

MIRA
REGULAR BOARD MEETING
January 28, 2016

Materials Innovation and Recycling Authority

100 Constitution Plaza

Hartford, Connecticut 06103

Telephone (860)757-7700 - Fax (860)757-7743

MEMORANDUM

TO: MIRA Board of Directors

FROM: Moira Kenney, Assistant HR Manager/Board Administrator

DATE: Jan. 1, 2016

RE: Notice of Regular Board Meeting

There will be a Regular Meeting of the Connecticut Resources Recovery Authority Board of Directors on Thurs. Jan. 28, 2016, at 9:30 a.m. The meeting will be available to the public in the Board Room at 211 Murphy Road, Hartford, CT 06114.

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

Materials Innovation Recycling Authority
Regular Board of Directors Meeting

Agenda
Jan. 28, 2016
9:30 AM

I. Pledge of Allegiance

II. Public Portion

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

III. Minutes

1. Board Action will be sought for Approval of the Regular Dec. 17, 2015, Board Meeting Minutes (Attachment 1).

IV. Finance Committee Reports

1. Board Action will be sought for the Resolution Transferring Additional Funds into the CSWS Improvement Fund (Attachment 2).
2. Board Action will be sought for the Cost Benefit Analysis Examining the Timing of Major Maintenance Activities and Resolution Increasing the CSWS Capital Budget for FY 2016 (Attachment 3).
3. Discussion of CSWS FY 2017 Draft Budget Development Material (Attachment 4).
4. Board Action will be sought for the Resolution Recommending on Call Economic Advisory Consultants for three years ending February 28, 2019 (Attachment 5).

V. Policy and Procurement Committee Reports

VI. Chairman and President's Reports

1. Board Action will be sought for Resolution Regarding an Amendment to a Sewer Easement at the South Meadows Station Site (Attachment 6).

VII. Executive Session

An Executive Session will be held to discuss pending litigation, trade secrets, personnel matters, security matters, pending RFP's, and feasibility estimates and evaluations.

TAB 1

MATERIALS INNOVATION AND RECYCLING AUTHORITY

FOUR HUNDRED AND SIXTIETH

DEC. 17, 2015

A regular meeting of the Materials Innovation and Recycling Authority Board of Directors was held on Thurs. Dec. 17, 2015, in the Board Room at 211 Murphy Rd. Hartford, CT 06103. Those present were:

Directors: Chairman Don Stein
Vice-Chairman Dick Barlow
John Adams
Marilynn Cruz-Aponte
Ralph Eno
Jim Hayden
Andy Nunn
Scott Shanley
Bob Painter, CSWS Ad-Hoc

Present from MIRA in Hartford:

Tom Kirk, President
Mark Daley, Chief Financial Officer
Jeffrey Duvall, Director of Budgets and Forecasting
Peter Egan, Director of Operations and Environmental Affairs
Laurie Hunt, Director of Legal Services
Moira Kenney, Assistant HR Manager/Board Administrator

Others Present: Ann Catino, Esq., and John Pizzimenti, USA Hauling.

Chairman Stein called the meeting to order at 9:35 a.m. and said a quorum was present.

PUBLIC PORTION

Chairman Stein said the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes. As there were no members of the public present who wished to address the Board the meeting commenced.

APPROVAL OF THE NOV. 19, 2016 MEETING MINUTES

Chairman Stein requested a motion to approve the minutes of the Nov. 19, 2016, Board Meeting. Director Shanley made the motion which was seconded by Director Adams.

The motion to approve the minutes as amended was approved by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Cruz-Aponte, Director Eno, Director Hayden, Director Nunn, Director Painter and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Marilynn Cruz-Aponte	X		
Ralph Eno	X		
Jim Hayden	X		
Andy Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING AMENDMENT OF THE FISCAL YEAR 2016 CWS OPERATING AND CAPITAL BUDGETS

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Shanley and seconded by Director Eno.

WHEREAS, The Authority has previously adopted a Fiscal Year 2016 Operating and Capital Budget (Budget) for the Connecticut Solid Waste System (CSWS); and

WHEREAS, The CSWS Budget contemplates that its Cost of Operation will be recovered from operating revenues including Non-Disposal Fee Revenues and Solid Waste Disposal Fees from Member Municipalities; and

WHEREAS, Fiscal year to date CSWS operating revenues as of October 31, 2015 are \$3.7 million (17%) under budget; and

WHEREAS, Such shortfall in operating revenue is primarily the result of unplanned and extended planned downtime within the CSWS Resource Recovery Facility; and

WHEREAS, Such Resource Recovery Facility downtime has also contributed to certain cost savings resulting in fiscal year to date CSWS operating expenses as of October 31, 2015 being \$2.1 million (11%) under budget; and

WHEREAS, CSWS Income before reserve contributions remains \$1.6 million (102%) under budget which has placed added pressure on the CSWS Tip Fee Stabilization Fund and caused the deferral of budgeted contributions to the CSWS Operating and Improvement Funds

NOW THEREFORE, be it

RESOLVED: That the Fiscal Year 2016 Authority Budget be reduced by \$361,000 and such reduction allocated to the Authority's CSWS, Property and Landfill divisions in accordance with FY 2016 adopted allocation percentages; and

RESOLVED: That the fiscal Year 2016 CSWS Operating and Capital Budget be reduced by \$1,627,580 (2.8%) including the allocated Authority Budget reduction as shown on Exhibit A attached hereto and substantially as discussed in this meeting.

