

May 13, 2024
File No. 02220718.03

Central Permit Processing Unit
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127

Subject: Proposed SCRRRA Compost Facility; Preston, Connecticut
Southeastern Connecticut Regional Resources Recovery Authority
Solid Waste Facility Permit Application Package

On behalf of the Southeastern Connecticut Regional Resources Recovery Authority (SCRRRA), SCS Engineers (SCS) submits this Solid Waste Facility permit application package for the proposed facility. SCRRRA plans to construct and operate a new compost facility to compost food scraps (targeted feedstock) and wood chips, using aerated static pile (ASP) technology.

The site address is 132 Route 12, Preston and is identified as Lot 132, Block 12. The lot is owned by SCRRRA and is 33.67 acres in total. A large portion of the lot is leased to Covanta for a waste-to-energy facility. The proposed compost facility will be located south of Brewster Road and will occupy about 7.5 acres.

The proposed facility will be the first and only large-scale aerobic food waste composting facility in southeastern Connecticut, fulfilling an infrastructure need in a historically underserved region. With this facility, SCRRRA will provide the infrastructure to create a sustainable, environmentally friendly system for diverting organics from the waste stream, to be turned into a high-quality soil amendment for farmers and gardeners. Creation of this facility will not only save money for the SCRRRA member towns, in the face of rising waste management costs, but will also greatly benefit the environment in many ways, including reducing greenhouse gas emissions produced by trucks and sequestering carbon in the natural composting process.

This application package includes:

- A Permit Application Transmittal Form (DEP-APP-001; see Attachment 1)
- A Permit Application for Construction and Operation of a Solid Waste Facility (DEP-SW-APP-100; see Attachment 2) and the following supporting documents:
 - Attachment A: Executive Summary
 - Attachment B: Applicant Compliance Information Form
 - Attachment C: USGS Map
 - Attachment D: Coastal Consistency Review Form
 - Attachment E: NDDDB Information
 - Attachment H: Background Information
 - Attachment I: Statement of Consistency with the Solid Waste Management Plan
 - Attachment J: Business Information
 - Attachment K: Facility Plan



- One copy of the application package
- The applicable fee, paid by check and clipped to this letter, made payable to the "Department of Energy and Environmental Protection".

If you have any questions about this application package, please call Dave Aldridge of SCRRRA at 860-381-5558 or Greg at 845-357-1052.

Sincerely,



Christine Stokes
Quality Assurance Reviewer
SCS Engineers



Gregory P. McCarron, PE
Project Director
SCS Engineers

cs/GPM

cc: Dave Aldridge (via electronic mail)



**Connecticut Department of
Energy & Environmental Protection**

CPPU USE ONLY	
App #:	_____
Doc #:	_____
Check #:	_____

Permit Application Transmittal Form

Please complete this transmittal form in accordance with the instructions in order to ensure the proper handling of your application(s) and the associated fee(s). Print legibly or type.

Part I: Applicant Information:

- **If an applicant is a corporation, limited liability company, limited partnership, limited liability partnership, or a statutory trust, it must be registered with the Secretary of State. If applicable, applicant's name shall be stated **exactly** as it is registered with the Secretary of State.*
- *If an applicant is an individual, provide the legal name (include suffix) in the following format: First Name; Middle Initial; Last Name; Suffix (Jr, Sr., II, III, etc.).*

Applicant: Southeast Connecticut Regional Resources Recovery Authority			
Mailing Address: 7 Hurlbutt Road			
City/Town: Gales Ferry	State: CT	Zip Code: 06335	
Business Phone: 860-381-5558	ext.:		
Contact Person: David W. Aldridge	Phone: 860-381-5558 ext. 201		
E-Mail: daldridge@scrrra.org			
Applicant (check one): <input type="checkbox"/> individual <input type="checkbox"/> *business entity <input type="checkbox"/> federal agency <input type="checkbox"/> state agency <input checked="" type="checkbox"/> municipality <input type="checkbox"/> tribal			
*If a business entity, list type (e.g., corporation, limited partnership, etc.):			
<input type="checkbox"/> Check if any co-applicants. If so, attach additional sheet(s) with the required information as supplied above.			
Please provide the following information to be used for <i>billing purposes only</i> , if different:			
Company/Individual Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Contact Person:	Phone:	ext.	

Part II: Project Information

Brief Description of Project: <i>(Example: Development of a 50 slip marina on Long Island Sound)</i>					
Construction and operation of a SSO composting facility.					
Location (City/Town): Preston					
Other Project Related Permits <i>(not included with this form)</i> :					
Permit Description	Issuing Authority	Submittal Date	Issuance Date	Denial Date	Permit #
General Permit for Stormwater	CT DEEP	TBD		NA	

Part III: Individual Permit Application and Fee Information

New, Mod. or Renew	Individual Permit Applications	Initial Fees	No. of Permits Applied For	Total Initial Fees	Original + Required Copies
	AIR EMISSIONS				
	New Source Review <input type="checkbox"/> Revision <input type="checkbox"/> minor mod	\$940.00			1 + 0
	Title V Operating Permits <input type="checkbox"/> Revision <input type="checkbox"/> minor mod <input type="checkbox"/> non-minor mod	none			1 + 0
	Title IV	none			1 + 0
	Clean Air Interstate Rule (CAIR)	none			1 + 0
	WATER DISCHARGES				
	To Groundwater	\$1300.00			1 + 1
	To Sanitary Sewer (POTW)	\$1300.00			1 + 1
	To Surface Water (NPDES)	\$1300.00			1 + 1
	WATER PLANNING AND MANAGEMENT				
	Dam Safety	none			1 + 2
	Domestic Sewage Treatment Works (For municipal and private sewage treatment facilities discharging to surface waters)	\$1300.00/ Mod = \$940			1 + 1
	Water Diversion (consumptive) and Registrations	★			1 + 5
	LAND AND WATER RESOURCES				
	Flood Management Certification	none			1 + 1
	Flood Management Certification Exemption	none			1 + 1
	Inland Wetlands and Watercourses (State Agencies Only)	none			1 + 5
	Inland 401 Water Quality Certification	none			1 + 5
	FERC- Hydropower Projects- 401 Water Quality Certification	none			1 + 5
	Water Diversion (non-consumptive)	★			1 + 5
	Certificate of Permission	\$375.00			1 + 2
	Coastal 401 Water Quality Certification	none			1 + 2
	Structures and Dredging/and Fill/Tidal Wetlands	\$660.00			1 + 2
	WASTE MANAGEMENT				
	Aerial Pesticide Application	★			1 + 2
	Aquatic Pesticide Application	\$200.00			1 + 0
	CGS Section 22a-454 Waste Facilities	★			1 + 1
	Disruption of a Solid Waste Disposal Area	\$0			1 + 1
	Hazardous Waste Treatment, Storage and Disposal Facilities	★			1 + 1
	Marine Terminal License	\$100.00			1 + 0
	Stewardship	\$4000.00			1 + 1
New	Solid Waste Facilities	★	1	\$7,750	1 + 1
	Waste Transportation	★			1 + 0
		Subtotal ➡	1	\$7,750	
GENERAL PERMITS and AUTHORIZATIONS		Subtotals Page 3 & 4 ➡	0	0	
Enter subtotals from Part IV, pages 3 - 6 of this form		Subtotals Page 5 ➡	0	0	
		Subtotals Page 6 ➡	0	0	
		TOTAL ➡	1	\$7,750	
<input type="checkbox"/> Indicate whether municipal discount or state waiver applies.		➡		\$7,750	
Less Applicable Discount				\$7,750	
		AMOUNT REMITTED ➡		\$7,750	
Check # ➡	12242	Check or money order should be made payable to: "Department of Energy and Environmental Protection"			

★ See fee schedule on individual application.

Part IV: General Permit Registrations and Requests for Other Authorizations
Application and Fee Information

✓	General Permits and Other Authorizations	Initial Fees	No. of Permits Applied For	Total Initial Fees	Original + Required Copies
AIR EMISSIONS					
<input type="checkbox"/>	Limit Potential to Emit from Major Stationary Sources of Air Pollution	\$2760.00			1 + 0
<input type="checkbox"/>	Diagnostic and Therapeutic X-Ray Devices (Medical X-Ray) Registration	\$190.00/Xray device			1 + 0
<input type="checkbox"/>	Radioactive Materials and Industrial Device Registration (Ionizing Radiation)	\$200.00			1 + 0
<input type="checkbox"/>	Emergency/Temporary Authorization	★★			★★
<input type="checkbox"/>	License Revocation Request	\$0			★★
<input type="checkbox"/>	Other, (please specify):				
WATER DISCHARGES					
Categorical Industry User to a POTW					
<input type="checkbox"/>	Discharges ≥ 10,000 gpd	\$6250.00			1 + 0
<input type="checkbox"/>	Discharges < 10,000 gpd	\$3125.00			
Comprehensive Discharges to Surface Water and Groundwater					
<input type="checkbox"/>	Registration Only	\$625.00			1 + 0
<input type="checkbox"/>	Approval of Registration by DEEP	\$1250.00			
<input type="checkbox"/>	Domestic Sewage	\$625.00			1 + 0
<input type="checkbox"/>	Food Service Establishment Wastewater		No Registration		
Groundwater Remediation Wastewater					
<input type="checkbox"/>	Registration Only	\$625.00			1 + 0
<input type="checkbox"/>	Approval of Registration by DEEP	\$1250.00			
Miscellaneous Discharges of Sewer Compatible Wastewater					
<input type="checkbox"/>	Registration Only	\$500.00			1 + 0
<input type="checkbox"/>	Approval of Registration by DEEP	\$1000.00			
<input type="checkbox"/>	Nitrogen Discharges		No Registration		
<input type="checkbox"/>	Point Source Discharges from Application of Pesticides	\$200.00			1 + 0
<input type="checkbox"/>	Stormwater Associated with Commercial Activities	\$300.00			1 + 0
Stormwater Associated with Industrial Activities					
<input type="checkbox"/>	No Exposure Certification	\$250.00			1 + 0
<input type="checkbox"/>	<50 employees—see general permit for additional requirements	\$500.00			
<input type="checkbox"/>	>50 employees—see general permit for additional requirements	\$1000.00			
<input type="checkbox"/>	Stormwater & Dewatering Wastewaters-Construction Activities	★			1 + 0
<input type="checkbox"/>	Stormwater from Small Municipal Separate Storm Sewer Systems (MS4)	\$625.00			1 + 0
<input type="checkbox"/>	Stormwater from DOT Separate Storm Sewer Systems (DOT MS4)	\$0			1 + 0
<input type="checkbox"/>	Subsurface Sewage Disposal Systems Serving Existing Facilities	★★			1 + 0
<input type="checkbox"/>	Swimming Pool Wastewater - Public Pools and Contractors	\$500.00			1 + 0
Vehicle Maintenance Wastewater					
<input type="checkbox"/>	Registration Only	\$625.00			1 + 0
<input type="checkbox"/>	Approval of Registration by DEEP	\$1250.00			
<input type="checkbox"/>	Emergency/Temporary Authorization - Discharge to POTW	\$1500.00			1 + 0
<input type="checkbox"/>	Emergency/Temporary Authorization - Discharge to Surface Water	\$1500.00			1 + 0
<input type="checkbox"/>	Emergency/Temporary Authorization - Discharge to Groundwater	\$1500.00			1 + 0
<input type="checkbox"/>	Other, (please specify):				
Note: Carry subtotals over to Part III, page 2 of this form.		Subtotal →	0	\$0	

★ See fee schedule on registration/application.

★★ Contact the specific permit program for this information.
 (Contact numbers are provided in the instructions)

Part IV: General Permit Registrations and Requests for Other Authorizations (continued)

<input checked="" type="checkbox"/> General Permits and Other Authorizations	Initial Fees	No. of Permits Applied For	Total Initial Fee	Original + Required Copies
AQUIFER PROTECTION PROGRAM				
<input type="checkbox"/> Registration for Regulated Activities	\$625.00			1 + 0
<input type="checkbox"/> Permit Application to Add a Regulated Activity	\$1250.00			1 + 0
<input type="checkbox"/> Exemption Application from Registration	\$1250.00			1 + 0
WATER PLANNING AND MANAGEMENT				
<input type="checkbox"/> Dam Safety Repair and Alteration: Non Filing	No Registration			
<input type="checkbox"/> Dam Safety Repair and Alteration: Filing – No PE	\$100.00			1 + 0
<input type="checkbox"/> Dam Safety Repair and Alteration: Filing – PE	\$200.00			1 + 0
<input type="checkbox"/> Dam Safety Repair and Alteration: Approval of Filing	\$250.00			1 + 0
<input type="checkbox"/> Diversion of Remediation Groundwater	No Registration			
<input type="checkbox"/> Diversion of Water for Consumptive Use: Reauthorization Categories	\$2500.00			1 + 0
<input type="checkbox"/> Diversion of Water for Consumptive Use: Authorization Required	\$2500.00			1 + 4
<input type="checkbox"/> Diversion of Water for Consumptive Use: Filing Only	\$1500.00			1 + 1
<input type="checkbox"/> Water Resource Construction Activities	★			1 + 0
<input type="checkbox"/> Emergency/Temporary Authorization	★★			★★
<input type="checkbox"/> Notice of High Hazard Dam or a Significant Hazard Dam	\$0			1 + 0
<input type="checkbox"/> Other, (please specify):				
LAND AND WATER RESOURCES				
Minor Coastal Structures				
<input type="checkbox"/> 4/40 Docks/Access Stairs	\$700.00			1 + 1
<input type="checkbox"/> Beach Grading	No Registration			
<input type="checkbox"/> Buoys or Markers	No Registration			
<input type="checkbox"/> Experimental Activities/Scientific Monitoring Devices	No Registration			
<input type="checkbox"/> Harbor Moorings	No Registration			
<input type="checkbox"/> Non-harbor Moorings	\$250.00			1 + 1
<input type="checkbox"/> Osprey Platforms and Perch Poles	No Registration			
<input type="checkbox"/> Pump-out Facilities	No Registration			
<input type="checkbox"/> Swim Floats	No Registration			
Coastal Maintenance				
<input type="checkbox"/> Backflow Prevention Structure	No Registration			
<input type="checkbox"/> Beach Grading/Raking	No Registration			
<input type="checkbox"/> Catch Basin Cleaning	No Registration			
<input type="checkbox"/> Coastal Remedial Activities Required by Order	\$700.00			1 + 1
<input type="checkbox"/> Coastal Restoration	No Registration			
<input type="checkbox"/> DEEP Boat Launch Infrastructures	No Registration			
<input type="checkbox"/> DOT Infrastructures	No Registration			
<input type="checkbox"/> Marina and Mooring Field Reconfiguration	\$700.00			1 + 1
<input type="checkbox"/> Minor Seawall Repair	No Registration			
<input type="checkbox"/> Placement of Cultch	No Registration			
<input type="checkbox"/> Reconstruction of Legally Existing Structure/Obstruction/Encroachment	\$300.00			1 + 1
<input type="checkbox"/> Removal of Derelict Structures	No Registration			
<input type="checkbox"/> Residential Flood Hazard Mitigation	\$100.00			1 + 1
<input type="checkbox"/> Temporary Access of Construction Vehicles/Equipment	No Registration			
<input type="checkbox"/> Programmatic General Permit	★			1 + 1
<input type="checkbox"/> Emergency/Temporary Authorization				
<input type="checkbox"/> Other, (please specify):				
Note: Carry subtotals over to Part III, page 2 of this form.		Subtotal →	0	0

★ See fee schedule on registration/application.

★★ Contact the specific permit program for this information.
(Contact numbers are provided in the instructions)

Part IV: General Permit Registrations and Requests for Other Authorizations (continued)

<input checked="" type="checkbox"/> General Permits and Other Authorizations	Initial Fees	No. of Permits Applied For	Total Initial Fee	Original + Required Copies
WASTE MANAGEMENT				
<input type="checkbox"/> Addition of Grass Clippings at Registered Leaf Composting Facilities	\$500.00			1 + 0
<input type="checkbox"/> Beneficial Use Determination	★			1 + 0
<input type="checkbox"/> Collection and Storage of Post Consumer Paint	\$0			1 + 0
<input type="checkbox"/> Connecticut Solid Waste Demonstration Project	\$1000.00			1 + 0
Construct and Operate a Commercial Facility for the Management of Recyclable Materials and Certain Solid Wastes (Commercial GP)	Initial/Mod Fee			
<input type="checkbox"/> Asbestos Containing Materials	\$1,250.00/\$ 625			1 + 0
<input type="checkbox"/> Ash Residue	\$1,250.00/\$ 625			1 + 0
<input type="checkbox"/> Clean Wood: Tier III	\$500.00/\$250			1 + 0
<input type="checkbox"/> Clean Wood: Tier II	\$250.00/\$125			1 + 0
<input type="checkbox"/> Construction and Demolition Waste: Tier III	\$1,250.00/\$625			1 + 0
<input type="checkbox"/> Construction and Demolition Waste: Tier II	\$500.00/\$250			1 + 0
<input type="checkbox"/> Non-RCRA Hazardous Waste/Compatible Solid Wastes	\$1,250.00/\$625			1 + 0
<input type="checkbox"/> Recyclables	\$500.00/\$250			1 + 0
<input type="checkbox"/> Universal Wastes/Compatible Solid Wastes	\$1,250.00/\$625			1 + 0
Contaminated Soil and/or Staging Management (Staging/Transfer)				
<input type="checkbox"/> New Registrations	\$250.00			1 + 0
<input type="checkbox"/> New Approval of Registrations	\$1500.00			1 + 0
<input type="checkbox"/> Renewal of Registrations	\$250.00			1 + 0
<input type="checkbox"/> Renewal of Approval of Registrations	\$750.00			1 + 0
<input type="checkbox"/> Disassembling Used Electronics	\$2000.00			1 + 0
<input type="checkbox"/> Leaf Composting Facility	\$0			1 + 1
<input type="checkbox"/> Municipal Transfer Station	\$800.00			1 + 1
<input type="checkbox"/> One Day Collection of Certain Wastes and Household Hazardous Waste	\$1000.00			1 + 0
<input type="checkbox"/> Sheet Leaf Composting Notification	\$0			★★
Special Waste Authorization				
<input type="checkbox"/> Landfill or RRF Disposal	\$660.00			1 + 0
<input type="checkbox"/> Asbestos Disposal	\$300.00			
<input type="checkbox"/> homeowner	\$0			
<input type="checkbox"/> Storage and Processing of Asphalt Roofing Shingle Waste	\$2500.00			1 + 0
<input type="checkbox"/> Storage and Processing of Scrap Tires for Beneficial Use	\$1250.00			1 + 0
<input type="checkbox"/> Emergency/Temporary Authorization	★★			★★
<input type="checkbox"/> Other, (please specify):				
REMEDIATION				
<input type="checkbox"/> In Situ Groundwater Remediation: Enhance Aerobic Biodegradation	★			1 + 2
<input type="checkbox"/> In Situ Groundwater Remediation: Chemical Oxidation	\$500.00			1 + 0
<input type="checkbox"/> Emergency/Temporary Authorization	★			★★
Note: Carry subtotals over to Part III, page 2 of this form.		Subtotal →	0	0

★ See fee schedule on registration/application.

★★ Contact the specific permit program for this information.
(Contact numbers are provided in the instructions)

Affirmative Action, Equal Employment Opportunity and Americans with Disabilities

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act (ADA). Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.



Permit Application for Construction and Operation of a Solid Waste Facility

Use the "Instructions" document (DEP-SW-INST-100) to assist you in completing this form. Print or type unless otherwise noted. Your submittal to DEP must include: *Permit Application Transmittal Form* (DEP-APP-001); Completed Application Form (this form, DEP-SW-APP-100); all required supporting documents; and Fee.

Part I: Application and Permit Type

In the table below, check only one box in the left column to identify the type of solid waste facility for which you are applying for a permit. Complete one permit application for each solid waste facility requiring a permit.

✓	Solid Waste Facility Types (Check the type of permit you are applying for)	Initial Fee	DEP Use Only	
			Application No.	Permit No.
Solid Waste Disposal Area/Landfill				
<input type="checkbox"/>	Municipal Solid Waste	\$37,750.00		
<input type="checkbox"/>	Residue or other Solid Waste	\$26,500.00		
<input type="checkbox"/>	Closure Plan - Active Site	\$610.00		
<input type="checkbox"/>	Closure Plan - Inactive Site	\$4,000.00		
<input type="checkbox"/>	Closure Plan – Unpermitted Site	\$3,000.00		
Volume Reduction Plant				
<input type="checkbox"/>	Resources Recovery Facility	\$138,250.00		
<input type="checkbox"/>	Intermediate Processing Center	\$14,500.00		
<input checked="" type="checkbox"/>	Composting ≤100 Tons/day Source Separated Organic Material	\$7,750.00		
<input type="checkbox"/>	Composting >100 tons/day Source Separated Organic Material	\$10,000.00		
<input type="checkbox"/>	Construction and Demolition Waste ≤100 tons/day	\$7,750.00		
<input type="checkbox"/>	Construction and Demolition Waste >100 tons/day	\$14,500.00		
<input type="checkbox"/>	Land Clearing/Clean Wood Processing	\$10,000.00		
<input type="checkbox"/>	Sludge Processing	\$7,750.00		
<input type="checkbox"/>	Other (i.e., Shredder, Baler, Compactor, etc.) ≤100 tons/day (Please specify type)	\$10,000.00		
<input type="checkbox"/>	Other (i.e., Shredder, Baler, Compactor, etc.) >100 tons/day (Please specify type)	\$14,500.00		
<input type="checkbox"/>	Renewal - Resources Recovery Facility	\$1,400.00		
<input type="checkbox"/>	Renewal - Composting, Source Separated Organic Material	\$330.00		
<input type="checkbox"/>	Renewal - All Others	\$660.00		

Part I: Application and Permit Type (continued)

	Solid Waste Facility Types (Check the type of permit you are applying for)	Initial Fee	DEP Use Only							
			Application No.	Permit No.						
Transfer Stations										
<input type="checkbox"/>	≤75 tons/day	\$7,750.00								
<input type="checkbox"/>	>75 and ≤150 tons/day	\$10,000.00								
<input type="checkbox"/>	>150 tons/day	\$11,500.00								
<input type="checkbox"/>	Renewal	\$660.00								
Biomedical Waste Treatment Facility										
<input type="checkbox"/>	New Application	\$19,000.00								
<input type="checkbox"/>	Renewal	\$660.00								
Minor Permit Amendments										
<input type="checkbox"/>	Solid Waste Disposal Area/Landfill	\$1,375.00								
<input type="checkbox"/>	All Others (<i>Please specify type of facility</i>)	\$940.00								
Permit Modifications										
<input type="checkbox"/>	<i>Regulatory Requirement Modification</i> A modification to an existing permit to authorize a change to satisfy new statute, regulation, permit or order. <i>(Please specify type of facility)</i>	25% of the standard application fee, maximum of \$11,500.00								
<input type="checkbox"/>	<i>Permittee Initiated Modification</i> A modification to an existing permit to authorize a change in the approved or existing design, capacity, process or operation of the facility. <i>(Please specify type of facility)</i>	50% of the standard application fee, maximum of \$30,250.00								
<input type="checkbox"/>	Landfill Closure Plan Modification	\$940.00								
Existing Permit Information										
If this application is for a renewal, minor amendment or modification of an existing permit or the facility was previously licensed by a general permit or an emergency or temporary authorization, provide:										
<table border="0"> <thead> <tr> <th><i>Permit or Authorization Number(s)</i></th> <th><i>Expiration Date</i></th> <th><i>Solid Waste Facility Type</i></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					<i>Permit or Authorization Number(s)</i>	<i>Expiration Date</i>	<i>Solid Waste Facility Type</i>			
<i>Permit or Authorization Number(s)</i>	<i>Expiration Date</i>	<i>Solid Waste Facility Type</i>								

Part II: Fee Information

The initial fee, as indicated on pages 1 and 2 of this application, is the total permit application fee due for a new permit or for a modification of an existing permit to construct, unless otherwise specified in the general statutes or in regulations adopted pursuant thereto. The initial fee for the permit type you are applying for is to be submitted with the application. The application will not be processed without the initial fee.

The fee for municipalities is 50% of the listed rates on pages 1 and 2 of this application (see section 22a-6(b) CGS).

Part III: Applicant Information

1. **Applicant:** Complete the information on the Applicant as indicated on the *Permit Application Transmittal Form* (DEP-APP-001):

Name: **Southeastern Connecticut Regional Resources Recovery Authority**

Mailing Address: **7 Hurlbutt Road**

City/Town: **Gales Ferry**

State: **CT**

Zip Code: **06335**

Business Phone: **860-381-5558**

ext. **201**

Fax:

Contact Person: **David W. Aldridge**

Title: **Executive Director**

Email address: **daldridge@scrrra.org**

Property Interest: Check the appropriate boxes that represents the Applicant's interest in property at which the proposed activity is to be located:

site owner

option holder

lessee

easement holder

operator

other (specify)

Check here if there are co-applicants. If so, label and attach additional sheet(s) with the required information as requested above.

2. Primary contact for this application if not contact person named in (1) above (e.g., environmental consultant, engineer, etc.):

Firm Name: **SCS Engineers**

Mailing Address: **4 Executive Blvd., Suite 303**

City/Town: **Suffern**

State: **NY**

Zip Code: **10901**

Business Phone: **845-357-1052**

ext.

Fax:

Contact Person: **Greg McCarron**

Title: **Project Director**

Email address: **gmccarron@scsengineers.com**

3. List attorney or other representative, if applicable:

Firm Name: **Halloran & Sage**

Mailing Address: **One Goodwin Square, 225 Asylum Street**

City/Town: **Hartford**

State: **CT**

Zip Code: **06103**

Business Phone: **860-297-4684** ext.

cell:

Fax:

Attorney Name: **Richard L. Barger**

Email address: **barger@halloransage.com**

Part III: Applicant Information (continued)

4. Facility or Equipment Operator, if not the applicant::

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Name of Facility Foreman or Lead (on Site):

Title:

On-Site Phone:

Operator Type (check one):

Individual

Private company

Federal

State

Municipal

5. Owner of the property on which the Facility will be located:

Name: **Southeastern Connecticut Regional Resources Recovery Authority**

Mailing Address: **7 Hurlbutt Road**

City/Town: **Preston**

State: **CT**

Zip Code: **06335**

Business Phone: **860-381-5558**

ext. **201**

Fax:

Contact Person: **David W. Aldridge**

Title: **Executive Director**

Email address: **daldridge@scrrra.org**

6. Connecticut Licensed Professional Engineer (P.E.):

The applicant must retain the services of a qualified P.E. to prepare and certify the necessary engineering drawings including the operation and management plan for the facility.

Name: **Greg McCarron**

Mailing Address: **SCS Engineers 4 Executive Blvd., Suite 303**

City/Town: **Suffern**

State: **NY**

Zip Code: **10901**

Business Phone: **845-357-1052**

ext.

Fax:

Email address: **gmccarron@scsengineers.com**

Connecticut PE Registration Number: **0037055**

7. List any engineer(s) or other consultant(s) employed or retained to assist in preparing this submittal.

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Title:

Email address:

Service Provided:

Check here if additional sheets are necessary, and label and attach them to this sheet.

Part IV: Site Information

1. FACILITY NAME AND LOCATION

Name of Facility(if applicable): **SCRRA Compost Facility**

Street Address or Location Description: **132 Route 12**

City/Town: **Preston**

State: **CT**

Zip Code: **06365**

Latitude and longitude of the exact location of the proposed activity in degrees, minutes, and seconds:

Latitude: **41°28'27.0"N**

Longitude: **72°04'03.8"W**

Method of determination (check one): GPS USGS Map

Other (please specify): **Google Maps**

If a USGS Map was used, provide the quadrangle name: **Uncasville**

2. **INDIAN LANDS:** Is or will the Facility be located on federally recognized Indian lands? Yes No

3. **COASTAL AREA:** Is the proposed activity located within the coastal boundary as delineated on DEP approved coastal boundary maps? Yes No

If yes, and this application is for a new facility or modification for an existing facility, you must submit a *Coastal Consistency Review Form* (DEP-APP-004) with your application as "Attachment D".

4. **ENDANGERED OR THREATENED SPECIES:** Is the project site located within an area identified as a habitat for endangered, threatened or special concern species as identified on the "State and Federal Listed Species and Natural Communities Map"? Yes No Date of Map: **2023**

If yes, complete and submit a *Connecticut Natural Diversity Data Base (CT NDDB) Review Request Form* (DEP-APP-007) to the address specified on the form. **Please note NDDB review generally takes 4 to 6 weeks and may require additional documentation from the applicant. DEP strongly recommends that applicants complete this process before submitting the subject application.**

When submitting this **application** form, include copies of any correspondence to and from the NDDB, including copies of the completed *CT NDDB Review Request Form*, as Attachment E.

For more information visit the DEP website at www.ct.gov/dep/angeredspecies (Review/Data Requests) or call the NDDB at 860-424-3011.

5. **AQUIFER PROTECTION AREAS:** Is the site located within a town required to establish Aquifer Protection Areas, as defined in section 22a-354a through 354bb of the General Statutes (CGS)?

Yes No

If yes, is the site within an area identified on a Level A or Level B map? Yes No

To view the applicable list of towns and maps visit the DEP website at www.ct.gov/dep/aquiferprotection

To speak with someone about the Aquifer Protection Areas, call 860-424-3020.

6. **CONSERVATION OR PRESERVATION RESTRICTION:** Is the property subject to a conservation or preservation restriction? Yes No

If Yes, proof of written notice of this application to the holder of such restriction or a letter from the holder of such restriction verifying that this application is in compliance with the terms of the restriction, must be submitted as Attachment F.

Part IV: Site Information (continued)

7. **ENVIRONMENTAL JUSTICE COMMUNITY:** Does the site include an applicable facility which is located within an Environmental Justice Community, as defined in the Environmental Justice Public Participation Guidelines (Guidelines) www.ct.gov/dep/environmentaljustice? Yes No

If yes and this application is for a new or expanded permit, you must prepare an Environmental Justice Public Participation Plan (DEP-EJ-PLAN-001) in accordance with the Guidelines and submit such plan to:

Environmental Justice Program
Office of the Commissioner
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

prior to submitting this application. Once you have received written approval for your Environmental Justice Public Participation Plan from the DEP, submit this completed application with a copy of the Plan approval as Attachment G.

8. **WETLAND AREA:** Is the site located in a wetland area? Yes No

9a. **WATER CLASSIFICATION:** Ground water classification of the site: **GA**

9b. **SURFACE WATER BODIES:** Identify surface water bodies which may be impacted: (Attach additional sheets if necessary)

Name: **Thames River**

Surface Water Classification: **SB**

Name:

Surface Water Classification:

Name:

Surface Water Classification:

Name:

Surface Water Classification:

Part V: Facility Information

1. **DISPOSAL AREA (Landfill):** *Complete this item if this application is for the construction and operation of a proposed new landfill, or the renewal or modification of an existing landfill permit.*

LANDFILL TYPE (Check one): Municipal Solid Waste Residue or other Solid Waste

a. **New Landfill**

- (i) Proposed Site Capacity (**cubic yards (cy)**):
- (ii) Estimated Operating Life (**years**):
- (iii) Acreage of Property (**acres**):
- (iv) Proposed Acreage for Waste Disposal (**acres**):

b. **Existing Landfill (Permit Modification)**

- (i) Current Permitted Site Capacity (**cy**):
- (ii) Remaining Permitted Site Capacity (**cy**):
- (iii) Proposed Increase in Site Capacity (**cy**):
- (iv) Current Operating Life: (as noted in previous permit application) (**years**):
- (v) **Remaining Operating Life (years)**:
- (vi) Proposed Increase in Operating Life (**years**):
- (vii) Acreage of Property (**acres**):
- (viii) Current Permitted Acreage Remaining for Waste Disposal (**acres**):
- (ix) Proposed Increase in Acreage for Waste Disposal (**acres**):

2. **SOLID WASTE FACILITY:** *Complete this item if this application is for the construction and operation of a proposed new facility, or the renewal or modification of an existing facility permit.*

a. **FACILITY TYPE** (Check one):

Volume Reduction Plant (VRP) Transfer Station Biomedical Waste Facility

If you checked (VRP) indicate which type of VRP:

- Resource Recovery Facility Intermediate Processing Center
- Composting (source separated organic material) Construction and Demolition Waste
- Land Clearing/Clean Wood Processing Sludge Processing
- Other (specify):

Note: Proposed solid waste facility's that are designed to use complicated processing equipment systems or new technologies, may be required to conduct equipment shakedown and performance testing. After the issuance of the proposed facility's Permit to Construct and the completion and approval of the facility's construction, DEP will issue a Temporary Permit to Operate (TPO) in order to complete the necessary equipment and performance testing. DEP will develop the final Permit to Operate based upon the P.E. certified test report(s).

Part V: Facility Information (continued)

2b. Complete this item if this application is for the construction and operation of a proposed new facility, or the renewal or modification of an existing facility permit.			
	Proposed New Facility	Existing Facility	
		Current Permit	*Proposed Permit Modification
(i) Processing Capacity (tons per day)	55		
(ii) Storage Capacity (cubic yards) (cy)	15,000		
(iii) Acreage of Property (acres)	33.7		
(iv) Acreage Used by Facility (acres)	7.5		
(v) Operation (days/hours)	5/8		
(vi) Processing Equipment:: In the rows across and below, list the types, sizes, number and design parameters of principle fixed equipment and rolling stock used. (i.e., chippers, loaders, etc.)	One (1) front-end loader		
One (1) trommel screen			
One (1) aeration blower			
One (1) stacking conveyor			
<input type="checkbox"/> Check here if additional sheets are necessary, and label and attach them to this sheet.			
(vii) * Proposed Permit Modification Type(s) (check all that apply):			
<input type="checkbox"/> Equipment <input type="checkbox"/> Facility Design <input type="checkbox"/> Operations			
<input type="checkbox"/> Other (please specify):			

Part V: Facility Information (continued)

Facility Type (check one): Landfill VRP Transfer Station Biomedical Waste Facility

3. SOLID WASTE STORAGE VOLUMES: List the maximum on-site storage and storage method for each type of unprocessed and processed material. Storage of most waste materials require use of covers, secondary containment, impervious surfaces, and other measures as needed to prevent pollution.

Type of Solid Waste	Maximum Volume of On-Site Storage	Storage Method *waste must be stored under cover
*Antifreeze Liquid (gallons) (gl)		
Appliances with CFC (Freon) (units)		
*Asbestos Containing Material (cy)		
*Batteries, Lead-Acid (vehicle) (units)		
*Biomedical Waste (cy)		
*Capacitors, Fluorescent Lght Ballasts (only from residential sources) (gl)		
*Cardboard (cy)		
*Casting Sand (cy)		
*Coal Fly Ash (cy)		
*Construction and Demolition Waste (cy)		
*Contaminated Dredge Spoils (cy)		
*Contaminated Soils (cy)		
*Covered Electronic Devices (kg) or (cy)		
*Food/Beverage Containers and Plastic Containers (cy)		
*Industrial (e.g., slag, sludge) (cy)		
*Metal, Scrap (cy)		
*Mixed Municipal Solid Waste (cy)		
*Oil Filters (cy)		
*Oil, Used (gl)		
Oversized MSW (furniture, mattresses, rugs and carpets) (cy)		

Part V: Facility Information (continued)

Facility Type (check one): Landfill VRP Transfer Station Biomedical Waste Facility

Type of Solid Waste	Maximum Volume of On-Site Storage	Storage Method <small>*waste must be stored under cover</small>
*Paints and Stains (gl)		
*Paper (cy)		
Propane Tanks with Valves (units)		
*Residue (i.e., ash generated from the combustion process at a Resource recovery facility) (cy)		
*Scrap Tires (crumb rubber) (cy)		
*Scrap Tires (shreds) (cy)		
*Scrap Tires (whole) (cy)		
*Sludge Ash (cy)		
*Sludge (drinking water treatment plant; e.g., alum)		
*Sludge (wastewater treatment plant) (cy)		
Swap Shop: Household Items		
Textiles and Shoes		
Wood, Clean – processed (wood chips) (cy)	3,000	
Wood, Clean – unprocessed (land clearing debris, brush, pallets) (cy)		
*Wood, Treated (painted, creosoted, etc.) (cy)		
Yard Waste (leaves and grass clippings) (cy)		
<input type="checkbox"/> Check here if additional sheets are necessary, and label and attach them to this sheet.		

Part V: Facility Information (continued)

Facility Type (check one): Landfill VRP Transfer Station Biomedical Waste Facility

Type of Solid Waste	Maximum Volume of On-Site Storage	Storage Method <i>*waste must be stored under cover</i>
<i>Universal Waste</i> <i>Note: the combined weight of all universal waste stored on-site shall not exceed 5000 kg</i>		
*Electronics, Used (kg)		
*Mercury Containing Lamps (kg)		
*Mercury Containing Thermometers, Thermostats (kg)		
*Batteries, Mixed (kg)		
<i>Other material(s)</i> (kg/lbs/cy/gl/units)		
Food Waste, cy	100	
<input type="checkbox"/> Check here if additional sheets are necessary, and label and attach them to this sheet.		

Part VI: Supporting Documents

Be sure to read the instructions (DEP-SW-INST-100) for information on completing the following attachments. Check the appropriate box for each attachment being submitted to verify that *all* applicable attachments have been submitted. When submitting any supporting documents:

- (1) **label each document** with its respective attachment letter (e.g., Attachment A, etc.);
- (2) **include the applicant's** name as entered on Part I of the *Permit Application Transmittal Form*.

<input checked="" type="checkbox"/>	Attachment A:	Executive Summary
<input checked="" type="checkbox"/>	Attachment B:	<i>Applicant Compliance Information</i> (DEP-APP-002)
<input checked="" type="checkbox"/>	Attachment C:	An 8-1/2" x 11" copy of the relevant portion or an original of a United States Geological Survey (USGS) Topographic Quadrangle Map (scale: 1:24,000) with the regulated activity or project site outlined or pinpointed, as appropriate. (Not required for applications to construct and operate a solid waste disposal area (landfill).)
<input checked="" type="checkbox"/>	Attachment D:	<i>Coastal Consistency Review Form</i> (DEP-APP-004)
<input checked="" type="checkbox"/>	Attachment E:	CT NDDDB Information
<input type="checkbox"/>	Attachment F:	Conservation or Preservation Restriction Information, if applicable.
<input type="checkbox"/>	Attachment G:	Copy of the Written Environmental Justice Public Participation Plan Approval Letter, if applicable. (Also, a final report documenting the implementation of the Environmental Justice Public Participation Plan is to be prepared and submitted before the Department issues a Notice of Tentative Determination.)
<input checked="" type="checkbox"/>	Attachment H:	<i>Background Information</i> (DEP-SW-APP-101)
<input checked="" type="checkbox"/>	Attachment I:	<i>Statement of Consistency with Solid Waste Management Plan</i> (DEP-SW-APP-102)
<input checked="" type="checkbox"/>	Attachment J:	<i>Business Information</i> (DEP-SW-APP-103)
<input checked="" type="checkbox"/>	Attachment K:	Facility Plan (i.e. transfer stations; volume reduction plants “resource recovery facility, composting, construction and demolition waste, land clearing/clean wood, sludge processing, intermediate processing center”; biomedical waste treatment facility) <input checked="" type="checkbox"/> Engineering drawings such as area map/site plan/architectural and mechanical drawings; cross sections and specifications; mass balance diagrams; etc. <input checked="" type="checkbox"/> Operation and Management Plan
<input type="checkbox"/>	Attachment L:	<i>Determination of Need Information</i> (DEP-SW-APP-104) (Required only for applications to construct and operate ash residue and mixed municipal solid waste landfills, construction or expansion of resources recovery facilities and mixed municipal solid waste composting facilities.)
<input type="checkbox"/>	Attachment M:	<i>Checklist for Solid Waste Disposal Areas (Landfills)</i> (DEP-SW/WD-APP-110)
<input type="checkbox"/>	Attachment N:	<i>Certification Regarding Activities Previously Licensed by DEP</i> (DEP-SW-APP-105)

Part VII: Applicant Certification



The applicant(s) and the individual(s) responsible for actually preparing the application must sign this part. An application will be considered insufficient unless all required signatures are provided.

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157b of the General Statutes, and in accordance with any other applicable statute."

I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I certify that I will comply with all notice requirements as listed in Section 22a-6g of the General Statutes."

 _____ Signature of Applicant	_____ April 10, 2024 Date
David Aldridge _____ Name of Applicant (print or type)	Executive Director _____ Title (if applicable)
 _____ Signature of Preparer (if different than above)	_____ April 10, 2024 Date
Greg McCarron _____ Name of Preparer (print or type)	Project Director _____ Title (if applicable)

Check here if additional signatures are required. If so, please reproduce this sheet and attach signed copies to this sheet. You must include signatures of any person preparing any report or parts thereof required in this application (i.e., professional engineers, consultants, etc.).

- Please submit::
- (1) Permit Application Transmittal Form;
 - (2) completed Application Form;
 - (3) all required Supporting Documents;
 - (4) One copy of the entire package; and
 - (5) Fee.

To: CENTRAL PERMIT PROCESSING UNIT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 79 ELM STREET
 HARTFORD, CT 06106-5127

Please remember to publish notice of the permit application immediately after submitting your completed application to DEP. Within five business days of the date the application is filed with DEP, send a copy of the notice to the chief elected official of the municipality in which the regulated activity is proposed, and provide DEP with the "Certification of Notice Form (DEP-APP-005A)" and an affidavit of publication from the newspaper.

ATTACHMENT A – EXECUTIVE SUMMARY

Table of Contents of the Application Package:

1. The Permit Application Transmittal Form;
2. The Permit Application for Construction and Operation of a Solid Waste Facility;
3. Supporting documents, including:
 - Executive Summary – Attachment A – 2 pages.
 - Applicant Compliance Information Form - Attachment B – 2 pages.
 - United States Geological Survey (USGS) Map - Attachment C – 1 page.
 - Coastal Consistency Review Form - Attachment D – 5 pages.
 - CT NDDDB Information - Attachment E – 2 pages.
 - Background Information - Attachment H – 7 pages.
 - Statement of Consistency with the Solid Waste Management Plan - Attachment I – 4 pages.
 - Business Information - Attachment J – 2 pages, plus Attachments 1-6.
 - Facility Plan - Attachment K – 26 pages, including engineering drawings and an operations and maintenance plan.

Project Description

SCRARRA plans to construct and operate a new compost facility, at the proposed site, to compost food scraps (targeted feedstock) and wood chips, using aerated static pile (ASP) technology. Drawings and calculations are provided with the application.

The site address is 132 Route 12, Preston and is identified as Lot 132, Block 12. The lot is owned by SCRARRA and is 33.67 acres in total. A large portion of the lot is leased to Covanta for a waste-to-energy facility. The compost facility is located south of Brewster Road and will occupy about 7.5 acres.

The proposed facility will be the first and only large-scale aerobic food waste composting facility in southeastern Connecticut, fulfilling an infrastructure need in a historically underserved region. With this facility, SCRARRA will provide the infrastructure to create a sustainable, environmentally friendly system for diverting organics from the waste stream, to be turned into a high-quality soil amendment for farmers and gardeners. Creation of this facility will not only save money for the SCRARRA member towns, in the face of rising waste management costs, but will also greatly benefit the environment in many ways, including reducing greenhouse gas emissions produced by trucks and sequestering carbon in the natural composting process.

The overarching goal of this facility is to provide our region with the large-scale infrastructure necessary to divert organics from the waste stream and process them into nutrient rich compost for the local community. The SCRARRA facility will:

- Establish compost infrastructure that will facilitate diversion of food waste from the waste stream,
- Establish large-scale capacity for organics recycling,
- Reduce greenhouse gas emissions created by incineration and trucking of ash out of the region and trucking of purchased soil amendments into the region,

- Sequester carbon in the natural process of composting,
- Provide a local source of soil amendment/fertilizer alternative, some of which will be provided free to environmental justice communities for their community gardens,
- Reduce the amount of waste being sent to incinerators and landfills,
- Educate our communities about organics recycling and compost; and
- Save our town's money by lowering waste disposal costs.



**Connecticut Department of
Energy & Environmental Protection**

Applicant Compliance Information

DEEP ONLY

App. No. _____
Co./Ind. No. _____

Applicant Name: Southeastern Connecticut Regional Resources Recovery Authority

Mailing Address: **7 Hurlbutt Road**

City/Town: **Preston**

State: **CT**

Zip Code: **06335**

Business Phone: **860-381-5558**

ext.:

Contact Person: **David W. Aldridge**

Phone: **860-381-5558** ext. **201**

*E-mail: **daldridge@scrrra.org**

If you answer yes to any of the questions below, you must complete the Table of Enforcement Actions on the reverse side of this sheet as directed in the instructions for your permit application.

- A. During the five years immediately preceding submission of this application, has the applicant been convicted in any jurisdiction of a criminal violation of any environmental law?

Yes No

- B. During the five years immediately preceding submission of this application, has a civil penalty been imposed upon the applicant in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?

Yes No

- C. During the five years immediately preceding submission of this application, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?

Yes No

- D. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal court issued any order or entered any judgement to the applicant concerning a violation of any environmental law?

Yes No

- E. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal administrative agency issued any order to the applicant concerning a violation of any environmental law?

Yes No

Table of Enforcement Actions

(1) Type of Action	(2a) Date Commenced	(2b) Date Terminated	(3) Jurisdiction	(4) Case/Docket/ Order No.	(5) Description of Violation

Check the box if additional sheets are attached. Copies of this form may be duplicated for additional space.

Part I: Project Information (continued)

Has an endangered or threatened species review for this proposed activity been prepared or submitted as part of another DEEP license application? Yes No

If Yes, proceed to Part II; if No, complete the question below.

6. ENDANGERED OR THREATENED SPECIES: According to the most current "State and Federal Listed Species and Natural Communities Map", is the activity which is the subject of this application located within an area identified as a habitat for endangered, threatened or special concern species?

Yes No Date of Map: 2023

If yes, complete and submit a [Request for NDDDB State Listed Species Review Form](#) (DEEP-APP-007) to the address specified on the form, **prior** to submitting this application. **Please note NDDDB review generally takes 4 to 6 weeks and may require additional documentation from the applicant. A copy of the completed Request for NDDDB State Listed Species Review Form and the CT NDDDB response *must* be submitted with this completed application.**

For more information visit the DEEP website at www.ct.gov/deep/nddbrequest or call the NDDDB at 860-424-3011.

Part II: Identification of Applicable Coastal Use and Activity Policies and Standards

Identify all statutory goals and policies in or referenced by Section 22a-92 of the Coastal Management Act applicable to the proposed activities by checking the applicable boxes in the following table.

