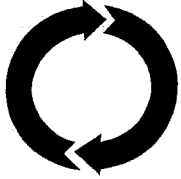


**CRRA
BOARD MEETING**

MARCH 29, 2007



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**100 Constitution Plaza • Hartford • Connecticut • 06103 • Telephone (860)757-7700
Fax (860)757-7745**

MEMORANDUM

TO: CRRRA Board of Directors

FROM: Kristen Greig, Secretary to the Board/Paralegal

DATE: March 23, 2007

RE: Notice of Meeting

There will be a regular meeting of the Connecticut Resources Recovery Authority Board of Directors held on Thursday, March 29, 2007 at 9:30 a.m. The meeting will be held in the Board Room of 100 Constitution Plaza, Hartford, Connecticut.

Please notify this office of your attendance at (860) 757-7787 at your earliest convenience.

Connecticut Resources Recovery Authority
Board of Directors Meeting
Agenda
March 29, 2007
9:30 AM

I. Pledge of Allegiance

II. Public Portion

A ½ hour public portion will be held and the Board will accept written testimony and allow individuals to speak for a limit of three minutes. The regular meeting will commence if there is no public input.

III. Minutes

1. Board Action will be sought for the approval of the January 23, 2007 Special Board Meeting Minutes (Attachment 1).
2. Board Action will be sought for the approval of the February 20, 2007 Special Board Meeting Minutes (Attachment 2).
3. Board Action will be sought for the approval of the February 22, 2007 Regular Board Meeting Minutes (Attachment 3).
4. Board Action will be sought for the approval of the February 26, 2007 Special Board Meeting Minutes (Attachment 4).
5. Board Action will be sought for the approval of the March 1, 2007 Special Board Meeting Minutes (Attachment 5).

IV. Finance

1. Finance Committee Update
2. Board Action will be sought regarding the Renewal of Property Insurance (Attachment 6).
3. Board Action will be sought regarding the Renewal of Public Officials Insurance (Attachment 7).
4. Board Action will be sought regarding the Renewal of Commercial Crime Insurance (Attachment 8).
5. Board Action will be sought regarding the Renewal of Fiduciary Insurance (Attachment 9).
6. Board Action will be sought regarding a Request for Services for Study of Alternatives to Commercial Insurance (Attachment 10).

7. Board Action will be sought regarding Metropolitan District Commission Fiscal Year 2007 Overruns & Additions (Attachment 11).

V. Project Issues

A. Mid-Connecticut

1. Board Action will be sought regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Mid-Connecticut Project (Attachment 12).

B. Bridgeport

1. Board Action will be sought regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Bridgeport Project (Attachment 13).

C. Wallingford

1. Board Action will be sought regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Wallingford Project (Attachment 14).

VI. Chairman's, President's and Committee Reports

A. Chairman's Report

- Discussion regarding MDC/CRRA Energy Zone

B. President's Report

C. Policies & Procurement Committee

1. Board Action will be sought regarding Ratification of Emergency Procurement Contracts (Attachment 15).
2. Board Action will be sought regarding Adoption of an Environmental Equity Statement (Attachment 16).
3. Board Action will be sought regarding Authorization of a Settlement in the Matter of Edward Patt v. Metropolitan District, et al. (Attachment 17).

VII. Legal

1. Board Action will be sought regarding Additional Projected Legal Expenditures (Attachment 18).

VIII. Executive Session

An Executive Session will be held to discuss pending litigation, real estate acquisition and personnel matters with appropriate staff.

TAB 1

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND THIRTEENTH MEETING

JANUARY 23, 2007

A Special meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Tuesday, January 23, 2007 by teleconference. The meeting was available to the public at 100 Constitution Plaza, Hartford, Connecticut. Those present by teleconference were:

Chairman Michael Pace

Directors: Michael Cassella
Michael Jarjura
Edna Karanian
Mark Lauretti
Theodore Martland
Raymond O'Brien (Present at 100 Constitution Plaza)

Present from the CRRA staff at 100 Constitution Plaza were:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
Robert Constable, Controller
Donna Tracy, Executive Assistant
Kristen Greig, Secretary to the Board/Paralegal

Chairman Pace called the meeting to order at 10:10 a.m. and stated that a quorum was present.

EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation with appropriate staff. The motion made by Director Martland and seconded by Chairman Pace was approved unanimously by roll call. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors:

Tom Kirk
Jim Bolduc
Robert Constable
Laurie Hunt, Esq.

The Executive Session began at 10:10 a.m. and concluded at 11:00 a.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:00 a.m.

ADJOURNMENT

Director O'Brien requested a motion to adjourn the meeting. The motion to adjourn made by Director Jarjura and seconded by Director Karanian was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 11:00 a.m.

Respectfully submitted,



Kristen B. Greig

Secretary to the Board/Paralegal

TAB 2

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND FIFTEENTH MEETING

FEBRUARY 20, 2007

A Special meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Tuesday, February 20, 2007 by teleconference. The meeting was available to the public at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Michael Cassella
Michael Jarjura
Edna Karanian
Mark Lauretti
Theodore Martland
James Miron
Raymond O'Brien
Linda Savitsky
Timothy Griswold, Mid-CT Project Ad-Hoc

Present from the CRRA staff:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
Laurie Hunt, Esq., Director of Legal Services
Kristen Greig, Secretary to the Board/Paralegal

Also present were: Richard Goldstein, Esq. of Pepe & Hazard

Chairman Pace called the meeting to order at 11:39 a.m. and stated that a quorum was present.

EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation with appropriate staff. The motion made by Director Savitsky and seconded by Director O'Brien was approved unanimously by roll call. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors:

Tom Kirk
Jim Bolduc
Laurie Hunt, Esq.
Richard Goldstein, Esq.

The Executive Session began at 11:40 a.m. and concluded at 12:15 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 12:15 p.m.

ADJOURNMENT

Chairman Pace requested a motion to adjourn the meeting. The motion to adjourn made by Director O'Brien and seconded by Director Savitsky was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 12:20 p.m.

Respectfully submitted,



Kristen B. Greig
Secretary to the Board/Paralegal

TAB 3

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND SIXTEENTH MEETING

FEBRUARY 22, 2007

A Regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, February 22, 2007 at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Mark Cooper
James Francis
Michael Jarjura (Present from 9:55 a.m. until 11:00 a.m.)
Edna Karanian (Present by telephone until 11:00 a.m.)
Mark Lauretti (Present from 9:45 a.m. until 11:00 a.m.)
Theodore Martland
James Miron (Present from 9:50 a.m. until 10:40 a.m.)
Raymond O'Brien
Linda Savitsky
Elizabeth Horton Sheff, Mid-CT Project Ad-Hoc (Present until 11:00 a.m.)

Present from the CRRA staff:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
David Bodendorf, Senior Environmental Engineer
Michael Bzdyra, Government Relations Liaison
Robert Constable, Controller
Floyd Gent, Director of Operations
Laurie Hunt, Director of Legal Services
Paul Nonnenmacher, Director of Public Affairs
Donna Tracy, Executive Assistant
Kristen Greig, Secretary to the Board/Paralegal

Also present were: Richard Goldstein, Esq. of Pepe & Hazard, Frank Marci of USA Hauling & Recycling, Cheryl Thibeault of Covanta, Jerry Tyminski of SCRRRA.

Chairman Pace called the meeting to order at 9:35 a.m. and stated that a quorum was present.

PLEDGE OF ALLEGIANCE

Chairman Pace requested that everyone stand for the Pledge of Allegiance, whereupon, the Pledge of Allegiance was recited.

PUBLIC PORTION

Chairman Pace said that the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes.

With no comments from the public, Chairman Pace stated that the regular meeting would commence.

APPROVAL OF THE MINUTES OF THE JANUARY 25, 2007 REGULAR BOARD MEETING

Chairman Pace requested a motion to approve the minutes of the January 25, 2007 Regular Board Meeting. Director O'Brien made a motion to approve the minutes, which was seconded by Director Martland. The minutes were approved as presented by roll call. Director Savitsky abstained.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky			X
Non Eligible Voters			
Elizabeth Horton Sheff, Ad Hoc, Mid-Connecticut			

CHANGES TO THE AGENDA

Director O'Brien made a motion to suspend rules to postpone consideration of the Mid-Connecticut Project Budget and the Tip Fee Stabilization Reserve and to add an item regarding executive compensation to the agenda. Director Martland seconded the motion.

The motion previously made and seconded was approved unanimously by roll call.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Theodore Martland	X		
Raymond O'Brien	X		

Linda Savitsky	X		
Non Eligible Voters			
Elizabeth Horton Sheff, Ad Hoc, Mid-Connecticut			

RESOLUTION REGARDING THE ADOPTION OF THE FISCAL YEAR 2008 METROPOLITAN DISTRICT COMMISSION MID-CONNECTICUT PROJECT ANNUAL OPERATING BUDGET

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director Francis:

RESOLVED: That the fiscal year 2008 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget for the Waste Processing Facility, Administration and Transportation be adopted substantially in the form as presented at this meeting.

FURTHER RESOLVED: That during the period the Hartford Landfill is accepting mixed waste, the fiscal year 2008 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget for the Hartford Landfill (All Operations) be adopted substantially in the form as presented at this meeting and utilized only on a prorated basis for each month the Hartford Landfill is accepting mixed waste.

FURTHER RESOLVED: That once the Hartford Landfill is no longer accepting mixed waste, then the fiscal year 2008 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget for the Hartford Landfill (Ash Only) be adopted substantially in the form as presented at this meeting and utilized only on a prorated basis for each remaining month in the fiscal year.

Director O'Brien seconded the motion.

Director Francis explained that the purpose of the resolution is to show the CRRA Board's acceptance of the MDC Mid-Connecticut Project budget. Director Francis pointed out that there is a contingency fund in this budget and noted that there are four new positions in the budget. Two of the new positions are stock clerks, which positions have been designed to correct problems with inventory. Director Francis stated that it is CRRA's expectation that with those positions, there will be a marked improvement. Director Francis noted that the budget has been recommended by the Finance Committee.

Director O'Brien stated that there has been a vast improvement in the working relationship between CRRA and MDC. Mr. Kirk added that senior management at MDC is much more committed to the Waste Processing Facility and to CRRA's satisfaction than has been the case in recent years. The other area of substantial improvement is MDC's recognition of the state of the plant and its need for improvement in maintenance and repair policies and procedures. Mr. Kirk stated that the success from the initial collaborative effort to upgrade and

improve the fire suppression system has spread throughout the facility. Mr. Kirk said that there is still a significant amount of work to be done, but the process is much improved.

Chairman Pace said that he understands that there have been improvements, but said that he is looking at a budget that is increasing by 15.3%. After several questions about the four new positions, Chairman Pace stated that he want to be clear that CRRA is expecting a return in improved inventory and maintenance for these costs.

The motion previously made and seconded was approved unanimously by roll call.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Elizabeth Horton Sheff, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
NONE			

RESOLUTION REGARDING ENGINEERING SERVICES TO SUPPORT CLOSING A PORTION OF THE PHASE 1 ASH AREA AT THE HARTFORD LANDFILL

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director O'Brien:

RESOLVED: That the President is hereby authorized to enter into a contract with TRC Environmental Corporation to perform engineering services associated with the closure of a portion of the Phase 1 Ash Areas at the CRRA Hartford Landfill, substantially as discussed and presented at this meeting.

Director Francis seconded the motion.

Director O'Brien noted that the recommended engineering firm is the lowest of the four bids and stated that TRC has been involved with the Hartford Landfill and CRRA will benefit from their past experience. Chairman Pace noted that their overall rating was also the highest.

Director Martland stated that he feels comfortable because the bids were all very close, which means all of the bidders clearly understood the scope of the work.

Director O'Brien asked if the funds would be expended from the budget for the current fiscal year. Mr. Bolduc explained that the money would come from the Hartford Landfill Closure reserve so they do not come from the operating account.

The motion previously made and seconded was approved unanimously by roll call.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Mark Lauretti	X		
Edna Karanian	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Elizabeth Horton Sheff, Ad Hoc, Mid-Connecticut	X		
Non Eligible Voters			
NONE			

EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss personnel matters with appropriate staff. The motion made by Director Cooper and seconded by Director O'Brien was approved unanimously by roll call. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors:

- Tom Kirk
- Jim Bolduc
- Laurie Hunt, Esq.
- Richard Goldstein, Esq.

The Executive Session began at 9:53 a.m. and concluded at 11:04 a.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:04 a.m.

Chairman Pace noted that all Directors that were participating by telephone had disconnected during or at the conclusion of the Executive Session.

PRESIDENT'S REPORT

Mr. Kirk stated that the recycling center permit has been signed by Commissioner McCarthy of the Department of Environmental Protection (DEP). Mr. Kirk said that CRRA is planning a Grand Opening in April, likely around Earth Day.

Mr. Kirk informed the Board that the agreement with the City of Hartford has been finalized, and the three-to-one slope is being considered by DEP. CRRA hopes to have more information on the slope within the next thirty days.

Mr. Kirk said that a meeting with the Secretary of the Office of Policy and Management was very fruitful and \$15 million in bonds for closure of the Hartford Landfill has been included in the Governor's budget. Regarding the bonds for the Shelton Landfill, Mr. Kirk reported that Secretary Genuario will recommend that consideration of the \$3 million be placed on an upcoming Bond Commission agenda. Mr. Kirk stated that the \$3 million would have an impact of \$6.00 per ton on the tip fee for the Bridgeport Project.

CHAIRMAN'S REPORT

Chairman Pace announced changes to Committee membership, with updated membership as follows:

Executive Committee – Michael Pace (Chair), James Francis (Vice-Chair), Mark Cooper, Raymond O'Brien

Finance Committee – James Francis (Chair), Mark Lauretti (Vice-Chair), Michael Cassella, Edna Karanian, Theodore Martland, Raymond O'Brien, Michael Pace – ex officio

Organizational Synergy & Human Resources Committee – Mark Cooper (Chair), Edna Karanian (Vice-Chair), James Francis, Michael Pace – ex officio

Policies & Procurement Committee – Raymond O'Brien (Chair), Theodore Martland (Vice-Chair), Michael Jarjura, James Miron, Linda Savitsky, Michael Pace – ex officio

ORGANIZATIONAL SYNERGY & HUMAN RESOURCES COMMITTEE

Director Cooper informed the Board that the Organizational Synergy & Human Resources Committee, in conjunction with the Executive Committee, is recommending the resolution regarding senior management salaries. Director Cooper noted that the Board discussed this matter in Executive Session.

RESOLUTION REGARDING SENIOR MANAGEMENT SALARIES

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director Cooper:

RESOLVED: That by consensus of the Executive and Organizational Synergy & Human Resources Committees that the base salaries for the President (increase of 4.25%) and Chief Financial Officer (increase of 4.75%) retroactive to January 1, 2007 be adopted as presented and discussed by both aforementioned committees.

