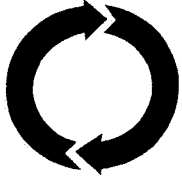


**CRRA  
BOARD MEETING**

**JUNE 28, 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:** June 22, 2007

**RE:** Notice of Meeting

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There will be a regular meeting of the Connecticut Resources Recovery Authority Board of Directors held on Thursday, June 28, 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

June 28, 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 March 1, 2007 Special Board Meeting Minutes (Attachment 1).
2. Board Action will be sought for the approval of the May 31, 2007 Regular Board Meeting Minutes (Attachment 2).

IV. Finance

1. Finance Committee Update
2. Discussion regarding Fiscal Year 2008 Mid-Connecticut Project Budget

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

- A. Chairman's Report
- B. President's Report
- C. Organizational Synergy & Human Resources Committee
- D. Policies & Procurement Committee

1. Board Action will be sought regarding Environmental Equity Statement (Attachment 3)
2. Board Action will be sought regarding Adopting a Policy and Procedures for the Use of Meeting Rooms at the Trash Museum and the Garbage Museum (Attachment 4).
3. Board Action will be sought regarding Expenditures for Odor Monitoring Services at the Mid-Connecticut Waste Processing Facility & Hartford Landfill (Attachment 5).

4. Board Action will be sought regarding First Amendment to the Agreement for Metals Recovery and Marketing Services with wTe Recycling, Inc. (Attachment 6).
5. Board Action will be sought authorizing Retention of a Host Community Liaison (Attachment 7).
6. Board Action will be sought regarding the Installation of a Landfill Cap over a Portion of the Phase 1 Ash Area (Attachment 8).
7. Board Action will be sought regarding the Mid-Connecticut Project Transfer Station Host Community Agreement (Attachment 9).

VI. 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 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 CRRRA 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.

<b>WASTE STREAM</b>	<b>PER TON TIP FEES</b>
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.

Director Savitsky asked for an explanation of the difference between the proposed budget that was recommended by the Finance Committee and included in a previous Board package and the proposed budget being presented today. Director Francis responded that the recommendation from the Finance Committee was a \$66.00 per ton tip fee. Chairman Pace asked why the proposed tip fee is now \$71.00. Director O'Brien read the following statement, "The Court has issued an attachment of CRRA's assets in the litigation *New Hartford v. CRRA*. The plaintiffs' Application for Prejudgment Remedy is granted. An attachment in the amount of \$69.8 million may enter. CRRA's motion for distribution of funds is denied." Director O'Brien noted that the motion denied also included the defeasance of the outstanding Mid-Connecticut bonds and said that the debt payment now appears in the budget, where it was not included in the recommendation to the Finance Committee. Director O'Brien noted that the Prejudgment Remedy ("PJR") directly affects funds that were in the previously recommended budget to handle maintenance of the Energy Generating Facility ("EGF"). Director O'Brien said that is all we are permitted to say. Chairman Pace pointed out that there is a \$5.00 per ton difference.

Director Martland asked what that \$5.00 increase would translate into for cities such as Waterbury. Mr. Kirk responded that the increase would cost Waterbury approximately \$360,000 for all municipal and commercial waste. Mr. Kirk noted that \$5.00 makes a significant impact on taxpayers. Director Jarjura pointed out that the current tip fee is \$69.00 so a \$71.00 tip fee is actually a \$2.00 increase. Mr. Kirk agreed and said it is beneficial that this is occurring at a time when CRRA had the ability to lower the tip fee so the net increase is \$2.00. Mr. Kirk said that it is unfortunate because CRRA had the capability, absent of the attachment, to lower the tip fee to \$66.00.

Chairman Pace asked for a review other items in the budget that should be discussed. Mr. Gent explained that, as discussed in the Finance Committee meeting, management is recommending setting aside \$10.00 per ton in the budget as a revenue sharing mechanism to provide the towns. Mr. Gent said that, currently, CRRA uses net revenues from recyclable deliveries to reduce tip fees. Mr. Gent explained that with the new contract with FCR, CRRA is not subject to the volatility of the marketplace and that provides CRRA with the ability to provide the towns with a credit of \$10.00 per ton. Mr. Gent reported that CRRA believes this will increase the towns' participation knowing that delivering more recyclables will create more revenues and to reduce leakage of recyclable outside the system since there are private sectors that are paying for recyclables. Mr. Gent stated that CRRA is acknowledging the realities of the marketplace and wants to encourage additional recycling.

Director O'Brien asked for an explanation of why it is critical, from both an engineering and a contractual standpoint, for CRRA to conduct the planned maintenance for the EGF in FY08. Mr. Gent responded that CRRA follows good industry practices in the operation and maintenance of all of its facilities. CRRA also requires contractors that provide services to CRRA to follow best practices. Mr. Gent explained that, in the contracts related to the EGF where CRRA sells the output, CRRA has committed to run the units using good industry practices and to follow ISO New England NEPOOL standards. CRRA has five contracts that are funded through the EGF Operating Account and the EGF Operating Reserve, three of which are revenue contracts. If CRRA fails to maintain the facility using good industry practices, CRRA will be in breach of its contractual obligations. Mr. Gent added that the contracts related to the EGF where CRRA procures services are structured in a way that that allows reimbursable



expenses to do major maintenance and if CRRA fails to pay a bill, the contractor can assess late charges and has the ability to terminate the agreement and seek damages.

Chairman Pace asked for confirmation that CRRA is currently maintaining the facilities to meet those standards. Mr. Gent confirmed. Chairman Pace asked if the fiscal year 2008 budget created a concern with respect to this and stated that, operationally, CRRA would continue to meet its obligations. Mr. Gent said that CRRA would continue as long as there are funds available to do the work that is planned. Chairman Pace stated that CRRA has an engineering report from R.W. Beck that validates the work that is needed and contracts that mandate the maintenance of the facility so CRRA will continue to operate to meet those standards. Chairman Pace stated that something is attempting to prevent CRRA from meeting its obligations. Director O'Brien said that is correct and said that this budget provides for that, which accounts for a substantial part of the increase. Chairman Pace stated that CRRA is committed to the proper maintenance of its facilities and to fulfilling its contractual obligations.

Director Laretti asked what the potential loss of revenue would be if CRRA were to breach its contracts for output sales. Mr. Constable responded that the total revenues from the sales contracts are approximately \$20 million. Director Martland asked what that would translate into in relation to the tip fee. Director O'Brien responded that \$20 millions equates to approximately \$21.00 per ton. Chairman Pace reiterated that CRRA would continue to follow best practices and meet its contractual obligations. Understanding that CRRA will not breach its contracts, Director O'Brien pointed out that if the facility were poorly maintained, it could also have an impact on CRRA's ability to secure favorable contracts in the future.

Mr. Bolduc noted that another significant item in the budget is management's recommendation for the establishment of an ash disposal reserve. Mr. Bolduc explained that this reserve is in response to the anticipated closing of the Hartford Landfill, and CRRA will be following the Board's direction in not only mitigating the current year's tip fee, but also maintaining stable tip fees in future years. Mr. Bolduc pointed out that the decision to close the Hartford Landfill will have a significant impact until an alternative disposal site is available, because the ash will be transported and disposed of out-of-state.

Director Jarjura stated that he would vote in favor of the recommended \$71.00 tip fee, but said that he would be remiss if he did not express his frustration and anger. Director Jarjura said that he was appointed to the Board by the legislature of the State of Connecticut, and under the laws of the State of Connecticut he has responsibilities. Director Jarjura stated that he takes his appointment and responsibilities on this Board very seriously.

Continuing, Director Jarjura explained that the Board was originally presented with a recommendation from the Finance Committee for a \$66.00 per ton tip fee, and concurrently, the Board had decided upon a lump sum payment back to the municipalities. Director Jarjura pointed out that this is a time when the constituents he represents as the Mayor of a city are facing 40% increases in electric rates and higher gasoline bills and said that it would have been very nice to give the taxpayers some type of relief, which this Board was prepared to do.

Director Jarjura said that he understands that the judicial branch of government has issued a PJR (Prejudgment Remedy), which has prevented CRRA from doing the things it was prepared to do. Director Jarjura stated that he thinks it is a shame that the taxpayers of the State of Connecticut, and in his case, the taxpayers of Waterbury, who are very beleaguered, will now

not only have to shoulder an increase in tip fee, but the proposed lump sum payment which could have mitigated the budget in the City of Waterbury will not be forthcoming in this fiscal year, and maybe not even the next fiscal year. Director Jarjura said that is the taxpayers' money and it should be paid back to them. Director Jarjura said that he wanted to express this and said that he can say whatever he wants because this is America. Director Jarjura stated that if anyone wants to hold him responsible, he is prepared to be held responsible. Director Jarjura explained that he thinks it is a real shame that the Board cannot do what the legislature appointed them to do at this particular time in their tenure.

Director Martland said that it is his understanding that the funds attached as part of the PJR cannot be invested at the rate that CRRA is entitled to as a quasi-public agency. Mr. Bolduc stated that the funds are being held in an escrow account with Pepe & Hazard and cannot be invested in a STIF (Short-Term Investment Fund) Account. Director Martland stated that CRRA is losing money every month as a result of the PJR. Mr. Bolduc explained that Pepe & Hazard has a Columbia Management Money Market reserve (AAA Rated) at about 50 basis points less than the STIF account, which Pepe & Hazard has recommended the funds be held in, but they have not been moved to date. At that rate, the differential would cost CRRA approximately \$48,000 per month. Mr. Bolduc noted that neither account is guaranteed by the FDIC, but there is a certain level of comfort with the State of Connecticut-backed bond.

Chairman Pace informed the Board that he has requested a complete accounting of all of the costs and losses associated with current events. Chairman Pace stated that there is a gag order that he intends to respect and that the Board has respected, even though he believes it hinders the operation of the business and the transparency to the public.

Director Francis pointed out that the contribution to the Hartford Landfill Closure Reserve increased since the Finance Committee met and asked how much would be needed for closure and post-closure. Mr. Bolduc responded that the contribution went from \$1.5 million to \$11 million and said that the total cost of closure and post-closure is approximately \$35 million, which CRRA has agreed to take responsibility for. Mr. Bolduc stated that is significantly more than the original projection. As a result, CRRA now needs to have \$23 million available for the closure of the landfill by December 31, 2008 and \$12 million for post-closure. Mr. Bolduc noted that CRRA is trying to get the State Bond Commission to approve \$15 million for the closure, but considering CRRA's experience with the Shelton Landfill, CRRA has to be conservative.

Director Francis asked how much is presently in the Landfill Closure Reserve. Mr. Bolduc responded that there is approximately \$11 million in the reserve. Director Francis asked if there would be a five-year payout for the actual closure. Mr. Constable responded that the closure will commence in FY08 and will be complete in approximately four years. Mr. Bolduc added that there are issues related to pending litigation that are considered in the reserve contribution as well. Director Francis said that while he understands the existing constraints that CRRA is operating under, he thinks there is still potential that the State Bond Commission will help, and noted that there is a significant projected surplus for FY07. Director Francis said that he would feel comfortable reducing the contribution to the Landfill Closure Reserve by approximately \$1.8 million so the tip fee can be maintained at \$69.00.

Mr. Constable noted that the FY07 surplus cannot be used in FY08. Director Francis said that it can be used in FY09, just when the transportation costs are expected to increase.

Director Francis made a motion to amend the budget 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.

Director Lauretti said that he thinks it is important to discuss the methodology that has been used over the years to establish the reserves for the closure of the landfills. Director Lauretti stated that funding of the reserve for the Shelton Landfill was delayed and now the elected officials of the Bridgeport Project towns have had to send letters to the Governor and the leadership at the legislature requesting that the issue be placed on the bond agenda, which has still not happened. Director Lauretti said that he does not know the likelihood that the situation will be any different for the Hartford Landfill. Director Lauretti stated that he thinks the Board should be consistent in their approach with regard to how the reserves are established, to what level they are funded, and when they are funded prior to their use.