Mr. Daley said MIRA has been experiencing with budget versus actual revenue in the CSWS. He said the bottom line result is that income before reserves in CSWS is \$1.6 million under budget. Mr. Daley said management had identified \$1.6 million in expense reductions which will be applied to the second half of FY16. He said the resolution is in two parts, one a reduction to the Authority budget of \$361,000 which passes through to the CSWS operating budget roughly in the amount of \$260,000. Mr. Daley said the remaining reductions are in the per ton costs for transport, based on reductions in fuel as well as a reduction of \$550,000 to operations and maintenance of the WPF and PBF. He said the \$200,000 reduction in the recycling facility budget is based on actual financial performance of recycling operations and a corresponding reduction in the originally proposed \$10.00 per ton recycling rebate to \$5.00. He said overall these reductions total a \$1.6 million budget reduction.

Chairman Stein asked if NAES had agreed on the reductions which were negotiated. Mr. Egan replied that was correct. He said that NAES agreed that the activities in the operations and maintenance budget can be delayed.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Cruz-Aponte, Director Eno, Director Hayden, Director Nunn, Director Painter and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Marilynn Cruz-Aponte	X		
Ralph Eno	X		
Jim Hayden	X		
Andy Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Bob Painter, CSWS Project	X		

RESOLUTION REGARDING RATIFICATIONS OF AN EMERGENCY PROCUREMENT FOR A REPLACEMENT ROOF AT THE COLLINS BUILDING REPLACEMENT

Chairman Stein requested a motion on the above referenced item. The motion to approve was made by Director Eno and seconded by Vice-Chairman Barlow.

RESOLVED, That the MIRA Board of Directors ratifies the Emergency Procurement as substantially presented and discussed at this meeting.

Mr. Kirk said this is the ratification of an emergency procurement which was discussed at the last Board meeting. He explained management received consensus from the Board to move forward with an emergency procurement due to weather related reasons. He said there were nine bids for the job and ultimately it went well. Director Cruz-Aponte asked if the job stayed within budget. Mr. Egan said at this point he believes the job will go roughly \$7,000 over the contractor's bid due to decking material. Mr. Kirk explained this was a change order well within the budget for the job. Mr. Egan said the final price will likely be about \$223,000.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Cruz-Aponte, Director Eno, Director Hayden, Director Painter, Director Nunn, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Marilynn Cruz-Aponte	X		
Ralph Eno	X		
Jim Hayden	X		
Andy Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Bob Painter, CSWS Project	X		

OS & HR REPORT

Director Hayden reported that eighteen MIRA employees joined the new HSA plan which will help to manage health care costs going forward. He said the plan was 100% funded this first year as an incentive with a 50% funding planned for the subsequent year. Director Hayden said this initial funding resulted in a 9.6% higher cost in total premium dollars than current but because 50% of the reimbursement drops off at year two MIRA will be back at FY'15 numbers the next year. Vice-Chairman Barlow asked if employees can opt back out of the plan after joining. Mr. Kirk said there is currently no restriction.

MOTION TO TABLE THE RESOLUTION REGARDING A TRANSFER OF FUNDS AND AN ADJUSTMENT TO THE FY2016 CSWS CAPITAL BUDGET

Chairman Stein requested a motion to table the above resolution. The motion to table was made by Director Adams and seconded by Director Shanley.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Cruz-Aponte, Director Eno, Director Hayden, Director Nunn, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Marilynn Cruz-Aponte	X		
Ralph Eno	X		
Jim Hayden	X		
Andy Nunn	X		
Scott Shanley	X		
Ad-Hoc			
Bob Painter, CSWS Project	X		

PRESIDENT'S REPORT

Mr. Kirk said he had a short update on the plant. He said management has about two months run time with the Unit 13 replacements of the air heaters which continue to meet maximum continuous rating and continues to perform well. He said a partial replacement of one unit in Unit 12 also had very good results.

EXECUTIVE SESSION

Chairman Stein requested a motion to enter into Executive Session to discuss pending litigation. The motion was made by Director Shanley and seconded by Director Eno and was approved unanimously.

Chairman Stein asked the following people to join the Directors in the Executive Session:

Tom Kirk
Mark Daley
Peter Egan
Laurie Hunt

The motion was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Cruz-Aponte, Director Eno, Director Hayden, Director Painter, and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Marilyn Cruz-Aponte	X		
Ralph Eno	X		
Jim Hayden	X		
Scott Shanley	X		
Ad-Hoc			
Bob Painter, CSWS Project	X		

The Executive Session began at 9:56 a.m. and concluded at 11:45 a.m. Chairman Stein noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:45 a.m. The door was opened, and the Board Secretary and all members of the public were invited back in for the continuation of public session.