Director O'Brien seconded the motion.

Director Cooper stated that the Board is required to review performance and compensation of senior management. Director Cooper explained that neither the President nor the Chief Financial Officer receive any "perks" other than the benefits provided to all Authority employees. Director Cooper said that both Mr. Kirk and Mr. Bolduc received very high ratings and favorable comments from the committees that reviewed their performance.

Chairman Pace expressed his gratitude to the management team.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Non Eligible Voters			
NONE			

RESOLUTION REGARDING RATIFICATION OF EMERGENCY PROCUREMENT CONTRACTS

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director O'Brien:

RESOLVED: That the Authority Board of Directors ratifies the Emergency purchase as substantially presented and discussed at this meeting.

Director Martland seconded the motion.

Director O'Brien noted that there is one secondary shredder motor under repair and asked when that would be back in service. Director O'Brien also asked how many shredders use these motors. Mr. Gent responded that the repair turn-around time is approximately two months and said that there are two secondary shredders. Mr. Gent added that, based on experience, CRRA feels much more comfortable having two spares at any given time.

The motion previously made and seconded was approved unanimously.

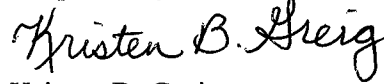
Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Non Eligible Voters			
NONE			

ADJOURNMENT

Director O'Brien requested a motion to adjourn the meeting. The motion to adjourn made by Director Martland and seconded by Director Lauretti was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 11:16 a.m.

Respectfully submitted,



Kristen B. Greig
Secretary to the Board/Paralegal

TAB 4

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND SEVENTEENTH MEETING

FEBRUARY 26, 2007

A Special meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Monday, February 26, 2007 by teleconference. The meeting was available to the public at 100 Constitution Plaza, Hartford, Connecticut. Those present by teleconference were:

Chairman Michael Pace

Directors:

Michael Jarjura
Edna Karanian
Mark Lauretti
Theodore Martland
James Miron
Raymond O'Brien
Linda Savitsky

Present at 100 Constitution Plaza from the CRRA staff:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer (Present by telephone)
Robert Constable, Controller
Laurie Hunt, Esq., Director of Legal Services
Paul Nonnenmacher, Director of Public Affairs
Kristen Greig, Secretary to the Board/Paralegal

Also present were: Peter Boucher, Esq. of Halloran & Sage, Richard Goldstein, Esq. of Pepe & Hazard

Chairman Pace called the meeting to order at 1:05 p.m. and stated that a quorum was present.

EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation with appropriate staff. The motion made by Director O'Brien and seconded by Director Savitsky was approved unanimously by roll call. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors:

Tom Kirk
Jim Bolduc
Robert Constable
Laurie Hunt, Esq.
Paul Nonnenmacher
Peter Boucher, Esq.
Richard Goldstein, Esq.

The Executive Session began at 1:07 p.m. and concluded at 2:06 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 2:06 p.m.

ADJOURNMENT

Chairman Pace requested a motion to adjourn the meeting. The motion to adjourn made by Director O'Brien and seconded by Director Savitsky was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 2:06 p.m.

Respectfully submitted,



Kristen B. Greig
Secretary to the Board/Paralegal

TAB 5

Portions of the minutes of CRRA's meeting held on March 1, 2007 have been redacted to comply with a court order entered in the case of The Town of New Hartford, et al. v. Connecticut Resources Recovery Authority. Pending resolution of CRRA's appeal of that order, the unredacted minutes will not be publicly available.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

FOUR HUNDRED AND EIGHTEENTH MEETING

MARCH 1, 2007

A Special meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, March 1, 2007. The meeting was held at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Michael Cassella (by telephone conference)
Mark Cooper
James Francis
Michael Jarjura
Edna Karanian
Mark Lauretti
Theodore Martland
Raymond O'Brien
Linda Savitsky

Present from the CRRA staff:

Tom Kirk, President
Jim Bolduc, Chief Financial Officer
Michael Bzdyra, Government Relations Liaison
Robert Constable, Controller
Peter Egan, Director of Environmental Affairs & Development
Floyd Gent, Director of Operations
Paul Nonnenmacher, Director of Public Affairs
Donna Tracy, Executive Assistant
Kristen Greig, Secretary to the Board/Paralegal

Also present were: Peter Boucher, Esq. of Halloran & Sage, Richard Goldstein, Esq. of Pepe & Hazard, Frank Marci of USA Hauling & Recycling, Kenneth St. Onge of the Hartford Business Journal

Chairman Pace called the meeting to order at 12:17 p.m. and stated that a quorum was present.

EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation with appropriate staff. The motion made by Director Cooper and seconded by Director

Karanian was approved unanimously by roll call. Directors Cooper and Francis did not participate in the Executive Session. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors:

Tom Kirk
Jim Bolduc
Peter Boucher, Esq.
Robert Constable

The Executive Session began at 12:20 p.m. and concluded at 12:55 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 1:00 p.m.

RESOLUTION REGARDING THE ADOPTION OF THE FISCAL YEAR 2008 MID-CONNECTICUT PROJECT OPERATING BUDGET, TIP FEES AND CAPITAL BUDGETS

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director Jarjura:

RESOLVED: That the proposed fiscal year 2008 Mid-Connecticut Project operating budget be adopted substantially in the form presented and discussed at this meeting; and

FURTHER RESOLVED: That the following tip fees be adopted for fiscal year 2008 operating budget.

WASTE STREAM	PER TON TIP FEES
Municipal Solid Waste (MSW)	\$71.00
Metals	\$75.00
Bulky Waste – Municipal	\$85.00
Bulky Waste – Commercial	\$96.00
White Goods (Metals)	\$74.00
DEP Certified Soils	\$95.00
Non-Processible Waste Fee	\$85.00
Non-Municipal Mattress Surcharge (Per Unit Fee)	\$15.00
Recycling Tip Fee	\$0.00

FURTHER RESOLVED: That the President is hereby authorized to approve the use of funds from the following Mid-Connecticut Project Reserves, as appropriate, to pay for costs and fees incurred during fiscal year 2008 in accordance with the capital budget adopted pursuant hereto, substantially as presented and discussed at this meeting, provided that all purchases of goods and services shall comply with the requirements of the Authority's Procurement Policy:

Landfill Development Reserve
Hartford Landfill Closure Reserve
Rolling Stock Reserve

South Meadows Site Remediation Reserve
 Facility Modification Reserve
 Recycling Reserve

Director O'Brien seconded the motion.

After a lengthy discussion, Director Francis made a motion to reduce the MSW tip fee to \$69.00 by reducing the contribution to the Landfill Closure Reserve by approximately \$1.8 million. The motion was seconded by Director Jarjura. The motion previously made and seconded was approved. Directors Karanian, Lauretti, Martland, and Savitsky voted nay.

Chairman Pace called for a vote on the budget as amended. Directors Karanian, Lauretti, and Martland voted nay.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Michael Cassella	X		
Mark Cooper	X		
James Francis	X		
Michael Jarjura	X		
Edna Karanian		X	
Mark Lauretti		X	
Theodore Martland		X	
Raymond O'Brien	X		
Linda Savitsky	X		
Non Eligible Voters			
NONE			

RESOLUTION REGARDING THE ESTABLISHMENT OF AN ASH DISPOSAL RESERVE

Chairman Pace requested a motion regarding the above-captioned matter. The following motion was made by Director O'Brien:

WHEREAS, the ash residue from the Mid-Connecticut Project Waste Processing Facility has historically been, and currently continues to be, deposited at the Hartford Landfill; and

WHEREAS, the Hartford Landfill will close on December 31, 2008, and Mid-Connecticut Project ash will thereafter need to be disposed of elsewhere; and

WHEREAS, the Authority is diligently pursuing development of a new publicly-owned ash landfill to serve Connecticut municipalities, but such new landfill will not yet be available when the Hartford Landfill closes; and

WHEREAS, transportation to and disposal of the Project ash at an out-of-state landfill will have a very significant impact on Project operating costs; and

WHEREAS, this Board believes that prudent financial management dictates the establishment of reasonable reserves for known costs in order to maintain stable tip fees;

NOW, THEREFORE, it is

RESOLVED: That an Ash Disposal Reserve be established for the Mid-Connecticut Project to mitigate pending future tip fee increases associated with the closure of the Hartford Landfill.

Director Francis seconded the motion.

The motion previously made and seconded was approved unanimously.

Eligible Voters	Aye	Nay	Abstain
Michael Pace, Chairman	X		
Michael Cassella	X		
Mark Cooper	X		
James Francis	X		
Michael Jarjura	X		
Edna Karanian	X		
Mark Laretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Non Eligible Voters			
NONE			

ADJOURNMENT

Chairman Pace requested a motion to adjourn the meeting. The motion to adjourn made by Director O'Brien and seconded by Director Francis was approved unanimously.

There being no other business to discuss, the meeting was adjourned at 2:04 p.m.

Respectfully submitted,
Kristen B. Greig
Kristen B. Greig
Secretary to the Board/Paralegal

TAB 6

**RESOLUTION REGARDING THE PURCHASE OF ALL RISK PROPERTY
INSURANCE FOR THE PERIOD 4/1/07 – 4/1/08**

RESOLVED: That CRRA's \$348 million All Risk Property Insurance be purchased for a premium of \$671,450 (including terrorism and engineering) from the following three insurers with their quota shares as indicated: XL 35%, Zurich 35%; Starr Tech 30%; and

FURTHER RESOLVED: That CRRA obtain loss prevention engineering services from Zurich, the cost of which is included in their premium share.

Connecticut Resources Recovery Authority
All Risk Property Insurance Renewal
3/22/07

I. Current Policy

- Expires 4/1/07 – \$327 million Blanket All Risk including Boiler & Machinery, insuring real and personal property, Business Interruption and Extra Expense
- Property damage & boiler & machinery deductible \$50,000, except Mid-CT, Wallingford Facilities and Jets, which have a \$250,000 deductible
- Business Interruption/Extra Expense, deductible is the amount of loss during first 45 days after the occurrence
- Five Insurers – Zurich 35%; XL 28%; ACE 16%; Starr Tech 11% and Arch 10%
- Engineering inspection services were purchased from Zurich for \$6,600
- 4/1/06 – 4/1/07 premium \$737,343 (w/engineering), and terrorism coverage for \$19,000, for a total premium of \$756,343

II. Renewal Policy

- Aon Risk Services (Aon), CRRA's broker/consultant, marketed a slightly higher limit of \$348 million to account for increase in reported values, which represents 100% replacement cost values for the Mid-CT PBF and EGF (\$282M), plus business interruption and extra expense values for Mid-CT Project (\$66M).
- Mid-CT Project is CRRA's highest valued single facility.
- \$348 million applies on a blanket basis for property damage to all locations.
- Aon marketed the program to all companies listed on the spreadsheet attached (Exhibit A).
- Firm quotes were received from insurers with participation percentages as follows:

<u>Insurer</u>	<u>Limit of Coverage \$348M</u>
Liberty	100% at price of \$1,000,000
XL	up to 50% at price of \$650,000
Starr Tech	up to 40% at price of \$650,000
Zurich	up to 35% at price of \$650,000

- Premium decreased to \$650,000
- Because of the currently low cost of Terrorism Insurance management recommends that CRRA also acquire Terrorism Coverage for an additional premium of \$21,450
- Property damage deductible \$50,000, except Mid-CT, Wallingford Facilities and Jets, which have a \$250,000 deductible. Mobile Equipment deductible \$100,000.
- Zurich has offered to provide engineering/inspection services at no additional cost this year
- XL has offered to provide engineering/inspection services for a cost of \$20,500

III. Management Summary & Recommendation

- Policy expiration on 4/1/07 requires approval at the March 29, 2007 Board meeting for continuance of coverage
- Property insurance, business interruption and extra expense, e.g. diversion costs, on CRRA property is required due to ownership and/or contractual requirements
- Aon recommends using three of our current insurers XL, Starr Tech, and Zurich
- Management recommends that engineering services be obtained from Zurich at no additional premium cost
- Management recommends securing the \$348 million all risk property insurance coverage for the period 4/1/07 – 4/1/08 as follows:

<u>Insurer</u>	<u>% Participation of \$348M</u>
Zurich	35%
XL	35%
Starr Tech	30%

	April 1, 2005 – 2006	April 1, 2007 – 2008	Comments
Limit of Liability	\$327 million	\$ 348 million	Equals 100% reported values for PBF & EGF plus BI & Extra Expense for Mid-CT project – BI and Extra Expense Worksheet Attached
Deductibles Property Damage:	\$50,000 except \$250,000 at Mid-CT and Wallingford facilities and jets, \$100,000 Mobile Equip.	No change	
Time Element:	45 days	No change	
Annual Premium	\$730,743	\$650,000	
Engineering Service	\$6,600	Included in premium	
Terrorism	\$19,000	\$21,450	
TOTAL	\$756,343	\$671,450	(11% Decrease)

IV. Finance Committee Recommendation to the CRRA Board

The Finance Committee has reviewed and discussed the options for renewing CRRA's Property Insurance and recommends the purchase of the \$348 million policy for a premium of \$671,450 (including terrorism and loss prevention engineering) from the following three insurers with their quota shares as indicated: Zurich 35%, XL 35%, Starr Tech 30%; and

The Finance Committee further recommends that CRRA obtain loss prevention engineering services Zurich the cost of which is included in their premium as reviewed and discussed at this meeting. The overall premium for \$348 million of property insurance, including business interruption and extra expense insurance, engineering and terrorism coverage is \$671,450 (\$84,893 less than last year).

CRRA's annualized budget for this program covering FY '07 and FY '08 is \$692,673 (see Premium to Budget Comparison, Exhibit B).

