

HOUSATONIC RESOURCES RECOVERY AUTHORITY

PERMITTING, DISPOSAL AND BILLING PROCEDURES

Adopted June 9, 1993
Insurance Requirements Revised January 19, 2007

ARTICLE I

GENERAL

Section 1.01 – Definitions. As used in these procedures, the following terms shall have the meaning set forth below:

- a. “Acceptable Waste” shall mean all household garbage, trash, rubbish, refuse, and combustible agricultural, commercial, governmental and light industrial waste now normally or which may be hereinafter collected and disposed of by or on behalf of the HRRA, but excluding (i) explosives and ordinance materials, pathological wastes, chemicals, radioactive materials, oil, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, non-burnable construction materials and demolition debris (but home remodeling waste and debris in reasonable quantities are not considered “demolition debris”) and hazardous refuse of any type or kind (including those addressed by regulations adopted by the United States Environmental Protection Agency (“EPA”) pursuant to the Resource Conservation Recovery Act of 1976, as amended, or other federal statutes adopted by the Connecticut Department of Environmental Protection (“DEP”), such as, but not limited to, cleaning fluids, crankcase oils, cutting oils, hazardous paints, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluid and refuse of similar nature), (ii) any 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, and (iii) all large household appliances, commonly referred to as “white goods” including, without limitation, refrigerators, stoves, washing machines, drying machines and the like, (iv) all items designated from time to time by the Commissioner of the Connecticut DEP pursuant to the provisions of Section 221-241b(a) of the General Statutes as suitable for recycling and other such items as are actually recycled, (v) all other items of waste which HRRA reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Transfer Station or be in violation of any judicial decision, order or action of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. The parties recognize that some substances which are not, as of the date of this document, considered harmful or of a toxic nature or dangerous, may be determined as such by DEP and/or EPA subsequent to the date thereof as hazardous, toxic, dangerous or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.
- b. “Account” shall mean a statement of transactions during a fiscal period arising from a formal business arrangement between the Authority and a person, firm or Participating Municipality providing for the use of the Transfer Station and the services in connection therewith.

- c. “Authority” shall mean the Housatonic Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut.
- d. “Mixed Load” shall mean Solid Waste from more than one Participating Municipality stored and carried in a single vehicle, roll-off box or trailer and delivered to any of the Transfer Stations.
- e. “Municipal Waste Disposal Agreement” or “MWDA” shall mean the contract between the Authority and a Participating Municipality for disposal of all Acceptable Waste generated by the Participating Municipality within its boundaries.
- f. “Participating Municipality” means the municipalities that have entered into a Municipal Waste Disposal Agreement with HRRA.
- g. “Permit Application” shall mean the form to be completed and submitted to the Authority for approval to deliver Acceptable Waste to the Transfer Station.
- h. “Collector” shall mean those persons, corporations, firms, governmental agencies, quasi-governmental agencies, or other entities owning, leasing or operating vehicles, roll-off boxes or trailers, who have completed and submitted a Permit Application to the Authority and have been issued a permit to use the Transfer Station.
- i. “Decal Number” shall mean the number assigned to a vehicle, trailer, or a roll-off box, which has been approved by the Authority to use the Transfer Station.
- j. “Transfer Station Manager” shall mean the manager in charge of the operation and management of the Transfer Station designed to receive Acceptable Waste from a Participating Municipality.
- k. “Transfer Station” means the transfer station or transfer stations designated by HRRA located or to be located within one or more of the Participating Municipalities to be used for the transfer of Acceptable Waste from local Collectors’ vehicles to vehicles appropriate for hauling such Acceptable Waste to the Facilities.
- l. “WES” means Wheelabrator Environmental Systems, Inc.
- m. “Operator” means WES or, if applicable, any subcontractor engaged by WES to operate the Transfer Station.

Section 1.02 – General Principles of Interpretation.

- a. The captions contained in these procedures have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the express terms or provisions of these procedures.
- b. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of these procedures so requires.
- c. The Authority reserves the right to amend these procedures and the definitions herein from time to time as it deems necessary in its sole discretion.
- d. These procedures are intended to comply and be consistent with each Municipal Waste Disposal Agreement. In the event of any conflict between these procedures and any Municipal Waste Disposal Agreement, the latter shall control.

