

McELROY, DEUTSCH, MULVANEY & CARPENTER/PH, LLP

ATTORNEYS AT LAW

ONE STATE STREET, 14TH FLOOR
HARTFORD, CONNECTICUT 06103-3102
860.522.5175
FACSIMILE: 860.522.2796

RICHARD H. GOLDSTEIN
Direct: 860.241.2642
rgoldstein@pepehazard.com

APPROVED

May 19, 2011

Via Hand Delivery

Ronald E. Gingerich
Development Manager
Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103

RE: Project: General Fund
RFQ No.: 11-LE-001
Contract: Legal Services Agreement

Dear Mr. Gingerich:

Enclosed please find the following materials with respect to the above-referenced award of contract:

1. executed counterparts of the Agreement by and between our firm and the Connecticut Resources Recovery Authority;
2. executed Contractor's Certification Concerning Gifts;
3. executed Affidavit Concerning Consulting Fees;
4. the requested Certificate of Insurance as required under Article 6 of the Agreement; and
5. completed Form W-9 – Request for Taxpayer Identification Number.

If you have any questions or require any further information with respect to this matter, please do not hesitate to call with any questions.

Very truly yours,



Richard H. Goldstein

RHG:gac
Enclosures

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) One State Street, 14th Floor	Requester's name and address (optional)
City, state, and ZIP code Hartford, CT 06103-3102	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
2	2	-	2	4	4	5	1	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Sham Fickel</i>	Date ▶ <i>2011</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am Counsel (title) of
McElroy, Deutsch, Mulvaney & Carpenter, LLP (firm name), an entity duly
formed and existing under the laws of New Jersey (name of state or commonwealth)
("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Legal Services Agreement" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	None	
Name of Consultant's Firm:		
Description of the Basic Terms of the Consulting Agreement:		
Brief Description of the Services Provided:		
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.		
Name of Former Agency:		
Date Employment Terminated:		

By (Signature): Richard H. Goldstein

Name (Print): Richard H. Goldstein

Title: Counsel

Sworn to before me this 19th day of May 20 11

Cathy H. Ouellette
Notary Public/Commissioner of the Superior Court

CATHY H. OUELLETTE
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2015
Commission Expiration Date



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

LEGAL SERVICES

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, Alfred A. Turco, a duly authorized officer and/or representative of McElroy, Deutsch, Mulvaney & Carpenter, LLP (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Legal Services Agreement" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between January 1, 2011 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

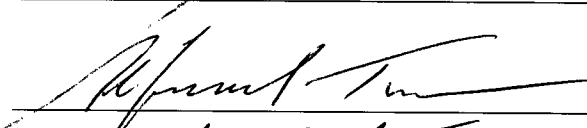
5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Laurie Hunt, Director of Legal Services

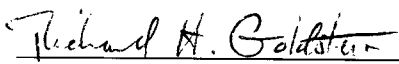
TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: 
 Name (type/print): ALFRED A. TURCO
 Title: NEW ENGLAND OFFICE MANAGING PARTNER
 State Of: CONNECTICUT
 County Of: HARTFORD

Alfred A. Turco, being fully sworn, deposes and says that he/she is the New England Office Managing Partner (Title) of McElroy Deutsch Mulvaney & Carpenter LLP (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this 18 day of May 2011


 Notary Public/Commissioner of the Superior Court

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/17/2010
PRODUCER Frenkel & Company 350 Hudson Street, 4th Floor New York, NY 10014	(212) 488-0200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED McElroy, Deutsch, Mulvaney, & Carpenter LLP McElroy, Deutsch, Mulvaney & Carpenter/P&H, LLP 1300 Mount Kemble Avenue PO Box 2075 Morristown, NJ 07962-2075		INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. 29424 INSURER B: NJM Insurance Company 12122 INSURER C: Hartford Insurance Company of the Midw 00914 INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADOL	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	10UUNAG4753	6/4/2010	6/4/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C1033356	5/21/2010	5/21/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A				EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	10XHUA3868	6/4/2010	6/4/2011	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$ \$
C				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	10WBRT9114	6/4/2010	6/4/2011	<input checked="" type="checkbox"/> WC/STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Connecticut Resources Recovery Authority is included as additional insured under General Liability coverages as required by written contract or agreement.

CERTIFICATE HOLDER Connecticut Resources Recovery Authority Lynn Martin, ARM, AIC, AIS 100 Constitution Plaza, 8th Floor Hartford, CT 06103-1722	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Laura L. Lino</i>
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NOTICE OF AWARD

TO: Richard Goldstein
McElroy, Deutsch, Mulvaney & Carpenter, LLP
One State Street, 14th Floor
Hartford, Connecticut 06103

PROJECT: General Fund

RFQ NUMBER: 11-LE-001

CONTRACT: Legal Services Agreement

The Connecticut Resources Recovery Authority ("CRRA") has considered the Statement Of Qualifications submitted by you dated March 2, 2011 in response to CRRA's Notice To Firms – Request For Qualifications for legal services, which services are more particularly described in the "Legal Services Agreement" (the "Services").

You are hereby notified that your Statement Of Qualifications has been accepted for performing the following Category(ies) of Services from time to time as the same may be requested by CRRA:

- (a) Construction Law; and
- (b) Litigation.

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Notices" Section (Section 7.8, Page 20) of the Agreement, signing the Agreement (Page 22), printing the signer's name under the signature line (Page 22) and printing the signer's title following the word "Its" (Page 22);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;

- (c) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (d) Deliver to CRRA the requisite certificates of insurance as specified in Article 6 of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement. For example, if the Agreement specifies automobile insurance for “any” vehicles, the “any” vehicle box on the certificate must be checked];
- (e) Complete and deliver to CRRA the attached Form W-9, “Request for Taxpayer Identification Number and Certification;” and
- (f) If the remittance address/contact information for the Services is different from the address/contact information indicated on Page 1 of this “Notice of Award,” provide such remittance address/contact information in the following table;

Contractor Name:	
Remittance Contact:	
Title:	
Street Address:	
Street Address:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

- (g) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (g) above, CRRA will be entitled to consider all your rights arising out of CRRA’s acceptance of your Statement Of Qualifications as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA at the following address:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Ronald Gingerich

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA.