Mr. Bolduc said that CRRA has been very consistent in its methodology for both the closure costs and the post-closure costs. Mr. Bolduc said that the agreement with the City of Hartford is what prompted this change and the cash flow requirements have to be modified to reflect that change. Mr. Bolduc explained that CRRA is being very fiscally conservative, but it has to account for the difference between the original \$12 million projection and the \$35 million agreement. Mr. Bolduc said that the risk in delaying the funding of the reserve is the possibility that funds will not be available when they are needed. CRRA could end up in the same situation as it is in with the Shelton Landfill.

Director Lauretti asked if funding the reserve were deferred, what other expenses would be incurred in the years the funding is deferred to. Director Lauretti said that this expense cannot be isolated, but CRRA has to look at the big picture and all of the expenses associated with the Project. Mr. Bolduc said that the issue arises in future years, because every time the tip fee is reduced, it compounds itself. Without knowledge of what market rates will be, that becomes a key question because so much tonnage depends on market. Mr. Bolduc said there would be the possibility the Project could end up like the Bridgeport Project with separate tip fees for the towns and the haulers.

Director Lauretti pointed out that the Bridgeport Project tip fee increased by \$6.00 per ton this year because it has not received the \$3 million from the State Bond Commission so Bridgeport Project is paying the price for the delay.

Director Jarjura said that his concern is that, since CRRA has committed to pay the \$35 million for closure and post-closure of the landfill, fully funding this reserve might send the message to the Bond Commission that CRRA will take care of the problem and, therefore, does not need that assistance.

Mr. Kirk explained that management, while recognizing how it will impact the towns, is recommending the \$71.00 tip fee for a couple of reasons. The Board has always prided itself on maintaining prudent, reasonable business practices, which is exactly what this budget is. The \$70 million attachment is real and has a real impact on the tip fee. A \$69.00 tip fee hides the reality that there is \$70 million no longer available to CRRA. Mr. Kirk stated that CRRA is appealing the PJR and if CRRA is successful, it has the ability to lower the tip at any time. If the tip fee is set at \$71.00 and the towns are allowed to practice good fiscal management by setting their general funds at a \$71.00 tip fee, it can be lowered if CRRA's appeal is successful.

Director O'Brien said that the budget has to be based on the information on costs and revenues that is currently available, not what might happen next month or next year. Director O'Brien stated that CRRA also has to consider how the tip fee can affect the future because maintaining a stable tip fee is essential for the economic benefit of the towns and to make sure CRRA can maintain waste flow into the system.

Director Karanian said that, unfortunately, CRRA is going to be sending mixed and confusing price signals to the customers because of the events of the pending proceeding. They may have been expecting the tip fee to decrease and now it is increasing. Director Karanian asked what CRRA can do to communicate properly with the customers so they understand what is going on. Chairman Pace responded that CRRA is required to send the towns a notice of the adopted tip fee and that is all CRRA is able to do.

Director Savitsky asked Director Francis to further explain his rationale for proposing to reduce the tip fee. Director Francis responded that CRRA is committed to fulfilling its end of the agreement with regard to the landfill closure and needs \$23 million dollars in the Landfill Closure Reserve to do that. Director Francis said that the recommended \$11.5 million contribution would bring the reserve balance to the required \$23 million, but there is four-year payout schedule so the full \$23 million is not needed in FY08. Director Francis added that the original budget that was presented to the Finance Committee recommended a contribution of \$8.235 million, but that amount has been increased to \$11.5 since that meeting. Director Francis said that he does not know all of the reasons for the increase, but said that he does know that \$8.235 was fine at the time of the Finance Committee meeting.

Director Francis pointed out that CRRA assumed that the landfill would be closed and there would be higher transportation costs in the FY07 budget, but that did not happen. Therefore, there could be a surplus of approximately \$10 million for FY07. One of the ways CRRA could use that surplus is funding reserves, rather than operating expenses. Director Francis said that CRRA also has another year to work on obtaining the funds from the State Bond Commission, which gives CRRA a little more flexibility and relieves the member towns a bit.

Director O'Brien stated that the Court has issued an attachment of \$70 million in assets and said that as a direct result of that, contributions to the Landfill Closure Reserve had to be increased, for reasons that cannot be discussed.

Chairman Pace said that, from a business perspective and keeping in mind the responsibility to the towns, he is leaning toward Director Francis's recommendation to modify the contribution to the reserve to keep the tip fee level. Chairman Pace stated that the recommendation is a moderate compromise between the impact to the town, CRRA's budget and the viability of the organization.

Mr. Gent stated that when CRRA decided to change from one-year to three-year contracts with the haulers, the biggest obstacle was getting the haulers to agree to a contract when they didn't know the price of the second and third year in the term. To address this concern, CRRA assured the haulers that tip fees would be stable and gave them an option to terminate the contracts if the tip fee increased by more than 3% per year. Mr. Gent explained that new hauler agreements will be coming before the Board soon and to get the haulers to agree to a contract

without a firm second and third year price, CRRA will have to offer them some sort of termination option in case the tip fee increases significantly. So by offering the first year at a lower starting point, the second and third years have to be lower as well. Chairman Pace stated that the haulers have seen the turnaround since Enron and added that he thinks CRRA will be able to provide the haulers with adequate comfort that tip fees will remain stable.

Director Savitsky asked what kind of impact the \$69.00 tip fee would have overall if it were approved. Mr. Bolduc stated that CRRA is dealing with a difficult decision and a private industry comparison would be deciding between worrying about quarterly earnings and having a strong balance sheet. Mr. Bolduc stated that there is a public expectation and the reality is that he does not like to rely on factors outside of his control, such as the bonding for the landfill closure. Until the money is in the bank, he does not feel comfortable. Mr. Bolduc said that he agrees with Mr. Kirk that the tip fee can always be reduced later when the funding is certain. Mr. Bolduc, noting that CRRA is prohibited by statute from raising the tip fee mid-year, stated that his issue is that if CRRA does not have the funds when they are needed, another source for those expenses will then have to be found. Mr. Bolduc recognized that he is not a public official and does not have to deal with the same issues as the towns, but as the Chief Financial Officer of this organization, he prefers to be more conservative.

Director O'Brien asked if CRRA would have the means to accomplish the essential maintenance of the EGF if this motion passes. Mr. Bolduc responded that CRRA would be talking to the Court about that issue, but said that it is in everyone's interest to keep the EGF in good repair and there are other options available. Mr. Bolduc said that management has taken every step to try to ensure that necessary maintenance can be completed.

Director Lauretti stated, as a voice of experience from the Bridgeport Project, that there are many variables to consider in this decision and said that he would not be supporting the amendment. Director Lauretti said that the bonding money for closure of the Shelton Landfill has not been received, the reserves are not properly funded, and the Project saw a \$6.00 tip fee increase as a result.

Director Karanian stated that her issue with the reduction is that it does not have the support of either the President or the CFO. Chairman Pace said that the CFO is the conservative voice in the organization, the President is the visionary, but the Board is the policy setters. Chairman Pace said he views this as following a consistent policy decision to have reserves adequately funded by the time they are needed.

The motion to amend 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		
<b>Non Eligible Voters</b>			
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		

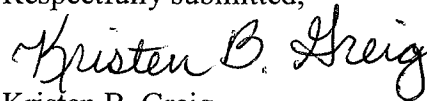
James Francis	X		
Michael Jarjura	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
NONE			

**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  
Secretary to the Board/Paralegal

**TAB 2**



**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**FOUR HUNDRED AND TWENTY-THIRD MEETING**

**MAY 31, 2007**

A Regular meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Thursday, May 31, 2007 at 100 Constitution Plaza, Hartford, Connecticut. Those present were:

Chairman Michael Pace

Directors: Mark Cooper (Present until 12:18 p.m.)  
James Francis (Present until 11:50 p.m.)  
Michael Jarjura (Present beginning at 11:10 a.m. until 12:45 p.m.)  
Edna Karanian  
Mark Lauretti  
Theodore Martland  
James Miron (Present by telephone beginning at 9:50 a.m.)  
Raymond O'Brien (Present by telephone)  
Linda Savitsky (Present beginning at 9:50 a.m.)  
Timothy Griswold  
Stephen Edwards, Bridgeport Ad-Hoc (present until 11:50 a.m.)

Present from the CRRA staff:

Tom Kirk, President  
Jim Bolduc, Chief Financial Officer (Present by telephone)  
Michael Bzdyra, Government Relations Liaison  
Robert Constable, Controller  
Peter Egan, Director of Environmental Affairs  
Floyd Gent, Director of Operations  
Laurie Hunt, Director of Legal Services  
Lynn Martin, Risk Manager  
Paul Nonnenmacher, Director of Public Affairs  
Virginia Raymond, Senior Analyst  
Michael Tracey, Operations Manager, Construction Management  
Donna Tracy, Executive Assistant  
Kristen Greig, Secretary to the Board/Paralegal

Also present were: Richard Goldstein, Esq. of Pepe & Hazard, Susan Hemenway of BRRFOC, Lloyd Hubbs of Greenwich, John Pizzimenti of USA Hauling & Recycling, and Jerry Tyminski of SCRRA.

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 APRIL 11, 2007 SPECIAL BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the April 11, 2007 Special Board Meeting. Director Martland made a motion to approve the minutes, which was seconded by Director Karanian. Director O'Brien noted that the quorum at this meeting was lost because there was no further business to discuss. The minutes were approved as presented by roll call. Directors Cooper and Francis abstained.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper			X
James Francis			X
Edna Karanian	X		
Mark Laretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**APPROVAL OF THE MINUTES OF THE MARCH 29, 2007 REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the minutes of the March 29, 2007 Regular Board Meeting. Director Martland made a motion to approve the minutes, which was seconded by Director Karanian. Director O'Brien noted that one section of the minutes would be clarified in a subsequent vote. The minutes were approved by roll call. Director Griswold abstained.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**CLARIFICATION OF THE MINUTES OF THE MARCH 29, 2007 REGULAR BOARD MEETING**

Chairman Pace requested a motion to approve the clarification of the minutes of the March 29, 2007 Regular Board Meeting as presented in Tab 3 of the Board package. Director Martland made a motion to approve the minutes, which was seconded by Director Karanian.

The minutes as clarified were approved unanimously by roll call.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**FINANCE COMMITTEE UPDATE**

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

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

**RESOLVED:** That CRRA purchase Workers Compensation/Employers Liability insurance with a statutory limit and \$1,000,000 limit for Employers Liability, for a premium of \$55,565 from Connecticut Interlocal Risk Management Agency (CIRMA) for the term 4/1/07 – 4/1/08, as discussed at this meeting.

The motion was seconded by Director Francis.

Director Francis stated that the coverage limits are the same as last year with a premium that is 12% less than last year's premium. Director Francis noted that the premium is under budget. Mr. Griswold asked how many employees are covered under the policy. Ms. Martin responded that all CRRA employees are covered, including both office and enforcement personnel.

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		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING SECOND AMENDMENT TO THE TOWN OF SOUTHBURY'S MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT**

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

**RESOLVED:** The President is authorized to execute the Second Amendment to the Town of Southbury's Solid Waste Management Services Agreement substantially as presented and discussed at this meeting.

The motion was seconded by Director Cooper.

Mr. Kirk stated that this amendment would allow Southbury to assist CRRA by bringing their waste directly to the Mid-Connecticut WPF and bypassing the Watertown Transfer Station.

Director Cooper agreed that this amendment would benefit the Town of Southbury as well as CRRA. Director Martland stated that perhaps other towns would benefit from a similar arrangement.

Director O'Brien asked what the total dollar amount would be. Mr. Kirk stated that the total amount would be just over \$50,000.

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		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING MID-CONNECTICUT RESOURCES RECOVERY FACILITY PROCESS RESIDUE AND NON-PROCESSIBLE WASTE TRANSPORTATION SERVICES**

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

**RESOLVED:** The President is authorized to enter into an agreement with CWPM, LLC for Mid-Connecticut resources recovery facility Process Residue and Non-Processible Waste transportation services substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Mr. Kirk informed the Board that there were two bidders and management is recommending the low bidder, CWPM.

