

## HOUSATONIC RESOURCES RECOVERY AUTHORITY

Monday, May 4, 2020 10:30 a.m.

Zoom – Link posted on [www.hrra.org](http://www.hrra.org)

### 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 p.2-11*)
  5. Administrative approvals
    - a. \*Minutes of March 2, 2020 (*Attachment B p.12-14*)
    - b. \*Financial statements through March 31, 2020 (*Attachment C p.15-17*)
  6. Old business
    - a. Recycling market update
    - b. Glass program update
  7. New business
    - a. \*Town of Weston joining the HRRA - Vote  
*The Authority may go into executive session for the discussion of contracts.*
    - b. \*By-Law update (*Attachment D p.18-24*)
    - c. \*Hauler Registration (*Attachment E p.25-28*)
    - d. \*Business vs Residential local TS permit
    - e. \*Nomination Committee – Chairman to appoint
  8. \*Adjournment  
*\*Possible action items*
- cc: HRRA members and alternates  
Town clerks and FOI list

## HRRRA Director's Report

**March 1<sup>st</sup> to April 24, 2020**

### **MSW and Recycling Tonnage Reports**

The MSW and recycling tonnage reports through March 31<sup>st</sup> are attached.

- MSW tonnage year to date is running at **104%** compared to the same time last year.
- Recycling tonnage is running at **118%** compared to the same time last year.
- E-waste tonnage is running at **100%** compared to the same time last year.
- Glass collected from Bethel, Redding and Ridgefield March 1, 2019 to April 24, 2020 – **190.75 tons**

### **Public Education Update**

<b>Town</b>	<b>School/Organization</b>	<b># Students/People</b>	<b>Dates</b>
<b>New Fairfield</b>	High School	22	March 5
<b>Danbury</b>	Ellsworth Avenue	87	March 9

### **Public Education events cancelled:**

March 19<sup>th</sup> AIS Danbury Magnet School

March 24<sup>th</sup> New Morning Market

April 6<sup>th</sup> Redding Brownies

April 23<sup>rd</sup> Burnham Library, Bridgewater

May 13<sup>th</sup> Mark Twain Library, Redding

May 26<sup>th</sup> Hawley School, Newtown

### **Tentative Education programs scheduled:**

June 11<sup>th</sup> - Walnut Tree Apartments - Bethel

### **Meetings /Activities from March to April 24, 2020**

- J. Heaton-Jones testified on several environmental bills in Hartford on March 6<sup>th</sup>. Testimony can be viewed on the CGA website.
- The RRTF met on March 12<sup>th</sup> to judge the annual regional winners. They also reviewed transfer station vendors and resources. They met again on April 2<sup>nd</sup>. Agenda and minutes are posted on the HRRRA website.
- The Director attended a CT DEEP zoom meeting with other Resource Recovery Authorities to continue to discussions on solid waste capacity in the state.
- The Director attended the CRC March meeting via zoom.
- Attended a NERC Rethinking Recycling Webinar.
- Organized and facilitated a successful litter cleanup event in Bridgewater on April 4<sup>th</sup>
- Hired Jennifer Baum as the new Regional Recycling Coordinator and Educator. Her first day was March 18th.

Attachment A

- The Director has been working closely with the Town of Weston to help with their transition to become a member of the HRRRA.
- J. Heaton-Jones is working with Oak Ridge to formulize an MOU to better outline how and when the recycling tip fee would change, up or down.
- The Director is still actively involved with the Northeast Recycling Coalition Glass Committee.
- J. Heaton-Jones continues to participate in national calls with local and state governments on Product Stewardship.
- J. Heaton-Jones began conversations with Resource Recycling Systems (RRS) who is managing the newly formed Glass Recycling Coalition and how the HRRRA could partner with them for our regional glass program.
- Strategic Material in South Windsor CT has been impacted by the grocery stores redemption rooms shutting down. They are down 85% in feed stock. They reached out to the HRRRA to request sending our glass to them with a promise no loads would be rejected. J. Heaton-Jones is working with Oak Ridge on the logistics.
- Urban Mining is still scheduled to be up and running in June of 2020. Oak Ridge is still working out a deal with them on disposal cost.
- The Director is working with CT DEEP on a universal registration and data reporting process.
- The 13<sup>th</sup> Annual Billboard Contest Award Ceremony took place via ZOOM on April 22. There were 49 regional winners. The Grand Prize winner was Julissa Tomaino an 8<sup>th</sup> grader from New Fairfield. Her artwork will be displayed on 10 HARTransit buses throughout the region from June, July and August.
- M. Knickerbocker has cancelled the HHW event that was scheduled for Bethel on May 9<sup>th</sup>.

#### **Dates to add to calendar**

- June 6<sup>th</sup> HHW Newtown
- June 22<sup>nd</sup> HRRRA Meeting
- Sept. 12<sup>th</sup> HHW Brookfield
- Sept. 28<sup>th</sup> HRRRA Meeting
- Oct. 10<sup>th</sup> HHW TBD
- Nov. 7<sup>th</sup> HHW Danbury
- Dec. 4<sup>th</sup> HRRRA Meeting

#### **Items for your radar**

- **Workshop:** Using Recycled Materials in Roads & Infrastructure Projects – Nov. 15<sup>th</sup> [www.NERC.org](http://www.NERC.org)

### HRRR - MSW Tonnage

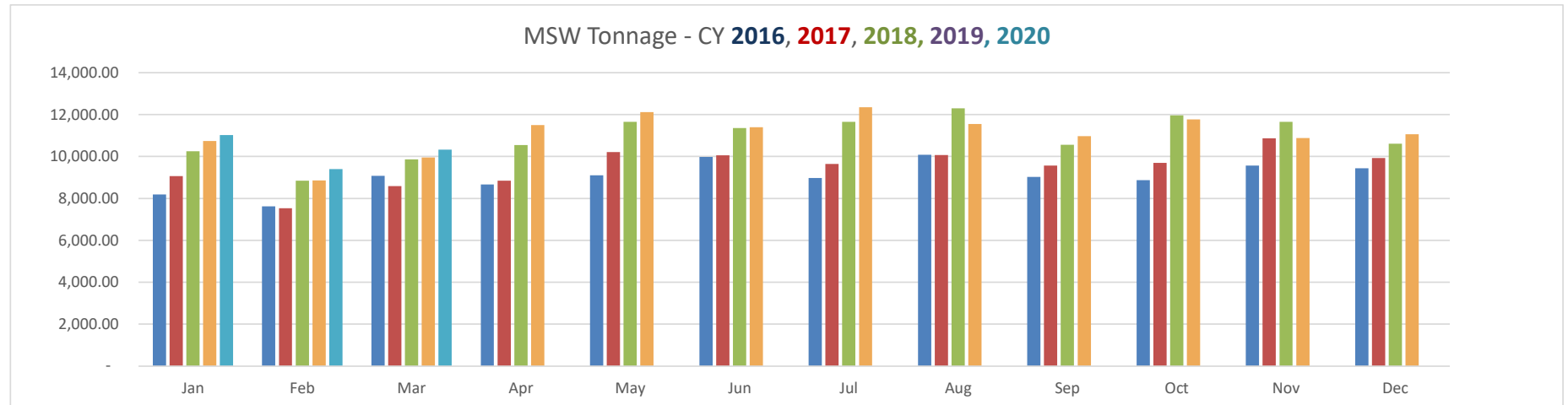
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	YTD as % of Prior YTD
Jan	10,412.62	10,204.23	10,816.98	10,909.90	9,521.05	8,709.97	8,193.26	9,060.62	10,256.78	10,745.50	11,023.81	11,023.81
Feb	9,082.72	9,656.34	9,759.96	8,305.92	7,648.06	7,070.96	7,626.85	7,535.47	8,841.09	8,863.32	9,401.69	
Mar	12,008.02	11,809.91	10,632.01	9,199.49	8,507.43	8,415.64	9,077.68	8,584.21	9,868.75	9,948.73	10,323.38	
Apr	13,461.21	11,212.42	10,269.20	10,373.68	10,330.16	8,796.55	8,669.38	8,853.20	10,547.05	11,502.64		
May	11,285.47	12,081.01	11,825.87	11,536.19	10,632.45	10,095.92	9,103.14	10,209.07	11,650.66	12,115.93		
Jun	12,956.37	12,998.70	11,246.95	11,665.08	9,908.25	10,776.39	9,977.93	10,055.20	11,361.23	11,396.48		
Jul	12,118.43	11,142.45	11,818.05	11,885.87	11,457.12	10,613.73	8,978.65	9,650.28	11,654.85	12,347.13		
Aug	12,195.33	12,835.18	12,154.61	10,442.51	9,504.43	9,308.83	10,088.70	10,065.10	12,294.98	11,546.06		
Sep	11,601.53	12,916.11	10,816.64	10,090.83	9,830.16	9,562.86	9,024.18	9,569.14	10,565.45	10,976.99		
Oct	11,516.97	11,226.64	11,417.38	11,022.28	10,320.11	9,101.82	8,877.85	9,696.31	11,969.58	11,766.79		
Nov	11,829.98	12,497.05	12,158.28	9,445.19	8,872.00	9,051.83	9,570.73	10,864.04	11,660.40	10,886.55		
Dec	11,949.55	11,610.69	10,727.36	10,068.41	10,111.75	9,176.60	9,434.03	9,925.42	10,606.23	11,058.63		
<b>Total Tons YTD</b>	<b>140,418.20</b>	<b>140,190.73</b>	<b>133,643.29</b>	<b>124,945.35</b>	<b>116,642.97</b>	<b>110,681.10</b>	<b>108,622.38</b>	<b>114,068.06</b>	<b>131,277.05</b>	<b>133,154.75</b>	<b>30,748.88</b>	<b>104%</b>
% of WSDA Benchmark Annual Tonnage (115,284)	122%	122%	116%	108%	101%	96%	94%	99%	114%	116%		

### HRRR MSW Program Fee

	Calendar 2010	Calendar 2011	Calendar 2012	Calendar 2013	Calendar 2014	Calendar 2015	Calendar 2016	Calendar 2017	Calendar 2018	Calendar 2019		
<b>Program Fee Earned YTD</b>	\$96,888.56	\$107,946.86	\$102,905.33	\$98,706.83	\$94,480.81	\$110,681.10	\$108,622.38	\$114,068.06	\$131,277.05	\$201,736.89	\$61,497.76	
<b>Program Fee Pd To HRRR YTD</b>	\$92,369.68	\$107,522.00	\$102,905.00	\$98,707.00	\$94,481.00	\$111,729.59	\$110,343.05	\$102,954.28	\$131,277.05	\$201,736.89	\$61,497.76	
	<b>FY 2009-10</b>	<b>FY 2010-11</b>	<b>FY 2011-12</b>	<b>FY 2012-13</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	
<b>Program Fee Pd To HRRR FYTD</b>	\$106,495.55	\$98,776.52	\$105,385.08	\$102,173.39	\$99,288.01	\$106,342.85	\$109,465.26	\$110,088.23	\$122,403.88	\$133,322.83	\$198,662.05	