ARTICLE II

PERMITTING AND BILLING

Section 2.01 – Permit Application

- a. Any Collector or Participating Municipality that desires to use the Transfer Station shall obtain a permit in accordance with these procedures before delivering Acceptable Waste to the Transfer Station.

Each May, HRRRA will send all Collectors, and Municipalities which will haul MSW to the Transfer Station from municipal sources, applications for the registration of collection vehicles. This first year (1993), a meeting will be held in May to brief all haulers on the requirements and procedures of the system and to answer questions.

- b. Each Applicant for a permit shall complete a Permit Application, a copy of which is attached hereto as Appendix A, and provide to the Authority all of the necessary information requested thereon, including but not limited to: (i) the identification of each vehicle owned, leased or operated by the Applicant or its agents and employees and to be used by the Applicant for the delivery of Acceptable Waste to the Transfer Station; (ii) all Participating Municipalities in which each such vehicle will collect Acceptable Waste; and (iii) all certificates of insurance that the Applicant is required to provide pursuant to Section 2.01. In connection with the foregoing, each Applicant shall also execute and submit to the Authority all documents attached to the Permit Application, including but not limited to: (i) a Transfer Station Access Agreement, a Release of Liability and Indemnification Agreement/Attestation Agreement (Appendix D); and (ii) a Credit Agreement (Appendix B).

Section 2.02 – Submission of Permit Application and Permit Fee

- a. Upon Applicant's completion of the Permit Application and execution of all documents attached thereto, the Applicant shall submit such Permit Application and documents to the Authority along with the pertinent permit fee for such Applicant. The Permit Fees payable by each Applicant hereunder are set forth in Appendix E attached hereto and shall be determined by the Authority on an annual basis.
- b. Pursuant to the submission of a Permit Application to the Authority, each Applicant and Collector hereby agrees to abide by these procedures. In addition to the foregoing, each Applicant and Collector acknowledges and agrees that any failure to cooperate with the Transfer Station Manager in performance of his/her duties of ensuring compliance with these procedures could result in fines and/or suspension or revocation of disposal privileges at the Transfer Station as provided for in Section 5.01.

- c. Upon receipt of a completed application with the application fee, HRRRA will contact each Municipality identified on the application to have the Municipality certify that the Applicant has met all of the local requirements of the Municipality, including the MWDA provision that the Collector be responsible for paying the tip fee, so that the Collector can be certified as a Designated Collector to deliver Acceptable Waste to the Transfer Station from that Municipality.

Only written certification, signed by the Chief Elected Official of the Municipality, or his or her designated agent, will be accepted as certification of designation of a Collector.

Section 2.03 – Issuance and Renewal of Permit

- a. Provided that the Applicant has submitted its Permit Application and all other documents required to be submitted hereunder to the Authority, such Permit Application and documents are complete and satisfactory in all respects to the Authority, and one or more Participating Municipalities have certified the Collector as a Designated Collector, then the Authority may issue a permit to the Applicant.
- b. If any Participating Municipality listed on an Applicant's Permit Application fails to certify that a Collector is a Designated Collector pursuant to Section 4.01 of the MWDA, the Authority shall not issue a permit for delivery of Acceptable Waste from that Participating Municipality, and the Collector shall not deliver to the Transfer Station, nor shall the Authority accept from such Collector, any Acceptable Waste from the objecting Participating Municipality.
- c. Upon issuance of a permit:
 - i. The Collector shall be assigned an Account Number for billing purposes;
 - ii. All of the vehicles listed on the Collector's Permit Application shall be assigned a decal with a Decal Number, which decal shall be prominently and permanently affixed by the Collector in a location clearly visible to the scalehouse operator and as designated by the Authority; and
 - iii. Each roll-off box or trailer listed on the Collector's Permit Application shall be assigned a decal with a Decal Number, which decal shall be prominently and permanently affixed by the Collector in a location clearly visible to the scalehouse operator and as designated by the Authority.