ADJOURNMENT

Chairman Stein requested a motion to adjourn the meeting. The motion to adjourn was made by Director Shanley seconded by Director Eno and was approved unanimously

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-Chairman Barlow, Director Adams, Director Cruz-Aponte, Director Eno, Director Hayden, Director Nunn, and Director Painter voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Marilynn Cruz-Aponte	X		
Ralph Eno	X		
Jim Hayden	X		
Andy Nunn	X		
Ad-Hoc			
Bob Painter, CSWS Project	X		

There being no other business to discuss, the meeting adjourned at 11:45 a.m.

Respectfully Submitted,



Moira Kenney

Assistant HR Manager/Board Administrator

TAB 2

RESOLUTION FOR THE MATERIALS INNOVATION AND RECYCLING AUTHORITY BOARD OF DIRECTORS

REGARDING TRANSFER OF FUNDS INTO THE CSWS IMPROVEMENT FUND

WHEREAS, The Authority has previously established and maintained a Facilities Modification Reserve under the Mid Connecticut Project for the express purpose of funding capital expenditures for its Resource Recovery and related facilities and equipment; and

WHEREAS, The Authority has previously established and maintained a Rolling Stock Reserve under the Mid Connecticut Project for the express purpose of purchasing and rebuilding operating vehicles such as tractors, trailers, loaders, containers and sweepers used in the operation of its Resource Recovery and related facilities; and

WHEREAS, Effective November 16, 2012, the Authority re-designated the Facilities Modification Reserve, and \$4,576,478.49 constituting the balance of such reserve's net assets, as the CSWS Capital Expenditure Reserve, and transferred the \$1,183,779.60 balance of the Rolling Stock Reserve into such CSWS Capital Expenditure Reserve, in order to provide for the continued funding of capital expenditures related to the Hartford resource recovery and related facilities and equipment as part of its transition from the Mid Connecticut Project to the Connecticut Solid Waste System (CSWS); and

WHEREAS, The total funds made available to the CSWS Capital Expenditure Reserve of \$5,760,258.09 effective November 16, 2012 as stated above considered funds budgeted, reserved and available for such purposes at the time of such transition together with the findings of three independent engineering assessments of the resource recovery facility addressing its expected reserve fund requirements and the status of the maintenance and upkeep of its related Power Block component upon conclusion of the long term operating contract for the Power Block component; and

WHEREAS, In its report dated February 23, 2011, HDR Engineering Inc. (HDR), a firm recognized for its experience in planning and implementing recent life extension refurbishment projects at comparable resource recovery facilities in Detroit and Honolulu, recommended a reserve for scheduled capital equipment overhauls, annual or periodic capitalized maintenance projects, of \$4.0 to \$4.5 million dependent on events requiring significant capital investment, "HDR Recommended Capital Reserve"; and

WHEREAS, In its report dated May 24, 2012, HDR documented the condition of the Power Block facility based upon a Mid-Conn Facility Assessment it conducted on March 29th and 30th, 2012, which report identified an initial punch list of items requiring maintenance or repairs, which in its professional opinion would reasonably be expected to be completed by the then-current operator of the Power Block, which initial punch list included 52 numbered items estimated to cost \$3,520,000 including contingency to complete, which items are not considered to be scheduled capital equipment overhauls, annual or periodic capitalized maintenance projects as contemplated under the HDR Recommended Capital Reserve, but a substantial portion of which items are eligible capital expenditures under the Facilities Modification Reserve; and

WHEREAS, In its report dated June 21, 2012, HDR documented the condition of the Power Block facility based upon a Mid-Conn Facility Supplemental Assessment it conducted on June 7th, 8th and 12th, 2012, which report identified a final punch list of items remaining to be addressed, which in its professional opinion would reasonably be expected to have been completed before the May 31, 2012 expiration of the then-current contract for operation of the Power Block, by the then-current contract operator of the Power Block, which final punch list included 64 numbered items estimated to cost \$4,159,000 including contingency to complete, which items are not considered to be scheduled capital equipment overhauls, annual or periodic capitalized maintenance projects as contemplated under the HDR Recommended Capital Reserve, but a substantial portion of which items are eligible capital expenditures under the Facilities Modification Reserve; and

WHEREAS, Such June 21, 2012 report also documented numerous items removed from the Power Block that should have been left behind including tools, spare parts in inventory and consumables that would create nuisance hardships for a new operator and jeopardize boiler availability, which items are not considered to be scheduled capital equipment overhauls, annual or periodic capitalized maintenance projects as contemplated under the HDR Recommended Capital Reserve, but some of which items are eligible capital expenditures under the Facilities Modification Reserve; and

WHEREAS, a new contract operator of the Power Block facility (NAES Corporation) undertook a transition process and effectively assumed control of operating and maintenance responsibilities for the Power Block upon expiration of the prior contract on May 31, 2012; and

WHEREAS, prior to conclusion of the Mid Connecticut Project on November 15, 2012, NAES Corporation began work on certain final punch list items including, but not limited to, soot blower, conveyor, lighting and roof refurbishments which work was funded through the Mid Connecticut Project Facilities Modification Reserve; and