### HRRRA - MSW Tonnage Year-to-Date

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	YTD as % of Prior YTD
Jan	10,412.62	10,204.23	10,816.98	10,909.90	9,521.05	8,709.97	8,193.26	9,060.62	10,256.78	10,745.50	11,023.81	
Feb	9,082.72	9,656.34	9,759.96	8,305.92	7,648.06	7,070.96	7,626.85	7,535.47	8,841.09	8,863.32	9,401.69	
Mar	12,008.02	11,809.91	10,632.01	9,199.49	8,507.43	8,415.64	9,077.68	8,584.21	9,868.75	9,948.73	10,323.38	
Apr	13,461.21	11,212.42	10,269.20	10,373.68	10,330.16	8,796.55	8,669.38	8,853.20	10,547.05	11,502.64		
May	11,285.47	12,081.01	11,825.87	11,536.19	10,632.45	10,095.92	9,103.14	10,209.07	11,650.66	12,115.93		
Jun	12,956.37	12,998.70	11,246.95	11,665.08	9,908.25	10,776.39	9,977.93	10,055.20	11,361.23	11,396.48		
Jul	12,118.43	11,142.45	11,818.05	11,885.87	11,457.12	10,613.73	8,978.65	9,650.28	11,654.85	12,347.13		
Aug	12,195.33	12,835.18	12,154.61	10,442.51	9,504.43	9,308.83	10,088.70	10,065.10	12,294.98	11,546.06		
Sep	11,601.53	12,916.11	10,816.64	10,090.83	9,830.16	9,562.86	9,024.18	9,569.14	10,565.45	10,976.99		
Oct	11,516.97	11,226.64	11,417.38	11,022.28	10,320.11	9,101.82	8,877.85	9,696.31	11,969.58	11,766.79		
Nov	11,829.98	12,497.05	12,158.28	9,445.19	8,872.00	9,051.83	9,570.73	10,864.04	11,660.40	10,886.55		
Dec	11,949.55	11,610.69	10,727.36	10,068.41	10,111.75	9,176.60	9,434.03	9,925.42	10,606.23	11,058.63		
<b>Total Tons YTD</b>	<b>140,418.20</b>	<b>140,190.73</b>	<b>133,643.29</b>	<b>124,945.35</b>	<b>116,642.97</b>	<b>110,681.10</b>	<b>108,622.38</b>	<b>114,068.06</b>	<b>131,277.05</b>	<b>133,154.75</b>	<b>30,748.88</b>	<b>104%</b>
<b>% of WSDA Benchmark Tonnage (115,284)</b>												



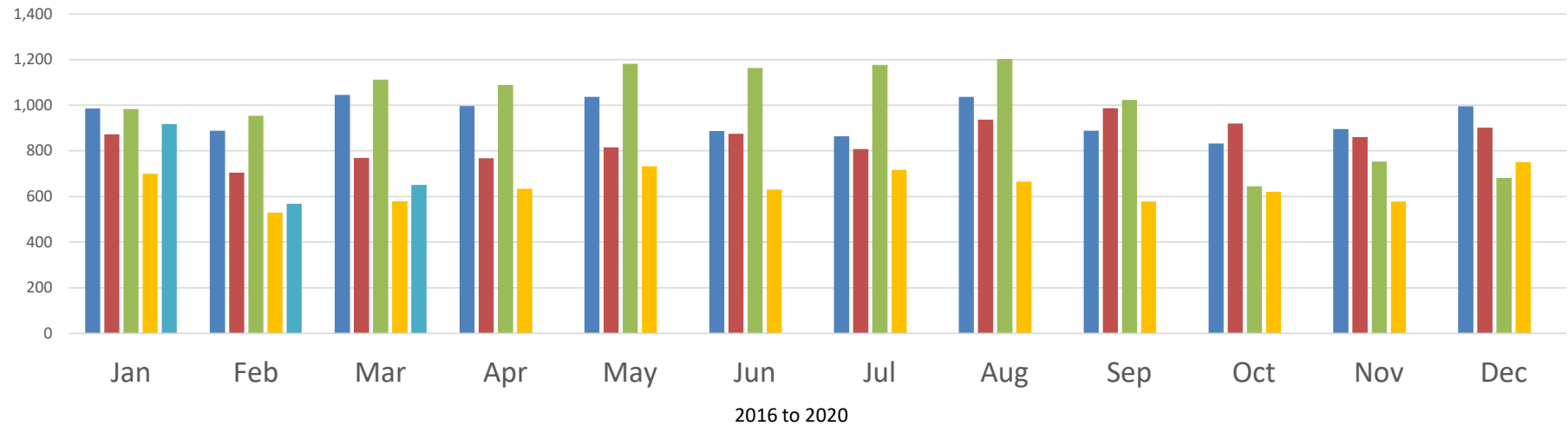
### Transfer Station Tonnage By Month/Year

	Newtown TS				Danbury TS				Ridgefield TS				Total HRRR TS			
	2017	2018	2019	2020	2017	2018	2019	2020	2017	2018	2019	2020	2017	2018	2019	2020
January	950.27	982.59	1,002.41	1,062.43	7,462.73	8,405.51	8,971.96	8,913.98	647.62	868.68	771.13	1,047.40	9,060.62	10,256.78	10,745.50	11,023.81
February	800.21	855.90	844.91	988.81	6,090.42	7,334.32	7,468.26	7,495.54	644.79	650.87	550.15	917.34	7,535.42	8,841.09	8,863.32	9,401.69
March	870.68	906.25	945.78	1,104.84	7,013.76	8,198.48	8,235.01	8,080.47	699.77	764.02	767.94	1,138.07	8,584.21	9,868.75	9,948.73	10,323.38
April	961.32	978.02	1,053.47		7,011.09	8,663.24	9,493.57		880.79	905.79	955.60		8,853.20	10,547.05	11,502.64	-
May	1,079.50	1,012.80	1,133.62		8,231.91	9,774.37	9,960.55		897.66	863.49	1,021.76		10,209.07	11,650.66	12,115.93	-
June	1,094.92	1,144.93	1,126.44		7,970.15	9,238.29	9,203.35		990.13	978.01	1,066.69		10,055.20	11,361.23	11,396.48	-
July	1,039.78	1,103.59	1,179.01		7,693.25	9,728.22	10,199.80		917.25	823.04	968.32		9,650.28	11,654.85	12,347.13	-
August	1,078.03	1,103.31	1,134.35		8,056.60	10,341.61	9,573.29		930.47	850.06	838.42		10,065.10	12,294.98	11,546.06	-
September	1,012.80	1,022.77	1,024.63		7,692.85	8,747.68	9,077.36		863.49	794.00	875.00		9,569.14	10,564.45	10,976.99	-
October	976.78	1,101.46	1,054.20		7,796.18	9,916.47	9,825.84		923.35	951.65	886.75		9,696.31	11,969.58	11,766.79	-
November	1,071.60	1,065.06	1,117.60		8,828.15	9,708.42	8,940.54		964.29	886.92	828.41		10,864.04	11,660.40	10,886.55	-
December	993.69	1,025.22	1,130.90		8,141.78	8,733.40	8,942.84		789.95	847.61	984.89		9,925.42	10,606.23	11,058.63	-
Total YTD	11,929.58	12,301.90	12,747.32	3,156.08	91,988.87	108,790.01	109,892.37	24,489.99	10,149.56	10,184.14	10,515.06	3,102.81	114,068.01	131,276.05	133,154.75	30,748.88
% of Total Tonnage	10.5%	9.4%	9.6%	10.3%	80.6%	82.9%	82.5%	79.6%	8.9%	7.8%	7.9%	10.1%	100.0%	100.0%	100.0%	100.0%
	Newtown TS				Danbury TS				Ridgefield TS				Total HRRR TS			

### HRRA/Regional Recycling Facility Tonnage

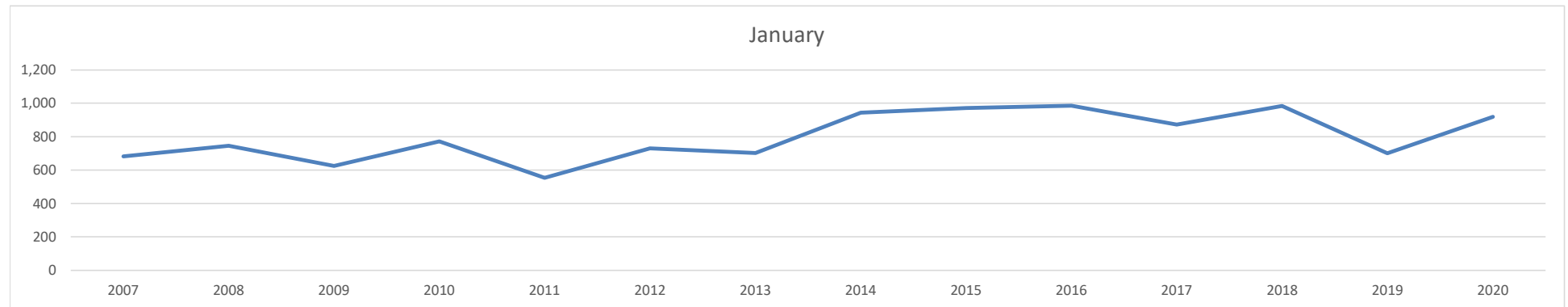
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2020 YTD as % of 2019 YTD
Jan	681	746	625	771	554	729	702	944	971	986	872	983	700	918	
Feb	534	630	566	616	537	656	566	756	759	888	705	954	529	568	
Mar	692	675	593	742	558	715	652	869	901	1,045	769	1,112	579	651	
Apr	697	604	606	727	518	693	600	995	988	997	768	1,089	634		
May	738	672	729	674	584	742	692	1,089	1,026	1,037	815	1,181	732		
Jun	709	637	832	607	640	790	647	1,010	1,059	887	875	1,163	630		
Jul	681	660	823	543	616	745	975	1,043	1,070	864	808	1,176	717		
Aug	755	609	753	562	721	811	980	975	979	1,037	937	1,202	666		
Sep	638	639	763	563	708	691	998	1,050	1,016	888	986	1,023	578		
Oct	746	639	742	540	656	684	956	1,043	949	832	920	645	620		
Nov	791	640	804	569	715	737	868	915	1,025	895	861	754	578		
Dec	775	837	866	653	801	677	982	1,180	1,229	995	901	681	751		
<b>Total Tons YTD</b>	<b>8,437</b>	<b>7,988</b>	<b>8,702</b>	<b>7,567</b>	<b>7,608</b>	<b>8,670</b>	<b>9,618</b>	<b>11,869</b>	<b>11,972</b>	<b>11,351</b>	<b>10,217</b>	<b>11,964</b>	<b>7,715</b>	<b>2,137</b>	<b>118%</b>

### 2016 - 2017 - 2018 - 2019 - 2020 Recycling Tonnage



HRR/Regional Recycling Facility Tonnage																
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2020 YTD as % of 2019 YTD	
Jan	681	746	625	771	554	729	702	944	971	986	872	983	700	918		Jan
Feb	534	630	566	616	537	656	566	756	759	888	705	954	529	568		Feb
Mar	692	675	593	742	558	715	652	869	901	1,045	769	1,112	579	651		Mar
Apr	697	604	606	727	518	693	600	995	988	997	768	1,089	634			Apr
May	738	672	729	674	584	742	692	1,089	1,026	1,037	815	1,181	732			May
Jun	709	637	832	607	640	790	647	1,010	1,059	887	875	1,163	630			Jun
Jul	681	660	823	543	616	745	975	1,043	1,070	864	808	1,176	717			Jul
Aug	755	609	753	562	721	811	980	975	979	1,037	937	1,202	666			Aug
Sep	638	639	763	563	708	691	998	1,050	1,016	888	986	1,023	578			Sep
Oct	746	639	742	540	656	684	956	1,043	949	832	920	645	620			Oct
Nov	791	640	804	569	715	737	868	915	1,025	895	861	754	578			Nov
Dec	775	837	866	653	801	677	982	1,180	1,229	995	901	681	751			Dec
<b>Total Tons YTD</b>	<b>8,437</b>	<b>7,988</b>	<b>8,702</b>	<b>7,567</b>	<b>7,608</b>	<b>8,670</b>	<b>9,618</b>	<b>11,869</b>	<b>11,972</b>	<b>11,351</b>	<b>10,217</b>	<b>11,964</b>	<b>7,715</b>	<b>2,137</b>	<b>118%</b>	<b>YTD</b>

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	FY YTD
Jan	681	746	625	771	554	729	702	944	971	986	872	983	700	918	131.13%
Feb															
Mar															
Apr															
May															
Jun															
Jul															
Aug															
Sep															
Oct															
Nov															
Dec															
<b>Total Tons YTD</b>	<b>681</b>	<b>746</b>	<b>625</b>	<b>771</b>	<b>554</b>	<b>729</b>	<b>702</b>	<b>944</b>	<b>971</b>	<b>986</b>	<b>872</b>	<b>983</b>	<b>700</b>	<b>918</b>	<b>131%</b>