Dated this 12th day of May, 2011.

Connecticut Resources Recovery Authority

By: 
Ronald E. Gingerich
Title: Development Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this 17 day of May, 2011.

By:

Signature: Richard H. Goldstein
Name (print/type): Richard H. Goldstein
Title: Counsel

LEGAL SERVICES AGREEMENT

BETWEEN
CONNECTICUT RESOURCES RECOVERY
AUTHORITY
AND
MCELROY, DEUTSCH, MULVANEY &
CARPENTER, LLP

120106-MCELROY, DEUTSCH,
MULVANEY & CARPENTER, LLP
- LEGAL SERVICES AGREEMENT, JULY 1, 2011 TO
JUNE 30, 2014

CONTRACT
120106
C. R. R. A.

Dated as of July 1, 2011

LEGAL SERVICES AGREEMENT

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EXHIBIT A: Scope Of Services

EXHIBIT B: Request For Services – Standard Format

EXHIBIT C: Compensation Schedule

EXHIBIT D: CRRA Travel And Expense Policy

EXHIBIT E: Monthly Bill Format – Additional Services

EXHIBIT F: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective
State Contractors Of Campaign Contribution And Solicitation Ban

EXHIBIT G: Affidavit Of Third Party Fees

EXHIBIT H: Affidavit Concerning Nondiscrimination

EXHIBIT I: Affidavit Concerning Consulting Fees

EXHIBIT J: Contractor's Certification Concerning Gifts

EXHIBIT K: President's Certification Concerning Gifts

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of this 1st day of July, 2011 (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, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “CRRA”) and **MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP**, having a principal place of business at One State Street, 14th Floor, Hartford, Connecticut 06103 (hereinafter “Consultant”).

PRELIMINARY STATEMENT

WHEREAS, CRRA is the owner or lessee of certain pieces and parcels of real property located throughout the State of Connecticut (collectively, the “Properties”) upon which Properties CRRA owns and operates various solid waste management and/or disposal facilities (collectively, the “Facilities”); and

WHEREAS, CRRA now desires to enter into this Agreement with Consultant in order to have Consultant render certain legal services for CRRA in with the Contract Documents (the “Project”;

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the Statement Of Qualifications due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), Notice To Firms – Request For Qualifications, Instructions To Firms, Addenda, Consultant’s Statement Of Qualifications (including all documentation accompanying such Statement Of Qualifications, all other documentation submitted in connection with such Statement Of Qualifications, and all post-Statement Of Qualifications documentation submitted prior to the Notice Of Award), Notice Of Award, and any written amendments to any of the Contract Documents.
- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal,

state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.

- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful Statement Of Qualifications submitter which states that CRRA has accepted such submitter’s Statement Of Qualifications and sets forth the remaining conditions that must be fulfilled by submitter before CRRA executes the Agreement.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) 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;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) 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 terms of provisions of this Agreement.

2. SCOPE OF SERVICES

2.1 Independent Legal Services

CRRA retains Consultant to render certain independent legal services to CRRA as detailed in **Exhibit A** attached hereto and made a part hereof (collectively, the “Services”) and as identified as the following category(ies):

- (a) Construction Law; and
- (b) Litigation.

2.2 Direction of Services

CRRA may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant’s performance of the Services hereunder.

2.3 Performance And Completion Of Services

Consultant agrees to perform the Services as an independent Consultant, consistent with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Consultant;
- (b) The Contract Documents;
- (c) Sound legal practices;
- (d) The highest prevailing applicable professional level of care and skill exercised by members of the legal field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and
- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

Items (a) through (f) above are hereinafter collectively referred to as the “Standards.”

2.4 Lobbying And Paying Finder’s Fees

Pursuant to the *Connecticut General Statutes*, CRRA is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder’s fee for any Services provided to CRRA. Therefore, Consultant shall not provide CRRA any lobbying services, or receive, pay, or distribute any finder’s fees under this Agreement.

2.5 Access

In the event that Consultant requires access to any Facility or Property in order to perform any of the Services hereunder, CRRA hereby grants to Consultant, during the Facilities' normal hours of operation, access to only those areas of the Properties necessary for Consultant to perform the Services hereunder, provided that:

- (a) Consultant shall not interfere with any other operations or activities being conducted at such Facility or on such Property by either CRRA or any other person or entity;
- (b) Consultant directly coordinates with an Authorized Representative of CRRA (as hereinafter defined) on such access; and
- (c) Consultant is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Consultant herein if Consultant fails to comply with any of the foregoing conditions of access.

2.6 Authorized Representative Of CRRA

Consultant will only perform Services upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms "Authorized Representative of CRRA" or "Authorized Representative" shall mean CRRA's President (the "President"), CRRA's Director of Legal Services (the "Director Of Legal Services") or any person designated in writing to Consultant by the President or the Director Of Legal Services. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA. CRRA and Consultant shall from time to time mutually agree on the method and manner of performing such Services.

2.7 Specific Services Request For Services

At its discretion, CRRA, through an Authorized Representative, shall require that prior to undertaking work on a specific task, Consultant and an Authorized Representative mutually agree in writing upon a detailed Scope of Services required for such task, together with an estimate of the time, cost, and expenses for such Services. CRRA will request performance of such Services by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Services described in such Request in accordance with the terms of this Agreement and such Request. If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services, Consultant will promptly notify CRRA in writing of such change and shall not incur any costs or expenses exceeding those specified in the Request without prior written authorization from an Authorized Representative. CRRA shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in

such Request unless specifically authorized in advance and in writing by an Authorized Representative.