Chairman Pace asked why there was a large price difference in the two bids. Mr. Kirk responded that Copes is located in Western Connecticut and the variance is due to the distance traveled to the Mid-Connecticut plant. Ms. Raymond added that with the closing of the Hartford Landfill in 2008, some of the waste would be put on the tip floor and transloaded into trailers. CWPM already owns the necessary trailers, but Copes would have to make a capital investment to purchase the trailers, which added to their bid price.

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

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING CONSULTING, ENGINEERING AND LAND SURVEYING SERVICES**

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

**RESOLVED:** That the President is hereby authorized to enter into contracts with the following firms and individuals for Consulting, Engineering and Land Surveying Services, substantially as discussed and presented at this meeting:

**Engineering Services**

**Category I – General Engineering Services**

- Diversified Technology Consultants, Inc.
- DMJM + Harris, Inc.
- HRP Associates, Inc.
- URS Corporation AES
- van Zelm, Heywood & Shadford, Inc.

**Category II – Environmental Engineering**

- Fuss & O'Neill, Inc.
- GZA GeoEnvironmental, Inc.
- HRP Associates, Inc.
- Kleinschmidt Associates
- Loureiro Engineering Associates, Inc.
- M. I. Holzman & Associates
- Sci-Tech, Inc.
- TRC Environmental Corporation

**Category III – Resource Recovery and Recycling Engineering**

Camp Dresser & McKee, Inc.  
Dvirka & Bartilucci Consulting Engineers  
Grillo Engineering Co.  
Hatch Mott McDonald  
RRT Design & Construction  
R.W. Beck, Inc.  
STV Incorporated

**Category IV – Landfill Engineering**

Fuss & O’Neill, Inc.  
Malcolm Pirnie, Inc.  
SCS Engineers, PC  
TRC Environmental Corporation

**Land Surveying Services**

Conklin & Soroka, Inc.  
Dutton & Johnston

**Solid Waste Consulting Services**

Alternative Resources, Inc.  
Gershman, Brickner & Bratton, Inc.  
R. L. Banks & Associates, Inc.  
Camp Dresser & McKee, Inc.

The motion was seconded by Director Savitsky.

Mr. Kirk stated that management was pleased with the response CRRA received. Mr. Kirk explained that management tries to spread the work among the engineering firms.

Director Martland asked why there was a firm on the list from Washington, DC. Mr. Tracey responded that R.W. Beck, Inc. is the leading railroad developer in the country and in the event CRRA wants to develop its railroad transportation, R.W. Beck would be the best choice.

Mr. Kirk added that all of the companies listed meet the State of Connecticut contracting requirements.

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		
Mark Lauretti	X		
Theodore Martland	X		

James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING DEVELOPMENT OF AN ASH RESIDUE LANDFILL WITHIN THE STATE OF CONNECTICUT**

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

**RESOLVED:** That the President is hereby authorized to enter into a Request for Services with TRC Environmental Corporation to provide engineering and environmental consulting support associated with development of an ash residue landfill in the State of Connecticut, substantially as discussed and presented at this meeting.

The motion was seconded by Director Savitsky.

Mr. Kirk stated that this contract is a continuation of the effort to site another ash landfill to replace the Hartford Landfill scheduled to close in December of 2008. Mr. Kirk informed the Board that management has narrowed the search down to two sites and TRC would provide engineering and environmental permitting support on the two sites. Upon completion, a site will be chosen.

Mr. Egan added that the term of the contract is thirteen months. As the process goes forward, Mr. Egan stated that management would come back to the Policies & Procurement Committee and Board of Directors for approvals for specific projects.

Chairman Pace asked Mr. Egan to review the Request for Qualification process. Mr. Egan explained that management asked four of CRRA's approved firms to submit supplemental Requests For Qualifications and management interviewed all four firms. Mr. Egan added that management had asked each firm to supply the names of personnel who would be working on this project and also asked the firms to assure that they would commit to keeping these individuals on the project for the several years needed to complete the project.

Director Martland agreed that getting this commitment from the firm was critical to the success of the project.

Director Savitsky asked if CRRA would have the right to disapprove of personnel placed on the project. Mr. Egan answered in the affirmative.

Director Lauretti added that if CRRA would have the right to request replacement personnel if they are not happy with the performance of personnel on the project.



Director Edwards stated that he was in favor of the motion, but added that he would like to see the time frame shortened.

Chairman Pace referred the Board to the evaluation table. Chairman Pace asked Mr. Egan to explain why Fuss & O'Neill only received a rating of 6 on the "quality/depth of air team" category. Mr. Egan stated that Fuss & O'Neill does not have as strong an air group as TRC does. Mr. Egan added it is highly unlikely that an air permit will be required for an ash landfill, but there could be other air issues.

Chairman Pace asked Mr. Egan to review Item 6 entitled "Reliance on Outside Resources". Mr. Egan explained that this item reflects how much work each firm expects to subcontract. Typically, a vendor will subcontract out ecological risk assessments. TRC has an in-house group for ecological assessments and an internal traffic analysis group. Mr. Egan added that having these services in-house is an advantage.

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		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING APPROVAL OF AGREEMENTS FOR LANDFILL ENVIRONMENTAL MONITORING, LABORATORY ANALYSIS AND REPORTING SERVICES.**

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

**RESOLVED:** That the president of CRRA be authorized to enter into agreements for Environmental Monitoring, Laboratory Analysis and Reporting Services, substantially as presented at this meeting, as follows:

<b>Vendor</b>	<b>Amount</b>	<b>Facility</b>
CME Associates, Inc.	\$285,840	Hartford Landfill
Fuss & O'Neill, Inc.	\$276,750	Shelton Landfill
HRP Associates, Inc.	\$236,940	Wallingford Landfill

The motion was seconded by Director Savitsky.

Mr. Kirk stated that CRRA is responsible for monitoring the post-closure of the Ellington, Hartford, Shelton, Wallingford and Waterbury landfills and referred the Board to the bid evaluation summary included in the Board materials.

Chairman Pace, referring to page 2 of the Executive Summary, noted that the Request For Bids was published in seven area newspapers. Chairman Pace added that bidders were also required to complete and submit a "Questionnaire Concerning Affirmative Action, Small Business Contractors, and Occupational Health and Safety".

Director Francis referred the Board to the information on the Hartford Landfill closure and asked Mr. Egan if the number of samples taken would decrease after the landfill closes. Mr. Egan stated that CRRA would petition DEP to try to reduce the number of samples post-closure. Director Francis asked if this would reduce the cost and if so was the cost reduction reflected in the contract. Mr. Egan replied in the affirmative.

Chairman Pace referred the Board to page 3, reminding the Board that management had asked each bidder to submit an "Affidavit of Third Party Fees (Form A2)". Chairman Pace asked Mr. Kirk to explain. Mr. Kirk explained that management requested this form to protect CRRA.

Director Savitsky asked why only three vendors were included in the motion, when summaries were included for five landfills. Mr. Egan stated that only three were over the \$50,000 threshold and those were the only ones that require Board approval, but said that it was important for the Board to understand the full scope of work and bid results for all five landfills.

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

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		

<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING EXPENDITURES FOR ODOR MONITORING SERVICES AT THE MID-CONNECTICUT WASTE PROCESSING FACILITY & HARTFORD LANDFILL**

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

**RESOLVED:** That the President of CRRA be authorized to execute a Request for Services with TRC Environmental Corporation for Odor Monitoring Support at the Mid-Connecticut Waste Processing Facility and Hartford Landfill, substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Chairman Pace stated that he understood why management has had odor monitoring services in the past. Chairman Pace added that currently CRRA has a much better relationship with its neighbors and the instances of odor complaints have dropped significantly. Chairman Pace stated that he was of the opinion that CRRA did not need this service any longer.

Mr. Egan agreed with Chairman Pace's thoughts on the matter. Mr. Egan added that, at the Hartford Landfill, CRRA is required by permit to have an "800" number to monitor odor complaints. Mr. Egan added that the "800" number was not required at the waste processing facility. Mr. Egan asked the Board for two months to discuss some options with DEP and the community if the odor monitoring service were to be cancelled. Mr. Egan stated that, currently, TRC is available twenty-four hours a day, seven days a week to respond to odor complaints. Mr. Egan added that management would need to come up with an alternative to the current arrangement.

Chairman Pace stated that he would prefer that the odor monitoring service be performed by employees.

Director Savitsky asked Mr. Egan what the consequences would be if the Board decided to eliminate these monitoring services and complaints were received. Mr. Egan stated that more often than not, the odor complaints are not CRRA-related. Mr. Egan added that CRRA's neighbors are more likely to believe an objective third-party than an employee of CRRA. It is important for CRRA to have a monitoring service in place to demonstrate to CRRA's neighbors that CRRA takes these complaints seriously and responds to their requests.

Mr. Kirk added that CRRA has made tremendous strides in the community with this odor monitoring program and said that he would hate to see all the good will wasted.

Director Savitsky stated that she thought the cost was reasonable for the return to be gained by CRRA.

Director Lauretti stated that Shelton has had some serious problems with odors emanating from the landfill. Director Lauretti added that complaints in Shelton had been reduced significantly due to careful monitoring.

Mr. Kirk stated that most of the complaints that had been received at the WPF were because of doors to the tip floor being left open. Chairman Pace stated that many of those operational issues have been resolved due to the improved working relationship with the operator and capital improvements to the facility.

Mr. Gent stated that this service prevents CRRA's limited staff from being on call twenty-four hours a day, seven days a week. TRC monitors the hotline and if the complaint warrants it, TRC will call CRRA staff members to handle the issue.

Director Edwards stated that since the risk of an odor complaint has been reduced, the cost of the monitoring should go down. Director Edwards asked if the cost of the contract had been re-negotiated to reflect the reduction of odor complaints. Mr. Egan stated that the current contract is \$15,000 less than the prior year's.

Mr. Egan requested that the Board give management an opportunity to explore other options before making a decision.

Director Miron stated that since the Board has many questions on this item, the item should be tabled until management can get back to the Board with more detailed information. Director Miron asked Mr. Egan to prepare a detailed report and present his report to the Policies & Procurement Committee at their next meeting.

The motion to table made by Director Miron and seconded by Director Lauretti was approved unanimously by roll call.

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING EMPLOYMENT OF HRP ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES IN SUPPORT OF THE SOUTH MEADOWS SITE REMEDIATION**

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

**RESOLVED:** That the President of CRRA be authorized to execute a Request for Services with HRP Associates, Inc. for environmental consulting services in support of the South Meadows site remediation, substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Mr. Kirk stated that the TRC contract allows CRRA to hire a third party consultant to review and provide technical comments or opinions on submittals, plans and reports prepared by TRC, CRRA and others. HRP will be providing these oversight services.

Chairman Pace asked what the status of the South Meadows project was. Mr. Egan stated that the remediation is about 85% complete. Mr. Egan stated that remediation should be complete in the next calendar year. Mr. Egan stated that because of CRRA's limited in-house resources, HRP would assist CRRA by providing these services.

Director Martland asked what level of remediation will need to be met at the site. Mr. Egan replied that the site must be remediated to industrial / commercial standards.

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

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING EMPLOYMENT OF DMJM + HARRIS, INC. FOR SOLID WASTE CONSULTING SERVICES**

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

**RESOLVED:** That the President of CRRA be authorized to execute a Request for Services with DMJM + Harris, Inc. for solid waste consulting services associated with the preparation of a site re-use feasibility study of the Shelton Landfill property, substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Mr. Kirk stated that DMJM+Harris, Inc. would be performing a feasibility study on the Shelton Landfill property to determine what could be done with the property, specifically if a transfer station would be feasible.

Director Savitsky asked Director Francis, as Chair of the Finance Committee, if the funds were available in the budget. Director Francis replied in the affirmative.

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		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING A HOIST CRANE FRAME AGREEMENT AT THE POWER BLOCK FACILITY**

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

**RESOLVED:** That the President is hereby authorized to execute an agreement with Matrix Power Services, Inc. to furnish and install two (2) fan motor trolley hoist cranes to be located at the Mid-Connecticut Power Block Facility, substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Mr. Tracey stated that this is a new capital project associated with the MCAP system. Mr. Kirk added that the addition of these two fan motor trolley hoist cranes will allow staff to remove and/or replace mechanical equipment associated with the MCAP system.