## HRRR Recycling Rebate History

	CY 2016		CY 2017		2017 YTD as % of 2016 YTD	CY 2018		2018 YTD as % of 2017 YTD	CY 2019		2019 YTD as % of 2018 YTD	CY 2020		2020 YTD as % of 2019 YTD
	Tonnage	Rebate	Tonnage	Rebate		Tonnage	Rebate		Tonnage	Rebate		Tonnage	Rebate	
Jan	986	\$9,860.00	872	\$4,360.00	-\$5,500.00	983	\$6,144.38	\$1,784.38	700	\$5,247.08	-\$897.30	917.93	\$4,589.65	-\$657.43
Feb	888	\$8,880.00	705	\$3,525.00	-\$5,355.00	954	\$5,963.19	\$2,438.19	529	\$3,967.80	-\$1,995.39	567.82	\$2,839.10	-\$1,128.70
Mar	1,045	\$10,450.00	769	\$3,845.00	-\$6,605.00	1,112	\$6,949.69	\$3,104.69	579	\$4,341.00	-\$2,608.69	651.21	\$3,256.05	-\$1,084.95
Apr	997	\$4,985.00	768	\$3,841.10	-\$1,143.90	1,089	\$6,808.41	\$2,967.31	634	\$4,755.60	-\$2,052.81			
May	1,037	\$5,185.00	815	\$4,075.00	-\$1,110.00	1,181	\$7,382.31	\$3,307.31	732	\$5,492.55	-\$1,889.76			
Jun	887	\$4,435.00	875	\$4,375.00	-\$60.00	1,163	\$7,270.88	\$2,895.88	630	\$4,725.00	-\$2,545.88			
Jul	864	\$4,320.00	808	\$6,060.00	\$1,740.00	1,176	\$8,822.93	\$2,762.93	717	\$3,585.00	-\$5,237.93			
Aug	1,037	\$5,185.00	937	\$7,027.50	\$1,842.50	1,202	\$9,017.40	\$1,989.90	666	\$3,328.25	-\$5,689.15			
Sep	888	\$4,440.00	986	\$7,395.68	\$2,955.68	1,023	\$7,671.23	\$275.55	578	\$2,890.50	-\$4,780.73			
Oct	832	\$4,160.00	920	\$6,902.48	\$2,742.48	645	\$4,837.65	-\$2,064.83	620	\$3,101.65	-\$1,736.00			
Nov	895	\$4,475.00	861	\$5,378.44	\$903.44	754	\$5,651.48	\$273.04	578	\$2,890.50	-\$2,760.98			
Dec	995	\$4,975.00	901	\$5,632.00	\$657.00	681	\$5,108.70	-\$523.30	751	\$3,756.20	-\$1,352.50			
	11,351	\$71,350.00	10,217	\$62,417.19	-\$8,932.81	11,964	\$81,628.22	\$19,211.03	7,714	\$48,081.13	64%	2136.96	\$10,684.80	

	FY 2016-2017	FY 2017-18	FY 2018-19	FY 2019-20		
July	864	808	1,176	717		
August	1,037	937	1,202	666	4,250	21249.88
September	888	986	1,023	578		
October	832	920	645	620		
November	895	861	754	578		
December	995	901	681	751		
January	872	983	700	918		
February	705	954	529	568		
March	769	1,112	579	651		
April	768	1,089		0		
May	815	1,181		0		
June	875	1,163		0		
	10,315	11,896	7,289	6,047 tons	83%	
	\$51,576.10	\$78,914.93	\$69,638.40	\$30,236.90 rebate	55%	

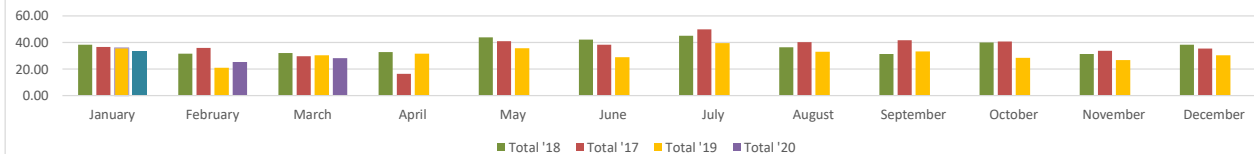
## Ewaste Tonnage

2018	Bethel	Bridgewater	Danbury	Kent	New Fairfield	New Milford	Newtown	Redding	Ridgefield	Total '18	Total '17	Total '16
January	1.62	1.21	11.28	2.62	1.13	4.75	9.38	1.95	4.30	38.24	36.65	50.83
February	2.81	0.00	6.42	0.00	3.21	4.64	7.27	1.97	5.30	31.63	35.83	36.08
March	1.43	1.00	5.64	1.76	1.47	7.82	7.02	1.57	4.34	32.05	29.71	33.69
April	1.43	0.00	9.35	0.00	1.94	4.24	8.56	1.78	5.44	32.74	16.50	48.56
May	1.64	1.49	16.01	2.54	1.53	5.42	7.62	1.28	6.26	43.79	41.07	43.87
June	2.05	1.01	11.73	0.00	2.07	6.68	8.46	2.28	7.89	42.17	38.31	43.20
July	4.15	1.13	9.53	1.92	2.15	5.83	11.23	3.35	5.84	45.13	49.88	47.71
August	2.81	0.00	6.94	2.11	1.63	5.61	9.10	1.51	6.75	36.46	40.22	50.27
September	2.26	1.44	5.22	0.00	1.95	4.98	8.41	1.24	5.75	31.25	41.69	46.43
October	2.28	0.00	10.62	2.35	2.44	4.26	8.33	3.50	6.17	39.95	40.81	45.21
November	1.72	1.53	4.61	0.00	2.93	6.00	7.93	1.18	5.53	31.43	33.77	39.10
December	2.47		7.44	2.49	2.62	5.33	10.13	1.62	6.25	38.35	35.43	50.74
Total Tons	26.67	8.81	104.79	15.78	25.07	65.57	103.44	23.24	69.82	443.18	439.85	535.68
	BE	BW	DA	KE	NF	NM	NE	RE	RI	Total '18	Total '17	Total '16

2019	Bethel	Bridgewater	Danbury	Kent	New Fairfield	New Milford	Newtown	Redding	Ridgefield	Total '19	Total '18	Total '17
January	2.91	1.50	7.73	0.00	2.02	4.34	9.29	2.41	5.71	35.91	38.24	36.65
February	2.27	0.00	3.79	0.00	1.65	2.63	8.21	0.76	1.62	20.93	31.63	35.83
March	1.87	0.96	5.07	2.50	2.35	4.59	5.98	1.09	5.95	30.36	32.05	29.71
April	2.48	0.00	3.38	2.14	2.83	4.28	10.35	1.12	5.10	31.67	32.74	16.50
May	1.95	1.50	6.52	2.54	1.77	5.45	6.62	2.00	7.30	35.65	43.79	41.07
June	2.14	0.00	5.23	0.00	2.67	4.74	6.70	1.69	5.88	29.06	42.17	38.31
July	2.73	0.63	8.26	1.92	3.19	5.21	9.86	2.46	5.28	39.53	45.13	49.88
August	1.55	0.59	7.10	2.33	2.27	4.32	6.58	1.27	6.94	32.95	36.46	40.22
September	2.34	0.00	8.38	2.00	2.03	3.68	8.11	1.60	5.08	33.22	31.25	41.69
October	1.92	0.68	4.74	0.00	2.79	5.03	5.83	0.80	6.71	28.49	39.95	40.81
November	1.80	0.65	5.36	2.61	1.70	2.52	6.43	2.05	3.56	26.69	31.43	33.77
December	2.01	0.52	6.22	0.00	2.31	4.60	8.43	1.44	4.97	30.50	38.35	35.43
Total Tons	25.97	7.03	71.79	16.05	27.58	51.39	92.37	18.69	64.08	374.96	443.19	439.87
	BE	BW	DA	KE	NF	NM	NE	RE	RI	Total '19	Total '18	Total '17

2020	Bethel	Bridgewater	Danbury	Kent	New Fairfield	New Milford	Newtown	Redding	Ridgefield	Total '20	Total '19	Total '18
January	2.23	0.00	6.10	0.96	4.22	3.42	6.59	2.16	7.83	33.50	35.91	38.24
February	2.48	0.80	4.87	0.00	1.65	2.54	6.65	1.33	4.94	25.25	20.93	31.63
March	1.94	0.70	4.89	0.00	2.26	4.06	9.67	0.77	3.96	28.25	30.36	32.05
April											31.67	32.74
May											35.65	43.79
June											29.06	42.17
July											39.53	45.13
August											32.95	36.46
September											33.22	31.25
October											28.49	39.95
November											26.69	31.43
December											30.50	38.35
Total Tons	6.64	1.50	15.86	0.96	8.12	10.02	22.91	4.26	16.73	87.00	374.96	443.19
	BE	BW	DA	KE	NF	NM	NE	RE	RI	Total '20	Total '19	Total '18

E-Waste 2020, 2019, 2018, 2017



## HRRA Glass Pilot Phase I

[illegible]

Bethel		Redding		Ridgefield	
3/11/2019	2.88	4/12/2019	4.17	3/2/2019	6.59
4/10/2019	2.34	5/15/2019	4.42	3/18/2019	3.71
5/8/2019	2.50	7/10/2019	4.42	4/2/2019	3.61
6/24/2019	2.97	7/31/2019	2.12	4/24/2019	5.22
7/22/2019	2.34	9/7/2019	3.82	5/16/2019	8.44
8/20/2019	2.99	11/1/2019	4.74	6/13/2019	3.8
9/24/2019	3.43	11/11/2020	4.74	7/8/2019	5.39
10/24/2019	2.82	12/30/2020	6.30	7/17/2019	3.71
11/25/2019	2.92	4/8/2020	10.24	8/7/2019	4.31
12/26/2019	3.01			8/24/2019	5.24
1/22/2020	3.16			9/7/2019	3.84
3/30/2020	3.7			9/27/2019	4.83
				10/17/2019	4.81
				11/1/2019	4.74
				11/20/2019	5.32
				12/4/2019	4.16
				12/27/2020	4.77
				1/6/2020	5.26
				1/22/2020	5.59
				2/4/2020	3.36
				3/9/2020	3.41
				3/26/2020	4.41
				4/14/2020	6.2
35.06		44.97		110.72	
				190.75	



## **HOUSATONIC RESOURCES RECOVERY AUTHORITY**

### **MINUTES**

**Monday, March 2, 2020, 10:30 a.m.**

**Brookfield Town Hall**

**100 Pocono Road, Brookfield CT 06804**

#### **Members or Alternates Present**

Bethel, Matt Knickerbocker (phone)	8
Bridgewater, Curtis Read	1
Brookfield, Steve Dunn	7
Danbury, Joel Urice	36
Kent, Jean Speck	1
New Fairfield, Pat DelMonaco	6
Newtown, Fred Hurley	12
Redding, Julia Pemberton	4
Ridgefield, Rudolph Marconi	11
	<hr/>
	<b>86</b>

#### **Others Present:**

Sheldon Conn, Brookfield Alternate  
Cyndy Andela, Andela Products  
Ed Spinella, All American Waste  
Lynn Waller, Public  
Bob Hanna, Public

#### **Members Absent**

New Milford  
Sherman

**Call to Order:** The meeting was called to order by Vice Chairman S. Dunn at 10:30 a.m. with a quorum of 86 votes present from nine towns. S. Dunn led everyone in the pledge of allegiance.

**Public Comment:** Lynn Waller expressed her gratitude to the Executive Director for going on air with the local TV channel Comcast Channel 23. J. Heaton-Jones was interviewed by J. Urice on what residents can and cannot recycle. L. Waller offered the Director and the HRRA to use the footage as needed for public education.