- d. If a Collector purchases a replacement vehicle during the fiscal year the Authority shall issue a replacement decal for such vehicle at no cost.
- e. Permits issued during the fiscal year of July 1 through June 30 are effective and valid until the end of such year unless otherwise revoked by the Authority. Permits cannot be assigned or transferred. In order to effectively renew an existing permit, the Collector shall complete and submit to the Authority a Renewal Permit Application, a copy of which is attached hereto as Appendix F, together with the pertinent Renewal Fee for the same within thirty (30) days before the end of each fiscal year. The Renewal Fees to be paid by each Collector hereunder shall be determined by the Authority on an annual basis. Any Collector who fails to perform its renewal obligations under this Section shall be denied access to the Transfer Station by the Authority until such Collector performs such renewal obligations.

Section 2.04 – Billing and Payment

- a. WES shall invoice the Collectors following the end of each week, and the date of mailing of the invoice(s) shall be termed the Invoice Date. WES shall have the right to reject any deliveries from a Collector who has not made payment in full of all Service Fees due and owing within thirty (30) days from the Invoice Date provided, however, that WES has, at least fifteen (15) days prior to such rejection, notified the Authority, the Collector and all Participating Municipalities in which such a Collector is a Designated Collector, of its intent to reject such deliveries. Such notification shall be in writing and specify the date on which WES intends to begin rejecting the Collector's deliveries.
- b. Each applicant, other than a Participating Municipality, shall also submit, along with its Permit Application, a Guaranty of Payment Agreement (Credit Agreement) (Appendix B).
- c. Any Collector utilizing the Transfer Station less than once per week shall be considered a Temporary Collector, and shall be on a COD basis.

Section 2.05 – Miscellaneous

- a. A complete list of haulers by Municipality will be forwarded to WES prior to July 1, and updated throughout the year as necessary thereafter. Any Collector who has not registered will be denied access to the Transfer Station until registered.
- b. Each Participating Municipality shall receive from the Authority every month during the fiscal year a Tonnage Report listing all Collectors and the monthly and aggregate tonnage delivered to the Transfer Stations.
- c. In the event that a Collector discontinues the use of any vehicle, roll-off box or trailer authorized under the Collector's permit, or if the Collector acquires any

vehicle, roll-off box or trailer that is not authorized under the Collector's permit, then the Collector shall submit an amended Permit Application to the Authority pursuant and subject to the above procedures set forth in this Article II. In the event that a Collector fails to submit an amended Permit Application to the Authority as required above, the Authority shall have the right to suspend or revoke such Collector's permit.

- d. Nothing in these procedures shall be construed to prohibit a Participating Municipality from establishing its own permitting, registration and inspection requirements for its Waste Haulers or Private Non-Commercial Haulers, which are deemed to be in addition to these procedures.
- e. The Collector's Designation by a Participating Municipality is a condition of that Collector's permit hereunder and, additionally, a condition of that Collector being permitted to deliver Acceptable Waste to the Transfer Station from that Participating Municipality. In the event that a Municipality chooses to revoke a Collector's designation to deliver Acceptable Waste to the Transfer Station, the Municipality shall notify the Authority and WES in writing. The Participating Municipalities retain until themselves the right to revoke a Collector's Designation as contemplated in section 2.02 (c) above. A revocation of a Collector's Municipal designation by a Participating Municipality, and notification to the Authority and WES of that revocation as contemplated in Section 2.04 (c) above, shall result in an automatic revocation of that Collector's permit to deliver Acceptable Waste to the Transfer Station from that Participating Municipality and shall result in the revocation of all permits hereunder if no Participating Municipalities have designated such Collector.

HRRA shall provide Collectors with an opportunity to comment on any material and substantial changes to these Procedures and shall give Collectors 30 days notice prior to implementation of any changes the Authority and WES approve.

ARTICLE III

INSURANCE AND INDEMNIFICATION

Section 3.01 – Insurance.