Insured
Effective Date
Marketing Effort

Connecticut Resources Recovery Authority (CRRA)
4/1/2007
Property

\$0.114

Exhibit A

	Domestic Values	Total	Policy Limit	Property Premium	Terrorism premium (Cert'd and non-cert'd)	Total Premium	Property rate (not terror)	Overall Program rate
	Values	Values					(Premium/TIV x 100)	(Premium/TIV x 100)
Expiring	\$533,778,478	\$533,778,478	\$327,000,000	\$730,743	\$19,000	\$749,743	\$0.1369	\$0.1405
Renewal as Expiring (same rate)	\$571,294,225	\$571,294,225	\$348,000,000	\$782,102	\$19,000	\$801,102	\$0.1369	\$0.1402
Renewal (Ann.)	\$571,294,225 7.03%	\$571,294,225 7.03%	348,000,000 6.42%	\$650,000 7.03%	\$21,450	\$671,450 -10.44%	\$0.1138 -16.89%	\$0.1175 -16.32%

Legend

Provided Indication or quote
Declined
Incumbent
Pending
Approached by Wholesaler

Carrier	Carrier Address	Point of Contact	Phone	Email Address	Wholesaler	ARS Commission Rate based in part on expiring commissions	Anticipated Wholesale Commission	Expiring Participation	Renewal Indication/Quote	2007 Renewal Comments
ACE	436 Walnut Street, WA08H Philadelphia, PA 19106	Kurt Husar	215-640-1232	Kurt.Husar@ace-ina.com	No	0.0%	N/A	16.00%		Declined 1/19/07 - only Starr-Tech will participate on this risk
AIG Global Energy (HSB)	One State Street P.O. Box 5024 Hartford, CT 06102-5024	Dick Schwarz	(860) 722 5732	richard.schwarz@aig.com	No	0.0%	N/A	0.00%	Quoted 25% of \$347M limit at price of \$740,000 2/20/07	Discussed week of 2/6 and underwriter had not looked at submission yet. Called 2/13/07 and left message.
Allianz	One Liberty Plaza Suite 2000 New York, New York 10006-1404	Naznin Hossain / Steve Hoebink	(646) 472-1472 / (818) 260 7396	nhossain@aic-allianz.com	No	0.0%	N/A	0.00%		Indicated price of \$2.3 Million ground up for program 1/23/07 (Rate of \$0.40), well above existing program. Declined 1/23/07
Arch	245 Park Avenue 32nd Floor New York, NY 10167	Richard Lang	(646) 822-6721	rlang@archinsurance.com	No	0.0%	N/A	10.00%		
AWAC	Aon Bermuda Cumberland House, 1 Victoria Street, Hamilton HM 11 P.O. Box HM 2020, Hamilton HM HX, Bermuda	Ryan Davidge	441 278 1262	ryan_davidge@agl.aon.com	Yes	0.0%	N/A	17.50%		
Commonwealth	595 Burrard Street Suite 1500 Box 49115 Bentall Tower Three Vancouver BC V7X 1G4	Ann Holden	604-891-6708	aholden@commonw.com	No	0.0%	N/A	0.00%		Will provide a note verifying that they are interested in this class of risk, but not at this price (2/15)
Affiliated FM	400 Interpace Parkway, Bldg. C - 3rd Floor Parsippany, NJ 07054 USA	Robert J. Mackenrodt	973-541-6971	bob.mackenrodt@affiliatedfm.com	No	0.0%	N/A	0.00%		Declined 1/23/07 - better fit for FM Global than Affiliated FM
FM Global	301 Merritt 7 P.O. Box 5414 Norwalk, CT 06856-5414	Bob Flaherty / Vinnie Sullivan	781-440-8395 / (203) 845 7694	Robert.Flaherty@fmglobal.com, vincent.sullivan@fmglobal.com	No	0.0%	N/A	0.00%		Sent to FM Global after AFM Declined (1/23). Discussed 1/25/07 - unlikely to offer quote this year as they would need to send engineers to both Wallingford and Hartford, and do not have people available to do so quickly; will look at doing for 2008
Liberty International	55 Water Street - 18th Floor New York, New York 10041	Paul Vander-Meer / Nicole Peros/Brkljaca	(212) 898-4338 / (212) 208-9591	Paul.Vander-Meer@LibertyIU.Com	No	0.0%	N/A	0.00%	Quoted \$1M price 2/12	Had been on program previously, but got off when price went below their appetite a few years ago
Lloyds	8 Devonshire Square London EC2M 4PL ENGLAND	Paul Foreman	+44 (0) 207 216 3558	paul.foreman@aon.co.uk	Yes	0.0%	N/A	20.00%		Declined 2006 due to age of equipment
SCOR Reinsurance Company	One Seaport Plaza 199 Water Street, Suite 2100 New York, NY 10038-3526	Benjamin Aurey	212-884-9021	baurey@scor.com	No	0.0%	N/A	0.00%		
Starr Tech	470 Atlantic Avenue; 3rd Floor Boston, MA 02210	Kevin Mooney	(617) 378 4760	kevin.mooney@cvstarrco.com	No	0.0%	N/A	11.00%	Quoted \$650,000 layer price for 40% share 2/26 + \$45,000 layer price for TRIA. Revised terrorism price down to \$19,000 layer price. Will include single engineering visit at no additional cost for 2007	Incumbent on 27% of program (portion was with Ace, now all Starr-Tech); carrier interested in visiting CT facility (could not attend visit in Nov); Interested in increasing their line
Travelers	One Tower Square, 7MN Hartford, CT 06183-4073	Daniel M. Carey	(860) 954-2182	DMCAREY@travelers.com	No	0.0%	N/A	0.00%	Indicated \$347M limit at \$650,000 price (net) subject to 125% margin clause, \$1M flood zone A sublimit, \$100,000 base deductible (up from \$50k), \$100,000 mobile equipment deductible, \$250,000 major location deductible on Travelers Form 2/21/07; Quote to follow 2/26/07	2/14 - looking at doing 100% of risk with \$50m CAT limits at target rate
XL Winterthur	100 Constitution Plaza, 15th Floor Hartford, CT 06103	Kathy Musselman	(860) 293-6264	Kathy.Musselman@xlgroup.com	No	0.0%	N/A	28.00%	quoted 2/28/07 this price plus \$9500 terrorism (\$19,500 layer price, as expiring); also offered engineering, jurisdictionals, oil analysis for transformer and infrared surveys for \$30,000 additional; revised to \$23,000 w/o infrared surveys	Indicated 50% participation on \$347M limit at \$650,000 price 2/21/07;
Zurich	105 East 17th Street, 3rd Floor New York, NY 10003	Brian P. Kerke	(917) 534-4564	brian.kerke@zurich.com	No	0.0%	N/A	35.00%	Quoted \$650,000 layer price for expiring 35% share 2/26 + \$9100 (their share) for terrorism; Will include jurisdictionals and engineering at no additional cost for 2007	Concerned that Wallingford shutdown and maintenance, last done in 2000, has been delayed now until 2008; awaiting CRRA's response regarding this issue.

2006 Renewal Comments
Now participating under Starr-Tech placement
Interested in participating - underwriter is lead on similar placement
non-competitive in 2006
Premium threshold in 2006
non-competitive in 2006
quoted 849,158 (100%) in 2006
Declined 2006 due to age of equipment
Incumbent on 27% of program (portion was with Ace, now all Starr-Tech); carrier interested in visiting CT facility (could not attend visit in Nov); Interested in increasing their line
Lead on program (35%). Interested in having engineer visit CT facility (could not attend visit in Nov)

137.50%

PREMIUM TO BUDGET COMPARISON

Insurance Type	2006-2007 4/1/06 - 4/1/07		FY 2007 4/1/07-6/30/07		FY 2008 7/1/07-4/1/08		Proposed (4/1/07-4/1/08)		Surplus/ (Deficit) to Budget
	Premium	Budget	Premium	Budget	Premium	Budget	Premium	Budget	
Public Officials & Employees Liability	\$234,520	\$58,630	\$166,860	\$225,490	\$222,480	\$3,010			
Commercial Crime	\$3,311	\$828	\$2,440	\$3,268	\$3,253	\$15			
Fiduciary Liability	\$3,998	\$1,000	\$3,433	\$4,433	\$4,577	-\$144			
All Risk Property	<u>\$730,743</u>	<u>\$189,086</u>	<u>\$503,587</u>	<u>\$692,673</u>	<u>\$671,450</u>	<u>\$21,223</u>			
Totals	<u>\$972,572</u>			<u>\$925,864</u>	<u>\$901,760</u>	<u>\$24,104</u>			

Exhibit B

TAB 7

**RESOLUTION REGARDING THE PURCHASE OF PUBLIC OFFICIALS AND
EMPLOYEES LIABILITY INSURANCE FOR THE PERIOD 4/1/07 – 4/1/08**

RESOLVED: That CRRRA's Public Officials and Employees Liability insurance be purchased from ACE with a \$10,000,000 limit, \$250,000 deductible for the period 4/1/07 – 4/1/08 for a premium of \$222,480, as discussed at this meeting.

Connecticut Resources Recovery Authority
Public Officials and Employees Liability Insurance Renewal
3/22/07

I. Current Policy

- Expires 4/1/07 – Public Officials and Employees Liability Insurance
- \$10 million limit, \$250,000 deductible – Premium was \$234,520
- Insurer – ACE American Insurance Company (ACE)

II. Renewal Policy

- Quotes sought from ACE, Great American, Zurich and St. Paul Travelers (see Exhibit A)
- All declined to quote except ACE who offered the following options:

	<u>Limit</u>	<u>Deductible</u>	<u>Premium</u>	<u>Terrorism Endorsement</u>	<u>Total</u>
Option #1	\$ 5,000,000	\$250,000	\$194,249	\$ 3,885	\$198,134
Option #2	\$ 5,000,000*	\$250,000	\$208,267	\$ 4,164	\$212,331
Option #3	\$10,000,000	\$250,000	\$222,480	\$ 4,450	\$226,930
Option #4	\$10,000,000	\$500,000	\$198,252	\$ 3,967	\$202,319

* Defense in addition to limit

III. Management Summary & Recommendation

- Section 1-125 of the Connecticut General Statutes (CGS) states that any director or employee of CRRA, including ad hoc members, may not be held personally liable for damage or injury, not wanton, reckless, willful or malicious, caused in the performance of his or her duties and within the scope of his or her employment or appointment as such director, officer or employee, or ad hoc member
- CRRA is required to protect and indemnify all of its directors, officers and employees in accordance with Section 1-125 of the CGS
- This insurance provides secure consistent, broad coverage with fewest exclusions
- Based upon benchmarking and CRRA's claims history, purchase of a \$10 limit is reasonable at this time
- Management in consultation with our broker recommends securing Option #3, \$10,000,000 coverage limit with \$250,000 deductible for a premium of \$222,480
- Historically, CRRA has not purchased the terrorism endorsement to this policy
- This premium is \$12,040 lower than the expiring policy and there are no changes in coverage
- CRRA's annualized budget for this program covering FY'07 and FY '08 is \$225,490 (see Premium to Budget Comparison, Exhibit B)

IV. Recommendation to CRRA Board

The Finance Committee has reviewed and discussed the options for renewing CRRA's Public Officials and Employees Liability insurance and recommends that the Board of Directors approve purchase \$10 million limit of this insurance from ACE for the period 4/1/07 – 4/1/08 for a premium of \$222,480.

**Connecticut Resources Recovery Authority
Policy Term (04/01/2007 – 04/01/2008)**

Quote Disclosure Report

Program	Line of Business	Carrier	Intermediary, if applicable	Carrier Response	Carrier Declination Reason	Premium	ARS Commission (%/dollars)	Intermediary Commission (%/dollars)
FSG	POL	ACE		Quoted Various options for \$5M and \$10M limits with defense costs inside and outside, lower deductibles and with/without tria.		\$222,480 \$198,352 \$194,249 \$208,167	0%	
		Great American		Declined	Loss History			
		Zurich St Paul Travelers		Declined	Loss History			
		St Paul Travelers		Declined	Loss History			
	FIDUCIARY	Chubb		Quoted	<i>Feels they cannot compete</i>	\$4,031	0%	
		ACE		Declined	Cannot write risks not subject to ERISA			
		Zurich		Declined				
		Zurich		Pending				
	CRIME	Zurich		Pending				
		ACE		Indication	\$7,000 estimate			

EXHIBIT A

ARS receives premiums Clients pay for remittance to insurers as well as refunds by insurance companies for remittance to Client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

**Connecticut Resources Recovery Authority
Policy Term (04/01/2007 – 04/01/2008)**

Quote Disclosure Report

Program	Line of Business	Carrier	Intermediary, if applicable	Carrier Response	Carrier Declination Reason	Premium	ARS Commission (%/dollars)	Intermediary Commission (%/dollars)
		St Paul Travelers		Quote	<i>Uncompetitive (Provided indication only)</i>	\$3,253	0%	
		Chubb		Declined		\$8600		

ARS receives premiums Clients pay for remittance to insurers as well as refunds by insurance companies for remittance to Client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

PREMIUM TO BUDGET COMPARISON

Insurance Type	2006-2007 4/1/06 - 4/1/07		FY 2007 4/1/07-6/30/07		FY 2008 7/1/07-4/1/08		Proposed (4/1/07-4/1/08) Premium		Surplus/ (Deficit) to Budget
	Premium	Budget	Premium	Budget	Premium	Budget	Premium	Budget	
Public Officials & Employees Liability	\$234,520	\$58,630	\$166,860	\$225,490	\$222,480	\$3,010			
Commercial Crime	\$3,311	\$828	\$2,440	\$3,268	\$3,253	\$15			
Fiduciary Liability	\$3,998	\$1,000	\$3,433	\$4,433	\$4,577	-\$144			
All Risk Property	<u>\$730,743</u>	\$189,086	\$503,587	<u>\$692,673</u>	<u>\$671,450</u>	<u>\$21,223</u>			
Totals	<u>\$972,572</u>			<u>\$925,864</u>	<u>\$901,760</u>	<u>\$24,104</u>			

Exhibit B

TAB 8

**RESOLUTION REGARDING PURCHASE OF COMMERCIAL CRIME
INSURANCE FOR THE PERIOD 4/1/07 – 4/1/08**

RESOLVED: That CRRA's \$3,000,000 Commercial Crime insurance be purchased from St. Paul Travelers for a premium of \$3,253 for the period 4/1/07 – 4/1/08 as discussed at this meeting.