2.8 Progress Reports

If requested by CRRA, Consultant agrees to provide a progress report to CRRA by the 10th day of each calendar month for the Services which Consultant is performing. The report is to contain the following information in the format given:

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;
- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;
- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

2.9 Confidential Work Product

Consultant shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for its own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Consultant while performing Services under this Agreement shall be owned solely and exclusively by CRRA and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of CRRA. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA. However, Consultant acknowledges that CRRA is subject to the Connecticut Freedom of Information Act and CRRA must disclose certain documents in accordance with said statutes.

2.10 Restrictions On Parties

This Agreement shall not be construed to restrict either CRRA or Consultant from entering into other consulting agreements similar to this one with other parties, provided however

Consultant shall not render services to another which would either be in conflict with the interests of CRRA or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or subcontract any of the Services to be performed hereunder without the prior written consent of the Authorized Representative.

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

For the purposes of this Agreement, the term “fiscal year” shall mean the twelve (12) month period from July 1st through the following June 30th.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2012 (which begins July 1, 2011), Consultant shall be paid by CRRA on the basis set forth on **Exhibit C** attached hereto and made a part hereof.

For Fiscal Year 2013 (which begins July 1, 2012), the rates set forth in **Exhibit C** may be modified by Consultant by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the “Index”), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2014 (which begins July 1, 2013), Consultant shall be paid by CRRA based upon the rates at which Consultant was paid by CRRA during Fiscal Year 2013; provided, however, that such rates may be modified by Consultant in the manner set forth in the immediately preceding paragraph.

All Services provided by Consultant to CRRA must be approved in advance by the President of the Director of Legal Services. Any Services rendered by Consultant that were not approved in advance by the President of the Director of Legal Services shall NOT be paid by CRRA even if said Services were requested by other CRRA staff.

CRRA will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Out of pocket expenses shall be reimbursed at cost provided they are consistent with CRRA’s Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit D**, except that Consultant will be deemed to have met CRRA’s “Receipt” requirements of such document if Consultant provides to CRRA with each billing

- (a) Receipts for all items greater than or equal to \$25 and

- (b) Copies of the Consultant's expense forms itemizing expenses incurred in providing Services to CRRA.

Disbursements will be reimbursed at the Consultant's cost.

Consultant shall not be compensated for any time spent preparing any billing documentation, or any information requested by CRRA's in house accountants/auditors or outside auditors, State of Connecticut auditors, or CRRA in house accounting department, or related materials.

3.2 Bill Format

Consultant shall render a bill to CRRA each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;
- (d) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
- (e) The time period covered by the bill;
- (f) The project name and number to be charged;
- (g) The contract number for this Agreement (to be provided by CRRA); and;
- (h) The request for services identification number, if appropriate.

The identification codes of each attorney, paralegal, etc. must appear with each service item listed.

Consultant shall not carry forward balances. If a previous bill is unpaid, Consultant shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

Bills shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at Consultant's cost.

The minimum billing increment to be used is one-tenth (0.10) of an hour. CRRA requires that all time to be computed on this basis and be exact to within the nearest tenth of an hour.

The use of a higher increment (e.g., 0.25) or “rounding” of times will be appropriately reduced from the bill. Consultant may not unit-bill CRRA for telephone calls and for reviewing or drafting correspondence, i.e., reviews of correspondence always billed at a minimum of 0.5 hours or telephone calls at 0.3 hours. CRRA will pay only for actual legal work to the nearest 0.10 hours.

The last page of the invoice must show:

- (a) The identification of each service provider
- (b) Their hourly rate
- (c) Total hours billed on the invoice
- (d) Total amount charged for their service.

The format for all monthly bills is attached hereto as **Exhibit E** and made a part hereof.

3.3 Payment Procedure

If CRRA determines, in its sole discretion, that

- (a) The Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Consultant is not in default hereunder,
- (c) CRRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then CRRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however,

- (a) CRRA determines that any of the Services for which Consultant has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Consultant is in default hereunder,

then CRRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Consultant and Consultant shall, if requested by CRRA, immediately take, at Consultant's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards, and CRRA shall have no obligation to pay Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Consultant, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

Consultant's acceptance of an assignment from CRRA will be deemed as Consultant's agreement to conform to CRRA's billing policies and procedures.

3.4 Accounting Obligations

Consultant shall maintain books and accounts of the costs incurred by Consultant in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.5 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Consultant, nor be withheld from payment to Consultant by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Consultant hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

3.6 State of Connecticut Taxes

Pursuant to Section 22a-270 of the Connecticut General Statutes (as the same may be amended or superseded from time to time), CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Consultant shall not include in the fees, and Consultant shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Consultant has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Consultant should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (“DRS”) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services or Additional Services contemplated by this Agreement, and whether or not there is a mechanism available to Consultant for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services or Additional Services contemplated by this Agreement.

Consultant and CRRA agree that Consultant is and shall act as an independent contractor. Notwithstanding Consultant’s status as an independent contractor, but without limiting Consultant’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services and any Additional Services, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Consultant has agreed to act, as CRRA’s agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services and any Additional Services hereunder for the account of CRRA, and with funds provided as reimbursement therefore by CRRA.

3.7 Audit

CRRA reserves the right to review the reasonableness of all bills and expenses as they are billed to CRRA by Consultant. Upon reasonable notice from CRRA, Consultant agrees to allow CRRA to audit Consultant’s files pertaining to CRRA’s cases assigned to Consultant. Any such audit will be conducted on Consultant’s premises and Consultant will be expected to produce any pertinent file information requested including Consultant’s time and expense records.

For an audit, Consultant firm shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each attorney’s original bills and time slips for the services;
- (c) A list of hourly rates for each attorney handling the matter;
- (d) A detailed explanation of Consultant’s billing methods; and
- (e) Consultant’s trial, motion and deposition calendar subject to applicable privileges.

CRRA reserves the right to seek reimbursement of inappropriately billed time or expenses.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated in accordance with the terms hereof, on June 30, 2014.