WHEREAS, after commencement of the CSWS on November 16, 2012, NAES continued work on certain final punch list items including, but not limited to, spare parts inventory replacement, baghouse refurbishment, additional soot blower and conveyor work, boiler 13 structural and roof repair and replacement, and feed water pump repairs totaling \$1,921,162.62 funded from the CSWS Capital Expenditure Reserve within the first year of CSWS operations, which work was generally completed within the first year of CSWS operations, and which work is considered a legacy of, and chargeable to, the Mid Connecticut Project; and

WHEREAS, after commencement of the CSWS on November 16, 2012, NAES undertook overhaul work within Boilers 11, 12 and 13 including, but not limited to, generation bank, super heater, water wall and tube replacements totaling \$986,490.00 funded from the CSWS Capital Expenditure Reserve within the first two months of CSWS operations, which work was completed within the first four months of CSWS operations, which work is considered a legacy of, and chargeable to, the Mid Connecticut Project; and

WHEREAS, funding of final punch list items, inventory replacement and immediate term overhaul work from the CSWS Capital Expenditure Reserve has impaired such fund's ability to serve its intended purpose as identified in the February 23, 2011 HDR Report and previous actions of this Board; and

WHEREAS, such impairment has been quantified in the amount of \$1,647,394.53 as detailed on Exhibit A attached hereto; and

WHEREAS, The Authority has previously renamed the CSWS Capital Expenditure Reserve to the CSWS Improvement Fund, and

WHEREAS, The Authority now desires that the Mid Connecticut Project reimburse the CSWS Improvement Fund for such impairment.

NOW THEREFORE, be it

RESOLVED: That management is authorized to transfer the amount of \$1,647,394.53 from the Mid Connecticut Project Operating Account to the CSWS Improvement Fund.

Exhibit A

MIRA / CSWS Capital Improvement Fund

Account Activity Immediately Following Transition from Mid Ct. Project

Funded	Done	Loc.	Description	Related HDR Punchlist Item (June 2012)	PO #	Draw Request	Actual Cost
01/02/13	1/13	PBF	B11 Generation bank side wall replacement		8321	267,410	\$ 267,410.00
01/02/13	1/13	PBF	New Set of Auger Bin Screws	Inventory	8323	215,700	\$ 107,850.00
01/02/13	1/13	PBF	Baghouse Bags	Inventory, 17, 18, 20	8324	97,138	\$ 342.84
	2/13	PBF	Baghouse Bags	Inventory, 17, 18, 20	8324		\$ 100,569.72
1/31/13	2/13	PBF	B12 Soot Blowers Installation	21	8320	220,000	\$ 41,945.36
1/31/13	2/13	PBF	B13 Jansen Structural, Upgrade & E&I T&M		8394	328,253	\$ 20,875.72
1/31/13	2/13	PBF	B11 Baghouse Overhaul	17, 18, 20	8397	120,000	\$ 64,161.00
1/31/13	2/13	PBF	T5 Hydrogen Cooler work		8395	34,250	\$ 6,850.00
	3/13	PBF	New Set of Auger Bin Screws	Inventory	8323		\$ 107,850.00
	3/13	PBF	B12 Soot Blowers Installation	21	8320		\$ 42,580.02
1/31/13	3/13	PBF	B13 Primary Superheater Replacement		8403	175,000	\$ 175,000.00
1/31/13	3/13	PBF	B13 Roof doors (2) fab & install and furnace roof replacement	2, 47, 7	8393	205,600	\$ 205,600.00
1/31/13	3/13	PBF	B-13 Removal of Waterwall Screen Tubes		8398	141,800	\$ 141,800.00
	3/13	PBF	B13 Jansen Structural, Upgrade & E&I T&M		8394		\$ 288,773.49
1/31/13	3/13	PBF	B13 CSU Tube replacement, distributors & chutes fab & install		8396	300,480	\$ 300,480.00
1/31/13	3/13	PBF	B12 Removal of Waterwall Screen Tubes		8399	181,800	\$ 101,800.00
	3/13	PBF	T5 Hydrogen Cooler work		8395		\$ 27,400.00
2/27/13	3/13	PBF	B12 Furnace Tubes w/installation		8402	381,834	\$ 432,714.00
2/27/13	3/13	PBF	B11 Primary & Secondary Superheaters repairs		8418	97,437	\$ 97,437.00
1/31/13	4/13	WPF	C139&239 Belt Scales		8322	38,500	\$ 32,110.00
	4/13	PBF	B12 Soot Blowers Installation	21	8320		\$ 22,133.02
1/31/13	4/13	PBF	B13 Baghouse Overhaul	17, 18, 20	8401	120,000	\$ 83,487.92
1/31/13	4/13	PBF	B-12 Baghouse Overhaul	17, 18, 20	8400	120,000	\$ 116,236.00
	5/13	PBF	B13 Baghouse Overhaul	17, 18, 20	8401		\$ 86,948.00
2/27/13	5/13	WPF	Powertrain Rebuild CAT-966H Unit 4064		8417	191,649	\$ 186,413.00
4/24/13	5/13	PBF	TRC BPS NPCC project Engineering		8538	125,449	\$ 124,223.00
	6/13	PBF	B12 Soot Blowers Installation	21	8320		\$ 112,716.00
4/24/13	6/13	WPF	Replacement of Hot Water Boiler		8475	39,000	\$ 39,000.00
	8/13	WPF	C139&239 Belt Scales		8322		\$ 3,878.59
4/24/13	8/13	PBF	6A Boiler Feedwater Pump Repairs	38, 39	8530	210,000	\$ 162,330.00
6/14/13	8/13	PBF	BPS Proj- Below Grade Conduit Installation		8581	254,500	\$ 183,936.00
	10/13	WPF	C139&239 Belt Scales		8322		\$ 16,132.54
	11/13	PBF	6A Boiler Feedwater Pump Repairs	38, 39	8530		\$ 24,500.00
3/27/13	None	PBF	Change Order for 5B Galley		8464	12,180	
7/30/13	9/13	WPF	Terminator Rotor Modification		8666	68,700	\$ 63,840.00
7/30/13	10/13	PBF	Roof Repairs	7, 52	8791	63,744	\$ 63,744.00
10/1/13	12/13	WPF	MCC Segregation Project		8941	131,048	\$ 127,566.00
10/1/13	4/14	WPF	MSW floor repairs and upgrade, engineering design		8940	21,000	\$ 6,350.00
10/1/13	6/14	WPF	MSW floor repairs and upgrade, engineering design		8940		\$ 6,150.00
10/1/13	8/14	WPF	MSW floor repairs and upgrade, engineering design		8940		\$ 4,725.00
10/1/13	9/14	WPF	MSW floor repairs and upgrade, engineering design		8940		\$ 3,775.00
10/1/13	10/13	PBF	Auger Bin Screws		8939	123,840	\$ 123,840.00
10/1/13	9/13	PBF	Colmonoy Application to Superheater Tubes (30%)		8938/8943	90,093	\$ 90,093.00
10/1/13	10/13	PBF	Colmonoy Application to Superheater Tubes (Expedite Fee)		8938/8943	28,345	\$ 28,345.00
10/1/13	9/13	PBF	Unit 11 Superheater, Roof, Roof Door Material		8938/42/43	891,130	\$ 23,825.00
10/1/13	10/13	PBF	Unit 11 Superheater, Roof, Roof Door Material		8938/42/43		\$ 878,910.00