**Connecticut Resources Recovery Authority
Commercial Crime Insurance Renewal
3/22/07**

I. Current Policy

- Commercial Crime Policy - Expires 4/1/07
- \$3 million limit, \$100,000 deductible – Premium was \$3,311
- Insurer – St. Paul Travelers Casualty and Surety Company of America

II. Renewal Policy

- This program was marketed to St. Paul Travelers, Chubb, ACE and Zurich (see Exhibit A)
- CRRA received only one firm quote and that was from St. Paul Travelers:

**St. Paul
Travelers**

Liability Limits:

Public Employee Dishonesty	\$3,000,000
Computer Fraud	\$3,000,000
Money & Securities-Premises	\$10,000
Money & Securities-Messenger	\$10,000

Deductibles:

Public Employee Dishonesty	\$100,000
Computer Fraud	\$100,000
Money & Securities-Premises	\$500
Money & securities-Messenger	\$500

Term & Premium:

4/1/07 – 4/1/08	\$3,253
-----------------	----------------

- ACE provided an “indication” of \$7,000 for this program, Zurich did not meet the time deadline for submitting a quote, and Chubb declined to quote saying it could not be price competitive
- Crime Insurance is designed to cover losses due to public employee dishonesty, theft, disappearance and destruction of money, securities and property. The

coverage limit of \$3,000,000 is based upon the number of CRRA employees, locations and total receipts. Benchmarking indicates that the average limit is \$2 million

- **St. Paul Travelers provided broader terms/conditions covering Investigative Expenses incurred to determine the extent of any loss, and Funds Transfer Fraud covering computer fraud and electronic, telegraphic, cable, teletype or telephone instructions fraudulently transmitted to a financial institution directing such institution to debit a transfer account and to transfer, pay or delivery money or securities from such transfer account**

III. Management Summary & Recommendation

- Discussions with our broker indicate there are no unusual exposures to CRRA from the exclusions
- Most policy deductibles for this insurance are at the \$100,000
- Aon believes that the incumbent (St. Paul Travelers) deserves to keep the business as they know CRRA's business well and have provided a very favorable premium quote with expanded coverage
- Considering our internal checks and balances, our clean claims history and Aon's recommendation, Management recommends securing the \$3 million limit, with a \$100,000 deductible, from St. Paul Travelers for an annual premium of \$3,253. This represents a slight decrease(\$58) over the expiring annual premium
- CRRA's annualized budget for this program covering FY'07 and FY '08 is \$3,268 (see Premium to Budget Comparison, Exhibit B)

IV. Recommendation to CRRA Board

The Finance Committee has reviewed and discussed CRRA's Commercial Crime insurance and recommends the purchase of the policy from St. Paul Travelers Company with a \$3,000,000 limit, \$100,000 deductible, for the period 4/1/07 – 4/1/08 for a premium of \$3,253.

**Connecticut Resources Recovery Authority
Policy Term (04/01/2007 – 04/01/2008)**

Quote Disclosure Report

Program	Line of Business	Carrier	Intermediary, if applicable	Carrier Response	Carrier Declination Reason	Premium	ARS Commission (%/dollars)	Intermediary Commission (%/dollars)
FSG	POL	ACE		Quoted Various options for \$5M and \$10M limits with defense costs inside and outside, lower deductibles and with/without tria.		\$222,480 \$198,352 \$194,249 \$208,167	0%	
		Great American		Declined	Loss History			
		Zurich St Paul Travelers		Declined	Loss History			
		St Paul Travelers		Declined	Loss History			
	FIDUCIARY	Chubb		Quoted	<i>Feels they cannot compete</i>	\$4,031	0%	
		ACE		Declined	Cannot write risks not subject to ERISA			
		Zurich		Pending				
	CRIME	Zurich		Pending				
		ACE		Indication	\$7,000 estimate			

EXHIBIT A

ARS receives premiums Clients pay for remittance to insurers as well as refunds by insurance companies for remittance to Client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

**Connecticut Resources Recovery Authority
Policy Term (04/01/2007 – 04/01/2008)**

Quote Disclosure Report

Program	Line of Business	Carrier	Intermediary, if applicable	Carrier Response	Carrier Declination Reason	Premium	ARS Commission (%/dollars)	Intermediary Commission (%/dollars)
		St Paul Travelers		Quote	<i>Uncompetitive (Provided indication only)</i>	\$3,253	0%	
		Chubb		Declined		\$8600		

ARS receives premiums Clients pay for remittance to insurers as well as refunds by insurance companies for remittance to Client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

PREMIUM TO BUDGET COMPARISON

Insurance Type	2006-2007 4/1/06 - 4/1/07		FY 2007 4/1/07-6/30/07		FY 2008 7/1/07-4/1/08		Proposed (4/1/07-4/1/08)		Surplus/ (Deficit) to Budget
	Premium	Budget	Premium	Budget	Premium	Budget	Premium	Budget	
Public Officials & Employees Liability	\$234,520	\$58,630	\$166,860	\$225,490	\$222,480	\$3,010			
Commercial Crime	\$3,311	\$828	\$2,440	\$3,268	\$3,253	\$15			
Fiduciary Liability	\$3,998	\$1,000	\$3,433	\$4,433	\$4,577	-\$144			
All Risk Property	<u>\$730,743</u>	\$189,086	\$503,587	<u>\$692,673</u>	<u>\$671,450</u>	<u>\$21,223</u>			
Totals	<u>\$972,572</u>			<u>\$925,864</u>	<u>\$901,760</u>	<u>\$24,104</u>			

Exhibit B

TAB 9

**RESOLUTION REGARDING THE PURCHASE OF FIDUCIARY LIABILITY
INSURANCE FOR THE PERIOD 4/1/07 – 4/1/08**

RESOLVED: That CRRA's \$3,000,000 Fiduciary Liability insurance, with a separate \$1,000,000 limit for defense expenses, for a premium of \$4,577 from St. Paul Travelers for the term 4/1/07 – 4/1/08, as discussed at this meeting.

**Connecticut Resources Recovery Authority
Fiduciary Liability Insurance Renewal
3/22/07**

I. Current Policy

- Fiduciary Liability Policy Expires – 4/ /1/07
- \$3 million limit, \$5,000 deductible – premium was \$3,998
- Fiduciary Liability Insurance pays, on behalf of the insured, the legal liability arising from claims for alleged failure to prudently act within the meaning of the Pension Reform Act of 1974. “Insured” is variously defined as a trust or employee benefit plan, any trustee, officer or employee of the trust or employee benefit plan, employer who is sole sponsor of a plan and any other individual or organization designated as a fiduciary. Group life and medical expense plans, as well as pension and retirement plans, are within the scope of the law.
- Insurer – Travelers Casualty and Surety Company of America.

II. Renewal Policy

- This program was marketed to St. Paul Travelers, Chubb, ACE and Zurich (see Exhibit A)
- CRRA only received quotes from St. Paul Travelers
- Benchmarking prepared by Aon demonstrates that the average limit of insurance for this type of risk is \$3 million. However, many of these public entities are very large water/sewer facilities and airports. Aon has advised that the \$3 million level appears reasonable for CRRA’s exposures.
- The options for \$3 million of coverage for a one-year policy are as follows:

Insurer	Limit	Deductible	Premium
St. Paul Travelers	\$3,000,000	\$5,000	\$4,577*
St. Paul Travelers	\$3,000,000	\$5,000	\$4,031

*** Provides \$1M for Defense Expenses in addition to limit**

III. Management Summary & Recommendation

- Discussions with our broker indicate there are no unusual exposures to CRRA and that the terms/conditions are the same as last year
- Aon recommends purchasing the Fiduciary insurance from the current carrier, St. Paul Travelers, as they know CRRA's business well and have provided a very favorable premium quote with expanded coverage for defense costs
- Management, in consultation with our broker, recommends securing the \$3,000,000 policy with a \$5,000 deductible and separate defense costs of \$1,000,000 for a premium of \$4,577 from St. Paul Travelers. This premium represents a slight increase (\$300) from the expiring annual premium but incorporates the added feature of a separate defense expense limit
- CRRA's annualized budget for this program covering FY'07 and FY '08 is \$4,433. Selection of the recommended policy would exceed the annualized budget by \$144; however, due to savings on other lines of insurance, the overall insurance budget will not be impacted (see Premium to Budget Comparison, Exhibit B)

IV. Recommendation to CRRA Board

The Finance Committee has reviewed and discussed renewing CRRA's Fiduciary Liability insurance and recommends the purchase of the policy from St. Paul Travelers Company with a \$3,000,000 limit, with a separate \$1,000,000 limit for defense expenses, and a \$5,000 deductible for the period 4/1/07 – 4/1/08 for a premium of \$4,577.

**Connecticut Resources Recovery Authority
Policy Term (04/01/2007 – 04/01/2008)**

Quote Disclosure Report

Program	Line of Business	Carrier	Intermediary, if applicable	Carrier Response	Carrier Declination Reason	Premium	ARS Commission (%/dollars)	Intermediary Commission (%/dollars)
FSG	POL	ACE		Quoted Various options for \$5M and \$10M limits with defense costs inside and outside, lower deductibles and with/without tria.		\$222,480 \$198,352 \$194,249 \$208,167	0%	
		Great American		Declined	Loss History			
		Zurich St Paul Travelers		Declined	Loss History			
		St Paul Travelers		Declined	Loss History			
	FIDUCIARY	Chubb		Quoted	<i>Feels they cannot compete</i>	\$4,031	0%	
		ACE		Declined	Cannot write risks not subject to ERISA			<u>EXHIBIT A</u>
		Zurich		Pending				
	CRIME	Zurich		Pending				
		ACE		Indication	\$7,000 estimate			

ARS receives premiums Clients pay for remittance to insurers as well as refunds by insurance companies for remittance to Client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

**Connecticut Resources Recovery Authority
Policy Term (04/01/2007 – 04/01/2008)**

Quote Disclosure Report

Program	Line of Business	Carrier	Intermediary, if applicable	Carrier Response	Carrier Declination Reason	Premium	ARS Commission (%/dollars)	Intermediary Commission (%/dollars)
		St Paul Travelers		Quote	<i>Uncompetitive (Provided indication only)</i>	\$3,253	0%	
		Chubb		Declined		\$8600		

ARS receives premiums Clients pay for remittance to insurers as well as refunds by insurance companies for remittance to Client and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. ARS will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and insurer agreements.

PREMIUM TO BUDGET COMPARISON

Insurance Type	FY 2007		FY 2008		Proposed (4/1/07-4/1/08) Premium	Surplus/ (Deficit) to Budget
	2006-2007 4/1/06 - 4/1/07 Premium	Budget 4/1/07-6/30/07	Budget 7/1/07-4/1/08	Annualized Budget		
Public Officials & Employees Liability	\$234,520	\$58,630	\$166,860	\$225,490	\$222,480	\$3,010
Commercial Crime	\$3,311	\$828	\$2,440	\$3,268	\$3,253	\$15
Fiduciary Liability	\$3,998	\$1,000	\$3,433	\$4,433	\$4,577	-\$144
All Risk Property	<u>\$730,743</u>	\$189,086	\$503,587	<u>\$692,673</u>	<u>\$671,450</u>	<u>\$21,223</u>
Totals	<u>\$972,572</u>			<u>\$925,864</u>	<u>\$901,760</u>	<u>\$24,104</u>

Exhibit B

TAB 10

**RESOLUTION REGARDING REQUEST FOR SERVICES (RFS) TO STUDY
ALTERNATIVES TO COMMERCIAL INSURANCE**

RESOLVED: That the CRRA President is authorized to execute the Request for Services regarding Alternatives to Commercial Insurance to Aon Risk Services for an amount not to exceed \$15,100, as discussed at this meeting.

**Connecticut Resources Recovery Authority
Finance Committee
Proposed Request for Services**

Executive Summary

In accordance with CRRA's Procurement Policies and Procedures, and pursuant to Section 22a-268a (3) of the *Connecticut General Statutes*, which require that any non-budgeted expenditure in excess of \$5,000 for certain services receive CRRA Board approval, this is to request that the Finance Committee recommend that the Board approve the Request for Services for Aon Risk Services (Aon) to study Alternatives to Commercial Insurance.

Discussion

CRRA's last Casualty Insurance renewal experience was very difficult with virtually no competition for provision of many of our insurance programs. In September of 2006 the Finance Committee and the Board of Directors endorsed the recommendation of management that comprehensive reviews of risk financing and risk transfer mechanisms be undertaken to determine the most cost-effective program for CRRA. The alternatives to be reviewed included many kinds of self-insurance, exposure identification and risk transfer, administrative and financial transition plans, among other items.

CRRA's contract with our Insurance Consultant and Broker, Aon Risk Services (Aon) contains provisions for performing these kinds of services (Exhibit B) under specific Requests for Services. With the assistance of our broker/consultant, CRRA has established a plan for prioritizing and pursuing study of the complicated and varied elements of an alternative program.

The approach proposed will be undertaken in three parts: Phase I – Identification, description and presentation of alternative approaches (\$10,100) plus reasonable out-of-pocket expenses not to exceed \$5,000; Phase II – Loss forecast and probability distributions (\$22,800); Phase III – Financial alternative modeling, based upon decisions made in Phase II (range 25,000 - \$39,000).

In this first phase Aon will identify, describe and conceptually compare and contrast the potential alternative approaches to dealing with CRRA risks. Aon will consider various forms of unfunded and funded self-insurance, structured insurance, and a captive insurance company as possible alternatives. Aon will also consider capital market approaches. Aon will provide a Phase I report for CRRA's consideration with a view toward narrowing down the alternatives for future in-depth analysis. There is no commitment for additional phases if the Finance Committee determines further study is not necessary.

Attached is a draft Request for Services for this matter.



100 CONSTITUTION PLAZA • 6th FLOOR • HARTFORD • CONNECTICUT • 06103-1722 • TELEPHONE (860) 757-7700
FAX (860) 757-7740

February 22, 2007

Mr. Gerard R. McStravick
Resident Managing Director
Executive-In-Charge
Aon Risk Services, Inc. of Connecticut
1700 East Putnam Avenue – P. O. Box 900
Old Greenwich, CT 06870

Dear Mr. McStravick:

Subject: Request for Services – Insurance Consulting and Broker Services

This Request will authorize you to provide the Services described below in accordance with the terms and conditions of the Insurance Consulting and Broker Services Agreement, dated January 1, 2006 between CRRA and you.

The Scope of Services, Estimated Time of Performance and Estimated Costs set forth below will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of the Request, to be indicated below. The Scope of Services is the product of consultation between CRRA and you and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by CRRA.

Item I Scope of Services – Aon will identify and analyze alternative approaches to the current insurance and risk retention program, including funded and unfunded self-insurance, structured insurance, and the possible formation of a captive insurance company for CRRA. The primary purpose of the feasibility study is to determine the least cost approach to risk treatment that will satisfy CRRA's overall business and risk management objectives. The study will make specific recommendations, as well as identify a broad range of options and issues to consider.

The approach will be undertaken in three parts: Phase I – Identification, description and presentation of alternative approaches (\$10,100); Phase II – Loss forecast and probability distributions (\$22,800); Phase III – Financial Alternative Modeling, based upon decisions made in Phase II (range \$25,000 - \$39,000).

This Request for Services only covers Phase I.

Aon will document the current insurance program and establish which coverages represent the most likely candidates for a captive. Aon will focus on analyzing funding CRRA's workers compensation, general liability, auto liability and pollution legal liability risks. Aon will not explicitly model excess umbrella coverage but will discuss it conceptually within their report.

Aon will identify, describe and conceptually compare and contrast the potential alternative approaches to dealing with CRRA risks. Aon will consider various forms of unfunded and funded self-insurance, structured insurance, and a captive insurance company as possible alternatives. Aon will also consider capital market approaches.

Aon will provide a Phase I report for CRRA's consideration with a view toward narrowing down the alternatives for further in-depth analysis.

Item II Estimated Time of Performance – Aon expects to be able to complete Phase I within six to eight weeks after obtaining the requisite data.