4.2 Time Is Of The Essence

CRRA and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant's performance of the Services hereunder. Accordingly, upon Consultant's receipt and acceptance of a Request, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the completion date set forth in such Request, if any.

4.3 Termination

This Agreement may be terminated by either CRRA or Consultant upon at least thirty (30) days advance written notice, except that Consultant shall have no right to terminate until all Services have been completed to the satisfaction of CRRA, unless applicable rules of professional responsibility permit termination and if so, Consultant will allow CRRA to obtain substitute counsel before withdrawing from representation.

Upon receipt of such written notice from CRRA, Consultant shall immediately cease work on any and all CRRA matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
 - (1) CRRA has determined that such Services have been performed by Consultant in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by CRRA;
 - (3) Consultant is not in default hereunder; and,
 - (4) Consultant has performed all its obligations under this Section 4.3 to CRRA's satisfaction, and
- (b) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Consultant in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

Consultant shall transmit to CRRA originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative.

4.4 Records And Documents

Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA and shall make them available for inspection and audit by CRRA. Consultant's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Consultant's Indemnity

Consultant shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damages to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, or (b) Consultant or any of its directors, officers, employees, agents or sub-consultants, or (c) any other person, to the extent any such injuries, damages or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Consultant or any of its directors, officers, employees, agents or sub-consultants. Consultant further undertakes to reimburse CRRA for damages to property of CRRA caused by Consultant or any of its directors, officers, members, partners, employees, agents or sub-consultants. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Consultant, its agents, employees or subcontractors.

CRRA reserves the right to alter or to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Section 6.1.

Prior to execution of a Specific Request For Services pursuant to Section 2.7 of this Agreement, CRRA may elect to increase the dollar amounts of the minimum coverage limits of some or all of the insurance required based on the specific scope of services outlined in the Request For Services. In such event, Consultant shall comply with the Specific Request For Services requirements.

6.1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability written on an Occurrence policy form;
- (b) Automobile Liability insurance Combined Single Limit;
- (c) Workers' Compensation insurance as required by the State in which work is being done;
- (d) Employers' Liability insurance;
- (e) Excess/Umbrella Liability insurance; and
- (f) Lawyers' Professional Liability insurance.

6.1.2 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (a) General Liability
 - \$1,000,000 Each Occurrence;
 - \$2,000,000 General Aggregate;
 - \$2,000,000 Products-Completed Operations Aggregate; and
 - \$1,000,000 Personal and Advertising Injury.
- (b) Automobile Liability:
 - \$500,000 per accident for bodily injury and property damage;
 - include Owned, Hired, and Non-Owned Auto Liability.
- (c) Workers' Compensation:
 - Statutory Limits.
- (d) Employers' Liability:

\$500,000 Each Accident;
\$500,000 Disease-Policy Limit; and
\$500,000 Disease-Each Employee.

(e) Excess/Umbrella:

\$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

(f) Lawyers' Professional Liability:

\$5,000,000 Each Occurrence.

6.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible or self-insured retention, Consultant shall pay such deductible or self-insured retention.

6.3 Other Insurance Provisions

All policies are to contain, or be endorsed to contain, the following provisions:

- (a) CRRA needs to be included as additional insured on all liability insurance including General Liability, Excess Liability (if Excess Liability is used to meet the limits) and Automobile Liability. The General Liability Additional Insured endorsement must include "on-going operations" and "completed operations" coverage for the additional insured.
- (b) CRRA must be notified within two (2) business days of any proposed cancellation of the policies.
- (c) Consultant's insurance must be primary and no contributions shall be permitted from any insurance or self-insurance of CRRA.
- (d) Consultant waives, and requires their insurers to waive by endorsement, subrogation rights against CRRA for losses and damages incurred under the insurance policies required by the subcontract agreement.

6.4 Acceptability of Insurance

Insurance companies must be rated A-VII or better by A.M. Best. Insurance carriers should be lawfully authorized to do business in the jurisdiction where the work is being performed, unless otherwise approved by CRRA.

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

6.5 Verification of Coverage

No work will be performed by Consultant until a certificate of insurance is submitted complying with all these insurance requirements.

6.6 Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

7. MISCELLANEOUS

7.1 Non-Discrimination

Consultant agrees to the following:

- (a) Consultant agrees and warrants that in the performance of the Agreement Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Consultant further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Consultant that such disability prevents performance of the Services involved;
- (b) Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of Consultant, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the “Commission”);

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

7.2 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit F** [SEEC Form 11].

7.3 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

7.4 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

7.5 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

7.6 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.7 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

7.8 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Director of Legal Affairs

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

(b) If to Consultant:

McElroy, Deutsch, Mulvaney & Carpenter, LLP
One State Street, 14th Floor
Hartford, Ct. 06103
Attention: Richard H. Goldstein

7.9 Benefit and Burden

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

7.10 Severability

CRRA and Consultant 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.

7.11 Small Contractor Application

At the request of CRRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

7.12 Whistleblower Protection

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

7.13 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

7.14 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit F [SEEC Form 11].

7.15 Affidavit of Third Party Fees

At the time the Consultant submitted its Statement Of Qualifications to CRRA, it simultaneously executed a document entitled Affidavit Of Third Party Fees and said document is attached hereto and made a part of this Agreement as Exhibit G.

7.16 Affidavit Concerning Nondiscrimination

At the time the Consultant submitted its Statement Of Qualifications to CRRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as Exhibit H.

7.17 Affidavit Concerning Consulting Fees

At the time of Consultant's execution of this Agreement, Consultant simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as Exhibit I.

7.18 Contractor's Certification Concerning Gifts

At the time of Consultant's execution of this Agreement, Consultant simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit J.

7.19 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit K.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: TDK
Thomas D. Kirk
Its President
Duly Authorized

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

By: Richard H. Goldstein
Richard H. Goldstein [Print/Type Name]
Its Counsel [Title]
Duly Authorized

EXHIBIT A

To

LEGAL SERVICES AGREEMENT

SCOPE OF SERVICES

SCOPE OF SERVICES

The following are the Categories of Services.