**Chairman and Members' Comments:** No comments shared by the V. Chairman.

The Chairman suggested that item 7a (Presentation by Andela Products) be moved so that guest Cyndy Andela did not have to wait an hour to present.

**Motion** by C. Read second by P. DelMonaco to move item 7a – Presentation by Andela Products to the top of the agenda. Vote: **The motion passed unanimously;** with 86 votes in favor

#### **New Business:**

- a. **Presentation by Andela Products – Glass pulverizing system** - Cyndy Andela gave a thorough presentation on the glass pulverizing system they manufacture and provide to municipalities. The presentation can be found as an attachment to the minutes.

## **Attachment B**

**Directors Report** – J. Heaton-Jones reviewed highlights from the written Directors Report. Specifically, highlighting a meeting with CT DEEP and other municipalities concerning the status of MIRA and MSW capacity in the state of Connecticut. J. Heaton-Jones urged the members to begin thinking beyond the current contract that ends in 2029.

**Administrative Approvals:**

- a.) **Minutes - Motion** by J. Urice second by J. Speck to approve the minutes of December 13, 2019 (Attachment B) **Vote: The motion passed unanimously;** with 86 votes in favor
- b.) **Financial Statements - Motion** by P. DelMonaco, second by R. Marcnoi, to approve the financial statements through January 31, 2020 (Attachment C), as presented. **Vote: The motion passed unanimously;** with 86 votes in favor.

**Old Business:**

- a.) **Recycling market update** - The Director reported that market conditions have not improved since the last HRRRA meeting in December. Oak Ridge has requested an increase in the recycling tip fee. The Executive Committee will be meeting on Wednesday, March 11<sup>th</sup> to discuss their request and come back to the Authority with a recommendation.
- b.) **Glass program update** – The Director shared that Oak Ridge is still negotiating with Urban Mining on tip fees. There is now an issue with the size of the glass the municipalities are collecting. Urban Mining does not want the glass whole.

**New Business:**

- b.) **New Membership to the HRRRA** – The Town of Weston is interested in joining the HRRRA as a new member. The Director reviewed the amount of tonnage they produce each year and the revenue it would bring to the HRRRA. Members discussed the pros and cons of a new member. **Motion** by M. Knickerbocker, second by R. Marconi to have the Executive Committee review the Town of Weston's request and come back to the Authority with a recommendation and to have the Executive Director reach out to Oak Ridge for their input and response. **Vote: The motion passed unanimously;** with 86 votes in favor
- c.) **Household Hazardous Waste events for 2020** – The Director reviewed the proposed schedule for municipal support at the 2020 HHW events. (Attachment F) **Motion** by F. Hurley, second by J. Speck to accept the Household Hazardous Waste Schedule for Workers and Volunteers by Town in 2020 as presented. **Vote: The motion passed unanimously;** with 86 votes in favor
- d.) **HRRRA 2020 Legislative Agenda** – J. Heaton-Jones reviewed nine proposed legislative items, eight of which will be heard by the Environment Committee on March 6<sup>th</sup>.
- e.) **PAYT next steps** – Due to time. **Motion** by R. Marconi, second by F. Hurley to table item 7e (PAYT next steps) to the May 4<sup>th</sup> meeting. **Vote: The motion passed unanimously;** with 86 votes in favor
- f.) **Personnel – Benefits for Employees** – **Motion** by J. Urice, second by F. Hurley to enter into Executive Session for the purpose of discussing personnel matters pertaining to benefits and to invite the Executive Director into the meeting. **Vote: The motion passed unanimously;** with 86 votes in favor  
The Authority entered Executive Session at 12:00pm and returned to public at 12:25pm.

**Motion** by S. Dunn, second by M. Knickerbocker to offer the Connecticut Partnership 2.0 Health Plan to any full-time employee, with the employee contributing 20% of the cost regardless of the type of plan, i.e. Individual, Employee +1 or Family. The 20% would be withheld from salary. The plan is to include Health, Dental and Vision. **Vote: The motion passed unanimously;** with 86 votes in favor

**Adjournment**

**Motion** by S. Dunn, second by F. Hurley, to adjourn the meeting at 12:26 p.m. **The motion passed unanimously;** with 86 votes in favor

Respectfully submitted,  
Jennifer A. Heaton-Jones

	Budget Used '19 - Mar 20	Jul	Budget FYTD	\$ Over Budget	% of Budget FYTD	% of Budget FYE	Budget FYE
Ordinary Income/Expense							
Income							
GRANTS/DONATIONS	25,900.00		25,500.00	400.00	102%	82%	31,500.00
HAULER PERMITS							
REGISTRATION/PERMIT PAYPAL FEE	0.85						
CURRENT HAULER PERMITS	53,000.00		46,250.00	6,750.00	115%	115%	46,250.00
MUNICIPAL HAULER REGISTRATIONS	35,950.00		35,000.00	950.00	103%	103%	35,000.00
PREPAID MUNICIPAL REGISTRATIONS	0.00		0.00	0.00	0%	0%	0.00
Total HAULER PERMITS	88,950.85		81,250.00	7,700.85	109%	109%	81,250.00
HHWDD REIMBURSEMENT							
HHW PARTICIPATING TOWNS	101,356.54		140,000.00	-38,643.46	72%	58%	175,000.00
HHWDD REIMBURSEMENT - Other	220.00						
Total HHWDD REIMBURSEMENT	101,576.54		140,000.00	-38,423.46	73%	58%	175,000.00
INTEREST INCOME	11,511.30		0.00	11,511.30	100%	100%	0.00
MISC INCOME	182.01		0.00	182.01	100%	100%	0.00
PROGRAM SERVICES FEES							
MSW PROGRAM FEES	198,661.91		172,350.00	26,311.91	115%	86%	230,000.00
RECYCLING PROGRAM FEES	30,018.65		31,500.00	-1,481.35	95%	67%	45,000.00
Total PROGRAM SERVICES FEES	228,680.56		203,850.00	24,830.56	112%	83%	275,000.00
Total Income	456,801.26		450,600.00	6,201.26	101%	81%	562,750.00
Gross Profit	456,801.26		450,600.00	6,201.26	101%	81%	562,750.00
Expense							
CONTINGENCY	3,786.00		20,000.00	-16,214.00	19%	19%	20,000.00
EDUCATION							
PUBLIC EDUCATION	15,534.39		16,500.00	-965.61	94%	64%	35,000.00
RECYCLING EDUCATOR	0.00		0.00	0.00	0%	0%	0.00
STAFF EDUCATION	3,263.51		3,500.00	-236.49	93%	73%	4,500.00
Total EDUCATION	18,797.90		20,000.00	-1,202.10	94%	65%	39,500.00
HHW EXPENSE							
HHW TOWN SHARE	107,782.65		140,000.00	-32,217.35	77%	62%	175,000.00
HHW HRRRA SHARE	48,553.92		52,000.00	-3,446.08	93%	75%	65,000.00
HHWDD DANBURY AREA TOWNS	0.00		0.00	0.00	0%	0%	0.00
Total HHW EXPENSE	156,336.57		192,000.00	-35,663.43	81%	65%	240,000.00
INSURANCE							
ERRORS & OMISSIONS	0.00		5,725.00	-5,725.00	0%	0%	5,725.00
GENERAL LIABILITY	0.00		1,400.00	-1,400.00	0%	0%	1,400.00
SURETY BOND	391.00		450.00	-59.00	87%	87%	450.00
WORKERS COMP	16.00		550.00	-534.00	3%	3%	550.00
Total INSURANCE	407.00		8,125.00	-7,718.00	5%	5%	8,125.00
MISCELLANEOUS							
MISC EXPENSE	2,495.18		2,500.00	-4.82	100%	100%	2,500.00
PAYROLL PROCESSING SERVICE	721.51		755.00	-33.49	96%	92%	800.00
SERVICE FEES/MEMBERSHIPS	2,144.19		4,000.00	-1,855.81	54%	54%	4,000.00
Total MISCELLANEOUS	5,360.88		7,255.00	-1,894.12	74%	74%	7,300.00
OFFICE EXPENSES							

COPY EXPENSE	2,283.46	2,924.94	-641.48	78%	73%	3,500.00
PHONE/FAX/INTERNET/COPY	0.00	0.00	0.00	0%	0%	0.00
RENT	12,150.00	12,150.00	0.00	100%	83%	16,200.00
SUPPLIES	1,919.13	2,850.29	-931.16	67%	51%	3,800.00
<b>Total OFFICE EXPENSES</b>	<b>16,352.59</b>	<b>17,925.23</b>	<b>-1,572.64</b>	<b>91%</b>	<b>77%</b>	<b>23,500.00</b>
<b>PROFESSIONAL SERVICES</b>						
AUDIT SERVICES	6,500.00	6,500.00	0.00	100%	100%	6,500.00
CONSULTING SERVICES	0.00	900.00	-900.00	0%	0%	1,800.00
LEGAL SERVICES	1,934.50	20,000.00	-18,065.50	10%	10%	20,000.00
<b>Total PROFESSIONAL SERVICES</b>	<b>8,434.50</b>	<b>27,400.00</b>	<b>-18,965.50</b>	<b>31%</b>	<b>30%</b>	<b>28,300.00</b>
<b>REIMBURSEMENT FOR COLLECTED FEE</b>						
MUNICIPAL HAULER REG REIMBURSEM	0.00	0.00	0.00	0%	0%	0.00
<b>Total REIMBURSEMENT FOR COLLECTED FEE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	<b>0%</b>	<b>0.00</b>
<b>STAFFING</b>						
DISABILITY INSURANCE	4,503.49	8,700.00	-4,196.51	52%	52%	8,700.00
HEALTH INSURANCE	4,936.05	5,311.35	-375.30	93%	91%	7,332.00
HSA CONTRIBUTION	1,749.99	1,749.99	0.00	100%	51%	3,450.00
IN LIEU OF MEDICAL INSURANCE	3,333.30	6,000.03	-2,666.73	56%	50%	8,000.00
<b>PAYROLL TAXES</b>						
CT PR TAXES	345.50	472.50	-127.00	73%	69%	634.50
FED PR TAX	7,760.63	8,852.94	-1,092.31	88%	75%	11,808.50
<b>Total PAYROLL TAXES</b>	<b>8,106.13</b>	<b>9,325.44</b>	<b>-1,219.31</b>	<b>87%</b>	<b>74%</b>	<b>12,443.00</b>
<b>PENSION</b>	<b>7,229.07</b>	<b>8,574.00</b>	<b>-1,344.93</b>	<b>84%</b>	<b>69%</b>	<b>11,432.00</b>
<b>SALARIES</b>						
DIRECTOR SALARY	78,461.28	78,461.28	0.00	100%	87%	104,615.00
OTHER SALARIES	19,102.47	35,853.03	-16,750.56	53%	40%	47,804.00
SALARIES - Other	0.00	0.00	0.00	0%	0%	0.00
<b>Total SALARIES</b>	<b>97,563.75</b>	<b>114,314.31</b>	<b>-16,750.56</b>	<b>85%</b>	<b>73%</b>	<b>152,419.00</b>
<b>Total STAFFING</b>	<b>127,421.78</b>	<b>153,975.12</b>	<b>-26,553.34</b>	<b>83%</b>	<b>71%</b>	<b>203,776.00</b>
<b>TRAVEL/MILEAGE REIMBURSEMENT</b>	<b>2,530.12</b>	<b>3,186.72</b>	<b>-656.60</b>	<b>79%</b>	<b>61%</b>	<b>4,249.00</b>
<b>Total Expense</b>	<b>339,427.34</b>	<b>449,867.07</b>	<b>-110,439.73</b>	<b>75%</b>	<b>64%</b>	<b>574,750.00</b>
<b>Net Ordinary Income</b>	<b>117,373.92</b>	<b>732.93</b>	<b>116,640.99</b>	<b>16,014%</b>	<b>-765%</b>	<b>-12,000.00</b>
<b>Other Income/Expense</b>						
<b>Other Income</b>						
DIVIDENDS	0.00	12,000.00	-12,000.00	0%	0%	12,000.00
INVESTMENT GAIN	17,542.63	0.00	17,542.63	100%	100%	0.00
<b>Total Other Income</b>	<b>17,542.63</b>	<b>12,000.00</b>	<b>5,542.63</b>	<b>146%</b>	<b>146%</b>	<b>12,000.00</b>
<b>Other Expense</b>						
INVESTMENT LOSS	18,616.88	0.00	18,616.88	100%	100%	0.00
MOVING EXPENSES	0.00	0.00	0.00	0%	0%	0.00
<b>Total Other Expense</b>	<b>18,616.88</b>	<b>0.00</b>	<b>18,616.88</b>	<b>100%</b>	<b>100%</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>-1,074.25</b>	<b>12,000.00</b>	<b>-13,074.25</b>	<b>-9%</b>	<b>-9%</b>	<b>12,000.00</b>
<b>Net Income</b>	<b>116,299.67</b>	<b>12,732.93</b>	<b>103,566.74</b>	<b>913%</b>	<b>100%</b>	<b>0.00</b>
<b>Budget Used</b>	<b>Jul</b>	<b>Budget</b>		<b>% of Budget</b>	<b>% of</b>	<b>Budget</b>
<b>'19 - Mar 20</b>		<b>FYTD</b>	<b>\$ Over Budget</b>	<b>FYTD</b>	<b>Budget</b>	<b>Budget</b>
					<b>FYE</b>	<b>FYE</b>