Item III Estimated Costs – Aon's fee for Phase I of the study is \$10,100 plus reasonable (if any) out-of-pocket expenses not to exceed \$5,000.

These costs are not to be exceeded without CRRA's prior written consent. CRRA shall not pay for any services rendered or expenses incurred by Aon in excess of those included in this Request unless specifically authorized in advance and in writing by CRRA.

Very truly yours,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____

Title:

Accepted under the terms of the
Insurance Consulting and Broker
Services Agreement Dated January 1,
2006

AON RISK SERVICES, INC.

By: _____

Title:

TAB 11

**RESOLUTION REGARDING THE FISCAL YEAR 2007
METROPOLITAN DISTRICT COMMISSION BUDGET
TRANSFERS AND ADDITIONAL APPROPRIATIONS**

RESOLVED: That the fiscal year 2007 Metropolitan District Commission Mid-Connecticut Project Annual Operating Budget be amended as follows:

- That an additional \$2,032,788 be authorized for the Waste Processing Facility function to cover the projected additional operating costs; and
- That an additional \$91,769 be authorized for the Landfill function to cover the projected additional operating costs;
- That an additional \$3,200 be authorized for the Waste Transportation function to cover the projected additional operating costs;

FURTHER RESOLVED: That the cost of the capital projects incurred by the MDC in the amount of \$382,000 to be funded from the Facility Modification Reserve.

Fiscal Year 2007

MDC Budget Transfers & Additional Appropriations

March 22, 2007

The Metropolitan District Commission (the "MDC") submits an operating budget annually to the authority for the following three operating functions: Waste Processing Facility ("WPF"), Waste Transportation and the Landfill.

Pursuant to the agreement between CRRA and the MDC, the MDC cannot transfer funds between these functions or expend funds in excess of the budget for each function without CRRA Board authorization. The MDC has requested additional appropriations for fiscal year 2007. The additional appropriations would be funded from the projected fiscal year 2007 Mid-Connecticut Project surplus.

Exhibit A shows the summary for fiscal year 2007 as provided by the MDC. As shown in column 3 of the Exhibit, the MDC is currently projecting budget overruns with the WPF, Landfill, and Waste Transportation functions.

The following summarizes the budget overruns as requested by the MDC for the fiscal year 2007 Mid-Connecticut Project annual operating budget:

ADDITIONAL APPROPRIATIONS

1. Request: authorization for additional appropriations of \$2,032,788 for the Waste Processing Facility function.

Reason: the primary reasons for the increase in costs are as follows:

- PAYROLL AND BENEFITS
 - PAYROLL - assumes three additional positions to be filled (two stock clerks and a planner) to support 24/7 warehouse activity and improve maintenance efficiency (\$65k).
 - OVERTIME - during the first six months of fiscal year 2007 staffing levels were below budget resulting in an increase of overtime. The projection for fiscal year 2007 assumes no vacancies for the rest of the year. Additional cost has also been incurred for operating on Sundays to compensate for additional downtime due to increase maintenance activity.

- Major Medical – these are reductions are due to the MDC implementing a Century Preferred health plan. This expense will not be included in the FY08 budget.
- OPERATIONS
 - ELECTRIC SUPPLIES – Major refurbishing and upgrades of the WPF electrical systems have been undertaken to address safety, fire system and processing needs, recently identified.
 - CARE OF GROUNDS – Substantial additional measures have been undertaken to restore the WPF grounds and clearing overgrowth of the facility's fence lines.
 - OIL & LUBRICANT - expense was under budgeted as compared to previous years.
 - EQUIPMENT RENTAL - increased costs are associated with repairing fire system and additional use of outside vacuum trucks supporting operations.
- MAINTENANCE
 - POWER OPERATED EQUIPMENT – increased maintenance costs on the loaders due to age and use. (New loaders are to be purchased in FY08).
 - TRANSPORTATION EQUIPMENT – increased maintenance costs on other rolling stock associated with repairs and breakdowns of aging equipment.
 - TREATMENT EQUIPMENT – Major repairs were required to assure the continued and effective operation of the WPF and increase processing throughput. Repairs and upgrades could not be delayed in addressing processing, safety, system repair needs including support for electrical upgrades.
 - BUILDINGS – additional costs were incurred for lawn care, facility/site clean-up and additional explosion canopy purchases.
- CAPITAL OUTLAY
 - Historically capital purchases have been performed by the Authority and not included in the MDC budget. However, due to the staffing

shortage at the Authority and the number projects that must be completed at the WPF, the MDC has incurred capital costs. The capital purchases made by the MDC included replacement of trommel thrust rings, 100B conveyor pans, 504 replacement rails and installation, and conveyor upgrades to 124,125,224,225, 117 and replacement needs for the 20 ton crane. These costs will be funded from the Authority's Facility Modification Reserve.

- **INDIRECT COSTS**

- Since indirect costs are a percentage of operating costs, an increase in operating costs directly correlates to an increase in indirect costs.

During fiscal year 2007 and 2008 the plan is to revitalize the plant by making major capital improvements and implementing new maintenance programs. Additional staffing is being added to manage the inventories and maintenance program. These changes are already having an impact on higher processing levels. The Authority will continue to work in conjunction with the MDC to address the equipment issues at the WPF on a going forward basis.

2. Request: authorization for additional appropriations of \$91,769 for the Landfill function.

Reason: the primary reasons are as follows:

- **PAYROLL AND BENEFITS**

- Increase in benefit costs is the result of higher than anticipated medical claims associated with the operating staff, partially offset by a net reduction in payroll and Social Security.

- **MAINTENANCE**

- **POWER OPERATED EQUIPMENT** - Increase is the result of higher than projected costs to maintain aging compactors, dozers, excavator, and pay-loader.
- **TRANSPORTATION EQUIPMENT** - Increase is the result of high than projected maintenance costs associated with maintaining aging sweeper, dump truck, water truck, fuel truck, and roll-off truck.

- **INDIRECT COSTS**

- Since indirect costs are a percentage of operating costs, an increase in operating costs directly correlates to an increase in indirect costs.

3. Request: authorization for additional appropriations of \$3,200 for the Waste Transportation function.

Reason: the primary reason is as follows:

- **PAYROLL AND BENEFITS**

- Increase in overtime costs to support non-scheduled ash loading days and stacking at the Power Block facility. Facility constraints have required additional support for this activity.

- **INDIRECT COSTS**

- Since indirect costs are a percentage of operating costs, an increase in operating costs directly correlates to an increase in indirect costs.

EXHIBIT A

MID-CONNECTICUT PROJECT
MDC 2007-2008 BUDGET SUMMARY

Expenditure Classification	2006-2007		Difference
	Adopted	Projected*	
<u>Summary by Activity</u>			
Administration	\$447,550	\$421,944	(\$25,606)
Waste Processing Facility	13,234,100	15,266,888	2,032,788
Waste Transportation	210,200	213,400	3,200
Landfill — Hartford	1,561,650	1,653,419	91,769
Total	15,453,500	17,555,651	2,102,151
<u>Recap by Major Objects of Expenditure</u>			
Payroll and Benefits			
Regular Pay	4,810,500	4,648,079	(162,421)
Overtime	1,470,100	1,885,914	415,814
Standby and Premium Pay	129,100	114,286	(14,814)
Longevity Pay	4,800	4,900	100
Other Employee Benefits	2,258,100	2,207,751	(50,349)
Subtotal	8,672,600	8,860,930	188,330
Operations			
Maintenance	1,578,500	1,733,876	155,376
Capital Outlay	3,107,600	4,335,545	1,227,945
Indirect Costs	-	382,000	382,000
Contingencies	1,974,800	2,243,300	268,500
Total	120,000	-	(120,000)
Total	\$15,453,500	\$17,555,651	\$2,102,151
<u>Authorized Positions</u>			
Administration	3	3	-
Waste Processing Facility	72	72	-
Waste Transportation	1	1	-
Landfill — Hartford	9	8	(1)
Total Authorized Positions	85	84	(1)

* Projected 2006-2007 2nd Quarter

ADMINISTRATION

Commitment Item	Expenditure Classification	2006-2007		Difference
		Adopted	Projected*	
	<u>Payroll and Benefits</u>			
501101	Regular Pay	\$272,600	\$264,750	(\$7,850)
501201	Overtime	1,700	2,000	300
502239	Workers Compensation	900	7,700	6,800
502500	Blue Cross	21,000	11,884	(9,116)
502501	Blue Shield	8,000	3,784	(4,216)
502502	Major Medical	2,000	-	(2,000)
502503	Group Life	500	400	(100)
502505	Pension Regular	18,650	18,650	-
502508	Social Security	21,000	19,710	(1,290)
501601	Longevity Pay	-	600	600
	Total Payroll and Benefits	346,350	329,478	(16,872)
	<u>Operations</u>			
502026	Clothing and Apparel	100	50	(50)
502107	Office Supplies and Expenses	12,000	9,206	(2,794)
502214	Gasoline	900	1,000	100
502251	Printed Forms	2,500	1,500	(1,000)
502270	Seminars and Conventions	1,000	379	(621)
502278	Business Travel	2,000	-	(2,000)
502296	Consultant Services	-	9,000	9,000
502353	Telephone	11,600	8,368	(3,232)
502416	Computer Equipment and Supplies	3,000	3,000	-
	Total Operations	33,100	32,503	(597)
	<u>Maintenance</u>			
503201	Communication Equipment	2,700	2,584	(116)
503203	Office Furniture and Equipment	3,200	3,479	279
503208	Transportation Equipment	-	-	-
	Total	5,900	6,063	163
	<u>Indirect Costs</u>			
502041	MDC	57,200	53,900	(3,300)
	<u>Contingencies</u>			
509901	Contingency	5,000	-	(5,000)
	Total Expenditure Classification	\$447,550	\$421,944	(\$25,606)

WASTE PROCESSING FACILITY

Commitment Item	Expenditure Classification	2006-2007		Difference
		Adopted	Projected*	
	<u>Payroll and Benefits</u>			
501101	Regular Pay	\$4,009,400	\$3,923,685	(\$85,715)
501201	Overtime	1,300,800	1,688,730	387,930
502239	Workers Compensation	443,600	443,600	-
501401	Standby and Premium Pay	127,600	113,295	(14,305)
502500	Blue Cross	350,000	328,342	(21,658)
502501	Blue Shield	150,000	165,875	15,875
502502	Major Medical	150,000	1,000	(149,000)
502503	Group Life	6,000	6,000	-
502505	Pension Regular	447,600	447,600	-
502508	Social Security	408,200	415,100	6,900
502509	Unemployment Compensation	2,000	1,000	(1,000)
501601	Longevity Pay	3,900	3,400	(500)
	Total	7,399,100	7,537,627	138,527
	<u>Operations</u>			
502011	Meal Allowances	2,400	2,400	-
502026	Clothing and Apparel	36,400	33,990	(2,410)
502103	Electrical Supplies	31,000	90,000	59,000
502104	Janitorial Supplies	8,500	8,500	-
2-107	Office Supplies and Expenses			-
502111	Small Tools	30,000	26,311	(3,689)
502112	Communication Equip. and Supplies	5,500	16,594	11,094
502136	Safety and First Aid Supplies	18,700	11,017	(7,683)
502137	Fire Equipment	12,000	11,718	(282)
502188	Refuse Collection	12,500	9,134	(3,366)
502195	Agency Hire	518,100	518,109	9
502203	Care of Grounds	13,000	30,433	17,433
502210	Propane Gas	13,000	14,277	1,277
502213	Fuel for Heating	120,000	119,817	(183)
502214	Gasoline	3,000	2,926	(74)

WASTE PROCESSING FACILITY

Commitment Item	Expenditure Classification Cont'd	2006-2007		Difference
		Adopted	Projected*	
502215	Oil and Lubricants	60,500	85,850	25,350
502216	Diesel Fuel	296,400	309,079	12,679
502273	Employees Education Program	2,000	1,000	(1,000)
502295	Outside Testing and Lab Services	3,000	1,871	(1,129)
502304	Pest Control Services	7,700	8,115	415
502319	Equipment Rental	27,000	50,677	23,677
502354	Water	9,500	21,644	12,144
502355	Sewer User Fees	8,000	21,090	13,090
	Total	1,238,200	1,394,552	156,352
	<u>Maintenance</u>			
503201	Communication Equipment	700	700	-
503204	Power Operated Equipment	823,800	1,000,159	176,359
503207	Tool and Work Equipment	49,000	48,649	(351)
503208	Transportation Equipment	51,400	87,350	35,950
503209	Treatment Equipment	1,709,800	2,550,000	840,200
503210	Other Equipment	5,000	20,517	15,517
503301	Buildings	141,000	280,119	139,119
503313	Service Roads	15,000	14,415	(585)
	Total	2,795,700	4,001,909	1,206,209
	<u>Capital Outlay</u>			
504209	Treatment Equipment	-	382,000	382,000
	<u>Indirect Costs</u>			
502041	MDC	1,691,100	1,950,800	259,700
	<u>Contingencies</u>			
509901	Contingency	110,000	-	(110,000)
	Total	\$13,234,100	\$15,266,888	\$2,032,788

* Projected 2006-2007 2nd Quarter

WASTE TRANSFER AND TRANSPORTATION

Commitment Item	Expenditure Classification	2006-2007		Difference
		Adopted	Projected*	
	<u>Payroll and Benefits</u>			
501101	Regular Pay	\$55,700	\$55,683	(\$17)
501201	Overtime	15,700	24,250	8,550
502239	Workers Compensation	8,000	8,000	-
502500	Blue Cross	500	1,046	546
502501	Blue Shield	500	1,410	910
502502	Major Medical	100	-	(100)
502503	Group Life	50	50	-
502505	Pension Regular	6,300	6,300	-
502508	Social Security	5,500	5,500	-
	Total	92,350	102,239	9,889
	<u>Operations</u>			
502011	Meal Allowances	50	30	(20)
502026	Clothing and Apparel	400	285	(115)
502214	Gasoline	9,600	12,945	3,345
502216	Diesel Fuel	-	-	-
502350	Electricity	400	-	(400)
	Total	10,450	13,260	2,810
	<u>Maintenance</u>			
503201	Communication Equipment	-	-	-
503204	Power Operated Equipment	34,500	20,585	(13,915)
503207	Tool and Work Equipment	2,000	1,560	(440)
503208	Transportation Equipment	34,000	43,456	9,456
503301	Buildings	10,000	5,000	(5,000)
	Total	80,500	70,601	(9,899)
	<u>Indirect Costs</u>			
502041	MDC	26,900	27,300	400
	Total	\$210,200	\$213,400	\$3,200