1. General Counsel Services

The following are examples of the areas covered by General Counsel Services category:

- (a) Complex commercial contract preparation
- (b) Commercial taxation – federal, state and local
- (c) Commercial finance
- (d) Commercial insurance
- (e) Equal employment opportunity, affirmative action and minority contracting
- (f) OSHA
- (g) Corporate governance, compliance with enabling legislation, internal organizational regulations, bylaws, etc.
- (h) Administrative Proceedings

2. Environmental Law Services – Federal, State and Local

The following are examples of the areas covered by the Environmental Law Services category:

- (a) Department of Environmental Protection proceedings
- (b) Air pollution control
- (c) Water pollution control
- (d) Solid waste management
- (e) Hazardous waste management
- (f) Federal Comprehensive Environmental Response, Compensation and Liability Act
- (g) Federal Community Right to Know
- (h) Federal Toxic Substances Control Act
- (i) Noise Abatement
- (j) Connecticut Siting Council
- (k) Inland wetlands
- (l) Coastal management and tidal wetlands

- (m) Water diversion
- (n) Connecticut Environmental Protection Act
- (o) Environmental auditing
- (p) Environmental impact statements
- (q) Risk Assessment
- (r) Site assessment and Connecticut Super Lien

3. Real Estate/Planning And Zoning Services

The following are examples of the areas covered by the Real Estate/Planning And Zoning Services category:

- (a) Commercial real estate acquisition
- (b) Site assessment and Connecticut Super Lien
- (c) Eminent domain
- (d) Complex easements
- (e) General commercial zoning – zone changes, variances, special permits, site plan review
- (f) Inland wetlands
- (g) Local coastal site plan review

4. Energy Law/Department of Public Utility Control Services

The following are examples of the areas covered by the Energy/Department of Public Utility Control Services category:

- (a) Electrical sales contracts
- (b) Steam sales contracts
- (c) Cogeneration
- (d) Department of Public Utility Control proceedings
- (e) Federal Energy Regulatory Commission proceedings

5. Construction Law Services

The following are examples of the areas covered by the Construction Law Services category:

- (a) Construction contract drafting and interpretation
- (b) Construction litigation, arbitration and alternative dispute resolution

- (c) Changes orders and amendments
- (d) Fixed price and cost plus contracts
- (e) Construction escalation factors

6. Litigation Services

The following are examples of the areas covered by the Litigation Services category:

- (a) General litigation, arbitration and alternative dispute
- (b) Collections
- (c) Eminent domain
- (d) Tax appeals
- (e) Contract and commercial litigation
- (f) Freedom of Information Act

7. Employment Law Services

The following are examples of the areas covered by the Employment Law Services category:

- (a) General Employment Issues
- (b) Employment hearings and litigation
- (c) Labor relations

8. Solid Waste Industry Legal Services

The following are examples of the areas covered by the Solid Waste Industry Legal Services category:

- (a) Counsel on general solid waste industry issues
- (b) Counsel on solid waste hauling and disposal contracts
- (c) Counsel on economic flow control issues
- (d) Assistance in negotiations with solid waste haulers regarding solid waste disposal agreements and transportation agreements
- (e) Counsel on intrastate rail transportation of solid waste
- (f) Counsel on industry trends in collection and disposal of residential and commercial solid waste
- (g) Counsel on industry trends in collection and disposal of residential and commercial recyclables

- (h) Counsel on contracts for the hauling, disposal, and marketing of recyclables
- (i) Assistance in development of solid waste facilities, including but not limited to, transfer stations, rail haul facilities, and waste-to-energy facilities
- (j) Assistance in negotiations with waste-to-energy facility owners and/or operators

9. Contract Law Services

Small firms/solo practitioners are encouraged to submit SOQs for this Category of Services.

The following are examples of the areas covered by the Contract Law Services category:

- (a) Advice regarding existing contracts and contractual matters
- (b) Draft and negotiate new contracts, amendments, etc.
- (c) Review RFB/P/Q packages for statutory and policy compliance

A firm/solo practitioner that wishes to be considered for this Category of Services should have the ability to be present in CRRA's offices at least a couple of hours per week.

10. Bond Counsel Services

Consultant shall provide CRRA Bond Counsel legal services in connection with T exempt and taxable financings, resource recovery facility, recycling project, and related financings.

The following are examples of the areas covered by the Bond Counsel Services category:

- (a) Advise CRRA in structuring general obligation and revenue debt issuances including tax-exempt and taxable financings, credit-enhanced financings, financings incorporating derivative structures and other forms of debt financings.
- (b) Draft or review legal documentation necessary to issue debt including, as appropriate, resolutions, the official statement, notice of sale and bid form, bond purchase agreement and tax regulatory agreement.
- (c) Render unqualified legal opinions concerning the validity and the tax-exempt status of CRRA's debt issuances.
- (d) Prepare and distribute closing documentation and coordinate and conduct the closing of bond, note or other financing transactions.
- (e) Seek, on behalf of CRRA, any necessary opinions, letter rulings or other documentation from the Internal Revenue Service or other bodies.
- (f) Provide sophisticated legal advice on federal tax matters including, but not limited to, reimbursement, arbitrage and private activity.

- (g) As necessary, assist CRRA in resolving issues regarding CRRA's debt that are raised by bondholders, rating agencies or public officials.
- (h) Advise CRRA in day-to-day questions regarding the interpretation of the outstanding bond indentures.

EXHIBIT B

To

LEGAL SERVICES AGREEMENT

**REQUEST FOR SERVICES –
STANDARD FORMAT**



REQUEST FOR SERVICES

[DATE]

[NAME OF CONTACT FOR CONSULTANT]
[NAME OF CONSULTANT]
[ADDRESS 1 OF CONSULTANT]
[ADDRESS 2 OF CONSULTANT]

**Re: Legal Services Agreement
Request for Services**

Dear _____

This Request will authorize you to provide the Services described below in accordance with the terms and conditions of the "Legal Services Agreement" dated July 1, 2011 between CRRA and you.