Mr. Kirk stated that Matrix Power Systems, Inc. was the low bidder on the project and CRRA has utilized Matrix in the past with satisfactory results.

Director Martland asked why there was such a difference in the bids. Mr. Kirk stated that the design belongs to CRRA and the bidder decides how to install it so differences arise due to details related to the installation.

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		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING THE PURCHASE OF FOUR (4) RUBBER TIRE LOADERS FOR THE MID-CONNECTICUT WASTE PROCESSING FACILITY**

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

**RESOLVED:** That the Board of Directors, in accordance with the Connecticut Resources Recovery Authority's Procurement Policy, hereby approves the procurement of (4) four new rubber tire loaders from H.O. Penn Machinery Co. Inc. to be used at the

Mid-Connecticut Waste Processing Facility, substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Director O'Brien clarified that the purchase was for loaders, not rubber tires.

Mr. Kirk stated that he was very pleased to be able to purchase Caterpillar equipment because of its high quality. Mr. Kirk added that the operation & maintenance cost per hour for the Caterpillar loaders was much less than the John Deere loaders.

Director Griswold asked if there was risk in purchasing four loaders at the same time. Mr. Constable stated that CRRA usually purchases two at a time, but because there was no purchase last year, four were needed this year.

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		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING THE ONE YEAR CONTRACT EXTENSION FOR DOZER COMPACTION SERVICES FOR THE MID-CONNECTICUT PROJECT WASTE PROCESSING FACILITY**

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

**RESOLVED:** That the Board of Directors, in accordance with the Connecticut Resources Recovery Authority's Procurement Policy, hereby approves the one-year contract extension for dozer compaction services with AAD Associates LLC, to be performed at the Mid-Connecticut Waste Processing Facility, substantially as presented and discussed at this meeting.



The motion was seconded by Director Savitsky.

Director O'Brien asked why the contract term was one year. Director O'Brien stated that it was his understanding from the Policies & Procurement Committee meeting that the term would be for two months (until June 30) and then an additional contract would be prepared for July 1, 2007 until June 30, 2008.

Mr. Gent stated that, per the terms of the contract, CRRRA only has authority to renew a contract for a full year, not just two months. Mr. Gent proposed that the Board approve the one-year extension from May 1, 2008 until June 30, 2009. Director Lauretti stated that he has seen municipal contracts structured this same way. Director Lauretti added that at the end of the contract the municipality can either renew the contract or go out to bid. Mr. Gent replied that the rate quoted by AAD was very favorable in the marketplace.

Director O'Brien stated that he was concerned about approving a contract extension after the fact.

Ms. Hunt stated that the contract extension had to be renewed for the full year as originally written. The terms could not be changed to the two-month term. Mr. Gent explained that dozer services have not been used since the expiration of the original term of the contract,

Mr. Kirk added that these services were needed because MDC does not have the equipment or ability to compact MSW or RDF as required.

Mr. Gent assured the Board that this contract will be renewed with all other contracts in the future.

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		
Michael Jarjura	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
Timothy Griswold, Ad Hoc, Mid-CT	X		
<b>Non Eligible Voters</b>			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION ADOPTING AN AMENDMENT TO SECTION 4.1.4 OF THE PROCUREMENT POLICY**

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

**RESOLVED:** That the Board hereby adopts the amendment to Section 4.1.4 of the Procurement Policy, substantially as presented and discussed at this meeting.

The motion was seconded by Director Savitsky.

Mr. Kirk stated that this amendment was a clarification of CRRA's Procurement Policy, Section 4.1.4 regarding how to handle multiple Requests For Services with a single vendor.

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		
Michael Jarjura	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING ADDITIONAL PROJECTED LEGAL EXPENDITURES**

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

**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 General Fund and Mid-Connecticut Project matters;

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

<u>Firm:</u>	<u>Amount:</u>
Halloran & Sage	\$350,000
Pepe & Hazard	\$150,000

The motion was seconded by Director Karanian.

Ms. Hunt stated that the Board had previously instructed her to only use legal services if the funds had been previously approved. Ms. Hunt added that she does not anticipate using the funds, but in case something comes up, she would like to have the funds available. Ms. Hunt referred the Board to the last paragraph of the Executive Summary and pointed out that the funds may or may not come from Mid-CT budget. Depending on the issue, the funds could also come from the General Fund.

Director Savitsky asked Ms. Hunt if she thought these amounts would be enough. Ms. Hunt replied that as far as she knows today, these amounts would be enough.

Director Lauretti asked if CRRA should begin sending out CRRA's legal expense summary to the towns to make them aware of the costs incurred. Mr. Kirk stated that if that was the Board's request, management would supply the Mid-Connecticut towns with the information.

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

<b>Eligible Voters</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Michael Pace, Chairman	X		
Mark Cooper	X		
James Francis	X		
Michael Jarjura	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
James Miron	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**RESOLUTION REGARDING FISCAL YEAR 2008 PROJECTED LEGAL EXPENDITURES**

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

**WHEREAS**, CRRA has negotiated three-year Legal Service Agreements with various law firms for the provision of legal services from July 1, 2005 through June 30, 2008; and

**WHEREAS**, CRRA now seeks Board authorization for projected legal expenditures during the third year of the term of said Agreements;

**NOW THEREFORE, it is RESOLVED:** That the following amounts be authorized for projected legal fees to be incurred through June 30, 2008:

<u>Firm:</u>	<u>Amount:</u>
Brown Rudnick	\$ 825,000
Cohn Birnbaum & Shea	\$ 75,000
Halloran & Sage	\$1,965,000
Heneghan, Kennedy & Doyle	\$ 65,000
Kainen, Escalera & McHale	\$ 40,000
McCarter & English	\$ 85,000
Perakos & Zitser	\$ 60,000
Pepe & Hazard	\$ 800,000
Pullman & Comley	\$ 225,000
Sidley Austin	\$ 265,000

**FURTHER RESOLVED:** That the President be authorized to expend up to \$500,000 from the Landfill Development Reserve Account for payment for legal fees incurred in fiscal year 2008 in connection with the Authority's development of a new ash landfill in State of Connecticut.

The motion was seconded by Director Savitsky.

Director O'Brien asked why there was such a large increase for Brown Rudnick, Pullman & Comley and Sidley Austin. Ms. Hunt stated that Brown Rudnick was the firm working on the

ash landfill siting for CRRA; increases for Pullman & Comley and Sidley Austin were primarily for landfill financing issues.

Mr. Kirk noted that these figures include expenses as well as services.

Director Edwards asked why there were no recent invoices from Perakos & Zitser. Ms. Hunt stated that she has repeatedly requested invoices, but has yet to receive them.

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		
Michael Jarjura	X		
Edna Karanian	X		
Mark Lauretti	X		
Theodore Martland	X		
Raymond O'Brien	X		
Linda Savitsky	X		
<b>Non Eligible Voters</b>			
Timothy Griswold, Ad Hoc, Mid-CT			
Steve Edwards, Ad Hoc, Bridgeport			

**PRESIDENT'S REPORT**

Mr. Kirk informed the Board that the Grand Opening of the new Recycling Center was held on May 17. The Grand Opening was attended by the Governor, who was very interested in the recycling process and spent approximately ½ hour touring the new facility.

Mr. Kirk added that the Southwest Connecticut towns will be considering a similar Recycling Center.

Mr. Kirk stated that the Oneida Herkimer decision regarding flow control from the New York Supreme Court is being reviewed by management. CRRA is reviewing all long-term opportunities available.

Mr. Kirk added that Wheelabrator negotiations are continuing.

Mr. Kirk said that Mid-Connecticut performance is lagging and performance related to the power generation is not meeting expectations. Mr. Kirk added that CRRA staff is continuing to work with Covanta and MDC to increase performance.

## EXECUTIVE SESSION

Chairman Pace requested a motion to enter into Executive Session to discuss pending litigation, real estate acquisition and personnel matters with appropriate staff. The motion made by Director Martland and seconded by Director Savitsky was approved by roll call. Chairman Pace requested that the following people be invited to the Executive Session in addition to the Directors and Mid-Connecticut Ad Hoc:

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

The Executive Session began at 12:05 p.m. and concluded at 1:25 p.m. Chairman Pace noted that no votes were taken in Executive Session.

The meeting was reconvened at 1:25 p.m.

## ADJOURNMENT

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

There being no other business to discuss, the meeting was adjourned at 1:25 p.m.

Respectfully submitted,



Kristen B. Greig  
Secretary to the Board/Paralegal

**TAB 3**

**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**

June 28, 2007

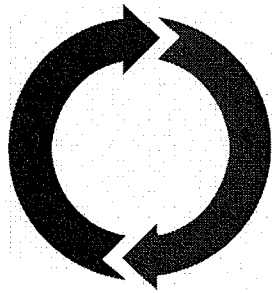
**Executive Summary**

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 solid waste. CRRA will, to the fullest extent practical, treat all people and communities fairly and respectfully in protecting their environment. CRRA is committed to outreach to the community and solicits and welcomes input from members of its communities. CRRA will negotiate exclusively with appropriate representatives of municipal governments on all issues related to CRRA's activities.

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### ORIGINAL

Prepared by: Paul Nonnenmacher  
Director of Public Affairs

Approved by: Board of Directors

Effective Date: Month day, year

**TAB 4**

**RESOLUTION OF THE CONNECTICUT RESOURCES RECOVERY  
AUTHORITY Adopting a Policy and Procedures for the Use of Meeting  
Rooms at the Trash Museum and the Garbage Museum**

**RESOLVED:** That the Board hereby adopts the **Policy and Procedures for the Use of Meeting Rooms at the Trash Museum and the Garbage Museum** substantially as presented and discussed at this meeting;

**Connecticut Resources Recovery Authority  
Policy and Procedures for the Use of Meeting Rooms at the Trash Museum  
and the Garbage Museum**

June 28, 2007

**Executive Summary**

This is to request that the CRRA Board of Directors adopt a policy and procedures for use of the meeting rooms at the CRRA museums.

**Discussion**

CRRA has meeting rooms at its Trash Museum in Hartford and its Garbage Museum in Stratford, and makes them available to both internal groups and external organizations. The rooms are currently underutilized, and the Authority would like to publicize their availability by adopting a policy setting forth the process by which they may be reserved and the requirements for their safe and orderly use.

**History**

This proposed policy was discussed with the P&P Committee at its May meeting, and comments received regarding available hours for meetings and insurance and liability concerns. As recommended by the Committee, insurance matters were reviewed with CRRA's Risk Manager. A black-lined version of the policy, together with the draft Museum Access Request and Indemnification Agreement referenced therein, was discussed at the June P&P meeting. One additional change was suggested by the Committee, and is highlighted in the appended draft.



## **POLICY AND PROCEDURES FOR THE USE OF MEETING ROOMS AT THE TRASH MUSEUM AND THE GARBAGE MUSEUM**

### **CORPORATE POLICY AND PROCEDURE No. CO 130**

#### **1. POLICY**

The Connecticut Resources Recovery Authority (CRRA) has meeting rooms available at the CRRA Trash Museum (211 Murphy Road, Hartford, Connecticut) and the Garbage Museum (1410 Honeyspot Road Extension, Stratford, Connecticut) for use by external organizations and internal groups. CRRA encourages external organizations and internal groups to utilize these meeting rooms. To accommodate such utilization in a safe and orderly manner, CRRA requires adherence by both external organizations and internal groups to the following procedures.