- General Development* - CGS Sections 22a-92(a)(1), 22a-92(a)(2), 22a-92(a)(9), 22a-92(a)(9)
- Water-Dependent Uses - CGS Sections 22a-92(a)(3), 22a-92(b)(1)(A)
- Ports and Harbors - CGS Section 22a-92(b)(1)(C)
- Coastal Structures and Filling - CGS Section 22a-92(b)(1)(D)
- Dredging and Navigation - CGS Sections 22a-92(c)(1)(C), 22a-92(c)(1)(D)
- Boating - CGS Section 22a-92(b)(1)(G)
- Fisheries - CGS Section 22a-92(c)(1)(I)
- Coastal Recreation And Access - CGS Sections 22a-92(a)(6), 22a-92(C)(1)(j), 22a-92(c)(1)(K)
- Sewer and Water Lines - CGS Section 22a-92(b)(1)(B)
- Fuel, Chemicals And Hazardous Materials - CGS Sections 22a-92(b)(1)(C), 22a-92(b)(1)(E), 22a-92(c)(1)(A)
- Transportation - CGS Sections 22a-92(b)(10)(F), 22a-92(c)(1)(F), 22a-92(c)(1)(G), 22a-92(c)(1)(H)
- Solid Waste - CGS Section 22a-92(a)(2)
- Dams, Dikes and Reservoirs - CGS Section 22a-92(a)(2)
- Cultural Resources - CGS Section 22a-92(b)(1)(J)
- Open Space and Agricultural Lands - CGS Section 22a-92(a)(2)

* applicable to all proposed activities

Part III: Consistency With Applicable Statutory Coastal Use and Activity Goals and Policies

Explain how the proposed activity is consistent with the applicable coastal activities goals and policies identified in Part II and describe any mitigation necessary to offset adverse impacts.

The site will prepare a Stormwater Pollution Control Plan/Stormwater Pollution Prevention Plan, including construction soil erosion and sediment control as well as post-construction measures. Water that comes into contact with the feedstocks and compost pile will be collected, stored, and recycled in the compost piles.

Part IV: Identification of Applicable Coastal Resources and Coastal Resource Policies

Identify the coastal resources and associated statutory policies that apply to your project by checking the applicable boxes in the following table.

Coastal Resources	on-site	adjacent to work site	off-site but potentially affected by the project
General Resources* - CGS Sections 22a-93(7), 22a-92(a)(2)	X	X	X
Beaches & Dunes - CGS Sections 22a-93(7)(C), 22a-92-(b)(2)(C), 22a-92(c)(1)(K)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bluffs & Escarpments - CGS Sections 22a-93(7)(A), 22a-92(b)(2)(A)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coastal Hazard Area - CGS Sections 22a-93(7)(H), 22a-92(a)(2), 22a-92(b)(2)(F), 22a-92(b)(2)(J), 22a-92(c)(2)(B), 22a-92(a)(5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coastal Waters & Estuarine Embayments - CGS Sections 22a-93(5), 22a-93(7)(K), 22a-93(7)(L), 22a-93(7)(G), 22a-92(a)(2), 22a-92(c)(2)(A)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developed Shorefront - CGS Sections 22a-93(7)(I), 22a-92(b)(2)(G)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freshwater Wetlands and Watercourses - CGS Sections 22a-93(7)(F), 22a-92(a)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intertidal Flats - CGS Sections 22a-93(7)(D), 22a-92(b)(2)(D), 22a-92(c)(1)(K)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Islands - CGS Sections 22a-93(7)(J), 22a-92(b)(2)(H)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rocky Shorefront - CGS Sections 22a-93(7)(B), 22a-92(b)(2)(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shellfish Concentration Areas - CGS Sections 22a-93(7)(N), 22a-92(c)(1)(I)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shorelands - CGS Sections 22a-93(7)(M), 22a-92(b)(2)(I)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tidal Wetlands - CGS Sections 22a-93(7)(E), 22a-92(a)(2), 22a-92(b)(2)(E), 22a-92(c)(1)(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* applicable to all proposed activities

Part V: Consistency with Applicable Statutory Coastal Resource Goals and Policies

Explain how the proposed activity is consistent with the applicable statutory coastal resource goals and policies identified in Part IV and describe any mitigation necessary to offset adverse impacts.

Stormwater will be directed into a new stormwater pond and reused in the process to the extent possible. Any excess stormwater will be directed to the existing site stormwater system (i.e., large infiltration basin to the north). Contact water from the ASP process will be contained and collected in a sump. Contact water will be pumped from the sump to a small above-ground tank and recycled back into the process. The site is elevated about 40 feet above the coastal area and the Thames River.

Part VI: Identification of Potential Adverse Impacts

Identify the adverse impact categories that apply to the proposed activity. Check the applicable box if the proposed activity has the potential to generate any adverse impacts defined in the Coastal Management Act and referred to in the following table. If the category is applicable to the proposed activity, you may describe in Part VII project design features which may eliminate or minimize the potential for identified adverse impacts.

Potential Resource Impacts	Applicable	Not Applicable
Characteristics & Functions of Resources - CGS Section 22a-93(15)(H)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coastal Flooding - CGS Section 22a-93(15)(E)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coastal Waters Circulation Patterns - CGS Section 22a-93(15)(B)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drainage Patterns - CGS Section 22a-93(15)(D)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Patterns of Shoreline Erosion and Accretion - CGS Section 22a-93(15)(C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Visual Quality - CGS Section 22a-93(15)(F)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Quality - CGS Section 22a-93(15)(A)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wildlife, Finfish, Shellfish Habitat - CGS Section 22a-93(15)(G)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potential Impacts on Water Dependent Uses	Applicable	Not Applicable
Locating a non-water-dependent use on a site suited to or planned for a water-dependent use - CGS Section 22a-93(17)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacing an existing water-dependent use with a non-water-dependent use - CGS Section 22a-93(17)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Siting a non-water-dependent use which reduces or eliminates public access to marine or tidal waters - CGS Section 22a-93(17)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part VII: Consistency with Statutory Adverse Impact Policies

Explain how all potential adverse impacts identified, as applicable, in Part VI have been avoided, eliminated or minimized.

NA

Part VIII: Remaining Adverse Impacts

Identify any adverse impacts which remain after incorporating all measures to eliminate or minimize such adverse impacts, and explain why no feasible and prudent alternatives exist that would further avoid or reduce such impacts.

NA

If this completed form is required as part of another DEEP license application, submit this completed form as instructed on the relevant application.

If this completed form is **not** required as part of another DEEP license application, submit this completed form to:

COASTAL PLANNING
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127



March 28, 2024

Dave Aldridge
Southeastern Connecticut Regional Resource Recovery Authority
7 Hurlbutt Rd
Gales Ferry, CT 06335
Daldridge@scrrra.org

NDDB DETERMINATION NUMBER: 202206742 renewal

Project: Construct/operate a commercial food waste composting facility, SCRRRA, 132 Military Hwy (Rte 12), Preston, CT

Expiration: June 30, 2025

I have reviewed Natural Diversity Data Base (NDDB) maps and files regarding this project. According to our records, there are State-listed species (RCSA Sec. 26-306) documented nearby the proposed project areas.

Big sand tiger beetle (*Cicindela formosa generosa*)- State Special Concern

The pine barrens tiger beetle occupies sand plain habitat with open patches of xeric (dry), loose shifting sands, without water that are sparsely vegetated, such as pine barrens.

This area has the unique potential to be restored and managed to support **Critical Sandplain Habitat**.

Sand plains are one of New England's rarest ecosystems. These are areas of dry, sandy soil left by glacial outwash, sand plains support sparse vegetation and bare ground. At first glance, a sand plain looks like a scruffy wasteland. Sand plains have been subjected to mining, development, and fragmentation, resulting in a loss of up to 95% of this habitat type. But these unusual environments are home to many rare plants and insects. Sand plains are important because they can support complex insect-dominated communities that have been overlooked in many conservation efforts. Experts have suggested that the continued development on sand plains in the region could mean the loss of potentially more than 150 species of sand barren specialists from Connecticut.

We recommend you identify, restore, and protect suitable habitat for this state species in your project area. You can benefit this species by seeking help from an invertebrate biologist or plant ecologist to create a management plan to enhance habitat where opportunities exist. Keep the following recommendations in mind as you manage your habitat:

- Minimize ground impact to sensitive habitat, and do not import other types of permanent fill.
- If sensitive habitats are disturbed, it is best to allow them to revegetate naturally or propagate only locally collected seed. Avoid commercially available seed mixes. They include plant species which are not considered native to Connecticut. Even mixes marketed as 'New England' or 'Northeast' mixes include high percentages of species not native to the Connecticut or the region. Additionally, commercially available seed mixes include plants that are listed as invasive in CT or which include non-local genotypes.
- Minimize the use of pesticides and herbicides in general and consider alternatives. Take precautions that species are not impacted by chemical use including using spot treatment techniques.

Please contact NDDB and Wildlife Diversity Biologist, Laura Saucier (laura.saucier@ct.gov) if you would like to consult with us more to coordinate on sandplain restoration efforts.

Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Bureau of Natural Resources and cooperating units of DEEP, independent conservation groups, and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the NDDB should not be substituted for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated in the NDDB as it becomes available.

Please contact me if you have any questions (shannon.kearney@ct.gov). Thank you for consulting with the Natural Diversity Data Base and continuing to work with us to protect State-listed species.

Sincerely,

/s/ Shannon B. Kearney
Wildlife Biologist

Solid Waste Facilities

Attachment H: Background Information - Applicant/Owner/Operator

Please complete this form in accordance with the *Instructions for Completing a Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-SW-INST-100). This form must be submitted with the *Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-SW-APP-100). Print legibly or type.

This form must be completed by the applicant, owner and operator. If the applicant, owner and operator are 3 different entities, this form must be completed by each entity, in accordance with section 22a-209-4(b)(1) of the Regulations of Connecticut State Agencies (RCSA). Attach additional sheets if needed.

Applicant Name: **Southeastern Connecticut Regional Resources Recovery Authority**
(As indicated on the *Permit Application Transmittal Form*)

Part I: General

1. Information presented in this attachment applies to (check one): <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Operator
2. Identify the solid waste facility type: Volume Reduction Plant
3. Is a surety specifically required by statute or regulation for the proposed project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you prepared to post a bond or other surety related to any permits, certificates or approvals granted to you through this application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Part II: Proprietorship/Individual/Municipality

Fill out this section if the applicant/owner/operator is a proprietorship, individual or municipality.

1. Name: Southeastern Connecticut Regional Resources Recovery Authority Mailing Address: 7 Hurlbutt Road City/Town: Gales Ferry State: CT Zip Code: 06335 Business Phone: 860-381-5558 ext. Fax:
2. Have you owned, operated or otherwise been associated with any other solid waste facilities? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the name of the facility and your position and responsibilities: Facility Name: HHW Collection Events Position: Coordinator Responsibilities: 9 annual events in member towns Facility Name: Preston WTE Position: Original municipal partner Responsibilities: Original waste supply

Part III: Partnerships

Fill out this section if the applicant/owner/operator is a partnership.

Check here if additional sheets are necessary, and label and attach them to this sheet.

1. Indicate whether this is a general or limited partnership:			
2. Provide the following information for each partner. For limited partnerships, please identify the general partner:			
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Contact Person:	Phone Number:		
Proportion of Ownership Interest (%):			
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Contact Person:	Phone Number:		
Proportion of Ownership Interest (%):			
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Contact Person:	Phone Number:		
Proportion of Ownership Interest (%):			
3. Have any of the partners involved in this project owned, operated or otherwise been associated with any other solid waste facility? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, provide the following information:			
Partner Name:			
Name of Other Facility:			
Position in Other Facility:			
Responsibilities:			
Partner Name:			
Name of Other Facility:			
Position in Other Facility:			
Responsibilities:			

Part IV: Corporations

Fill out this section if the applicant/owner/operator is a corporation.

Check here if additional sheets are necessary, and label and attach them to this sheet.

1. Corporation Name:			
2. List all parent and subsidiary corporations:			
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Contact Person:	Phone Number:		
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Contact Person:	Phone Number:		
3. List all corporate officers:			
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
4. List all directors:			
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	
Name:			
Mailing Address:			
City/Town:	State:	Zip Code:	
Business Phone:	ext.	Fax:	

Part IV: Corporations (continued)

5. List all stockholders holding more than 20% of the corporate stock issued:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

6. Have any of the parties involved in this project owned, operated or otherwise been associated with any other solid waste facility? Yes No

If yes, provide the following information:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Part V: Limited Liability Company

Fill out this section if the applicant/owner/operator is a limited liability company.

Check here if additional sheets are necessary, and label and attach them to this sheet.

1. List each member.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

2. List any manager(s) who, through the articles of organization, are vested the management of the business, property and affairs of the limited liability company.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

Part V: Limited Liability Company (continued)

2. (continued) List any manager(s) who, through the articles of organization, are vested the management of the business, property and affairs of the limited liability company.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Phone Number:

Proportion of Ownership Interest (%):

3. Have any of the parties involved in this project owned, operated or otherwise been associated with any other solid waste facility? Yes No

If yes, provide the following information:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Part VI: Voluntary Association

Fill out this section if the applicant/owner/operator is a voluntary association.

1. Identify each member of the association.

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

2. Have any of the parties involved in this project been associated with any other solid waste facility?

Yes No

If yes, provide the following information:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Name:

Name of Other Facility:

Position in Other Facility:

Responsibilities:

Solid Waste Facilities

Attachment I: Statement of Consistency with the Solid Waste Management Plan

Please complete the form in accordance with the *Instructions for Completing the Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-SW-INST-100). This form must be submitted with the *Permit Application for Construction and Operation of a Solid Waste Facility* (DEP-SW-APP-100). If additional space is required, please attach supplementary pages. Print legibly or type.

The Department of Environmental Protection (DEP) reserves the right to request any other information it deems pertinent.

Applicant Name: **Southeastern Connecticut Regional Resources Recovery Authority**
(As indicated on the *Permit Application Transmittal Form*)

Identify the solid waste facility type: **Volume Reduction Plant**

Part I: Source of Waste

Identify the source(s) (the specific town(s) to be served) of the waste to be transferred/ processed/disposed of and whether the waste is residential, commercial, etc. Include estimated volumes and/or tonnages from each municipality/customer.

Source (Municipality/Customer)	Waste (Residential, Commercial, etc.)	Volume/Tonnage
SCRRRA member towns	residential,commercial	up to 55 tons per day

Part II: Waste Types

Describe each waste type and the quantity that will be handled at the facility. Describe how each waste type will be handled on-site (e.g., compaction, mechanically processed, hand separated, composted, incinerated, etc.).

Waste Type	Quantity	Process(es)
SSO	up to 5,500 tons per year	compost
Ground Wood	up to 8,500 tons per year	compost

Part III: Waste Management

Identify each type of waste, how it is currently managed, and identify its long-term management plan (e.g., reused, recycled, composted, energy recovery, landfilled). If during processing a residue is generated, identify its quantity and/or percentage (e.g., tonnage or volume of residue generated and/or percentage of total waste incoming).

Waste Type	Current Management	Long-Term Management	Residue Quantity/Percentage
SSO	WTE	composted	2
Ground wood	recycled	composted	1

Part IV: Waste Disposal

List each waste, residue and/or recyclable material and identify the final disposal facility/facilities or market(s) (e.g., list the specific facilities currently used or expected to be used in the future). Verify that the Connecticut facilities are currently permitted by DEP and the out-of state facilities are permitted by their state environmental regulatory agency and identify the permit type.

Wastes/Residues/Recyclables	Final Disposal Facility	Facility Permit Type
Pre-process waste	Lisbon WTE	CT DEEP
Post-process residue	Lisbon WTE	CT DEEP

Part V: Contract/Agreements with Disposal Sites and/or Markets

Identify the duration (e.g., spot market, 4 months, 5 years, etc.) of the contract/agreement between the proposed facility and the facilities or markets to which the waste will be finally transported. (Include signed copies of contracts or letters of agreement from the potential disposal sites and/or markets and attach them to this sheet.) Demonstrate that these facilities have available long-term capacity to accept each waste, residue or recyclable from this proposed facility.

Facility Name: **Lisbon WTE**

Contract Duration: **Expires December 2030**

Long Term Capacity Demonstration for each waste/residue/recyclable:

de minimus amounts of pre-process waste and post-process residue

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Facility Name:

Contract Duration:

Long Term Capacity Demonstration for each waste/residue/recyclable:

Part VI: Other Solid Waste Facilities

Are there any similar solid waste facilities currently operating in the area(s) to be served by this proposed facility?

Yes No

If yes, provide their names and addresses below.

Facility Name:			
Address:			
City/Town:	State:	Zip Code:	
Facility Name:			
Address:			
City/Town:	State:	Zip Code:	
Facility Name:			
Address:			
City/Town:	State:	Zip Code:	

Part VII: Statement of Consistency

In accordance with section 22a-209-4(b) (1) RCSA, the application package must include a statement by the applicant which explains how the proposal relates to and is consistent with the Solid Waste Management Plan (SWMP). Include a comparison of the facility's proposed long term waste management plan to specific goals discussed in the SWMP. Check here if additional sheets are necessary, and label and attach them to this sheet.

The proposed facility is consistent with the state-wide SWMP. The facility will be the first and only large-scale aerobic food waste composting facility in southeastern Connecticut, fulfilling an infrastructure need in a historically underserved region. With this facility, SCRRRA will provide the infrastructure to create a sustainable, environmentally friendly system for diverting organics from the waste stream, to be turned into a high-quality soil amendment for farmers and gardeners. Creation of this facility will not only save money for the SCRRRA member towns, in the face of rising waste management costs, but will also greatly benefit the environment in many ways, including reducing greenhouse gas emissions produced by trucks and sequestering carbon in the natural composting process.

The overarching goal of this facility is to provide our region with the large-scale infrastructure necessary to divert organics from the waste stream and process them into nutrient rich compost for the local community. The SCRRRA facility will:

- **Establish compost infrastructure that will facilitate diversion of food waste from the waste stream,**
- **Establish large-scale capacity for organics recycling,**
- **Reduce greenhouse gas emissions created by incineration and trucking of ash out of the region and trucking of purchased soil amendments into the region,**
- **Sequester carbon in the natural process of composting,**
- **Provide a local source of soil amendment/fertilizer alternative, some of which will be provided free to environmental justice communities for their community gardens,**
- **Reduce the amount of waste being sent to incinerators and landfills,**
- **Educate our communities about organics recycling and compost; and**
- **Save our town's money by lowering waste disposal costs.**

Solid Waste Facilities

Attachment J: Business Information

All permit applications, or license transfer requests, *for a solid waste facility*, must complete this form and attach all of the listed required documentation.

Part I: General Information

1. Applicant Name: **Southeastern Connecticut Regional Res. Recovery Auth.**
2. Facility Name: **SCRRA Compost Facility**
3. Identify the solid waste facility type: **Volume Reduction Plant**
4. Is a surety specifically required by statute or regulation for the proposed project? Yes No
5. Are you prepared to post a bond or other surety related to any permits, certificates or approvals granted to you through this application? Yes No

Part II: Required Documentation

Check each box by each of the listed requirements as verification that all documentation has been submitted. Label each attachment as listed below and include the applicant's name on each document.

Financial Stability Information:

- Attachment 1: A detailed statement from a Certified Public Accountant which demonstrates the financial capacity of the applicant to develop and operate the project in a manner consistent with Connecticut environmental laws and standards.
- Attachment 2: With respect to the costs of financing, design, construction and start-up of the proposed facility, provide the following information.

Note: for license transfer requests, if the facility is fully constructed, and already operating, provide the date operations began and skip to Attachment 3. Date Operations Began

Estimated cost and identification of the source of funds for each facility;

Identification and discussion of the proposed method of financing costs which will not be paid from the applicant's own resources;

For costs to be paid from the applicant's own resources, demonstration that such resources are available (which may include third party assurances);

Has the applicant, or its affiliates, ever implemented a project of comparable magnitude? If so, explain.

If the proposed facility involves one million dollars or more in total capital cost, include a statement from an independent third party, certifying as to the reasonableness of such information.

Part II: Required Documentation continued on next page

Part II: Required Documentation, continued

Financial Stability Information, continued:

- Attachment 3: With respect to the on-going operation of the facility, provide the following information:

An estimate of the cost of operating and maintaining the facility, and a discussion of the source of revenues to pay such costs;

A discussion of the financial capacity of the applicant to properly operate the facility, and the proposed method of addressing potential, unexpected costs associated with environmental compliance, breakdowns, malfunctions and related events;

If other parties will be responsible for the operation of the facility, demonstrate the ability of such parties to meet the financial capacity to do so.

Land Ownership Documents:

- Attachment 4: In accordance with section 22a-209-4(b)(1) RCSA, signed copies of any lease, deed or other agreements regarding the ownership, control, or use of the facility by the applicant. Such documents include but are not limited to land deeds (e.g., warranty deed; certified deed; lease agreement; etc.).

Agreements Between Parties and Service Agreements and Contracts:

- Attachment 5: Copies of all contracts and agreements (e.g., bridge agreements; agreements between the applicant and owner, operator, municipality(s), regional authority, markets, disposal facility(s), other processing facilities, etc.)

(Note: All contracts required by section 22a-213 CGS and section 22a-209-5 RCSA involving a municipality *must be approved by DEP.*)

Organization Chart:

- Attachment 6: An organization chart, which illustrates the relationship between all parties involved in the ownership and management of the facility.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY**

A Component Unit of the State of Connecticut

Annual Comprehensive Financial Report
Fiscal Year Ended June 30, 2023

Submitted by:

David W. Aldridge
Executive Director

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY**

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
Fiscal Year Ended June 30, 2023**

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Board of Directors
**Southeastern Connecticut Regional
Resources Recovery Authority**
7 Hurlbutt Road
Gales Ferry, Connecticut 06335

We are pleased to present the Southeastern Connecticut Regional Resources Recovery Authority's ("the Authority") Annual Comprehensive Financial Report prepared for the fiscal year ended June 30, 2023.

The accuracy, completeness and fairness of this report are the responsibility of the Authority's management. We believe this report, as presented, is accurate in all material respects and that it presents fairly the financial position of the Authority and the results of its operations. All disclosures necessary to enable the reader to gain an understanding of the Authority's financial affairs have been included.

The report is presented in three sections:

- The Introductory Section contains this transmittal letter, which provides a description of Authority operations, pertinent financial information and an outline of major initiatives accomplished in fiscal year 2023 and compared to fiscal year 2022. The Introductory Section also contains a list of Authority Board members and officials and an organizational chart.
- The Financial Section contains the independent auditors' report, management's discussion and analysis ("MD&A"), the financial statements and related notes, and required supplementary information.
- The Statistical Section contains unaudited data on selected financial and operating data on a multi-year basis.

THE REPORTING ENTITY

The Southeastern Connecticut Regional Resources Recovery Authority ("SCRRA") is comprised of twelve member municipalities in Southeastern Connecticut and was created in 1984 by joint resolution of those municipalities. The Authority is responsible for implementing solid waste recovery systems, recycling, and disposal services. Revenues generated by Authority operations, primarily disposal fees and investments, provide for the support of the Authority and

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www.scrarra.org

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its operations on a self-sustaining basis. In 1987 the Authority entered into a Bridge and Management Agreement with the Connecticut Resources Recovery Authority (“CRRA”); (CRRA and SCRRRA were here and after to be sometimes referred to as the Parties) to construct and operate a waste to energy (“WTE”) facility in Preston Connecticut. In carrying out this mission the Parties utilized private industry to construct, maintain and operate the WTE facility. The WTE facility construction was financed by bonds facilitated by CRRA and secured by service agreements with the member municipalities and supported by revenues from the sale of electricity generated by the facility. In addition, the bonds were secured by a special capital reserve fund (backed by the State of Connecticut). The bonds used to finance construction of the WTE facility were paid in full on November 15, 2015. CRRA owned the facility until February 17, 2017, when the title was transferred to the operator, Covanta Holding Corporation. The forementioned Bridge and Management agreement between CRRA and SCRRRA was terminated effective July 12, 2017. Title to the land remains with SCRRRA who receives lease payments from Covanta. The Authority has contracts with the Member Municipalities that direct all solid waste generated within their boundaries to SCRRRA authorized facilities. These contracts have expiration dates of December 31, 2030.

The Authority owned the Preston WTE facility through February 17, 2017 and continues to manage the closed ash landfill in Montville, Connecticut. SCRRRA provides single stream recycling with a private vendor for its member towns. The Authority provides additional waste management services to the towns of the southeastern portion of the state including household hazardous waste collections, recycling contracts for commodities processed through town transfer stations, and ongoing recycling education. The Authority owns and operates a large wood grinder providing wood reduction and removal services to both member and non-member towns also in the southeastern part of the state.

SOLID WASTE MANAGEMENT SYSTEM

The Authority provides solid waste disposal services to twelve Connecticut municipalities in the southeastern portion of the state through service contract arrangements. The primary vendors for waste processing services are a mass burn WTE facility in Lisbon for disposal and a Materials Recovery Facility (MRF) in Willimantic CT which processes consumer recyclables.

On January 1, 2021, SCRRRA entered into a ten-year waste disposal agreement with Wheelabrator Technologies (now known as WIN Waste Innovations), the operator of the Lisbon, Connecticut WTE facility with an expiration date of December 31, 2030.

On October 1, 2019, SCRRRA entered into a 5 year recycled materials processing agreement with Willimantic Wastepaper Co. for processing consumer recyclable products from its 12 member municipalities with an expiration date of September 30, 2024.

OTHER OPERATIONS

The Authority provides recycling services to the 12 member municipality transfer stations for the following commodities that are collected there: used motor oil and antifreeze, freon, fluorescent bulbs, batteries, and tires. The Authority also coordinates several state-mandated programs for

the recycling of paint, mattresses, and consumer electronics. The Authority also owns and operates a horizontal wood grinder which is used to chip wood and brush collected at the transfer stations into a more manageable and useful mulch.

In addition to the transfer station support, the Authority provides 9 household hazardous waste collection events at no cost to residents. These events also offer free paper shredding.

The Authority is also responsible for the environmental monitoring of a closed ash landfill located in Montville, CT.

ECONOMIC CONDITION AND OUTLOOK

The Authority posted a decrease in the change in net position of \$1,741,478 in fiscal year 2023 compared to a decrease in the change in net position of \$11,425,127 in fiscal year 2022.

In general, the Authority's service fees have been significantly reduced and stabilized since fiscal year 1995, enabling the Authority to deliver below market service fees to its members (see Exhibit 1 in the Statistical Section).

FINANCIAL INFORMATION

Service charges are established by the Board of Directors of the Southeastern Connecticut Regional Resources Recovery Authority.

The Authority uses the accrual basis of accounting, where revenues are recognized when earned and expenses are recognized when incurred. Additional information regarding significant accounting policies can be found in the "Notes to the Financial Statements" in the Financial Section of this report.

Management of the Authority is responsible for establishing and maintaining internal controls designed to ensure that the assets of the Authority are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America. The internal controls are designed to provide reasonable, but not absolute, assurance that these goals are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Financial Results

The 2023 fiscal year financial operations showed an operating loss of \$3,408,890 compared to an operating loss of \$4,901,571 in 2022. The decrease in the change in net position for fiscal year 2023 of \$1,741,478 represents an increase of 85% or \$9,683,649 from fiscal year 2022. Please refer to Summary of Operations and Change in Net Assets in the MD&A in the Financial Section of this report for additional discussion and analysis.

Total operating revenues for fiscal year 2023 were \$8,339,247, an increase of 5% or \$370,172 as compared to fiscal year 2022.

Total operating expenses for fiscal year 2023 were \$11,748,137, a decrease of 9% or \$1,122,509 as compared to fiscal year 2022. In prior years under the original Bridge Agreement, operating expenses were offset by proceeds earned from energy generation. Under the terms of the new service agreement with the operator of the WTE facility, energy generation revenue is retained by the facility operator. Please refer to the Summary of Expenses in the MD&A in the Financial Section of this report for additional discussion and analysis on the Authority's expenses.

Cash Management

During the year, cash was invested on a short-term basis. The Authority's investments are managed by Fiducient Advisors LLC. The primary short-term investment vehicles are mutual funds held by Schwab which had balances of \$42,590,628 as of June 30, 2023 and \$43,885,719 as of June 30, 2022. The annualized average yield for the Schwab mutual funds was 4.29% for the fiscal year 2023 and 2.95% for the fiscal year 2022. The Authority also invested in the Short-Term Investment Fund (STIF) operated by the Office of the Treasurer which had balances of \$2,408 as of June 30, 2023 and \$2,316 as of June 30, 2022. The annualized average yield for the STIF was 3.87% for fiscal year 2023 and .17% for fiscal year 2022. SCRRRA's investment policy does not include provisions for custodial credit risk, as SCRRRA does not invest in securities that are held by counterparties.

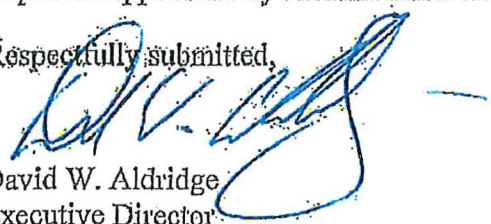
Risk Management

The Authority purchased commercial insurance for its direct ownership property and liability needs. The facility operator is obligated under the service agreement to provide property and liability insurance for the plant and its operations. The Authority has secured insurance coverage for a variety of environmental exposures related to the operation and control of the landfill. The Authority engages in an on-going evaluation of its risk exposures to prevent losses where possible and minimize the financial impact of those risks that must be undertaken.

Independent Audit

The Authority contracts an annual audit by an independent certified public accountant. The accounting firm of Simone, Macca & Larrow LLP was selected in November 2022 to perform the audit for the year ended June 30, 2023. The auditors' report on the financial statements and required supplementary information is included in the Financial Section of this report.

Respectfully submitted,


David W. Aldridge
Executive Director

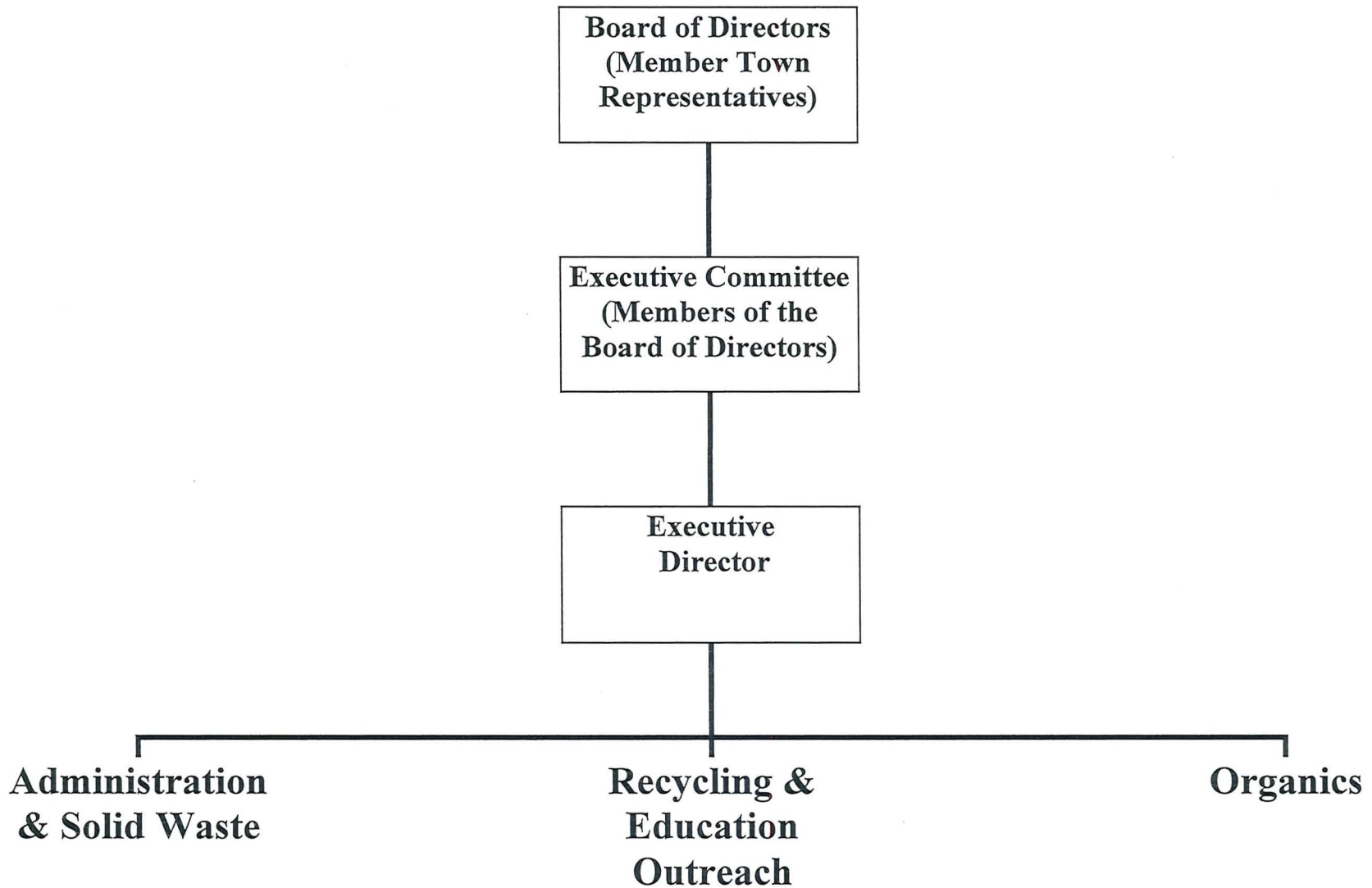
**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
REPRESENTATIVES AND ALTERNATES
AS OF JUNE 30, 2023**

<u>Town</u>	<u>Representative</u>	<u>Alternate</u>
East Lyme	Joseph Bragaw	Kevin Seery
Griswold	Todd Babbitt	VACANCY
Groton	Stacey Ohlmann Leitch	VACANCY
Ledyard	Joe Lozier	Steve Masalin
Montville	Mayor Ronald K. McDaniel	John Carlson
New London	Brian Sear	David DeNoia
North Stonington	Bob Carlson	Donald Hill
Norwich	Patrick McLaughlin	Brian Long
Preston	Sandra Allyn-Gauthier	Jim Corley
Sprague	Cheryl Blanchard	Paul Copenhagen
Stonington	Jill Senior	VACANCY
Waterford	Gary Schneider	Daniel Matheson

Officers

President:	Joseph Bragaw
First Vice President:	Todd Babbitt
Second Vice President:	Stacy Leitch
Treasurer:	Patrick McLaughlin
Secretary:	Gary Schneider

Southeastern Connecticut Regional Resources Recovery Authority Organization Chart



Financial Section

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY**

Financial Statements

June 30, 2023

Simione Macca & Larrow^{LLP}



CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

"On Balance, We Offer You More."

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
**Southeastern Connecticut Regional
Resources Recovery Authority**
Gales Ferry, Connecticut

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of each major fund of the Southeastern Connecticut Regional Resources Recovery Authority ("SCRRRA"), a component unit of the State of Connecticut, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise SCRRRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund of the Southeastern Connecticut Regional Resources Recovery Authority as of June 30, 2023, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SCRRRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SCRARRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the SCRARRA's internal control. Accordingly, no such opinion is expressed.

To the Board of Directors
**Southeastern Connecticut Regional
Resources Recovery Authority**

Page 3

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions, or events, considered in the aggregate, that raise substantial doubt about SCRRRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5-9 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

To the Board of Directors
**Southeastern Connecticut Regional
Resources Recovery Authority**
Page 4

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2024, on our consideration of SCRRRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of SCRRRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SCRRRA's internal control over financial reporting and compliance.

Simione Macca & Larrow LLP

Wethersfield, Connecticut
February 28, 2024

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS**

The Southeastern Connecticut Regional Resources Recovery Authority ("SCRARRA") is made up of twelve towns and was created in 1984 by a joint resolution of those municipalities. SCRARRA is responsible for implementing solid waste disposal, recycling, and resources recovery systems, facilities, and services. In 1987, SCRARRA entered into a Bridge and Management Agreement with Connecticut Resources Recovery Authority ("CRRRA"); (CRRRA and SCRARRA here and after sometimes referred to as the "Parties") to construct and operate a waste to energy ("WTE") facility in Preston, Connecticut. Revenues generated by SCRARRA's operations, primarily solid waste disposal fees and energy revenues, historically provided for the support of SCRARRA and its operations on a self-sustaining basis. In carrying out this mission the Parties utilized private industry to construct and operate a solid waste disposal and resources recovery facility. SCRARRA contracts with its member municipalities to provide waste management services and charges fees for their services. The member towns have agreed to deliver all their solid waste to SCRARRA facilities.

CRRRA owned the Preston WTE facility through February 17, 2017, when the title to the facility was transferred to the private vendor operating the WTE facility pursuant to the terms of the contract. Title to the land under the WTE facility was retained by SCRARRA. SCRARRA's post-bond revenue is now dependent on a combination of service fee charges for solid waste disposal and income derived from investments from past energy sales revenues. In January of 2020 SCRARRA entered into a new ten-year contract for waste disposal with Wheelabrator Technologies (subsequently named WIN Innovations), a WTE operator with a location in Lisbon, Connecticut. SCRARRA also owns an inactive ash landfill in Montville, Connecticut. SCRARRA provides additional waste management services to its member municipalities including household hazardous waste collections, transfer station recycling services and ongoing recycling education, all at no cost to the municipalities. SCRARRA owns and operates a horizontal wood grinder providing wood reduction and removal services to both member and non-member towns in the southeastern part of the state.

During the year ended June 30, 2019, SCRARRA entered into a five-year agreement with Willimantic Waste that will provide curbside mixed recycling for member towns at no cost.

The following Management's Discussion and Analysis ("MD&A") of SCRARRA's activities and financial performance introduce the audited financial statements for the fiscal year ended June 30, 2023 as compared to June 30, 2022. Following the MD&A are the basic financial statements of SCRARRA together with the notes thereto, which are essential to a full understanding of the data contained in the financial statements.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS**

FINANCIAL POSITION SUMMARY

- Total fund net positions of SCRARRA were \$43,777,520 as of June 30, 2023, as compared to \$45,518,998 as of June 30, 2022 and are summarized as follows:

	(In Thousands)	
	2023	2022
ASSETS:		
Current unrestricted assets	\$ 43,032	\$ 44,684
Capital assets:		
Depreciable, net	763	957
Nondepreciable	1,688	1,688
Lease receivable	966	1,033
Restricted non-current investments	1,767	1,886
	\$ 48,216	\$ 50,248
LIABILITIES:		
Current liabilities	\$ 1,773	\$ 1,869
Long-term liabilities	2,666	2,860
	Total Liabilities	4,729
NET POSITION:		
Invested in capital assets, net of related debt	2,451	2,645
Restricted for landfill post-closure reserve	1,767	1,886
Unrestricted, board designated	39,559	40,988
	Total Net Position	43,777
	\$ 48,216	\$ 50,248

- SCRARRA was required by State and Federal laws and regulations to maintain a reserve fund to finance closure and post-closure care. SCRARRA had a reserve of \$1,767,398 that is restricted for landfill post-closure care at June 30, 2023.
- The remainder of SCRARRA's net position is considered unrestricted and may be used to meet SCRARRA's ongoing obligations to members and creditors.

FINANCIAL HIGHLIGHTS

The following is an overview of significant changes within the Statement of Net Position during the past fiscal year:

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS**

FINANCIAL HIGHLIGHTS (Continued)

Assets

Current unrestricted assets decreased by \$1,653,281 over 2022, mainly due to the decrease in investments and prepaid expenses and other assets.

Liabilities

Current liabilities decreased by \$96,115 primarily due to a decrease in accounts payables.

SUMMARY OF OPERATIONS AND CHANGES IN FUND NET POSITION

Net position may serve over time as a useful indicator of SCRRRA's financial position. In 2023, the change in net position was a loss of \$1,741,478 as a result of an operating loss of \$3,408,890, an unrealized loss on investments of \$350,304, investment income and dividends of \$1,898,964, and the change in post-closure care costs of \$118,752. In 2022, the change in net position was a loss of \$11,425,127 as a result of an operating loss of \$4,901,571, a net unrealized loss in investments of \$8,222,803, investment income and dividends of \$1,581,359 and the change in post-closure care costs of \$117,888.

Operating revenues in the amount of \$8,339,247 increased by \$370,172 or 5% as compared with fiscal year 2022. Operating expenses in the amount of \$11,748,137 decreased by \$1,122,509 or 9% as compared to fiscal year 2022. Nonoperating income was \$1,667,412 in fiscal year 2023 compared to a nonoperating loss of \$6,523,556 in fiscal year 2022. This change in nonoperating income resulted from the decrease in unrealized loss on investments compared with that sustained in fiscal 2022.

Changes in Fund Net Position

Changes in net position for the years ended June 30, 2023 and 2022 are as follows:

	(In Thousands)	
	2023	2022
Operating revenues	\$ 8,339	\$ 7,969
Operating expenses	11,555	12,673
Deficiency before depreciation and other nonoperating expense	(3,216)	(4,704)
Depreciation	193	198
Loss before other nonoperating revenues	(3,409)	(4,902)
Other nonoperating revenues	1,667	(6,523)
Change in net position	(1,742)	(11,425)
Total net position, beginning of year	45,519	56,944
Total net position, end of year	\$ 43,777	\$ 45,519

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
MANAGEMENT’S DISCUSSION AND ANALYSIS**

CAPITAL ASSET ADMINISTRATION

Capital Assets

SCRARRA’s investment in capital assets as of June 30, 2023 totaled \$2,451,214. This investment includes land, leasehold improvements, facilities, furniture, and equipment. This amount represents a decrease of \$193,454 which resulted from current year depreciation of capital assets.

	(In Thousands)	
	2023	2022
Depreciable assets:		
Leasehold improvements	\$ 181	\$ 181
Facilities and equipment	1,616	1,616
Vehicles	175	175
	1,972	1,972
Accumulated depreciation	1,209	1,015
Total depreciable assets, net	763	957
Nondepreciable assets:		
Land	1,688	1,688
Total capital assets	\$ 2,451	\$ 2,645

Additional information on SCRARRA’s capital assets can be found in Note 10 on page 21 of this report.

BUDGETING PROCESS

Annual appropriated operating budgets are adopted for the Authority by the Board of Directors. The Executive Director submits a detailed operating budget to the Executive Committee of the SCRARRA Board. Upon their recommendation, the Executive Director moves the draft budget to the full Board for approval and establishment of the service fee for the fiscal year.

Once approved, the Executive Director prepares a review and proposed adjustments to the Reserve Fund Accounts and presents them to the Executive Committee. Upon their recommendation, the Executive Director then moves the Reserve Fund package to the full Board. Upon approval the Executive Committee is free to authorize transfers of reserve funds as is required by the approved budget.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS**

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of SCRRRA's finances for all those with an interest in SCRRRA's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director, 7 Hurlbutt Road, Gales Ferry, Connecticut 06335.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
STATEMENT OF NET POSITION
June 30, 2023**

	Operating Fund	Solid Waste Fund	Recycling Fund	Organics Fund	Total
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	\$ 1,213,397	\$ -	\$ -	\$ -	\$ 1,213,397
Investments	6,973,120	27,555,441	3,447,145	2,849,932	40,825,638
Accounts and other receivables	-	732,731	52,117	-	784,848
Current portion of lease receivable	-	73,825	-	-	73,825
Prepaid expenses and other assets	115,313	18,402	-	-	133,715
Total Current Assets	<u>8,301,830</u>	<u>28,380,399</u>	<u>3,499,262</u>	<u>2,849,932</u>	<u>43,031,423</u>
NON-CURRENT ASSETS					
Capital assets:					
Depreciable, net	30,942	-	-	731,863	762,805
Nondepreciable	-	1,688,409	-	-	1,688,409
Lease receivable	-	966,254	-	-	966,254
Landfill post-closure reserve	-	1,767,398	-	-	1,767,398
Total Non-Current Assets	<u>30,942</u>	<u>4,422,061</u>	<u>-</u>	<u>731,863</u>	<u>5,184,866</u>
TOTAL ASSETS	<u>\$ 8,332,772</u>	<u>\$ 32,802,460</u>	<u>\$ 3,499,262</u>	<u>\$ 3,581,795</u>	<u>\$ 48,216,289</u>
LIABILITIES					
CURRENT LIABILITIES					
Accounts payable and other payables	\$ 1,507,867	\$ -	\$ -	\$ -	\$ 1,507,867
Accrued benefits	111,821	-	16,078	17,543	145,442
Current portion of post-closure care costs	-	119,295	-	-	119,295
Total Current Liabilities	<u>1,619,688</u>	<u>119,295</u>	<u>16,078</u>	<u>17,543</u>	<u>1,772,604</u>
LONG-TERM LIABILITIES					
Post-closure care costs	-	1,648,103	-	-	1,648,103
Total Long-Term Liabilities	<u>-</u>	<u>1,648,103</u>	<u>-</u>	<u>-</u>	<u>1,648,103</u>
DEFERRED INFLOWS OF RESOURCES					
	-	1,018,062	-	-	1,018,062
Total Liabilities and Deferred Inflows of Resources	<u>1,619,688</u>	<u>2,785,460</u>	<u>16,078</u>	<u>17,543</u>	<u>4,438,769</u>
NET POSITION					
Invested in capital assets	30,942	1,688,409	-	731,863	2,451,214
Restricted for landfill post-closure reserve	-	1,767,398	-	-	1,767,398
Unrestricted, board designated	6,682,142	26,561,193	3,483,184	2,832,389	39,558,908
Total Net Position	<u>6,713,084</u>	<u>30,017,000</u>	<u>3,483,184</u>	<u>3,564,252</u>	<u>43,777,520</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 8,332,772</u>	<u>\$ 32,802,460</u>	<u>\$ 3,499,262</u>	<u>\$ 3,581,795</u>	<u>\$ 48,216,289</u>

See notes to financial statements.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
Year Ended June 30, 2023**

	Operating Fund	Solid Waste Fund	Recycling Fund	Organics Fund	Total
OPERATING REVENUES					
Solid waste charges	\$ -	\$ 7,836,806	\$ -	\$ -	\$ 7,836,806
Recycling and other revenue	-	7,280	495,161	-	502,441
Total Operating Revenues	-	7,844,086	495,161	-	8,339,247
OPERATING EXPENSES					
Municipal solid waste and disposal costs	-	9,467,863	-	6,309	9,474,172
Salaries	360,171	-	87,628	107,351	555,150
Household hazardous waste collection	-	-	302,035	-	302,035
Professional fees and contract services	170,290	-	-	100,350	270,640
Transportation subsidy	-	250,000	-	-	250,000
Fringe benefits	132,200	-	31,666	36,429	200,295
Depreciation	10,026	-	-	183,428	193,454
Landfill expenditures	123,753	-	-	-	123,753
Fuel	-	-	-	73,613	73,613
Insurance	55,164	-	-	13,906	69,070
Office supplies and expenses	59,890	-	517	4,015	64,422
Trash disposal	-	-	55,133	-	55,133
Repairs and maintenance	-	-	-	41,456	41,456
Publicity	-	-	36,766	-	36,766
Rent	21,000	-	-	-	21,000
Miscellaneous	15,082	-	2,096	-	17,178
Total Operating Expenses	947,576	9,717,863	515,841	566,857	11,748,137
Operating loss	(947,576)	(1,873,777)	(20,680)	(566,857)	(3,408,890)
NONOPERATING INCOME (EXPENSES)					
Unrealized loss on investments	(350,304)	-	-	-	(350,304)
Investment income and dividends	1,898,964	-	-	-	1,898,964
Change in post-closure care costs	-	118,752	-	-	118,752
Total Nonoperating Income (Expenses)	1,548,660	118,752	-	-	1,667,412
Transfers In/(Out)	(35,910,234)	29,244,509	3,431,944	3,233,781	-
Change in net position	(35,309,150)	27,489,484	3,411,264	2,666,924	(1,741,478)
TOTAL NET POSITION, beginning	42,022,234	2,527,516	71,920	897,328	45,518,998
TOTAL NET POSITION, ending	\$ 6,713,084	\$ 30,017,000	\$ 3,483,184	\$ 3,564,252	\$ 43,777,520

See notes to financial statements.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
STATEMENT OF CASH FLOWS
Year Ended June 30, 2023**

	Operating Fund	Solid Waste Fund	Recycling Fund	Organics Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash received from fees from customers for services	\$ -	\$ -	\$ 530,993	\$ -	\$ 530,993
Cash received from solid waste charges	-	7,924,883	-	-	7,924,883
Cash paid to employees for services	(467,996)	-	(119,484)	(144,235)	(731,715)
Cash paid to suppliers for goods and services	<u>34,494,674</u>	<u>(37,169,392)</u>	<u>(3,843,453)</u>	<u>(3,089,546)</u>	<u>(9,607,717)</u>
Net Cash Provided by (Used in) Operating Activities	<u>34,026,678</u>	<u>(29,244,509)</u>	<u>(3,431,944)</u>	<u>(3,233,781)</u>	<u>(1,883,556)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Investment return	<u>1,548,660</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,548,660</u>
Net Cash Provided by Investing Activities	<u>1,548,660</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,548,660</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES					
Cash inflow/(outflow)	<u>(35,910,234)</u>	<u>29,244,509</u>	<u>3,431,944</u>	<u>3,233,781</u>	<u>-</u>
Net Cash Provided by (Used in) Financing Activities	<u>(35,910,234)</u>	<u>29,244,509</u>	<u>3,431,944</u>	<u>3,233,781</u>	<u>-</u>
Net increase in cash and cash equivalents	(334,896)	-	-	-	(334,896)
Cash and cash equivalents, beginning of year	<u>1,548,293</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,548,293</u>
Cash and cash equivalents, end of year	<u>\$ 1,213,397</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,213,397</u>
Reconciliation of operating loss to net cash provided by (used in) operating activities:					
Operating loss	\$ (947,576)	\$ (1,873,777)	\$ (20,680)	\$ (566,857)	\$ (3,408,890)
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities:					
Depreciation	10,026	-	-	183,428	193,454
Changes in operating assets and liabilities:					
Decrease (increase) in investments	35,027,277	(27,554,227)	(3,446,906)	(2,849,897)	1,176,247
Decrease (increase) in accounts and other receivables	-	80,797	35,832	-	116,629
Increase in lease receivable	-	64,785	-	-	64,785
Decrease in prepaid expenses	32,964	(5,889)	-	-	27,075
Decrease in landfill post-closure reserve	-	118,752	-	-	118,752
Increase in accounts payable and other payables	(120,388)	-	-	-	(120,388)
Increase in accrued benefits	24,375	-	(190)	(455)	23,730
Increase in inflows	<u>-</u>	<u>(74,950)</u>	<u>-</u>	<u>-</u>	<u>(74,950)</u>
Net Cash Provided by (Used in) Operating Activities	<u>\$ 34,026,678</u>	<u>\$ (29,244,509)</u>	<u>\$ (3,431,944)</u>	<u>\$ (3,233,781)</u>	<u>\$ (1,883,556)</u>

See notes to financial statements.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of SCRARRA conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

Reporting Entity - The Southeastern Connecticut Regional Resources Recovery Authority ("SCRARRA") was organized for the purpose of developing and implementing a long-term solution to problems in regional resources recovery and the disposal of municipal solid waste in Southeastern Connecticut. The by-laws of SCRARRA were adopted on January 16, 1985. SCRARRA is made up of member municipalities who have elected to participate in SCRARRA.