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

1. Scope of Services

[PROVIDE DETAILS]

2. Estimated Time of Performance

[PER CONSULTANT]

3. Estimated Costs

[PER CONSULTANT]

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

Sincerely,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Title: _____

Accepted and agreed to under the terms of the
Legal Services Agreement
dated July 1, 2011

[CONSULTANT NAME]

By: _____
Title: _____

STANDARD FORMAT

EXHIBIT C

To

LEGAL SERVICES AGREEMENT

COMPENSATION SCHEDULE



PAYMENT RATE SCHEDULE FORM

Name of Firm	McElroy, Deutsch, Mulvaney & Carpenter, LLP
Name of RFQ	Legal Services

Each SOQ submitter must submit the information requested on the forms on the following pages.

1. Billing Rates

In the Billing Rates Table on Page 4, the firm must list staff level, name, title and hourly billing rate for each lawyer in the firm who would be assigned to work with CRRA. Only the attorneys listed here will be authorized to work on CRRA matters unless other attorneys are specifically authorized by CRRA. If your firm has discounted rates for government entities, such as CRRA, those rates should be listed. Indicate on an attached sheet any other specialized billing arrangements you will make available to CRRA.

For the services rendered and expenses incurred under this Agreement during Fiscal Year 2012 (which begins July 1, 2011), the firm shall be paid by CRRA on the basis set forth in the Billing Rates Table.

For Fiscal Year 2013 (which begins July 1, 2012), the rates set forth in the Billing Rates Table may be modified by the firm by the lesser of (i) four (4%) percent, or (ii) the percentage change under the United States Consumer Price Index for all Urban Consumers (Cross Classification of Region and Population Size Class), published by the Bureau of Labor Statistics, United States Department of Labor (the "Index"), which change shall be calculated as follows: the annual adjustment shall be calculated by adding to the rates payable for the immediately preceding fiscal year the amount obtained by multiplying such rates by the percentage change between the Index for June of the fiscal year immediately prior to such immediately preceding fiscal year and the Index for June of such immediately preceding fiscal year.

For Fiscal Year 2014 (which begins July 1, 2013), the firm shall be paid by CRRA based upon the rates at which the firm was paid by CRRA during Fiscal Year 2013; provided, however, that such rates may be modified by the firm in the manner set forth in the immediately preceding paragraph.

2. Ancillary Service Rates

In the Ancillary Services Rates Table on Page 5, the firm must provide the rate at which applicable ancillary services are billed, including, but not limited to:

- Paralegal assistance;
- Computer time; and
- Any other services (excluding telephones) for which SOQ submitter routinely bills.

3. General Provisions Regarding Billing and Expenses

The following provisions apply to all of the firm's billing and expenses related to providing Services pursuant to the Contract Documents.

3.1 "Doing Business" Costs

The following items are considered part of the firm's fixed costs of "doing business" and will not be paid for by CRRA.

- Facsimile transmissions.
- Postage.
- Local telephone calls.
- Word Processing.
- Overtime or extra help.
- Delivery of documents (unless the delay is caused by the CRRA.)
- Training of the firm's personnel.
- Secretarial time (regular and irregular functions including scheduling and rescheduling of depositions, conferences, independent medical examinations, calling the court for hearing dates, etc.).
- Lexis/Westlaw research which would be analogous to the maintenance of a law library, and therefore, part of the firm's general overhead not to be charged to clients.
- Intra-office conferencing and memorandums. These functions are administrative, supervisory, instructional or educational in nature and should not be passed on to CRRA. Except that Consultant can bill just once for an intra-office conference.

3.2 Expenses For Which CRRA Will Not Pay

CRRA will not pay for:

- "File creation."
- Attorney rates for functions normally performed by paralegals, law clerks or secretaries.
- Paralegal rates for clerical or secretarial functions.
- Research exceeding three hours per file without prior CRRA approval.
- Excessive revisions of documents.
- Long distance or out-of-state travel unless expressly authorized by the CRRA.
- Photocopy expenses at more than \$0.10 per page. (CRRA must authorize photocopy costs in excess of \$200 for a single job in advance.)
- Any other staff service charges, such as meals, filing, proofreading, regardless of when incurred.
- Computer time (other than computer legal research specifically authorized in advance by the CRRA).
- Time spent in preparing bills to the CRRA.
- More than one attorney at any deposition, hearing or trial unless authorized by the CRRA.
- Litigation budget preparation and revisions.

- File reviews undertaken when files are transferred within the firm from one attorney to another.
- Messenger and Federal Express delivery unless rush is caused by CRRA or is at CRRA's request and then will be billed by weight at standard Federal Express rates.

3.3 *Expenses For Which CRRA Will Pay Actual Costs*

CRRA will pay actual costs for the following:

- Photocopying.
- Long-distance telephone billed at direct-line charge rates.
- Extraordinary postage for a singular mailing exceeding a combined cost of \$1.00 per mailing per file.

3.4 *Expenses For Which CRRA Will Pay Actual Costs If Authorized In Advance*

CRRA will pay actual costs for the following, if authorized in advance:

- Written summarization of expert's reports.
- Legal research that exceeds 3 hours.
- Investigation.
- Computer litigation support services.
- Retention of experts. (Selections and terms of engagement must be pre-approved.)
- Extraordinary travel.