#### **2. PROCEDURES**

##### **2.1 Scheduling**

External organizations and internal groups may schedule use of the meeting rooms at the CRRA Trash Museum and the Garbage Museum by directly contacting the CRRA Trash Museum staff at (860) 757-7765 or the CRRA Garbage Museum staff at (203) 386-9755, or through one of the CRRA Administrative Staff (Administrative Assistant, Finance at 757-7738, Administrative Assistant, Operations at 757-7770, Receptionist at 757-7700 and Executive Assistant at 757-7792). Microsoft Outlook will be used by the Museum staff and the Administrative Staff to schedule meetings at the Trash Museum and the Garbage Museum. The Education Supervisor must be notified by e-mail or telephone by the Museum staff or the Administrative Staff, as appropriate, that a meeting has been scheduled. If possible, meetings must be scheduled at least one week in advance. Meetings of external organizations

may only be held at the Museums during hours when Museum staff are on site, unless hosted by a CRRA employee, in his/her capacity as an employee, who will be present at all times during the meeting. Contact information, public hours, and directions for each of the Museums may be found on the "Education" pages of CRRA's website, [www.CRRA.org](http://www.CRRA.org).

## **2.2 Insurance**

External organizations wishing to schedule the use of the meeting rooms at the CRRA Trash Museum and the Garbage Museum must provide to CRRA a) a Facility Access Request and Indemnification Agreement (a copy of which may be found on CRRA's website or requested from any of the CRRA Administrative Staff) and b) a certificate of insurance specifying the organization's insurance coverage and which names CRRA as an additional insured on the organization's general liability insurance. At the time the request is made to schedule a meeting room the executed agreement and the certificate of insurance must be sent to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, CT 06103-7722  
ATTN: Risk Manager

CRRA reserves the right to require additional insurance coverage when risk management requires it to do so.

## **2.3 Security**

The front doors to the Trash Museum and the Garbage Museum must be locked at all times.

External organizations and internal groups conducting a meeting at the Trash Museum or the Garbage Museum must designate a person to be stationed at the front doors to admit meeting attendees and to direct them to the meeting room. The designated person must arrive at the meeting location at least 15 minutes prior to the meeting time. CRRA Museum staff and Mid-Connecticut Project office staff are not available for these tasks.

## **2.4 Sign-In**

All non-CRRA employees and/or Board members attending a meeting at the Trash Museum or the Garbage Museum must sign the appropriate museum's guest book. Alternatively, the external organization or the internal group conducting a meeting at which non-CRRA staff and/or Board members will be in attendance may provide a list of attendees to the CRRA Education staff by the end of the meeting.

## **2.5 Set-Up and Clean-Up**

Set-up, including preparation and serving of food and/or refreshments, and clean-up of the meeting room utilized by the external organization or an internal group are the responsibilities of the external organization or the internal group. Trash and recyclables must be placed in the appropriate receptacles. If the receptacles are full, it is the external organization's or the internal group's responsibility to notify the appropriate CRRA staff.

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### **ORIGINAL**

Prepared By: Paul Nonnenmacher, Director of Public Affairs

Approved By:

Effective Date:



MUSEUM ACCESS REQUEST AND INDEMNIFICATION AGREEMENT

\_\_\_\_\_ (Visitor) has requested that the Connecticut Resources Recovery Authority (CRRA) allow Visitor access to CRRA's Trash Museum/Garbage Museum (Museum) and use of one of its meeting rooms on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

CRRA hereby grants the Visitor's request, subject to the following terms and conditions. In consideration of CRRA's granting such request and making its meeting room available for use by Visitor, Visitor hereby agrees as follows:

1. Visitor may visit only those parts of the Museum that CRRA and/or its agent(s) authorize the Visitor to visit.
2. Visitor agrees to abide by all instructions given by CRRA employees or agents.
3. Visitor agrees to indemnify, hold harmless, and defend CRRA and its board of directors, officers, employees, operators, and agents from and against any and all claims, contribution claims, damages, losses, judgments, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage or pollution to property or other damages alleged to have been sustained by: a) CRRA or any of its directors, officers, employees, contractors, or agents; b) the undersigned Visitor or any of its agents, directors, officers, employees, members, or contractors; or c) any other person, and directly or indirectly resulting from or in connection with Visitor's scheduled visit to the Museum.
4. The rights and obligations of CRRA and Visitor under this Agreement shall be binding upon their respective successors, agents, and assigns.

Visitor: \_\_\_\_\_

By \_\_\_\_\_  
Its

CRRA

By \_\_\_\_\_  
Its

**TAB 5**

**RESOLUTION REGARDING EXPENDITURES FOR ODOR  
MONITORING SERVICES AT THE MID-CONNECTICUT  
WASTE PROCESSING FACILITY & HARTFORD LANDFILL**

**RESOLVED:** That the President of CRRA be authorized to execute a Request For Services with TRC Environmental Corporation for Odor Monitoring Support at the Mid-Connecticut Waste Processing Facility and Hartford Landfill, substantially as presented and discussed at this meeting.

# **Connecticut Resources Recovery Authority**

## **Request For Services for**

### **Odor Hotline Response and On-Call Services – Mid-CT Waste Processing Facility and Hartford Landfill**

Presented to the CRRA Board on: June 28, 2007

Vendor/ Contractor(s): TRC Environmental Corporation

Effective date: Upon Execution

Contract Type/Subject matter: Request for Services pursuant to  
Three Year Engineering Services  
Agreement

Facility (ies) Affected: Mid-CT Waste Processing Facility,  
Hartford Landfill

Original Contract: Three Year Engineering Services  
Agreement; contract no. to be assigned

Term: 7/1/07 through 6/30/08

Contract Dollar Value: \$43,500.00

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: • To provide on-call odor hotline response at  
the Mid-CT Waste Processing Facility and  
Hartford Landfill;

Other Pertinent Provisions: None

**Connecticut Resources Recovery Authority  
Mid-Connecticut Project**

**Odor Hotline Response and On-Call Services –  
Mid-CT Waste Processing Facility & Hartford Landfill**

*June 28, 2007*

**Executive Summary**

For several years CRRA has utilized a team of trained odor specialists from TRC Environmental Corporation to respond to all calls to CRRA's two odor hotlines, one for the Waste Processing Facility (WPF) and one for the Hartford Landfill. In addition to this work, CRRA has also utilized TRC personnel to perform on-site odor monitoring at the WPF on Fridays, Saturdays and Sundays of holiday weekends during the warm weather months.

These two services are very valuable to CRRA and have contributed to one of the most clear-cut and public success stories for which CRRA can take credit. It was only a few summers ago that CRRA counted its weekly odor complaints by the dozen. Several residents of East Hartford angrily called CRRA's hotline almost daily. The City of East Hartford was taking steps toward possible legal action against CRRA. CRRA responded by the installation of the MCAPS, established a proactive, third-party odor monitoring program, and greatly increased scrutiny of WPF operations with respect to odor control.

The number of complaints has plummeted. Over time, MDC has come to understand the effectiveness of CRRA's solution that integrated the use of MCAPS with constant, careful monitoring of doors and fans and proper management of roll-off containers. MDC has demonstrated an ability to operate the WPF without nuisance odors. To date, there have been no confirmed odor complaints regarding the WPF in CY2007. CRRA staff has therefore decided not to employ TRC to perform on-site odor monitoring at the WPF on Fridays, Saturdays and Sundays of holiday weekends this summer and to rely solely on MDC operational personnel.

CRRA staff believes that there is still value to utilizing TRC's on-call, trained odor specialists to respond to hotline complaints. The benefits are summarized below.

This is to request Board approval of this Request for Services for TRC's on-call response service to CRRA's two odor hotlines for FY2008 (July 1, 2007 through June 30, 2008).

## Discussion

### Third-Party Odor Hotline Response and Investigation/Odor Monitoring Service

CRRA has employed odor specialists from TRC Environmental Corporation to perform on-call responses to all odor complaints received by CRRA's WPF and Hartford Landfill Odor Hotlines. TRC maintains a staff of trained individuals who carry pagers 24 hours a day, seven days a week, and follow a protocol that includes meeting with the complainant, attempting to track the odor to its source and reporting to CRRA staff on their findings. They typically respond to a complainant's call within thirty to sixty minutes. In CY2006, TRC invoiced CRRA \$34,724 for Odor Hotline Response. They responded to and investigated eleven complaints, confirming three WPF odor complaints and one landfill odor complaint. The TRC odor investigations revealed the root causes of all three WPF odor complaints, which included improperly using roof fans, managing facility doors, and a facility fire.

In CY2000, CRRA staff was faced with over 200 odor complaints concerning WPF odors. As CRRA implemented the MCAPS and the numbers of complaints fell, the timely response of the TRC investigators allowed CRRA staff to analyze the underlying causes of the remaining complaints, which were sometimes short-lived events such as opening overhead doors. The number of odor complaints to which TRC responded was 232 in CY2000, 64 in CY2001, 20 in CY2002, 16 in CY2003, 33 in CY2004, 26 in CY2005 and 11 in CY2006. CRRA staff views the TRC complaint response service as insurance. The cost may seem high when things are running well at the WPF, but problems at the WPF or at any of the other Connecticut WTE facilities could force diversions of waste that could create a temporary situation where off-site nuisance odors are more likely. Having experienced, competent, trained personnel focused only on odor investigation ready to respond at such times would prove invaluable.

Throughout the summers of 2004, 2005 and 2006 CRRA utilized TRC's odor specialists to monitor WPF odors on weekend afternoons. CRRA management believed that having this visible presence at the facility served to remind and MDC operational personnel to keep doors closed, roof fans off, and to be more mindful of the potential impact an action taken at the WPF can have on CRRA neighbors downwind. CRRA did not receive a single odor complaint when the TRC odor monitors were on site. MDC's performance with regard to odor control efforts has improved during the past year; accordingly, moving forward, CRRA staff believes that MDC can adequately manage odor control operational matters on those weekends that CRRA has in the past employed TRC to provide oversight.

### Benefits of this Third-Party Hotline Response and Investigation Service

Engaging TRC for this service provides a variety of benefits, several of which would diminish if CRRA managed this program in-house.

1. **Presents a favorable approach to the public.** When a complainant is contacted by TRC, they feel free to speak candidly because TRC is a third-party. TRC does not challenge or debate the complainant, nor act in a defensive manner. As a third-party, TRC is able to by-pass any anger or emotion directed against the odorous source and collect the facts so that the cause of the odor can be determined.

2. **Is a defensible strategy for dealing with an on-going issue.** MSW is an odorous material. Managing MSW so as to create no nuisance odors is a daily task for CRRA facilities and staff. DEP has issued Notices of Violation (NOVs) against CRRA for odors at the WPF and the Hartford Landfill. In responding to the NOVs, CRRA highlighted its use of TRC as a third-party odor investigator. DEP was impressed by TRC's quick response time, the training of the TRC personnel, the thoroughness of TRC's reports, including meteorological data, and the way that CRRA was using TRC's reports to prevent recurrences of certain odor-causing scenarios.
3. **Provides an unbiased opinion.** It is not unusual for various parties to become defensive when confronted with an odor complaint. (And when personnel from one potential odor source, such as the MDC wastewater treatment facility, call personnel from another potential odor source, such as the WPF, to complain, it can become an exercise in finger-pointing.) TRC is a well-known, reputable consulting firm and neither the DEP nor any complainant has disputed the veracity of any of their odor reports. CRRA can take pride in and publicize the reduced number of odor complaints related to the WPF to the people of Hartford and East Hartford because these complaints were investigated and evaluated not by CRRA, but by an independent third-party.
4. **Trained professionals.** TRC trains its personnel to recognize and differentiate between various odors found in the area surrounding the WPF (MSW, RDF, sewage, compost, dumpsters, etc.). TRC responders are on call 24 hours a day, 365 days a year and typically arrive at a complainants address within 30-60 minutes of the complaint call. TRC responders are familiar with the area around the WPF and have demonstrated the ability to trace odors to their source. It is also not insignificant that the TRC responders do not spend their day in a facility filled with MSW and so their olfactory sense is not fatigued. It is not feasible to expect someone who has been smelling garbage all day to make a judgment about a nuisance odor.
5. **CRRA staff utilizes TRC's work.** CRRA staff makes use of the odor investigation reports in contacts with the public. CRRA staff has reached out to the owners of 125 Riverside Drive, a restaurant directly across the river from the WPF to hear their concerns and make them aware of CRRA's efforts to control odors. CRRA staff has reached out to individual complainants in East Hartford and in the north of Hartford. Citizens are impressed to see that CRRA is utilizing professional odor specialists and that odor investigation reports are complete with weather information and show a real effort to identify and troubleshoot odor in the community.
6. **Represents CRRA in a positive light.** The fact that CRRA is willing to hire an independent group to evaluate whether its operations are at fault in creating nuisance odors shows that CRRA is earnest in its attempts to eliminate the odors for which it is responsible. Moreover, there is value in having an independent group identify the sources of odors that are NOT caused by CRRA-related facilities.
7. **Demonstrates CRRA commitment to its host communities.** Engaging a respected third-party consultant to provide a service that may, at times, identify short-comings or problems at CRRA facilities, demonstrates to CRRA's current host community, and to potential future host communities that CRRA takes seriously any impact its operations may have on the citizens of our host communities. A program such as this credibly supports CRRA's mission statement that CRRA cares about the potential impacts of its facilities and is willing to devote the resources necessary to minimize impacts.