SCRARRA entered into a Bridge and Management Agreement with the Connecticut Resources Recovery Authority ("CRRRA") as of December 1, 1987. There are currently twelve towns participating in the Agreement. Under the Bridge and Management Agreement, CRRRA was required to cause a resource recovery facility (the "Facility") to be constructed and operated for a twenty-five year period, and SCRARRA was required to provide the waste from the municipalities executing municipal service agreements to the Facility and to pay service fees to cover the costs of constructing and operating the Facility. In turn, the municipalities under the municipal service agreements were obligated to supply SCRARRA with waste and to reimburse SCRARRA for all service fee payments. On June 6, 2014, Governor Malloy signed Public Act 14-94, which established the Materials Innovation and Recycling Authority ("MIRA") as the successor authority to the CRRRA. On July 28, 2016, the MIRA board of directors passed a resolution to terminate the Bridge and Management agreement. On July 12, 2017, an indemnification agreement was entered into between SCRARRA and MIRA. SCRARRA has entered into municipal service contracts for the disposal of solid waste through December 31, 2030.

Measurement Focus and Basis of Accounting - SCRARRA maintains a proprietary fund which contains enterprise fund types. SCRARRA's operations and balances are accounted for using a separate set of self-balancing accounts that comprise its assets, liabilities, net position, revenues, and expenses.

Enterprise funds are established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs of providing goods or services on a continuing basis are financed or recovered primarily through user charges.

SCRARRA's financial statements are reported using an economic resource measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

SCRARRA distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with the disposal of solid waste. The principal operating revenues of SCRARRA are user fees from the member towns. Operating expenses include the cost of disposal of solid waste, salaries and fringe benefits, insurance, rent, utilities, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In accordance with Governmental Accounting Standards Board (“GASB”) Statement No. 20, SCRRRA applies all GASB pronouncements and all Financial Accounting Standards Board Statements, Interpretations, Accounting Principles Board Opinions and Accounting Research Bulletins issued on or before November 30, 1989, except those that conflict with GASB pronouncements.

SCRRRA’s major funds consist of the Operating, Solid Waste, Recycling, and Organics Funds as described below:

Operating Fund - The administrative functions of SCRRRA are accounted for in the Operating Fund. All unrestricted resources, except those required to be accounted for in another fund, are accounted for in this fund.

Solid Waste Fund (an Enterprise Fund) - The Authority provides services in connection with the disposal of solid waste for its participating towns. Operating revenues and expenses generally result from providing services in connection with the disposal of solid waste. The principal operating revenues of SCRRRA are user fees from the member towns.

Recycling Fund (an Enterprise Fund) - The Authority provides single stream recycling through a private vendor for its member towns. SCRRRA also provides electronics recycling, town transfer station support, and household hazardous waste collections at various times and locations throughout the region.

Organics Fund (an Enterprise Fund) - SCRRRA owns and operates a horizontal wood grinder. The wood grinder is used to chip brush at town transfer stations into more manageable and usable wood chips. SCRRRA also hauls chips at the request of member towns.

Cash Equivalents - For purposes of the Statement of Cash Flows, SCRRRA considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents at June 30, 2023.

Accounts Receivable - SCRRRA carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, SCRRRA evaluates its accounts receivable and establishes an allowance for doubtful accounts, when deemed necessary, based on its history of past write-offs and collections, and current credit conditions. Management considered all accounts receivable to be collectible and, therefore, there was no allowance for doubtful accounts as of June 30, 2023.

Investments - In February 2015, GASB issued Statement No. 72, *Fair Value Measurement and Application*. This statement addresses accounting and financial reporting issues related to fair value measurements. This statement provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments are stated at fair value. SCRRRA invests in the State Treasurer's Short-Term Investment Fund (STIF), which is an investment pool managed by the State Treasurer's Office. The fair value of SCRRRA's position in the pool is the same as the value of the pool shares. Beginning in fiscal 2016, the Authority also invested in mutual funds operated by Charles Schwab.

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the Statement of Financial Position. Investment income includes all interest, dividends, and net realized gains and losses. The cost of securities sold is based on the specific identification method.

Capital Assets - Capital assets include property, plant, vehicles, and equipment. Capital assets are defined by SCRRRA as assets with an initial individual cost of more than \$1,000, and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital Assets of the Authority are depreciated using the straight-line method over the following estimated useful lives:

Buildings, structures and improvements	10 years
Equipment	3-10 years

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Accrued benefits - A maximum of thirty earned vacation days may be accumulated by employees until termination of their employment, at which time they are paid for accumulated unused vacation time. Accrued benefits are accrued at current salary rates. Accumulated vacation and sick leave earned and not paid as of June 30, 2023 were valued at \$145,442, and classified as a component of current liabilities on the Statement of Net Position.

Interfund Transactions - Following is a description of the three basic types of interfund transactions and the related accounting policies:

Transactions to reimburse a fund for expenditures made by it for the benefit of another fund - these transactions are recorded as expenditures in the disbursing fund and as a reduction of expenditures in the receiving fund.

Transactions to shift revenues or contributions from the fund budgeted to receive them to the fund budgeted to expend them - these transactions are recorded as operating transfers in and out.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Transactions to record equity contributions between funds - the receiving fund records such transactions as an addition to net position. The disbursing fund records the transaction as a reduction of net position.

Net Position - Net position represents the difference between assets and liabilities. Invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation and reduced by the related note payable. Restricted net position is limited to outside third party restrictions and represents the net position that has been legally identified for the specific purpose of the landfill post-closure obligations. Unrestricted net position can be divided into designated and undesignated portions. Designated net position would be for SCRRRA's self-imposed limitations on the use of otherwise unrestricted net position. As of June 30, 2023 all of the unrestricted net position was undesignated.

Use of Estimates - The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

Budgetary Information - Annual appropriated operating budgets are adopted for the Authority by the Board of Directors. The Executive Director submits a detailed operating budget to the Executive Committee of the SCRRRA Board. Upon review and approval by the Executive Committee, the budget is published and presented to the SCRRRA Board for acceptance and approval.

NOTE 2 - CASH DEPOSITS AND INVESTMENTS

Governmental Accounting Standards Board Statement No. 3 requires governmental organizations to categorize their cash deposits and investments into three levels of risk. Category 1 includes amounts issued or collateralized with securities held by SCRRRA or by its agent in SCRRRA's name. Category 2 includes amounts which are collateralized with securities held by the pledging financial institution's trust department or agent in the name of SCRRRA. Category 3 includes amounts which are uninsured and uncollateralized including any bank balance that is collateralized with securities held by the pledging financial institution, or by its trust department or agent, but not in the name of SCRRRA.

Cash Deposits - Custodial credit risk is the risk that, in the event of a bank failure, SCRRRA will not be able to recover its deposits. SCRRRA's investment policy does not have a deposit policy for custodial credit risk.

For purpose of this disclosure, cash deposits include bank deposits. As of June 30, 2023, the carrying amount of SCRRRA's unrestricted cash deposits totaled \$1,213,397. As of June 30, 2023 the bank balance totaled \$1,174,643, of which \$250,000 was insured by the Federal Deposit Insurance Corporation (Category 1) as defined by Governmental Accounting Standards

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 2 - CASH DEPOSITS AND INVESTMENTS (Continued)

Board Statement No. 3. All of the Authority's deposits were in qualified public institutions as defined by State statute. Under this statute, any bank holding public deposits must at all times maintain, segregated from other assets, eligible collateral in an amount equal to a certain percentage of its public deposits. This percentage was 100%, and as a result, the remaining \$924,643 was collateralized at June 30, 2023.

Investments - Custodial credit risk is the risk that, in the event of the failure of the counterparty, SCRRA will not be able to recover the value of its deposits, investments or collateral securities that are in the possession of an outside party. SCRRA's investment policy does not include provisions for custodial credit risk, as SCRRA does not invest in securities that are held by counterparties. In accordance with GASB No. 40, none of SCRRA's investments require custodial credit risk disclosures. SCRRA has no formal investment policy that would limit its investment choices due to credit risk other than State statutes governing investments in obligations of any state or political subdivision or in obligations of the State of Connecticut or political subdivision.

SCRRA does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from rising interest rates.

In general, State of Connecticut Statutes allow SCRRA to invest in obligations of the United States of America or United States government sponsored corporations, in shares or other interests in any custodial arrangement, pool, or no-load, open-end management type investment company or investment trust (as defined), in obligations of any State or political subdivision rated within the top two rating categories of any nationally recognized rating service, or in obligations of the State of Connecticut or political subdivision rated within the top three rating categories of any nationally recognized rating service.

Investments are required to be categorized to give an indication of the level of risk assumed by the entity at year-end. Category 1 includes investments that are insured or registered and held by SCRRA or its agent in SCRRA's name. Category 2 includes uninsured and unregistered investments for which the securities are held by the counterparty's trust department or agent in SCRRA's name. Category 3 includes uninsured and unregistered investments for which securities are held by the counterparty, or by its trust department or agent but not in SCRRA's name. SCRRA had no investments subject to categorization as of June 30, 2023.

At June 30, 2023, SCRRA, through its investment in Short-Term Investment Fund (STIF), held investments in adjustable rate, asset backed corporate, Federal agency and other government bonds whose interest rate varies directly with short-term money market indices and are reset daily, weekly, monthly, quarterly and semi-annually. STIF accounts are operated by the State of Connecticut's Treasurer's Office.

The adjustable rate, asset backed corporate and Federal agency securities are rated AAA by at least two nationally recognized credit rating agencies. The adjustable rate securities' exposure to credit and legal risks are the same as the fixed rate securities of the same issuer.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 2 - CASH DEPOSITS AND INVESTMENTS (Continued)

At June 30, 2023, SCRRRA's investments consisted of the following:

Type of Investment	Fund Type	Fair Value	Risk Category
Charles Schwab Mutual Funds	Operating	\$42,590,628	3
Short-Term Investment Fund	Operating	\$2,123	*
Short-Term Investment Fund	Enterprise	\$285	*

*Not applicable, since SCRRRA does not own identifiable securities, but invests as a shareholder of the investment pool.

The Authority categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Authority does not have any investments that are measured using Level 2 and 3 inputs.

The following table sets forth by level, within the fair value hierarchy, the Authority's investments at fair value as of June 30, 2023.

	Level 1	Level 2	Level 3	Total
Mutual funds - bonds	\$ 30,466,904	\$ -	\$ -	\$ 30,466,904
Mutual funds - equities	12,123,694	-	-	12,123,694
Mutual funds - money market	30	-	-	30
STIF	2,408	-	-	2,408
Total Investments at Fair Value	<u>\$ 42,593,036</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 42,593,036</u>

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2023 consists of the following:

	Operating Fund	Solid Waste Fund	Recycling Fund	Organics Fund	Total
Due from Member Towns	\$ -	\$ -	\$ 52,117	\$ -	\$ 52,117
Accounts receivable other	-	64,377	-	-	64,377
Household hazardous waste	-	668,354	-	-	668,354
	-	732,731	52,117	-	784,848
Less allowance for doubtful accounts	-	-	-	-	-
Total Accounts Receivable	<u>\$ -</u>	<u>\$ 732,731</u>	<u>\$ 52,117</u>	<u>\$ -</u>	<u>\$ 784,848</u>

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 4 - LANDFILL POST-CLOSURE COSTS

During the year ended June 30, 2023, the following changes occurred in long-term liabilities:

Description	Balance at July 01, 2022	Issued/ Additions	Redeemed/ Matured/ Paid	Balance at June 30, 2023	Current Portion	Long-term Portion
Closure and post-closure care costs	\$ 1,886,150	\$ -	\$ (118,752)	\$ 1,767,398	\$ 119,295	\$ 1,648,103
Total	<u>\$ 1,886,150</u>	<u>\$ -</u>	<u>\$ (118,752)</u>	<u>\$ 1,767,398</u>	<u>\$ 119,295</u>	<u>\$ 1,648,103</u>

NOTE 5 - EMPLOYEE RETIREMENT PLANS

SCRARRA contributes to a SEP/IRA plan for its employees. The Board of Directors determines the contribution rate, which was 8.5% of the gross wages of eligible employees for the year ended June 30, 2023. All employees are eligible to participate after six months of employment with SCRARRA and are 100% vested upon eligibility. Employer contributions made during the year ended June 30, 2023 totaled \$44,309. SCRARRA's total covered payroll for the year ended June 30, 2023 was \$522,941.

NOTE 6 - LEASE COMMITMENTS

SCRARRA has an agreement with the Mohegan Tribe of Indians of Connecticut for the lease of the Montville Ash Landfill and surrounding area for a period of 99 years that provides the Mohegan's with the option to buy the land for \$1 at any time during the life of the lease. At the inception of the lease the Mohegan Tribe paid CRRA, for the benefit of SCRARRA, basic rent of \$2,000,000 which is non-refundable, plus \$2,000,000 to fund a Landfill Closure Reserve Fund, which is non-refundable and was used for the maintenance and monitoring of the landfill.

SCRARRA closed and capped the landfill and performed all other activities required under the landfill permits and other legal obligations. The Mohegan Tribe reimbursed SCRARRA for certain capping and closing costs related to the landfill. The landfill closure has been completed and approved by the Department of Environmental Protection.

During August 2013, SCRARRA relocated its administrative office to Gales Ferry, subject to a non-cancelable operating lease expiring on February 28, 2017. In January 2017, this lease was modified to a month-to-month basis. Operating expenses for this lease are the responsibility of the lessor and lessee, as defined in the rental agreements.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 6 - LEASE COMMITMENTS (Continued)

During 2022, SCRARRA implemented the requirements of GASB Number 87 pertaining to leases. The pronouncement requires recognition of certain lease assets and liabilities for leases previously classified as operating leases and recognition of inflows and outflows of resources in accordance with the terms of the contract. These related assets and liabilities are accounted for at the present value of future monthly lease payments over the term of the lease discounted at the incremental rate at the time the contract is entered into. SCRARRA adopted this pronouncement effective July 1, 2021 with no material differences attributable to beginning fund balance, and therefore, no restatement was made of the beginning fund balance.

Under GASB 87, SCRARRA's month-to-month office lease in Gales Ferry is considered to be a short-term lease and is not subject to the requirements of GASB 87.

In February 2022, SCRARRA entered into a lease as the lessor with Covanta Southeastern Connecticut Company for use of the land on which Covanta's facility is built. The lease requires monthly payments of \$7,292 through February 2027. The lease includes the option for 4 additional renewals, each with 5-year terms. As of June 30, 2023, SCRARRA is reasonably certain Covanta will extend the lease for at least 2 more terms, through 2037. The future payments have been discounted to present value using a blend of the 10- and 20-year treasury rates to approximate a 15 year rate of 2.11%. The amount of the lease receivable and the deferred inflow of resources related to the future payments expected to be received are \$1,040,079 and \$1,018,062, respectively, as of June 30, 2023.

The deferred inflow of resources reflects the present value of these lease payments at lease inception amortized over the 15-year term of the lease on a straight-line basis. The lease receivable reflects the declining principal balance of the present value of the lease receivable.

NOTE 7 - WASTE TO ENERGY FACILITY

The waste-to-energy facility, which was completed during the fiscal year ended June 30, 1992, was funded with bonds issued by CRRA, a political subdivision of the State of Connecticut. Once the bonds were paid, ownership of the facility was transferred to the operator, Covanta, with SCRARRA retaining ownership of the land.

The bonds used to finance the construction of the waste-to-energy facility were paid in full on November 15, 2015. Title to the facility was transferred to Covanta, the operator, on December 15, 2015. On February 17, 2017, SCRARRA entered into a new service agreement with the operator with an expiration date of December 31, 2020.

On January 1, 2021, SCRARRA entered into a 10-year waste disposal agreement with Wheelabrator Technologies, the operator of the Lisbon, Connecticut waste-to-energy facility with an expiration date of December 31, 2030.

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 8 - LANDFILL CLOSURE OBLIGATION

State and Federal laws and regulations required SCRARRA to place a final cover on its Montville landfill site when the cell reached final grade and to perform certain maintenance and monitoring functions at the site for thirty years after final closure. SCRARRA closed the landfill in 2001 and received certification from the State of Connecticut, Department of Environmental Protection.

Therefore, there is no remaining capacity or useful life. SCRARRA was required by State and Federal laws and regulations to maintain a reserve fund to finance closure and post-closure care. In February 2005, SCRARRA was granted approval by the State of Connecticut, Department of Environmental Protection to use the “local government financial test” by municipalities and state quasi-public authorities as the financial assurance mechanism for post-closure care at its solid waste landfill. As a result of this ruling, SCRARRA is currently using the “local government financial test” as the instrument for post-closure care financial assurance. SCRARRA was in compliance with these requirements at June 30, 2023, and in addition to satisfying such requirements, SCRARRA had investments in the amount of \$1,767,398 that were held as an additional reserve at June 30, 2023.

NOTE 9 - RISK MANAGEMENT

SCRARRA is exposed to various risks and loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. SCRARRA purchases commercial insurance for all of its risks of loss. There were no significant reductions in insurance coverage from the prior year. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

NOTE 10 - CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2023 consisted of the following:

Description	Balance at July 01, 2022	Additions	Disposals	Balance at June 30, 2023
Depreciable assets:				
Leasehold improvements	\$ 180,694	\$ -	\$ -	\$ 180,694
Facilities and equipment	1,617,203	-	-	1,617,203
Vehicles	173,971	-	-	173,971
	<u>1,971,868</u>	-	-	1,971,868
Less: Accumulated depreciation	<u>1,015,609</u>	<u>193,454</u>	-	<u>1,209,063</u>
Total Depreciable Assets, net	<u>\$ 956,259</u>	<u>\$ (193,454)</u>	<u>\$ -</u>	<u>\$ 762,805</u>

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 10 - CAPITAL ASSETS (Continued)

The capital assets as of June 30, 2023 listed by fund are as follows:

Description	Operating Fund	Solid Waste Fund	Recycling Fund	Organics Fund	Total
Depreciable assets:					
Leasehold improvements	\$ 180,694	\$ -	\$ -	\$ -	\$ 180,694
Facilities and equipment	78,304	-	-	1,538,899	1,617,203
Vehicles	-	-	-	173,971	173,971
	<u>258,998</u>	-	-	<u>1,712,870</u>	<u>1,971,868</u>
Less: Accumulated depreciation	<u>228,056</u>	-	-	<u>981,007</u>	<u>1,209,063</u>
Total Depreciable Assets, net	<u>\$ 30,942</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 731,863</u>	<u>\$ 762,805</u>

Description	Operating Fund	Solid Waste Fund	Recycling Fund	Organics Fund	Total
Nondepreciable assets:					
Land	<u>\$ -</u>	<u>\$ 1,688,409</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,688,409</u>

The carrying cost of fixed assets related to the Montville Ash Landfill leased to the Mohegan Tribe of Indians has been reduced to reflect the option purchase price of \$1.

NOTE 11 - UNRESTRICTED NET POSITION

Unrestricted net position consisted of the following as of June 30, 2023:

Unrestricted Net Position:

Board Designated Reserves:

Service fee stabilization	\$ 24,811,193
Capital projects	5,882,142
Organics operations	2,832,389
Household hazardous waste	1,975,617
Transportation subsidy	1,750,000
Recycling	1,507,567
Working capital reserve	<u>800,000</u>
Total Unrestricted Net Position	<u>\$ 39,558,908</u>

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 12 - SINGLE STREAM RECYCLING AGREEMENT

During the year ended June 30, 2010, SCRRRA entered into an agreement with a private vendor, Willimantic Waste Paper Co., Inc. ("WWP") in order to establish a program for single stream recycling for its member towns. In 2015, the agreement automatically renewed for an additional five-year period through October 31, 2019. On October 1, 2019 SCRRRA renewed for an additional five-year period through September 30, 2024. The vendor has agreed to provide single stream recycling services to each of the Member towns. Each town that chooses to participate in the single stream recycling program is offered a separate agreement with WWP.

Simione Macca & Larrow^{LLP}



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
**Southeastern Connecticut Regional
Resources Recovery Authority**
Gales Ferry, Connecticut

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of each major fund of the Southeastern Connecticut Regional Resources Recovery Authority ("SCRRRA") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise SCRRRA's basic financial statements, and have issued our report thereon dated February 28, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered SCRRRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SCRRRA's internal control. Accordingly, we do not express an opinion on the effectiveness of SCRRRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did

To the Board of Directors
**Southeastern Connecticut Regional
Resources Recovery Authority**

Page 2

not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether SCRRRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sunione Macca & Larrow LLP

Wethersfield, Connecticut
February 28, 2024

Statistical Section

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
EXHIBIT 1 - SERVICE FEES
(Unaudited)**

FISCAL YEAR		PRICE PER TON
1992		\$ 62.00
1993		\$ 79.00
1994		\$ 98.00
1995		\$ 87.00
1996		\$ 86.00
1997		\$ 84.00
1998		\$ 79.00
1999	1/2	\$ 75.50
1999	1/2	\$ 62.00
2000		\$ 59.00
2001		\$ 58.00
2002		\$ 57.00
2003		\$ 57.00
2004		\$ 60.00
2005		\$ 60.00
2006		\$ 60.00
2007		\$ 60.00
2008		\$ 60.00
2009		\$ 60.00
2010		\$ 60.00
2011		\$ 60.00
2012		\$ 60.00
2013		\$ 60.00
2014		\$ 58.00
2015		\$ 58.00
2016		\$ 58.00
2017		\$ 58.00
2018		\$ 58.00
2019		\$ 58.00
2020		\$ 58.00
2021		\$ 58.00
2022		\$ 58.00
2023		\$ 59.25

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
EXHIBIT 2 - TONNAGE DATA REPORT BY TOWN
FOR THE YEAR ENDED JUNE 30, 2023
(Unaudited)**

	<u>Municipal Solid Waste</u>	<u>Single Stream Recycling</u>
Town of East Lyme	9,636	1,871
Town of Griswold	4,708	29
Town of Groton	24,763	1,204
Town of Ledyard	6,004	1,265
Town of Montville	13,712	1,635
City of New London	18,915	1,013
Town of North Stonington	4,075	325
City of Norwich	23,603	3,209
Town of Preston	2,180	183
Town of Sprague	1,144	73
Town of Stonington	11,531	3,706
Town of Waterford	11,501	1,974
Other	281	-
	<hr/>	<hr/>
Total tonnage	<u><u>132,053</u></u>	<u><u>16,487</u></u>

**SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
EXHIBIT 3 - OPERATIONAL BENEFIT TO TOWNS
FOR THE YEAR ENDED JUNE 30, 2023
(Unaudited)**

<u>Reporting Period (July 2022 - June 2023)</u>	<u>Number of Units/Weight</u>	<u>Savings Benefit to Towns</u>
Alkaline Batteries (Pounds)	13,246	\$ 9,935
Tires (Units)	10,043	28,711
Fluorescent Bulbs (Pounds)	22,366	8,843
Electronic Waste (Tons)	300	97,659
Freon (Units)	8,443	50,658
Oil & Antifreeze (Gallons)	31,080	27,034
Oil Filters, Oily Debris (55 Gal Drums)	22	1,650
Wood Grinder Service (Hours)	552	431,338
Chip Hauling	180	81,000
Propane Tanks	844	-
Mattresses (Units)	16,883	99,779
Household Hazardous Collections (Cars)	3,920	236,995
Disposal Fees - Trash	132,053	1,424,855
Disposal Fees - Recycling	16,487	-
Transportation Subsidy		250,000
Total		\$ 2,748,457

ATTACHMENT J – BUSINESS INFORMATION

ATTACHMENTS 2 AND 3

Attachment 2: Costs of financing, design, construction and start-up

1. The estimated cost for design, construction and start-up is \$5 million. SCRRRA will pay for these costs using its reserve funds (see Attachment 1).
2. SCRRRA has undertaken and implemented solid waste management facility projects in the past, of comparable magnitude. Development of the Preston waste-to-energy facility was a multi-million-dollar development. Similarly, operation and closure of the Montville ash landfill was a multi-million-dollar facility.
3. SCS certifies that the \$5 million estimate is reasonable for this facility.

Attachment 3: Costs for operation of the facility

1. The estimated annual cost for operating and maintaining the facility is \$220,000, which includes labor, fuel, utilities, equipment maintenance, insurance, regulatory compliance, disposal of rejects, and wood grinding.
2. SCRRRA expects to earn annual revenues of about \$260,000 in the first year, with revenues escalating in future years. Revenues will include tipping fees and finished compost sales.
3. As noted, SCRRRA expects that revenues will exceed expenses. Excess revenues will be placed into an existing reserve fund, managed by SCRRRA. Unexpected costs will be paid from SCRRRA's reserve funds (see Attachment 1).

FORM 173—CONNECTICUT
REV. 2-86

WARRANTY DEED

VOL. 78 PAGE 88

TUTBLANK REGISTERED U. S. PAT. OFFICE
TUTTLE LAW PRINT PUBLISHERS, RUTLAND, VT 05701

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That LAWRENCE KIRSCH of the Town and County of New London and State of Connecticut

for the consideration of One (\$1.00) Dollar and other good and valuable consideration

received to his full satisfaction of SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY and CONNECTICUT RESOURCES RECOVERY AUTHORITY, each a body politic and corporate constituting a public instrumentality and existing under the laws of the State of Connecticut

do es give, grant, bargain, sell and confirm unto the said

SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY and CONNECTICUT RESOURCES RECOVERY AUTHORITY as tenants-in-common

All that certain tract of land, with buildings thereon, situated in the Town of Preston, bounded and described as follows:

BEGINNING at the northeasterly corner of said tract on the southerly boundary of land formerly of George Benjamin at a stone bound and thence running southerly in a straight line to the bound formerly between the Towns of Preston and Ledyard and thence continuing the same course by land formerly of the heirs of Thomas Norman to land formerly of Sanford Maynard; thence by said Maynard land Westerly to the Thames River; thence by said River northerly to said Benjamin land and thence by said Benjamin land to the point of beginning.

Excepting that portion thereof previously conveyed by deed recorded in the Preston Land Records, Vol. 49, Page 199 to Irving Castle and Steven Castle.

Subject, however, to the following:

Taxes to the Town of Preston on the Assessment List of October 1, 1986 and the second installment of taxes to the Town of Preston on the Assessment List of October 1, 1985 which grantees agree to pay as part of the consideration for this deed;

Any and all provisions of any applicable ordinance, municipal regulation or public law;

Any and all provisions of any private law as of record appear, including without limitation, an easement for drainage to the State of Connecticut recorded in Volume 39 at Page 224 of the Preston Land Records, an obligation to maintain a wall and fence along certain railroad land, contained in a deed recorded in Volume 20 at Page 406 of said Preston Land Records, and the possible continuing effect of an agreement with Trimount Dredging Corporation dated December 5, 1939 and recorded in Volume 37 at Page 477 of said Preston Land Records.

VOL. 78 PAGE 89

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto them the said grantee s, their ~~heirs~~, successors and assigns forever, to them and their own proper use and behoof.

And also, I the said grantor do for myself and my heirs, executors and administrators, covenant with the said grantee s, their successors, ~~heirs~~ and assigns, that at and until the ensembling of these presents, I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, I the said grantor do by these presents bind myself and my heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantee their successors, ~~heirs~~ and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 3rd day of October in the year of our Lord nineteen hundred and eighty-six. Signed, Sealed and Delivered in presence of

[Signature]
ISRAEL A. SARANOVIC

[Signature] L.S.
Lawrence Kirsch

[Signature]
THOMAS N. STEENBURG

_____ L.S.

_____ L.S.

State of Connecticut,

County of New London

} SS. New London

On this the 3rd day of October, 19 86, before me, Thomas N. Steenburg appeared Lawrence Kirsch, the undersigned officer, personally

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as h is free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
Thomas N. Steenburg
Commissioner of the Superior Court
Title of Officer

State of Connecticut,

County of

} SS.

On this the _____ day of _____, 19 _____, before me, _____ the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ a corporation, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____

VOL. 87, PAGE 1QUITCLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:
 KNOW YE, THAT CONNECTICUT RESOURCES RECOVERY AUTHORITY, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut having an office at 179 Allyn Street, Hartford, Connecticut (the "Releasor") for divers good causes and considerations thereunto moving, especially for Ten Dollars (\$10.00) received to the Releasor's full satisfaction of SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut having an office at Seat Terminal, Routes 12 & 2A, Preston, Connecticut (the "Releasee") has remised, released, and forever quitclaimed, and does by these presents, for itself and its successors, justly and absolutely remise, release and forever QUITCLAIM unto the Releasee all such right and title as the said Releasor has in or to the following:

All that certain tract of land, with buildings thereon, situated in the Town of Preston, bounded and described as follows:

BEGINNING at the northeasterly corner of said tract on the southerly boundary of land formerly of George Benjamin at a stone bound and thence running southerly in a straight line to the bound formerly between the Towns of Preston and Ledyard and thence continuing the same course by land formerly of the heirs of Thomas Norman to land formerly of Sanford Maynard; thence by said Maynard land Westerly to the Thames River; thence by said River northerly to said Benjamin land and thence by said Benjamin land to the point of beginning.

Excepting that portion thereof previously conveyed by deed recorded in the Preston Land Records, Vol. 49, Page 199 to Irving Castle and Steven Castle.

TO HAVE AND TO HOLD the above granted Premises with all the appurtenances unto the said Releasee, its successors and assigns forever, so that neither the Releasor nor its successors nor any other person under it or them shall hereafter have any claim,

"No Conveyance Tax collected

Janet Perkins
 Town Clerk of Preston"

"\$ State Conveyance Tax received"

VOL. 87, PAGE 2

right or title in or to the Premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, the Releasor has caused this Quitclaim Deed to be duly executed this 21st day of December, 1988.

Signed, Sealed and Delivered in the Presence of:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Barry R. Leopold
Barry R. Leopold
David F. Weber
David F. Weber

By: William R. Darcy
William R. Darcy
Its President
Hereunto Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF Hartford)

ss. Hartford, Connecticut, December 21, 1988

Personally appeared William R. Darcy, & President of CONNECTICUT RESOURCES RECOVERY AUTHORITY, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Officer and the free act and deed of Connecticut Resources Recovery Authority, before me.

David F. Weber
David F. Weber
Commissioner of Superior Court
~~Notary Public~~
~~My Commission Expires~~

1054
Received for Record
12/22/88 at 12:35 PM
Recorded in Preston Land
Records VOL 87 PAGE 1
Jane Y. Resnik
Town Clerk

SOLID WASTE DISPOSAL AGREEMENT
BETWEEN
THE
THE SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY
AUTHORITY
AND
WHEELABRATOR LISBON INC.
DATED AS OF March 28, 2019

SOLID WASTE DISPOSAL AGREEMENT

This Agreement is made and entered into as of the 28th day of March, 2019, by and between THE SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY (hereinafter referred to as “SCRARRA”), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (hereinafter referred to as “SCRARRA”), and WHEELABRATOR LISBON INC., a corporation organized under the laws of the State of Delaware (hereinafter referred to as “Wheelabrator”). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.01 below.

WITNESSETH:

WHEREAS Wheelabrator has agreed to operate a mass burn resource recovery facility for disposing of Acceptable Waste (defined below), which facility is located in Lisbon, Connecticut (together with all additions, replacements, appurtenant structures, improvements and equipment in connection therewith, the “Facility”) and owned by EASTERN CONNECTICUT RESOURCE RECOVERY AUTHORITY, a public authority under the laws of the State of Connecticut (hereinafter referred to as “ECRRA”) pursuant to a ten (10) year Operation and Maintenance Agreement between Wheelabrator and ECRRA dated as of March 28, 2019 (the “O&M Agreement”) that obligates Wheelabrator to perform the obligations set forth therein.

WHEREAS, ECCRRA has negotiated an arrangement with SCRARRA for the delivery of Acceptable Waste to the Facility during the term of the O&M Agreement and has requested Wheelabrator to enter into this Agreement in furtherance of such arrangement, with ECCRRA’s acknowledgement of such arrangement and approval of the terms of this Agreement being set forth on Exhibit A;

WHEREAS the obligations of Wheelabrator under the O&M Agreement and the obligations of the Wheelabrator under this Agreement are guaranteed by Granite Acquisition, Inc., the indirect parent of Wheelabrator.

WHEREAS SCRARRA and Wheelabrator wish to provide for disposal of Acceptable Waste delivered by SCRARRA to the Facility.

WHEREAS SCRARRA and Wheelabrator intend that this Agreement provide for the delivery and acceptance of Acceptable Waste at the Facility commencing on January 1, 2021 (the “Service Commencement Date”) and continue until the tenth anniversary of the Service Commencement Date, subject to earlier termination in accordance with the provisions of this Agreement .

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Specific Definitions. As used in this Agreement, except as otherwise

expressly provided or unless the context otherwise requires, the words and terms listed in this Section 1.01 shall have the following meanings:

“Acceptable Waste” means household unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of SCRRRA and a SCRRRA Community through private or municipal collection and commercial, governmental, institutional and light industrial waste, but not including in any case SHW or OBW.

“Affiliate” means, with respect to any person, any other person controlling, controlled by, or under common control with, such person.

“Agreement” means this Solid Waste Disposal Agreement between SCRRRA and Wheelabrator, as amended from time to time.

“Alternate Processing Facility” has the meaning specified in Section 2.09.

“Annual Settlement Statement” means the statement Wheelabrator must deliver to SCRRRA following the end of each Contract Year pursuant to Section 3.05.

“Authorized Hauler” means any hauler designated by SCRRRA or a SCRRRA Community by contract, license, permit or otherwise to deliver Acceptable Waste by or on behalf of SCRRRA or a SCRRRA Community to the Facility.

“Authorized Representative” means (a) in the case of SCRRRA, the Executive Director, or (b) in the case of Wheelabrator, the President or any Vice-President, and, when used with reference to the performance of any act, the discharge of any duty or the execution or any certificate or other document, any officer, employee, partner or other person specifically authorized in writing by one of the persons designated above to perform such act, discharge such duty or execute such certificate or other document.

“Base Tipping Fee” has the meaning given in Section 3.02.

“Billing Period” has the meaning given in Section 3.04(a).

“Capital Cost” means with respect to any capital expenditure that is recorded on the balance sheet as an asset, as defined by GAAP, the purchase price and delivery costs, and out-of-pocket (including any internal staff costs directly related to the required work but excluding corporate overhead expenses of Wheelabrator) and design, engineering, permitting, installation, construction and financing costs, net of insurance proceeds actually received by Wheelabrator on account of a Change in Law or Force Majeure Event as applicable.

“Change in Law” means any of the following events or conditions having or which may reasonably be expected to have an effect on the Facility or either party’s ability to perform its obligations or exercise its rights under this Agreement:

(a) the adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation after the Execution Date of any federal, state or local law,

regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to the Execution Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction;

(b) the order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, after the Execution Date, if such order and/or judgment is not also the result of willful or negligent action or lack of reasonable diligence of the party affected thereby, provided that the contesting in good faith or the failure to contest any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the party affected thereby; or

(c) the denial of an application for or suspension, termination, interruption, imposition of a new condition in connection with the renewal or failure of renewal after the Execution Date of any permit, license, consent, authorization or approval essential to the performance of this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party affected thereby, provided that the contesting in good faith or the failure to contest any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of the party affected thereby.

Notwithstanding the foregoing, any statute, law, regulation, rule or amendment that increases the revenue received by Wheelabrator for the sale of Connecticut Class II renewable energy certificates shall not constitute a Change in Law unless as a result thereof the market value of Connecticut Class II renewable energy certificates increases above two and one-half cents per kilowatt hour, in which event only the net revenue received by Wheelabrator from the sale of renewable energy credits in excess of two and one-half cents per kilowatt hour and resulting from such statute, law, regulation, rule or amendment shall be credited to SCRRA in the amount of the SCRRA Share of Change in Law Costs in accordance with Section 3.03(b)(iv).

“Change in Law Costs” means (i) the net increase or decrease in operation and maintenance costs of the Facility required by a Change in Law, (ii) the net increase or decrease in revenue generated by the Facility caused by a Change in Law, (iii) the Capital Cost of an asset or project required by a Change in Law and (iv) Discriminatory Taxes imposed as a result of a Change in Law.

“Civil Disturbance” means an act of the public enemy, war, terrorism, blockade, insurrection, riot, general arrest or restraint of government and people, nuclear incident, civil disobedience or similar occurrence.

“Cost Substantiation” means delivery to SCRRA of a certificate signed by the Authorized Representative of Wheelabrator, setting forth the amount of cost and the reason why such cost is properly chargeable to SCRRA and stating the actual cost or, to the extent it involves a third-party, that such cost is an arm’s length and competitive price for the service or materials supplied including reasonable documentation of the basis for such certification.

“Consumer Price Index” or “CPI” means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NY-NJ-CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

“Contract Year” means each 12-month period under this Agreement commencing on July 1 of each year provided that the first Contract Year shall begin on January 1, 2021 and end on June 30, 2021 and the last Contract Year shall begin on July 1, 2030 and end on December 31, 2030. A "full Contract Year" is any Contract Year consisting of 12 months. Obligations hereunder with respect to delivery or acceptance of specified amounts of Waste which are stated to be applicable to a full Contract Year shall be proportionately reduced in any other Contract Year.

“CPI_B” means CPI published as of January 1, 2021.

“CPI_X” means CPI as of January 1 in the computation year.

“Direct Control” means, with respect to Acceptable Waste required to be delivered to the Facility pursuant to this Agreement, all (1) municipal waste that is collected by a SCRRRA Community either directly by municipal employees, or under a license or permit issued to a third party, or a contract with a third party, to perform such functions on behalf of a SCRRRA Community, or (2) municipal waste or commercial waste collected through deliveries to a transfer station owned, operated, or used by SCRRRA or a SCRRRA Community.

“Discriminatory Taxes” means any taxes, assessments or fees imposed by the federal, state or local government or any special taxing district or authority, that in any such case are imposed on or primarily affect Wheelabrator, the Facility, its operation or the solid waste industry or renewable energy industry and that are not generally applicable throughout the entire tax base, including any non-municipal franchise tax.

“Disposal Fees” means the amounts Wheelabrator is entitled to receive from SCRRRA under Article III.

“Disposal Fee Adjustments” shall mean the adjustments set forth or referred to in Section 3.01.

“Excess Waste” has the meaning given in Section 2.02(b).

“Execution Date” means the date hereof.

“Facility” has the meaning given to it in the Recitals.

“Force Majeure Costs” means (i) the net increase in operation and maintenance costs of the Facility required by a Force Majeure Event, (ii) the net decrease in revenues generated by the Facility caused by a Force Majeure Event and (iii) the Capital Cost of an asset or project required by a Force Majeure Event.

“Force Majeure Event” means:

- (a) a Civil Disturbance;
- (b) a Non-Operator Strike;
- (c) an act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, or flood (but not including weather conditions for the geographic area of the Facility that should have been reasonably anticipated); or
- (d) any other event or circumstance, including fire or explosion, which prevents either party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date by and is not within the reasonable control of, and without fault or negligence of, the party claiming a Force Majeure Event with respect to such event or circumstance, and which by the exercise of due diligence the party claiming a Force Majeure Event is unable to overcome, avoid or mitigate ; provided, that a Force Majeure Event shall not include: (i) a lack of funds or other adverse financial event; (ii) economic hardship resulting from the performance of or compliance with any of the covenants or obligations contained in this Agreement, (iii) changes in market conditions, (iv) equipment failure unless caused by a Force Majeure Event, or (v) strikes, labor conditions or lockouts that do not constitute a Non-Operator Strike.

“Force Majeure Termination” has the meaning given in Section 7.03.

“Force Majeure Termination Avoidance Amount” has the meaning given in Section 7.03.

“Force Majeure Termination Threshold” has the meaning given in Section 7.03.

“GAAP” means generally accepted accounting principles.

“Guarantor” means Granite Acquisition, Inc. A copy of the Guaranty Agreement is attached hereto as Schedule 4.03.

“Hazardous Residue” means Residue which according to federal, State or local rules or regulations from time to time in effect requires special handling in its collection, treatment or disposal, including that regulated under 42 U.S.C. §§ 6921-6925 and regulations thereunder adopted by the United States Environmental Protection Agency, pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901.

“Hazardous Waste” means pathological, biological, cesspool or other human wastes, human and animal remains, radioactive, toxic and other hazardous wastes, or hazardous substances, which according to federal, State or local rules or regulations from time to time in effect require special handling in their collection, treatment or disposal, including those regulated under 42 U.S.C. §§ 6921-6925 and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901, such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, fine powdery earth used to filter cleaning fluid and refuse of similar nature, and including hazardous substances regulated under 42 U.S.C. §§ 9601-9675

and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601.

“Landfill” means one or more landfill disposal facilities utilized by Wheelabrator that are legally available for the disposal of Unprocessed Waste, SHW, Residue and OBW.

“Legal Holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

“MFN Rate” has the meaning given in Section 3.03(c).

“MSWMSA” means collectively the Municipal Solid Waste Management Services Agreements between SCRRRA and each of the SCRRRA Communities dated as of November 17, 1985, as may be amended from time to time.

“Municipal Obligations” has the meaning given in Section 4.01.

“Non-Operator Strike” means a strike, lockout, or similar industrial or labor action not directed solely at Wheelabrator, an Affiliate of Wheelabrator, a Subcontractor, or at the operation or maintenance of the Facility. If Wheelabrator is able and willing to accept and process Acceptable Waste at the Facility, a refusal by drivers delivering any Acceptable Waste (and not employed by Wheelabrator, another Affiliate of Wheelabrator, or a Subcontractor), to cross picket lines at the Facility shall constitute a Non-Operator Strike, whether or not the existence of such picket lines also would constitute a Non-Operator Strike.

“Oversized Bulky Waste” or “OBW” means white goods and other unwanted or discarded materials delivered by or on behalf of SCRRRA which

(a) are of the kinds normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of SCRRRA or a SCRRRA Community through private or municipal collection,

(b) in the judgment of Wheelabrator, reasonably exercised, cannot be processed in the Facility because of size or non-combustibility,

(c) would not constitute SHW under clause (a), (b) or (d) of the definition of such term,

(d) may be disposed of in a Landfill holding a permit issued by the Connecticut Department of Energy and Environmental Protection under Section 22a-209-1 and regulations issued pursuant thereto or any successor provision, and

(e) are not too large to be deposited and stored at the Facility, or transported to a Landfill.

“O&M Agreement” has the meaning given in the Recitals.

“Recycling” means solid waste segregation and recycling or reuse programs mandated or approved by the State, any SCRRRA Community or any interlocal agency.

“Residue” means that material remaining after incineration of Waste at the Facility, including ash, fly ash, water and non-combustible portions of Waste.

“SCRRRA Capacity” means up to one hundred forty-five thousand (145,000) Tons in a Contract Year.

“SCRRRA Community” (and together the “SCRRRA Communities”) means the Cities and Towns listed on Schedule 1.

“SCRRRA Share” means the proportional share of costs for which SCRRRA may be responsible under the provisions of this Agreement, calculated by multiplying the total amount of costs by a fraction, the numerator of which is the average of the total amount of Acceptable Waste delivered or obligated to be delivered by SCRRRA to the Facility in accordance with the terms of this Agreement during each of the three (3) Contract Years preceding the calculation of SCRRRA Share or, if less than three Contract Years since the Service Commencement Date, then the total amount of Acceptable Waste delivered or obligated to be delivered by SCRRRA to the Facility in accordance with the terms of this Agreement during the Contract Year immediately preceding the calculation of SCRRRA Share and the denominator of which is 180,000. For billing purposes in the first Contract Year, the “Approximate SCRRRA Share” shall be Seventy-five Percent (75%) subject to correction and reconciliation in the Annual Settlement Statement.

“Service Commencement Date” means January 1, 2021.