	<u>Mar 31, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
UNION SAVINGS BANK	302,031.49
STIF	16,287.42
VANGUARD	
VANGUARD SHRT TRM INV GR VFSUX	348,077.47
VANGUARD TOTAL BOND MARKET VBTL	181,574.03
<b>Total VANGUARD</b>	<u>529,651.50</u>
<b>Total Checking/Savings</b>	<u>847,970.41</u>
<b>Accounts Receivable</b>	
*ACCOUNTS RECEIVABLE	46,639.83
<b>Total Accounts Receivable</b>	<u>46,639.83</u>
<b>Total Current Assets</b>	<u>894,610.24</u>
<b>TOTAL ASSETS</b>	<u><u>894,610.24</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
*ACCOUNTS PAYABLE	-1,288.67
<b>Total Accounts Payable</b>	<u>-1,288.67</u>
<b>Other Current Liabilities</b>	
<b>PAYROLL LIABILITIES</b>	
CT PR TAXES PAYABLE	
CIT	-23.39
CT SUI	205.93
<b>Total CT PR TAXES PAYABLE</b>	<u>182.54</u>
<b>FED PR TAXES PAYABLE</b>	
FICA	34.90
FIT	32.00
FUTA	42.00
MEDICARE TAX	8.16
<b>Total FED PR TAXES PAYABLE</b>	<u>117.06</u>
SEP LIABILITY	1,961.52
<b>PAYROLL LIABILITIES - Other</b>	<u>2,812.40</u>
<b>Total PAYROLL LIABILITIES</b>	<u>5,073.52</u>
<b>Total Other Current Liabilities</b>	<u>5,073.52</u>
<b>Total Current Liabilities</b>	<u>3,784.85</u>
<b>Total Liabilities</b>	<u>3,784.85</u>
<b>Equity</b>	
RETAINED EARNINGS	774,525.72
Net Income	116,299.67
<b>Total Equity</b>	<u>890,825.39</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>894,610.24</u></u>

## **BYLAWS OF THE HOUSATONIC RESOURCES RECOVERY AUTHORITY**

As Adopted on 10/10/86

And Amended on 4/10/87, 12/14/88, 5/13/92, 4/29/93, 3/16/94, 3/30/00, and 3/17/06

### **ARTICLE I - NAME**

The name of this Authority shall be the Housatonic Resources Recovery Authority.

### **ARTICLE II - PURPOSE**

The Authority is established and created for the purpose of providing solid waste management and disposal services within the region of the Authority, which shall be the region within the jurisdiction of all of the member municipalities of the Authority, and which purpose includes providing for the disposal of residential and commercial solid waste, the financing, construction and operation of one or more solid waste disposal facilities for such purpose, and the delivery of solid waste thereto, including facilities for incineration of solid waste and production of steam, electricity and other by-products for sale to public utilities and others.

In the pursuit of this purpose, the Authority shall exercise such rights, powers, and duties as are conferred or imposed on it by Chapter 103b, Sections 7-273aa to 7-237oo inclusive and Chapters 446d and 446e of the Connecticut General Statutes, as revised to 1987 and as amended from time to time.

### **ARTICLE III - MEMBERSHIP**

**A. Members.** The membership of the Housatonic Resources Recovery Authority shall consist of one (1) representative from each member municipality of the Authority. Each such representative, including each of the first representatives of the Authority, shall be appointed for the term and in the manner set forth in the concurrent ordinance adopted by each member municipality, provided however, that representatives shall continue to serve until their successors are appointed and have qualified. In the event that a representative is the Chief Elected Officer of a municipality and ceases to hold office, the municipality may appoint a successor to fill the unexpired term for that municipality. In no event shall the terms of more than one half of the representatives expire simultaneously. If because of the addition or reduction of the number of member municipalities, the terms of more than one-half (1/2) of the representatives would expire simultaneously, then the terms of a sufficient number of representatives shall be automatically extended for a period of one year. Said extensions shall be based upon the alphabetical order of the member municipalities.

Each member municipality may appoint one (1) alternate representative of the Authority who shall act in the event of the disability or absence for any other reason of the regular

representative of the municipality. Said alternate representative shall have a voice at Authority meetings and vote at Authority meetings if the regular representative from said municipality is absent from the meeting.

The terms of all alternate representatives shall be co-terminus with regular representatives.

The Authority shall be notified in writing of the appointment of any regular or alternate representative by the Chief Elected Officer of the member municipality.

Representatives of the Authority shall serve without compensation but may be reimbursed for their necessary expenses.

**B. Membership Policies.** The Authority shall establish, by two-thirds (2/3) majority vote of all voting units present and voting, policies, including the levying of surcharges, for the admission of future members.

**C. Withdrawal.** Member municipalities may withdraw from the Authority only after agreeing, in writing, to comply with the terms and conditions contained in any contracts between such municipality and the Authority, or the holders of any bonds of the Authority. No such withdrawal shall relieve such municipality of any liability, responsibility or obligation incurred by it as a member municipality of the Authority or as a user of any of the Authority's projects.

**D. Termination.**

**1. Grounds:** In the event any member municipality shall fail to pay in full any dues, assessments, fines, surcharges, or other financial obligations, whether involving contractual agreements or not; or shall fail to abide by a vote of the Authority or to take such action as is necessary following a vote of the Authority that such action be taken, such member municipality may be terminated. The Chairman shall cause written notice of the default to be sent to the Chief Elected Officer of the member municipality by certified mail, return receipt requested, setting forth the default and requiring that the default be remedied within thirty (30) days. If the default is not cured within thirty (30) days of the receipt of said notice, the membership of the defaulting municipality may be terminated in accordance with the provisions of this section.

**2. Determination:** At any time after the expiration of said thirty (30) day period if the default remains uncured, the officers of the Authority shall meet to determine if probable cause exists for termination of said defaulting member municipality. If any officer of the Authority is the voting representative of the member municipality whose default is the subject of the meeting, that officer shall not participate in the discussion or determination. A unanimous vote of all four (4) officers shall be required to determine that probable cause exists for termination of a member municipality, except that the votes of three (3) officers shall suffice if one officer is disqualified as aforesaid. If such determination is

made, the officers shall at that meeting set a date, time and place for the public hearing on said termination consistent with the time requirements hereinafter provided.

**3. Notice:** The Chairman of the Authority shall promptly after such determination cause written notice to be sent by certified mail, return receipt requested, to the Chief Elected Officer of the member municipality. Such notice shall set forth the grounds for termination as to which the officers determined that probable cause exists; the date, time and place for the hearing on such termination; the procedure to be followed at such hearing; and the provisions of these bylaws governing the termination process.

**4. Hearing:**

(a) No member municipality shall be terminated without a public hearing before the full Authority. The termination hearing shall be held in public no earlier than thirty (30) days from the member municipality's receipt of the aforesaid notice and no later than sixty (60) days thereafter. The hearing, once convened, may be recessed to a date, time and place certain in conformity with the provisions of the Freedom of Information Act.

(b) At the hearing, the Chairman of the Authority shall preside unless he is the voting representative of the member municipality which is the subject of the hearing, in which event the Vice-Chairman shall preside. The Authority shall call in a competent stenographer to take the evidence, or shall cause the evidence to be recorded by a sound-recording device.

(c) At such hearing an officer of the Authority, or someone previously designated by the officers, shall present the evidence in support of termination of the member municipality. The member municipality shall be afforded an opportunity to respond and present evidence and argument on all issues involved. Both the Authority and the member municipality may be represented by counsel. All persons presenting testimony shall be sworn, and shall be subject to cross-examination.

(d) Any oral or documentary evidence may be received, but the Authority shall give effect to the rules of the privilege recognized by law. Subject to these requirements, when a hearing will be expedited and the interests of the parties will not be prejudiced substantially, any part of the evidence may be received in written form.

(e) Documentary evidence may be received in the form of copies or excerpts, if the original is not readily available. Upon request, the Authority or the member municipality shall be given an opportunity to compare the copy with the original.

(f) Notice may be taken of judicially cognizable facts, provided the member municipality is informed of the matter to be so noticed and is given the opportunity to contest the matter.

(g) Rulings on all objections and procedural matters shall be made by the presiding officer.

**5. *Decision:***

(a) Within thirty (30) days of the conclusion of the hearing, the Authority shall vote on its decision and on the findings of fact on which it is based. In the vote on the decision to terminate, each member municipality shall have one vote, there shall be no vote by voting units. No decision to terminate a member municipality shall be effective unless it has been approved by a vote of two-thirds (2/3) of the full membership.

(b) The decision shall be reduced to writing and shall include the findings of fact on which it is based. It shall be signed by two (2) qualified officers who are not a representative of the member municipality in default. Within five (5) days of the vote on it, the decision shall be sent by the Chairman or the Secretary via certified mail, return receipt requested, to the Chief Elected Officer of the member municipality which is the subject of the decision.

**6. *Effective Date of Termination:*** The termination shall be effective seven (7) days after receipt by the member municipality of a decision terminating it. No such termination shall relieve the member municipality so terminated of any liability, responsibility or obligation incurred by it as a member of the Authority or as a user of any of its projects.

**ARTICLE IV - MEETINGS**

**A. *Annual Meeting.*** Unless otherwise specified by resolution of the Authority, the annual meeting shall be held at the regularly scheduled meeting in June.

**B. *Regular and Special Meetings.*** An annual schedule of regular meetings of the Authority shall be approved by the Authority prior to January 31 of each year. Special meetings may be called at any time by the Chairman of the Authority, or by petition in writing signed by not less than three (3) representatives of the Authority entitled to vote and filed with the Secretary of the Authority.

**C. *Budget Meeting.*** The budget meeting of the Authority shall be held at a regularly scheduled meeting not later than the end of the fiscal year.

**D. *Call of Meetings.***

(1) The Authority shall comply with Section 1-21 of the Connecticut General Statutes with respect to filing schedules and notices of meetings with the clerks of member municipalities.

(2) Each representative to the Authority shall be sent written notice of meetings, postmarked not more than twenty (20) nor less than seven (7) days before said meeting date. Notice of the meeting shall include the place and time of the meeting and a proposed agenda for the meeting. In the case of an emergency meeting, proper notice shall be deemed to be actual oral or written actual notice delivered at least twenty-four (24) hours before said meeting.

#### **E. Voting.**

(1) For the conduct of business, member municipalities of the Authority holding a majority of the voting units shall constitute a quorum, provided that no quorum shall be deemed to exist unless at least fifty-one percent (51%) of the member municipalities of the Authority, at present at least eight (8) towns or cities, shall be present and voting.

(2) There shall be no voting by proxy.