- a. Each Collector shall procure and maintain, at its own cost and expense, throughout the term of any permit issued to such Collector, one of the following insurance options, including any required endorsements thereto and amendments thereof:

Option 1

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

Option 2

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

- v. Employer's Liability Insurance with a minimum combined single limit coverage of not less than one hundred thousand (\$100,000.00) dollars.
- a. Each Collector shall submit along with its Permit Application to the Authority an executed original certificate or certificates (or a declaration page) for each above required insurance certifying that such insurance is in full force and effect and setting forth the requisite information referenced in Section 3.01 (a) above. Additionally, each Collector shall furnish to the Authority within thirty (30) days before the expiration of the coverage of each above required insurance a certificate or certificates containing the information in Section 3.01 (a) above and certifying that such insurance has been renewed and remains in full force and effect.
- b. All policies for each insurance required above shall: (i) name the Authority and all participating municipalities in which Collector works as additional insureds (this requirement shall not apply to Workers' Compensation Insurance and Employers' Liability Insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days prior written notice to the Authority by registered or certified mail of any cancellation, non-renewal or change in coverage; (iv) hold the Authority and all participating municipalities free and harmless from all subrogation rights of the insurer; and (v) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that the Authority may have shall be deemed in excess of such primary insurance.
- c. All policies for each insurance required above shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of B+ VIII or better, or otherwise deemed acceptable by the Authority in its sole discretion.
- d. Subject to the terms and conditions of Sections 3.01(b)-(d) above, the existence of umbrella liability insurance coverage may serve to satisfy the limit of coverage required hereunder for general liability, automobile and employers' liability insurance.
- e. If any Collector fails to comply with any of the foregoing insurance procedures, then the Authority may in its sole discretion deny such Collector any further access to the Facilities and/or revoke its permit for same.

Section 3.02 – Indemnification. Each Collector shall at all times indemnify, defend, and hold harmless HRRRA, any Operator and their respective officers, agents, and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by (a) the Collector, or its officers, agents and employees; (b) HRRRA, any Operator or their respective officers, agents, and employees; or (c) any other person, to the extent that such

injuries or damages are caused by or are alleged to have been caused in whole or in part by the acts, omissions, or negligence of the Collector or its officers, agents or employees. The Collector further undertakes to reimburse HRRRA for damage to property of HRRRA caused by the Collector, or its officers, agents, or employees or by faulty, defective, or unsuitable material or equipment used by it or them. The existence of insurance shall in no way limit the scope of this indemnification.

ARTICLE IV

OPERATING AND DISPOSAL PROCEDURES

Section 4.01 – Obligations of Participating Municipalities.

- a. Each Participating Municipality that has executed a Municipal Service Agreement shall cause to be delivered to the Transfer Station by all appropriate means all Acceptable Waste under the control of the Participating Municipality exercisable pursuant to its statutory authority or encompassed under its municipal collection program.
- b. Each Participating Municipality shall be responsible for assuring that Acceptable Waste within its corporate boundaries is properly controlled and that Acceptable Waste from outside the HRRRA Participating Municipalities is not entering the Participating Municipality's municipal waste stream.

Section 4.02 – Delivery of Acceptable Waste. Each Collector shall deliver Acceptable Waste to only that Transfer Station designated by the HRRRA. Only permitted Collectors will be allowed to deliver Acceptable Waste to the Transfer Station from the Participating Municipalities.

Section 4.03 – Hours for Delivery. The minimum hours for the delivery of Acceptable Waste to the Transfer Station or the Facilities shall be as follows:

Monday – Friday: 7:00 AM to 3:00 PM

Saturday: 7:00 AM to 12:00 PM

Holidays to be observed shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and such others as HRRRA may designate in agreement with WES. Specific hours for each Transfer Station and Facility shall be established by agreement between WES and HRRRA.

Section 4.04 – Disposal Rules and Regulations.

- a. No vehicles shall approach any scale until directed by the Transfer Station's Operators. Vehicles are to come to a complete stop prior to entering the scale. Each vehicle shall have its driver's side window completely rolled down from the time such vehicle drives onto the inbound scale until it has discharged its load and passed over or by the outbound scale.
- b. The speed limit on all roadways of the Transfer Station is 15 MPH, unless otherwise posted.
- c. When positioned on any scale, the vehicle driver shall inform the scale Operator of the origin of the load, by percent (%), from each Participating Municipality.