“Special Handling Waste” or “SHW” means (a) Hazardous Waste; (b) dirt, concrete and other nonburnable construction material and demolition debris; (c) large items of machinery and equipment, such as motor vehicles and major components thereof (transmissions, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels, and any other item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, including, in the context of deliveries to the Facility, OBW; and (d) explosives, ordnance materials, oil, sludges, highly inflammable substances, hazardous chemicals, tires and other materials the acceptance of which, in the judgment of Wheelabrator, reasonably exercised, is likely to cause damage to or adversely affect the operation of the Facility, constitute a threat to health or safety, or violate or cause the violation of any applicable federal, state, or local law, regulation, or judicial or administrative decision or order.

“Spot Waste” means any Waste delivered to the Facility without a contract or under a contract having a term of one year or less; provided that a contract for Waste delivered to the Facility with an initial term of one year or less but containing provisions for one or more renewal terms at either party’s sole option which, if exercised, and when combined with the initial term, results in a contract with a total term of at least one year plus one day, shall not be a contract for Spot Waste.

“State” means the State of Connecticut.

“Subcontractor” means any person, partnership, corporation or other entity contracting directly with Wheelabrator or any Affiliate of Wheelabrator to perform or provide any part of the work, materials, supplies or equipment required of Wheelabrator under the O&M Agreement.

“System” shall mean the Facility and any other equipment, structure, site or sites for the collection of Acceptable Waste generated by SCRRRA and/or a SCRRRA Community prior to its ultimate delivery to the Facility for disposal, subject to the provisions of this Agreement.

“Taxes” means all taxes (real or personal), impositions, fees, assessments or other charges, direct or indirect.

“Term” has the meaning given in Section 7.01.

“Tipping Fee” has the meaning given in Section 3.02.

“Ton” means 2,000 pounds.

“Unprocessed Waste” means Acceptable Waste which Wheelabrator cannot process or store at the Facility and that is therefore diverted from the Facility to an Alternate Processing Facility or Landfill for ultimate disposal.

“Useful Life” means with respect to any asset shall be determined in a manner consistent with GAAP, but if GAAP provides a range of values for the Useful Life of an asset, each party reserves the right to claim, as applicable, a value within range, and the parties shall endeavor in good faith to agree on the appropriate value for the asset’s useful life.

“Waste” means Acceptable Waste, OBW, SHW or any other material delivered to the Facility for processing or disposal, whether or not permitted to be so delivered by the terms of this Agreement.

Section 1.02 General Definitions and Construction. As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States of America;

(c) the words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;

(d) the words “include” and “including” shall be deemed to be followed by the words “without limitation”;

(e) all references in this Agreement to “party” or “parties” are to Wheelabrator and SCRRA, except (i) where the reference clearly specifies a person other than SCRRA or Wheelabrator and (ii) that references to “third party” are to be construed as meaning a person other than SCRRA or Wheelabrator or their Affiliates; and

(f) all references to a “person” or “persons” are to be construed as including, as applicable in the context, individuals, firms, partnerships, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of partnerships or real person associations, and any organization having legal capacity.

ARTICLE II DELIVERY OF ACCEPTABLE WASTE TO AND OPERATION OF THE FACILITY

Section 2.01 Commitment to Deliver Acceptable Waste.

(a) Delivery of Acceptable Waste. During the Term of this Agreement and to the fullest extent authorized by applicable statutes and case law, SCRRA shall, and to the fullest extent authorized by the MSWMSA shall ensure that each SCRRA Community shall, deliver or cause to be delivered to the Facility, all Acceptable Waste generated within each SCRRA Community, including all Acceptable Waste over which it has Direct Control, in accordance with the terms of this Agreement. To the fullest extent authorized by applicable statute and case law, SCRRA shall not, and to the fullest extent authorized by the MSWMSA shall ensure that each SCRRA Community shall not, deliver, or cause or allow to be delivered, any Acceptable Waste generated within any SCRRA Community to any facility other than the Facility. Further, SCRRA shall not, and to the fullest extent authorized by the MSWMSA shall ensure that each SCRRA Community shall not, enter into any other contract or other arrangement pursuant to which it agrees to deliver, or cause or allow to be delivered, any Acceptable Waste generated within any SCRRA Community to any facility other than the Facility, unless such Acceptable Waste exceeds the amount of 145,000 tons in any Contract Year, but subject to the rights of Wheelabrator with regard to Excess Waste as provided in Section 2.02(b). No SCRRA Community shall have any commitment to deliver any minimum amount of Acceptable Waste. Except as provided in Section 2.02(b) with respect to Excess Waste, Wheelabrator may, but shall not be obligated to, accept Acceptable Waste from SCRRA in excess of the SCRRA Capacity.

(b) MSWMSAs. The parties acknowledge that SCRRA is a party to the MSWMSA with the SCRRA Communities, which contracts are in full force and effect. SCRRA shall comply with its obligations under the MSWMSA in all material respects. SCRRA shall enforce such contracts and, without limiting the generality of the foregoing, require the SCRRA Communities, to the fullest extent authorized by applicable statute and case law, to (i) deliver all of the Acceptable Waste generated in their municipality to the System, as directed by SCRRA, for ultimate disposal at the Facility subject to the provisions of this Agreement and (ii) pay the Net Cost of Operation (as defined in the MSWMSA).

(c) Liquidated Damages for Failure to Deliver. If SCRRA or a SCRRA Community intentionally breaches its obligation set forth above by causing or allowing Acceptable Waste generated in the SCRRA Community to be delivered to third parties for disposal, including without limitation, by granting consents or waivers under, amending or not

enforcing, such underlying contracts, then for each such Ton delivered elsewhere, subject to the limits set forth above, SCRRRA shall pay to Wheelabrator \$42, as liquidated damages. The parties agree that the actual harm to Wheelabrator of such intentional breach by SCRRRA is difficult to determine and that the liquidated damages so agreed are a reasonable approximation of such harm and not a penalty.

(d) Schedule of Deliveries. Deliveries by SCRRRA of Acceptable Waste will be made on a regular basis throughout the entire calendar year pursuant to an agreed upon delivery schedule. SCRRRA will provide an estimated monthly delivery schedule for the next calendar year to Wheelabrator no later than December 1st each year commencing December 1, 2020 for approval, which approval shall not be unreasonably withheld. SCRRRA shall update the delivery schedule as necessary and provide Wheelabrator with a copy thereof within ten (10) days after the end of each calendar quarter.

(e) Impact of Recycling Programs. Wheelabrator and SCRRRA agree that no provision of this Agreement is intended either to discourage or prohibit Recycling.

Section 2.02 Commitment to Accept Acceptable Waste up to SCRRRA Capacity; Excess Waste.

(a) Wheelabrator will accept, and process and/or dispose of, in accordance with the terms hereof, on and after the Service Commencement Date, all Acceptable Waste, up to maximum amounts set forth on Schedule 2, delivered to the Facility pursuant to the terms of this Agreement.

(b) If Acceptable Waste in excess of the SCRRRA Capacity (“Excess Waste”) is generated within the SCRRRA Communities, SCRRRA shall notify Wheelabrator. If SCRRRA wishes to deliver the Excess Waste to the Facility and gives Wheelabrator at least ten (10) days’ notice prior to the date of delivery, Wheelabrator shall use commercially reasonable efforts to accept and process Excess Waste at the Facility to the extent that the Facility has available capacity including without limitation using commercially reasonable efforts to not accept Spot Waste or other non-SCRRRA waste that in each case Wheelabrator has the right to not accept without penalty or incurring cost, if the acceptance of such Spot Waste or non-SCRRRA waste would prevent Wheelabrator from processing such Excess Waste. If Wheelabrator wishes SCRRRA to deliver the Excess Waste to the Facility, Wheelabrator shall notify SCRRRA of the amount of Excess Waste and the date or dates for delivery of the Excess Waste, and SCRRRA shall deliver the Excess Waste to the Facility in accordance with such notice from Wheelabrator. The per Ton tipping fee for the processing of Tons of Excess Waste pursuant to this Section 2.02(b) shall be mutually agreed upon by the Parties.

(c) Notwithstanding any contrary provision contained in this Agreement, Wheelabrator shall not be hereby obligated to accept at the Facility from or at the direction of SCRRRA any Acceptable Waste that originates outside the boundaries of any of the SCRRRA Communities. SCRRRA shall deliver to Wheelabrator each year copies of the reports each SCRRRA Community submitted or filed with SCRRRA or the State that list the number of tons of Waste generated within the boundaries of such SCRRRA Community.

(d) Notwithstanding any contrary provisions contained in this Agreement,

Wheelabrator shall not be obligated hereby to accept any Waste which, in its judgment reasonably exercised, would result in the violation of any Applicable Law, including the Resource Conservation and Recovery Act of 1976, or would adversely affect the operation of the Facility, provided that Wheelabrator shall be obligated to take alternative action consistent with the terms hereof to permit the performance by Wheelabrator of its obligations hereunder in a manner which would avoid any such violation.

Section 2.03 Additional Acceptable Waste. Wheelabrator shall not at any time solicit or accept Acceptable Waste generated within any SCRRRA Community other than from the SCRRRA Community or Authorized Hauler of such SCRRRA Community.

Section 2.04 Operation of Facility.

(a) Wheelabrator shall operate and maintain the Facility in such manner as to ensure that the Facility is able on a continuous basis to receive and process Acceptable Waste.

(b) Wheelabrator shall maintain the Facility in good condition, including necessary repairs and replacement, consistent with good solid waste handling and good steam and electrical generating plant practices. Wheelabrator will maintain the safety of the Facility at a level consistent with Applicable Law and good boiler, engineering and electrical generating plant and good solid waste disposal practices. Wheelabrator shall provide, at its expense, all necessary labor, materials, and equipment for the proper operation and maintenance of the Facility, and shall comply with the insurance requirements set forth on Schedule 2.04(b).

(c) As a condition to Wheelabrator accepting any Acceptable Waste from SCRRRA, SCRRRA shall comply, and shall cause all Authorized Haulers delivering Acceptable Waste to the Facility on behalf of a SCRRRA Community to comply, with (i) the Facility rules set forth on Schedule 2.04(c)(i), and (ii) the insurance requirements set forth on Schedule 2.04(c)(ii). Wheelabrator may modify the Facility rules from time to time upon notice to SCRRRA.

(d) Acceptable Waste delivered by or on behalf of SCRRRA or a SCRRRA Community, including Acceptable Waste generated within the SCRRRA Communities and delivered to the Facility by any commercial hauler, shall only be delivered by Authorized Haulers. Each Authorized Hauler shall execute the Hauler Declaration substantially in the form attached as Schedule 3. SCRRRA shall cause each Authorized Hauler to enter into a contract with SCRRRA, or shall include an obligation in each license, permit, or other document by which SCRRRA designates any hauler as an Authorized Hauler, that provides that all Acceptable Waste collected by such hauler within each SCRRRA Community shall be delivered by such Authorized Hauler to the portion of the System designated by SCRRRA or a SCRRRA Community and which Acceptable Waste will ultimately be delivered to the Facility for disposal, subject to the provisions herein.

(e) In the event of Undue Delay, Wheelabrator shall pay SCRRRA \$100.00 per incident, as liquidated damages. "Undue Delay" means, failure of Wheelabrator to Turn (defined below) any truck delivering Acceptable Waste within seventy-five (75) minutes. Notwithstanding the foregoing, Wheelabrator shall not be required to pay any liquidated damages for Undue Delays which occur on any day in which SCRRRA delivers Acceptable

Waste in excess of the daily limitation set forth on Schedule 2 hereof. “Turn” means completing the following operations at the Facility: permitting the truck to enter the front gate, weighing the loaded truck, providing access to the tipping floor and permitting the truck to discharge its waste load and proceed to cross the outbound weigh scale (or the exit gate if tare weights are being used).

Section 2.05 Receiving and Operating Hours. Wheelabrator will keep the Facility open for the receiving of Acceptable Waste from 7:00 a.m. until at least 5:00 p.m. Monday through Friday, and from 7:00 a.m. until at least noon Saturdays, excluding, in each case, Legal Holidays.

Section 2.06 Weighing Records.

(a) Wheelabrator will operate and maintain motor truck scales at the Facility, calibrated to the accuracy required by the State for public weighing facilities, to weigh all vehicles delivering Acceptable Waste or removing Acceptable Waste or other materials. SCRRRA shall, and to the fullest extent authorized by the MSWMSA shall ensure that each SCRRRA Community shall, cause each Authorized Hauler’s vehicle delivering Acceptable Waste pursuant to this Agreement to display a decal with a permit number referencing a permit issued by the SCRRRA Community authorizing the delivery of Acceptable Waste to the Facility, and other identification (including the name of each SCRRRA Community or other entity whose Waste is being delivered) and tare weight permanently indicated and conspicuously displayed in a location designated by Wheelabrator. Wheelabrator will not accept the delivery of Acceptable Waste being delivered to the Facility in a vehicle that does not display a decal referencing a valid permit issued by the SCRRRA Community. Each vehicle delivering Acceptable Waste or removing Acceptable Waste or other materials will be weighed before entering (and, at SCRRRA’s election or when SCRRRA shall reasonably request, after leaving) the Facility, with the time, truck identification and gross weight (for loaded vehicles) or tare weight (for unloaded vehicles) to be entered on a weight record. The scale records will be used as a basis for calculating fees, charges and credits under this Agreement. SCRRRA may, at its own expense, have a representative present at the scales operated by Wheelabrator whenever they are operated in order to verify scale accuracy, vehicle identity and permit validity.

(b) If all weighing facilities at the Facility are incapacitated or otherwise out of service, then Wheelabrator in consultation with and with the consent of SCRRRA will estimate in good faith the quantity of Acceptable Waste and other materials delivered on the basis of truck volumes and estimated data obtained through historical information. These estimates will be the basis for records during the scale outage and shall take the place of actual weighing records during the scale outage.

(c) If at any time testing of the weighing facilities indicates that the scales did not meet the accuracy requirements of the State, SCRRRA and Wheelabrator will negotiate in good faith an adjustment to the scale records actually recorded during or for any period in question. In addition, at the request of SCRRRA, Wheelabrator, at Wheelabrator’s cost and expense, shall cause such scales to be recalibrated to meet the accuracy requirements of the State.

(d) Wheelabrator will maintain daily records of: (1) total Acceptable Waste and OBW tonnage delivered to the Facility; and (2) all Acceptable Waste and OBW delivered to the Facility

by each SCRRA Community. Copies of all such records (which shall be in such form, including electronic form, in the case of records referred to in clause (2) of the preceding sentence, as SCRRA may reasonably request for the purpose of invoicing the SCRRA Communities and others and for statistical purposes) will be provided to SCRRA within five (5) days after the end of each month, including reasonably detailed monthly summary information as to all Acceptable Waste delivered to the Facility (including the identity of each person delivering such Acceptable Waste). Copies of all daily records and weight tickets (or their substantial equivalent) will be maintained electronically by Wheelabrator for a period of at least two (2) years.

Section 2.07 Residue Disposal. Wheelabrator shall cause all Residue to be delivered to a Landfill in a timely manner and at its expense.

Section 2.08 Special Handling Waste.

(a) SCRRA is prohibited from delivering or causing to be delivered SHW to the Facility. Nothing in this Agreement is intended, however, to constitute a guarantee by SCRRA of the composition of any Waste delivered to the Facility or to make SCRRA responsible (except as expressly provided in Section 2.08(c) below) for the results of any delivery of any SHW. SCRRA will use its commercially reasonable efforts and to the fullest extent authorized by the MSWMSA, shall ensure that each SCRRA Community uses its commercially reasonable efforts, to take all necessary or appropriate action to ensure that no part of the Facility shall become classified as a hazardous or toxic materials storage or processing facility.

(b) Each of SCRRA and Wheelabrator will also use commercially reasonable efforts to, and Wheelabrator may, deny admission to the Facility of any vehicle carrying SHW or other Waste which may leak, spill or allow Waste to be blown or scattered before unloading at any part of the Facility. Wheelabrator will cause any SHW which is discovered in the Facility to be promptly removed and delivered to a disposal site within or outside the State acceptable to Wheelabrator and the cost of handling, transporting and disposal of such SHW shall be paid by a SCRRA pursuant to Section 2.08(c).

(c) Any cost incurred by Wheelabrator in handling, transporting or disposing of such SHW shall be the responsibility of the Authorized Hauler delivering such SHW. If such Authorized Hauler fails to reimburse Wheelabrator for such costs, SCRRA will pay or reimburse Wheelabrator for all fines and penalties incurred by Wheelabrator, and all costs reasonably incurred by Wheelabrator in connection with the handling, transport and disposal of any SHW delivered to the Facility by or on behalf of SCRRA and not processed at the Facility.

(d) Title to all Acceptable Waste shall pass to Wheelabrator upon delivery thereof to the tip floor of the Facility. At no time after title passes to Wheelabrator shall title to Acceptable Waste revert back to SCRRA or any SCRRA Community or be deemed to reside with SCRRA. At no time shall title to SHW be deemed to pass to or reside with Wheelabrator.

Section 2.09 Alternate Processing Facility

(a) To the extent Wheelabrator determines that it may be unable to accept Acceptable

Waste at the Facility, Wheelabrator may redirect such Acceptable Waste to any location or facility which is authorized under applicable law to accept and dispose of Waste, other than a Landfill (an “Alternate Processing Facility”) selected by Wheelabrator; provided that if such Alternate Processing Facility is not reasonably available Wheelabrator may redirect such Acceptable Waste to a Landfill that is selected by Wheelabrator; and, provided further, that, if such inability to accept Acceptable Waste is caused by a Change in Law or a Force Majeure Event, (i) such Alternate Processing Facility or Landfill shall be consented to by SCRRA, which consent shall not be unreasonably withheld or delayed, and (ii) the price for disposal of Acceptable Waste at such Alternate Processing Facility or Landfill shall be mutually acceptable to SCRRA and Wheelabrator.

(b) SCRRA may, in its discretion with notice to Wheelabrator, elect alternate arrangements (“Alternate Arrangements”), for the disposal of Acceptable Waste resulting from, and for the duration of, a Change in Law or any Force Majeure Event.

(c) Additional costs incurred by Wheelabrator in connection with its redirection of Acceptable Waste not caused by a Change in Law or a Force Majeure Event shall be paid by Wheelabrator, and SCRRA and each SCRRA Community shall pay Wheelabrator the Disposal Fees for all Acceptable Waste delivered by each such SCRRA Community and so diverted, with no adjustments for any such additional costs. For all Acceptable Waste which is redirected from the Facility by Wheelabrator as the result of a Change in Law or a Force Majeure Event and with respect to which SCRRA has not elected Alternate Arrangements, SCRRA and each SCRRA Community shall pay Wheelabrator the Disposal Fees plus the incremental costs, if any, incurred by Wheelabrator in connection with the transportation and disposal of each such SCRRA Community’s diverted Acceptable Waste as demonstrated by Wheelabrator to the reasonable satisfaction of SCRRA.

ARTICLE III PAYMENTS

Section 3.01 Disposal Fees.

(a) In consideration for its services and expenditures hereunder, and in addition to any other payments to be made to Wheelabrator under this Agreement (but without duplication), Wheelabrator shall be entitled to receive from SCRRA, and SCRRA shall pay, the Disposal Fees and other payments determined as set forth in this Article III (“Disposal Fee(s)”). For each Contract Year, the Disposal Fee shall equal the Tipping Fee for that Contract Year multiplied by the number of Tons of Acceptable Waste delivered by or on behalf of SCRRA and accepted by Wheelabrator at the Facility or otherwise disposed of by or at the direction of Wheelabrator for that Contract Year plus or minus the net amount of any adjustments applicable to SCRRA hereunder (“Disposal Fee Adjustments”).

(b) The actual Disposal Fees and Disposal Fee Adjustments shall be calculated each month with an annual settlement in arrears for each Contract Year in connection with the Annual Settlement Statement and settlement adjustments provided for in Section 3.05.

Section 3.02 Tipping Fee.

(a) Base Tipping Fee. Except as otherwise provided herein, SCRRRA shall pay Wheelabrator a base tipping fee of \$68 per Ton of Acceptable Waste delivered by or on behalf of SCRRRA hereunder (the “Base Tipping Fee”), as adjusted pursuant to this Section 3.02 (the “Tipping Fee” or “TF”).

(b) CPI Adjustment. Commencing January 1, 2022, the TF shall be adjusted on January 1st for each Contract Year for the duration of the term of this Agreement in accordance with the following formula:

$$TF = BTF \times \left[1 + \frac{(CPI_x - CPI_B)}{CPI_B} \right]$$

BTF = the Tipping Fee described in Section 3.02(a) above, as adjusted pursuant to this Section 3.02(b).

Notwithstanding the foregoing in no event shall the CPI adjustment and the annual increase in the Tipping Fee be less than two percent (2%) or more than three percent (3%).

Section 3.03 Disposal Fee Adjustments.

(a) The Disposal Fee shall be adjusted to include:

(i) Amounts payable by or to be credited to SCRRRA under Sections 2.01(c), 2.02(b), 2.08(c), 2.09, 3.03(b) and 3.03(c); and

(ii) Amounts payable by or to be credited to SCRRRA hereunder including credits for Undue Delay.

(b) The Disposal Fee shall include all Change in Law Costs. Change in Law Costs shall be determined as provided below.

(i) Within 180 days after the occurrence of a Change in Law affecting the Facility or Wheelabrator, (x) Wheelabrator shall determine whether, and to what extent, the Change in Law is reasonably expected to increase or decrease Wheelabrator’s costs or revenues or reduce the ability of the Facility during the Term to accept or process Acceptable Waste and the estimated Change in Law Costs and (y) Wheelabrator shall provide written notice thereof to SCRRRA. Subject to the provisions of Section 7.03, Wheelabrator shall diligently perform the necessary repairs or reconstruction or install the new additions or equipment at the Facility.

(ii) SCRRRA shall bear a proportionate share of the Change in Law Costs, which proportionate share is defined as the SCRRRA Share, subject to Cost Substantiation and subject to the limitations below. Wheelabrator shall bear all Change in Law Costs not borne by SCRRRA pursuant to the immediately preceding sentence. In no event shall SCRRRA be responsible for Change in Law Costs after the expiration of the Term.

(iii) If any Change in Law Costs result in increased costs or decreased revenue

to Wheelabrator, Wheelabrator shall bill SCRRRA and SCRRRA shall pay as provided in Section 3.01(a) above the SCRRRA Share (or in the first Contract Year, the Approximate SCRRRA Share) of Change in Law Costs incurred by Wheelabrator in each Billing Period, commencing with the first Billing Period after the Billing Period in which any such Change in Law Costs are incurred by Wheelabrator and continuing when and for so long as such cost increases or revenue decreases are incurred by Wheelabrator. The actual SCRRRA Share shall be determined and reconciled in the Annual Settlement Statement. The Capital Cost in each Billing Period shall be an amount equal to (x) the Capital Cost amortized on straight-line basis over the Useful Life of the asset or project required by the Change in Law divided by (y) 12.

(iv) If any Change in Law Costs result in decreased costs or increased revenue to Wheelabrator, the SCRRRA Share (or in the first Contract Year, the Approximate SCRRRA Share) of the Change in Law Costs shall be credited on the bill to SCRRRA in each Billing Period after the Billing Period in which any such Change in Law Costs are incurred by Wheelabrator and continuing when and for so long as such cost decreases or revenue increases are incurred by Wheelabrator. The actual SCRRRA Share shall be determined and reconciled in the Annual Settlement Statement.

(c) If in any Contract Year the Facility accepts Acceptable Waste from a municipality or governmental entity, other than the Town of Lisbon, Connecticut, at a weighted average rate over the Contract Year that is below the Disposal Fee in such Contract Year (the “MFN Rate”) then Wheelabrator shall credit SCRRRA the “MFN Amount”. The MFN Amount is equal to the product of (i) the amount by which the Disposal Fee exceeds the MFN Rate for that Contract Year, multiplied by (ii) the number of Tons of Acceptable Waste accepted by the Facility in that Contract Year from the municipality or governmental entity (“MFN Tons”) at the MFN Rate. Within 60 days after the end of each Contract Year Wheelabrator shall (a) certify that there were no MFN Tons processed at the Facility during such Billing Period or (b) credit on the next statement the applicable MFN Amount to SCRRRA or if the credit exceeds the amount due on such statement, such excess shall be applied on subsequent statements until it is fully applied.

Section 3.04 Monthly Statements.

(a) Not more than five (5) days following the end of each calendar month during a Contract Year (a “Billing Period”), Wheelabrator shall provide to SCRRRA a statement of the Disposal Fees payable by SCRRRA for such calendar month. Each such monthly statement shall provide for the payment of (x) the Tipping Fee for such calendar month multiplied by the actual number of Tons of Acceptable Waste delivered to the Facility and accepted by Wheelabrator by on behalf of SCRRRA during such month, and (y) Disposal Fee Adjustments payable by SCRRRA on a monthly basis, if any.

(b) Each Disposal Fee Adjustment that is to be made on a monthly basis shall take effect and be reflected in monthly statements as soon as the estimated amount of such Disposal Fee Adjustment can be calculated pursuant to the applicable provision of this Article III.

(c) Within 30 days after receipt of a statement from Wheelabrator, SCRRRA shall pay Wheelabrator the net non-disputed amount due shown on such statement. If any portion of

such amount shall not be paid within sixty (60) days after receipt of such statement, Wheelabrator may assess a monthly late fee of 1.5% of any unpaid amount of an invoice accruing from the due date of the invoice or such late fee allowable under applicable law or regulations.

Section 3.05 Annual Settlement; Corrections; Survival.

(a) Within 90 days after the end of each Contract Year, Wheelabrator shall deliver to SCRRRA an Annual Settlement Statement. The Annual Settlement Statement shall show the computation of the Disposal Fees (including all Disposal Fee Adjustments, and the SCRRRA Share of any Change In Law Costs or Force Majeure Termination Avoidance Amounts) for such Contract Year and a reconciliation of such amounts and costs so computed with the amounts and costs paid by SCRRRA pursuant to the monthly statements during such Contract Year, including all adjustments required to reflect any discrepancies between any estimated amounts used in the computation of the Disposal Fee Adjustments provided for in such monthly statements and the actual amounts as determined following such Contract Year.

(b) In the event that SCRRRA has overpaid Wheelabrator, then Wheelabrator shall within 45 days of delivery of the Annual Settlement Statement refund the overpayment to SCRRRA. In the event that SCRRRA has underpaid Wheelabrator, then SCRRRA within 45 days of receipt of the Annual Settlement Statement shall pay to Wheelabrator the additional amount due.

(c) If, after the delivery of the Annual Settlement Statement for any Contract Year, Wheelabrator or SCRRRA becomes aware that the Disposal Fees for such Contract Year should be or have been increased or decreased (whether as a result of an error or as a result of the making of a payment or incurrence of a cost after the delivery of such Annual Settlement Statement that would properly be attributed to such Contract Year), (i) SCRRRA will pay to Wheelabrator an amount equal to the amount by which the Disposal Fees for such Contract Year should be or have been increased, or (ii) Wheelabrator will pay to SCRRRA an amount equal to the amount by which the Disposal Fees for such Contract Year should be or have been decreased, provided that any correction of the Disposal Fees pursuant to this paragraph shall be made within one calendar year following the end of said Contract Year, unless such correction relates to an amount that has been the subject of a dispute between Wheelabrator and SCRRRA. The party becoming aware that the Disposal Fees should be adjusted shall render to the other party a statement setting forth the amount payable and information which reasonably supports the determination of such amount. Payments by the party receiving such statement shall be made within 45 days after receipt of such statement. Payments by the party delivering such statement shall accompany such statement. All payment obligations of SCRRRA or Wheelabrator under this Agreement shall survive any expiration or termination of this Agreement.

ARTICLE IV
FURTHER AGREEMENTS

Section 4.01 Rights to Enforce Obligations.

Wheelabrator shall have the right (but not the obligation) to enforce the obligations of the

SCRRA Communities under the MSWMSA (the “Municipal Obligations”), if and to the extent SCRRA fails to do so and such failure continues for 30 days after written notice thereof from Wheelabrator. SCRRA hereby assigns to Wheelabrator full rights to enforce the Municipal Obligations to the extent provided in the preceding sentence and to the extent permitted by law. In the event that Wheelabrator has rights to enforce the Municipal Obligations, it may do so as though it were originally named in the MSWMSA in the place of SCRRA; and SCRRA hereby names Wheelabrator its attorney-in-fact to enforce the Municipal Obligations to the extent provided herein and shall reasonably cooperate with Wheelabrator in enforcing the Municipal Obligations, including, without limitation, participating in any action or claim as a necessary party. SCRRA shall not terminate any MSWMSA without the prior written consent of Wheelabrator, which consent shall not be unreasonably withheld. SCRRA shall not amend any MSWMSA in such a way that would (a) alter the obligations of the SCRRA Communities to deliver Acceptable Waste to the System, as directed by SCRRA, for ultimate disposal at the Facility, subject to the provisions herein, or pay Service Payments (defined in the MSWMSA) or the Net Cost of Operation (including without limitation Sections 503, 504, 505 and 506 of the MSWMSA) or (b) reduce the term of the MSWMSA, without the prior written consent of Wheelabrator, which consent shall not be unreasonably withheld.

Section 4.02 Licenses, Approvals and Permits. Each party will provide and maintain all licenses, approvals and permits necessary for the performance by it of its obligations under this Agreement.

Section 4.03 Corporate Guaranty

(a) Simultaneous with the execution of this Agreement, Wheelabrator shall provide a guaranty from the Guarantor in the form set forth in Schedule 4.03 hereto (the “Guaranty”). Wheelabrator shall have the right to replace Guarantor with a substitute guarantor under the Guaranty provided it has a tangible net worth of at least \$50,000,000, as reasonably demonstrated by the proposed guarantor.

(b) The Guarantor shall at each quarterly reporting period have and maintain total stockholders’ equity of not less than \$50,000,000, as determined by its unaudited balance sheets prepared in accordance with generally accepted accounting principles in the United States of America. In the event Guarantor’s total stockholders’ equity fall below \$50,000,000 during a quarterly reporting period, it shall have forty-five (45) days to demonstrate that its total stockholder’ equity has returned to \$50,000,000. If Guarantor is unable to demonstrate its total stockholders’ equity is at least \$50,000,000, Guarantor shall supplement the Guaranty with a letter of credit in the amount of \$5,000,000 to secure the obligations of Wheelabrator under this Agreement. For the avoidance of doubt, prior to SCRRA drawing on the above referenced letter of credit, it shall be a requirement that SCRRA has made a demand against the Guaranty and the Guarantor has failed to pay the amount in issue in the time period prescribed therein. If, after the substitution of the Guaranty with a letter of credit, Guarantor can demonstrate that its total stockholders’ equity has returned to at least \$50,000,000 for a quarterly reporting period, SCRRA shall return the letter of credit.

Section 4.04 Obligations of the Parties.

(a) So long as SCRRA is in compliance with its waste delivery and payment obligations under this Agreement, Wheelabrator's obligation under this Agreement shall not be affected by any set-off, counterclaim or recoupment which Wheelabrator may have against SCRRA for any reason whatsoever.

(b) So long as Wheelabrator is in compliance with its waste acceptance obligations under this Agreement, SCRRA's obligation under this Agreement, including the obligations to make payments expressly provided for by the terms of this Agreement, shall not be affected by set-off, counterclaim or recoupment which SCRRA may have against Wheelabrator or any other entity for any reason whatsoever.

(c) Neither party's obligations under this Agreement shall be affected by any defense (other than the defense of noncompliance with the waste delivery or acceptance or payment obligations) which such party may have against the other party until after the final resolution of any dispute over such defense (provided that such resolution may have retroactive effects).

(d) Each party waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel or rescind this Agreement, except for any such rights conferred upon it by the terms and conditions of this Agreement. Nothing in this Section 4.04 shall constitute or be asserted to be a waiver by each party of any rights, remedies or defenses available to it under the express terms and conditions of this Agreement.

Section 4.05 Host Community Benefits. Wheelabrator shall be solely responsible for all host community benefits payable to the Town of Lisbon, whether in the form of taxes, impositions, charges, fees, tariffs, in-kind benefits or otherwise, and which shall not be considered Change in Law Costs.

Section 4.06 SCRRA Budgeting. At least 210 days prior to the commencement of a Contract Year Wheelabrator shall provide to SCRRA (a) an estimate of the aggregate Disposal Fees, including all Disposal Fee Adjustments and (b) the Tipping Fee to be paid by SCRRA in the following Contract Year. SCRRA shall, not less than 180 days prior to commencement of each Contract Year, send to Wheelabrator a copy of the budget it develops for the SCRRA Communities for the next succeeding Contract Year, which shall include the aggregate Disposal Fees, including all Disposal Fee Adjustments, and the Tipping Fee to be paid by SCRRA based on the estimates provided to SCRRA by Wheelabrator.

ARTICLE V CHANGE IN LAW AND FORCE MAJEURE EVENTS

Section 5.01 Performance Excused. The failure or delay of performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of a Change in Law or a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder, including the responsibilities provided in Section 2.09 with regard to the redirection of Acceptable Waste to an Alternate Processing Facility or Landfill. Such failure or delay shall be excused at any time during which performance

is reasonably prevented by such Change in Law or Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Change in Law or Force Majeure Event.

Section 5.02 Limitations.

(a) The provisions of this Article V shall not relieve a party affected by a Change in Law or Force Majeure Event from using commercially reasonable efforts to overcome or remove a Change in Law or Force Majeure Event. The party relying on a Change in Law or Force Majeure Event shall provide prompt notice of the Change in Law or Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Change in Law or Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party relying on a Change in Law or Force Majeure Event and such party shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party.

(b) Without limiting the foregoing provisions of this Article V but to eliminate doubt, no Disposal Fee Adjustments shall be made by reason of a Change in Law or Force Majeure Event other than as provided and with respect to Section 2.09 and Article III herein, and neither party shall be excused with respect to any accrued payment obligations existing as of the date of any Change in Law or Force Majeure Event, by reason thereof; provided, however, that no provision of this Article V is intended to limit the right of Wheelabrator or SCRRRA to exercise remedies provided by applicable law or this Agreement upon the occurrence of a SCRRRA event of breach or default or a Wheelabrator event of breach or default (as the case may be) under this Agreement. Following the occurrence of any Change in Law or Force Majeure Event as to which Wheelabrator has provided notice to SCRRRA, Wheelabrator may from time to time provide notice to SCRRRA of the Force Majeure Costs or Change in Law Costs related to the applicable Change in Law or Force Majeure Event, together with Cost Substantiation, and such notices shall constitute presumptive evidence of Change in Law Costs or Force Majeure Costs for purposes of determining the Force Majeure Termination Threshold; provided, however, that any failure of Wheelabrator to provide SCRRRA such notices shall not affect the right of the Wheelabrator to Force Majeure Termination as provided in Section 7.03.

ARTICLE VI
INDEMNIFICATION

6.01. Indemnification by Wheelabrator.

Wheelabrator agrees, to the maximum extent allowable by law, to indemnify, hold harmless, and defend SCRRRA and the SCRRRA Communities and each of their respective members, directors, employees, officers and agents, (each a “SCRRRA Indemnified Party”) from and against any and all damages, penalties, costs, claims, demands, suits, causes of action and expenses (including attorneys’ fees) which may be imposed upon or incurred by a SCRRRA Indemnified Party as a result of (a) personal injury (including death) or property damage to any

party, including to the person or property of employees of SCRRRA or the applicable SCRRRA Community, arising out of or resulting from any negligent or willful act or omissions of Wheelabrator or its employees, agents or contractors; provided, however, the obligations of this Section shall not extend to any such matters to the extent arising from the negligence or willful misconduct of a SCRRRA Indemnified Party; (b) breach or violation by Wheelabrator of any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (c) any act or omission of Wheelabrator under this Agreement or under the O&M Agreement that may result in any liability for an SCRRRA Indemnified Party under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations of this provision shall survive the termination or expiration of this Agreement.

6.02. Indemnification by SCRRRA.

SCRRRA agrees, to the maximum extent allowable by law, to indemnify, hold harmless, and defend Wheelabrator and its Affiliates and each of their respective members, directors, employees, officers and agents, (each a “Wheelabrator Indemnified Party”) from and against any and all damages, penalties, costs, claims, demands, suits, causes of action and expenses (including attorneys’ fees) which may be imposed upon or incurred by a Wheelabrator Indemnified Party as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Wheelabrator, arising out of or resulting from any negligent or willful act or omissions of SCRRRA or its employees, agents or contractors; provided, however, the obligations of this section shall not extend to any such matters to the extent arising from the negligence or willful misconduct of a Wheelabrator Indemnified Party; (b) breach or violation by SCRRRA or any Authorized Hauler of any of its obligations, covenants, or undertakings herein; (c) breach or violation by SCRRRA or any Authorized Hauler by any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of SCRRRA or any Authorized Hauler under this Agreement that may result in any liability for a Wheelabrator Indemnified Party under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations of this provision shall survive the termination or expiration of this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Term and Conditions Precedent.

(a) This Agreement will be binding upon the parties upon the Execution Date but shall not become effective until the Service Commencement Date other than any obligations that by their express terms require performance prior to the Service Commencement Date. The term of this Agreement shall commence on the Service Commencement Date and expire on December 31, 2030 (the “Term”).

(b) Notwithstanding Section 7.01(a) hereof the obligations of Wheelabrator under this

Agreement are subject to the satisfaction or waiver by Wheelabrator of each of the following conditions:

(i) SCRRRA shall have delivered to Wheelabrator an acknowledgment by each of the SCRRRA Communities of the rights of Wheelabrator set forth in Section 4.01, in such form as reasonably requested by Wheelabrator.

(ii) SCRRRA shall have delivered to Wheelabrator an amendment to the MSWMSA for each SCRRRA Community, in a form reasonably acceptable to Wheelabrator, to (v) extend the term of each MSWMSAs to be equal to the Term, (w) designate the Facility as the Facility (as defined in the MSWMSA) under each MSWMSA, (x) confirm the obligation of each SCRRRA Community to deliver all Acceptable Waste generated in each respective municipality to the System as directed by SCRRRA and which Acceptable Waste will ultimately be delivered to the Facility for disposal, subject to the provision herein, (y) confirm that the Facility is part of the System (as defined in the MSWMSA) and (z) provide for such other matters as Wheelabrator may reasonably request to confirm and secure the obligations of SCRRRA under this Agreement.

(iii) SCRRRA shall have delivered to Wheelabrator an ordinance adopted by each SCRRRA Community, in a form reasonably acceptable to Wheelabrator, that requires that all Acceptable Waste generated in each SCRRRA Community be delivered to the System, as directed by SCRRRA or a SCRRRA Community for ultimate delivery to the Facility for disposal, subject to the provisions herein.

(iv) Wheelabrator and the Town of Lisbon shall have entered into a host community agreement, in a form satisfactory to Wheelabrator.

(v) SCRRRA shall have delivered to Wheelabrator on the Service Commencement Date a certificate from (x) SCRRRA certifying that the representations and warranties set forth in Section 7.15 are true and correct as of the Service Commencement Date and (y) each of the SCRRRA Communities that the representation and warranty in Section 7.15(f) with respect to each such SCRRRA Community is true and correct as of the Service Commencement Date, in such form as reasonably requested by Wheelabrator.

(c) Notwithstanding Section 7.01(a) hereof the obligations of SCRRRA under this Agreement are subject to the satisfaction or waiver by SCRRRA of the condition that Wheelabrator shall have delivered to SCRRRA on the Service Commencement Date a certificate from Wheelabrator certifying that the representations and warranties set forth in Section 7.16 are true and correct as of the Service Commencement Date, in such form as reasonably requested by SCRRRA.

(d) In the event that the conditions in Section 7.01(b)(i), (ii), (iii) and (v) are not satisfied or waived by Wheelabrator on or prior to the Service Commencement Date then Wheelabrator, upon thirty (30) days' notice to SCRRRA, may terminate this Agreement. In the event that the condition in Section 7.01(c) is not satisfied or waived by SCRRRA on or prior to the Service Commencement Date then SCRRRA, upon thirty (30) days' notice to Wheelabrator, may terminate this Agreement. In the event that the condition set forth in Section 7.01(b)(iv) is not satisfied or waived by Wheelabrator on or prior to December 31, 2019 then either Wheelabrator or SCRRRA, upon thirty (30) days' notice to the other party, may terminate this Agreement. Each of the parties shall use reasonable efforts and proceed with due diligence to satisfy the foregoing conditions precedent within its control.

Section 7.02 Termination for Breach; Limitation of Liability.

(a) In the event there should occur any material breach or material default in the performance of any covenant or obligation of Wheelabrator hereunder which has not been remedied within 60 days after receipt of notice from SCRRRA specifying such breach or default, SCRRRA may, if such breach or default is continuing, terminate this Agreement upon 30 days' notice to Wheelabrator, provided that if such default is not a payment default and can be cured, and Wheelabrator shall have commenced to take appropriate steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as Wheelabrator is continuing to take appropriate steps to cure such default or breach.

(b) In the event there should occur any material breach or material default in the performance of any covenant or obligation of SCRRRA hereunder which has not been remedied within 60 days after receipt of notice from Wheelabrator specifying such breach or default, Wheelabrator may, if such breach or default is continuing, terminate this Agreement upon 30 days' notice to SCRRRA, provided that if such default is not a payment default and can be cured, and SCRRRA shall have commenced to take appropriate steps to cure such breach or default within a reasonable period of time, the same shall not constitute a breach or default hereunder for so long as SCRRRA is continuing to take appropriate steps to cure such default or breach.

(c) The rights of termination provided hereunder are not exclusive of and may be exercised without prejudice to any rights provided by law to any party hereunder for any breach or default by any other party, provided that neither party may exercise such right of termination for a default which is not a payment default if damages would provide an adequate remedy.

(d) In no event shall either party be liable or obligated in any manner to pay special, consequential, punitive, incidental or similar damages on claims arising out of the performance or non-performance by such party of its obligations under this Agreement or the transactions contemplated hereby, or resulting from down-time at the Facility, whether such claims are based upon contract, tort, warranty or some other legal theory, or are asserted directly against the liable party or by third parties against the other party. Each party's obligations hereunder shall be limited to those expressly set out and assumed by such party under this Agreement. The execution and delivery of this Agreement by either party does not impose any personal liability on the members, officers, employees or agents of either party. No recourse may be had by either party for any claims based on this Agreement against any member, officer, employee or other agent of the other party in his or her individual capacity, all such liability, if any, being expressly waived by both parties by the execution of this Agreement.

Section 7.03 Force Majeure Termination.

(a) If the cumulative total Change in Law Costs and Force Majeure Costs, in excess of any insurance proceeds or damages recovered from third parties, for which Wheelabrator is responsible, exceeds or are reasonably expected to exceed during the Term \$8,750,000 (such amount being the "Force Majeure Termination Threshold"), then Wheelabrator shall have the right to terminate this Agreement without payment of any termination fee or other amount (a "Force Majeure Termination") by providing at least 180 days written notice thereof to SCRRRA at any time after such Force Majeure Termination Threshold has been or will be reached.

(b) SCRRRA shall have the right to avoid the Force Majeure Termination by agreeing to pay, and promptly paying to Wheelabrator the SCRRRA Share of the Change in Law Costs and Force Majeure Costs, incurred by Wheelabrator from time to time, in excess of \$8,750,000 (the “Force Majeure Termination Avoidance Amount”). If Wheelabrator does not exercise an applicable Force Majeure Termination or if SCRRRA avoids the Force Majeure Termination pursuant to the immediately preceding sentence, then this Agreement shall continue uninterrupted and in full force and effect.

(c) In the case that Wheelabrator does not exercise an applicable Force Majeure Termination, such non-exercise shall not be deemed a waiver of Wheelabrator’s right to include any and all Change in Law Costs and Force Majeure Costs as part of the Force Majeure Termination Threshold and to exercise a Force Majeure Termination.

Section 7.04 Disputes. All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Agreement, or the breach hereof, which the parties (i.e., SCRRRA, on the one hand, and Wheelabrator, on the other) are unable to resolve themselves shall be resolved by a court of competent jurisdiction in Connecticut, unless the parties agree to do so by arbitration or mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The parties and the SCRRRA Communities shall continue to perform all of their obligations under this Agreement during the pendency of any proceeding under this Section.

Section 7.05 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

Section 7.06 Relationship of the Parties. Except as otherwise explicitly provided herein, no party to this Agreement will have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement will be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

Section 7.07 Notices. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Wheelabrator:
100 Arboretum Drive
Portsmouth, NH 03801
Attn.: General Counsel
E-Mail: mofriel@wtienergy.com

If to SCRRRA:
7 Hurlburt Road
Gales Ferry, CT 06335
Attention: Executive Director
E-Mail: DAldridge@SCRRRA.ORG

With a copy to:

MKRB
Hartford Square North, 2nd Floor
10 Columbus Boulevard
Hartford, CT 06106
Attention: Attorney Richard L. Barger
E-Mail: rbarger@mkrb.com

Changes in the respective addresses to which such notices may be directed, may be made from time to time by any party by notice to the other parties.

Section 7.08 Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Wheelabrator and SCRRRA, together with their respective successors and assigns. This Agreement may not be assigned or encumbered by any party without the consent of the other parties, except that SCRRRA's consent shall not be required for an assignment by Wheelabrator of its rights and obligations hereunder (a) to another Affiliate; (b) as security for any financing of the Facility; or (c) to a successor-in-interest to Wheelabrator or the Facility. SCRRRA (i) acknowledges that pursuant to the O&M Agreement the Facility may be transferred to Wheelabrator or another person as provided in the O&M Agreement and (ii) agrees that any such transfer shall not constitute an assignment under this Agreement or require the approval of SCRRRA or any SCRRRA Community so long as Wheelabrator (or any permitted assignee provided in this Section 7.08) continues to perform its obligations as provided in this Agreement.

Section 7.09 Waiver; Amendment. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

Section 7.10 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.11 References and Headings; Schedules. All references herein to Sections, Articles and Schedules are to sections and articles of and schedules to this Agreement. All Schedules are hereby incorporated into and made a part of this Agreement. Section and article headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in any number of

counterparts and by the different parties hereto on separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument.

Section 7.13 Entire Agreement. This Agreement with its Schedules constitutes the entire agreement among the parties with respect to the subject matter hereof and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

Section 7.14 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

Section 7.15 Representations and Warranties of SCRRA. SCRRA represents and warrants to Wheelabrator as follows:

(a) SCRRA is a public instrumentality and political subdivision of the State duly organized and validly existing under the constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by SCRRA and constitutes a legal, valid and binding obligation of SCRRA, enforceable against SCRRA in accordance with its terms.

(c) Neither the execution nor delivery by SCRRA of this Agreement, nor the performance by SCRRA of its obligations in connection with the transactions contemplated hereby nor the fulfillment by SCRRA of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to SCRRA, or (ii) conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to which SCRRA is a party or by which SCRRA or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority or referendum of voters is required for the valid execution and delivery by SCRRA of this Agreement or the performance by SCRRA of its payment or other obligations hereunder except such as have been disclosed to Wheelabrator and have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court of governmental authority, or proceeding for referendum or other voters' initiative, pending or, to the best of SCRRA's knowledge, threatened against SCRRA or its obligations hereunder or under the other transactions contemplated hereby, or which in any way questions the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by SCRRA in connection with the transactions contemplated hereby, or would materially

adversely affect the ability of SCRRRA to perform its obligations hereunder, except such as have previously been disclosed to Wheelabrator in writing.