(3) Except as otherwise specified herein, the Authority shall operate with one hundred (100) voting units which shall be assigned to member municipalities in proportion to each municipality's share of the total population of all members of the Authority as determined by the latest decennial federal census of population. There shall be no fractional votes and each municipality shall have a minimum of one (1) vote. The distribution of voting units among members shall be recomputed following each decennial federal census and upon the withdrawal or termination of any member municipality or the admission of a new member municipality.

(4) All actions by the Authority unless otherwise specified herein or by other law shall require the affirmative vote of at least fifty-one percent (51%) of the total voting units present and voting at a duly called meeting of the Authority at which a quorum is present.

(5) If a quorum shall not be present at any meeting, those representatives present may set a time and place for an adjourned meeting, provided that the notice of such meeting shall comply with Article IV, Section D. of these bylaws.

(6) All meetings shall be conducted in accordance with Roberts Rules of Order, latest edition.

#### **ARTICLE V – OFFICERS**

**A. Officers.** The officers of the Authority shall be a Chairman, Vice Chairman, Secretary, Treasurer and Assistant Treasurer. Officers shall be elected by the Authority at its annual meeting or whenever a vacancy occurs. Each officer shall serve until a successor is elected and qualified.

**B. Qualifications for Officers.** The Chairman of the Authority shall be a regular representative member of the Authority. All other officers shall be either regular representative members or alternate representative members of the Authority.

**C. Powers and Duties.** The officers shall have such powers and duties as are customary for their respective offices and such additional powers as the Authority may by vote confer.

**D. Succession.** In the absence of the Chairman the Vice Chairman shall act. In the absence of the Vice Chairman the Secretary shall act. In the absence of the Secretary the Treasurer shall act. In the absence of the Treasurer, the Assistant Treasurer shall act.

**E. Nominating Committee.** Prior to the annual meeting, or in the event of a vacancy the Chairman shall appoint a committee consisting of three (3) representatives who hold no elective office in the Authority to nominate persons for the officer positions. Nominations may also be made from the floor. The nominating committee shall report its recommendations to the HRRA members at the meeting prior to the election.

## **ARTICLE VI – COMMITTEES**

The Authority may appoint such committees from time to time as it may see fit with such powers and duties as the Authority may determine, not inconsistent with law or these bylaws. Alternate representatives as well as regular representatives of the Authority may serve on committees and may vote at committee meetings. Each member municipality, however, shall have only one (1) vote on a committee.

## **ARTICLE VII – FINANCIAL MATTERS**

**A. Fiscal Year.** The fiscal year of the Authority shall end on the 30<sup>th</sup> of June of each year.

**B. Budget.** Annually, at a regularly scheduled meeting, the Authority shall adopt a budget for the upcoming fiscal year. Adopted Budgets may be amended from time to time by two-thirds (2/3) majority vote of all voting units present and voting as the Authority deems necessary. Any representative may request postponement of the vote on any amendment to the budget to the next regular or special meeting.

**C. Bank Accounts.** The funds of the Authority shall be deposited in one or more banks designated by the Authority. Checks shall bear the signature of such officer or staff person as the Authority may designate. Persons authorized to sign checks shall be covered by bond, the premium of which shall be paid by the Authority.

**D. Audits.** Upon completion of its fiscal year, the Authority shall have an annual audit of its financial management by an independent auditor. Each representative to the Authority and the Chief Executive Officer of each member municipality shall receive a copy of the audit.

## **ARTICLE VIII – STAFF OR CONSULTANTS**

The Authority may employ such staff or consultants to accomplish its purposes as it may from time to time determine. Personnel policies as adopted or amended will be applied in an equitable manner to all staff employees. The duly elected officers of HRRA shall act as the personnel Committee with all appropriate powers to interpret and enforce the personnel policies. The Committee will use its best judgment concerning amendments to

the personnel policies and where material or substantial changes are proposed will bring such amendments to the full Authority for approval.

## **ARTICLE IX – REPORTS AND PLANS**

The minutes of each meeting shall be prepared by the Secretary, with such staff assistance as may be required, and be circulated to the chief elected officials of each member municipality, and its representative and alternate. The Annual Report shall also be similarly circulated. All reports and plans adopted by the Authority shall be available at the office of the Authority, unless specifically voted by the Authority for further distribution.

## **ARTICLE X – CORPORATE SEAL**

The Authority shall have a corporate seal of such design as it may approve.

## **ARTICLE XI – AMENDMENTS**

These bylaws may be amended by vote of the Authority at a duly called meeting, provided that the notice of the meeting shall be accompanied by the complete text of the proposed amendment and shall be postmarked not more than twenty (20) nor less than seven (7) days before said meeting date. No amendment may be approved which is in conflict with the concurrent ordinance adopted by the member municipalities.

Any regular representative of a member municipality may propose an amendment to these bylaws by submitting a proposal to the Chairman of the Authority. Said Chairman shall cause the proposal to be placed on the agenda of the next regularly scheduled meeting for discussion. Upon favorable consensus of the full Authority the proposed amendment shall be drafted by the Bylaws Subcommittee and returned to the full Authority for adoption.

**Effective Date.** If any subsections or any articles in the proposed amendments to the by-laws are in conflict with the concurrent ordinances as adopted by the member municipalities, such subsections or articles shall not become effective until two-thirds (2/3) of the member municipalities have amended the concurrent ordinance to eliminate the conflict. Otherwise these by-laws and amendments shall become effective immediately upon their adoption.





## **Housatonic Resources Recovery Authority Annual Permit and Municipal Registration Policy**

Connecticut law requires haulers/collectors to register with each municipality in which they collect solid waste, including recycling and C&D. Municipal registration fees vary and are set by each municipality.

Connecticut law also requires that each year haulers report the destination of all solid waste and recyclables they collect to every municipality in which they work, and the tonnage of that material if it is delivered to a facility that is not permitted by the State of Connecticut, e.g. an out of state transfer station. One report must be done for each municipality in which a hauler collects and turned in to HRRRA with their permit/registration renewal paperwork.

HRRRA permits (for use of the MSW transfer stations in Danbury, Ridgefield and Newtown), Oak Ridge permits (for use of the regional recycling facility on White Street in Danbury), and municipal registrations for all HRRRA municipalities can all be renewed at the same time using the same form and paying with one check or credit card through HRRRA.

HRRRA permits and municipal registration renewals are due no later than July 31<sup>st</sup> of each year. After that date, the HRRRA permit and municipal registration fees double, and access to the transfer stations may be suspended if any information is incomplete or missing.

New Haulers/Collectors who either report themselves as a new business or are identified and notified by the authority have 30 days from the day of initial notice to comply with all state regulations and HRRRA requirements to register with each municipality they are doing business in and obtain a permit for each operating vehicle. After 30 days, the HRRRA permit and municipal registration fees double, and access to the transfer stations may be suspended if any information is incomplete or missing.

Haulers/Collectors may pay by check or credit card. A credit card processing fee will be applied but will not exceed the amount of the merchant processing fee to HRRRA.

Payments not received by July 31<sup>st</sup> or 30 days for a new collector become delinquent, with interest charged at the rate of 1.5% per month from the original due date.

Checks that have been returned by the bank shall be subject to a thirty-dollar (\$30.00) handling fee.

*This policy was approved by the HRRRA Authority on 12/7/18*

## **Attachment E**

## Annual Renewal

### Housatonic Resources Recovery Authority

#### 2019-20 Annual Permit and Municipal Registration Application (Effective August 1, 2019-July 31, 2020)

- ☐ **Form A:** HRRRA Permit Application and Municipal Registration filled out completely and signed.  
**DO NOT leave questions blank. Incomplete applications will be returned, and late fees may be applied.**
- ☐ **Form B:** Transfer Station Access Agreement and Release of Liability and Indemnification Agreement
- ☐ **Form C:** Oak Ridge Transfer Station, LLC Credit Agreement signed.
- ☐ **Form D:** Sworn Affidavit: Signed, dated and notarized with embossed stamp.
- ☐ **Form E:** Vehicle Information. Must be completed per vehicle.
- ☐ **Annual Municipal Solid Waste Report(s):** You must submit one report for each municipality in which your company collects for the 2018-19 FY. Completed and signed
- ☐ **Certificate of Insurance:** Provide an updated COI including naming **HRRRA, OAK RIDGE and all HRRRA municipalities** in which you collect as additional insureds for both general liability and auto liability. See attached Instructions.
- ☐ **Motor vehicle registrations:** Copies of motor vehicle registrations must be provided for all vehicles being permitted. The owner(s) on the vehicle registrations must be shown as an insured on the certificate of insurance.
- ☐ **Payment:** Credit Card or Checks are payable to HRRRA for both permits and registration.  
**NOTE: The HRRRA permit fee doubles to \$500 per vehicle and the municipal registration fees double for renewals received or completed after July 31st, and access to the transfer stations will be suspended on August 1st.**



**Company Name:** \_\_\_\_\_

Check off each town in which you are doing business:

- |                          |                      |          |       |
|--------------------------|----------------------|----------|-------|
| <input type="checkbox"/> | <b>Bethel</b>        | \$250.00 | _____ |
| <input type="checkbox"/> | <b>Bridgewater</b>   | \$250.00 | _____ |
| <input type="checkbox"/> | <b>Brookfield</b>    | \$250.00 | _____ |
| <input type="checkbox"/> | <b>Danbury</b>       | \$100.00 | _____ |
| <input type="checkbox"/> | <b>Kent</b>          | \$250.00 | _____ |
| <input type="checkbox"/> | <b>New Fairfield</b> | \$200.00 | _____ |
| <input type="checkbox"/> | <b>New Milford</b>   | \$250.00 | _____ |
| <input type="checkbox"/> | <b>Newtown</b>       | \$250.00 | _____ |
| <input type="checkbox"/> | <b>Redding</b>       | \$500.00 | _____ |
| <input type="checkbox"/> | <b>Sherman</b>       | \$250.00 | _____ |
| <input type="checkbox"/> | <b>Ridgefield</b>    | \$100.00 | _____ |

**Total Registration Fees** \$ \_\_\_\_\_

**MSW Permits** \_\_\_\_\_ **x \$250:** \$ \_\_\_\_\_

**Total Amount Due:** \$ \_\_\_\_\_

**Check Number:** \_\_\_\_\_ *Checks payable to HRRRA.*

- ☐ **Check here if paying by credit card**  
*Contact the HRRRA office for the credit card fee schedule.*

For HRRRA Use:

**Housatonic Resources Recovery Authority**

**2019-20 Annual Permit and Municipal Registration Application** (Effective August 1, 2019-July 31, 2020)

PERMIT & MUNICIPAL REGISTRATION FORM DO NOT LEAVE ANY QUESTIONS BLANK, if not applicable write N/A

a. \* Company Name: \_\_\_\_\_

Name or Names of all Company Owners/Partners: \_\_\_\_\_

Street Address (No PO Boxes): \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Main telephone (required): \_\_\_\_\_

Cell Phone (required): \_\_\_\_\_

E-Mail (required): \_\_\_\_\_

b. \* Mailing Address (If different from above): \_\_\_\_\_

Address: \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_

c. Type of Business: ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Municipality

d. Is your company required by law to carry Workers' Compensation Coverage? ☐ Yes ☐ No

e. Which HRRR Transfer Stations do you use: ☐ Danbury ☐ Newtown ☐ Ridgefield

f. Does your company deliver recyclables to the Danbury White Street Transfer Station? ☐ Yes ☐ No

g. If your company does not use the Danbury Transfer Station, where do you tip recyclables?

h. Is your company paid to collect solid waste, bulky waste, recycling, C&D, and/or organics? ☐ Yes ☐ No

*If you answered No, do you collect from your own business?*

☐ Yes ☐ No

Please describe: \_\_\_\_\_

i. \*Do you collect from: Residential Properties? ☐ Yes ☐ No Commercial Properties? ☐ Yes ☐ No