- d. The inbound scale Operator will present a signed weight ticket to the driver. The driver is responsible for seeing to it that the information on the ticket is correct before signing.
- e. When directed by the Operators, a driver shall proceed with caution to the Transfer Station tipping floor and deposit loads. Drivers shall proceed promptly yet safely to deposit loads in order to minimize vehicle waiting time.
- f. Unacceptable Waste shall not be delivered by any Collector or vehicle to any of the Transfer Stations. In the event Unacceptable Waste is delivered to any of the Transfer Stations, the Collector shall be provided the option of (i) reloading the Unacceptable Waste back onto the offending vehicle or (ii) having WES or their agents reload the Unacceptable Waste back onto the offending vehicle. If the Collector chooses to reload the Unacceptable Waste and it cannot be reloaded back onto the offending vehicle, the Collector shall provide a replacement vehicle within two hours of WES's notification to the Collector of the delivery of Unacceptable Waste by WES. WES shall not be responsible for any liability in connection with its reloading of Unacceptable Waste. In connection with WES's reloading, the Authority may, at its sole discretion, issue a verbal and written warning to the Collector of the offending vehicle and/or charge such Collector a per hour reloading fee of \$.00 dollars for each subsequent violation. The Authority may revoke the permit of any Collector who fails to pay a reloading charge. In addition to the foregoing remedies for the delivery of Unacceptable Waste, the Authority may (i) detain the driver and the offending vehicle until representatives from DEP have inspected the Unacceptable Waste and made recommendations, and/or (ii) take whatever corrective action the Authority in its sole discretion deems necessary at the sole cost and expense of the Collector whose vehicle delivered the Unacceptable Waste, including but not limited to excavating, loading, transporting and disposing of the Unacceptable Waste, revoking such Collector's permit and imposing against such Collector any fines or charges permitted by law.
- g. All trucks must remain tarped until they are in the disposal area and out of the operation's way.
- h. No drainage of roll-off boxes is allowed on the premises of any Transfer Station.
- i. Roll-off boxes shall not be turned around on site.
- j. All vehicles and roll-off boxes/trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- k. Drivers must latch and unlatch packers in the disposal area.

- l. Drivers who wish to hand clean their truck blades must do so in areas designated by the Transfer Station Manager.
- m. A vehicle or roll-off box/trailer tare weight shall be established or reestablished by stopping at the out-bound scale prior to departure from the Transfer Station as required by the scale Operator. In determining the net load weight of vehicles which were required to tare outbound, and which failed to do so, WES shall use an average applicable tare weight for that or similar vehicles as determined by WES. WES reserves the right to sign weigh tickets which the Collector or the Collector's drivers have failed to sign as required by the Operator.
- n. Upon the direction of the Operators, vehicle drivers shall discharge loads in a specifically designated area to facilitate load verification.
- o. Hand sorting, picking over or scavenging dumped waste is not permitted at any time.
- p. Collectors and Collector's representatives shall not deliver:
 - i. Waste from a source other than a Participating Municipality,
 - ii. Waste from a municipality and represent that such waste is from another municipality,
 - iii. A Mixed Load and represent that such Mixed Load originated from one (1) municipality,
 - iv. Waste from a Participating Municipality to a Transfer Station which is not the Transfer Station HRRA designated to receive waste from that Participating Municipality.
- q. All vehicles and personnel shall proceed at their own risk on the premises of the Transfer Station(s).
- r. No loitering is permitted at any of the Transfer Stations.
- s. Smoking of tobacco products is prohibited at all Transfer Stations except in designated smoking area(s). The possession and/or drinking of alcohol, as well as the possession and/or use of drugs, at any time while on the premises of any of the Transfer Stations is strictly prohibited.
- t. At all times while on the Transfer Station(s) premises, the drivers shall comply with the Transfer Station Manager's instructions, which instructions are in accordance with these procedures.

- u. While on the Transfer Station premises, individuals shall not disrupt the operation of, create a disturbance or act in an unsafe or unruly manner at any of the Transfer Stations.
- v. Other procedures for the Transfer Stations may be promulgated over time by the Authority and when issued must be strictly obeyed.
- w. Anyone violating any provision of Sections 22a-220, 221-220a(f) or 22a-250 of the Connecticut General Statutes or any other federal, state or local law or regulation shall be reported by the Authority to the appropriate authorities.

Section 4.05 – Recycling/Flow Control Enforcement.