(f) The MSWMSAs are in full force and effect, are legal, valid and binding obligations of SCRRRA and the SCRRRA Communities party thereto, require the SCRRRA Communities to deliver all of the Acceptable Waste generated in their municipality for disposal to the System, as directed by SCRRRA, and subject to the provisions of this Agreement will remain otherwise unaffected.

Section 7.16 Representations and Warranties of Wheelabrator. Wheelabrator represents and warrants to SCRRRA as follows:

(a) Wheelabrator is a corporation duly organized and validly existing under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement by Wheelabrator have been duly authorized by Wheelabrator and the Guarantor.

(c) Neither the execution nor delivery by it of this Agreement, nor the performance by it of its obligation in connection with the transactions contemplated hereby or the fulfillment by it of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law, or governmental regulation applicable to it, or (ii) conflicts with, violates, or results in a breach of any term or condition of any order, judgment or decree, or any agreement or instrument, to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority is required for the valid execution and delivery of this Agreement by it, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or, to the best of its knowledge, threatened against it, which might materially adversely affect the performance by it of its obligations hereunder or under the transactions contemplated hereby, or which, in any way, questions the validity, legality or enforceability of this Agreement, or any other agreement or instrument entered into by it in connection with the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first above written.

WHEELABRATOR LISBON INC.

By: Michael O'Neil
Name: Michael O'Neil
Title: Senior Vice President

SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCE RECOVERY AUTHORITY


By: _____
Name: John Phetteplace
Title: President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first above written.

WHEELABRATOR LISBON INC.

By: _____
Name:
Title:

SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCE RECOVERY AUTHORITY

By:  _____
Name: John Phetteplace
Title: President

Schedule 1

List of SCRRRA Communities

East Lyme (Including CT Correctional Inst – York prison)

Griswold

Groton

Ledyard

Montville (Including Mohegan Sun Resort, Corrigan Correctional Inst, Radgowski Correctional Inst)

New London

North Stonington

Norwich

Preston

Sprague

Stonington

Waterford

Fishers Island

Schedule 2

Waste Delivery Schedule

Delivery of SCRRRA Tons shall not exceed 145,000 Tons per annum, nor 13,500 Tons in any one month, 3,020 Tons in any one week, or 850 Tons in any one day.

Schedule 2.04(b)

OPERATOR INSURANCE

During the term of this Agreement, Wheelabrator shall keep in force, the following minimum insurance coverages on an occurrence basis with insurance companies rated "A-" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Commercial General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Commercial Automobile Liability Insurance, including non-owned and hired and owned vehicle coverage	For bodily injury and property damage	
	Per Occurrence	\$1,000,000
Workers' Compensation Insurance	Statutory	
Employers' Liability Insurance	Per Occurrence	\$1,000,000
Commercial Excess Umbrella	Per Occurrence	\$4,000,000
Pollution Insurance	Per Occurrence	\$5,000,000

Prior to the Service Commencement Date, Wheelabrator shall furnish to SCRRA certificates of insurance or other evidence satisfactory to SCRRA to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Wheelabrator will furnish to SCRRA certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein (shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Southeastern Connecticut Regional Resource Recovery Authority ("SCRRA") is named as an additional insured with respect to the commercial general, excess umbrella, pollution, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of SCRRA and its affiliates as their interest may appear with respect to all policies described herein."

Schedule 2.04(c)(i)

Facility Safety Rules and Regulations

Tipping Floor Rules and Procedures for Haulers and Drivers

Each Hauler and Driver must follow the signs posted at each facility. Signs are posted at the scale house and the entrance to the Tipping Building. When in doubt of what to do, always ask the Loader Operator for assistance.

The following are tipping floor/receiving area standards:

- Do not enter the Tipping Building without receiving directions from the Loader Operator.
- While on-site, always obey all signs, signals and instructions from the Loader Operator.
- Be aware of other vehicles around you and drive slowly.
- The person exiting the delivery vehicle shall always wear the required personal protective equipment (PPE) listed below:
 - Hard hat;
 - Sturdy work shoes; (recommended puncture resistant safety toe shoe)
 - Eye protection; and
 - High-visibility vest (ANSI Class II otherwise listed as REFLECTIVE).
- All delivery vehicle occupants must remain in their vehicles when entry and exit ramps to the tipping floor are higher than 4ft above a lower level and the sides or edges of the ramp are not protected by use of an OSHA-compliant guardrail system.
- Dump your load no closer than 15 feet from the pit edge unless specified by the Loader Operator due to a potential fall hazard.
- Not more than one person per waste delivery vehicle may exit a vehicle on the Tipping Floor. All other vehicle occupants must remain in the vehicle.
- The riding of a person on the outside of delivery vehicle is prohibited.
- The person exiting the vehicle must stay within 6 feet of their vehicle when in the Tipping Building.
- Vehicles are not to be left unattended.
- The person exiting the vehicle shall stay at least 15 feet away from the pit opening.
- After tipping their load, delivery vehicles shall pull away from the pit to a clear, safe area as directed within the Tipping Building to close the vehicle doors.
- Any violation of these rules by a waste delivery vehicle driver or occupant will be reported to the hauling company's district office, the plant manager and facility OHS manager.
- Smoking is not permitted in the Tipping Building and is only permitted in posted areas.
- Scavenging is prohibited at all times.
- Cell phone use is prohibited while driving vehicles or operating the controls of equipment or vehicles.

Failure to comply with these rules will subject the delivery vehicle occupants and their company to being banned from the facility.

Doc#: OPS-COR-410	Rev. 1	Title: Tipping Floor Operations (and Safety Rules)
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Revision history is located on the final page of this document

1. PURPOSE

This procedure describes the operation requirements and precautions to be taken to ensure safe and efficient operations during the receiving and unloading of waste vehicles in the tipping floor area.

2. SCOPE

This procedure applies to all Wheelabrator facilities to the extent applicable.

3. REFERENCES

- [FM-OPS-COR-410-1](#) Tipping Floor Rules and Procedures for Haulers and Drivers (Handout)
- [FM-OPS-COR-410-2](#) Tipping Floor Rules and Procedures Violations Form
- [OHS-COR-392](#) Yellow Iron Equipment Safety
- [FM-OHS-COR-392-1](#) Yellow Iron Daily Inspection Form

4. RESPONSIBILITIES

4.1. PLANT MANAGER;

4.1.1. Ensures all tipping floor violations with haulers and their company are addressed and determines appropriate level of consequence based upon nature of violation and frequency.

4.1.2. Ensures the Tipping Floor Rules and Procedures OPS-COR-410-1 are:

- Available and communicated at least annually, or with any revision in one of the following formats.
- Signage
- Hard copy handout

4.2. OPERATIONS MANAGER:

4.2.1. Has overall responsibility for the implementation and adherence to this procedure.

HARD COPY IS CONSIDERED REFERENCE ONLY, VERIFY REVISION IN O-BOX BEFORE USE

PROPRIETARY DATA NOTICE TO ALL RECEIVING THIS DOCUMENT

The information contained in this document was developed at the private expense by Wheelabrator Technologies, Inc. The contents are deemed proprietary and all patent rights are reserved. Any submission is in a spirit of confidence and acceptance is deemed to be an acknowledgment of the confidential relationship. Information contained hereon not lawfully obtained from another source shall not be released, duplicated, used or disclosed in whole or in part for any procurement or manufacturing purpose without the prior written permission of the president, Wheelabrator Technologies, Inc.

4.2.2. Reviews this document in conjunction with the local facility OHS manager to:

- Determine whether supplementary documentation is needed at the plant level to address issues specific to the plant or special waste handling requirements.
- Ensures site inspections are conducted as needed to sustain this program.

4.3. OHS MANAGER:

4.3.1. Reviews this document in conjunction with the local facility OPS manager to:

- Determine whether supplementary documentation is needed at the plant level to address issues specific to the plant or special waste handling requirements.
- Ensures site inspections are conducted as needed to sustain this program.

4.4. ENVIRONMENTAL MANAGER:

4.4.1. Reviews any special waste receiving and handling requirements and provides guidance to facility staff.

4.5. SHIFT SUPERVISORS:

4.5.1. Have responsibility for proper day-to-day operation of the Tipping Floor and adherence to this procedure.

4.6. LOADER OPERATOR;

4.6.1. Direct and control all traffic entering and leaving the tipping floor area.

4.6.2. Ensure that exclusion zones are maintained at all times around vehicles

4.6.3. Ensure that all delivery drivers follow the posted Safety Rules [FM-OPS-COR-410-1 Tipping Floor Rules and Procedures for Haulers and Drivers](#).

4.6.4. Complete the Tipping Floor Rules and Procedures Violations form OPS-COR-410-2 and turn in to management for each observed violation of this procedure.

5. PROCEDURE:

The following general standards apply to all tipping floor and receiving areas. If a facility is not able to comply with these standards a written request for variance shall be made to the Director of EHS at the corporate office.

HARD COPY IS CONSIDERED REFERENCE ONLY, VERIFY REVISION IN O-BOX BEFORE USE

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5.1. TIPPING FLOOR GENERAL STANDARDS

5.1.1. Each facility must post signs at the scale house and the entrance to the Tipping Building stating the rules. The minimum size for the sign is 4 feet X 6 feet with 2-inch high letters. Facilities that do not meet these size requirements shall modify signage when it is updated. The following is a summary of the rules that must be listed.

- Do not enter the Tipping Building without receiving directions from the Loader Operator.
- While on-site, always obey all signs, signals and instructions from the Loader Operator.
- Be aware of other vehicles around you and drive slowly.
- All delivery vehicle occupants must remain in their vehicles when entry and exit ramps to the tipping floor are higher than 4ft above a lower level and the sides or edges of the ramp are not protected by use of an OSHA-compliant guardrail system.
- Dump your load no closer than 15 feet from the pit edge unless specified by the Loader Operator due to a potential fall hazard.
- Not more than one person per waste delivery vehicle may exit a vehicle on the Tipping Floor. All other vehicle occupants must remain in the vehicle.
- The riding of a person on the outside of delivery vehicle is prohibited.
- The person exiting the vehicle must stay within 6 feet of their vehicle when in the Tipping Building.
- Vehicles are not to be left unattended.
- The person exiting the vehicle shall stay at least 15 feet away from the pit opening.
- After tipping their load, delivery vehicles shall pull away from the pit to a clear, safe area as directed within the Tipping Building to close the vehicle doors.
- Any violation of these rules by a waste delivery vehicle driver or occupant will be reported to the hauling company's district office, the plant manager and facility OHS manager.
- Smoking is not permitted in the Tipping Building and is only permitted in posted areas.
- Scavenging is prohibited at all times.
- Cell phone use is prohibited while driving vehicles or operating the controls of equipment or vehicles.
- Failure to comply with these rules will subject the delivery vehicle occupants and their company to being banned from the facility.

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5.2. DELIVERY VEHICLE DUMPING PROCEDURE

5.2.1. The Loader Operator will direct the driver to enter the Tipping Building and signal where to dump.

5.2.2. If more than one person is required to unload a vehicle, it will be considered a “Special Waste” load and shall be handled according to the requirements below for Assured Destruction/Special Wastes/International Waste/Witness Burn, section 5.8.

5.2.3. The Loader Operator ensures a minimum 15-foot exclusion zone around each delivery vehicle and will designate a bay or location for dumping based on the type of vehicle Delivery Vehicles must dump their loads specified by the Loader Operator in accordance with the following:

- Front-end Loader (FEL), Rear-end Loader (REL) will always dump their loads 15 feet from the pit edge.
- Transfer Station Trailers and Roll-off containers may be permitted to dump directly into the pit once their doors have been opened in a safe location; the doors are secured from moving, and they are directed to do so.
- At no time shall any part of a delivery truck extend into the pit unless the cranes are parked except as noted in section 5.8.

5.2.4. The directing of traffic shall be made from the Front-end Loader.

5.3. PERSONAL PROTECTIVE EQUIPMENT (PPE)

5.3.1. The person exiting the delivery vehicle, all WTI employees, contractors, visitors or others conducting business on the Tipping Floor shall always wear the required personal protective equipment (PPE) listed below:

- Hard hat;
- Sturdy work shoes; (recommended puncture resistant safety toe shoe)
- Eye protection; and
- High-visibility vest (ANSI Class II otherwise listed as REFLECTIVE).

5.4. FRONT-END LOADER EQUIPMENT AND INSPECTIONS

5.4.1. All loaders and other heavy equipment used in the Tipping Building shall be equipped with the following equipment:

- Loud speaker or public address system to clearly communicate with people on the Tipping Floor or in other vehicles in the Tipping Building;
- Working back-up alarms capable of being heard during high ambient noise periods;
- Back-up camera with monitor mounted in the cab; and
- Blind-spot sensors such as radar or proximity alarms to provide warning of fixed objects or pressure sensitive bumpers with integral emergency-stops.

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5.5. INSPECTIONS

- 5.5.1. Loaders and other heavy equipment used on the Tipping Floor are required to be inspected each shift per the requirements of OHS-COR-392 Yellow Iron Equipment Safety using FM-OHS-COR-392-1 Yellow Iron Daily Inspection Form.
- 5.5.2. Items that do not meet the inspection criteria shall be reported immediately in Tabware to be corrected and the appropriate action be taken as determined by plant management.
- 5.5.3. At the end of each week the completed inspection form is reviewed by the operations/maintenance manager and any identified concerns shall be addressed.

5.6. WORK ACTIVITIES ON THE TIPPING FLOOR

5.6.1. The Loader Operators are the only Wheelabrator employees routinely allowed to work in the Tipping Building. Other employees or contractors are permitted to work within the Tipping Building to conduct repair and maintenance activities, to conduct waste inspections, to escort visitors and in case of an emergency, provided the following conditions are met:

- Employees or contractors shall, at a minimum, notify the Loader Operator of the type and location of the work to be done before starting the work and shall mark the area where the work will be done with safety tape, barrels, barricades or other equivalent high-visibility markers.
- Employees or contractors moving closer than 15 feet from the pit opening shall notify the Loader Operator and Crane Operator in advance of this activity and shall be protected from falling by the use of one or more of the following OSHA-compliant systems, as approved by OHS management:
 - Guardrail system
 - Travel-restraint system attached to a rated and approved anchor point
 - Personal fall arrest system attached to a rated and approved anchor point
 - A Designated Area warning line system
- A plan to protect the worker from falling material shall be coordinated with and communicated to the Crane Operator(s) and Shift Supervisor when employees move closer than 15 ft. from the pit opening.

5.7. ESCORTING VISITORS ONTO THE TIPPING FLOOR

- 5.7.1. All visitors shall be escorted at all times on the tipping floor and any safety precautions communicated prior to entering the tipping area
- 5.7.2. Facilities that have clearly delineated and protected “safe zone” pathways along the wall of the building do not have to cease Tipping Floor operations during the passage of people along the pathway.

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5.7.3. If visitors and the escort need to leave the pathway, the escort is to notify the Loader Operator who will then park and shut down the machine.

5.7.4. In the situation where the loader needs to be operating while visitors and escorts are on the tipping floor e.g., waste inspections; a pre-job safe briefing will be conducted with the loader operator.

5.8. ASSURED DESTRUCTION, WITNESS BURNS, SPECIAL WASTES, OR INTERNATIONAL WASTES (AD/WB/SW/IW)

5.8.1. When receiving AD/WB/SW/IW the following general standards apply:

- Facilities should attempt to schedule deliveries materials during low waste delivery traffic hours.
- After the AD/WB/SW/IW delivery vehicle has parked on the Tipping Floor, the Loader Operator shall park the loader until the AD/SW/IW/WB vehicle has unloaded and all “pedestrians” are off the Tipping Floor, e.g., in the delivery vehicle or exited the Tipping Building or located in a safe zone within the Tipping Building, to witness the movement/feeding of the waste material.
- Where AD/WB/SW/IW loads are required to be dumped directly into the pit, the tipping floor operator will ensure communication between the crane and Loader Operators is maintained.
- No AD/WB/SW/IW loads can be dumped directly into the pit without the coordination of the crane and Loader Operators.
- Individuals are not permitted to hand carry AD/WB/SW/IW loads and dump them directly into the pit unless the requirements of (Sect 5.8) AD/WB/SW/IW and (Sect 5.6) Work Activities on the Tipping Floor are met. Alternative methods such as using the loader bucket must be implemented. During periods of dumping, personnel must remain in their vehicle or in a predetermined safe viewing area.

5.8.2. More detailed receiving and handling protocols specific to a particular type of waste based on environmental, health & safety or operational requirements will be developed locally by the management team and communicated accordingly.

5.9. PLANT SAFETY RESPONSIBILITIES

5.9.1. All facilities shall mark 15 feet from the pit edge with signs or markers easily recognizable by a driver.

5.9.2. Portable toilets will not be located within the Tipping Building.

5.9.3. Eye-wash stations shall be made available in close proximity to the tipping floor.

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5.10. TIPPING FLOOR VIOLATIONS

- 5.10.1. Any violation of these rules by a waste delivery vehicle driver or occupant shall be reported to the hauling company's District Office, the Plant Manager and facility OHS Manager.
- 5.10.2. The Loader Operator shall document the hauling company violation using the FM-OPS-COR-410-2 Tipping Floor Rules and Procedures Violations Form.
- 5.10.3. WTI employees or WTI contractors that do not observe the Tipping Floor Rules and Procedures for Haulers and Drivers are subject to disciplinary action, up to and including termination.
- 5.10.4. Hauling companies and operators that do not follow the tipping floor policy are subject to being banned from the facility.

6. RECORDS

Record	Info to be recorded	Location
Yellow Iron Inspection Form	Equipment status	OPS Manager
FM-OPS-COR-410-2 Tipping Floor Rules and Procedures Violations Form.	Tipping Floor Violations	Plant Manager

(Records maintained in accordance with WQMS-4.2.4 Records Control)

7. REVISION HISTORY

Revision level	Approval date	Summary of changes	Approved by:
Initial release	08-14-2013	Initial release	J Bradley, Quality Representative

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Schedule 2.04(c)(ii)

AUTHORIZED HAULER INSURANCE REQUIREMENTS

During the term of this Agreement, each SCRRA Community delivering waste directly to the Facility shall keep in force, and shall cause all Authorized Haulers to keep in force, the following minimum insurance coverages on an occurrence basis with insurance companies rated “A-” or better by A.M. Best rating service, or, with respect to the SCRRA Communities only, on a self-insured basis:

<u>Coverages</u>	<u>Limits of Liability</u>	
Commercial General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Commercial Automobile Liability Insurance, including non-owned and hired and owned vehicle coverage	For bodily injury and property damage	
	Per Occurrence	\$1,000,000
Workers’ Compensation Insurance	Statutory	
Employers’ Liability Insurance	Per Occurrence	\$1,000,000
Commercial Excess Umbrella	Per Occurrence	\$4,000,000

The commercial general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by each Authorized Hauler in this Agreement.

Prior to the Service Commencement Date, SCRRA shall and shall require each SCRRA Community to furnish to Wheelabrator certificates of insurance or other evidence satisfactory to Wheelabrator to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, SCRRA will and will require each SCRRA Community to furnish or cause to be furnished to Wheelabrator certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the Term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein for (i) Authorized Haulers or, (ii) if each SCRRA Community delivers municipal solid waste directly to the Facility, each SCRRA Community shall be endorsed with, and the certificates of insurance shall contain, the following language:

“Wheelabrator Lisbon, Inc., Granite Acquisition, Inc. (“Wheelabrator”), and the Eastern Connecticut Resource Recovery Authority (“ECRRA”) are named as an additional insureds with respect to the commercial general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter’s

rights of subrogation applies in favor of the Wheelabrator and its affiliates as their interest may appear with respect to all policies described herein.”

Schedule 3

SCRRRA AUTHORIZED HAULER'S DECLARATION

As the duly authorized and designated representative of [insert SCRRRA Authorized Hauler's name] (the "Hauling Company"), I hereby certify for myself and for and on behalf of the Hauling Company that:

1. The Hauling Company has been advised and instructed concerning working conditions, including potential hazards and specified rules as described in.

[FM-OPS-COR-410-1 Tipping Floor Rules and Procedures

for Haulers and Drivers.]

2. The Hauling Company acknowledges that it has read the above mentioned policy and has communicated this policy to all employees that will deliver to Facility.

3. List a contact person and phone number for the representative of the Hauling Company to whom additional safety and health information can be provided, if needed.

Name:

Telephone Number:

4. The Hauling Company has provided proof of required insurance.

Hauling Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Schedule 4.03

Corporate Guaranty

GUARANTY

Of

GRANITE ACQUISITION, INC..
for the benefit of the

SOUTHEASTERN CONNECTICUT REGIONAL
RESOURCE RECOVERY AUTHORITY

in respect of obligations of

WHEELABRAOR LISBON INC.

dated as of March 28, 2019

This GUARANTY, made and delivered as of March 28, 2019 (the “Guaranty”), by Granite Acquisition, Inc. , a Delaware corporation (the “Guarantor”), for the benefit of the Southeastern Connecticut Regional Resource Recovery Authority, a body politic and corporate, organized and existing under the laws of the State of Connecticut (the “Authority”), in respect of the obligations of Wheelabrator Lisbon Inc. (the “Company”).

WITNESSETH

WHEREAS the Company has entered into an agreement dated the date hereof with the Eastern Connecticut Resource Recovery Authority (“ECRRA”) to operate and maintain the Authority’s mass burn resource recovery facility for disposing of waste (the “O&M Agreement”), which facility is located in Lisbon, Connecticut (together with all additions, replacements, appurtenant structures, improvements and equipment in connection therewith, the “Facility”) commencing December 19, 2020;

WHEREAS under the O&M Agreement the Company has the right to enter into waste disposal agreements with third parties for its own account;

WHEREAS the Company and the Authority have entered into an agreement for the disposal of Acceptable Waste at the Facility dated the date hereof (the “Service Agreement”) commencing January 1, 2021;

WHEREAS a condition to the Authority entering into the Service Agreement is that the Guarantor guarantee the obligations of the Company under the Service Agreement; and

WHEREAS the Guarantor is willing to enter into this Guaranty because of the benefits the Company will receive under the Service Agreement.

NOW, THEREFORE, as an inducement for the Authority to enter into the Service Agreement and in consideration of the foregoing premises and of other good and valuable consideration, the Guarantor does hereby covenant and agree with the Authority as follows:

SECTION 1. Definitions

Except as otherwise defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Service Agreement.

“Bankrupt” means with respect to any entity, such entity:

- (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it;
- (ii) makes an assignment or any general arrangement for the benefit of creditors;

- (iii) otherwise becomes bankrupt or insolvent (however evidenced);
- (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets;
or
- (v) is generally unable to pay its debts as they fall due.

SECTION 2. Guaranty.

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Authority the due and punctual performance of all obligations of the Company under the Service Agreement (the "Obligations"). In the event that the Company shall fail to perform any such Obligations in accordance with the Service Agreement, the Guarantor will forthwith cause the performance and satisfaction of the Obligations on behalf of the Company. The Guarantor shall be entitled to all of the benefits, limitations, counterclaims and defenses to which the Company is or may be entitled to arising from or in connection with the Service Agreement except those benefits, limitations, counterclaims and defenses arising because the Company is or has become Bankrupt.

(b) The Guaranty hereunder shall be a continuing, absolute, and unconditional guarantee of performance as aforesaid and shall remain in full force and effect until the Obligations of the Company under the Service Agreement shall have been fully discharged in accordance with the terms and provisions thereof.

(c) This Guaranty and the liability of the Guarantor hereunder shall remain in full force and effect and shall in no way be affected or impaired by, and no notice to the Guarantor shall be required, except as specifically required in the Service Agreement, in respect of any compromise, waiver, settlement, release, renewal, extension, indulgence, change in or modification of any of the obligations and liabilities of the Company under the Service Agreement; and no failure, neglect, or omission on the part of the Authority or any other person to give the Guarantor notice of any default by the Company under the Service Agreement, shall affect or impair the liabilities of the Guarantor hereunder.

(d) This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and Guarantor specifically agrees that in the event of a failure by the Company to pay or perform any obligation under the Service Agreement constituting an Obligation, the Authority shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Company or any other person or exhausting any other remedies which the Authority may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that the Authority (1) file suit or proceed to obtain or assert a claim for personal judgment against the Company, (2) make any other effort to obtain performance of such Obligation from the Company, including payment, (3) foreclose against or seek to realize upon any security for such Obligation, or (4) exercise or

assert any other right or remedy to which the Authority is or may be entitled in connection with such Obligation. Upon any failure in the performance of any Obligation, including payment, the liability of the Guarantor shall be effective without notice and shall immediately be performed.

(e) The obligations of the Guarantor set forth in Section 2 are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Company shall have fully discharged the Obligations in accordance with their respective terms, and shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or satisfaction of, such Obligations or as provided in Section 2(a) hereof) based on any claim that the Guarantor may have against the Company, the Authority, ECRRA or any other person, provided, however, the Guarantor expressly reserves the right to pursue any claims against any of the foregoing in a separate proceeding. Without limiting the foregoing, the obligations of the Guarantor to perform an obligation hereunder shall not be released, discharged or in any way affected by reason of any of the following (whether with or without notice to, knowledge by or further consent of the Guarantor):

(i) the waiver by the Authority of the payment, performance or observance by the Company or any other person of the terms and conditions contained in the Service Agreement, or any default thereunder;

(ii) the extension by the Authority of the time for performance and discharge by the Company of any of the Obligations, including payment, or the extension or renewal of this Guaranty or the Service Agreement;

(iii) any exercise of or failure, omission or delay by the Authority in the exercise of any right, power or remedy conferred on the Authority with respect to this Guaranty or the Service Agreement;

(iv) any permitted transfer or assignment of rights or obligations under the Service Agreement or any permitted assignment, conveyance or other transfer of the Authority's interests in the Facility;

(v) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the Company or the Authority in the Facility;

(vi) other than with respect to the obligation of the Company under the Service Agreement giving rise to an Obligation, any compromise, settlement, release, renewal, extension, indulgence, amendment, change, waiver or modification in respect of any of the obligations of the Company under the Service Agreement;

(vii) any compromise, settlement, release, renewal, extension, indulgence, amendment, change, waiver or modification in respect of any of the terms or conditions of the Service Agreement;

(viii) the voluntary or involuntary liquidation, dissolution, sale or other

disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Company or the Guarantor or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or the Service Agreement in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted, it being the intent and purpose of this Guaranty that Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding),

(ix) any sale or other transfer by the Guarantor of any of the stock or other equity interests of the Company, or other interest of the Guarantor in the Company now or hereafter owned, directly or indirectly, by the Guarantor, or any change in composition of the interests in the Company;

(x) any failure on the part of the Company for any reason to perform or comply with any agreement with the Guarantor;

(xi) the invalidity of any security or payment for any reason whatsoever (including avoidance with respect to the Company under any enactment relating to bankruptcy, insolvency, reorganization or similar proceedings);

(xii) any order directing any person to pay any sum in the bankruptcy, insolvency, reorganization or similar proceedings in respect of the Company;

(xiii) any release, settlement, discharge or arrangement which may have been given or made on the faith of any payment made by the Company which is subsequently returned as a preference;

(xiv) the release or discharge of the Company from the performance of any obligation under the Service Agreement by operation of law relating to the bankruptcy or insolvency of the Company; or

(xv) any other similar circumstance which might constitute a legal or equitable discharge or defense of a surety or a guarantor.

SECTION 3. Representations and Warranties of the Guarantor

The Guarantor hereby represents and warrants as follows:

(a) the Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) the Guarantor has full power and authority to transact the business in which it is engaged and to execute and deliver this Guaranty and to cause the performance of the Obligations hereunder;

(c) this Guaranty has been duly authorized, executed, and delivered by the Guarantor and is a valid and binding agreement of the Guarantor enforceable in accordance with the terms hereof, except that (i) such enforcement may be subject to bankruptcy, insolvency, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights; and (ii) the remedies of specific performance and injunction and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought;

(d) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Guarantor threatened against the Guarantor (or, to the knowledge of the Guarantor, any meritorious basis therefor), wherein an unfavorable decision, ruling, or finding would have a material adverse effect on the ability of the Guarantor to cause the performance of the Obligations hereunder;

(e) neither the execution and delivery of this Guaranty, nor the performance of the terms and provisions hereof, will violate any law or any regulation, order, writ, injunction, or decree of any court or governmental instrumentality, or result in a breach of any of the material terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any mortgage, lien, or encumbrance upon any of the properties or assets of the Guarantor pursuant to the terms of the Guarantor's Certificate of Incorporation or By-Laws, or any mortgage, indenture, agreement, or instrument to which the Guarantor is a party or by which it is bound, except where such violation, breach, default, creation or imposition would not have a material adverse effect on the ability of the Guarantor to cause the performance of the Obligations hereunder; and

(f) no consent or action of, or filing with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with, the valid execution and delivery of this Guaranty.

(g) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Guarantor's knowledge, threatened against the Guarantor wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Guaranty or any other agreement or instrument entered into by the Guarantor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Guarantor of its obligations hereunder.

(h) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder will result in direct and material financial benefits to the Guarantor.

SECTION 4. Covenants of the Guarantor

(a) The Guarantor covenants and agrees as follows: the Guarantor will at all times maintain its corporate existence and will do or cause to be done all things necessary to preserve and keep in full force and effect all franchises and licenses necessary for the conduct of its business, except where the failure to so maintain would not have a material adverse effect on the ability of the Guarantor to cause the performance of the Obligations hereunder; and provided, the Guarantor shall not be required to qualify to do business in any jurisdiction where it is has not previously so qualified.

(b) The Guarantor agrees to pay reasonable costs, fees and expenses (including reasonable attorneys' fees) actually incurred by the Authority in enforcing and collecting on this Guaranty whether by suit or otherwise to the extent the Authority is the prevailing party.

SECTION 5. Waivers by the Guarantor.

The Guarantor hereby unconditionally and irrevocably waives as a condition to performance by the Guarantor of Obligations:

- (1) notice from the Authority of its acceptance of this Guaranty;
- (2) notices of presentment to or demand of payment from the Company with respect to the Obligations, and notice to the Company of default or protest for nonpayment or failure by the Company to perform and comply with the obligations of the Company under the Service Agreement;
- (3) all notices which may be required by statute, contract, rule of law or otherwise to preserve intact any rights against the Guarantor, including;
- (4) any right to the enforcement, assertion or exercise by the Authority of any right, power, privilege or remedy under or in respect of the Service Agreement;
- (5) any requirement on the part of the Authority to mitigate damages resulting from any default under the Service Agreement (except as required thereby);
- (6) to the fullest extent lawfully possible, all defenses which may now or hereafter exist by virtue of any statute of limitation, stay, valuation, moratorium or similar law in any way limiting or restricting the liability of the Guarantor hereunder, except the sole defense of payment and performance and as provided in Section 2(a) hereof;
- (7) any right to require a proceeding first against the Company or any other person or the security provided by or under the Service Agreement;
- (8) any requirement that the Company or any other person be joined as a party to any proceeding for the enforcement of any term of the Service Agreement;

(9) the filing of claims by the Authority in the event of the receivership or bankruptcy of the Company;

(10) any duty on the part of the Authority to disclose to Guarantor any facts the Authority may now or hereafter know about the Company, regardless of whether the Authority has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that Guarantor is fully responsible for being and keeping informed of the financial condition of the Company and of all circumstances bearing on the risk of non-payment or non-performance of any Obligations: and

(10) all demands upon the Company or any other person and all other formalities not required by the terms of the Service Agreement the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 5, by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder, it being the intention of the Guarantor that its obligations hereunder shall not be discharged except by performance and then only to the extent of such performance, including payment.

SECTION 6. Subordination of Rights.

The Guarantor agrees that any right of subrogation or contribution which it may have at any time against the Company as a result of any performance, including payment, hereunder is hereby fully subordinated to the rights of the Authority hereunder and under the Service Agreement and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Company until the Company or the Guarantor shall have fully paid or performed and discharged the Obligations.

SECTION 7. Separate Obligations; Reinstatement.

Each obligation of the Guarantor in Section 2 shall (1) to the extent permitted by applicable law, constitute an obligation of the Guarantor separate and independent from any other obligation under this Guaranty, (2) give rise to a separate and independent cause of action against the Guarantor and (3) apply irrespective of any indulgence granted from time to time by the Authority. Notwithstanding anything herein to the contrary, Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Authority as a result of bankruptcy, reorganization, dissolution, liquidation or insolvency of Company or Guarantor, or otherwise, all as though such payments had not been made.

SECTION 8. Miscellaneous

(a) This Guaranty shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or

consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee or transferee. The obligations and undertakings of the Guarantor under this Guaranty shall inure only to the benefit of the Authority and shall inure to no other person, firm, corporation, or entity whatsoever. No third party beneficiary rights whatsoever shall be created or shall arise by virtue of any term or provision of this Guaranty. No person, firm, corporation, or other entity whatsoever, other than the Authority, shall have any right for any purpose whatsoever to rely upon any term or provision of this Guaranty or upon the Guarantor's performance of any of its obligations or undertakings herein set forth. This Guaranty and the rights of the Authority hereunder shall not be assignable by the Authority without the prior written consent of the Guarantor which consent shall not be unreasonably withheld or delayed. The Guarantor shall not assign its obligations hereunder without first obtaining the express prior written consent of the Authority which consent shall not be unreasonably withheld or delayed.

(b) This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(c) This Guaranty shall be governed by, and construed in accordance with, the law of the State of Connecticut exclusive of its conflict of laws rules.

(d) The Guarantor irrevocably: (1) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (2) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (3) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts. During the term of this Guaranty, any service of any and all process shall be made on the Guarantor, and in addition the Guarantor irrevocably designates the Company as its agent in the event the Guarantor does not maintain offices in the State to accept and acknowledge on its behalf service of any and all process in any such suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon such agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

(e) No delay or failure to exercise any right granted hereunder shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed necessary. Any waiver hereunder shall be in writing and, in the event that any representation, warranty, or covenant contained herein is breached by the Guarantor which breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

(f) In the event the Guarantor shall fail to cause the performance of any of the Obligations hereunder, the Authority may avail itself of all available remedies at law or at equity to enforce its rights hereunder to recover any damages suffered as a result of such failure, but only to the extent that such remedies would be available against the Company.

(g) Any provision of this Guaranty which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Guarantor hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(h) The headings of the Sections of this Guaranty have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

(i) This Guaranty may not be amended except in writing signed by the Guarantor and the Authority.

SECTION 9. Notice

Any demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered to the designated party either by (i) personal delivery, (ii) certified U.S. mail sent postage prepaid and with return receipt requested, or (iii) by recognized nationwide courier service at the following address:

If to the Guarantor:

Wheelabrator Technologies Holdings Inc.
100 Arboretum Drive
Portsmouth NH 03801
Attn: General Counsel

If to the Authority:

Southeastern Connecticut Regional Resource
Authority
7 Hurlburt Road
Gales Ferry, CT 06335
Attention: Executive Director
E-Mail: DAldridge@SCRRRA.ORG

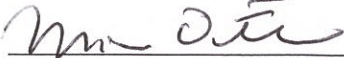
With a copy to:


MKRB
Hartford Square North, 2nd Floor
10 Columbus Boulevard
Hartford, CT 06106
Attention: Attorney Richard L. Barger
E-Mail: rbarger@mkrb.com

Notice given in accordance with the first sentence of this Section 9 shall be deemed effective (i) upon actual receipt at the specified address if delivered during the recipient's normal business hours, and (ii) at the beginning of the recipient's next business day after receipt if not delivered during the recipient's normal business hours. Any party may change any address to which Notice is to be given it by giving notice of such change of address as proceeded above.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by two of its officers thereunto duly authorized as of the date first above written.

GRANITE ACQUISITION, INC.

By: 
Name: Michael O'Neil
Title: Senior Vice President

By: 
Name: Reg Goldie
Title: VP, Energy Marketing + Sales

Acknowledged:

SOUTHEASTERN CONNECTICUT REGIONAL RESOURCE
RECOVERY AUTHORITY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by two of its officers thereunto duly authorized as of the date first above written.

GRANITE ACQUISITION, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged:

SOUTHEASTERN CONNECTICUT REGIONAL RESOURCE
RECOVERY AUTHORITY

By: John G. [Signature]
Name:
Title: PRESIDENT

Exhibit A

ECRRA Acknowledgement

EASTERN CONNECTICUT RESOURCE RECOVERY AUTHORITY
MIDDLETOWN, CONNECTICUT

March 28, 2019

David Aldridge
Executive Director
Southeastern Connecticut Regional Resources Recovery Authority
7 Hurlbutt Road
Gales Ferry, CT 06335

Re: Waste Disposal Agreement between Southeastern Connecticut Regional Resources Recovery Authority (“SCRRA”) and Wheelabrator Lisbon Inc.(“WTI”) (the “SCRRA Agreement”)

Dear Mr. Aldridge :

We are pleased that the negotiations of the 10-year SCRRA Agreement have been successful. ECRRA agreed not to be a party to SCRRA Agreement at SCRRA’s request, but maintains an interest in seeing that ECRRA’s resource recovery facility in Lisbon, CT (the “Facility”) is used to meet regional waste disposal needs.

SCRRA has asked that ECRRA confirm that WTI has sufficient rights under the operation and maintenance agreement between ECRRA and WTI (the “O&M Agreement”) to perform the SCRRA Agreement, and has agreed to pay ECRRA, as Facility owner, and as consideration for ECRRA’s agreements referenced herein, a fee of \$1 per ton of waste delivered under the SCRRA Agreement escalated as provided below.

ECRRA hereby confirms that (i) it has entered into the O&M Agreement with WTI for the term of the SCRRA Agreement and (ii) under the O&M Agreement WTI will have sufficient rights to accept waste delivered under the SCRRA Agreement SCRRA.

SCRRA hereby agrees to pay ECRRA an amount equal to \$1.00 times the number of tons of waste delivered and accepted under the SCRRA Agreement during the term thereof (such \$1.00 to be escalated in accordance with the CPI escalation of the Tipping Fee (“TF”) in the SCRRA Agreement, i.e., commencing January 1, 2022, the Tipping Fee shall be adjusted on January 1st for each Contract Year for the duration of the term of the SCRRA Agreement in accordance with the following formula:

$$TF = BTF \times \left[1 + \frac{(CPI_x - CPI_B)}{CPI_B} \right]$$

CPI_B

BTF = the Tipping Fee described in Section 3.02(a) of the SCRRA Agreement, as adjusted pursuant to Section 3.02(b) of the SCRRA Agreement

Notwithstanding the foregoing in no event shall the CPI adjustment and the annual increase in the Tipping Fee be less than two percent (2%) or more than three percent (3%).

“Consumer Price Index” or “CPI” means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NY-NJ-CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

“CPI_X” and “CPI_B” shall have the respective meanings given in the SCRRA Agreement.

This payment shall be made monthly on or before the 30th day after the day SCRRA receives the monthly invoice from WTI for waste delivered to the Facility by SCRRA in the prior the calendar month. The payment shall be made automatically without the need for ECRRA to bill SCRRA. Capitalized terms not defined herein shall have the meanings given in the SCRRA Agreement.

If the foregoing is acceptable to SCRRA please execute the letter below, whereupon it shall be a binding agreement between SCRRA and ECRRA.

Truly,

Eastern Connecticut Resource Recovery Authority

By: 

Name: Daniel T. Drew

Title: President

This letter agreement is hereby accepted as a binding obligation of Southeastern Connecticut Regional Resources Recovery Authority.

By: _____

Name: _____

Title: _____

Notwithstanding the foregoing in no event shall the CPI adjustment and the annual increase in the Tipping Fee be less than two percent (2%) or more than three percent (3%).

“Consumer Price Index” or “CPI” means the consumer price index (Series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York- Northern New Jersey, Long Island, NY-NJ-CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 1982-1984 = 100), or a mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

“CPI_X” and “CPI_B” shall have the respective meanings given in the SCRRRA Agreement.

This payment shall be made monthly on or before the 30th day after the day SCRRRA receives the monthly invoice from WTI for waste delivered to the Facility by SCRRRA in the prior the calendar month. The payment shall be made automatically without the need for ECRRA to bill SCRRRA. Capitalized terms not defined herein shall have the meanings given in the SCRRRA Agreement.


If the foregoing is acceptable to SCRRRA please execute the letter below, whereupon it shall be a binding agreement between SCRRRA and ECRRA.

Truly,

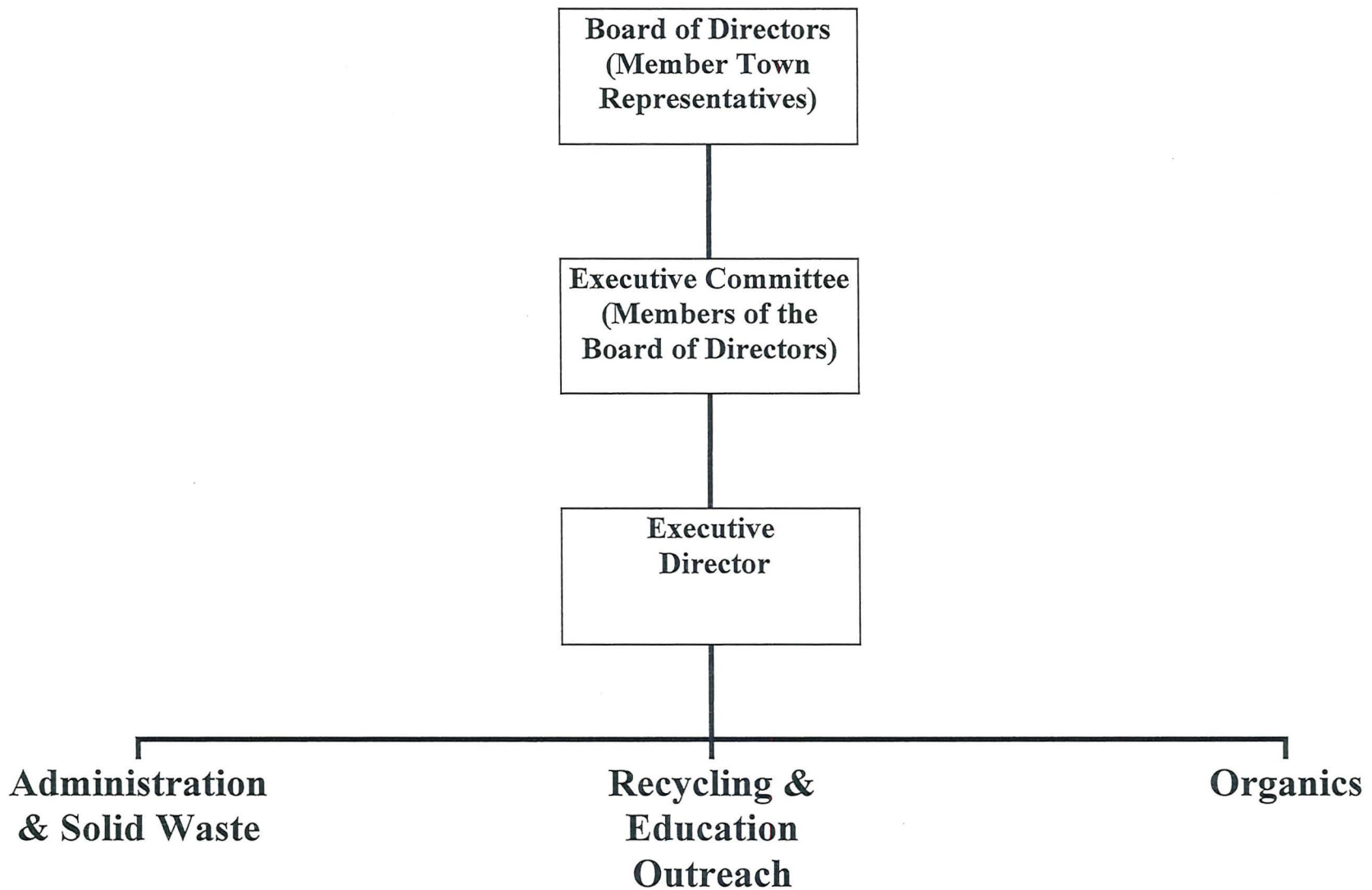
Eastern Connecticut Resource Recovery Authority

By: _____
Daniel T. Drew
President

This letter agreement is hereby accepted as a binding obligation of Southeastern Connecticut Regional Resources Recovery Authority.

By:  _____
Name: JOHN PHETTEPLACE
Title: PRESIDENT

Southeastern Connecticut Regional Resources Recovery Authority Organization Chart



SITE PLAN

LOT 132 BLOCK 12

TOWN OF PRESTON, NEW LONDON COUNTY, CONNECTICUT

ASP COMPOST FACILITY

NOVEMBER 2023

PREPARED BY:
SCS ENGINEERS
4 EXECUTIVE BLVD, SUITE 303
SUFFERN, NY
(845) 357-1510

PREPARED FOR (OWNER):
SOUTHEAST CONNECTICUT REGIONAL
RESOURCES RECOVERY AUTHORITY
7 HURLBUTT ROAD
GALES FERRY, CT 06335

PROJECT ADDRESS:
132 ROUTE 12
PRESTON, CONNECTICUT 06365

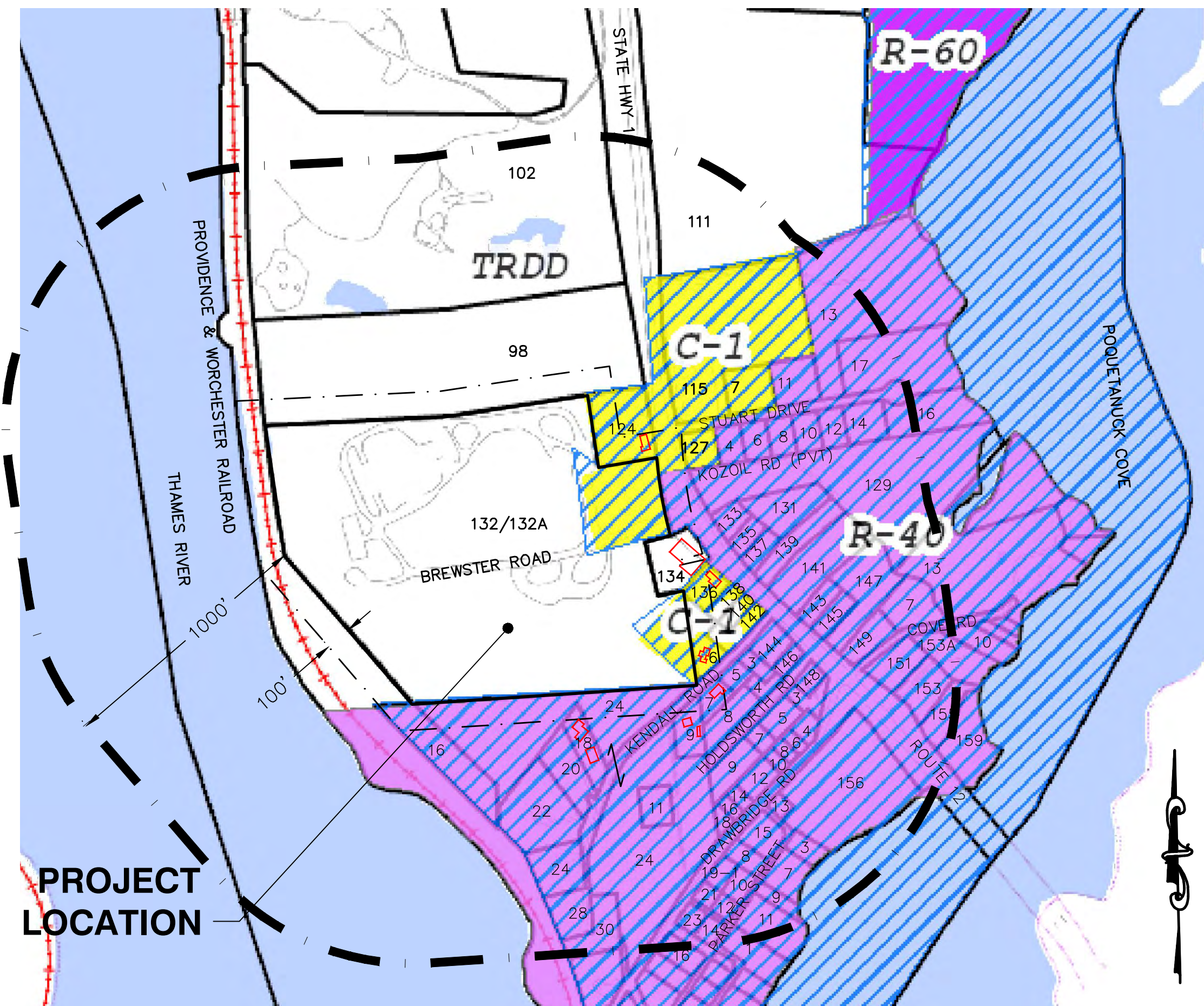
TRDD ZONING TABLE-LOT 132		
	REQUIRED	PROVIDED
LOT AREA (SQUARE FT)	N/A	1,466,519 SF
LOT FRONTAGE/WIDTH (FT)	N/A	1,150'
FRONT YARD SETBACK (FT)	N/A	260'+
SIDE YARD SETBACK (FT)	N/A	176'+
REAR YARD SETBACK (FT)	N/A	204'+
BUILDING HEIGHT (FT)/ STORIES	N/A	30'/ 1-STORY
LOT COVERAGE (%)	N/A	27.50%

NOTE:
1. LOT COVERAGE IS CALCULATED BY ADDING THE PROPOSED IMPERVIOUS AREA OF 118,000 SF TO THE EXISTING IMPERVIOUS AREA OF 286,000 SF AND DIVIDING BY THE TOTAL LOT AREA OF 1,466,519 SF.