* Projected 2006-2007 2nd Quarter

HARTFORD LANDFILL

Commitment Item	Expenditure Classification	2006-2007		Difference
		Adopted	Projected*	
<u>Payroll and Benefits</u>				
501101	Regular Pay	\$472,800	\$403,961	(\$68,839)
501201	Overtime	151,900	170,934	19,034
502239	Workers Compensation	51,600	51,600	-
501401	Standby and Premium Pay	1,500	991	(509)
502500	Blue Cross	35,000	110,411	75,411
502501	Blue Shield	12,500	53,489	40,989
502502	Major Medical	4,000	100	(3,900)
502503	Group Life	700	800	100
502505	Pension Regular	56,000	56,000	-
502508	Social Security	47,900	42,400	(5,500)
501601	Longevity Pay	900	900	-
	Total Payroll and Benefits	834,800	891,586	56,786
<u>Operations</u>				
502011	Meal Allowances	50	30	(20)
502026	Clothing and Apparel	3,800	3,200	(600)
502103	Electrical Supplies	100	50	(50)
502104	Janitorial Supplies	2,300	1,920	(380)
502111	Small Tools	500	300	(200)
502112	Communication Equip & Supplies	300	300	-
502120	Landfill Cover	63,600	48,557	(15,043)
502136	Safety and First Aid Supplies	500	200	(300)
502137	Fire Equipment	1,000	1,000	-
502203	Care of Grounds	7,000	4,200	(2,800)
502213	Fuel for Heating	5,700	4,000	(1,700)
502214	Gasoline	1,800	1,100	(700)
502216	Diesel Fuel	83,600	100,300	16,700
502304	Pest Control Services	3,100	3,204	104
502319	Equipment Rental	110,000	110,000	-
502350	Electricity	9,200	11,000	1,800
502353	Telephone	3,400	3,400	-
502354	Water	500	500	-
502355	Sewer User Fees	300	300	-
	Total Operations	296,750	293,561	(3,189)
<u>Maintenance</u>				
503204	Power Operated Equipment	178,000	190,000	12,000
503207	Tool and Work Equipment	2,000	1,672	(328)
503208	Transportation Equipment	22,200	46,800	24,600
503210	Other Equipment	2,800	2,300	(500)
503301	Buildings	13,000	10,000	(3,000)
503313	Service Roads	7,500	6,200	(1,300)
	Total Maintenance	225,500	256,972	31,472
<u>Indirect Costs</u>				
502041	MDC	199,600	211,300	11,700
<u>Contingencies</u>				
509901	Contingencies	5,000	-	(5,000)
	Total Expenditure Classification	\$1,561,650	\$1,653,419	\$91,769

*Projected 2006-2007 2nd Quarter

TAB 12

**Resolution Regarding the Standard Form Municipal Solid Waste Delivery Agreement for
the Mid-Connecticut Project**

RESOLVED: That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Mid-Connecticut Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

Connecticut Resources Recovery Authority
Contract Summary for Standard Form Hauler Agreement – Mid-Connecticut Project

Presented to the Board: March 29, 2007

Customers: Approximately 59 commercial haulers

Contract Type: Revenue, Municipal Solid Waste Delivery Agreement

Facility: Mid-Connecticut Project

Aggregate Revenue: FY08 approximately \$34,638,000 in FY08 (502,000 tons)

Term: July 1, 2007 – June 30, 2010 (Fiscal Years 2008, 2009, 2010)

Term Extensions: None

Service Fee Structure: FY08 \$69.00/ton.
FY09 and FY10 Hauler shall pay a Service Fee not to exceed the Service Fee calculated in a manner that is equal to the net Cost of Operation divided by the estimated tons of Acceptable Solid Waste delivered to the Project.

Surcharges: For deliveries of East Windsor MSW to Ellington Transfer Station a fixed surcharge of \$2.25/ton is added to the Service Fee.

For deliveries of MSW generated by the CRERPA municipalities a variable surcharge to cover the cost for Essex Host Community Benefit and Regional Recycling Coordinator is added to the service fee.

Hauler's Right to Terminate: If the FY09 and FY10 Service Fees established by CRRA's Board of Directors exceed \$72.00 and \$75.00 respectively, Haulers shall have the right to terminate the agreement provided Hauler gives CRRA written notice within 30-days of Hauler's receipt of notification from CRRA regarding the new Service Fee for the upcoming fiscal year. If CRRA does not receive written notice within such 30-days period, Hauler will forfeit its right of termination.

Delivery Requirement: Hauler agrees to deliver all Acceptable Waste generated within the corporate boundaries of the Mid-Connecticut Project municipalities that Hauler collects or comes into its possession.

Delivery Standard: Acceptable Solid Waste in accordance with Mid-Connecticut Permitting, Disposal & Billing Procedures ("Procedures")

Credit Security: Guaranty of payment in a form of letter of credit, surety bond or cashier check in the amount equal to 2 months of waste charges.

**Connecticut Resources Recovery Authority
Mid-Connecticut Project
Standard Form
Municipal Solid Waste Delivery Agreement
March 29, 2007**

Background:

Presently, CRRA has Municipal Solid Waste Delivery Agreements (“Agreements”) with 59 private sector haulers for delivery of municipal solid waste to the Mid-Connecticut Project. The Agreements are generally for a three year term, all of which expire on June 30, 2007. Prior to FY05, the standard form hauler agreements had a term of only one year.

Based on FY06 deliveries, approximately 502,200 tons of residential and commercial municipal solid waste (“MSW”) or 58% of total MSW deliveries of 860,252 tons were delivered by and billed to private haulers and other non-municipal customers for disposal at the Mid-Connecticut Project.

Discussion:

The proposed standard form hauler agreement (“New Agreement”) is similar to the current Agreement. The term of the New Agreement is for three years commencing on July 1, 2007 and expiring on June 30, 2010. The delivery requirement is a commitment by the hauler to deliver to the Designated Facility (i.e., Waste Processing Facility and/or Project Transfer Stations) all Acceptable Solid Waste generated within the corporate boundaries of the Member Municipalities that the Hauler collects or that comes into Hauler’s Possession. As there is no minimum delivery guarantee or maximum limitation on MSW deliveries, the haulers are provided with several benefits: As a hauler grows or expands its collection business within the Member Municipalities it is assured access to a reliable, cost effective and environmentally sound disposal facility. In the event a hauler’s collection business shrinks, the hauler is not liable for monetary damages for failure to meet a minimum “put – or – pay” guarantee.

The service fee pricing structure in the New Agreement is likewise similar to the existing Agreement. Prior to the execution of the agreement by the Hauler, the first year Service Fee is fixed based on the Mid-Connecticut Budget approved by the CRRA Board of Directors. For FY08 the Service Fee or tip fee has been set at \$69/ton. For the second and third Fiscal Years (FY09 & FY10), the Service Fee is calculated in accordance with a prescribed methodology in Exhibit B of the New Agreement. This methodology provides for a uniform Service Fee calculated as a recovery of the net cost of operation of the Mid-Connecticut Project.

In the existing Agreement, CRRA agreed to provide the Haulers with an option to terminate the Agreement early in the event the Service Fee for the second and third Fiscal Years exceeded a fixed amount of \$72.10/ton for FY06 and \$74.26/ton for FY07. CRRA provided this option to address the concerns of the Haulers being locked into a multi-year contract in the event that the Service Fee dramatically increases in subsequent years. For the past three years, CRRA has met its commitment to maintain stable tip fees with moderate increase to reflect general inflation and in fact has lowered tip fees.

MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT

This MID-CONNECTICUT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2007, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and _____, a _____, having its principal offices at _____, (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Mid-Connecticut Permitting, Disposal & Billing Procedures* (the "Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of Member Municipalities and delivered by Hauler to the Mid-Connecticut Project facility or facilities designated by CRRA (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Solid Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures, which Procedures are attached hereto as **Exhibit A** and are hereby incorporated by reference and made a part hereof. For purposes of this Agreement, the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Mid-Connecticut resources recovery project or have an agreement to deliver Acceptable Solid Waste to such project.
2. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.
3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, the Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to

CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least two (2) months of waste disposal charges as estimated by CRRA. In its sole discretion, CRRA shall reassess the amount of the guaranty as defined in the Procedures.

4. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 4. If Hauler fails to comply with any of the requirements of this paragraph 4, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 4 are met.
5. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
6. For the purposes of this Agreement, the term "Fiscal Year" shall mean a year commencing July 1st and terminating June 30th of the following year. For each Fiscal Year during the term of this Agreement, Hauler shall pay to CRRA a Service Fee not to exceed the Service Fee calculated in the manner described in **Exhibit B**, attached hereto and made a part hereof, for each ton of Acceptable Solid Waste generated in such Fiscal Year within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. In addition to the Service Fee, Hauler shall pay to CRRA a surcharge, if applicable, for certain CRRA facilities as described in **Exhibit B**.
7. For FY08 Hauler shall be assessed a Service Fee of Sixty-nine and 00/100 Dollars (\$69.00) for each ton of Acceptable Waste delivered to the Designated Facility. If the Service Fee calculated for FY09 and FY 10 pursuant to paragraph 6 and **Exhibit B** herein exceeds Seventy-two and 00/100 (\$72.00) Dollars and Seventy-five and 00/100 (\$75.00) Dollars respectively, Hauler shall have the right to terminate this Agreement within 30 days of the date that Hauler receives written notification from CRRA of the Service Fee increase amount for the upcoming Fiscal Year. In order to exercise this right of termination, Hauler must send written notification, by certified return receipt mail to CRRA within 30 days of Hauler's receipt of notification from CRRA of the Service Fee increase. If Hauler exercises its foregoing right of termination, the effective date of said termination shall be June 30 of the Fiscal Year

in which the notice of termination to Hauler is given by CRRA. If CRRA does not receive written notification of termination from Hauler within the 30 day window as specified above, Hauler shall forfeit its right to terminate this Agreement for the upcoming Fiscal Year and the Agreement shall remain in full force and effect.

8. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) to suspend CRRA's performance under the Agreement; 2) to take such commercially reasonable steps as appropriate to protect CRRA's interests; and/or 3) to exercise any remedy(s) available at law or in equity to CRRA.
9. Hauler shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any Operator, or any of their respective directors, officers, employees, agents or subcontractors, or (b) Hauler or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of this Agreement.
10. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler, or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 10 shall survive the termination or expiration of this Agreement.
11. Hauler shall pay any invoices rendered by CRRA for any charges and costs incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 4 and this paragraph 11, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.
12. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures attached hereto in **Exhibit A**

of this Agreement. If Hauler does not comply with these requirements set forth in this paragraph 12. CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.

13. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
14. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
16. The term of this Agreement shall commence on July 1, 2007 (the "Commencement Date") and shall continue until June 30, 2010. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
17. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
18. Hauler agrees to modify the terms of this Agreement if CRRA requests such reasonable modifications necessitated by CRRA's financing purposes.
19. Hauler agrees to the following: (1) Hauler agrees and warrants it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of Hauler's services in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) Hauler further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of its services; (3) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, to state that it is an "affirmative action-equal opportunity employer" in accordance with

regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (4) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Hauler's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (5) Hauler agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (6) Hauler agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Hauler as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Hauler agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[NAME OF HAULER]

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

By: _____

Its _____
Duly Authorized

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

Mid-Connecticut Permitting, Disposal & Billing Procedures

DRAFT

EXHIBIT B

The Service Fee to be paid by the Hauler for each of the (3) Fiscal Years during the term of this Agreement shall be calculated in the following manner:

1) For each of the two (2) Fiscal Years beginning on July 1, 2008, and July 1, 2009, respectively, not less than 120 days prior to the commencement of each such Fiscal Year, CRRA shall calculate, and provide notice of the calculation of the Service Fee to be paid by the Hauler for each such Fiscal Year. Such Service Fee shall be set at a uniform rate per ton. The Service Fee shall be set such that the receipt by CRRA of the aggregate of: (1) Service Fees collected from all Haulers for Acceptable Solid Waste from Member Municipalities; and (2) Service Charges collected from Member Municipalities for Acceptable Solid Waste (collectively, the "Aggregate Fees"), shall be sufficient to pay or provide for CRRA's Net Cost of Operation of the Mid-Connecticut Project for such Fiscal Year. For purposes of this Agreement, the term "Net Cost of Operation" shall mean, with respect to a Fiscal Year, the sum of all expenditures of CRRA resulting from or necessitated by the ownership, operation and maintenance of and renewals and replacements to the Mid-Connecticut Project or the rendering of services by CRRA with respect to the Mid-Connecticut Project ("Total Expenditures"), minus all revenues received by CRRA with respect to the Mid-Connecticut Project ("Other Revenue") but excluding the Aggregate Fees. For purposes of this paragraph, the term "Mid-Connecticut Project" shall mean CRRA's Mid-Connecticut Project, including all associated facilities, transfer stations, disposal site or sites and such alternative site or sites, for the processing or disposal of solid waste.

The Service Fee shall be calculated pursuant to the following formula:

1. (Total Expenditures) minus (Other Revenue) = Net Cost of Operation
2. (Net Cost of Operation) divided by (Est. Tons of Acceptable Solid Waste for Mid-Connecticut Project) = Service Fee
3. For the Fiscal Year beginning on July 1, 2007, and ending on June 30, 2008 ("Fiscal Year 2008"), CRRA has performed the above calculation with respect to the Service Fee to be paid by the Hauler. For the Fiscal Year 2008, the Service Fee shall be SIXTY NINE and 00/100 DOLLARS (\$69.00) for each ton of Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement.

In addition to the above Service Fee, Haulers shall pay for the term of this Agreement a Surcharge for delivering any Acceptable Solid Waste to the following CRRA facilities:

1. Ellington Transfer Station. For the delivery of East Windsor Acceptable Solid Waste to the Ellington Transfer Station, a fixed surcharge of TWO AND 25/100 (\$2.25) DOLLARS shall be imposed on hauler for each ton of East Windsor Acceptable Solid Waste that is delivered to the Ellington Transfer Station.

2. Essex Transfer Station. For the delivery of Acceptable Solid Waste generated from the municipalities that constitute the Connecticut River Estuary Regional Planning Agency [currently the towns of Chester, Clinton, Deep River, Essex, Killingworth, Lyme, Old Lyme, Old Saybrook, and Westbrook] ("CRERPA") to the Essex Transfer Station, a variable surcharge shall be imposed that is the sum of the Essex Host Community Benefit and Regional Recycling Coordinator fee divided by the estimated aggregate CRERPA Acceptable Solid Waste tonnage for such Fiscal Year. The estimated foregoing Essex Transfer Station surcharge for Fiscal Year 08 is 83/100 (\$.83) DOLLARS per ton of Acceptable Solid Waste.

TAB 13

Resolution Regarding the Standard Form Municipal Solid Waste Delivery Agreement for the Bridgeport Project

Resolved: That the President is authorized to execute agreements for delivery of Acceptable Waste to CRRA's Bridgeport Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

**Connecticut Resource Recovery Authority
Contract Summary for Standard Form Hauler Agreements**

Presented to the Board: March 29, 2007

Vendors: Currently 10 commercial haulers.