Managing this Service with CRRA in-house resources

There would be costs associated with the use of CRRA staff for this purpose. Among these costs are the cost to fill-in, on short notice, for personnel who are doing odor response rather than their normally assigned work tasks, costs for vehicles and fuel, costs for training CRRA personnel in odor detection and investigation, and cost from CRRA management oversight. Below is a partial estimate of the costs to conduct the odor complaint response program in-house.

Response	24 responses x 4 hours per response x \$28.50	\$2,736
Fill-in Coverage	24 responses x 4 hours per response x \$28.50	\$2,736
Mileage	24 responses x 50 miles per response x \$0.49/mile	\$588
Training, instructor	3 sessions x 8 hours per session x \$100/hour	\$2,400
Training, students	12 hours per person x 5 people x \$28.50/hour	\$1,710
Total		\$10,170

Not included in the above estimate is the cost of project management by CRRA staff. A CRRA manager will have to set up and maintain responder schedules and review and complete each report by adding meteorological information. The time for this management task will displace the time available for other work, which may require an increase in the use of consultants for other matters.

It is most likely that individuals from the Enforcement/Scale Operator group would be assigned this duty. This group has a relatively high personnel turnover; the estimate above assumes no turnover during the year. Furthermore, the above estimate assumes that all jobs can be covered at current CRRA staffing levels. If this is not the case, additional staff will have to be hired.

Also, depending on the time that the odor complaint call is received, an immediate response or an immediate fill-in for the odor responder may not always be possible. This means that either the odor response will not be timely or an enforcement or scale operation task will go undone.

Also not included in the above estimate is additional compensation that may be appropriate for those CRRA staff that are asked to commit themselves to being on call.

It should be pointed out that CRRA staff does utilize TRC's reports in follow-up with some complainants. CRRA staff has met with individual complainants and with businesses that have complained. In all cases, CRRA's use of TRC has been positively viewed by these outside parties as CRRA going "the extra mile" to truly identify and resolve odor issues. Finally, CRRA has been receiving a professional service, performed by professional engineers, technicians and managers with skills in technical writing. The CRRA staff that would take over this service would not have those professional credentials and skills.

Other Options

One option to reduce the cost of using TRC for on-call odor hotline response would be to employ them only during the 'odor season', the warm summer months when odor problems are



generally at their worst. This is due to the combination of warmer temperatures exacerbating the production of odors, and more people being outdoors and able to detect any odors.

However, as can be seen by the table below, while odor complaints are more common from May through September (52 in the last five years), there were a significant number of odor complaints in the cooler months (36 in the last five years).

**CRRA Odor Hotline Calls By Month (last five years)**

	J	F	M	A	M	J	J	A	S	O	N	D
2007	1					1						
2006					3			3	2	1	1	1
2005	1		2		5	2	2	2	4	4	3	1
2004	1	2	2	1	7	3	6	4	1	4	2	
2003			2	1		1	11	2	3	3	2	1
Totals	3	2	6	3	15	6	19	11	10	12	8	3

Another option to reduce the cost of using TRC for odor complaint response would be to utilize them for ‘after-the-fact’ investigation. That is, TRC would not be on-call, but an available TRC odor technician would respond to an odor complaint as soon as his/her normal work schedule would allow, which might be several days after the event. This would allow the technician to create a record of all complaints and collect information from complainants, but would not allow for a complete investigation of any short-lived odor event.

**Financial Summary**

The cost to provide on-call response for CRRA’s Odor Complaint Hotlines (WPF and Hartford Landfill) from July 1, 2007 through June 30, 2008, is comprised of a fixed cost of \$32,270 and a variable cost component estimated to be \$11,230, as tabulated below.

TRC to provide <i>weekday</i> on-call odor hotline coverage from July 1, 2007 through June 30, 2008 at \$50.00 per day.	\$12,750
TRC to provide <i>weekend/holiday</i> on-call odor hotline coverage from July 1, 2007 through June 30, 2008 at \$100.00 per day.	\$11,000
TRC Project Management (42 hours at \$155.25 per hour)	\$6,520
TRC Other Direct Costs (two cellphones and two beepers)	\$2,000
<b>Total Fixed Costs for On-call Odor Complaint Hotline Response for FY2008</b>	<b>\$32,270</b>
Estimated Total cost for 24 responses and follow-up investigation	\$11,230
<b>Total Variable Costs for On-call Odor Complaint Hotline Response for FY2008</b>	<b>\$11,230</b>
<b>Total for this Request For Services</b>	<b>\$43,500</b>

The variable cost of \$11,230 covers approximately 24 anticipated odor hotline complaint investigations from July 1, 2007 through June 30, 2008, which equates to approximately \$470.00 per response. The average time to undertake an investigation is approximately 4 hours.

This expenditure will be funded from the Engineering account (Account No. 41-001-601-52858) in the Waste Processing Facility budget, which is contained within the larger Mid-Connecticut Project budget. This expenditure was contemplated when the Mid-Connecticut Project budget was developed; sufficient funds are contained in the budget.

**TAB 6**

**Resolution Regarding First Amendment to the Agreement for Metals Recovery and Marketing Services with wTe Recycling, Inc.**

**RESOLVED:** The President is authorized to enter into the First Amendment with wTe Recycling, Inc., for the transportation, processing and marketing of metals generated at the Mid-Connecticut Resources Recovery Facility and the Hartford Landfill substantially in accordance with the terms and conditions discussed at this meeting.

**Connecticut Resources Recovery Authority  
Contract Summary For  
Metals Recovery and Marketing Services**

Presented to CRRA Board of Directors: June 28, 2007

Contractor: wTe Recycling, Inc.

Base Contract Effective Date: July 1, 2003

Service Provided: Metals transportation, processing and marketing services

Facilities: Mid-Connecticut Resources Recovery Facility and the Hartford Landfill

Base Contract Term: June 30, 2007

Purpose of 1<sup>st</sup> Amendment: To extend the term of the current agreement for a period of three months – July 1, 2007 through September 30, 2007 - in order to provide CRRA sufficient time to issue an RFP and seek Board of Directors approval of a new agreement. All other terms and conditions of the agreement remain in full force and effect including current pricing schedule.

Contract Revenue and Costs: Approximate revenue to CRRA for the proposed three-months extension: \$365,000

Pursuant to the Agreement the pricing schedule is tied directly to the ferrous metal market for #2 Bundle, Philadelphia High Side Index Price as published by the American Metal Market. The price structure is designed to allow CRRA to share in the revenue realized from the sale of the processed metals when market prices are good or, conversely pay increased processing fees to the Contractor when metals market prices are depressed. Pursuant to the pricing schedule, the per ton processing fee CRRA pays to Contractor increases or decreases by \$.50/ton for each \$1.00 increase or decrease in the per ton market rate for the metal. The downside processing fee is capped at \$12.00 (i.e. CRRA will not pay more than \$12.00/ton regardless of whether the rounded index value drops below \$52.00/ton, as illustrated in the following table. Because the prices

paid for metals has been extremely good over the past several years CRRA has not been paying any processing fee and the projected revenue to be realized from this agreement for FY07 is approximately \$700,000.

### Pricing Schedule

Rounded Index Value (1)	Processing Fee
>=\$60	\$8 less \$0.50 for each \$1.00 index increase
\$59	\$8.50
\$58	\$9.00
\$57	\$9.50
\$56	\$10.00
\$55	\$10.50
\$54	\$11.00
\$53	\$11.50
<=\$52	(not to exceed price) \$12.00

In addition to the processing fee (if applicable) the contract includes a provision to pay the Contractor for metals loads transported that are under 18 tons (light loads). The charge for light loads is \$20.00/ton.

Metals received at the Hartford Landfill are comprised primarily of white good (stoves, refrigerators, etc.) and small appliances such as air conditioners. CRRA pays to Contractor a flat fee of \$10.00 per appliance for the removal and disposal of capacitors, CFC, and HCFCs.

## **FIRST AMENDMENT TO AGREEMENT FOR METALS RECOVERY AND MARKETING SERVICES**

This First Amendment To Agreement For Metals Recovery and Marketing Services (the "First Amendment") is made and entered into as of the 29th day of June, 2007, by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut, 06103 (the "CRRA") and **wTe RECYCLING, INC.**, a Massachusetts corporation, having a principal place of business at 75 Southern Avenue, Greenfield, Massachusetts, 01301-3913 ("Contractor").

### **PRELIMINARY STATEMENT**

CRRA and Contractor entered into a certain Agreement for Metals Recovery and Marketing Services dated July 1, 2003 (the "Agreement"), in order to have Contractor transport, process, market, and disposes of certain Ferrous Metals generated at the Facility and certain Scrap Metals generated at the Landfill to market sites and/or Disposal Sites in accordance with the terms of the Agreement. CRRA and Contractor now desire to amend the Agreement in accordance with the terms of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 18 of the Agreement, the parties hereto agree as follows.

### **TERMS AND CONDITIONS**

1. **Definitions.** Words or terms bearing initial capital letters that are used and not defined in this First Amendment shall have the same respective meanings assigned to such words in the Agreement.
2. **Term.** Section 9(a) of the Agreement is hereby deleted in its entirety and the following inserted in its place:

The term of this Agreement shall begin on the date hereof and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on September 30, 2007.

3. **Ratification:** Except as specifically amended by this First Amendment, all of the terms, covenants and provisions of the Agreement are hereby ratified and confirmed in all respects, and declared to be and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly authorized and executed effective as of the day and year first set forth above.

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

wTe RECYCLING, INC.

By: \_\_\_\_\_  
M. Scott Melon  
Its President  
Duly Authorized



**TAB 7**

## **RESOLUTION AUTHORIZING RETENTION OF A HOST COMMUNITY LIAISON**

**RESOLVED:** That the President is hereby authorized to amend its agreement with Attorney Thomas Ritter to serve as CRRA's liaison with its host communities and pertinent or related groups and organizations as presented and discussed at this meeting.

# **Connecticut Resources Recovery Authority**

Board of Directors

## **Host Community Liaison**

June 28, 2007

### **Executive Summary**

This is to request that the CRRA Board of Directors authorize the President to retain, for a fixed monthly fee, a Host Community Liaison to provide insight and outreach relative to CRRA and its interactions with its host communities and associated groups and entities.

### **Discussion**

In 2006, CRRA retained a community liaison to help our ongoing efforts to maintain a good relationship with our host communities. These services proved to be crucial in the success of CRRA's initiatives including the retrofitting of the Hartford recycling center and closure of the Hartford landfill (including negotiations on responsibility for post-closure monitoring and maintenance). Upcoming initiatives will include the siting of a new ash landfill, retrofitting of the Stratford recycling center and efforts related to implementation of the state Solid Waste Management Plan. Because the City of Hartford is home to many CRRA facilities – including a trash-to-energy plant, regional recycling center and landfill, CRRA retained Attorney Thomas Ritter (pursuant to the "special capability" exception to CRRA's usual competitive procurement procedures) to provide advice, community outreach, and political insight and counsel to CRRA in its interaction with the City of Hartford, environmental and neighborhood groups and other entities and organizations doing business in Hartford as necessary.