PERMIT SET 11/28/23
NOT FOR CONSTRUCTION

ZONING LEGEND

	Commercial District
	Residential-40
	Residential-60
	Thames River Design District
	Special Resource Protection Overlay
	Dwelling within 100' of site



KEY/ZONING MAP
SOURCE: TOWN OF PRESTON
GEOGRAPHIC INFORMATION SYSTEM
(GIS) 8/18/23
SCALE: 1"=500'

ABUTTERS LIST
WITHIN 100 FEET OF SUBJECT LOT

21-1-12-124 SAVIN PRESTON LLC 77 STERLING ROAD EAST HARTFORD CT 06108	26-1-12-98 CASTLE REALTY LLC P O BOX 266 STONINGTON CT 06376	26-1-12-132 COVANTA SE CONNECTICUT CO 3520 PIEMONT RD NE - STE 410 ATLANTA GA 30305
26-1-12-136 RABOVSKY THOMAS P JR 136 ROUTE 12 PRESTON CT 06365	26-1-12-138 VOCATURA PROPERTIES LLC 55 BROWN SCHOOL RD PRESTON CT 06365	26-1-12-134 VOC'S REALTY LLC 55 BROWN SCHOOL RD PRESTON CT 06365
26-1-12-142 VOCATURA PROPERTIES LLC 55 BROWN SCHOOL RD PRESTON CT 06365	26-1-DRA1-24 HAPPYLAND PROPERTIES LLC 24 ROOSEVELT AVE EXT PRESTON CT 06365	26-1-KEN1-5 POLLARD JOYCE 5 KENDALL RD PRESTON CT 06365
26-1-KEN1-6 COURBIN JOHN + SANDRA L 6 KENDALL ROAD PRESTON CT 06365	26-1-KEN1-7 DELACRUZ MENDEZ JORGE LUIS 7 KENDALL RD PRESTON CT 06365	26-1-KEN1-9 BIRKBECK ANDY & CAROLYN R 9 KENDALL RD PRESTON CT 06365
26-1-KEN1-16 SE CT REGIONAL RESOURCES REC PO BOX 787 NORWICH CT 06360	26-1-KEN1-18 BIRKODD LLC 18 KENDALL RD PRESTON CT 06365	26-12-132 SE CT REGIONAL RESOURCES REC 3520 PIEMONT RD NE - STE 410 ATLANTA GA 30305

INDEX OF SHEETS

SHEET NO.	DRAWING TITLE	REVISION
1	COVER SHEET	0
2	IMPROVEMENT LOCATION SURVEY	0
3	ASP COMPOST FACILITY SITE PLAN (FINAL)	0
4	GRADING & DRAINAGE PLAN	0
5	EROSION & SEDIMENT CONTROL PLAN	0
6	DETAILS & SECTIONS 1	0
7	DETAILS & SECTIONS 2	0
8	DETAILS & SECTIONS 3	0

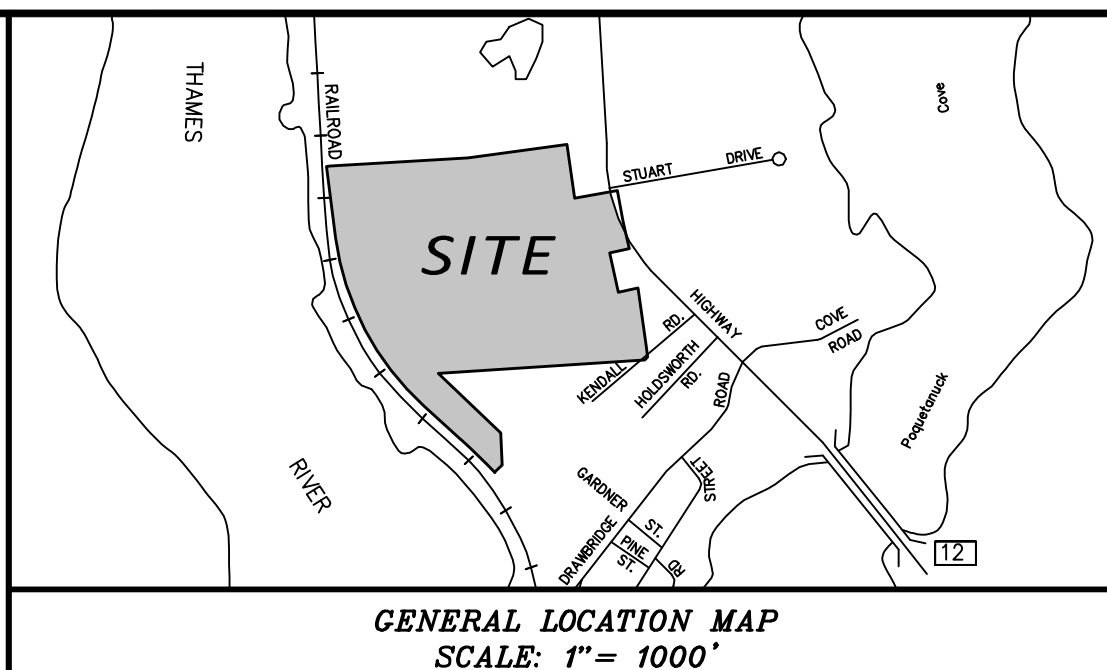
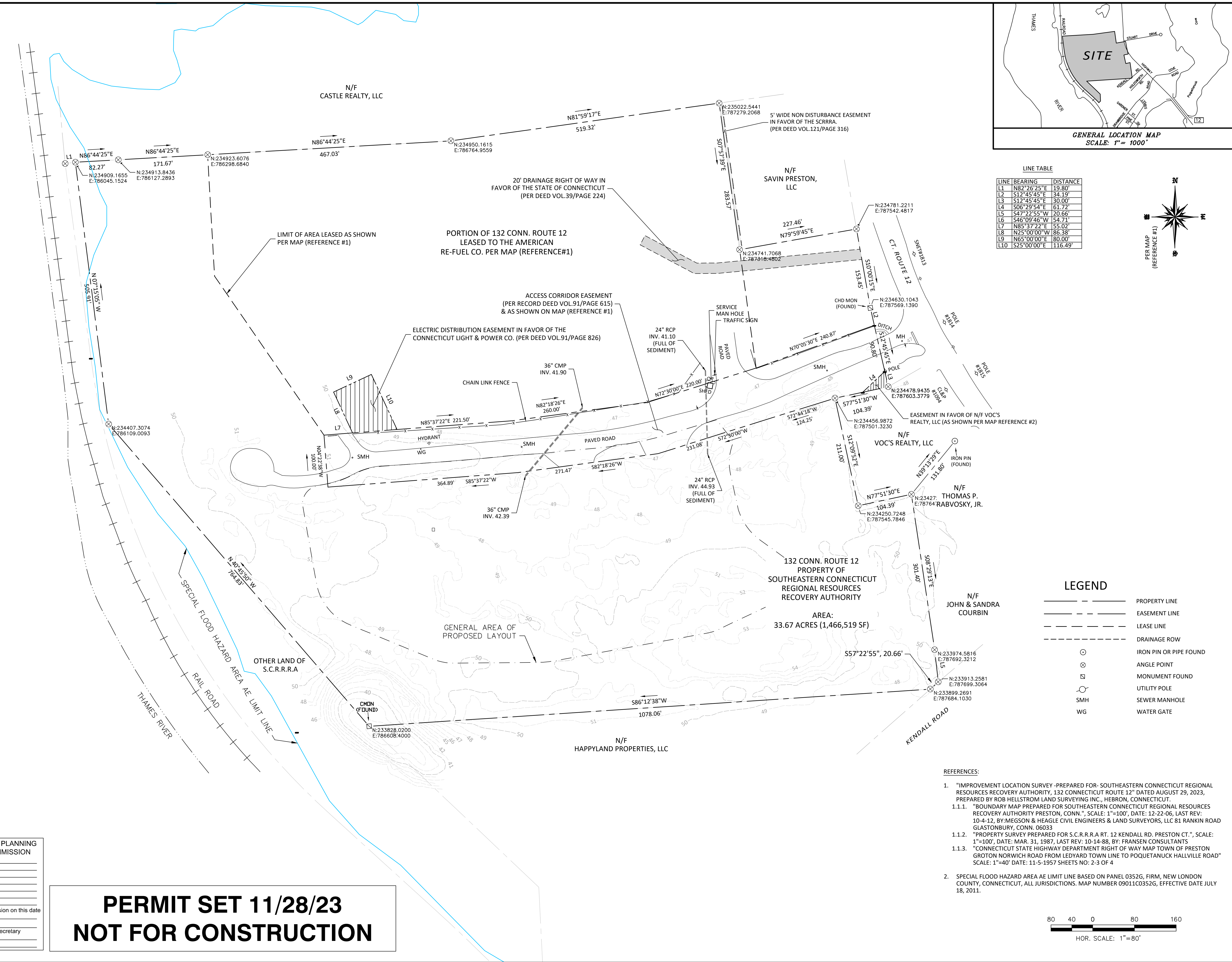
APPROVED BY THE PLANNING AND ZONING COMMISSION

Site Plan # _____
Description _____
Project Location _____

Owner _____
Applicant _____
Approved by the Commission on this date _____

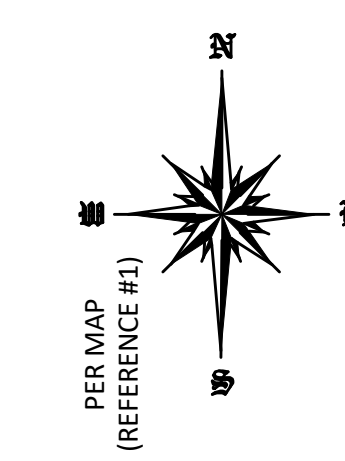
Signed Chairman/Secretary _____
Expiration Date _____
Work Completion Date _____

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LINE TABLE

LINE	BEARING	DISTANCE
L1	N82°26'25"E	19.80'
L2	S12°45'45"E	34.19'
L3	S12°45'45"E	30.00'
L4	S06°29'54"E	61.72'
L5	S47°22'55"W	20.66'
L6	S46°09'46"W	54.71'
L7	N85°37'22"E	55.02'
L8	N25°00'00"W	86.38'
L9	N65°00'00"E	80.00'
L10	S25°00'00"E	116.49'



LEGEND

	PROPERTY LINE
	EASEMENT LINE
	LEASE LINE
	DRAINAGE ROW
	IRON PIN OR PIPE FOUND
	ANGLE POINT
	MONUMENT FOUND
	UTILITY POLE
	SEWER MANHOLE
	WATER GATE

- REFERENCES:
- "IMPROVEMENT LOCATION SURVEY - PREPARED FOR- SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY, 132 CONNECTICUT ROUTE 12" DATED AUGUST 29, 2023, PREPARED BY ROB HELLSTROM LAND SURVEYING INC., HEBRON, CONNECTICUT.
 - "BOUNDARY MAP PREPARED FOR SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY PRESTON, CONN.", SCALE: 1"=100', DATE: 12-22-06, LAST REV: 10-4-12, BY: MEGSON & HEAGLE CIVIL ENGINEERS & LAND SURVEYORS, LLC 81 RANKIN ROAD GLASTONBURY, CONN. 06033
 - "PROPERTY SURVEY PREPARED FOR S.C.R.R.A RT. 12 KENDALL RD. PRESTON CT.", SCALE: 1"=100', DATE: MAR. 31, 1987, LAST REV: 10-14-88, BY: FRANSEN CONSULTANTS 4 EXECUTIVE BLDG. SUITE 303, SUFFERN, NY 10901 PH: (845) 357-1510 FAX: (845) 357-1049
 - "CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF PRESTON GROTON NORWICH ROAD FROM LEDYARD TOWN LINE TO POQUETANUCK HALLVILLE ROAD" SCALE: 1"=40' DATE: 11-5-1957 SHEETS NO: 2-3 OF 4
 - SPECIAL FLOOD HAZARD AREA AE LIMIT LINE BASED ON PANEL 0352G, FIRM, NEW LONDON COUNTY, CONNECTICUT, ALL JURISDICTIONS. MAP NUMBER 09011C0352G, EFFECTIVE DATE JULY 18, 2011.

APPROVED BY THE PLANNING AND ZONING COMMISSION

Site Plan # _____
 Description _____
 Project Location _____
 Owner _____
 Applicant _____
 Approved by the Commission on this date _____

Signed Chairman/Secretary _____
 Expiration Date _____
 Work Completion Date _____

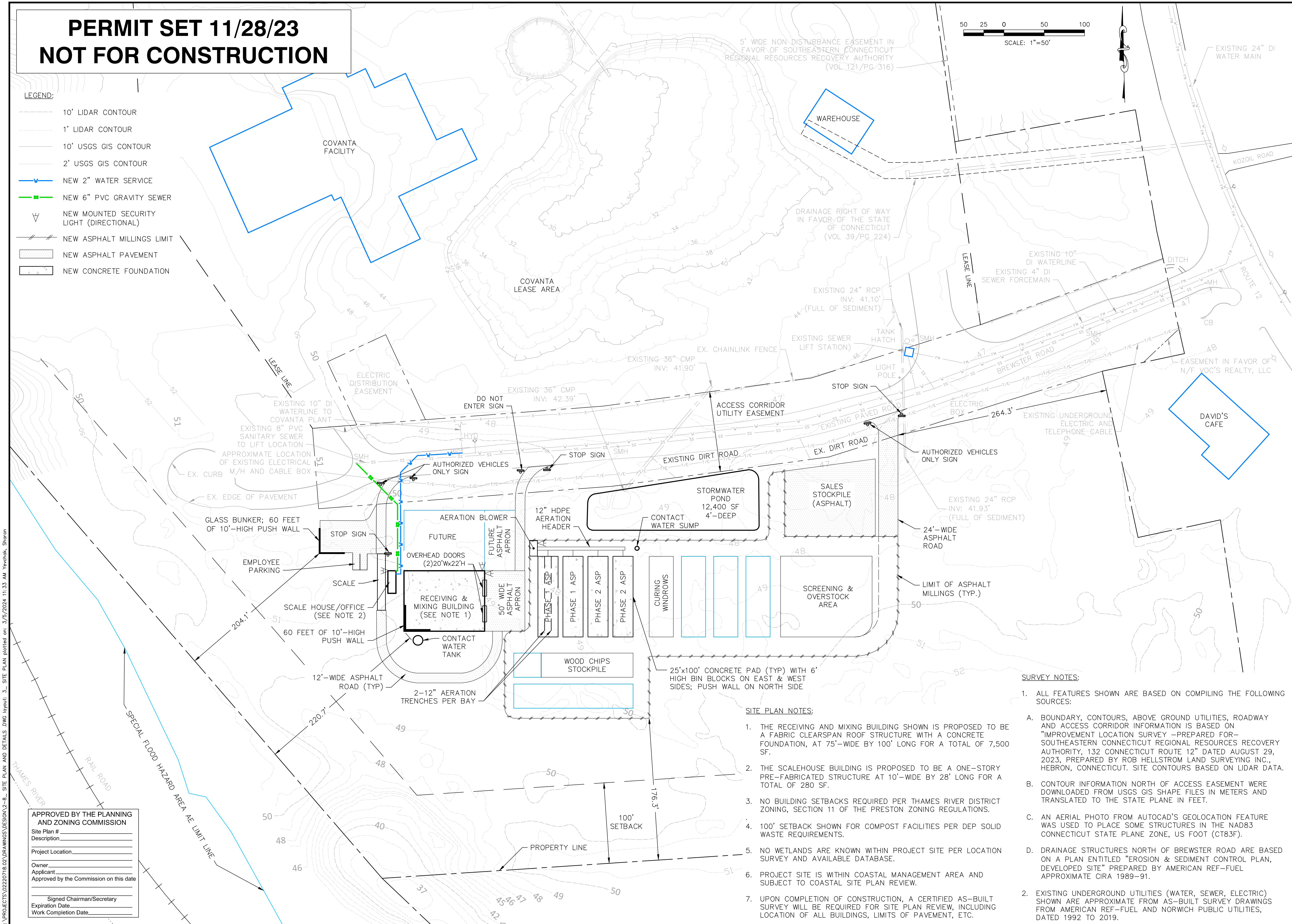
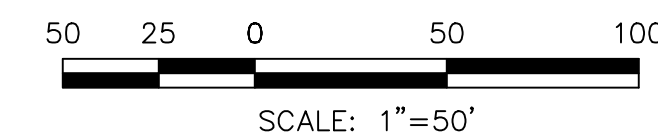
PERMIT SET 11/28/23
NOT FOR CONSTRUCTION

SHEET TITLE IMPROVEMENT LOCATION SURVEY	DATE
	REVISION
PROJECT TITLE COMPOST FEASIBILITY STUDY 132 ROUTE 12 TOWN OF PRESTON, CONN	NO.
	NO.
CLIENT SCRRRA 7 HURLBUTT ROAD GALES FERRY, CONNECTICUT 06335	
SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 4 EXECUTIVE BLDG. SUITE 303, SUFFERN, NY 10901 PH: (845) 357-1510 FAX: (845) 357-1049	
CADD FILE: 2-8_SITE PLAN and DETAILS	
DATE: 11/28/23	
SCALE: AS SHOWN	
DRAWING NO. 2 of 8	

PERMIT SET 11/28/23

NOT FOR CONSTRUCTION

- LEGEND:**
- 10' LIDAR CONTOUR
 - 1' LIDAR CONTOUR
 - 10' USGS GIS CONTOUR
 - 2' USGS GIS CONTOUR
 - NEW 2" WATER SERVICE
 - NEW 6" PVC GRAVITY SEWER
 - ▽ NEW MOUNTED SECURITY LIGHT (DIRECTIONAL)
 - NEW ASPHALT MILLINGS LIMIT
 - NEW ASPHALT PAVEMENT
 - NEW CONCRETE FOUNDATION



SITE PLAN NOTES:

1. THE RECEIVING AND MIXING BUILDING SHOWN IS PROPOSED TO BE A FABRIC CLEARSPAN ROOF STRUCTURE WITH A CONCRETE FOUNDATION, AT 75'-WIDE BY 100' LONG FOR A TOTAL OF 7,500 SF.
2. THE SCALEHOUSE BUILDING IS PROPOSED TO BE A ONE-STORY PRE-FABRICATED STRUCTURE AT 10'-WIDE BY 28' LONG FOR A TOTAL OF 280 SF.
3. NO BUILDING SETBACKS REQUIRED PER THAMES RIVER DISTRICT ZONING, SECTION 11 OF THE PRESTON ZONING REGULATIONS.
4. 100' SETBACK SHOWN FOR COMPOST FACILITIES PER DEP SOLID WASTE REQUIREMENTS.
5. NO WETLANDS ARE KNOWN WITHIN PROJECT SITE PER LOCATION SURVEY AND AVAILABLE DATABASE.
6. PROJECT SITE IS WITHIN COASTAL MANAGEMENT AREA AND SUBJECT TO COASTAL SITE PLAN REVIEW.
7. UPON COMPLETION OF CONSTRUCTION, A CERTIFIED AS-BUILT SURVEY WILL BE REQUIRED FOR SITE PLAN REVIEW, INCLUDING LOCATION OF ALL BUILDINGS, LIMITS OF PAVEMENT, ETC.

SURVEY NOTES:

1. ALL FEATURES SHOWN ARE BASED ON COMPILING THE FOLLOWING SOURCES:
 - A. BOUNDARY, CONTOURS, ABOVE GROUND UTILITIES, ROADWAY AND ACCESS CORRIDOR INFORMATION IS BASED ON "IMPROVEMENT LOCATION SURVEY - PREPARED FOR - SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY, 132 CONNECTICUT ROUTE 12" DATED AUGUST 29, 2023, PREPARED BY ROB HELLSTROM LAND SURVEYING INC., HEBRON, CONNECTICUT. SITE CONTOURS BASED ON LIDAR DATA.
 - B. CONTOUR INFORMATION NORTH OF ACCESS EASEMENT WERE DOWNLOADED FROM USGS GIS SHAPE FILES IN METERS AND TRANSLATED TO THE STATE PLANE IN FEET.
 - C. AN AERIAL PHOTO FROM AUTOCAD'S GEOLOCATION FEATURE WAS USED TO PLACE SOME STRUCTURES IN THE NAD83 CONNECTICUT STATE PLANE ZONE, US FOOT (CTB3F).
 - D. DRAINAGE STRUCTURES NORTH OF BREWSTER ROAD ARE BASED ON A PLAN ENTITLED "EROSION & SEDIMENT CONTROL PLAN, DEVELOPED SITE" PREPARED BY AMERICAN REF-FUEL APPROXIMATE CIRCA 1989-91.
2. EXISTING UNDERGROUND UTILITIES (WATER, SEWER, ELECTRIC) SHOWN ARE APPROXIMATE FROM AS-BUILT SURVEY DRAWINGS FROM AMERICAN REF-FUEL AND NORWICH PUBLIC UTILITIES, DATED 1992 TO 2019.

APPROVED BY THE PLANNING AND ZONING COMMISSION

Site Plan # _____
Description _____

Project Location _____

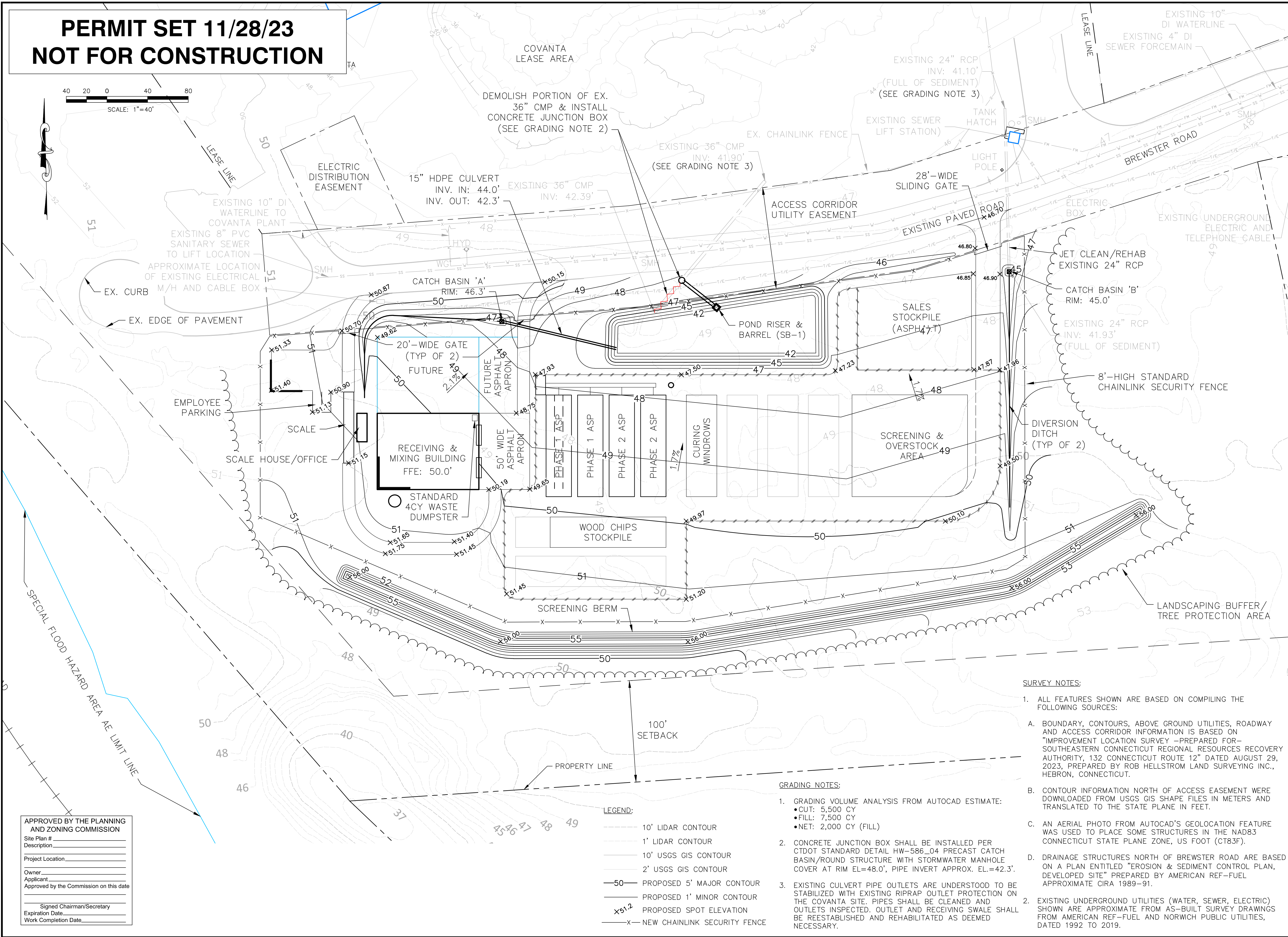
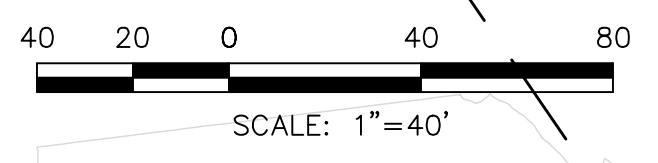
Owner _____
Applicant _____
Approved by the Commission on this date _____

Signed Chairman/Secretary _____
Expiration Date _____
Work Completion Date _____

SHEET TITLE ASP COMPOST FACILITY SITE PLAN	DATE	
	REVISION	
PROJECT TITLE ASP COMPOST FACILITY 132 ROUTE 12 TOWN OF PRESTON, CONN	NO.	
CLIENT SOUTHEAST CONNECTICUT REGIONAL RESOURCE RECOVERY AUTHORITY 7 HURLBUTT ROAD GALES FERRY, CONNECTICUT 06335		
SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 4 EXECUTIVE BLVD. SUITE 305, SUFFERN, NY 10901 PH. (845) 357-1510 FAX. (845) 357-1049		
CADD FILE: 2-8_Site Plan and DETAILS	DATE: 11/28/23	
	SCALE: AS SHOWN	
DRAWING NO. 3 of 8		

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PERMIT SET 11/28/23 NOT FOR CONSTRUCTION



APPROVED BY THE PLANNING AND ZONING COMMISSION
 Site Plan # _____
 Description _____
 Project Location _____
 Owner _____
 Applicant _____
 Approved by the Commission on this date _____
 Signed Chairman/Secretary _____
 Expiration Date _____
 Work Completion Date _____

- LEGEND:**
- 10' LIDAR CONTOUR
 - 1' LIDAR CONTOUR
 - 10' USGS GIS CONTOUR
 - 2' USGS GIS CONTOUR
 - 50 ----- PROPOSED 5' MAJOR CONTOUR
 - PROPOSED 1' MINOR CONTOUR
 - x51.2 PROPOSED SPOT ELEVATION
 - X ----- NEW CHAINLINK SECURITY FENCE

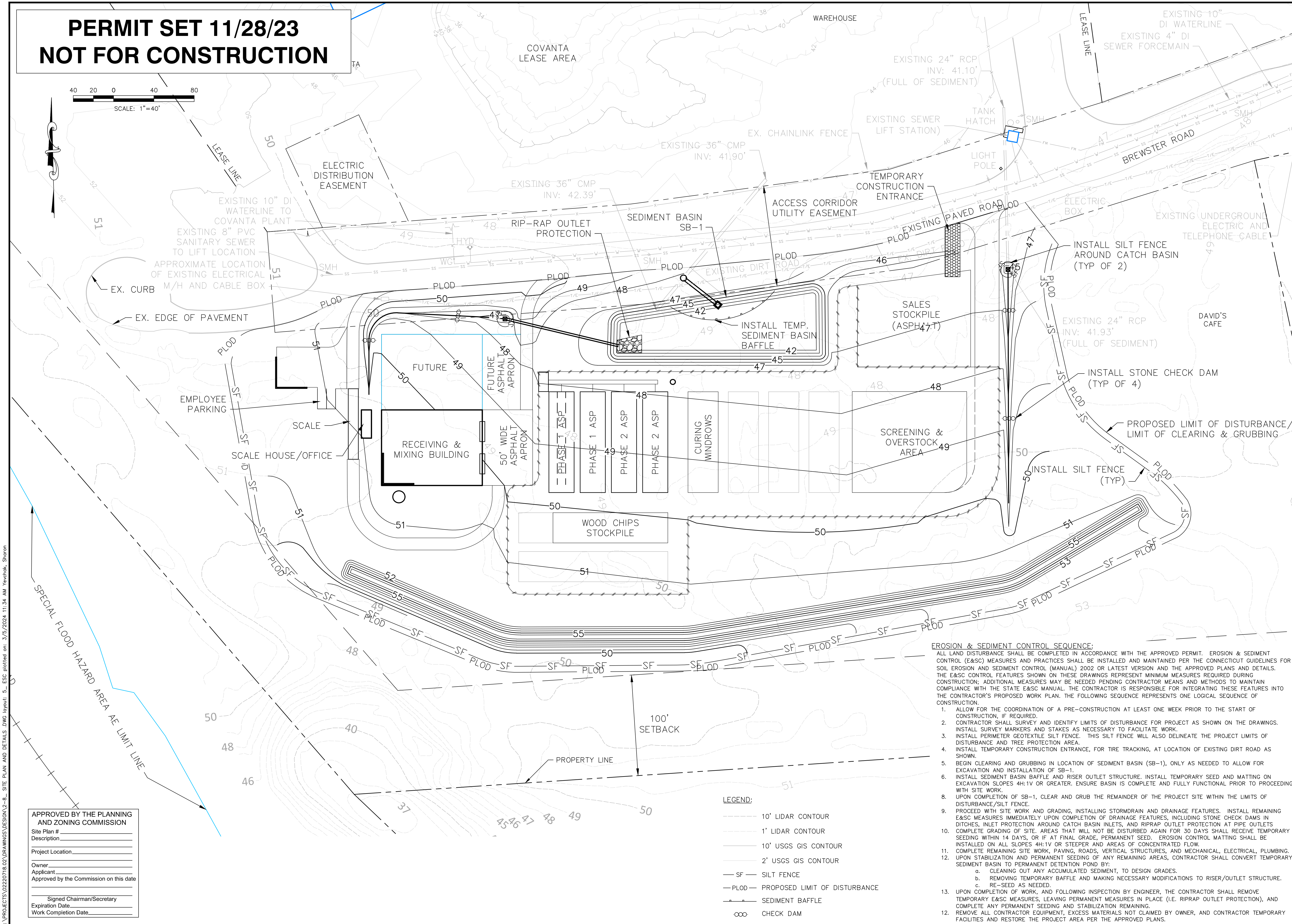
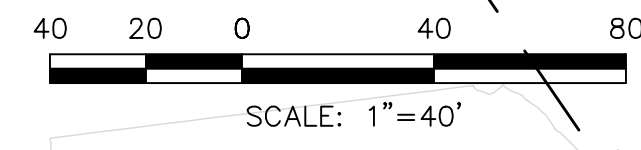
- GRADING NOTES:**
- GRADING VOLUME ANALYSIS FROM AUTOCAD ESTIMATE:
 - CUT: 5,500 CY
 - FILL: 7,500 CY
 - NET: 2,000 CY (FILL)
 - CONCRETE JUNCTION BOX SHALL BE INSTALLED PER CTDOT STANDARD DETAIL HW-586_04 PRECAST CATCH BASIN/ROUND STRUCTURE WITH STORMWATER MANHOLE COVER AT RIM EL=48.0', PIPE INVERT APPROX. EL=42.3'.
 - EXISTING CULVERT PIPE OUTLETS ARE UNDERSTOOD TO BE STABILIZED WITH EXISTING RIPRAP OUTLET PROTECTION ON THE COVANTA SITE. PIPES SHALL BE CLEANED AND OUTLETS INSPECTED. OUTLET AND RECEIVING SWALE SHALL BE REESTABLISHED AND REHABILITATED AS DEEMED NECESSARY.

- SURVEY NOTES:**
- ALL FEATURES SHOWN ARE BASED ON COMPILING THE FOLLOWING SOURCES:
 - BOUNDARY, CONTOURS, ABOVE GROUND UTILITIES, ROADWAY AND ACCESS CORRIDOR INFORMATION IS BASED ON "IMPROVEMENT LOCATION SURVEY - PREPARED FOR - SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY, 132 CONNECTICUT ROUTE 12" DATED AUGUST 29, 2023, PREPARED BY ROB HELLSTROM LAND SURVEYING INC., HEBRON, CONNECTICUT.
 - CONTOUR INFORMATION NORTH OF ACCESS EASEMENT WERE DOWNLOADED FROM USGS GIS SHAPE FILES IN METERS AND TRANSLATED TO THE STATE PLANE IN FEET.
 - AN AERIAL PHOTO FROM AUTOCAD'S GEOLOCATION FEATURE WAS USED TO PLACE SOME STRUCTURES IN THE NAD83 CONNECTICUT STATE PLANE ZONE, US FOOT (CT83F).
 - DRAINAGE STRUCTURES NORTH OF BREWSTER ROAD ARE BASED ON A PLAN ENTITLED "EROSION & SEDIMENT CONTROL PLAN, DEVELOPED SITE" PREPARED BY AMERICAN REF-FUEL APPROXIMATE CIRA 1989-91.
 - EXISTING UNDERGROUND UTILITIES (WATER, SEWER, ELECTRIC) SHOWN ARE APPROXIMATE FROM AS-BUILT SURVEY DRAWINGS FROM AMERICAN REF-FUEL AND NORWICH PUBLIC UTILITIES, DATED 1992 TO 2019.

DATE		REVISION		NO.	
SHEET TITLE					
GRADING & DRAINAGE PLAN					
PROJECT TITLE					
ASP COMPOST FACILITY					
132 ROUTE 12					
TOWN OF PRESTON, CONN					
CLIENT					
SOUTHEAST CONNECTICUT REGIONAL					
RESOURCE RECOVERY AUTHORITY					
7 HURLBUTT ROAD					
GALES FERRY, CONNECTICUT 06335					
SCS ENGINEERS					
STEARNS, CONRAD AND SCHMIDT					
CONSULTING ENGINEERS, INC.					
4 EXECUTIVE BLDG. SUITE 303, SUFFERN, NY 10901					
PH. (845) 357-1510 FAX. (845) 357-1049					
<small>PROJ. 220718.02</small>	<small>DRAWN BY: SHLY</small>	<small>C/A: RWB</small>	<small>APP. BY: GPM</small>	<small>CHK. BY: GPM</small>	<small>C/P: GPM</small>
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2-8_Site Plan and DETAILS					
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PERMIT SET 11/28/23 NOT FOR CONSTRUCTION



- EROSION & SEDIMENT CONTROL SEQUENCE:**
ALL LAND DISTURBANCE SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED PERMIT. EROSION & SEDIMENT CONTROL (E&S) MEASURES AND PRACTICES SHALL BE INSTALLED AND MAINTAINED PER THE CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL (MANUAL) 2002 OR LATEST VERSION AND THE APPROVED PLANS AND DETAILS. THE E&S CONTROL FEATURES SHOWN ON THESE DRAWINGS REPRESENT MINIMUM MEASURES REQUIRED DURING CONSTRUCTION; ADDITIONAL MEASURES MAY BE NEEDED PENDING CONTRACTOR MEANS AND METHODS TO MAINTAIN COMPLIANCE WITH THE STATE E&S MANUAL. THE CONTRACTOR IS RESPONSIBLE FOR INTEGRATING THESE FEATURES INTO THE CONTRACTOR'S PROPOSED WORK PLAN. THE FOLLOWING SEQUENCE REPRESENTS ONE LOGICAL SEQUENCE OF CONSTRUCTION.
1. ALLOW FOR THE COORDINATION OF A PRE-CONSTRUCTION AT LEAST ONE WEEK PRIOR TO THE START OF CONSTRUCTION, IF REQUIRED.
 2. CONTRACTOR SHALL SURVEY AND IDENTIFY LIMITS OF DISTURBANCE FOR PROJECT AS SHOWN ON THE DRAWINGS. INSTALL SURVEY MARKERS AND STAKES AS NECESSARY TO FACILITATE WORK.
 3. INSTALL PERIMETER GEOTEXTILE SILT FENCE. THIS SILT FENCE WILL ALSO DELINEATE THE PROJECT LIMITS OF DISTURBANCE AND TREE PROTECTION AREA.
 4. INSTALL TEMPORARY CONSTRUCTION ENTRANCE, FOR TIRE TRACKING, AT LOCATION OF EXISTING DIRT ROAD AS SHOWN.
 5. BEGIN CLEARING AND GRUBBING IN LOCATION OF SEDIMENT BASIN (SB-1), ONLY AS NEEDED TO ALLOW FOR EXCAVATION AND INSTALLATION OF SB-1.
 6. INSTALL SEDIMENT BASIN BAFFLE AND RISER OUTLET STRUCTURE. INSTALL TEMPORARY SEED AND MATTING ON EXCAVATION SLOPES 4H:1V OR GREATER. ENSURE BASIN IS COMPLETE AND FULLY FUNCTIONAL PRIOR TO PROCEEDING WITH SITE WORK.
 7. UPON COMPLETION OF SB-1, CLEAR AND GRUB THE REMAINDER OF THE PROJECT SITE WITHIN THE LIMITS OF DISTURBANCE/SILT FENCE.
 8. PROCEED WITH SITE WORK AND GRADING, INSTALLING STORMDRAIN AND DRAINAGE FEATURES. INSTALL REMAINING E&S MEASURES IMMEDIATELY UPON COMPLETION OF DRAINAGE FEATURES, INCLUDING STONE CHECK DAMS IN DITCHES, INLET PROTECTION AROUND CATCH BASIN INLETS, AND RIPRAP OUTLET PROTECTION AT PIPE OUTLETS.
 9. COMPLETE GRADING OF SITE. AREAS THAT WILL NOT BE DISTURBED AGAIN FOR 30 DAYS SHALL RECEIVE TEMPORARY SEEDING WITHIN 14 DAYS, OR IF AT FINAL GRADE, PERMANENT SEED. EROSION CONTROL MATTING SHALL BE INSTALLED ON ALL SLOPES 4H:1V OR STEEPER AND AREAS OF CONCENTRATED FLOW.
 10. COMPLETE REMAINING SITE WORK, PAVING, ROADS, VERTICAL STRUCTURES, AND MECHANICAL, ELECTRICAL, PLUMBING.
 11. UPON STABILIZATION AND PERMANENT SEEDING OF ANY REMAINING AREAS, CONTRACTOR SHALL CONVERT TEMPORARY SEDIMENT BASIN TO PERMANENT DETENTION POND BY:
 - a. CLEANING OUT ANY ACCUMULATED SEDIMENT, TO DESIGN GRADES.
 - b. REMOVING TEMPORARY BAFFLE AND MAKING NECESSARY MODIFICATIONS TO RISER/OUTLET STRUCTURE.
 - c. RE-SEED AS NEEDED.
 12. UPON COMPLETION OF WORK, AND FOLLOWING INSPECTION BY ENGINEER, THE CONTRACTOR SHALL REMOVE TEMPORARY E&S MEASURES, LEAVING PERMANENT MEASURES IN PLACE (I.E. RIPRAP OUTLET PROTECTION), AND COMPLETE ANY PERMANENT SEEDING AND STABILIZATION REMAINING.
 13. REMOVE ALL CONTRACTOR EQUIPMENT, EXCESS MATERIALS NOT CLAIMED BY OWNER, AND CONTRACTOR TEMPORARY FACILITIES AND RESTORE THE PROJECT AREA PER THE APPROVED PLANS.

- LEGEND:**
- 10' LIDAR CONTOUR
 - 1' LIDAR CONTOUR
 - 10' USGS GIS CONTOUR
 - 2' USGS GIS CONTOUR
 - SF — SILT FENCE
 - PLOD — PROPOSED LIMIT OF DISTURBANCE
 - — — SEDIMENT BAFFLE
 - ∞∞ CHECK DAM

APPROVED BY THE PLANNING AND ZONING COMMISSION

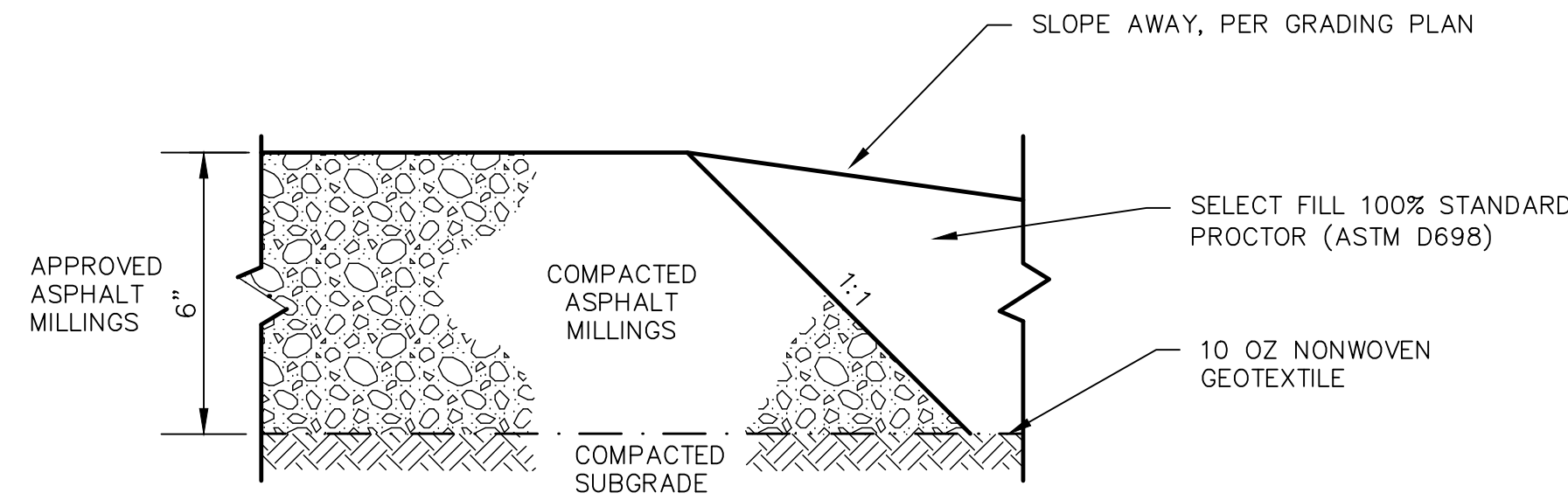
Site Plan # _____
Description _____
Project Location _____

Owner _____
Applicant _____
Approved by the Commission on this date _____

Signed Chairman/Secretary _____
Expiration Date _____
Work Completion Date _____

SHEET TITLE EROSION & SEDIMENT CONTROL PLAN	DATE	
	REVISION	
PROJECT TITLE ASP COMPOST FACILITY 132 ROUTE 12 TOWN OF PRESTON, CONN	NO.	
	CLIENT	
SOUTH EAST CONNECTICUT REGIONAL RESOURCE RECOVERY AUTHORITY 7 HURLBUTT ROAD GALES FERRY, CONNECTICUT 06335	DATE	11/28/23
	SCALE	AS SHOWN
SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 4 EXECUTIVE BLDG. SUITE 303, SUFFERN, NY 10981 PH. (845) 357-1510 FAX. (845) 357-1049	DRAWN BY	STJY
	CHECK BY	MJB
PROJECT NO. 220718.02	CADD FILE	2-8 SITE PLAN and DETAILS
DATE	11/28/23	
SCALE	AS SHOWN	
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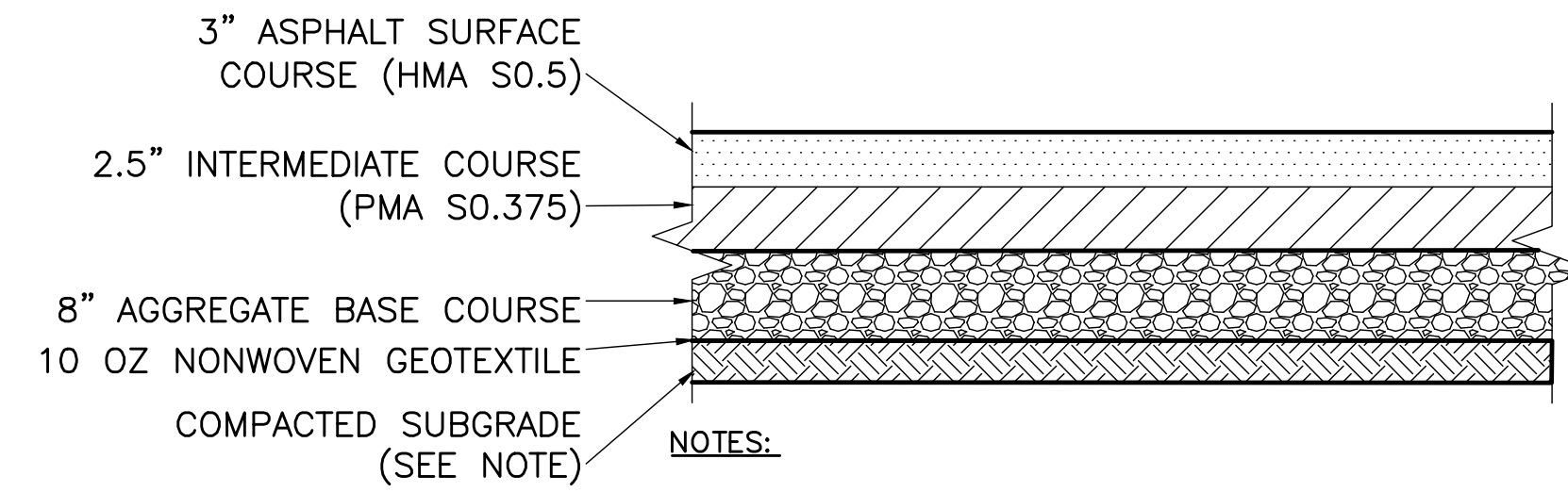
PERMIT SET 11/28/23 NOT FOR CONSTRUCTION



NOTES:

1. PROOFROLL NATURAL SOILS IN CUT AREAS PER SPECIFICATIONS.
2. IN FILL AREAS, PLACE 2" MINIMUM SELECT FILL COMPACTED TO 98% STD. PROCTOR (ASTM D698).
4. STONE SHALL BE PLACED IN TWO 3" LIFTS, ROLLED AND COMPACTED IN PLACE.

