreement whose consent may be required). In the event that a Town seeks to exercise its right not to renew, to terminate or to amend this Agreement with the consent of Newtech, then such non-renewal, termination or amendment shall be applicable as between Newtech and such Town only, without prejudice to the rights and obligations of any other Town or the HRRA.

X. MISCELLANEOUS

- A. Notices. Any notice, consent, or other communication shall be made in writing and shall be delivered by hand, by registered mail, return receipt requested, or by reputable overnight courier, and shall be addressed as follows:

If to Newtech: Newtech Recycling Inc.
600A Apgar Drive
Somerset, NJ 08873

If to HRRA: HRRA
Old Town Hall
162 Whisconier Road
Brookfield, CT 06804

If to the Town: To the Address of each such Town as Shall
appear on its respective Adoption
Agreement with a copy to:

HRRA
Old Town Hall
162 Whisconier Road
Brookfield, CT 06804

- B. Waiver. The failure of any party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder, or of the future performance of any such term or condition.
- C. Entire Agreement. This Agreement, including Exhibits B and C, which adopts and includes the RFP, the agreed upon exceptions to the RFP, and the response thereto by Newtech, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or agreements among the parties, other than the RFP, the agreed upon exceptions, and Newtech's response thereto, whether written or oral, to the extent related to the subject matter hereof. No party hereto has relied upon any promise, representation, warranty, agreement, covenant, or undertaking, express or implied, other than those expressly set forth herein. In the event of a conflict among this Agreement, the RFP and/or Newtech's response to the RFP, the parties to the Agreement shall resolve the conflict in a manner that is mutually agreeable. This Agreement may not be amended, modified, or altered in any manner, except pursuant to the terms of a written instrument signed by each of the parties hereto.
- D. Invalid Provision. The invalidity or unenforceability of any material provision of this Agreement shall vest in any party the right, in its sole option, to terminate this Agreement with respect to its participation in the Agreement at any time, upon not less than 30 days prior written notice.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut.
- F. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

- G. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall for all purposes constitute one agreement binding upon all of the parties.
- H. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

HRRA

Newtech Recycling Inc.

By: _____
Name:

By: _____
Name:

Title:

Title:

Date:

Date:

EXHIBIT A

FORM OF TOWN ADOPTION AGREEMENT

**E-Waste Collection and Recycling Agreement
Municipal Adoption Agreement**

THIS ADOPTION AGREEMENT (the "Adoption Agreement") is entered into as of _____, 2016, by _____, (the "Town") a municipality existing under the laws of the State of Connecticut and a Member of Housatonic Resources Recovery Authority ("HRRA"), a regional resources recovery authority organized and existing under the laws of the State of Connecticut.

WHEREAS, Newtech International, a New Jersey corporation ("Newtech"), with offices at 600A Apgar Drive, Somerset, NJ 08873, and HRRA have entered into an E-Waste Collection Agreement dated as of April 28, 2016 (the "E-Waste Collection Agreement") pursuant to which Newtech will provide certain e-waste recycling Services on behalf of HRRA member municipalities that agree to adopt that E-Waste Collection and Recycling Agreement;

WHEREAS, the Town desires that Newtech provide for the Town the Services set forth in the E-Waste Collection and Recycling Agreement; and

WHEREAS, the Town desires to adopt the provisions of the E-Waste Collection and Recycling Agreement and become bound by the terms and conditions thereof;

NOW, THEREFORE, in consideration of the covenants, mutual promises, and agreements set forth herein and in the E-Waste Collection and Recycling Agreement, the Town agrees as follows:

1. Town hereby adopts the E-Waste Collection and Recycling Agreement and agrees to be bound by the terms and conditions thereof.
2. Town represents that it is authorized and empowered to enter into this Adoption Agreement and the E-Waste Collection and Recycling Agreement, and that the terms and provisions of such Adoption Agreement and E-Waste Collection and Recycling Agreement are binding on it and do not conflict with any agreement, regulation, law or order to which it is a party or by which it is bound.

IN WITNESS WHEREOF, the Town has caused this Adoption Agreement to be executed by a duly authorized representative.

[TOWN/CITY] _____

ADDRESS _____

By _____
[Name][Title]

Date _____

EXHIBIT B

**[HRRA RFP incorporating agreed upon exceptions to be
attached here as Exhibit B]**

EXHIBIT C

**[Newtech Proposal response to the HRRA RFP to be reproduced
and attached here as Exhibit C]**

E-Waste Proposal Comparison Chart 2016-2019

Qualifications/Company	Take 2	Coventa	ERP	NewTech
CER	Yes	Yes	Yes	Yes
NAID	No	No	Yes	May, 2016
R2	No	Yes	Yes	Yes
ISO14001:2004	No	Yes	Yes	Yes
E-steward	No	Yes	Yes	No
Free CEDs transport & recycling	X	X	X	X
Free shipping containers	X	X	\$105	X
Free gaylords	X	X	\$	X
Free municipal/school e-waste	X	X	\$	X
Free Non-CED transport & recycling	X	X	X	X
Free fluorsecents	X	X	\$2 lb	X
Free training	X	X	X	X
Free loading	X	X	X	X
Free one-day set ups	X	X	X	PAY us \$200
No other charges	X	X	X	X
Cents per pound on all CEDs	0.04	0.04	0.5	0.55
Cents per pound on all non-CEDs	0	0	0	0
List of all e-waste accepted	X	X	X	X
COI	X	X	X	X
CT municipal clients	X	X	X	X
Signed proposal form	X	X	X	X
Proof of certifications	X	X	X	X
Additional equipment needed	NA	X	X	NA
Provided final destinations	X	TBD	X	X
List Subcontractors	NA	NA	NA	NA