BILLING RATES
(Provide Billing Rates Below)
 (Use Additional Sheets If Necessary)

Staff Level	Name and Title	Hourly Rate
		FY 2012 (07/01/11 – 06/30/12)
Counsel	Richard H. Goldstein	240
Partner	Gary B. O'Connor	260
Partner	James G. Green, Jr.	260
Counsel	Daniel J. Klau	240
Partner	Louis Pepe	260
Partner	David E. Rosengren	260
Partner	Walter W. Simmers	260
Counsel	Gary S. Hammersmith	260
Partner	Bernard E. Jacques	260
Partner	Wendy K. Venoit	260
Counsel	Jean Perry Phillips	240
Partner	Thomas G. Librizzi	260
Partner	Thomas B. Mitchell	260
Partner	James A. Budinetz	260
Partner	James C. Graham	260
Partner	Kristin B. Mayhew	260
Partner	H. James Pickerstein	260
Partner	Douglas M. Poulin	260
Partner	Gary F. Sheldon	260
Partner	Suzanne E. Baldasare	260
Counsel	Calvin F. Woo	240

BILLING RATES
(Continued)

Staff Level	Name and Title	Hourly Rate FY 2012 (07/01/11 – 06/30/12)
Counsel	Brian C. Clifford	240
Associate	Frank Sherer	170
Associate	David W. Case	170
Associate	Joseph B. Schwartz	170
Paralegal	Cathy M. Ouellette	80
Paralegal	Annemarie C. Brown	80
Paralegal	Heidi Zabit	80

ANCILLARY SERVICE RATES
(Provide Rates Below)
(Use Additional Sheets If Necessary)

[illegible]

ANCILLARY SERVICE RATES
(Provide Rates Below)

(Use Additional Sheets If Necessary)

[illegible]

ANCILLARY SERVICE RATES

(Continued Page)

We generally will disburse funds on your behalf for filing fees, overnight deliveries, approved travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses. If you would prefer, in some situations we can arrange for ancillary services to be provided by third-parties with direct billing to you. Fees and expenses of approved experts, consultants, appraisers and local counsel will be billed to you.

ANCILLARY SERVICE RATES

NON-BILLABLE SERVICES

Because McElroy, Deutsch, Mulvaney & Carpenter, LLP has been able to sustain a long standing commitment to public service, the firm is at all times cognizant of the need to efficiently render legal services to public sector clients while respecting budgetary limitations.

One of the ways McElroy, Deutsch, Mulvaney & Carpenter, LLP has been able to control the cost of public sector legal services is to provide, at no charge to the public sector client, services designed to prevent problems before they arise.

The following legal services will be provided to the Authority at no charge:

- The Authority will not be charged for client management services which include assembling of suitable Client Teams in the four substantive areas identified in this proposal;
- The Authority will not be charged for a series of workshops per year in each of the proposed areas of representation;
- The Authority will not be charged for "ramp-up costs" incurred by McElroy, Deutsch, Mulvaney & Carpenter, LLP in assembling and maintaining Client Teams whether or not such Client Teams are utilized by the Authority. The Authority will also not be charged for "ramp-up costs" going forward as new attorneys are added to the Client Team; and
- In the event McElroy, Deutsch, Mulvaney & Carpenter, LLP is selected as General Counsel, the Authority will not be charged for time incurred by firm attorneys attending meetings of the Authority's Board of Directors or its constituent committees.

McElroy, Deutsch, Mulvaney & Carpenter, LLP routinely conducts training sessions in the following areas for public and private sector clients and other members of the community. We would be prepared to do so for the Authority at no charge:

- Sexual Harassment & Training Sessions;
- Drug and Alcohol Testing in the Workplace;
- Progressive Discipline;
- Managing Workers Compensation Claims; and
- At Will Employment

BILLING ARRANGEMENTS

(Continued Page)

McElroy, Deutsch, Mulvaney & Carpenter, LLP is committed to service the public sector, and it discounts the hourly rates it charges to government entities in recognition of that commitment. Those discounted rates are reflected in this proposal. McElroy, Deutsch, Mulvaney & Carpenter, LLP is committed to work as partners with the Authority to resolve legal issues in the most cost efficient manner for the Authority and is prepared to negotiate fee arrangements including hourly rates to achieve that goal. To the extent any other partner, counsel or associate is called upon to provide assistance to the Authority, their respective hourly rate will be same as the hourly rates listed for partners, counsel and associates in each given service category in this proposal.

We propose to provide the Authority with the following discounted hourly rates:

Partners	\$260
Counsel	\$240
Associates	\$170
Paralegals	\$80

Upon reaching certain agreed upon thresholds, we would be prepared to offer the Authority an additional 5% reduction in hourly fees charged to the Authority.

In response to increasing pressures on all public entities to reduce costs and manage within budgets, McElroy, Deutsch, Mulvaney & Carpenter, LLP has worked with various clients to create a number of billing alternatives to achieve these goals. In many cases, we continue to charge clients for services on the basis of hourly rates and expenses. As an alternative for your consideration, we offer to provide services using a single negotiated blended rate. The blended rate would apply to all attorneys in a given service category. Under this arrangement, McElroy, Deutsch, Mulvaney & Carpenter, LLP proposes to provide the Authority with a blended rate for all services provided by attorneys at \$240 an hour.

We have also provided general and special counsel services based upon an annual retainer covering not only all general and other designated matters, but also an agreed upon amount with respect to any individual matters as well. This per matter credit against normal time charges is intended to encourage the client to seek advice on matters at an early stage. The retainer arrangement allows this early interaction without additional cost to the client until there are time charges in excess of the agreed upon per matter credit.

McElroy, Deutsch, Mulvaney & Carpenter, LLP would also be prepared to undertake certain types of work to be performed based upon a fixed fee arrangement with the Authority wherever possible. This would shift the risk of managing within budget to us for appropriate types of legal work. If we are selected to serve as legal counsel to the Authority, we would be pleased to develop budgets and offer fixed fee arrangements for major projects. McElroy,

Deutsch, Mulvaney & Carpenter, LLP has developed the budgeting and case monitoring techniques, supported by computer software and a database experience, which allow us to predict costs for a number of specified work assignments with confidence.