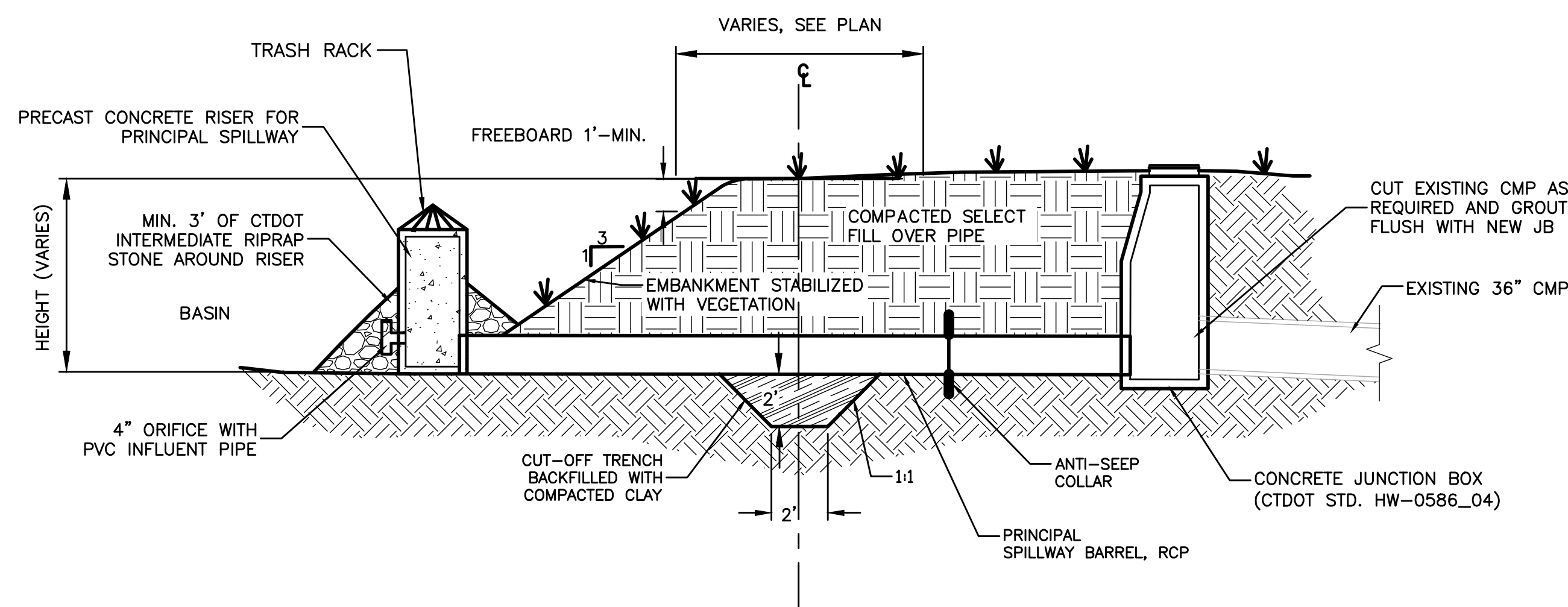
7 ASPHALT MILLINGS
NO SCALE



NOTES:

1. 2" MINIMUM SELECT FILL COMPACTED TO 100% STD. PROCTOR (ASTM D698).
2. AGGREGATE BASE COURSE SHALL BE PLACED AND COMPACTED IN TWO 4" LIFTS.

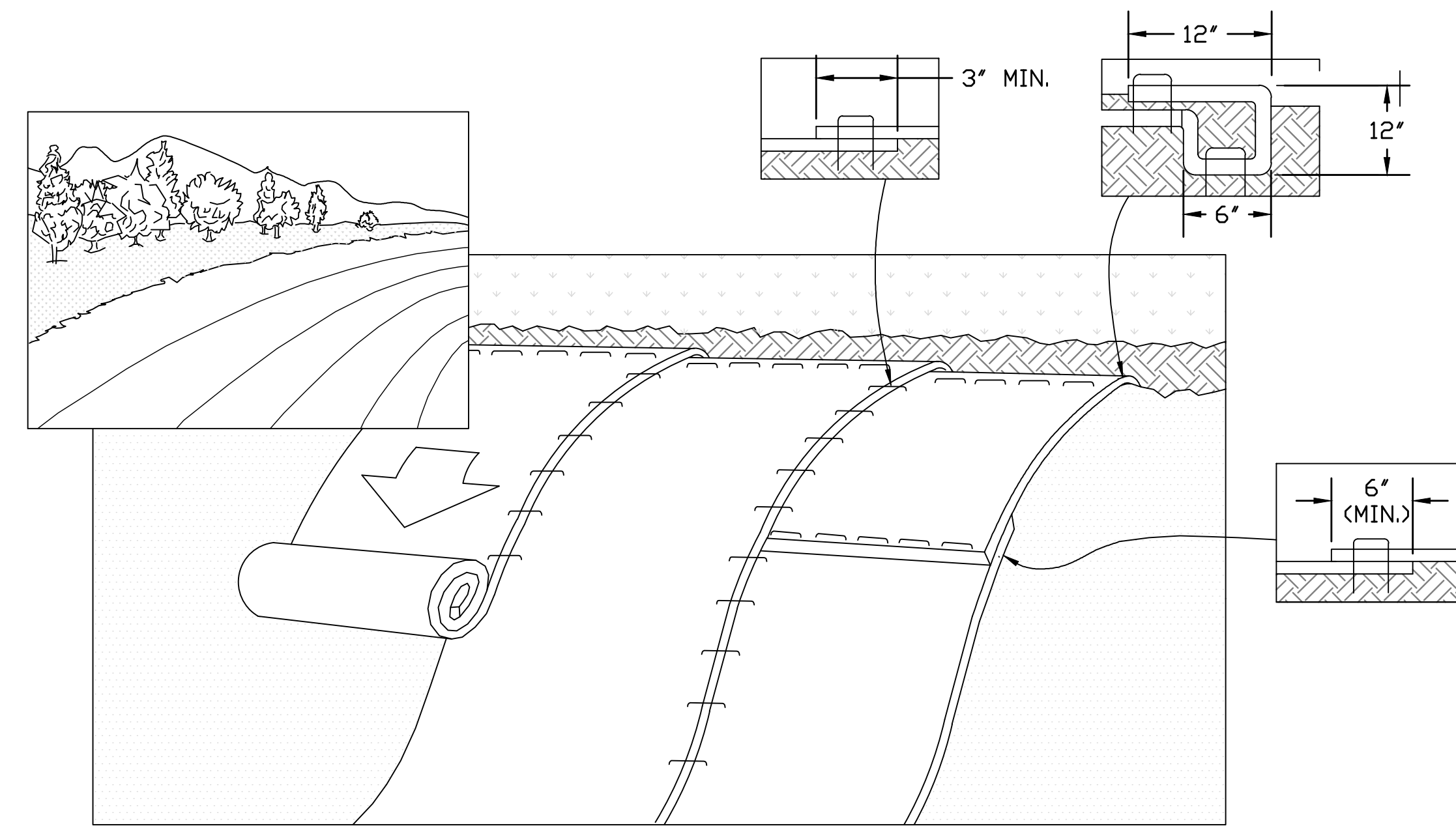
8 ASPHALT PAVEMENT DETAIL
NO SCALE



SEDIMENT BASIN SCHEDULE

BASIN #	TOP BERM ELEV. (FT)	EMERGENCY SPILLWAY ELEV. (FT)	TOP OF RISER (FT)	BERM WIDTH (FT)	RISER SIZE (IN)	BARREL SIZE (IN)	BARREL INV. IN ELEV. (FT)	BARREL SLOPE (%)	RISER ORIFICE INV. (FT)	BASIN LENGTH (FT)	BASIN WIDTH (FT)	BASIN BOTTOM ELEV. (FT)
SB-1	47	N/A	45.50	N/A	48 X 48	24	42.50	0.50	43	250	65	42.00

10 SEDIMENT BASIN
NO SCALE

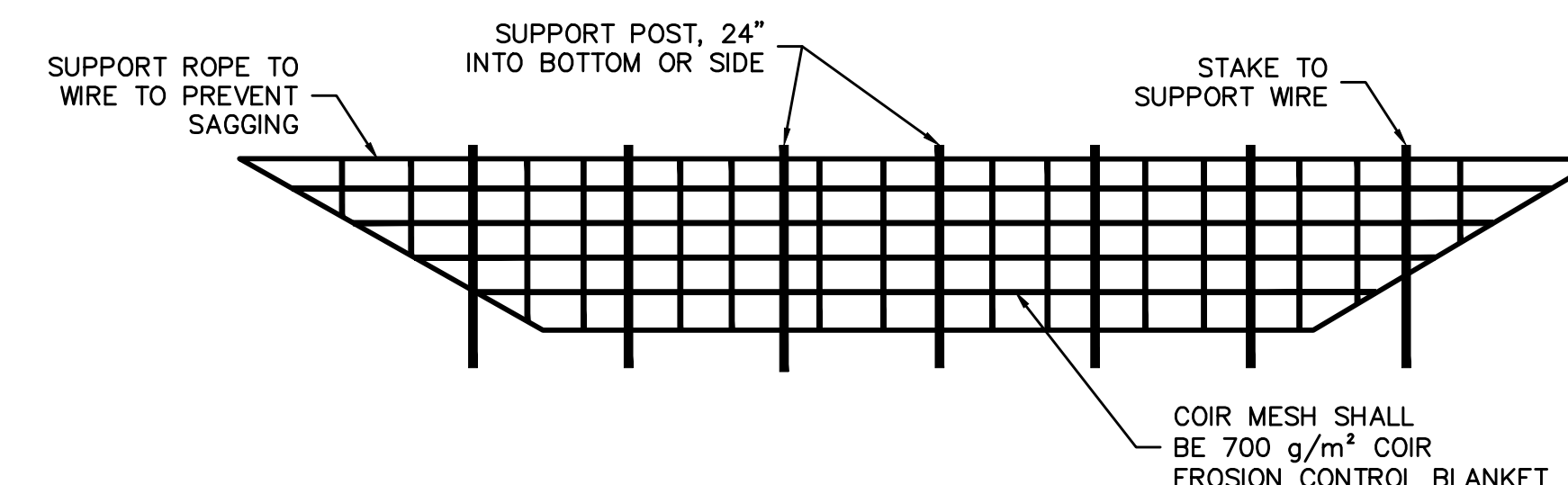
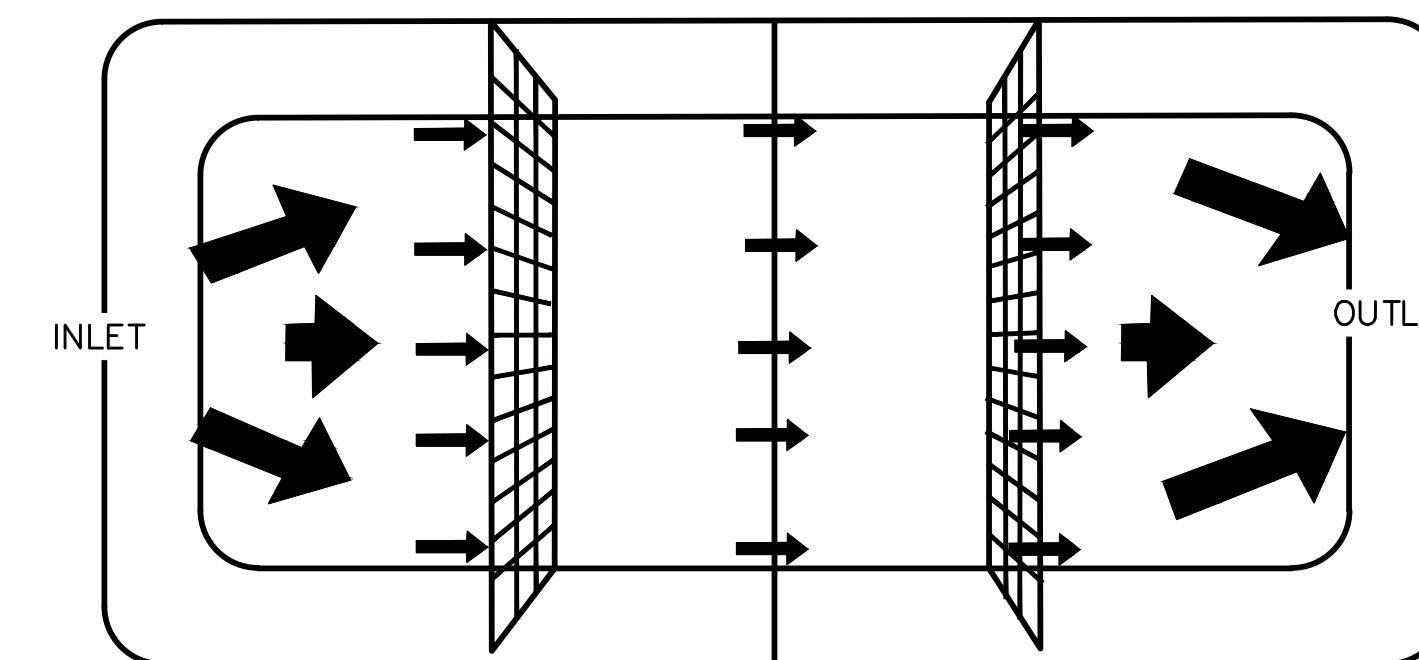


GENERAL NOTES:

1. TEMPORARY MATTING INSTALLED ON SLOPES SHALL BE NORTH AMERICAN GREEN TYPE DS 75 OR ENGINEER APPROVED EQUIVALENT.
2. IF SEEDING PRIOR TO INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), FOLLOW SEED BED PREPARATION STEPS, AND APPLY APPROVED TYPES AND QUANTITIES OF LIME, FERTILIZER, AND SEED.
3. BEGIN AT THE TOP OF THE SLOPE BY PLACING THE RECP'S 2-3 FEET OVER THE TOP OF THE SLOPE. ANCHOR THE RECP'S IN A 12" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECP'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP'S WITH STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. AFTER STAPLING THE RECP'S IN THE TRENCH, BACKFILL AND COMPACT WITH SOIL. THE RECP'S EXTENDING PAST THE COMPACTED TRENCH SHOULD BE LAPPED ACROSS THE TRENCH AND STAPLED/STAKED TO THE RECP'S EXTENDING DOWNSLOPE. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECP'S.
4. ROLL THE RECP'S DOWN OR ALONG THE SLOPE MAINTAINING DIRECT CONTACT BETWEEN THE SOIL AND RECP. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. SECURELY FASTENED THE RECP'S TO SOIL SURFACE BY PLACING STAPLES/STAKES IN A 3 FOOT CENTER-TO-CENTER PATTERN, AS WELL AS IN THE APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
5. THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH A MINIMUM OF 3" OVERLAP DEPENDING ON RECP'S TYPE. STAPLES/STAKES SHOULD BE PLACED A MAXIMUM OF 5" APART ALONG OVERLAP.
7. CONSECUTIVE RECP'S SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH A MINIMUM 6" OVERLAP.
8. AT THE TOE OF THE SLOPE, EXTEND THE RECP'S ON THE LEVEL SURFACE SO A MINIMUM OF 4" OF RECP CAN BE TURNED UNDER. STAPLE THE TURNED END AT 12" INTERVALS.

NOTE: *MINIMUM STAPLE SIZE IS 6" LONG BY 1" WIDE, MINIMUM STAKE LENGTH IS 12". DEPENDING ON SOIL CONDITIONS, LARGER STAKES MAY BE REQUIRED.

9 EROSION CONTROL MATTING
NO SCALE



11 POROUS BAFFLE
NO SCALE

APPROVED BY THE PLANNING AND ZONING COMMISSION
Site Plan # _____
Description _____
Project Location _____
Owner _____
Applicant _____
Approved by the Commission on this date _____
Signed Chairman/Secretary _____
Expiration Date _____
Work Completion Date _____

NO.	REVISION	DATE

SHEET TITLE: **DETAILS & SECTIONS 2**
PROJECT TITLE: **ASP COMPOST FACILITY**
132 ROUTE 12
TOWN OF PRESTON, CONN

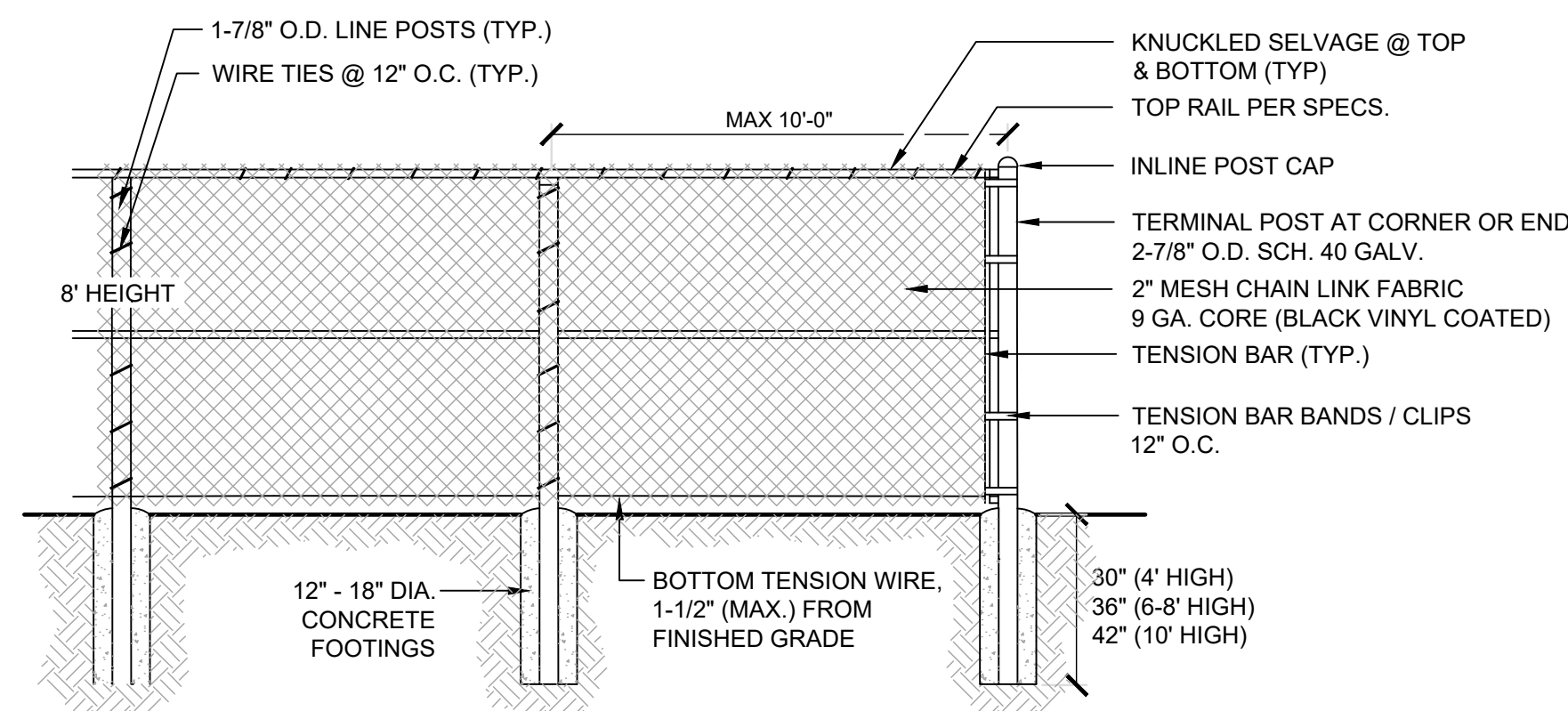
CLIENT: **SOUTHEAST CONNECTICUT REGIONAL RESOURCE RECOVERY AUTHORITY**
7 HURLBUTT ROAD
GALES FERRY, CONNECTICUT 06335

SCS ENGINEERS
STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC.
4 EXECUTIVE BLDG. SUITE 305, SUFFERN, NY 10901
PH. (845) 357-1510 FAX. (845) 357-1049
DRAWN BY: SHY
CHECKED BY: MJB
APP. BY: GPM
DATE: 11/28/23

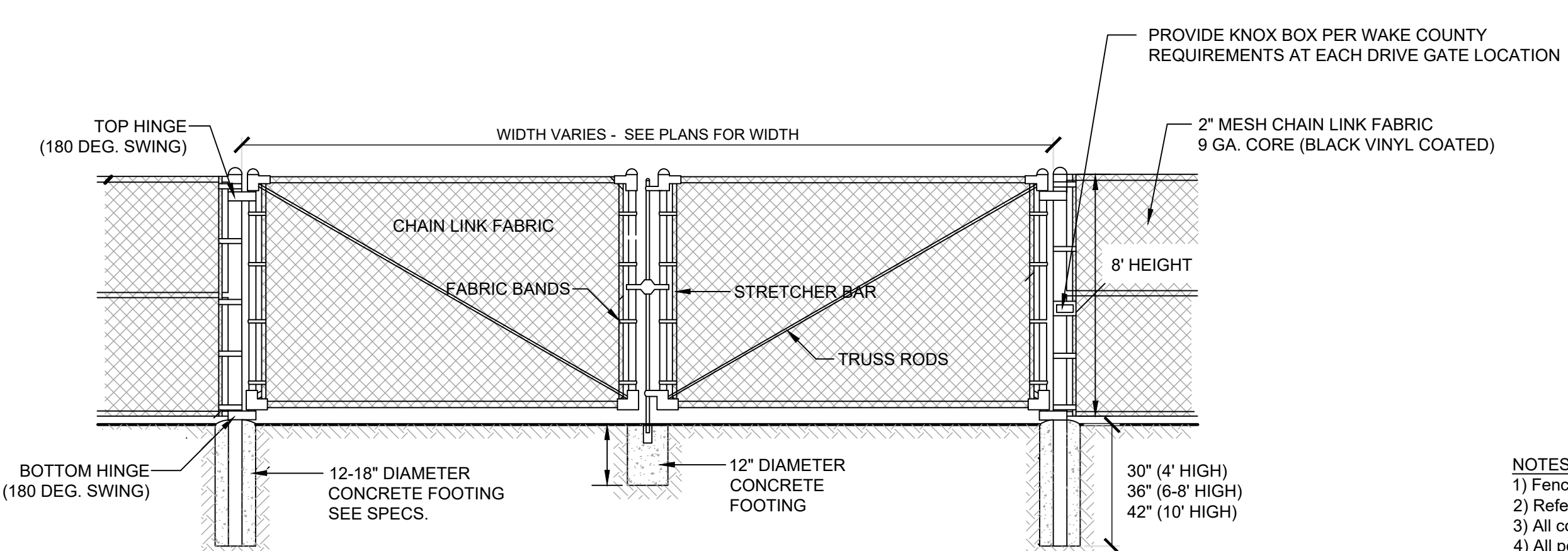
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SCALE: AS SHOWN
DRAWING NO. 7 of 8

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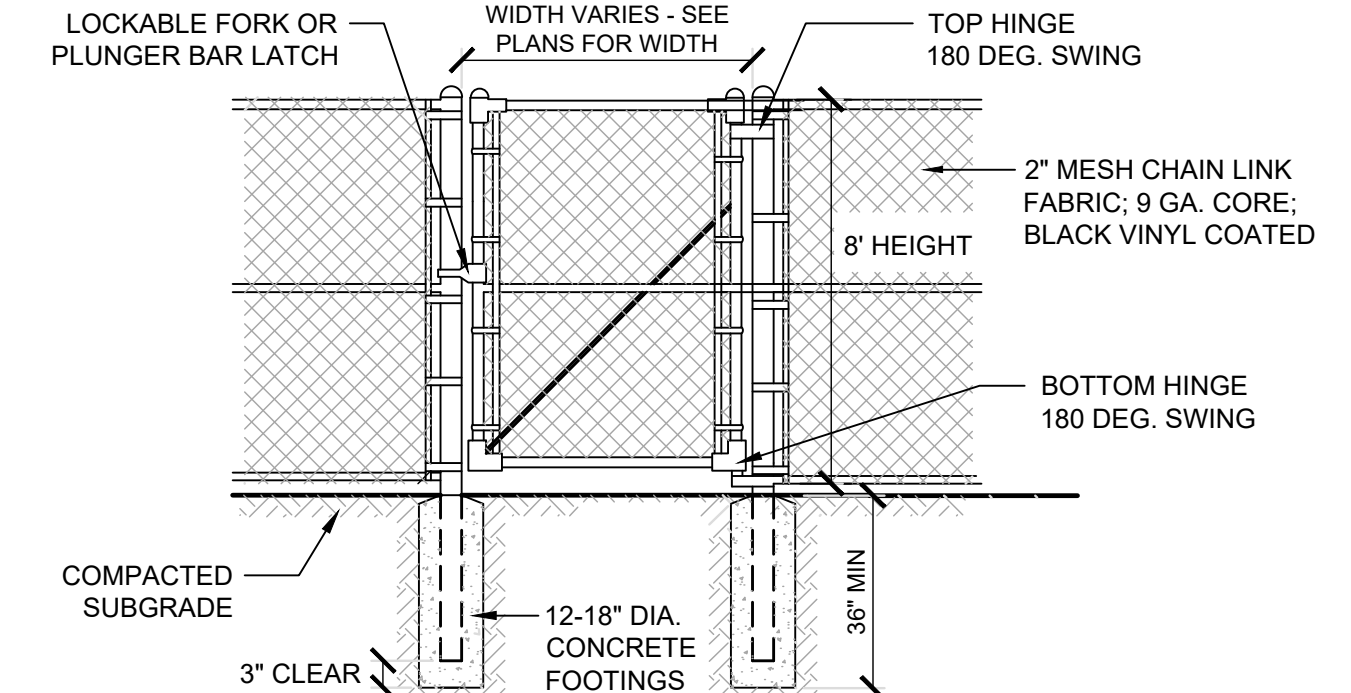


12 8-FT CHAINLINK SECURITY FENCE
NO SCALE



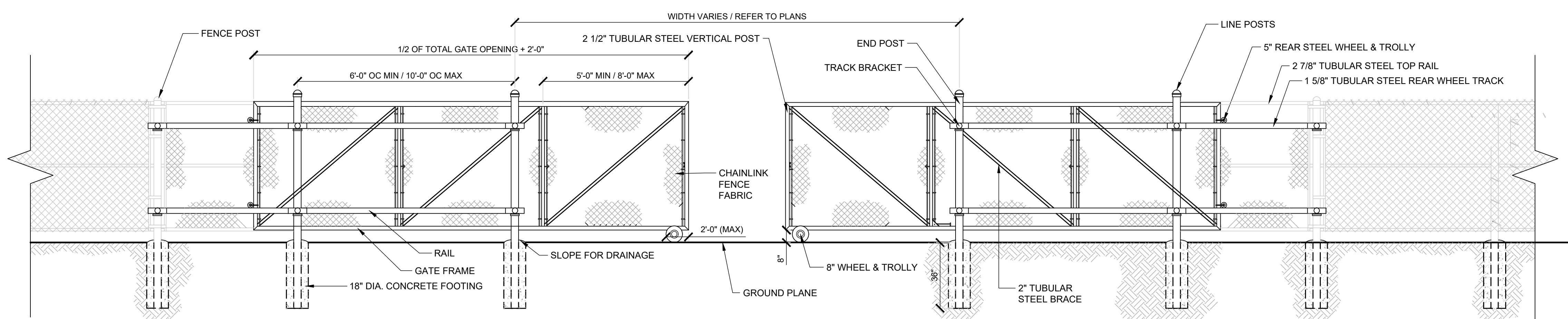
- NOTES:
- Fence fabric shall be secured to gate frames with knuckled selvage along all edges for all types chain link fence installations.
 - All concrete footings around posts at ground line shall be mounded & sloped for positive drainage.
 - All posts & hardware to be hot dipped galvanized schedule 40.
 - All gates to be secured with 3/8\" chain and Everlock System (10-SLC-4). Owner to provide padlocks.

13 CHAINLINK FENCE SWING GATE
NO SCALE



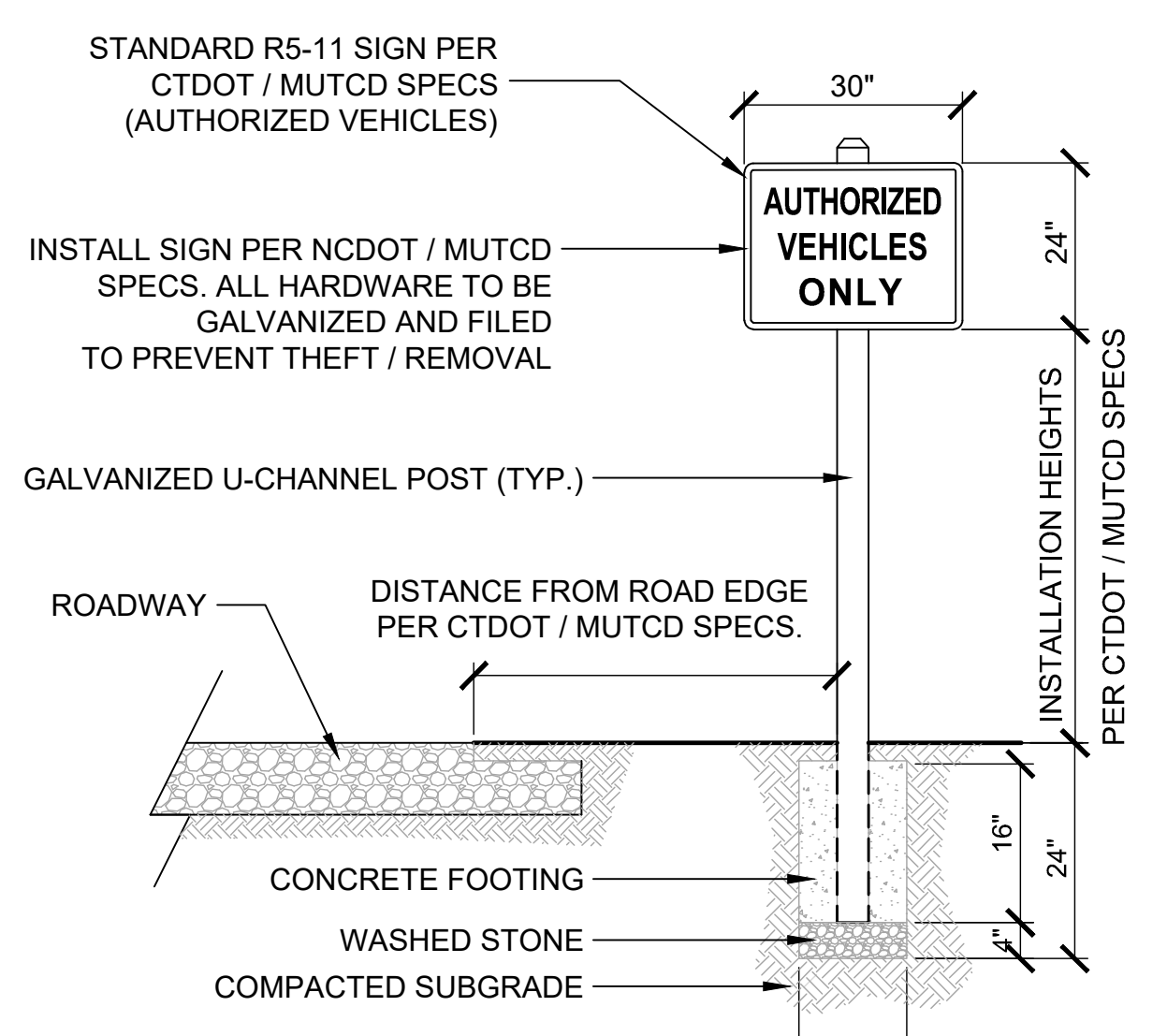
- NOTES:
- Fence fabric shall be secured to gate frames with knuckled selvage along all edges for all types chain link fence installations.
 - Refer to specifications for all pipe sizing, wire fabric gauges and all other information.
 - All concrete footings around posts at ground line shall be mounded & sloped for positive drainage.
 - All posts & hardware to be hot dipped galvanized Sch. 40.
 - All gates to be secured with 3/8\" chain and Everlock System (10-SLC-4). Owner to provide padlocks.

14 PEDESTRIAN FENCE GATE
NO SCALE

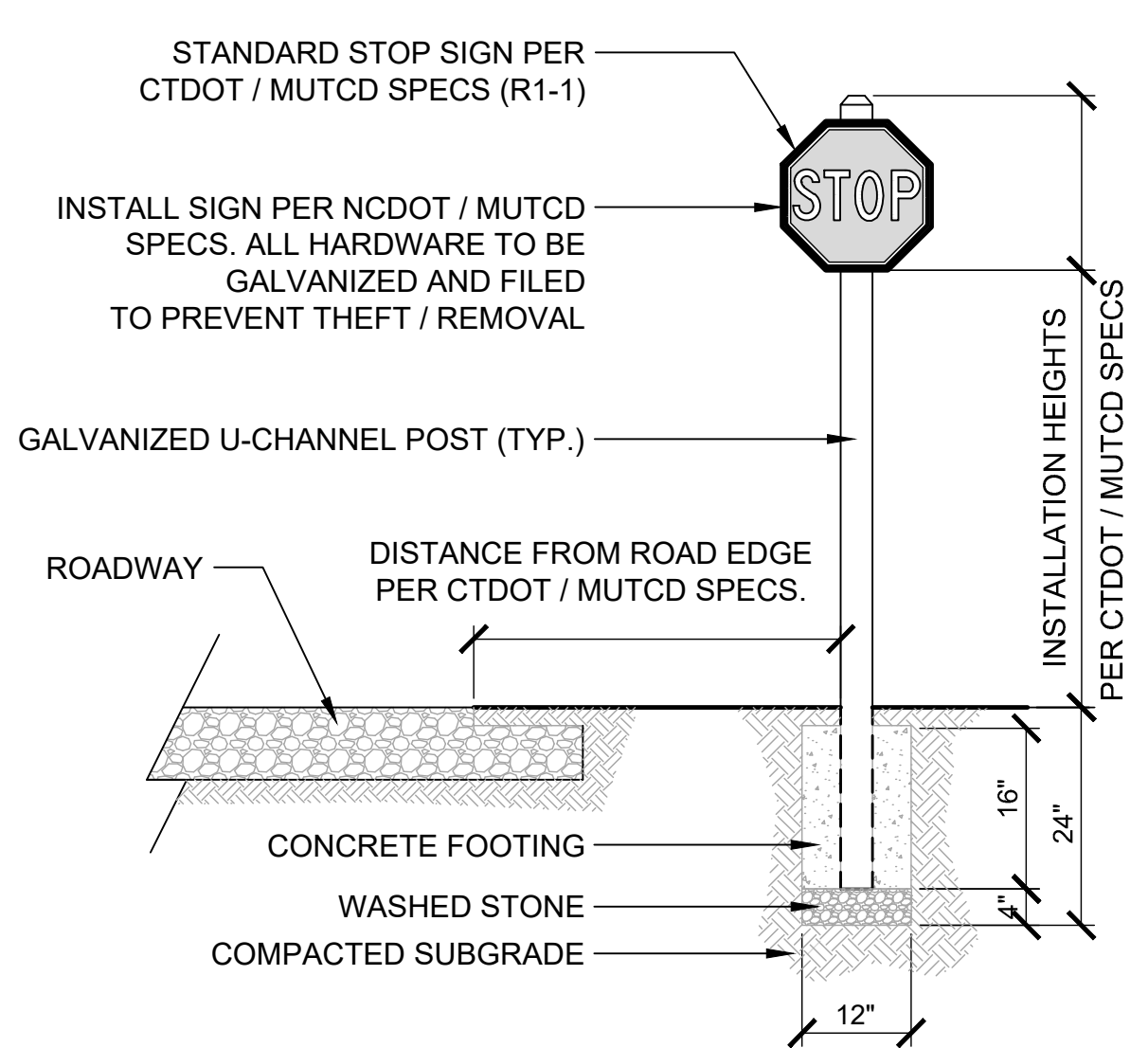


- NOTES:
- Contractor to provide shop drawings for approval prior to fabrication and installation.
 - Reference chainlink fence detail for fence construction.
 - All posts and hardware to be hot-dipped galvanized.
 - Fence fabric to be black vinyl-coated.
 - All concrete footings around posts at ground line shall be mounded & sloped for positive drainage.
 - Gates to be secured with 3/8\" chain and Everlock System (10-SLC-4). Owner to provide padlocks.
 - End posts to be 2'-0\" behind curb.

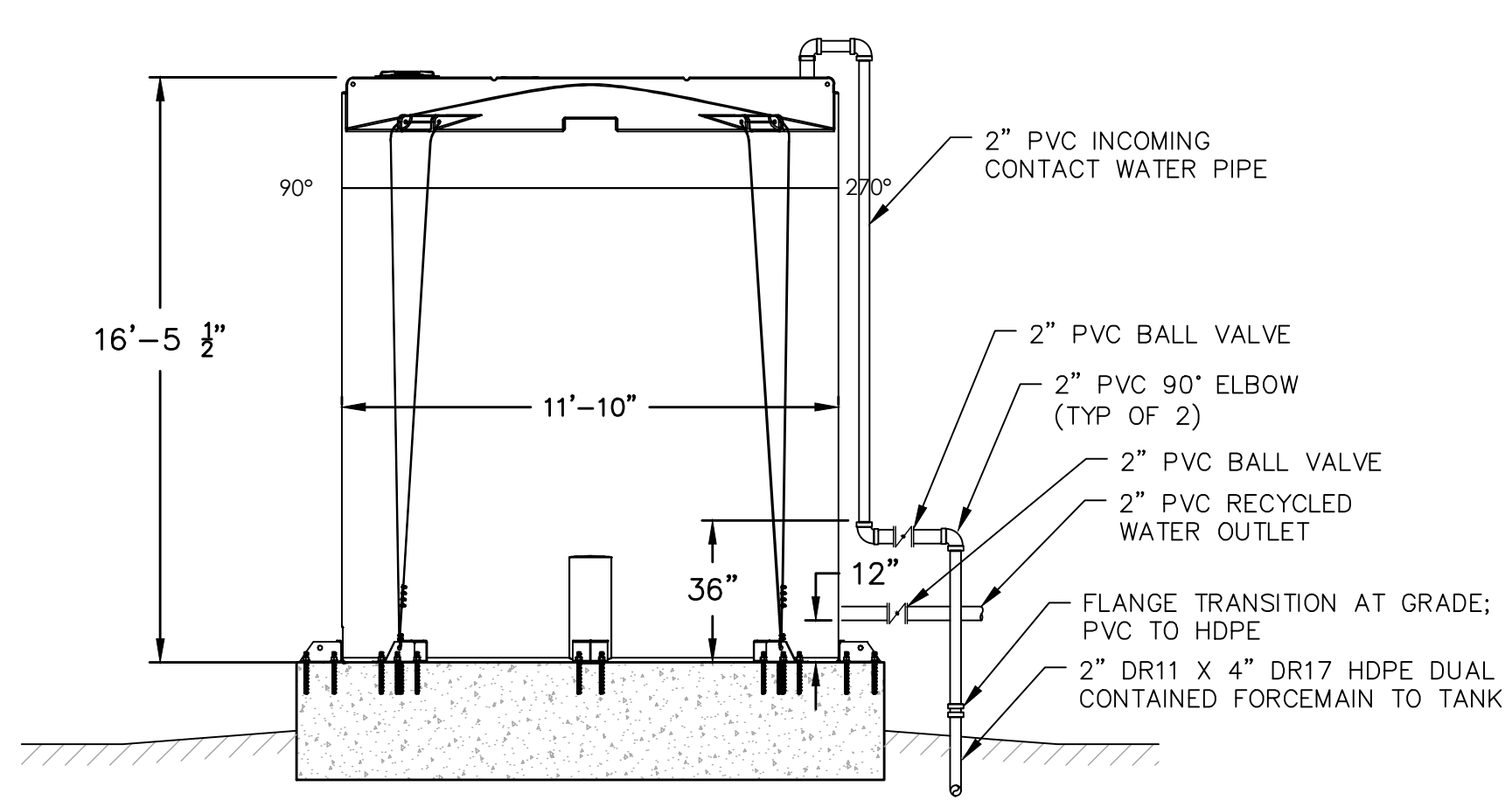
15 ROLLING FENCE GATE
NO SCALE



16 AUTHORIZED VEHICLES SIGN
NO SCALE

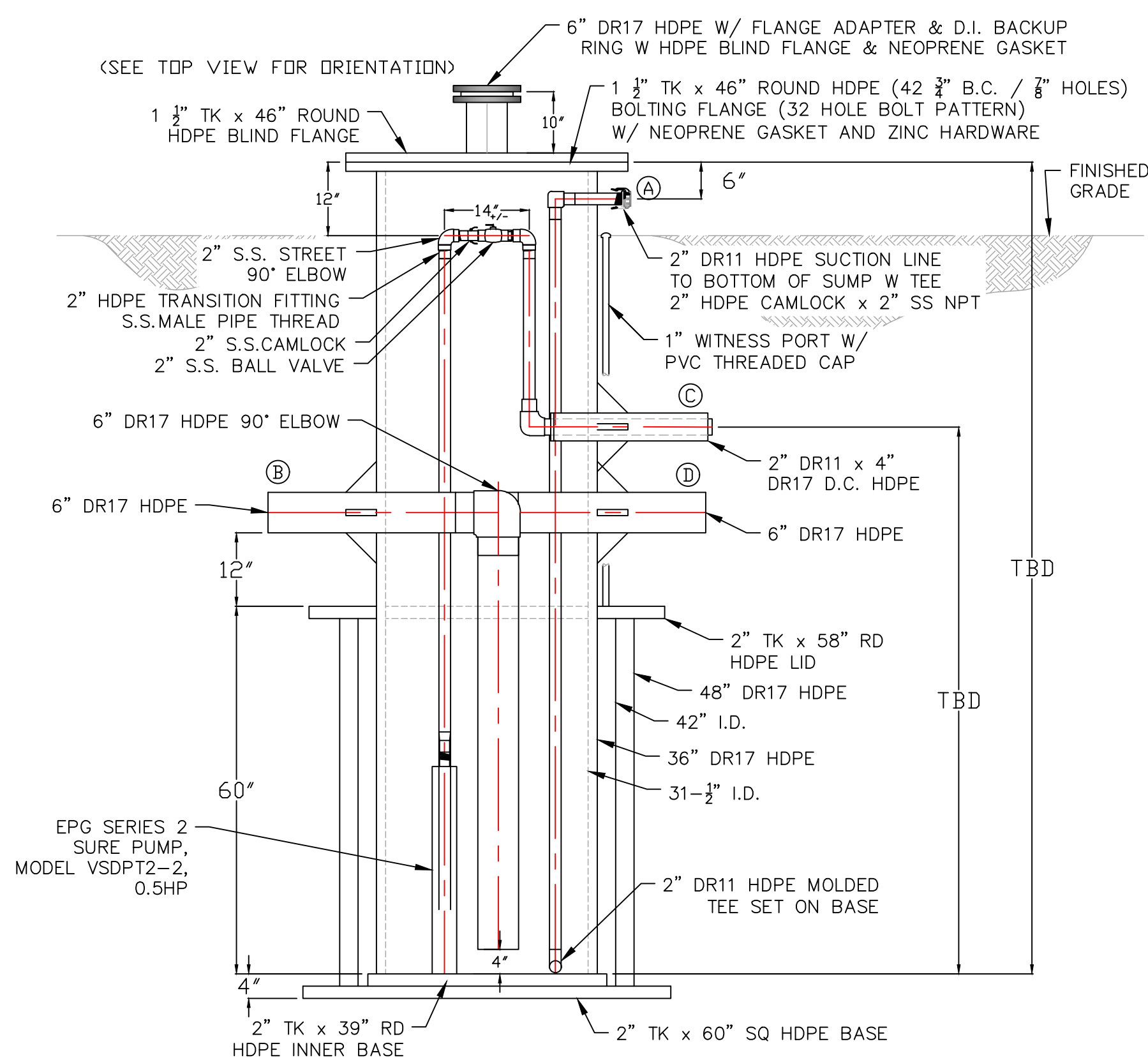


17 STOP SIGN
NO SCALE



TANK GAL	TANK DIA.	ANCHOR QTY	ANCHOR BOLT	QTY	EMBEDMENT	CABLE	CONCRETE
12500	142"	D007827	1\"/>				

18 TANK SECTION
NO SCALE



19 SUMP SECTION
NO SCALE

APPROVED BY THE PLANNING AND ZONING COMMISSION

Site Plan # _____
Description _____

Project Location _____

Owner _____
Applicant _____
Approved by the Commission on this date _____

Signed Chairman/Secretary _____
Expiration Date _____
Work Completion Date _____

NO.	REVISION	DATE

SHEET TITLE: **DETAILS & SECTIONS 3**

PROJECT TITLE: **ASP COMPOST FACILITY**
132 ROUTE 12
TOWN OF PRESTON, CONN

CLIENT: **SOUTHEAST CONNECTICUT REGIONAL RESOURCE RECOVERY AUTHORITY**
7 HURLBUTT ROAD
GALES FERRY, CONNECTICUT 06335

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PROJ: 220718.02
DWG: 02-01-015
CHK: BT
APP: BT
M:JB
C/P: M

CADD FILE: **2-8_SITE PLAN and DETAILS**

DATE: **11/28/23**

SCALE: **AS SHOWN**

DRAWING NO. **8** of **8**

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SCRRRA Compost Facility Operations and Management Plan

Southeastern Connecticut Regional Resources Recovery
Authority
7 Hurlbutt Road
Gales Ferry, Connecticut 06335

02220718.03 | April 10, 2024

SCS ENGINEERS

4 Executive Boulevard
Suffern, New York 10901
845-357-1052

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1 INTRODUCTION

SCS Engineers (SCS) prepared this Operations and Management Plan (O&MP) for the Southeastern Connecticut Regional Resources Recovery Authority (SCRRA) to support the Solid Waste Permit Application to the Connecticut Department of Energy and Environmental Protection (CT DEEP). SCRRA plans to construct and operate a new compost facility, at the proposed site, to compost food scraps (targeted feedstock) and wood chips, using aerated static pile (ASP) technology. The drawings (see Appendix A) provided with the application should be reviewed in concert with this O&MP.