Contract Type: Standard form Municipal Solid Waste Delivery Agreement

Facility: Bridgeport Project

Aggregate Revenue: \$2,700,000 in FY08 based on 37,500 tons.

Term: July 1, 2007 – June 30, 2008

Term Extensions: None

Budgeted Tonnage: 37,500 tons of Commercial Contract Waste for FY08

Service Fee Structure: \$72.00/ton for FY08

Delivery Requirement: Hauler agrees to deliver all Acceptable Waste generated within the corporate boundaries of the Bridgeport project municipalities that Hauler collects or comes into its possession.

Delivery Standard: Acceptable Solid Waste in accordance with Bridgeport Permitting, Disposal & Billing Procedures.

Credit Security: Guaranty of payment in a form of letter of credit, surety bond or cashier check in the amount equal to 2 months of waste charges.

BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT

This BRIDGEPORT SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2007, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and _____, a _____, having its principal offices at _____, (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Waste," as defined in CRRA's *Bridgeport Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of CRRA Project Municipalities (as hereinafter defined) and delivered by Hauler to CRRA's Bridgeport resources recovery facility located at 6 Howard Avenue, Bridgeport, Connecticut (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures attached hereto as **Exhibit A** and made a part hereof. The Procedures are hereby made a part of this Agreement in their entirety.
2. For purposes of this Agreement, (i) the term "Wesi Projects" shall mean the resources recovery projects operated by Wheelabrator Environmental Systems, Inc., or Riley Energy Systems of Lisbon Corporation and located in Lisbon, Connecticut, Peekskill, New York, Millbury, Massachusetts and North Andover, Massachusetts; (ii) the term "Member Municipalities" shall mean those municipalities that either are members of CRRA's Bridgeport, Mid-Connecticut, Wallingford and Southeast resources recovery projects or have an agreement to deliver solid waste to such projects; and (iii) the term "Non-Member Municipalities" shall mean those municipalities that are not members of any CRRA resources recovery project or do not have any agreement with CRRA to deliver Acceptable Waste to any such CRRA project, but excluding those municipalities that are either members of the Bristol resources recovery project in Bristol, Connecticut (the "Bristol Project") or have a written agreement to deliver solid waste to the Bristol Project or any of the Wesi Projects. Hauler is prohibited from delivering any Acceptable Waste to the Designated Facility originating from Wesi Projects.
3. Prior to delivering any Acceptable Waste to the Designated Facility, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including

instructions) for such permits. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by CRRA from time to time.

4. Prior to delivering any Acceptable Waste to the Designated Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least two (2) months of waste disposal charges as estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the guarantee as defined in the Procedures.
5. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA for any additional amounts. Further, if Hauler submits to CRRA, either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 5. If Hauler fails to comply with any of the requirements of this paragraph 5, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 5 are met.
6. During the term of this Agreement, Hauler shall deliver to the Designated Facility, all Acceptable Solid Waste generated within the corporate boundaries of any of the Member Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
7. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1st and terminating June 30th of the following year. Hauler shall pay CRRA the following Service Fee of Seventy-two and 00/100 (72.00) for each ton of Acceptable Solid Waste generated in Fiscal Year 2008 within the corporate boundaries of any CRRA Project Municipalities and delivered to Designated Facility by Hauler pursuant to this Agreement.
8. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) suspend CRRA's performance under the agreement; 2) to take such commercially reasonable steps as appropriate to protect CRRA's interests; and or 3) to exercise any remedy(s) available at law or in equity to CRRA.
9. Hauler shall at all times defend, indemnify and hold harmless CRRA, any Operator and their respective directors, officers, employees and agents on account of and from and against any and all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and court costs) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA, any operator, or any of their respective directors, officers, employees, agents or subcontractors, or (b) Hauler or any of its directors, officers,

employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused, in whole or in part, by the acts, omissions or negligence of Hauler, any of its affiliates, directors, officers, employees, agents or subcontractors. Hauler's obligations under this paragraph 8 shall survive the termination or expiration of this Agreement.

10. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 10 shall survive the termination or expiration of the Agreement.
11. Hauler shall pay any invoices rendered by CRRA for any charges and costs incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 5 and this paragraph 10, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.
12. Any Acceptable Waste delivered by Hauler must comply with the requirements for Acceptable Waste set forth in the Procedures. If Hauler does not comply with the foregoing requirements set forth in the Procedures, CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.
13. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
14. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
16. The term of this Agreement shall commence on July 1, 2007 (the "Commencement Date") and shall continue until June 30, 2008. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
17. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

18. Hauler agrees to modify the terms of this Agreement if CRRA requests modifications necessitated by CRRA's financing purposes.

19. Hauler agrees to the following: (1) Hauler agrees and warrants it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of Hauler's services in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) Hauler further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of its services; (3) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (4) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Hauler's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (5) Hauler agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (6) Hauler agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Hauler as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Hauler agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[NAME OF HAULER]

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

Its _____
Duly Authorized

By: _____

Thomas D. Kirk
Its President
Duly Authorized

TAB 14

**Resolution Regarding the Standard Form Municipal Solid Waste Delivery Agreement for
the Wallingford Project**

RESOLVED: That the President is authorized to execute agreements for the delivery of Acceptable Waste to CRRA's Wallingford Project using the standard form hauler agreement substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority
Contract Summary**

Presented to the board: March 29, 2007

Vendors: Approximately 35 commercial haulers, businesses and institutions.

Contract Type: Revenue - Standard Form Solid Waste Delivery Agreement

Facility: Wallingford Project

Revenue: FY08 approximately 163,000 tons at \$59.00/ton or approximately \$9,617,000

Term: July 1, 2007 – June 30, 2010 (coterminous with the “end” of the Wallingford Project)

Term Extensions: None

Service Fee Structure: FY08 \$59.00/ton.
FY09 and FY10 per ton Service Fees shall not exceed the Service Fees established by Wallingford Project’s Policy Board and CRRA’s Board of Directors set not less than 150 days prior to the commencement of each Fiscal Year. The Service Fee shall be set consistent with the Service Payment (uniform cost per ton) imposed on the Project’s Participating Municipalities as determined in accordance with the waste delivery agreement.

Delivery Requirement: Hauler agrees to deliver all Acceptable Waste generated within the corporate boundaries of the Wallingford Project municipalities that Hauler collects or comes into its possession.

Waste Diversion
Transportation Credit: CRRA has the right, at its sole discretion, to divert Haulers away from to the Wallingford plant to the Mid-Connecticut or Bridgeport plants. When Haulers are directed to divert waste, Hauler will receive a transportation credit of \$12.00 for each ton of waste Hauler diverts to the designated project. The credit shall be applied to the then-prevailing project Service Fee.

If Hauler fails to properly divert waste as directed by CRRA, Hauler shall be required to pay CRRA the then-prevailing tip fee for the Mid-Connecticut or Bridgeport Facility for each ton of Acceptable Waste Hauler failed to divert.

WALLINGFORD SOLID WASTE DELIVERY AGREEMENT

This WALLINGFORD SOLID WASTE DELIVERY AGREEMENT (the "Agreement") is made and entered into as of this 1st day of July, 2007, by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, Hartford, Connecticut 06103-1722 (hereinafter "CRRA") and _____, having its principal offices at _____, _____ Connecticut, _____ (hereinafter "Hauler", the term "Hauler" also includes any affiliates, subsidiaries, related entities, employees and/or agents).

Preliminary Statement

Pursuant to the terms and conditions set forth below, CRRA is willing to accept "Acceptable Solid Waste," as defined in CRRA's *Wallingford Project Permitting, Disposal and Billing Procedures* ("Procedures"), attached hereto as **Exhibit A** and made a part hereof, generated within the corporate boundaries of Cheshire, Hamden, Meriden, North Haven, or Wallingford, Connecticut (the "Listed Municipalities") and delivered by Hauler to the Wallingford resources recovery facility located at 530 South Cherry Street in Wallingford, Connecticut (the "Designated Facility").

NOW, THEREFORE, in consideration of CRRA issuing to Hauler a permit to dispose of Acceptable Solid Waste at the Designated Facility, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Hauler hereby agree as follows.

Terms and Conditions

1. All terms that are not defined in this Agreement shall have the same respective meanings assigned to such terms in the Procedures attached hereto as **Exhibit A** and made a part hereof. The Procedures are hereby made a part of this Agreement in their entirety.
2. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. At all times, Hauler shall comply with the Procedures, including any amendments thereto, that are made by CRRA from time to time.
3. Prior to delivering any Acceptable Solid Waste to the Designated Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to CRRA in all respects and in the form of a letter of credit, a surety bond or a cashier's check in an amount sufficient to cover at least three (3) months of waste disposal charges as

estimated by CRRA. At its sole discretion, CRRA shall reassess the amount of the foregoing guarantee as defined in the Procedures.

4. Hauler shall amend its letter of credit or surety bond or provide any additional cashier's checks to CRRA if requested to do so by CRRA for any additional amounts, as provided in the Procedures. Further, if Hauler submits to CRRA either a letter of credit or surety bond, Hauler shall, within sixty (60) days before the expiration of the same, renew the letter of credit or surety bond and shall promptly furnish the renewed letter of credit or surety bond to CRRA. If Hauler's letter of credit or surety bond is canceled or terminated, Hauler shall immediately submit to CRRA a new letter of credit or surety bond that complies with the requirements of this paragraph 4. If Hauler fails to comply with any of the requirements of this paragraph 4, then CRRA, at its sole discretion, may temporarily or permanently deny Hauler any further access to the Designated Facility and/or revoke its permit for the same until the requirements of this paragraph 4 are met.
5. During the term of this Agreement, Hauler shall deliver to the Designated Facility all Acceptable Solid Waste generated within the corporate boundaries of any of the Listed Municipalities that Hauler collects pursuant to this agreement or otherwise, or that comes into Hauler's possession through other means.
6. For the purposes of this Agreement, the term Fiscal Year shall mean a year commencing July 1st and terminating June 30th of the following year. Hauler shall pay to CRRA a Service Fee of fifty-nine and 00/100 (59.00) dollars for each ton of Acceptable Solid Waste generated in Fiscal Year 2008 within the corporate boundaries of any of the Listed Municipalities and delivered to the Designated Facility by Hauler pursuant to this Agreement. The Service Fee for each subsequent Fiscal Year under this Agreement shall be established by the CRRA Board of Directors not less than One Hundred Fifty (150) days prior to the commencement of each Fiscal Year. In adopting its annual budget for each Fiscal Year, CRRA shall set the Service Fee consistent with the Service Payment (uniform cost per ton) imposed on the Listed Municipalities as determined in accordance with the waste delivery agreements between CRRA and its Listed Municipalities. During the term of this Agreement, the Service Fee imposed on the Hauler for each Fiscal Year shall not exceed the Service Payment imposed on the Listed Municipalities for the same Fiscal Year.
7. Hauler acknowledges and agrees that the foregoing Service Fee may be modified by the CRRA Board of Directors from time to time.
8. In the event that Hauler fails to comply with any of its obligations under this Agreement, such failure shall constitute an event of default on the part of the Hauler hereunder and CRRA shall have the right to: 1) to suspend CRRA's performance under the Agreement; 2) to take such commercially reasonable steps as appropriate to protect CRRA's interests; and/or 3) to exercise any remedy(s) available at law or in equity to CRRA.

9. Hauler further undertakes to reimburse CRRA for damage to property of CRRA caused by Hauler or its subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Hauler's obligations under this paragraph 9 shall survive the termination or expiration of the Agreement.
10. Hauler shall pay any invoices rendered by CRRA for any charges, costs, and credits incurred in connection with this Agreement, including but not limited to disposal charges, penalties, fines, interest charges, attorneys fees and adjustments, within twenty (20) days from the date of such invoice. If Hauler fails to do so, CRRA, at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to CRRA all past due invoices including any interest thereon. In the event CRRA denies Hauler further access to the Designated Facility and/or revokes its permit in accordance with paragraph 4 and this paragraph 10, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.
11. Any Acceptable Solid Waste delivered by Hauler must comply with the requirements for Acceptable Solid Waste set forth in the Procedures. If Hauler does not comply with these requirements set forth in this paragraph 11, CRRA, at its sole discretion, may deny Hauler temporarily or permanently any further access to the Designated Facility and/or revoke its permit for the same.
12. This Agreement may not be assigned in whole or in part by the Hauler, and shall be void if so assigned, except upon express written consent of CRRA. In the event of a dissolution of or merger involving Hauler, Hauler shall promptly provide CRRA with written notice of such event, including the effective date thereof.
13. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.
15. The term of this Agreement shall commence on July 1, 2007 (the "Commencement Date") and shall continue until June 30, 2010. This Agreement shall become effective on the Commencement Date, subject to the approval of CRRA's Board of Directors.
16. This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof and supercedes any and all previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

17. Hauler agrees to modify the terms of this Agreement if CRRRA requests such reasonable modifications necessitated by CRRRA's financing purposes.
18. During the term of this Agreement, CRRRA shall have the right, exercisable at CRRRA's sole and absolute discretion and from time to time, to direct Hauler to deliver Acceptable Solid Waste from the Designated Facility to the CRRRA's "Mid-Connecticut Facility" located at 300 Maxim Road, Hartford, Connecticut, or CRRRA's "Bridgeport Facility" located at 6 Howard Avenue, Bridgeport, Connecticut. Upon CRRRA exercising its foregoing diversion right and notifying Hauler of such action, Hauler shall deliver Acceptable Solid Waste to the Mid-Connecticut Facility or the Bridgeport Facility in accordance with the terms and conditions of this Agreement. For any foregoing diverted Acceptable Solid Waste, Hauler shall receive a transportation credit from CRRRA of Twelve and NO/100 (\$12.00) Dollars for each ton of Acceptable Solid Waste required by CRRRA to be diverted and delivered to and accepted at the Mid-Connecticut Facility or at the Bridgeport Facility. The foregoing transportation credit shall be applied to the prevailing Service Fees owed by Hauler pursuant to Paragraph 6 of this Agreement. If Hauler fails to properly divert Acceptable Solid Waste from the Designated Facility as directed by CRRRA in accordance with this paragraph, Hauler shall be required to pay CRRRA the then-prevailing tip fee of the Mid-Connecticut Facility or the Bridgeport Facility for each ton of Acceptable Solid Waste that was not properly diverted in accordance with the provisions of this paragraph.
19. Hauler agrees to the following: (1) Hauler agrees and warrants it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of Hauler's services in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) Hauler further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Hauler that such disability prevents performance of its services; (3) Hauler agrees, in all solicitations or advertisements for employees placed by or on behalf of Hauler, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (4) Hauler agrees to provide each labor union or representative of workers with which Hauler has a collective bargaining agreement or other contract or understanding and each vendor with which Hauler has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Hauler's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes and to post copies of the notice in conspicuous places available to employees and applicants for employment; (5) Hauler agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of

the Connecticut General Statutes and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the Connecticut General Statutes; and (6) Hauler agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Hauler as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. If this Agreement is a public works contract, Hauler agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

[HAULER NAME]

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By: _____

By: _____

Its _____
Duly Authorized

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

Wallingford Project Permitting, Disposal And Billing Procedures

DRAFT

TAB 15

RESOLUTION REGARDING RATIFICATION OF EMERGENCY PROCUREMENT CONTRACTS

RESOLVED: That the Authority Board of Directors ratifies the Emergency purchases as substantially presented and discussed at this meeting.