EXHIBIT D

To

LEGAL SERVICES AGREEMENT

CRRA TRAVEL AND EXPENSE POLICY



TRAVEL POLICY AND EXPENSE REPORTING

**BOARD OF DIRECTORS POLICY AND PROCEDURE
NUMBER 032**

**APPROVED BY CRRA BOARD OF DIRECTORS
SEPTEMBER 29, 2005**

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CONNECTICUT RESOURCES RECOVERY AUTHORITY

TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

3.1.1.2 Personal Use Of A Rental Automobile

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

3.2.2 Mileage Calculation

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

3.2.3 Tolls/Parking

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

3.3 Air Travel

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of a business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

4. MEALS

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

5. LODGING

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

6. INCIDENTALS

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

7. PERSONAL EXPENSES

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

8. OTHER BUSINESS EXPENSES

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

10. RECEIPTS

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

11. EXCEPTIONS

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

ORIGINAL

Approved by: Board of Directors
Effective Date: 05/20/04

REVISION 1

Prepared by: Jim Bolduc, Chief Financial Officer
Approved by: Board of Directors
Effective Date: 09/29/05

EXHIBIT E

To

LEGAL SERVICES AGREEMENT

MONTHLY BILL FORMAT

MONTHLY BILL FORMAT

Name of Consultant:			
Contract Number:			
Billing Period:			
Project Name:	Legal Services		
Purchase Order Number:			
Request For Services Number:			

TASK (Insert Task Number and Name; Use a separate set of tables for each task.)

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
Subtotal Personnel					
Ancillary Services/Equipment			Units	Rate	Amount
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
Subtotal Ancillary Services/Equipment					

Subtotal for Task (Insert Task Number)	
---	--

TOTAL (Insert billing period for which bill is being submitted)	
--	--

EXHIBIT F

To

LEGAL SERVICES AGREEMENT

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the following page*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

EXHIBIT G

To

LEGAL SERVICES AGREEMENT

AFFIDAVIT OF THIRD PARTY FEES



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

AFFIDAVIT OF THIRD PARTY FEES (Form A2)

This Affidavit must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor"). The purpose of this Affidavit is to ascertain if the Contractor has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Contractor should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Contractor's subcontractors, if any, are not considered third parties.

I, John Dunlea, a duly authorized officer and/or representative
of **McElroy Deutsch Mulvaney & Carpenter LLP** (firm name)
(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. The Contractor seeks to enter into the "Legal Services Agreement" (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the Agreement are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee ¹
None	None	None	None

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Name (Print): John Dunlea

Title: CFO/COO

Sworn to before me this 28th day of February 20 11

Notary Public/Commissioner of the Superior Court

JANET DOTSEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 2011

¹ Please attach documents evidencing the terms of the fee arrangement and services.



ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES (Form A2a)

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

Attach additional pages as necessary.

EXHIBIT H

To

LEGAL SERVICES AGREEMENT

AFFIDAVIT CONCERNING NONDISCRIMINATION



AFFIDAVIT CONCERNING NONDISCRIMINATION

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath. I am John Dunlea, Chief Financial & Operating Officer (title) of McElroy Deutsch Mulvaney & Carpenter LLP (firm name), an entity duly formed and existing under the laws of New Jersey (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Legal Services Agreement" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature):

Name (Print):

John Dunlea

Title:

CFO/COO

Sworn to before me this

28th

day of

February

20 11

Notary Public/Commissioner of the Superior Court

JANET DOTSEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 2011

Commission Expiration Date

7/1/11

EXHIBIT I

To

LEGAL SERVICES AGREEMENT

AFFIDAVIT CONCERNING CONSULTING FEES



AFFIDAVIT CONCERNING CONSULTING FEES

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am Counsel (title) of
McElroy, Deutsch, Mulvaney & Carpenter, LLP (firm name), an entity duly
formed and existing under the laws of New Jersey (name of state or commonwealth)
("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Legal Services Agreement" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 of the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:	None	
Name of Consultant's Firm:		
Description of the Basic Terms of the Consulting Agreement:		
Brief Description of the Services Provided:		
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.		
Name of Former Agency:		
Date Employment Terminated:		

By (Signature): Richard H. Goldstein

Name (Print): Richard H. Goldstein

Title: Counsel

Sworn to before me this 19th day of May 20 11

Cathy H. Ouellette
Notary Public/Commissioner of the Superior Court

CATHY H. OUELLETTE
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2015
Commission Expiration Date

EXHIBIT J

To

LEGAL SERVICES AGREEMENT

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

LEGAL SERVICES

(This CERTIFICATION is to be signed by an authorized officer of the Contractor
or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, Alfred A. Turco, a duly authorized officer and/or representative
of McElroy, Deutsch, Mulvaney & Carpenter, LLP (firm name)
(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Legal Services Agreement" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between January 1, 2011 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreementto
 - (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
 - (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

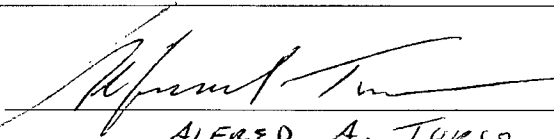
5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Laurie Hunt, Director of Legal Services

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor Dannel P. Malloy
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: 
 Name (type/print): ALFRED A. TURCO
 Title: NEW ENGLAND OFFICE MANAGING PARTNER
 State Of: CONNECTICUT
 County Of: HARTFORD

Alfred A. Turco, being fully sworn, deposes and says that
 he/she is the New England Office Managing Partner (Title) of
McElroy Deutsch Mulvaney & Carpenter LLP (Firm Name), the Contractor
 herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury,
 certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this 18 day of May 2011

Richard H. Goldstein
 Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiancé or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

EXHIBIT K

To

LEGAL SERVICES AGREEMENT

**CRRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



PRESIDENT'S CERTIFICATION CONCERNING GIFTS


LEGAL SERVICES AGREEMENT

Awarded To

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Legal Services Agreement" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: 

Name: **Thomas D. Kirk**

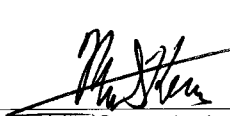
Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this 23 day of June 20 11


Notary Public/Commissioner of the Superior Court

MOIRA S. KENNEY
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2012