Exhibit A (Continued)

MIRA / CSWS Capital Improvement Fund

Account Activity Immediately Following Transition from Mid Ct. Project

Funded	Done	Loc.	Description	Related HDR Punchlist Item (June 2012)	PO #	Draw Request	Actual Cost
10/1/13	10/13	PBF	ID Fan Isolation gate	49	8936	59,874	\$ 69,084.00
10/1/13	9/13	PBF	Ceramic Coating Superheater Pendants (six)		8938/8943	44,868	\$ 44,868.00
10/30/13	10/13	PBF	Demin Pad		8976	70,400	\$ 10,600.00
10/30/13	12/13	PBF	Demin Pad		8976		\$ 59,800.00
10/30/13	10/13	PBF	Units 11/12/13 Economizer Expansion Joints	42	9007	165,000	\$ 95,802.33
10/30/13	11/13	PBF	Units 11/12/13 Economizer Expansion Joints	42	9007		\$ 38,336.00
10/30/13	12/13	PBF	Units 11/12/13 Economizer Expansion Joints	42	9007		\$ 38,336.00
10/30/13	10/13	PBF	RDF Belt Replacement	Inventory	9005	74,317	\$ 74,836.52
10/30/13	10/13	PBF	Unit 13 ID Discharge Damper Install	49	9009	51,447	\$ 41,899.22
10/30/13	12/13	PBF	Unit 13 ID Discharge Damper Install	49	9009		\$ 6,775.00
10/30/13	11/13	PBF	Power Roof Vent Fans	7	9010	179,996	\$ 57,318.68
10/30/13	12/13	PBF	Power Roof Vent Fans	7	9010		\$ 97,893.08
10/30/13	1/14	PBF	Power Roof Vent Fans	7	9010		\$ 37,894.41
10/30/13	2/14	PBF	Power Roof Vent Fans	7	9010		\$ 4,579.50
10/30/13	10/13	PBF	Unit 11 Primary Superheater Labor		9006	532,000	\$ 535,000.00
10/30/13	10/13	PBF	Roof Repairs (Additional)	7, 52	9008	16,000	\$ 15,414.00
10/30/13	10/13	PBF	Commonoy Application to Superheater Tubes (70%)		8938/8943	210,218	\$ 210,217.70
Summary							
			Total CSWS Reserve Spending November 2012 to October 2013				\$ 6,585,300.66
			Funds Re-designated / Transferred from Mid Ct. Reserves to CSWS 11/2012				\$ 5,760,258.09
			Less: HDR June 21, 2012 Report Final Punch List Item Capital Spending				\$ 1,921,162.62
			Less: Scheduled Capital Equipment Maintenance Chargeable to Mid Ct.				\$ 986,490.00
			Equals: Funding Available for HDR Recommended Capital Reserve				\$ 2,852,605.47
			Less: HDR Recommended Capital Reserve				\$ 4,500,000.00
			Impairment (shortfall) to HDR Recommended Capital Reserve				\$ (1,647,394.53)
			Spending from Capital Reserve Chargeable to CSWS				\$ 3,677,648.04