- a. If a load of waste delivered to any of the Transfer Stations is observed by the Authority or any Operator to contain a significant quantity of items which are required to be recycled by state law or regulation, a report and notice of such fact along with other pertinent information shall be provided by the Authority or any Operator to the driver of the vehicle delivering such load and the official designated to receive such notices by the Participating Municipality from which the load originated. Any Collector whose vehicle delivers a load of Solid Waste as described above in this subsection (a) shall assist the Participating Municipality from which the load originated in identifying the waste generator responsible for mixing recyclable items with other waste.
- b. Unannounced inspections of waste loads shall be conducted periodically by Participating Municipalities, the Authority or any Operator in order to assist the DEP and the Participating Municipalities in assessing compliance with state and local recycling laws and regulations.

ARTICLE V

SANCTIONS AND APPEAL PROCEDURES

Section 5.01 – Sanctions.

- a. If a Collector or the Collector's vehicles, repeatedly violate any of the provisions of these procedures, and said hauler has been notified by the Authority of such repeated violations, and said Collector fails to cooperate with the Authority to identify the cause or causes of such violations and/or to cooperate with the Authority to remedy the causes of such violations, then, in addition to the other remedies available to the Authority hereunder, the Authority may, at its sole discretion, impose the following sanctions, as liquidated damages, against any Collector who violates any provision of these procedures:
 - i. First Offense – Written warning to the Collector and, if applicable, any other appropriate authority.
 - ii. Second Offense – A \$500.00 dollar fine payable to the Authority on or before the date specified by the Authority and a denial of disposal privileges against the Collector's vehicle involved in the violation for a period not to exceed two (2) weeks.
 - iii. Third Offense – A \$1,000.00 dollar fine payable to the Authority on or before the date specified by the Authority and a denial of disposal privileges for a period not to exceed one (1) month. The Authority, at its option, may impose the denial of the disposal privileges against either the Collector or the Collector's vehicle involved in the violation.
 - iv. Subsequent Offenses – A \$2,000.00 dollar fine payable to the Authority on or before a date specified by the Authority and a denial of the disposal privileges for a period not to exceed six (6) months. The Authority, at its option, may impose the denial of the disposal privileges against either the Collector or the Collector's vehicle involved in the violation.
- b. The Authority may, in its sole discretion, reduce the sanctions authorized above if the Authority determines that the circumstances involving the offense warrant such reduction.
- c. The Authority, upon the written request of a Collector, may clear the record of such Collector provided that such Collector has not committed a violation within twelve (12) months of its last violation.

Section 5.02 – Appeals Procedure

- a. Any Collector aggrieved by a sanction imposed against it by the Authority shall have the right to appeal the sanction to the grievance committee (the “Grievance Committee”) within five (5) days of the date of the notice of violation and sanction from the Authority.
- b. Any Collector who desires to exercise its right to appeal under Section 5.02 (a) hereof shall submit to the Authority a written explanation of the basis of the appeal as well as a certified check payable to the Authority in the amount necessary to cover any fines that may have been imposed by the Authority. As a further condition to invoking this appeal procedure, the Collector shall agree in writing to abide by the majority decision of the Grievance Committee and not pursue any other recourse or remedy against the Authority with respect to the subject matter of the appeal, including litigation.
- c. The Grievance Committee shall consist of the following three (3) individuals: (i) a representative from WES; (ii) one representative of the Collectors, excluding any Participating Municipality, selected by the Authority from three candidates nominated at a meeting of the permitted haulers (an alternate member will be appointed by the Authority if the primary member is associated with the appeal); and (iii) one (1) Authority representative of any Participating Municipality selected by the Authority Chairman (if the primary member is associated with the appeal, then the Authority Chairman shall appoint a representative from any other Participating Municipality).
- d. The Grievance Committee shall review the appeal and any other data presented therewith or in opposition thereto, and, if necessary, interview all personnel and other parties familiar with the subject matter of the appeal. Thereafter, the Grievance Committee shall hold an open hearing to discuss the appeal and issue a decision, by a majority vote – meaning the same vote by two of the three Committee members – either confirming or denying the appeal.
- e. In rendering its decision, the Grievance Committee cannot increase or decrease the sanctions imposed by the Authority.