The contract with Attorney Ritter expired May 31, 2007. CRRA amended the contract to run through June 30, 2007, and is now seeking Board approval to extend the contract through September 30, 2007, so that management, as directed by the Board, can publish a Request for Qualifications (RFQ) to ensure that as many candidates as possible have the opportunity to be considered for providing these important services. Management will present one or more candidates to the Board for its consideration and approval in September.

State statutes strictly prohibit quasi-public agencies from retaining contract lobbyists. Under this contract, in no way would Attorney Ritter or any other person or firm selected perform any legislative lobbying on CRRA's behalf.

**Impact**

CRRA engages Attorney Ritter on a non-exclusive basis for a fixed fee of \$7,000/month. The arrangement is terminable at any time at CRRA's option.

**Financial Summary**

This expenditure will be funded from the Mid-Connecticut Project General Administration "Other Consulting Services" account, No. 41-001-501-52899. There are sufficient funds in this account for this activity.

**TAB 8**

**RESOLUTION REGARDING THE INSTALLATION OF A  
LANDFILL CAP OVER A PORTION OF THE PHASE 1 ASH  
AREA**

**RESOLVED:** That the President is hereby authorized to execute an agreement with E. T. & L. Corporation to install a landfill cap over approximately 7.2 acres of the Phase 1 Ash Area at the Hartford Landfill, substantially as presented and discussed at this meeting.

**Connecticut Resources Recovery Authority  
Contract Summary for Contract  
Entitled**

**Hartford Landfill Phase 1 Ash Area  
Partial Closure**

Presented to the CRRA Board on: June 28, 2007

Vendor/ Contractor(s): E. T. & L. Corporation

Effective date: Upon Execution

Contract Type/Subject matter: Public Bid/Construction

Facility (ies) Affected: Hartford Landfill

Original Contract: None (this is initial contract)

Term: 90 days from Notice to Proceed

Contract Dollar Value: \$2,288,825

Amendment(s): Not Applicable

Term Extensions: Not Applicable

Scope of Services: Installation of approximately 7.2 acres of landfill cap in the Phase 1 Ash Area of the Hartford Landfill.

Other Pertinent Provisions: None

# **Connecticut Resources Recovery Authority Mid-Connecticut Project - Hartford Landfill Phase 1 Ash Area Partial Closure**

*June 28, 2007*

## **Executive Summary**

Modification to Permit 064-4(L) requires CRRA to install a membrane cap over the Phase 1 Ash Area ("Ash Area") of the Hartford Landfill upon the Ash Area reaching its final permitted grade. Approximately 7.2 acres of the approximate 16 acre Ash Area has substantially reached final grade.

This is to request approval of the CRRA Board of Directors for the President to enter into an agreement with E. T. & L. Corporation (E. T. & L.) to install a landfill cap over approximately 7.2 acres of the Ash Area.

## **Discussion**

The Ash Area at the Hartford Landfill receives ash residue from the combustion of refuse-derived fuel at the Mid-Connecticut Resource Recovery Facility. Ash residue consists of bottom ash and fly ash, which are combined and loaded onto trucks that deliver the ash residue to the Ash Area. Historically, ash residue has been generated at the rate of about 170,000 tons per year.

The Ash Area is designed so that ash residue is contained within a monocell, which is lined with a primary and secondary polyethylene (plastic) geomembrane, and equipped with a leachate collection and conveyance system. Leachate is any liquid that drains out of the ash or contacts the ash (such as rain) within the monocell. As leachate is collected on the base liner system, it is directed through a series of pipes, pumps, and force mains to a pre-treatment system prior to being discharged to the sanitary sewer. CRRA is required by permit to operate and maintain this system.

On May 6, 2002, CTDEP issued Consent Order No. WSWDS02011 which among other things, requires CRRA keep a minimum of 50% of the Ash Area covered by an impervious membrane to shunt clean stormwater out of the Ash Area and minimize the production of leachate. Since 2002, CRRA has complied with this requirement by installing and maintaining temporary impervious membrane covers over portions of the Ash Area. The Ash Area is projected to be completely filled to its permitted capacity by



late 2008. Instead of incurring the cost to install another temporary membrane to maintain compliance with this requirement over the next 18 months, CRRA environmental division staff determined that installing the final cap in this area was the most economical option to maintain compliance. The final cap will consist of a state-of-the-art Linear Low Density Polyethylene (LLDPE) impervious membrane with associated drainage features to prevent the infiltration of rain water into the ash monocell. Additionally, the cap will include geotextile fabric and soil layers to protect the membrane and promote drainage and vegetative growth.

In February, 2007, CRRA environmental staff recommended and received approval from CRRA's Board of Directors to employ TRC to provide final construction plans and specifications, a Construction Quality Assurance/Quality Control Plan, and construction inspection and documentation services for the capping and closure of approximately 7.2 acres of the Ash Area.

On or before May 1, 2007, CRRA advertised the project for public bid in the following publications:

- North East Minority News
- Hartford Courant
- Connecticut Post
- Willimantic Chronicle
- New London Day
- New Haven Register

On May 10, 2007, eighteen persons attended the mandatory pre-bid meeting at the Hartford Landfill.

Sealed public bids were received until 3:00 pm on June 5, 2007. At 3:15 pm that day the bids were publicly opened and read aloud. Pursuant to its engineering agreement with CRRA, TRC reviewed the bid pricing of each of the twenty one lump sum items within the bids. CRRA staff also reviewed the bid pricing of each of the bid items. Based on those reviews, neither CRRA staff nor TRC noted any anomalies in the bid prices of any of the bidders.

CRRA staff also checked the references provided by the low bidder, E. T. & L. Staff spoke with three references, each of whom spoke highly of E. T. & L. Comments received from the references included: "I cannot speak highly enough about their work", "We were very happy with the work they did", "They finished the project on time and on budget" "The town delayed the start of the project by two months and they still finished on time and on budget".

Background information provided with the bid indicates E. T. & L. has extensive experience in the construction industry in general and landfill projects in particular. The company was founded in 1945 and has been working on environmental projects such as landfill caps since 1986. In fact, E. T. & L. has completed over sixty landfill closures and lined expansion projects.

After careful review of the bid price submitted by the low bidder, E. T. & L. by both TRC and CRRA environmental staff, and after checking references and experience, both TRC and CRRA environmental staff recommend award of the bid to E. T. & L.

**Financial Summary**

Bids were received from 5 qualified bidders, and are tabulated below from lowest to highest, along with an Engineer's Estimate of the project cost provided by TRC.

Bidder	Bid Price
E. T. & L. Corporation	\$2,288,825
David G. Roach & Sons, Inc.	\$2,396,930
Manafort Brothers, Inc.	\$2,427,752
Empire Paving, Inc.	\$2,481,500
Earth Technology, Inc.	\$2,964,000
TRC Engineer's Estimate	\$2,499,508

This project complies with the State of Connecticut Prevailing Wage Law administered by the Wage and Workplace Standards Division of the Department of Labor.

This activity was contemplated when the FY 2008 capital budget was developed. The funds have been set aside in the Landfill Closure Reserve account for the Hartford Landfill, and will be expended from this account.

**TAB 9**

**RESOLUTION REGARDING TRANSFER STATION HOST COMMUNITY  
AGREEMENT – MID-CONNECTICUT PROJECT**

**RESOLVED:** The President is authorized to execute the Transfer Station Host Community Agreement for the Town of Watertown, substantially as presented and discussed at this meeting.

## TRANSFER STATION HOST COMMUNITY AGREEMENT MID-CONNECTICUT PROJECT

Presented to Board: June 28, 2007

Facility: Mid-Connecticut Project Watertown Transfer Station

Term: 10 years from date of execution

Host Benefit: \$.50 per ton of MSW delivered to the transfer station escalated annually by CPI

Key Provisions: If CRRA seeks a modification of the CTDEP Solid Waste Operating Permit that results in either an increase in the permitted tonnage of waste to be processed or there is an addition of a type of waste that is not currently processed at the transfer station, the host community has the right to request that the contract be reopened for negotiation.

### Discussion

#### *Background Information*

CRRA owns and operates four transfer stations supporting the Mid-Connecticut Project; the Ellington, Essex, Torrington, and Watertown transfer stations. Generally, the transfer stations began operating in the 1987 to 1990 time frame. In response to increasing waste deliveries to the transfer stations over the past decade, CRRA submitted to the CTDEP applications for permit modifications to increase the tons of MSW permitted to flow through each transfer station. *Table 1* provides a summary and status of each of the permit modification applications.

*Table 1 - MSW Tonnage Limits at Mid-Connecticut Project Transfer Stations – As of June 28, 2007*

Transfer Station	Original Permitted Daily Tons	Proposed/Revised Daily Tons	Status of Permit Modification
Ellington	287	560	Approved 5/18/06
Essex	300	710	Pending approval
Torrington	300	650	Approved 4/22/04
Watertown	350	1,170 <sup>1</sup>	Pending approval

Pursuant to Section 22a-270 of the Connecticut General Statutes CRRA is not required to pay taxes or assessments levied by any municipality or political subdivision having taxing powers. In short, CRRA is exempt from paying property taxes or PILOT (among other taxes) to any of the communities hosting a CRRA facility. Despite this tax exempt

<sup>1</sup> CRRA intends to amend its permit modification application to decrease the requested increase in daily MSW deliveries from 1,170 tons to 950 tons.

status, CRRA did take into consideration the best interests of the municipalities that host CRRA's resources recovery facilities and entered into host community PILOT agreements with these municipalities. This is not the case with the Mid-Connecticut transfer stations. With the exception of Watertown<sup>2</sup>, none of the transfer station host communities receive PILOT or other form of host community compensation from CRRA.

As *Table 1* shows, CRRA permit modifications for the Ellington and Torrington transfer stations have been approved. Still pending approval are the permit modifications for the Essex and Watertown stations. When seeking a significant modification to a CTDEP facility permit, CRRA will notify local officials in the host community to apprise them of the change. Subsequent to notifying the towns of Essex and Watertown of the permit modifications, officials of both communities indicated they would object to the respective permit modification unless the towns received monetary compensation. While CRRA could invoke its tax exempt status and refuse to make any form of host community payments, CRRA management believes such a course of action would not be prudent nor fair.

### ***Rational for a Prescribed Compensation Program***

It is possible that moving forward CRRA will from time to time seek additional modifications to the Mid-Connecticut Project transfer station permits. Establishing some form of host community benefit will go a long way toward maintaining the community good will, trust and support needed to get permit modifications and permit renewals through the CTDEP approval process.

Establishment of a host community benefit recognizes that there are impacts to the towns in which the transfer stations are sited, primarily in the areas of increased traffic and wear and tear on local roads, and providing some compensation for these potential impacts.

Pursuant to Section 22a-266 (19) (b) of the General Statutes of Connecticut, “. . . in entering into a contract for a resources recovery facility, solid waste facility, volume reduction plant or solid waste management system, the authority shall consider the best interests of the municipality or region to be served by such facility, plant or system.” Not only is it in the best interests of the municipalities, it is only fair that these host communities receive consideration for the real and personal property located in their communities. Any other business or institution would pay taxes on the assessed value of the property or a PILOT.

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<sup>2</sup> As part of a 1993 Settlement Agreement CRRA, pays to Watertown \$9,000 annually in lieu of maintaining at the transfer station a bulky waste Drop-off Area for use by town residents. Further, in 1993 CRRA entered into a MSA for waste disposal services with the City of Waterbury. In order to provide the City use of the Watertown Transfer Station CRRA entered into a Host Community Agreement with Watertown through which the Town is paid \$0.50 for each ton of municipal solid waste and recyclables delivered to the Watertown Transfer Station by the City of Waterbury.

### ***Form of Prescribed Compensation Program***

To avoid the appearance of arbitrariness or favoritism in the development of host community agreements, CRRA recommends that a proscribed methodology to be consistently applied when calculating PILOT payments for all four Mid-Connecticut Project transfer stations. Therefore, while the parties to this particular Agreement are CRRA and the Town of Watertown, management recommends that, moving forward, the same terms and conditions contained in this Agreement be offered to the other three Mid-Connecticut Project transfer station host communities.