TAB 3

RESOLUTION FOR THE MATERIALS INNOVATION AND RECYCLING AUTHORITY BOARD OF DIRECTORS

REGARDING AN INCREASE TO THE CSWS CAPITAL IMPROVEMENT BUDGET FOR FY 2016

WHEREAS, The Authority has previously adopted a Fiscal Year 2016 Operating and Capital Budget (Budget) for the Connecticut Solid Waste System (CSWS); and

WHEREAS, The Authority is in the process of considering and developing a Fiscal Year 2017 Budget for the CSWS; and

WHEREAS, Such budget development process includes developing a schedule for shutting down and conducting capital equipment maintenance activity within each of the three boilers (Units 11, 12 and 13) comprising part of the CSWS Resource Recovery Facility, with each such shut down being referred to as a "Major Outage"; and

WHEREAS, Such schedule is generally designed with the goal of conducting a Major Outage upon each boiler every twelve months; and

WHEREAS, The last Major Outage for Unit 13 was conducted in October 2015 during which new techniques and products for the repair and improvement of air heater systems were conducted which have since proven to significantly increase boiler performance, and consequently, potential energy output from the CSWS Resource Recovery facility; and

WHEREAS, Unit 11 has experienced similar air heater constraints that have diminished its performance in the same manner Unit 13 performance had diminished prior to its last Major Outage but Unit 11 is not scheduled for a similar air heater rebuild until April 2017; and

WHEREAS, Management has conducted a cost benefit analysis examining the impacts of maintaining the current schedule of Major Outages versus i) moving up the Unit 11 outage, including the air heater rebuild, by 6 months to October 2016 in place of a planned Major Outage on Unit 13; or ii) expanding the scope of Unit 11's planned April 2016 Major Outage to include the air heater rebuild, which analysis is attached hereto as Exhibit A; and

WHEREAS, Management has determined based on such cost benefit analysis that it is not beneficial to move up the Unit 11 outage, including the air heater rebuild, by 6 months to October 2016 because the incremental costs of additional life extension work required to delay Unit 13's Major Outage exceeds the incremental revenue projected to be derived through improved performance on Unit 11; and

WHEREAS, Management has determined based on such cost benefit analysis that it is beneficial to expand the scope of the planned April 2016 Major Outage on Unit 11 to include the air heater rebuild because the incremental costs of additional life extension work required to delay Unit 13's Major Outage is avoided, improved boiler performance will increase revenue generated in the fourth quarter of FY 2016 and all of FY 2017 by approximately \$1.3 million, and the total cost for Major Outages paid through the FY 2017 budget will be reduced by approximately \$0.58 million.

NOW THEREFORE, be it

RESOLVED: That management is authorized to transfer \$82,605.47 from the Property Division General Fund to the CSWS Improvement Fund; and

FURTHER RESOLVED: That the CSWS Capital Budget for FY 2016 is hereby increased by \$1,730,000 from \$9,452,004 to 11,182,004.

Exhibit A MIRA Cost Benefit Analysis
Scheduling of Boiler Outages
January 21, 2016 Finance Committee

Current Schedule (Conduct Major Outage 12 Months After Prior Outage and Undertake Unit 11 Air Heaters in April 2017)

	FY 2016 4th Quarter	FY 2017 Total	FY 2018 Total	Total
Unit 11	April Major Excluding Air Heaters	April Major Including Air Heaters	Balance of Unit 11 Air Heater Cost Plus Major Outage	
Unit 12	N/A Previously Completed	December Major	December Major	
Unit 13	N/A Previously Completed	October Major	October Major	
Cost	\$ 940,000	\$ 6,650,667	\$ 8,197,333	\$ 15,788,000
Incremental Kwh	\$ -	-	-	\$ -
\$ / Kwh		n/a		n/a
Revenue	\$ -	\$ -	\$ -	\$ -
MSW Required (Tons)	\$ -	\$ -	\$ -	\$ -
Net Spot Revenue / Ton	n/a	n/a	n/a	n/a
Net Spot Revenue	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -

Option 1 - As Presented in December Finance Budget Proposal (Move Unit 11 Major with Air Heaters Up to Unit 13 Slot, Requires Minor Outage for Unit 13)

	FY 2016 4th Quarter	FY 2017 Total	FY 2018 Total	Total
Unit 11	April Major Excluding Air Heaters	October Major Including Air Heaters	Balance of Unit 11 Air Heater Cost Plus Major Outage	
Unit 12	N/A Previously Completed	December Major	December Major	
Unit 13	N/A Previously Completed	November Minor Plus April Major	April Major	
Cost	\$ 940,000	\$ 7,403,667	\$ 8,197,333	\$ 16,541,000
Incremental Kwh	\$ -	11,400,000	-	\$ 11,400,000
Price / Kwh		\$ 0.05001		\$ 0.05001
Added Electric Revenue	\$ -	\$ 570,143	\$ -	\$ 570,143
MSW Required (Tons)	\$ -	\$ 22,476	\$ -	\$ 22,476
Net Spot Revenue / Ton		\$ 6.00	n/a	\$ 6.00
Net Spot Revenue	\$ -	\$ 134,856	\$ -	\$ 134,856
Total Revenue	\$ -	\$ 704,999	\$ -	\$ 704,999