Housatonic Resources Recovery Authority

2019-20 Annual Permit and Municipal Registration Application (Effective August 1, 2019-July 31, 2020)

PERMIT & MUNICIPAL REGISTRATION FORM DO NOT LEAVE ANY QUESTIONS BLANK, if not applicable write N/A

j. \* Do you collect: ☐ MSW ☐ Dual Stream Recycling ☐ C&D ☐ Single Stream Recycling  
☐ Yard Waste ☐ Organics (Food Scrap) ☐ Bulky Waste ☐ Other / Please list other:

k. List all subsidiaries or related solid waste companies operated by the same owner(s):

l. \* Provide the name and address of all non-HRRA disposal facilities, i.e. transfer stations, recycling processing centers, and/or volume reduction facilities which your company uses or anticipates using for MSW, recycling, C&D, yard waste and/or any other solid waste the company collects, including out of state facilities:

m. \* As required by state law, the company agrees to report to each municipality with which it is registered or to HRRA in their stead: (a) the types of solid waste, including recyclables, generated within each municipality and collected by the company, (b) the name, location and contact information for the first destination where such solid waste, including recyclables, was delivered by the collector during the previous fiscal year, (c) the types and actual or estimated amounts of such solid waste, including recyclables, directly delivered to an out-of-state destination or to an end user or manufacturer in the state, and (d) such additional information as the commissioner of the Department of Energy and Environmental Protection deems necessary. The company further agrees that such reports shall be submitted annually, on or before July 31<sup>st</sup>, for solid waste collected during the prior fiscal year, on a form prescribed by the Commissioner. ☐ Yes Initial \_\_\_\_\_

(Such reports to be filed with HRRA as part of the annual registration renewal.)

n. \* As required by state law, please list all municipalities in which the company collects MSW, recycling, C&D, yard waste, or other solid waste. The list should include all municipalities in Connecticut and all municipalities in which the company collects in any other State. Attach an additional page if needed.

o. \* Are all the vehicles to be permitted and/or registered equipped with tarps that will be used to keep loads covered at all times as required by State law? ☐ Yes Initial \_\_\_\_\_

p. Can all the vehicles to be permitted and/or registered be automatically tipped at the transfer station without the driver exiting the vehicle, as required by transfer station regulations? ☐ Yes Initial \_\_\_\_\_

q. \* Do any of the vehicles to be permitted operate in interstate commerce and have a gross vehicle weight rating or gross combination weight rating of 10,001 pounds or more? ☐ Yes ☐ No

**Form A (3 of 3)**

**Housatonic Resources Recovery Authority**

**2019-20 Annual Permit and Municipal Registration Application** *(Effective August 1, 2019-July 31, 2020)*

**PERMIT & MUNICIPAL REGISTRATION FORM** **DO NOT LEAVE ANY QUESTIONS BLANK, if not applicable write N/A**

- r. \* Do any of the vehicles to be permitted operate only in CT and have a gross vehicle weight rating or gross combination weight rating of 18,001 pounds or more? ☐ Yes ☐ No
- s. \* If you answered Yes to either of the last two questions, please provide the company's USDOT or USDOT CT number: #: \_\_\_\_\_ ☐ N/A
- t. \* Is the company's USDOT number or USDOT CT number displayed on the company's vehicles as required by law? ☐ N/A ☐ Yes ☐ No
- u. \* Is the company's name displayed on all vehicles as required by State law? ☐ Yes Initial \_\_\_\_\_
- v. Does the company agree to notify HRRRA at the time of sale of existing assets or purchase of new assets that have or will need HRRRA or OAK RIDGE permits or municipal registrations, a change in the ownership of said company as listed in item (a) above, a company/business name change, and/or the dissolution of any company/business registered to collect in any HRRRA municipality. ☐ Yes Initial \_\_\_\_\_ *(HRRRA permit requires agreement.)*
- w. \* Are all the drivers who will collect or transport solid waste in any HRRRA municipality legally permitted to operate the applicable motor vehicle in the State of CT? ☐ Yes Initial \_\_\_\_\_
- x. \* Are all the Company's employees who will collect and/or work within any HRRRA municipality legally able to work in the United States? ☐ Yes Initial \_\_\_\_\_
- y. Does the company offer unit base pricing (also known as PAYT or SMART) charging customers three levels of pricing based on the number of MSW bags, number of containers or size of containers? *In order to provide the appropriate financial incentive and protect haulers financially, variable volume prices should reflect a clear advantage to the consumer to reduce their volume of MSW and increase recycling.* ☐ Yes ☐ No

I personally filled out and/or verified the accuracy of the information in this application and attest under penalty of perjury that all the information herein provided is true and accurate.

Sign Name of Company's Authorized Agent

Print Name

Date

*\*Question or information required as a matter of law or to determine compliance with law.*

**Housatonic Resources Recovery Authority**

**2019-20 Annual Permit and Municipal Registration Application** *(Effective August 1, 2019-July 31, 2020)*

**TRANSFER STATION ACCESS AGREEMENT and RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

\_\_\_\_\_, the  
*(Name of Company's Authorized Agent)*

undersigned, is the \_\_\_\_\_ of  
*(Position of Authorized Agent)*

\_\_\_\_\_  
*(Name of Company)* (hereinafter "Collector") and,

as such is fully authorized to enter into this Agreement on behalf of the Collector.

As a condition for receiving a permit to haul Acceptable Waste to the Transfer Station(s), operated on behalf of HRRRA, the undersigned Collector hereby understands and agrees that the Collector proceeds at the Transfer Station(s) at its own risk, and agrees to comply with the provisions of Chapter 446d of the Connecticut General Statutes applicable to collectors of solid waste, regulations of the Connecticut Department of Energy and Environmental Protection and the Rules and Regulations as currently adopted by the Housatonic Resources Recovery Authority (HRRRA), Oak Ridge Transfer Stations, LLC (OAK RIDGE) or the Transfer Station operator(s), as may be amended from time to time. Collector acknowledges that he has received, read, and understands the Rules and Regulations and further agrees that all obligations assumed by the Collector pursuant to the Rules and Regulations are binding upon the Collector and are subject to enforcement by OAK RIDGE, their agents, and the Housatonic Resources Recovery Authority, and further agrees that:

The Collector shall at all times defend, indemnify and hold harmless the Authority, any Operator, any Municipality that is a member of the Authority, and their respective officers, agents and employees on account of and from any and all claims, damages, losses, judgments, worker's compensation payments, litigation expenses, and counsel fees arising out of injuries to the person(s) (including death) or damage to property alleged to have been sustained by (a) Collector, or its officers, agents and employees, or (b) the Authority, any Operator, or their respective officers, agents and employees, or (c) the Authority, Municipality, or any of their officers, agents and employees, or (d) any other person to the extent such injuries or damages are caused or are alleged to have been caused in part or in whole by acts, omissions or neglect of the Collector or its officers, agents or employees, or by faulty, defective or unsuitable material or equipment used by it or them.

Signature

Title

Date

**Housatonic Resources Recovery Authority**

**2019-20 Annual Permit and Municipal Registration Application** (Effective August 1, 2019-July 31, 2020)

**OAK RIDGE TRANSFER STATION, LLC CREDIT AGREEMENT**

ARTICLE VIII - PAYMENTS - Regional Solid Waste and Recycling Agreement.

**8.1** Oak Ridge will invoice the Collectors weekly for all MSW Tip Fees and Recyclables Tip Fees applicable to that month. Copies of all invoices will also be sent to HRRRA at the same time as sent to the Collectors. Also, within fifteen (15) days of the end of each month, Oak Ridge will send to HRRRA an accounts receivable aging report, showing the amount of the receivable from each Collector, with aging of current, 30, 60 and 90 and over days, as of the end of such month. In the event a Participating Municipality is a Collector, an invoice will be sent to that Participating Municipality. Except as otherwise agreed to by Oak Ridge, Collectors shall make payment to Oak Ridge of all invoice amounts within forty-five (45) days from the date of such invoice.

If an error on the part of the Collector results in an overpayment to Oak Ridge, Oak Ridge shall promptly notify the Collector, and shall either promptly refund such overpayment to the Collector or apply the overpayment to the Collector's next invoice. No interest shall accrue to the Collector as a result of such overpayment.

In the event the Collector disputes a portion of any invoice, the Collector shall pay the undisputed portion of said invoice within the term of this Section 8. 1 and shall promptly pay the remaining balance, if any, upon resolution of such dispute.

**8.2.** The obligation of OAK RIDGE and the Collectors to pay the amounts to be paid by each party from time to time hereunder shall not be subject to diminution by reason of any shutdown of any of the Transfer Stations, the White Street Facilities (or any portion thereof), or the MRF, or of any set-off, abatement, counterclaim, existence of a dispute or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of either party hereunder or limit recourse against either party.

**8.3.** In the event that any Collector is more than forty-five (45) days delinquent (that is payment has not been made within forty-five (45) days (or such longer period if so provided under OAK RIDGE-approved payment plan with such Collector) of the date of the invoice) (the "Shut Off Date") in payment of any MSW Tip Fee, Recycling Tip Fee, or Other Acceptable Materials Tip Fee due and owing, OAK RIDGE shall reject any further deliveries from such Collector to the Transfer Stations, the White Street Facilities and/or the MRF until such amount is paid in full, provided that OAK RIDGE has followed its standard billing procedures, as consistently applied. Upon request from the HRRRA, OAK RIDGE will advise the HRRRA of OAK RIDGE's standard billing procedures. OAK RIDGE may immediately begin to reject a Collector's deliveries until the account is brought current if a Collector defaults on the terms of a payment plan entered into with OAK RIDGE. The above collections protocol shall be applied equally to all Collectors, including without limiting the generality of the foregoing, any Collector that is an Affiliate of OAK RIDGE, provided however, that OAK RIDGE must reject deliveries of a Collector that is an Affiliate of OAK RIDGE and more than forty-five (45) days delinquent whether or not OAK RIDGE has applied the collection protocol to such Affiliate.

If any Collector fails to deliver to OAK RIDGE any required payment within forty-five (45) days of the statement date, the HRRRA will, and where permitted by applicable law will cause each Participating Municipality to, suspend such Collector's license to collect Acceptable Solid Waste from the Participating Municipalities. Upon request, OAK RIDGE will provide to the HRRRA documentation which reflects the non-payment by any such Collector and the procedures used by OAK RIDGE to collect amounts owed from any such Collector, which procedures shall be in accordance with OAK RIDGE's billing and collection procedures.

In consideration of the extension of credit to the undersigned by Oak Ridge Transfer Station, LLC, in lieu of being required to pay cash, the undersigned agrees that all invoices rendered by OAK RIDGE for disposal charges incurred at the HRRRA system on or after July 1, 2019, will be paid within thirty (30) days from the Invoice Date.

---

NAME OF HAULING COMPANY

---

NAME OF COMPANY OWNER/PARTNERS

---

TITLE

---

AUTHORIZED SIGNATURE

---

DATE

**Form D (1 of 1)**

**Housatonic Resources Recovery Authority**

**2019-20 Annual Permit and Municipal Registration Application** (Effective August 1, 2019-July 31, 2020)

**SWORN AFFIDAVIT**

I hereby certify under penalty of perjury that the information provided herein (in Forms A, B, and D), in the certificates of insurance and in the Annual Municipal Solid Waste Reporting forms and attached hereto is true and correct, that, as a condition of the issuance of each municipal registration for which the Permittee/Registrant has applied, the Permittee/Registrant agrees that it will comply with the solid waste, recycling, and litter control ordinances of every municipality with which Permittee/Registrant has registered, that the Permittee/Registrant has registered with all municipalities in which it will provide collection services, and that the Permittee/Registrant will comply with the solid waste, recycling and litter control laws and regulations of the State of Connecticut and the United States. I further certify that I am authorized to sign this attestation and agreement on behalf of the Permittee/Registrant and acknowledge that Permittee/Registrant's failure to comply with any of the ordinances, laws, rules or regulations may result in the revocation or suspension of the Permittee/Registrant's permit and/or registration to act as a collector of solid waste and/or recyclable materials in the applicable municipality or municipalities and/or the collector's ability to access one of the HRRRA transfer stations in the region.