A copy of the proposed **Transfer Station Host Community Agreement** is attached as a part of this package. Please note that the changes made to the Agreement since the Board of Directors reviewed the draft Agreement last fall, have been highlighted in black.

### **Financial Summary**

The Board of Directors approved as part of the FY08 Mid-Connecticut Project budget an appropriation of \$197,000 for the payment of benefits to all four Mid-Connecticut Project transfer station host communities: Watertown \$67,000, Torrington \$47,000, Essex \$45,000, and Ellington \$38,000 (based on 394,000 tons @ \$.50/ton).

## TRANSFER STATION HOST COMMUNITY AGREEMENT

This Transfer Station Host Community Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the "Effective Date"), 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, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 ("CRRA") and Town of Watertown, a municipality and political subdivision of the State of Connecticut, having its principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Municipality").

### PRELIMINARY STATEMENT

CRRA is the owner of a certain piece or parcel of real property (the "Real Property") located at Watertown, Connecticut upon which Property CRRA operates a certain transfer station (the "Watertown Transfer Station"). See **Exhibit A** for a copy of the legal description of the Watertown Transfer Station. CRRA is also the owner of certain personal property used in the operation of the Watertown Transfer Station (the "Personal Property"). CRRA and Municipality entered into a certain Host Community Benefit Agreement executed on or about June 22, 1993 (the "Host Benefit Agreement"), under which CRRA agreed to pay Municipality certain payment(s) in consideration for certain operational changes for the Watertown Transfer Station. CRRA and Municipality entered into a certain Settlement Agreement executed on or about July 1, 1993 (the "Settlement Agreement") under which CRRA agreed to pay Municipality a certain sum of monies in consideration for certain operational changes for the Watertown Transfer Station. CRRA and the Municipality now desire to enter into this Agreement whereby CRRA agrees to make payments to the Municipality in lieu of taxes on the Real Property and Personal Property pursuant to Sections 22a-270 and 22a-270a of the Connecticut General Statutes ("PILOT Payments").

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Municipality hereby agree as follows:

1. **Definitions.** As used in this Agreement, the words and terms listed below shall have the following meanings:
  - (a) "Acceptable Solid Waste" means Solid Waste (**as defined in the Service Contract**) normally collected from households, industrial and commercial establishments for disposal at a sanitary landfill, but does not include (i) Non-Processible Solid Waste (**as defined in the Service Contract**) that has been properly rejected by CRRA or the Municipality at the Watertown Transfer Station in accordance with the Service Contract.
  - (b) "Change In Law" shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date



of this Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) CRRA's performance under this Agreement; or (ii) new financial obligations of CRRA to pay Municipality monies in addition to the CRRA's PILOT Payments

- (c) "PILOT Payments" shall mean payments in lieu of taxes as authorized and permitted pursuant to Sections 22a-270 and 22a-270a of the Connecticut General Statutes.
- (d) "Transfer station" shall have the meaning set forth in the definition provided in Connecticut General Statutes §22a-260 (12).
- (e) "Service Contract" shall mean the solid waste disposal services contract to be entered into between CRRA and the third party haulers under which the third party haulers are authorized to deliver Acceptable Solid Waste to the Watertown Transfer Station.

2. **Representations and Covenants of Municipality.** Municipality represents, warrants and covenants to CRRA that:

- (a) At the time of the execution of this Agreement, Municipality has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by Municipality (1) has been duly authorized by the governing body of the Municipality, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to Municipality or any provisions of Municipality's enabling legislation, by-laws or resolutions. In addition, the signatory to this Agreement for the Municipality has the requisite power, legal authority, and legal right to execute and deliver this Agreement on behalf of the Municipality.
- (c) The execution and delivery of this Agreement by the Municipality, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of Municipality or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Municipality is a party or by which Municipality is bound. This

Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Municipality, enforceable against Municipality in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of Municipality, threatened against Municipality that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by Municipality in connection with the transaction contemplated hereby.
- (e) At the time of the execution of this Agreement, the Watertown Transfer Station is in compliance with all applicable codes, regulations and ordinances of the Municipality, including without limitation building, electrical, fire, health and safety and zoning codes.

3. **Representations and Covenants of CRRA.** CRRA represents, warrants and covenants to Municipality that:

- (a) At the time of the execution of this Agreement, CRRA has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's enabling legislation, by-laws or resolutions. In addition, the signatory to this Agreement for the CRRA has the requisite power, legal authority, and legal right to execute and deliver this Agreement on behalf of CRRA.
- (c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its

terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.
- (e) Throughout the term of this Agreement, CRRA agrees to operate the Watertown Transfer Station in accordance with all applicable municipal, state, and federal laws, regulations, and rules.

4. **Host Community Benefits and PILOT Payments.**

- (a) CRRA operates the Watertown Transfer Station in the Municipality and CRRA desires to provide PILOT Payments to the Municipality. From the Effective Date until the expiration of one calendar year (the "Base Year"), CRRA's PILOT Payment shall be \$\_\_\_\_\_ 0.50 for each ton of Acceptable Solid Waste that is accepted and processed at the Watertown Transfer Station.
- (b) For each year succeeding the Base Year ("Succeeding Year"), CRRA's Pilot Payment shall be adjusted upward if the cost of living index as provided herein discloses an increase in the cost of living, according to the United States Consumer Price Index. Such Pilot Payment shall be adjusted upward by the percent which such price index has moved since the prior year, to be determined on the annual anniversary of the Effective Date, provided that no increase in any Succeeding Year shall be more than three per cent. The United States Consumer Price Index as of the Effective Date of this Agreement as represented by the United States Department of Labor, Bureau of Statistics for the United States area, is agreed by the parties to stand at \_\_\_\_\_, as of \_\_\_\_\_, 2007.
- (bc) The PILOT Payments shall be due and payable to the Municipality on a monthly basis after CRRA receives and approves the monthly written tonnage figures from the Watertown Transfer Station. Within forty-five (45) days after CRRA approves each month's written tonnage figures, CRRA shall forward the Municipality the applicable monthly PILOT Payment.
- (ed) If a Change In Law takes effect and CRRA is obligated to provide new monies to Municipality above and beyond CRRA's PILOT Payment, then CRRA shall deduct from the amount of CRRA's PILOT Payment

any new payments that CRRA must pay to the Municipality as a result of said Change In Law, unless the law pursuant to which the new monies are authorized specifically mandates that such funds are in addition to any PILOT Payments received by the Municipality pursuant to a written agreement. If the new payments as a result of the Change In Law are in excess of CRRA's PILOT Payment, then CRRA shall not be obligated to pay any of CRRA's PILOT Payments.

5. **Termination of Existing Agreements.**

Upon the Effective Date herein, CRRA and the Municipality hereby agree that the Host Benefit Agreement as detailed in the Preliminary Statement herein shall terminate immediately and be of no further legal force and effect. Upon the Effective Date herein, CRRA and the Municipality hereby agree that CRRA's payment obligations in the Settlement Agreement as detailed in the Preliminary Statement herein shall terminate immediately; however, all other terms and conditions of the foregoing Settlement Agreement shall remain in full legal force and effect.

6. **Term of Agreement.**

- (a) The term of this Agreement shall begin on the Effective Date hereof and shall terminate on \_\_\_\_\_, 2021<sup>7</sup>. However, CRRA may elect to terminate this Agreement upon the occurrence of one of the following events: (i) the Watertown Transfer Station is closed, deemed inoperable, or no longer used as a transfer station; (ii) CRRA sells or in any way transfers its ownership interest in the Watertown Transfer Station; (iii) CRRA no longer operates the Watertown Transfer Station; (iv) the Municipality shall cause to be enacted or amended any zoning regulations, restrictions, rules, or ordinances or any other regulations that shall materially adversely affect CRRA's use and enjoyment of the Watertown Transfer Station; or (v) CRRA is unable to obtain any Municipal Permit (as defined in Paragraph 10. below) necessary to operate the Watertown Transfer Station.

7. **Transfer Station Permits.**

- (a) During the term of this Agreement, CRRA may be required to obtain Connecticut Department of Environment Protection ("CTDEP") permit renewals and possibly other new CTDEP permits to operate the Watertown Transfer Station (the "CTDEP Permits"). The

Municipality acknowledges and agrees that all such CTDEP Permits are required to operate the Watertown Transfer Station in accordance with this Agreement. Therefore, and in consideration of receiving CRRA's PILOT Payments, the Municipality shall support any applications for said CTDEP Permits by CRRA that are required to operate the Watertown Transfer Station.

(b) In the event that CRRA seeks a modification of the CTDEP Solid Waste Operating Permit that results in either (i) an increase in the permitted tonnage of waste to be processed at the Watertown Transfer Station; or (ii) the addition of a type of waste that is different from the type of waste currently processed at the Watertown Transfer Station, then CRRA and the Municipality agree to renegotiate the terms of this Agreement to address any material adverse impact that such increase or addition has upon the Municipality.

(b) Upon its signing of this Agreement, the Municipality certifies and attests that the Watertown Transfer Station is currently in compliance with all the regulations, codes, and ordinances of the Municipality. During the term of this Agreement, CRRA may be required to obtain additional municipal permits, licenses and/or zoning approval from the Municipality to operate the Watertown Transfer Station (the "Municipal Permits"). The Municipality acknowledges and agrees that all such Municipal Permits are required to operate the Watertown Transfer Station in accordance with this Agreement. Therefore, and in consideration of receiving CRRA's PILOT Payments, the Municipality agrees that it will provide all necessary assistance to CRRA so that CRRA may secure all permits, licenses or zoning approval that are within the jurisdiction and authority of the Municipality or within the jurisdiction and authority of the Municipality's various departments, agencies, officers, boards or councils, and that are required in order for CRRA to operate the Watertown Transfer Station. The Municipality further agrees that it will designate a specific officer or agent having appropriate experience and authority, whose responsibility it will be to work with CRRA in assuring that CRRA obtains the full cooperation and assistance of the Municipality, subject to the terms of this Agreement and all applicable laws.

8. **Miscellaneous.**

(a) Except for purposes relating to CRRA's financing of its collateral and its security agreement purposes, neither CRRA nor the Municipality shall be permitted to assign or transfer this Agreement to a third party without the prior written consent of the other party, and any such assignment without such prior written consent shall be void.

(b) The parties hereby agree that any controversy arising out of this Agreement or breach thereof shall be submitted to a board of arbitration

consisting of three persons. The board of arbitration shall consist of one person selected by CRRA and one person selected by the Municipality, these two people to select the third person. The arbitrators shall be professionals familiar with the operation of transfer stations or similar entities. All decisions of the arbitrators must be by at least a majority of the arbitrators, and shall be in writing, and shall state the reasons for said decision. The decision of the board of arbitrators shall be binding upon each of the parties. The rules of arbitration of the American Arbitration Association shall be applicable to any arbitration held hereunder, to the extent not otherwise inconsistent herewith.

- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
- (d) This Agreement constitutes the entire Agreement and understanding between the parties hereto concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto concerning the subject matter hereof.
- (e) This Agreement may not be amended, modified or supplemented except by a writing signed by both parties hereto that specifically refers to this Agreement. Any oral representations, letters or any accommodation by any of the parties, shall not in any way create a course of dealing, which changes the terms of this Agreement or modifies this Agreement.
- (f) CRRA and Municipality hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
- (g) The captions contained in this agreement have been inserted for convenience only and shall not affect or be effective to interpret change or restrict the express terms and provisions of this agreement
- (h) Unless specifically provided otherwise in this Agreement, whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require.

IN WITNESS WHEREOF, CRRA and the Municipality have respectively signed this Agreement as of the day and year first above written.

MUNICIPALITY  
TOWN OF WATERTOWN

\_\_\_\_\_

By \_\_\_\_\_

Its  
Duly Authorized

\_\_\_\_\_

CONNECTICUT RESOURCES  
RECOVERY AUTHORITY

\_\_\_\_\_

By \_\_\_\_\_  
Thomas D. Kirk

Its President  
Duly Authorized

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L/LegalContractsForms/MidCT/Host Community Agree Nov 13 2006

**EXHIBIT A**

**LEGAL DESCRIPTION OF WATERTOWN TRANSFER STATION**