Exhibit A MIRA Cost Benefit Analysis (Continued)

Scheduling of Boiler Outages

January 21, 2016 Finance Committee

Option 2 - As Presented in January Finance Budget Proposal (Move Unit 11 Major With Air Heaters Up Further into FY 2016)

	FY 2016 4th Quarter	FY 2017 Total	FY 2018 Total	Total
Unit 11	April Major Including Air Heaters	April Major Excluding Air Heaters	April Major	
Unit 12	N/A Previously Completed	December Major	December Major	
Unit 13	N/A Previously Completed	October Major	October Major	
Cost	\$ 2,670,000	\$ 6,074,000	\$ 7,044,000	\$ 15,788,000
Incremental Kwh	3,800,000	19,000,000	-	22,800,000
\$ / Kwh	\$ 0.0438	\$ 0.0452		\$ 0.04496
Revenue	\$ 166,397	\$ 858,658	\$ -	\$ 1,025,055
MSW Required (Tons)	\$ 7,492	\$ 37,460	\$ -	44,952
Net Spot Revenue / Ton	\$ 6.00	\$ 6.00	n/a	\$ 6.00
Net Spot Revenue	\$ 44,952	\$ 224,760	\$ -	\$ 269,712
Total Revenue	\$ 211,349	\$ 1,083,418	\$ -	\$ 1,294,767

TAB 4

MATERIALS INNOVATION AND RECYCLING AUTHORITY



ATTACHMENT 4
DRAFT PROPOSAL

CSWS Division
FY 2017 Budget
Development

January 21, 2016
MIRA Finance
Committee

SUMMARY PROPOSED BUDGET

■ Total Operating Revenues -	\$63.8 Million
■ Total Operating Expenses -	\$58.9 Million
■ Operating Income Before Reserve Contributions -	\$4.9 Million
■ Proposed Reserve Contributions	
■ CSWS Debt Service Fund -	\$0.0 Million
■ CSWS General Fund:	\$4.9 Million
■ CSWS Improvement Fund -	\$10.3 Million
■ CSWS Risk Fund -	\$ 0
■ CSWS Legal Fund -	\$ 0
■ CRRA Severance Fund -	\$ 0
■ CSWS Tip Fee Stabilization Fund -	\$ (5.4 Million)
■ CSWS General Fund Retained -	\$ 0
■ \$3.00 Per Ton Increase From FY 2016 Tip Fee	

SUMMARY PROPOSED BUDGET

■ Cost of Operation -	
■ Operating Expense Budget - \$58,937,330 (\$186,944, 0.3% Increase)	
■ Reserve Contributions - \$10,302,705 (\$868,701, 9.2% Increase)	
■ Net Increase - \$1,055,645 / 1.5%	\$69,258,035
■ Non Disposal Fee Revenue -	
■ \$4,566,027, 10.5% Decrease	
■ Includes Member Service Fees (Tier 2) 26,000 Tons @ \$2.00 / Ton	\$38,905,573
■ Net Cost of Operation -	
■ \$5,621,672 / 22.7% Increase from FY 2016	\$30,352,462
■ Add: Cost of Service Discounts -	
■ Tier 1 Long - 204,000 Tons @ \$2.00 / Ton; and	\$ 413,000
■ Tier 3 - 2,500 Tons @ \$2.00 / Ton	
■ Deduct: Deficit Funded by Stabilization Fund -	
	\$ (5,405,962)
■ Note: Equivalent Subsidy of Uniform Base Disposal Fee -	
	\$ (14.18 / ton)

MIRA "shall set the Base Disposal Fee such that the product of the Base Disposal Fee and the Aggregate Tons, shall produce funds estimated as sufficient to pay the estimated Net Cost of Operation"

SUMMARY PROPOSED BUDGET

■ Total Rate Base -	\$25,359,500
■ Net Cost of Operation & Cost of Service Discounts	
■ Aggregate Tons -	378,500
■ Service Discounted (Tier 1 Long & Tier 3) -	206,500
■ Gate Rate (Tier 1 Short) -	145,000
■ \$2 Service Fee (Tier 2) -	13,000
■ \$1 Service Fee (Tier 4) -	<u>14,000</u>
■ Total -	378,500
■ Uniform Base Disposal Fee -	\$67.00 / Ton

Contract	FY 2017 Proposed Disposal Fee	FY 2017 Base Opt Out	FY 2017 Total Opt Out (With Additional Opt Out Costs)
Tier 1 Long	\$65.00	\$61.95	\$64.07
Tier 1 Short	\$67.00	\$63.95	\$66.07
Tier 2	\$69.00	n/a	n/a
Tier 3	\$65.00	n/a	n/a
Tier 4	\$68.00	n/a	n/a