Emergency Procurement Contracts

February 29, 2007

The following written evidence is being provided to the Board for ratification pursuant to Section 5.10 of the CRRA Procurement Policy.

5.10 Emergency Procurements

In the event of an Emergency Situation as defined herein, the procedures for pre-approval of Contracts in these Policies And Procedures by the Board do not apply. When the President, Chairman, or their designee determines that an Emergency Situation has occurred, the President, Chairman, or their designee is authorized to enter into a Contract under either a competitive or sole source basis, in such amount and of such duration as the President, Chairman, or their designee determines shall be necessary to eliminate the Emergency Situation. Such Emergency Situation contract(s) for cost of the goods or services in excess of \$10,000, with written evidence of said Emergency Situation, shall be presented to the Board for ratification as soon as practicable following the execution of the Contract. The Board shall ratify such emergency Contract unless it is determined that under no circumstances would a reasonable person believe that an Emergency Situation existed.

Emergency Procurements

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Vendor</u>
3/1/07	FY07 – Emergency Purchase Of a New Spare Walker Magnetics 48” Electro-Magnetic Drum	\$78,000.00	Walker Magnetics
3/14/07	FY07 – Fair Market Valuation Services for the Mid-CT Project	\$20,000.00	George E. Sansoucy, PE, LLC

Memorandum

To: Tom Kirk, CRRA President
CC: Floyd Gent, Director of Operations
From: Rich Quelle, Senior Engineer
Date: 3/1/2007
Re: Waste Processing Facility (WPF) - Emergency Purchase of a new spare Walker Magnetics 48" Electro-Magnetic Drum.

This is to inform you of an emergency purchase of a spare 48" electro-magnetic drum for the processing lines at the WPF.

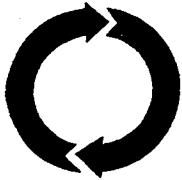
This purchase is crucial to the safety of the workers and processing equipment at the WPF. If one of the two operating 48" electro-magnetic drums fails the project would not have a spare unit to install to maintain ferrous recovery operations in one of the processing lines. Employee and equipment safety would become a major concern due to the possibility that a small propane bottle or large piece of steel could now get through into the secondary shredders causing major equipment failures or an explosion. In December 2006, two of the process electro-magnetic drums were not operating effectively and a small propane bottle made it to a secondary shredder resulting in an explosion that destroyed the outlet conveyor of the shredder and would have seriously injured or killed any personnel that would have been within thirty feet of the detonation.

We mobilized Walker Magnetics on an emergency basis to assist CRRA in implementing these replacement. This vendor is the original equipment manufacturer (OEM) for the existing 48" electro-magnetic drum and has previously provided services satisfactorily to CRRA. The emergency was considered critical to operations of the WPF. The cost of these repairs is \$78,000.00.

I would be able to discuss this with you at your convenience.



Thomas D. Kirk
President, Duly Authorized




CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

100 Constitution Plaza • Hartford • Connecticut • 06103 • Telephone (860)757-7700
Fax (860)757-7742

MEMORANDUM

TO: Tom Kirk

FROM: Floyd Gent 

DATE: March 14, 2007

RE: Fair Market Valuation Services

On the advice of legal counsel, we have been requested to perform an independent fair market valuation of the Mid-Connecticut Project on an expedited basis. None of the consultants under the existing 3 year agreements with CRRA have the specialized capability to perform this service. Therefore, CRRA would need to retain the services of a qualified appraiser to perform the fair market valuation. Since time is of the essence, I recommend that CRRA retain the services of George E. Sansoucy, PE, LLC ("GES") to perform the valuation, as further described in GES's proposal dated March 7, 2007. The proposed services will be performed by GES on a time and material basis at an estimated price of \$20,000. GES has recently completed a fair market valuation of a waste-to-energy project and therefore is uniquely qualified to perform the fair market valuation of the Mid-Connecticut project on an expedited basis. As the procurement of these services qualifies as an Emergency Situation, please acknowledge your approval to procure such services from GEC.

Approved By



Tom Kirk, President



George E. Sansoucy, PE, LLC
Engineers & Appraisers

March 7, 2007

Floyd M. Gent, Operations Director
Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103-7722

RECEIVED
MAR 07 2007
CRRA
OPERATIONS

RE: Proposal to Provide Valuation and Consulting Services Relating to the Mid-Connecticut Project

Dear Floyd:

Thank you for this opportunity to offer you and the Connecticut Resources Recovery Authority (CRRA) a proposal to provide valuation and consulting services relating to the Mid-Connecticut Project (Project). The proposed services will include an appraisal report for the Project along with additional consulting services, should these be needed by the CRRA.

General Scope of Service

The proposed services will be performed by, or at the direction of, Glenn C. Walker, a certified general appraiser in the State of Connecticut and George E. Sansoucy, P.E. and include two phases that are outlined as follows:

Phase One

Phase One will be the preparation of an appraisal for CRRA which will include the backup documentation and analyses relied upon in the appraisal process. The estimated price for Phase One, including all out-of-pocket-expenses, is Twenty Thousand Dollars (\$20,000).

Phase Two

In addition to the valuation services identified in Phase One, it is likely that you and/or CRRA will require consultation or testimony on various matters that arise after the appraisals are complete, which our firm would provide upon request. These additional consultations and services would be provided verbally, in report format, or as part of a presentation and billed pursuant to the attached rate sheet.

George E. Sansoucy, PE, LLC

32 Nimble Hill Rd., Newington, NH 03801 Tel 603.431.7636 Fax 603.431.7115 mail@sansoucy.com
279 Main Street, Lancaster, NH 03584 Tel 603.788.4000 Fax 603.788.2798 sansoucy@verizon.net

Remittance Address 89 Reed Rd., Lancaster, NH 03584

Floyd M. Gent, Operations Director

Page 2

March 7, 2007

Schedule and Price

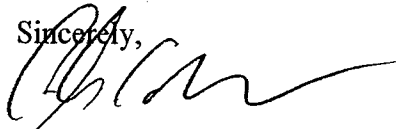
The schedule for completion of Phase One will be no later than March 23, 2007.

The fees will be on a time and material basis pursuant to the attached rate sheet, billed on a monthly basis.

We hope this proposal meets with your approval and we look forward to working with you and CRRA. If this agreement is acceptable, please sign one copy and return it to my attention.

If you have any questions, please do not hesitate to contact me.

Sincerely,

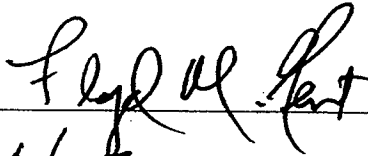


Glenn C. Walker

gcw/dal

attachment

Accepted by: _____



Date: _____

3/14/07



George E. Sansoucy, PE, LLC
Engineers & Appraisers

2007

ENGINEERING AND APPRAISAL RATE SCHEDULE*

Principal engineers and senior appraisers, including court testimony and deposition attendance.....	\$215.00/hour
Research engineers, associates, appraisers	\$160.00/hour
Technical personnel	\$120.00/hour
Data research and management personnel.....	\$90.00/hour
Clerical personnel	\$50.00/hour

*All rates are portal to portal from Lancaster N.H. or Newington N.H.
Rates include incidental expenses, such as: in-house copies, meals, mileage, office supplies,
postage, parking, telecommunications charges, and tolls.....
Job-specific expenses are billed at cost, including but not limited to: transportation (air fare,
car rental, taxi), lodging, document printing and reproduction, and research materials (such as
publications and subscriptions).

George E. Sansoucy, PE, LLC

32 Nimble Hill Rd., Newington, NH 03801 Tel 603.431.7636 Fax 603.431.7115 mail@sansoucy.com
279 Main Street, Lancaster, NH 03584 Tel 603.788.4000 Fax 603.788.2798 sansoucy@verizon.net

Remittance Address 89 Reed Rd., Lancaster, NH 03584

TAB 16

RESOLUTION REGARDING ENVIRONMENTAL EQUITY STATEMENT

RESOLVED: That the Board hereby adopts the Environmental Equity Statement substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority
Environmental Equity Statement**

March 29, 2007

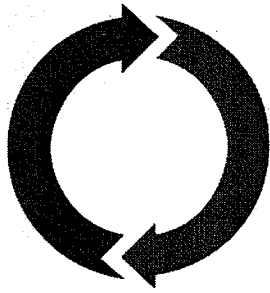
Executive Summary

This is to request that the CRRA Board of Directors adopt a statement of guiding principles with regard to matters of environmental equity.

Discussion

CRRA is committed to serving all the people of Connecticut, but recognizes it has a special obligation to those communities in which its facilities are located. Since being reconstituted in 2002, the new CRRA has worked to develop stronger ties with its host communities, many of which have diverse populations. These efforts were crystallized in the agreements reached between CRRA and the City of Hartford related to closure of the Hartford landfill, in which CRRA agreed to provide funding and technical assistance to help the city increase its recycling rates and reduce air pollution, and in applications for modifications to its permits for the landfill and recycling center, which included significant community outreach efforts.

The Environmental Equity Statement codifies the principles which guided CRRA through these processes. The Statement reflects similar policies promulgated at the federal and state levels and reinforces CRRA's commitment to openness, transparency, accountability and serving the best interests of its host communities and member towns.



CONNECTICUT RESOURCES RECOVERY AUTHORITY

ENVIRONMENTAL EQUITY STATEMENT

The Connecticut Resources Recovery Authority was created in 1973 to serve all Connecticut citizens by providing environmentally safe methods for disposing of trash. The CRRA Board of Directors, reconstituted in 2002, agreed that CRRA would conduct its activities with the utmost openness, transparency and accountability, and these values were reflected in the Board's Mission Statement. Thus, CRRA declares this its Environmental Equity Statement:

CRRA will perform its mission of service to the people, towns and businesses of Connecticut while insuring that all people are treated fairly under environmental laws regardless of race, ethnicity, culture or economic status or location. CRRA believes that no municipality or segment of the population should, bear a disproportionate share of CRRA facilities, impacts or consequences of CRRA public service activities or be denied equal access to environmental benefits because of its economic or ethnic makeup. CRRA will endeavor to make all decisions in the best interests of all of Connecticut's citizens and stakeholders. Further, CRRA will work to limit and reduce the number of CRRA facilities concentrated in any one community. CRRA will strive to insure the burden of location of CRRA facilities is fairly shared and to minimize any impacts that may be caused by the presence of CRRA facilities.

CRRA provides services that protect the public from production and unsafe disposal of toxic and/or hazardous substances that threaten our air, land, water and food. Since its creation, CRRA has enabled the state to close dozens of town dumps and replace them with a network of modern, engineered trash-to-energy facilities, which safely turn waste into electricity and whose state-of-the-art emissions controls keep pollutants out of our air.

CRRA recognizes its obligations to all its constituencies:

- The cities and towns CRRA serves expect the best possible service at the lowest possible cost, minimizing the burden on their taxpayers.
- The people of Connecticut need the vital public health services of trash disposal, including recycling.
- The communities and neighborhoods that host CRRA facilities must not be unfairly or unavoidably impacted by CRRA's operations.

CRRA will meet these obligations, whenever possible, with these actions:

- Taking all reasonable steps to ensure the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with

respect to the development and implementation of its services and facilities. In particular, whenever it is appropriate CRRA will hold public participation meetings to solicit input from minority and low-income communities.

- Working to ensure that its public documents, notices and hearings relating to human health or the environment are concise, understandable and readily accessible to the public.
- Striving to ensure that all its facilities take all required and prudent steps to protect the environment and public health.
- Recognizing that governments are the duly elected representatives of citizens in their communities and working cooperatively with the governments of communities that host CRRA facilities.

ORIGINAL

Prepared by: Paul Nonnenmacher
Director of Public Affairs

Approved by: Board of Directors

Effective Date: Month day, year

TAB 17

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONNECTICUT
RESOURCES RECOVERY AUTHORITY TO AUTHORIZE A SETTLEMENT IN
THE MATTER OF
*Edward Patt v. Metropolitan District, et al.***

RESOLVED: That the Board of Directors of the Authority hereby approves the settlement of the matter of *Edward Patt v. Metropolitan District, et al.*, substantially in the form presented and discussed during this meeting; and

FURTHER RESOLVED: That the President of the Authority is hereby authorized to execute a Settlement Agreement and Release, substantially in the form presented and discussed during this meeting, and to take all actions and to execute any and all other documents required in connection with the proposed settlement of this matter.

TAB 18

BOARD RESOLUTION REGARDING ADDITIONAL PROJECTED LEGAL EXPENDITURES

WHEREAS, CRRA has entered into Legal Service Agreements with various law firms to perform legal services; and

WHEREAS, the Board of Directors has previously authorized certain amounts for payment of fiscal year 2007 projected legal fees; and

WHEREAS, CRRA has incurred greater than anticipated legal expenses in connection with matters related to the Bridgeport Project contract renewal efforts;

NOW THEREFORE, it is RESOLVED: That the following additional amount be authorized for payment of legal fees and costs to be incurred through June 30, 2007:

<u>Firm:</u>	<u>Amount:</u>
Halloran Sage	\$250,000

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Request regarding Authorization for Payment of Projected Additional Legal Expenses

March 29, 2007

Executive Summary

This is to request Board authorization for payment of additional projected fiscal '07 legal expenses.

Discussion:

We are seeking Board approval to incur and pay for additional services from our general counsel.

Additional Halloran & Sage expenses result exclusively from extensive involvement by counsel in CRRA's future planning efforts with regard to the Bridgeport Project, primarily representation of CRRA in its response to Wheelabrator's demand for arbitration.

Please note that the additional costs for Bridgeport future planning efforts referenced herein are solely for the arbitration effort. (These costs were discussed with SWAB at its March meeting.) If CRRA prevails in the arbitration, further costs for contract renewal negotiations with Wheelabrator, UI, Bridgeport, and the municipalities would follow. Also note that the costs of the arbitration include arbitrator fees, consultant fees, research and copying expenses, and witness costs and expenses.

Impact

CRRA's Controller has confirmed that the funds are available from project operating accounts or from surplus.