\_\_\_\_\_  
Signature of Authorized Agent Title Date

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me

\_\_\_\_\_  
(Name of Notary)

the undersigned officer, personally appeared \_\_\_\_\_  
(Name of Authorized Agent)

who acknowledged himself/herself to be the \_\_\_\_\_  
(Title of Authorized Agent)

of \_\_\_\_\_, a business authorized  
(Name of Business)

to operate in the State of CT, and that he/she as such \_\_\_\_\_  
(Title of Authorized Agent)

being authorized to do so, executed the foregoing instruction for the purposes therein contained, and certified, under penalty of perjury, that the information provided in this application is true and correct by signing the name of the business of himself/herself as \_\_\_\_\_  
Title of Authorized Agent)

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
(Signature of Notary Public)

Date Commission Expires \_\_\_\_\_





**Housatonic Resources Recovery Authority****2019-20 Annual Permit and Municipal Registration Application** (Effective August 1, 2019-July 31, 2020)**HRRA VEHICLE INFORMATION** **Attach a copy of all vehicle registrations**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Complete ALL the boxes</b>	<b>Vehicle #1</b>	<b>Vehicle #2</b>	<b>Vehicle #3</b>	<b>Vehicle #4</b>
Make				
Year				
Body Type (See Chart Below)				
License Plate #				
Permit Type – <b>MSW or Recycling</b>				
Registration Expires				

	<b>Vehicle #5</b>	<b>Vehicle #6</b>	<b>Vehicle #7</b>	<b>Vehicle #8</b>
Make				
Year				
Body Type (See Chart Below)				
License Plate #				
Permit Type - <b>MSW or Recycling</b>				
Registration Expires				

	<b>Vehicle #6</b>	<b>Vehicle #7</b>	<b>Vehicle #8</b>	<b>Vehicle #9</b>
Make				
Year				
Body Type (See Chart Below)				
License Plate #				
Permit Type - <b>MSW or Recycling</b>				
Registration Expires				

**Vehicle Body Types****FL** - Front Loader**FB** - Flatbed**DT** - Dump Truck**PU** - Pickup**RL** - Rear Loader**VN** - Van**TR** - Tractor**CO** - Container**SL** - Side Loader**RO** - Roll-Off/Lift Truck**TL** - Trailer

**Form E (2 of 2)****Housatonic Resources Recovery Authority****2019-20 Annual Permit and Municipal Registration Application** (Effective August 1, 2019-July 31, 2020)**HRRA VEHICLE INFORMATION** **Attach a copy of all vehicle registrations**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Complete ALL the boxes</b>	Vehicle #____	Vehicle #____	Vehicle #____	Vehicle #____
Make				
Year				
Body Type (See Chart Below)				
License Plate #				
Permit Type - <b>MSW or Recycling</b>				
Registration Expires				

	Vehicle #____	Vehicle #____	Vehicle #____	Vehicle #____
Make				
Year				
Body Type (See Chart Below)				
License Plate #				
Permit Type - <b>MSW or Recycling</b>				
Registration Expires				

	Vehicle #____	Vehicle #____	Vehicle #____	Vehicle #____
Make				
Year				
Body Type (See Chart Below)				
License Plate #				
Permit Type - <b>MSW or Recycling</b>				
Registration Expires				

**Vehicle Body Types****FL** - Front Loader**FB** - Flatbed**DT** - Dump Truck**PU** - Pickup**RL** - Rear Loader**VN** - Van**TR** - Tractor**CO** - Container**SL** - Side Loader**RO** - Roll-Off/Lift Truck**TL** - Trailer



Department of Environmental Protection  
Bureau of Material Management  
& Compliance Assurance  
79 Elm Street – 4th Floor  
Hartford, CT 06106-5127

**CONNECTICUT SOLID WASTE COLLECTOR  
ANNUAL MUNICIPAL SOLID WASTE  
REPORTING FORM  
FOR HRRRA MUNICIPALITIES FY 2018-19**  
**Use one form per town/city in which you collect**

This form must be completed and submitted by collectors (i.e. haulers) of solid waste and recyclables by July 31st for the previous Fiscal Year (i.e., July 1, 2018-June 30, 2019) to each CT municipality in which they collect. Completed reports for all HRRRA member municipalities should be submitted to HRRRA in person or by mail (162 Whisconier Rd, Brookfield, CT 06804), fax (203-617-4727) or by e-mail to [info@hrrra.org](mailto:info@hrrra.org).

**THIS FORM IS FOR THE TOWN/CITY OF:** \_\_\_\_\_

Collector Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Street Address : \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

**PART 1 - RECYCLABLES COLLECTED**

<b>RECYCLABLE ITEMS COLLECTED</b> <i>(See list at bottom of page)</i>	<b>SOURCE<sup>1</sup></b> <i>(check all that apply)</i>	<b>DESTINATION OF RECYCLABLES</b> <i>(Where is the material being tipped?)</i>	<b>TONS<sup>2</sup></b> <i>(If out of state)</i>
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	
	<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> Both	Destination Name: Address :	

**RECYCLABLE ITEMS:** Mixed Recyclables, Dual Stream, Glass, Card board, Food Waste, Scrap Metal, Brush, Leaves, Other List items

**1 SOURCE** means real estate containing one or more dwelling units. Condominiums and apartments are residential sources of recyclables. Hospitals, motels or hotels are "nonresidential" - CGS Section 22a-220a(a). Any waste (other than waste oil) burned is considered disposed.

**2 TONS** – It is mandatory to report tons if the 1st destination of the recyclables is out-of-state or is an end user (e.g. paper mill, manufacturer, etc.). Ideally, tonnages should be reported for recyclables which never pass through a CT-permitted solid waste facility.

## PART 2 - OTHER SOLID WASTE COLLECTED

TYPE OF SOLID WASTE COLLECTED for DISPOSAL	CT CITY or CT TOWN within which the material was GENERATED from	NAME & DESTINATION OF MATERIAL <i>(Where is the material being tipped?)</i>	TONS <sup>2</sup> <i>(If out of state)</i>
MSW			
MSW			
MSW			
<b>OVERSIZED MSW</b> <i>i.e. furniture, carpets, mattresses, etc.</i>			
<b>OVERSIZED MSW</b> <i>i.e. furniture, carpets, mattresses, etc.</i>			
<b>OVERSIZED MSW</b> <i>i.e. furniture, carpets, mattresses, etc.</i>			
<b>Construction &amp; Demolition Waste</b>			
<b>Construction &amp; Demolition Waste</b>			
<b>Landclearing Logs &amp; Stumps</b>			
<b>Landclearing Logs &amp; Stumps</b>			
<b>Others</b> <i>Specify:</i>			
<b>Others</b> <i>Specify:</i>			

## PART 3 - CERTIFICATION & SIGNATURE

This report, which is required to be submitted to each municipality in which your company collects solid waste (including recyclables) on a regular basis, shall be signed by your company's chief executive officer or a duly authorized representative of such officer and by the individual(s) responsible for actually preparing this document. Each such individual shall certify in writing as follows:

*"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law."*

**Print Name** of Collector/Hauler- Chief Executive Officer: \_\_\_\_\_

**Signature** of Chief Executive Officer or Authorized Representative: \_\_\_\_\_

**Print Name** of Authorized Representative: \_\_\_\_\_

Person responsible for preparing report: \_\_\_\_\_

**Signature** of person preparing report: \_\_\_\_\_

## Housatonic Resources Recovery Authority

### CERTIFICATE OF INSURANCE – INSTRUCTIONS

- A. Agent's / Broker's name, address and fax number.
- B. Your business name and address.
- C. Name of insurance companies issuing your policies.
- D. The minimum insurance coverage you must carry is either Option 1 or Option 2 below:
- E. **HRRA, and all HRRA municipalities in which the hauler/collector works must be listed as additional insureds on all policies except those for workers' compensation and employer's liability insurance. Oak Ridge must be listed as additional insured on all policies except those for workers' compensation and employer's liability insurance if a permit for Oak Ridge is sought.**
- Sample language: The Housatonic Resources Recovery Authority (HRRA), all HRRA member municipalities, and Oak Ridge Transfer Stations, LLC are all additional insureds under the General Liability and Automobile Liability policies.*
- F. The Named Insured must include the name of the Company to be permitted by HRRA as well as the owner's name listed on the motor vehicle registration of any and all permitted vehicles.
- G. HRRA must receive notice at least 30 days prior to cancellation of insurance policies. H. HRRA must have the original certificate bearing the original signature.
- I. HRRA's name and address must appear as follows:  
Housatonic Resources Recovery Authority, Old Town Hall, 162 Whisconier Road, Brookfield, CT 06804

#### Option 1

- **Comprehensive General Liability** insurance with a broad form endorsement, a minimum combined single limit coverage for bodily injury and property damage of not less than one million (\$1,000,000.00) dollars on a per occurrence basis and an aggregate of at least two million (\$2,000,000) dollars; and
- **Automobile Liability** insurance covering **all owned, non-owned and hired vehicles** with a minimum combined single limit coverage of not less than one million (\$1,000,000.00) dollars on a per occurrence basis;
- **Workers' Compensation Insurance** in such amounts as required by Connecticut law or certificate of self-insurance issued by the State of Connecticut's Board of Compensation Commissioners pursuant to Section 31-284 of the Connecticut General Statutes; and
- **Employer's Liability Insurance** with a minimum combined single limit coverage of not less than five hundred thousand (\$500,000.00) dollars.

#### Option 2

- **Umbrella /Excess Liability Insurance** with coverage of one million (\$1,000,000.00) dollars per occurrence, underlying both general liability and automobile liability insurances; and
- **Comprehensive General Liability** insurance with a broad form endorsement, a minimum combined single limit coverage for bodily injury and property damage of not less than five hundred thousand (\$500,000.00) dollars on a per occurrence basis and an aggregate of at least one million (\$1,000,000) dollars; and
- **Automobile Liability** insurance covering **all owned, non-owned and hired vehicles** with a minimum combined single limit coverage of not less than five hundred thousand (\$500,000.00) dollars on a per occurrence basis; and
- **Workers' Compensation Insurance** in such amounts as required by Connecticut law or certificate of self-insurance issued by the State of Connecticut's Board of Compensation Commissioners pursuant to Section 31-284 of the Connecticut General Statutes; and
- **Employer's Liability Insurance** with a minimum combined single limit coverage of not less than one hundred thousand (\$100,000.00) dollars.



## **OAK RIDGE TRANSFER STATIONS, LLC**

Recycling Permit #0340199 – Transfer Fate 4/21/2011

MSW & C&D Permit #0340946 – Issuance Date 7/1/2010

### **HOURS OF OPERATION**

Monday – Friday 6:00am – 4:00pm

Saturday: 7:00am – 1:00pm

### **YARD RULES**

- **NO** HAZARDOUS MATERIALS ACCEPTED\*
- SPEED LIMIT IN THE YARD IS **5 MILES PER HOUR** (5 MPH)
- PROPER SAFETY ATTIRE **REQUIRED AT ALL TIMES**\*\*
- VEHICLES SHOULD NEVER BE LEFT UNATTENDED
- SCAVENGING IS ILLEGAL AND STRICTLY PROHIBITED
- SMOKING IN OR AROUND ANY BUILDING IS PROHIBITED
- NO UNTARPING OF LOADS WHILE IN SCALE LINE
- DUMP-STYLE TRUCK BODIES ONLY

\* Unacceptable Waste: Recyclable Materials, Hazardous Waste, Explosives, Liquid Waste, Asbestos, Motor Vehicle Parts, Tires, Animal Products, Ashes, Human or Animal Remains, Offal (internal organs of a butchered animal), American Flags, Pathological or Biological Waste, Pressurized Containers, Radioactive Materials, Sealed Drums, Sludge, and Tar.

\*\* Hard hat and reflective safety vest/jacket/shirt worn AT ALL TIMES