The site address is 132 Route 12, Preston and is identified as Lot 132, Block 12. The lot is owned by SCRRA and is 33.67 acres in total. A large portion of the lot is leased to Covanta for a waste-to-energy facility. The compost facility is located south of Brewster Road and will occupy about 7.5 acres. Depth to seasonal high groundwater is estimated at 40 feet, based on work performed by Covanta in 2021.

The proposed facility will be the first and only large-scale aerobic food waste composting facility in southeastern Connecticut, fulfilling an infrastructure need in a historically underserved region. With this facility, SCRRA will provide the infrastructure to create a sustainable, environmentally friendly system for diverting organics from the waste stream, to be turned into a high-quality soil amendment for farmers and gardeners. Creation of this facility will not only save money for the SCRRA member towns, in the face of rising waste management costs, but will also greatly benefit the environment in many ways, including reducing greenhouse gas emissions produced by trucks and sequestering carbon in the natural composting process.

The overarching goal of this facility is to provide our region with the large-scale infrastructure necessary to divert organics from the waste stream and process them into nutrient rich compost for the local community. The SCRRA facility will:

- Establish compost infrastructure that will facilitate diversion of food waste from the waste stream,
- Establish large-scale capacity for organics recycling,
- Reduce greenhouse gas emissions created by incineration and trucking of ash out of the region and trucking of purchased soil amendments into the region,
- Sequester carbon in the natural process of composting,
- Provide a local source of soil amendment/fertilizer alternative, some of which will be provided free to environmental justice communities for their community gardens,
- Reduce the amount of waste being sent to incinerators and landfills,
- Educate our communities about organics recycling and compost; and
- Save our town's money by lowering waste disposal costs.

SCRRA, in conjunction with SCS, completed a successful, CT DEEP-approved food waste composting demonstration project in that produced a high-grade soil amendment. The large-scale food waste composting demonstration project was conducted in 2021 at the town of Stonington's transfer station. The project evaluated the receipt and composting of food scraps using the same ASP technology as proposed here. SCRRA composted two batches of feedstock material, with differing mix ratios of food scraps to wood chips. This demonstration produced a high-grade soil amendment, as corroborated by certified lab tests.

2 METHODS OF COMPOSTING

The SCRRRA compost facility will use a hybrid process, including aerated static piles, followed by machine-turned windrows. Aerated Static Pile (ASP) composting is a controlled aerobic decomposition process, which entails placing organic materials in piles and maintaining high oxygen levels by continually blowing air through the piles.

COMPOSTING OVERVIEW

Composting involves the aerobic biological decomposition of organic materials to produce a stable, humus-like material. Composting happens naturally in the environment when organic material falls to the earth's surface. There are many compost technology options for managing most organic materials in the waste stream, each striving to optimize the biological conditions in the mass of material to achieve the most uniform, mature compost in a reasonable amount of time.

The composting process is somewhat forgiving in practice, so it is not always necessary to meet ideal conditions for making good compost, but the closer the system can get to the ideal, the better and more consistent the product will be. The resultant compost product makes a valuable soil amendment due to its high organic matter content. Organic materials contain rich nutrients that can play an important role in rebuilding soil structures. According to the USCC, compost's useful properties lead to healthier soil and plants, better nutrient cycling and greater fertility, and aid in erosion control and storm water management.

One distinct advantage that composting has compared to other organic processing systems is its ability to work at a wide range of scales with both low technology and high technology systems. A homeowner's backyard compost bin or pile can be an effective method for recycling household food scraps and yard trimmings. On a larger scale, municipal and private facilities can recycle from as little as a few hundred cubic yards of organics to more than 50,000 cubic yards each year and handle a variety of materials, including yard trimmings and food scraps.

When evaluating alternative processing methods or technologies, key criteria include available land and labor. Minimal or passive composting systems with limited management requirements will use more land area and take more time. More active composting systems with greater management requirements can process the materials more quickly, using less land. While it is important to be aware of odor concerns, a properly designed and operated composting system will not create problematic, persistent odors, regardless of the technology.

At a municipal and county level, it is common to compost leaves. The addition of food scraps to municipal leaf compost systems is becoming more common. The volume of food scraps that can be processed is limited by the amount of leaves/wood chips (or other carbon source) available and the ability to achieve a proper mixture. Leaves/wood chips and food scraps are mixed in appropriate proportions to create the proper carbon-to-nitrogen ratio; to add bulk to increase the stability of the pile; and, to increase porosity to allow greater air flow through the material during the decomposition process.

DESCRIPTION OF SCRRRA COMPOST FACILITY

The drawings provided with this application should be reviewed in concert with this section.

The SCRRA compost facility includes the following key components, presented in the order of the composting process:

- **Scale and Scale House:** Incoming organic materials will be weighed upon arrival at the facility. Commercial trucks with food scraps will be directed to the enclosed receiving and mixing building. SCRRA trucks with wood chips will be directed to the open-air wood chip stockpile area.
- **Receiving and mixing building:** The receiving and mixing building is a fully-enclosed building, with a concrete floor. Food scraps are unloaded inside the building and immediately mixed with wood chips. Food scraps are not stockpiled for any length of time and are incorporated into the composting process on the day of receipt. The organic materials (e.g., food scraps, wood chips) are mixed to create a mixture that meets the system's feedstock requirements (see Section 3).
- **ASP Bays:** Mixed organic materials are initially placed in a Phase 1 ASP bay. Each of the two Phase 1 ASP bays is delineated by moveable concrete bin blocks, with a height of 6 feet, a width of 24 feet, and a length up to 80 feet. At the end of the Phase 1 process, organic materials are moved to a Phase 2 ASP bay. Each of the two Phase 2 ASP bays is delineated by moveable concrete bin blocks, with a height of 6 feet, a width of 24 feet, and a length up to 80 feet. All ASP bays will include a concrete slab, with cast-in-place aeration trenches.
- **Curing Windrows:** At the end of the Phase 2 process, composted materials are moved to a curing windrow. Each of the four curing windrows will be up to 15 feet in height; up to 30 feet in width; and, up to 100 feet in length. The windrow area will include an asphalt millings surface.
- **Screening Area:** At the end of the curing phase, the composted material will be screened to remove non-organic materials and large particles (e.g., sticks, rocks, wood chips) to create fine-grade compost for distribution or sale. The screening area will include an asphalt millings surface.
- **Storage Areas:** Finished compost will be stored in the sales stockpiles, which will be up to 15 feet in height; up to 60 feet in width; and, variable in length. The sales stockpile will include an asphalt surface. Ground wood will be stored in stockpiles, which will be up to 15 feet in height; up to 30 feet in width; and, variable in length. The ground wood stockpile will include an asphalt millings surface.

Key terms are defined as follows:

- **Contact Water:** Water that has come in contact with raw feedstocks or active composting piles. It does not include water from curing piles, finished compost or product storage piles.
- **Curing:** A continuation of the composting process after the high heat stage (i.e, ASP process), during which stability and maturity continue to increase.

- **Stormwater:** Precipitation that has not come into contact with raw feedstocks or active composting piles.

SITE PREPARATION AND MANAGEMENT

The site will be compacted and graded to a 1.5-2.5% slope, which will prevent ponding of stormwater. The grading of the site, roughly from south to north, will generally match the existing grading and stormwater flow patterns. The drawings indicate the surfacing of the site for the various operational areas, which will include concrete, asphalt, or asphalt millings.

Stormwater will be directed into a new stormwater pond and reused in the process to the extent possible. Any excess stormwater will be directed to the existing site stormwater system (i.e., large infiltration basin to the north). Contact water from the ASP process will be contained and collected in a sump. Contact water will be pumped from the sump to a small above-ground tank and recycled back into the process.

A screening berm, 4 to 5 feet high, will be installed on the south perimeter. The berm will be planted with grass. Any other areas within the facility boundary, which are not covered by concrete or asphalt, will be planted with grass.

Control of customer access at the site entrances will be managed by physical barriers (gates and fences), signage, and staff vigilance. Signs will be located at the main facility entrance on Brewster Road. The facility entrance signage will identify the name and address of the site, phone number, hours of operation, and accepted materials. Perimeter fencing and locking gates will provide site security during non-operating hours and control entry during operating hours. Receiving building and scalehouse doors and entrances will be locked and inaccessible during non-operating hours.

SITE EQUIPMENT AND STRUCTURES

Major equipment that will be used at the site is as follows:

- Front-end loader
- Aeration blower (1 or 2)
- Trommel screen

The front-end loader and trommel screen will include diesel engines, which will be fueled by private fuel trucks. The loader will be parked inside the receiving building during overnight hours. The trommel screen will be stationed outside on a regular basis. The aeration blower will be powered by an electric motor.

Structures will include the following:

- Scalehouse, including bathroom
- Receiving and mixing building

The scalehouse is expected to be a modular building/office trailer. The receiving building is expected to be a 75-foot by 100-foot, pre-engineered, fabric-covered structure; see typical photo below.



3 OVERALL PROCESS

ACCEPTABLE FEEDSTOCKS AND RECEIVING GUIDELINES

Acceptable Feedstocks

The feedstocks will be sourced locally from residential and commercial generators in the SCRRRA member towns (i.e., East Lyme, Griswold, Groton, Ledyard, Montville, New London, North Stonington, Norwich, Preston, Sprague, Stonington, and Waterford). SCRRRA's twelve municipal transfer stations have an abundance of yard trimmings and wood waste, as generated within each town, which SCRRRA will grind for use in the compost facility as a bulking agent and source of carbon. SCRRRA plans to collect clean, source-separated food scraps at each of the municipal transfer stations and to partner with experienced organics haulers like Black Earth Compost (Gloucester, MA) and Blue Earth Compost (Hartford, CT) to provide curbside pickup to the residents of the SCRRRA member towns. We expect local businesses, schools, hospitals, etc. will also use the facility. Only clean, source-separated food scraps will be accepted. The specific quantity of food scraps that will be received from each type of generator is unknown at this time.

Initially, SCRRRA does not intend to accept compostable plastics. SCRRRA will work with the member towns and the above-noted haulers to provide outreach and training to the food scrap generators, including definition of acceptable materials.

SCRRRA expects that food scrap quantities will increase over time, with the first-year quantity estimated at 1,000 to 2000 tons (about 80 to 170 tons per month). The system shown in the drawings can manage about 5,500 tons of food scraps (about 460 tons per month) and 8,500 tons of wood chips per year (see calculations and process flow diagram in Appendix B). Finished compost will range from 3,500 cubic yards in the first year to about 19,000 cubic yards when higher input levels are reached. Due to tourism, food scrap quantities may increase in the summer season.

The facility will be open to commercial customers only. The general public will not be allowed to use the site for drop-off or pick-up of materials. Public participation (i.e., drop-off or pick-up of materials) will be allowed at the existing municipal transfer stations.

Grinding of woody material will be performed off-site, which will minimize dust and noise generation at the compost facility. Sufficient stockpiles of wood chips (about one month, or 2600 cubic yards) will be placed near the receiving building to facilitate mixing with each batch of food scraps.

Biosolids will not be accepted.

Receiving Guidelines

- Food scrap loads will be weighed on the facility scale.
- SCRRRA personnel will direct food scrap vehicles to the receiving and mixing building.
- Incoming food scrap material will be dumped on to a bed of wood chips, as taken from the wood chip stockpile. The amount of wood chips for the bed will be equal to 1.5 times the volume of the incoming vehicle (e.g., 15 cubic yards of wood chips for a 10 cubic yard food scrap load; wood chips will be measured by full bucket scoops of the loader; e.g., 5-CY bucket will require 3 scoops).

- SCRRRA will visually inspect incoming food scraps for unacceptable materials. Any incoming contamination will be recorded and categorized by SCRRRA as to type and amount. Contaminated or unacceptable feedstock will be segregated and disposed as MSW at the Lisbon WTE facility, with short-term storage in a dumpster placed inside the receiving and mixing building. SCRRRA will notify the hauler of any contaminated loads. The hauler will be responsible to notify the generators of contaminated loads, if identification of the generator can be ascertained.
- After removal of any contamination from each food scrap load, additional wood chips will be added to each load per the mix recipe (see below). The front-end loader will mix the materials inside the receiving building.
- The fully-mixed load will be moved to one of the Phase 1 ASP bays during the same day of receipt.
- Ground wood will be stored outdoors on an asphalt millings pad, as shown on the drawings. This area provides about 2,600 CY of storage capacity.

Operating Hours

During the first year, the facility will likely be manned for less than 40 hours per week, as it will take time to secure a steady supply of food scraps. Food scrap deliveries may be limited to certain days of the week. As quantities increase, SCRRRA expects to staff the facility during typical business hours; i.e., 5 days per week, 8 hours per day.

The aeration blower will operate 24 hours per day, 7 days per week, via an automated control system. The blower will operate with a variable frequency drive motor, which will greatly reduce the sound from the blower.

MIXING AND LOADING OF COMPOST BATCHES

General Guidelines

The recipes for each batch are based on the following assumptions and guidelines:

- Food Scrap
 - Moisture Content 50-85%
 - Bulk Density 1400 lb/yd³
- Wood chip material
 - Moisture Content 35-50%
 - Bulk Density 550 lb/yd³
- Mix Ratio Range (Food Scrap to Wood Chip)
 - By Weight: 1:1 to 1:2
 - By Volume: 1:3 to 1:4
 - Target Mix Bulk Density: ~800 to 1000 lb/yd³
 - Target Mix Moisture Content: 55-65%
 - Target C:N ratio: 30:1 to 40:1
 - Target Porosity: ~35 - 50%

Initially, the food scraps will be mixed with ground wood at a volumetric ratio of 4:1. This will result in a conservatively high ratio of carbon to nitrogen to minimize the potential for odors.

Loading of ASP Bays

After unloading each food scrap load on to the bed of wood chips, additional wood chips will be added to each load per the mix recipe. An appropriately sized front end loader will then mix and blend the materials together. Blended material will be used to load one of the Phase 1 ASP bays, as described below.

Each Phase 1 ASP bunker is delineated by moveable concrete building blocks, with a height of 6 feet, a width of 25 feet, and a length of up to 100 feet. The pile is static, and as such does not need to be turned. It is aerated via a blower system, which blows ambient air through two trenches installed below each bay. This process provides oxygen, enabling the microorganisms responsible for breaking down the material to thrive. It also cools the pile to acceptable temperatures.

Each ASP bay will be loaded as follows:

- Place a 2-inch to 6-inch base layer of wood chips on the aeration trenches.
- Load mixed material into the ASP bay.
- Build the pile up to 10 feet high, creating a uniform trapezoidal shaped pile.
- Cover the pile with 6 inches of wood chips or finished, unscreened compost.
- Place the temperature sensor in the pile.

COMPOST PROCESS

SCRRRA expects that food scrap quantities will increase over time, with the first-year quantity estimated at 1,000 to 2000 tons (about 80 to 170 tons per month). The system shown in the drawings can manage about 5,500 tons of food scraps (about 460 tons per month) and 8,500 tons of wood chips per year. Finished compost will range from 3,500 cubic yards in the first year to about 19,000 cubic yards when higher input levels are reached.

Each batch will be composted over a 3-month period, in three phases, as described below.

Phase 1 ASP

Phase 1 will include the following activities:

1. Turn the control system on
2. Let the automated aeration system operate for 14-21 days. The blower and control valves will modulate to regulate temperatures in the ASP bay to range from 130 to 140 F.
3. Monitor temperature readings daily via the internet. Monitor moisture by hand-squeeze method.

4. At the end of the period, turn off the control system.
5. Unload and move the material to a Phase 2 bay with the front-end loader, add water as needed, re-cover the pile with 6 inches of wood chips or finished, unscreened compost, as a biofilter, and return the sensors to the pile.

Phase 2 ASP

Phase 2 will include the following activities:

1. Turn the control system on
2. Let the automated aeration system operate for 14-21 days. The blower and control valves will modulate to regulate temperatures in the ASP bay to range from 130 to 140 F.
3. Monitor temperature readings daily via the internet. Monitor moisture by hand-squeeze method.
4. At the end of the period, turn off the control system.
5. Unload and move the material to a curing windrow with the front-end loader and add water as needed.

Curing Windrow

Curing will include the following activities:

1. Turn each windrow once per week.
2. Monitor temperature readings weekly via the internet.

The curing phase allows the temperature to drop as the composting process slows and the product becomes more stable (about one month).

After curing, the product will be screened through a trommel. The screen separates out larger wood particles from the finer compost that can be sold. The fine product that makes it through the screening process will be stored in a Sales Stockpile on the east end of the facility. SCS estimated compost demand throughout the year to size this area. Finished Compost will build up during the fall and winter, and be drawn down in the spring and summer, as demand spikes for the product. The larger material that does not drop through the screen, mostly wood chips that have not fully decomposed, will be stored in a separate Overs Stockpile, and will be recycled into the beginning of the composting process.

4 TESTING AND MONITORING

MATERIAL QUANTITIES AND TRUCKS

SCRARRA will measure and record the weight of food scraps at the scalehouse. SCRARRA will volumetrically measure and record the volume of wood chips that are used for the process.

During the first year, food scrap deliveries may be limited to certain days of the week. About 5 truckloads of food scraps per week will be delivered in the first year, and wood chip deliveries will be about 1-2 trucks per week. In future years, there may be 5 trucks of food scraps and 1 truck of wood chips per day.

TEMPERATURE MONITORING AND RECORDKEEPING

Two temperature probes are used to continuously measure temperatures in each ASP pile, during each ASP phase. The temperature records will document pathogen reduction, based on applicable guidelines. Temperature records will be stored digitally and will be available for review, upon request.

MOISTURE MONITORING

Moisture will be monitored throughout the compost process. Moisture will be monitored by a hand squeeze test and recorded on a field form.

SAMPLE COLLECTION AND TESTING OF FINISHED COMPOST

SCRARRA's Quality Assurance Plan (QUAP) is participation in the USCC Seal of Testing Assurance (STA) Program. Material samples will be collected per USCC guidelines (see Appendix C). The samples will be sent to a STA Compost-Certified lab for analysis of typical compost parameters, as recommended by USCC, including degree of completion (e.g., stability, maturity). Compost samples will be sent to the lab using a Chain of Custody form.

The STA frequency for lab testing is determined by the annual finished wet tonnage of compost, as follows:

- For 1 - 6,200 tons of compost production: 1 sample per 3 months.
- For 6,201 to 17,500 tons of compost production: 1 sample per 2 months.

Initially, SCRARRA will test one sample per 3 months. As quantities increase, SCRARRA will test one sample per 2 months.

Finished compost will be ready for distribution when lab tests or field tests indicate that it is "stable" and "mature", based on carbon dioxide evolution tests and plant bioassay tests (see Appendix D for USCC-lab test results from the SCRARRA pilot test). Expected users of the finished compost include farmers and landscape companies. While compost will be generated year-round, it is expected that most compost will be sold in the Spring and Fall seasons (see Appendix B for estimated seasonal distribution).

GENERAL INSPECTIONS

SCRARRA will inspect all physical facilities on a regular and routine basis, including working surfaces, fences, contact water sump and pump, stormwater pond inlets and outlets, scales, buildings, and other components. Inspections will be noted in a daily log.

ENVIRONMENTAL MONITORING AND COMPLAINTS

SCRARRA will install and maintain a weather station at the scalehouse. The weather station will measure and record air temperature; wind speed and direction; and, barometric pressure. Weather records will be stored digitally and will be available for review, upon request.

Noise from truck traffic will be minimal due to the limited number of trucks delivering materials, as noted above. Further, food scrap trucks will unload inside the receiving building. Mixing will also occur inside the building, which will minimize noise. The process relies on static piles with only occasional movement of the materials by a loader. As such, noise from loader operation will be kept to a minimum.

Likewise, dust generation will be minimized. As noted, mixing will occur indoors, which will contain and control dust. During dry conditions, stormwater from the detention pond can be used for dust control for the roads and the screening process. Dust control measures will be noted in a daily log.

Complaints from the public, if any, can be made by calling the SCRARRA main office. Compost staff or office staff will investigate any complaints and maintain records of complaints and remedies.

5 SITE CONTROLS

LEACHATE/CONTACT WATER CONTROL

For each ASP bay, the concrete pad will be sloped to drain contact water to the aeration trench, which will serve a dual purpose as a below-grade leachate drainage system. In this approach, contact water will be collected from each ASP bay and drained by gravity to a sump. Contact water will be pumped from the sump to a storage tank located near the receiving building. Contact water from the storage tank will be recycled into the process to increase the moisture content of the feedstocks and will be used preferentially over other water sources.

Each ASP bay is expected to generate 50 gallons per day of contact water. Based on four bays, total generation of contact water is 200 gallons per day.

The concrete floor in the receiving building will be sloped into the building and will be provided with a curb to contain any water. Wood chips will be used to absorb any free water on the concrete floor. No floor drains will be provided in the receiving building.

STORMWATER CONTROL

The site will be compacted and graded to a 1.5-2.5% slope, which will prevent ponding of stormwater. The grading of the site, roughly from south to north, will generally match the existing grading and stormwater flow patterns.

Stormwater will be directed into a new stormwater pond and reused in the process to the extent possible. Any excess stormwater will be directed to the existing site stormwater system (i.e., large infiltration basin to the north).

Swales are provided on the east and west sides of the facility to prevent stormwater run-on to the compost areas. The east-side swale discharges to the existing infiltration basin, which is consistent with current stormwater management.

ODOR CONTROL

Odors will be controlled using a combination of techniques. Food scrap materials will be received inside the receiving building and processed daily, such that no food scrap material will be stored in the building overnight. Food scraps will be mixed with wood chips on the same day of receipt and moved into a Phase 1 ASP bay. If the food scrap materials cannot be mixed and/or moved within the same day due to an upset condition, the materials will be covered with wood chips, four to six inches in depth, to act as a biofilter.

The ASP system will maintain conditions at optimal levels for temperature and oxygen, and thereby minimize odor generation. The blower is designed for high flow capacity, such that oxygen levels in the ASP bays will remain high and temperatures will be controlled to the optimal range for the microbes (i.e., 130 to 140 F). Most odor-causing compounds are generated and broken down in the first two weeks of the process. A biocover will be placed over the top of the ASP bays to reduce emissions. This biocover will consist of unscreened, finished compost or ground wood waste. The biocover will be wetted on a regular basis to improve emissions reductions. Should offensive odors be detected, placement of a thicker biocover over the top of the ASP bays can reduce emissions.

While turning of the curing windrows can release odors, windrow composting is a secondary process that occurs after the odor-potential phase has passed. Turning not only re-mixes the material in the windrows, it aerates and breaks open feedstock pieces allowing better access for the microbes to degrade the material. Consistent turning to maintain well managed materials will generate less odors than allowing the piles to sit and possibly become anaerobic.

If odors are detected onsite, the source of the odor will be identified, and appropriate steps will be implemented to eliminate them. If notification of off-site odor is received, the source of the odor will be identified and remedial action will be taken, if necessary. Remediation activities may consist of additional aeration, additional capping of exposed materials, removal of materials from the site, or a combination of these techniques. Odor records will be noted in a daily log.

Ponded water and anaerobic conditions can generate odors. Water will be managed at the site to collect and contain contact water, and prevent ponding of water in areas other than the detention pond. Utilization of water from the pond to moisture condition the initial feedstock mix will help to avoid buildup of stagnant conditions that could lead to offensive odors. If odors from the pond become an issue, additional controls can be implemented such as oxygenating using aerators or stirring mechanisms.

FIRE PREVENTION

The system includes near-continuous monitoring of temperature. The temperature is monitored for high temperature events, which can be avoided by turning on the blower system to cool the pile, if needed. The control system will provide automated alerts to SCRRA staff in the case of extreme high temperatures (greater than 180 F).

The Gales Ferry Fire Company is located about 3 miles south of the SCRRA facility on Route 12. SCRRA will conduct a tour of the compost facility for the Fire Company, once the facility is constructed.

VECTOR CONTROL

The covered and mixed condition of the test pile will minimize the ability for pests to access the in-process feedstock materials. Further, the mixed materials will quickly attain high temperatures, above 130 F, which will offer little to no appeal for vectors.

6 EMERGENCY RESPONSE PROTOCOLS

During the first year, the facility will likely be manned for less than 40 hours per week, as it will take time to secure a steady supply of food scraps. Food scrap deliveries may be limited to certain days of the week. As quantities increase, SCRRA expects to staff the facility during typical business hours; i.e., 5 days per week, 8 hours per day.

The system includes near-continuous monitoring of temperature. The temperature is monitored for high temperature events, which can be avoided by turning on the blower system to cool the pile, if needed. The control system will provide automated alerts to SCRRA staff in the case of extreme high temperatures.

In the unlikely scenario of a fire or other emergency, SCRRA staff will call 911 to alert the local fire department and emergency personnel. SCRRA staff will muster at the employee parking area to await emergency personnel.

7 SCHEDULE

During the first year, the facility will likely be manned for less than 40 hours per week, as it will take time to secure a steady supply of food scraps. Food scrap deliveries may be limited to certain days of the week. As quantities increase, SCRRA expects to staff the facility during typical business hours; i.e., 5 days per week, 8 hours per day.

The aeration blower will operate 24 hours per day, 7 days per week, via an automated control system.

Each batch of materials will be composted over a 2-month period, in three phases, as described above, to create mature compost.

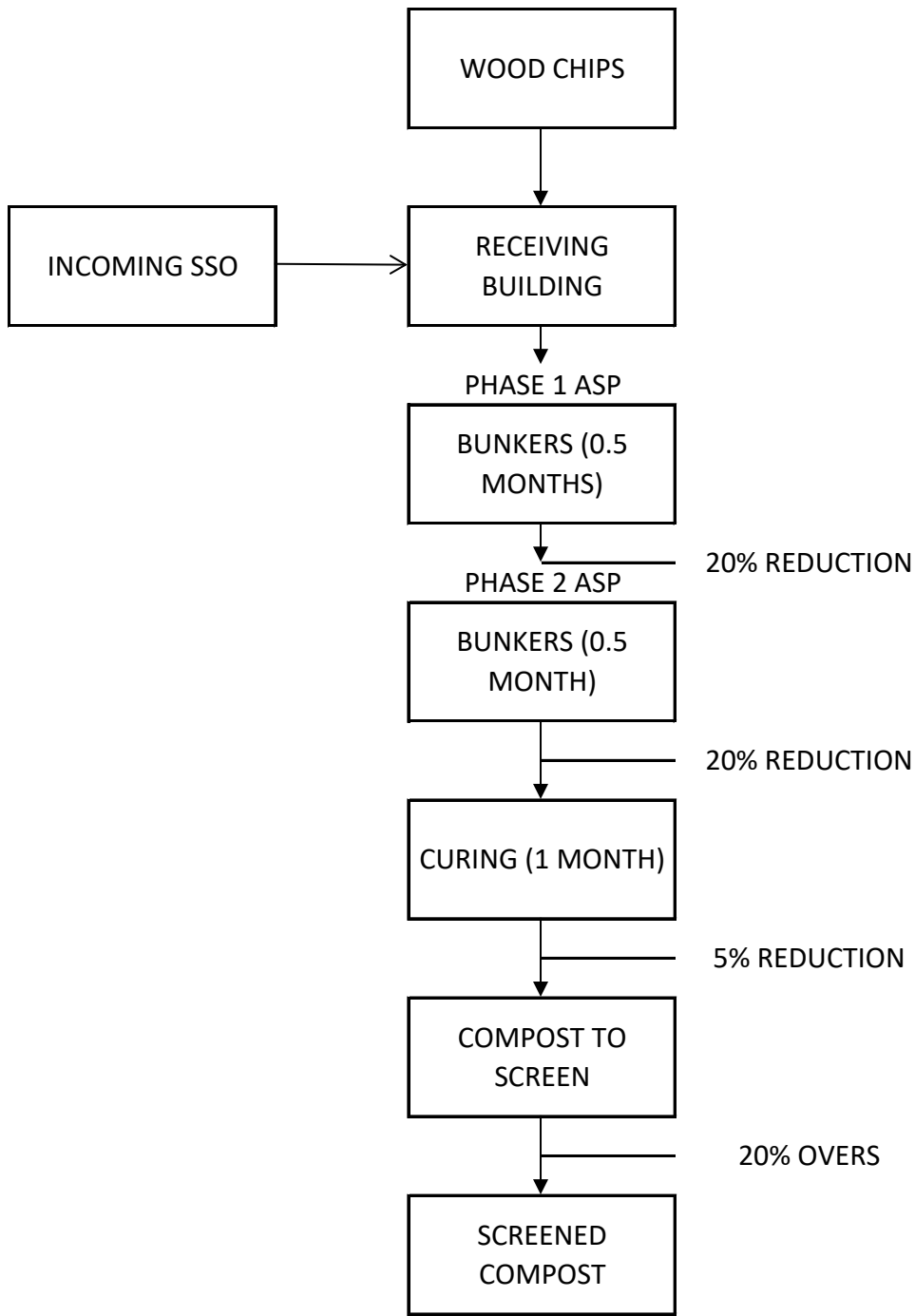
8 FACILITY MANAGEMENT

The compost facility will be managed and operated by properly trained SCRRRA staff, with support from SCS staff, as follows:

- SCRRRA
 - Dave Aldridge: Dave is SCRRRA’s executive director. Dave attended the 2019 Composting Council Research and Education Foundation (CCREF) Compost Operator’s Training Course at Cornell University from August 5 through 9, 2019. This 40-hr, 5-day course focused on operating a successful composting facility, and included in-depth lectures, as well as indoor and outdoor activities.
 - Winston Averill: Winston is SCRRRA’s recycling coordinator. Winston attended the above-noted CCREF course in August 2019.

- SCS
 - Greg McCarron: Greg is SCS’ “National Expert” for organics management, which includes composting. Greg attended the Solid Waste Association of North America (SWANA) “Managing Composting Programs” training course in Boston in February 2019. Greg also attended the US Composting Council (USCC) “Compost Manufacturing” training course in New Jersey in September 2020. Greg is a USCC Certified Composting Professional™.
 - Will Conrad: Will oversees SCS’ compost operations in New England and previously was the facility manager at a compost facility on Cape Cod. Will is also a USCC Certified Composting Professional™.

Purpose	The purpose of this workbook is to calculate the Mass and Volume Balance for SCRRRA's compost program in order to estimate site acreage requirements.
General Description of Model	This model uses presumed yearly feedstock data to create a quarterly model of composting requirements. This data, along with some assumptions and inputs based on SCS expertise and conversations with SCRRRA, is used in a Mass/Volume Balance model to estimate volumes for each step in the process flow. The process is defined by the amount of food waste received and a volumetric ratio of food waste to wood chips. As such, stockpiles and deficits for each component, besides food, are calculated and presented. Sales stockpiles are also calculated based on projected sales values.
Description of Tabs	
PFD	The Process Flow Diagram presents each step of the process along with arrows to show flow, to match the Mass Balance Sheet stream numbers.
Inputs	This tab includes known or estimated values that are used throughout the rest of the workbook. These include component densities, volume reductions for each step, estimated sales, and stockpile and windrow cross sectional areas.
Mass Balance	This sheet is an overview of how volume changes in each step of the compost process. The inputs are driven by incoming food values and the composting recipe, and the sales portion is driven by expected sales. Stockpiles are described in later sheets.
Curing Windrows	This sheet uses the Windrow Length to look up the number of windrows required.
Area Requirements	This sheet summarizes the area requirements for the input stockpiles, windrows, and sales stockpile. This sheet should help plan for maximum stockpile areas in planning, and also help see how the areas change over the year, from minimum to maximum piles
Questions	Questions that arise as we are working on the project are placed here



INPUTS

2034 <-Enter Year for Analysis Here

Volume Ratio	
Food Scraps	Wood Chips
1	4

Waste Acceptance				
Waste Type:	Food Scraps		Wood Chips	
Annual growth rate:	10%			
Year	(tons)	(CY)	(tons)	(CY)
2025	2,300	3,286	3,614	13,143
2026	2,530	3,614	3,976	14,457
2027	2,783	3,976	4,373	15,903
2028	3,061	4,373	4,811	17,493
2029	3,367	4,811	5,292	19,242
2030	3,704	5,292	5,821	21,167
2031	4,075	5,821	6,403	23,283
2032	4,482	6,403	7,043	25,612
2033	4,930	7,043	7,748	28,173
2034	5,423	7,748	8,522	30,990
2034	5,423	7,748	8,522	30,990

Selected Yea

Quarterly Distributions			
Quarter	Food	Wood Chips	Sales
Q1	25%	25%	10%
Q2	25%	25%	40%
Q3	25%	25%	30%
Q4	25%	25%	20%

Volume Reductions	
Food to Phase 1 ASP	0%
Wood to Phase 1 ASP	0%
Phase 1 ASP	20%
Phase 2 ASP	20%
Curing Stockpile to Product Stockpile	5%

Woodchips Overs	
Recycling Rate	20%

Dimensions			
Wood Chips Stockpile	Height	ft	15
	Width	ft	30
	Area	ft ²	225
	Length	ft	calculate
	Time	months	1
Phase 1 ASP	Total Height	ft	10
	Block Height	ft	6
	Width	ft	24
	Area	ft ²	192
	Length	ft	80
	Volume	CY	569
	Time	months	0.5
Phase 2 ASP	Total Height	ft	10
	Block Height	ft	6
	Width	ft	24
	Area	ft ²	192
	Length	ft	80
	Volume	CY	569
	Time	months	0.5
Curing	Height	ft	15
	Width	ft	30
	Area	ft ²	225
	Length	ft	calculate
	Time	months	1
Overs	Height	ft	15
	Width	ft	30
	Area	ft ²	225
	Length	ft	calculate
	Time	months	0.5
Sales	Height	ft	15
	Width	ft	60
	Area	ft ²	675

1:1 slopes; trapezoid

Densities		
Food Waste	lb/cy	1,400
Wood Chips	lb/cy	550
Water	lb/cy	1,685

MASS BALANCE FOR SELECTED YEAR

2034

Stream Description	Feedstocks			ASP		Curing			Sales	
	Food Waste	Wood Chips	Total Input to ASP	End of Phase 1	End of Phase 2	End of Curing	Wood Chip Recycle	Finished Compost	Compost Sold	Sales Stockpile
Quarter 1										
Mass (tons)	1,356	2,131								
Density (lb/CY)	1,400	550								
Volume (CY)	1,937	7,748	9,684	7,748	6,198	5,888	1,178	4,711	1,884	2,826
% (by volume)	20%	80%	100%							
Quarter 2										
Mass (tons)	1,356	2,131								
Density (lb/CY)	1,400	550								
Volume (CY)	1,937	7,748	9,684	7,748	6,198	5,888	1,178	4,711	7,537	0
% (by volume)	20%	80%	100%							
Quarter 3										
Mass (tons)	1,356	2,131								
Density (lb/CY)	1,400	550								
Volume (CY)	1,937	7,748	9,684	7,748	6,198	5,888	1,178	4,711	5,653	-942
% (by volume)	20%	80%	100%							
Quarter 4										
Mass (tons)	1,356	2,131								
Density (lb/CY)	1,400	550								
Volume (CY)	1,937	7,748	9,684	7,748	6,198	5,888	1,178	4,711	3,768	0
% (by volume)	20%	80%	100%							
Total										
Mass (tons)	5,423	8,522	13,946							
Density (lb/CY)	1,400	550	720							
Volume (CY)	7,748	30,990	38,738	30,990	24,792	23,553	4,711	18,842	18,842	0
% (by volume)	20%	80%	100%							

Volume for Curing	2,066	cy
Curing Length Needed	248	ft
Number of Rows	3	
Aisle Width	10	ft
Outer Width	20	ft

Row #	Length (ft)	Cumulative Length
0	0	0
1	100	100
2	100	200
3	100	300
4	100	400
5	100	500

	Cross-Sectional					Footprint	
	Volume (CY)	Area (sqft)	Width (ft)	Length (ft)	Rows Needed	Area (sqft)	Area (AC)
Wood Chips Stockpile	2,583	225	30	310		9,297	0.21
Overs Stockpile	196	225	30	24		707	0.02
Phase 1 ASP	1,614	192	24	227	3	5,760	0.13
Phase 2 ASP	1,291	192	24	182	3	5,760	0.13
Curing Windrows	2,066	225	30	248	3	37,188	0.85
Sales Stockpile	4,711	675	60	188		11,305	0.26
Total						70,017	1.61

Test Method: Selection of Sampling Locations for Windrows and Piles						Units: NA		
Test Method Applications								
Process Management						Product Attributes		
<i>Step 1:</i> Feedstock Recovery	<i>Step 2:</i> Feedstock Preparation	<i>Step 3:</i> Composting	<i>Step 4:</i> Odor Treatment	<i>Step 5:</i> Compost Curing	<i>Step 6:</i> Compost Screening and Refining	<i>Step 7:</i> Compost Storing and Packaging	<i>Safety Standards</i>	<i>Market Attributes</i>
		02.01-B	02.01-B	02.01-B	02.01-B	02.01-B	02.01-B	02.01-B

02.01-B SELECTION OF SAMPLING LOCATIONS FOR WINDROWS AND PILES

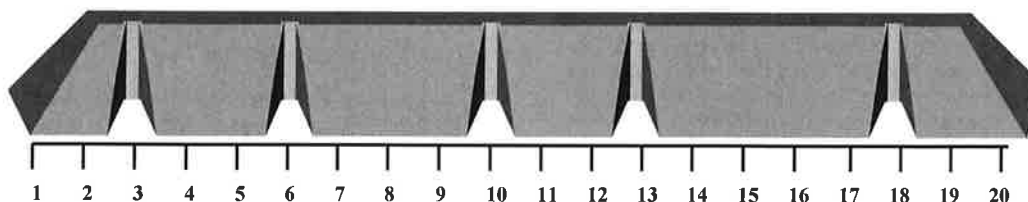


Fig 02.01-B1 Hypothetical sample collection pattern from a compost windrow.

NOTE 1B—In this example, a scale from 1-20 is superimposed on the long dimension of a compost windrow. Five distances (3, 6, 10, 13 and 18 m) are randomly selected to each side of the windrow, (e.g., numbers randomly pulled from a hat), to assign sample collection locations. Point-samples are collected from within three zones at each cutout.

NOTE 2B—The illustrated cut-outs are depicted on one side of the windrow; in a real operation, the cut-outs must be randomly assigned to each side of the windrow. Cone-shaped piles have a circular base. Measure around the base of a pile's meridian, or circumference.

10. Apparatus for Method B

10.1 *Sampling Container*—five 16- to 20-L (4- to 5-gal), plastic (HDPP), glass.

10.1.1 *Organic Contaminant Tests*—For samples to be analyzed for the presence of organic contaminants, please refer to Table 02.01-6 Organic Contaminant Tests: Sampling containers and conditions for compost and source ingredient testing. Modify sample packaging steps presented in this section accordingly.

10.2 *Sampling Device*—silage auger, tilling spade, or other appropriate sampling device.

10.3 *Tractor Loader*—with loader, (e.g., Bobcat, etc.).

10.4 *Trowel*—high-density polypropylene (HDPP), for stirring and mixing composite sample.

10.5 *Pail*—16- to 20-L (4- to 5-gal), square pails, Use standard 5-gal plastic pails for shipping only when square pails are not available (e.g., square pails are available through Cleveland Bottle & Supply Co.; 850 East 77th Street; Cleveland, OH 44103; telephone: 216 881 3330; Fax: 216 881 7325; URL: <http://www.clevelandbottle.com/squrpail.html>).

11. Reagents and Materials for Method B

11.1 *Plastic Bags*—three 4-L (1 gal) durable bags with seal, (e.g., Ziploc® Freezer bags).

11.2 *Plastic Gloves*.

11.3 *Tarp*—clean plastic, canvas, or other type of mixing surface if feedstock is liquid sludge.

11.4 *Cold Packs*—chemical ice packs, or 4-L plastic bags (e.g., heavy duty Ziploc® freezer bags) filled with approximately 0.5 L of water and frozen flat. One ice pack per 4-L sample container of compost to be shipped, (e.g., three ice packs are recommended for three compost 4-L samples).

11.5 *Aluminum Foil*—lining for plastic shipping pail, and

11.6 *Packing Material*—newspaper or other appropriate bulking material to be used as packing or fill to minimize sample movement within the shipping container (square pail) during shipping.

11.7 *Adhesive Tape*—duct tape, 5-cm (2-in.) width.

12. Procedures for Method B

12.1 *Cut into Finished Compost*—Using tractor skid-loader, bobcat or shovel, or sample boring device, cut into the finished compost pile or windrow at five or more randomly selected positions. Collect samples from the full profile and breadth of the compost windrow or pile. Refer to Fig 02.01-B1.

12.2 *Collect Point-Samples*—Samples of equal volume are extracted from the compost pile at three depths or zones measured from the pile's uppermost surface. Collect no less than five point-samples from each of the three depths or zones illustrated in Fig 02.01-B2. The five point samples for each zone must be collected in a manner to accurately represent the horizontal cross-section of the windrow or pile. Use a sanitized sampling tool (a gloved hand, clean shovel or auger) when collecting samples and when transferring samples to the 5-gal sample collection pail.

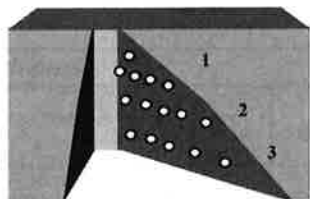


Fig 02.01-B2 Five horizontally dispersed point-samples are collected from each of three depths or zones within each cutout.

NOTE 3B—(1) upper $\frac{1}{3}$ of compost profile height; (2) middle $\frac{1}{3}$ of compost profile height; and (3) lower $\frac{1}{3}$ of compost profile height, where compost pile does not exceed the recommended overall height of 3 m. Create more than three sampling depths or zones within each cutout when the curing pile exceeds a height of 3 m, relative variability is high or the property of interest is found at very low concentrations, near the laboratory detection limit.

12.3 *Composite Point-Samples*—Place all 15 point samples from one cutout together into one sanitized plastic pail. Completely mix the point samples by stirring thoroughly with a sanitized wooden stick or lath, and by covering and shaking the pail to further mix the samples.

12.3.1 Repeat the blending process at least four times until all point samples are thoroughly blended to form one composite sample that accurately represents the compost for the cutout.

12.3.2 Proceed to the next compost sample cutout and repeat this process to collect one thoroughly blended composite sample from each of the five cutouts.

12.3.3 *Composite Sample*—Transfer the five composite samples from the sample collection pails onto a mixing tarp or other appropriately sanitized surface or container, such as into a large pail where all samples can be mixed, blended and then covered to minimize moisture loss. Thoroughly blend the five composite samples to form one large sample that represents the average condition of the entire batch or windrow in question.

12.3.3.1 Quarter the composite sample and thoroughly mix and quarter again. Continue to subdivide and split the sample into quarters and mix as described until sample size reaches approximately 12 L (3 gal).

12.4 *Stratified Sampling*—This sample collection strategy is used to evaluate for the presence of spatial variations or gradients in compost characteristics across and through a windrow or pile.

12.4.1 *Stratified Samples across Cutouts*—Use this sampling strategy to test for differences in compost characteristics between sample cutouts and along the longer dimension of a windrow. Do not composite materials from the five separate cutouts when

monitoring for the presence of gradients along the longer dimension of a windrow. Pack and prepare five separate samples (i.e., five separate composite samples, one from each cutout) for shipment as described in step 12.5.

12.4.2 *Stratified Samples within Cutouts*—Use this sampling strategy to evaluate for the presence of spatial variations or gradients that occur with changes in pile depth or distance from the windrow core to its surface.

12.5 Prepare for Shipment and Storage:

12.5.1 Transfer the blended compost to three 4-L (1-gal) sample bags, (e.g., plastic Ziploc[®] freezer bags).

12.5.2 Line the shipment pail with aluminum foil or other reflective material to minimize sample heat-gain. Place the sample bags containing the compost sample into the plastic pail and interleave with ice packs for shipping (refer to Fig 02.01-B3).

12.5.3 Cover the pail with its lid. Seal and secure the lid with a packing tape. Send the sample pail by one-day express delivery service to your selected laboratory for analysis. Include a chain of custody information sheet with environmental regulatory samples (Refer to Method 02.01-E).

NOTE 3B—Maintain cool samples at 4°C (39.2°F) to diminish microbial and chemical activity prior to and during sample shipment.

Foil lined plastic pail lid

Three 4-L sample containers

Two 4-L ice packs

Foil lined shipping pail

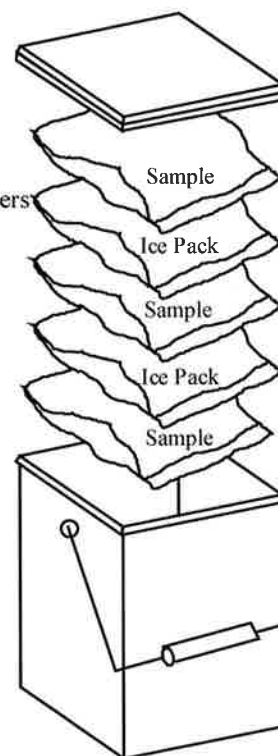


Fig 02.01-B3 Preparation for shipment.



Client: SCS ENGINEERS	Product: Compost	Date Reported: 01/14/22
4 EXECUTIVE BLVD	Date Sampled: 12/30/21	Laboratory # C22-102
SUFFERN, NY 10901	Date Received: 01/03/22	Reviewed by Brent Thyssen, CPSSc
845-357-1052	Invoice #: C22-102	PO#: 02-NY00556
		Amount: \$190.00

Nutrients

Method	As Received	Dry Wt.	Units	Low	Normal	High	Typical Range	
Moisture	70 C	60		*****			15 to 40	
Solids	70 C	40	%	*****			60 to 85	
pH	1:5	7.3	NA	*****			5.5 to 8.5	
E.C. (Sol. Salts)	1:5	0.26	0.64	mmhos/cm	*****			below 5.0
Total N	TMECC 04.02D	0.48	1.19	%	*****			1 to 5
Organic C	TMECC 04.01A	9.1	22.6	%	*****			18 to 45
Organic Matter	TMECC 05.07A	15.6	39.0	%	*****			40 to 60
Ash	550 C	24.5	61.0	%	*****			40 to 60
Ammonium -N	TMECC 05.02C	40	99	mg/kg	*****			90 to 450
Nitrate-N	TMECC 04.02B	3.8	9.5	mg/kg	***			50 to 250
C/N ratio			19	ratio	*****			18 to 24

Respiration & Stability

Method	Units	Low	Normal	High	Normal	
CO2 Evolution	TMECC 05.08	0.3	mg CO ₂ -C/g OM/day	**		1 to 7
	TMECC 05.08	0.4	mg CO ₂ -C/g TS/day	****		0.5 to 5
Stability Rating	Very Stable					

Cucumber Bioassay

Method	Units	Low	Normal	Normal		
Emergence	TMECC 05.05A	93	%	*****		80 to 100
Vigor	TMECC 05.05A	97	%	*****		85 to 100
Maturity	Mature					

Particle Size Distribution TMECC 2.02 B & C

inches	mm	% Passing	Inerts	% by wt.
3	76.2	100		
2	50	100	Total Plastic	0.00
1	25	100	Film Plastic	0.00
3/4	19.1	100	Glass	0.00
5/8	16	100	Metal	0.00
1/2	12.5	100		0.00
3/8	9.5	100		
1/4	6.3	99		

Sample was received, handled and tested in accordance with TMECC procedures