■ Total Member Disposal Fees -	\$24,946,500
	\$1,135,500 / 4.8%
	Increase from FY 2016

OPERATING EXPENSE BUDGET

■ Transfer Stations -

■ Ellington -	\$ 25,500
■ Essex -	\$ 570,500
■ Torrington -	\$ 549,000
■ Watertown -	\$ 567,500
■ Total -	<u>\$1,712,500</u>

\$ 1,712,500
0.7% Increase from FY 2016

■ Waste Transportation -

■ MSW From Essex -	\$ 851,370
■ MSW From Torrington -	\$ 611,470
■ MSW From Watertown -	\$ 1,529,580
■ MSW From Salisbury -	\$ 135
■ MSW From RRDD#1 -	\$ 20,043
■ MSW From Ellington -	\$ 42,000
■ Solid Waste Bypass -	\$ 58,000
■ Ash Disposal -	\$10,375,620
■ Non-Processible -	\$ 79,343
■ Total -	<u>\$13,567,560</u>

\$13,567,560
2.0% Decrease from FY 2016

■ Trash to Energy Facility -

■ Waste Processing -	\$11,225,800 (\$420,200 / 3.6% Reduction)
■ Power Block -	\$21,083,458 (\$1,179,458 / 5.9% Increase)
■ Facility Contractor -	\$ 1,243,000 (\$48,000 / 4.0% Increase)
■ Total -	<u>\$33,552,258 (807,258 2.5% Increase)</u>

\$33,552,258
2.5% Increase from FY 2016

OPERATING EXPENSE BUDGET

■ Recycling Facility -

■ Transport From Essex -	\$ 184,025
■ Transport From Torrington -	\$ 212,940
■ Transport From Watertown -	\$ 129,900
■ Direct O&M Expenses -	\$ 70,350
■ Recycling Rebate -	<u>\$ 238,500</u>
■ Total	\$ 835,715

\$835,715

9.7% Reduction from FY 2016

■ Indirect Expense-

■ Authority Budget Allocation -	\$3,266,497
■ MIRA Direct Personnel -	\$1,848,021
■ MIRA Direct Non Personnel -	\$1,312,479
■ Assessment, Fees and Taxes -	\$2,715,000
■ Murphy Road Ops Center -	<u>\$ 127,300</u>
■ Total	\$9,269,297

\$9,269,297

2.8% Reduction from FY 2016

■ Total Operating Expense Budget -

\$58,937,330

RECOMMENDED RESERVE CONTRIBUTIONS

■ Operating Income Before Reserve Contributions -		\$ 4,914,743
■ CSWS Debt Service Fund -		\$ 0
■ CSWS General Fund:		\$ 4,914,743
■ CSWS Improvement Fund - Represents Strategic Plan Update required funding adjusted for Unit 11 overhaul moved up including air heaters.	\$10,320,705	
■ CSWS Risk Fund - There will be in excess of \$440,000 in this fund as of 6/30/2016. Based on review with the Risk manager, this is viewed as sufficient in comparison to the deductibles of all insurance policies other than business interruption. No contributions to this fund are recommended for FY 2017.	\$ 0	
■ CSWS Legal Fund - There will be in excess of \$600,000 in this fund as of 6/30/2016 This is viewed as sufficient in comparison to prior actual CSWS legal expenses No contributions to this fund are recommended for FY 2017.	\$ 0	
■ MIRA Severance Fund - There will be approximately \$800,000 in this fund as of 6/30/2016. This is viewed as sufficient in comparison to total FY 2017 Personnel Services. No contributions to this fund are recommended for FY 2017.	\$ 0	
■ CSWS Tip Fee Stabilization Fund - Draw expected based on current draft budget parameters. Consistent with Strategic Plan Update projection.	\$ (5,405,962)	
■ CSWS General Fund Retained - No surplus to retain based on current draft budget parameters	\$ 0	

NON DISPOSAL FEE REVENUE

Energy Sales -			
Capacity Payments & RECs -	\$ 2,232,000		\$18,956,400
Real Time Market -	\$16,724,400		\$3,558,659, 15.8% Decrease
Contract Sales -	\$ 0		
Total -	\$18,956,400		
Other Recovered Products -			
Inbound CSWS Base @ \$8.50 / Ton -	\$ 425,000		\$2,402,528
Inbound FCR Base @ \$7.50 / Ton -	\$ 75,000		\$660,013, 21.6% Decrease
Revenue Share (Container Sales) -	\$ 206,736		
Revenue Share (Paper Sales) -	\$ 100,292		
FCR Residue Disposal / Other -	\$ 175,500		
Other Recycling / Waste Revenue -	\$ 285,000		
Metal Sales -	\$1,135,000		
Total -	\$2,402,528		
Contract Waste -			
Hauler Contracts -	\$9,139,200		\$14,054,400
Other Contracts -	\$4,915,200		
Total -	\$14,054,400		
Spot Waste -			
Other (Interest / Service Fees)			
Total Non Disposal Fee Revenue -			

KEY DRIVERS

Trash to Energy Operations:

■ Total MSW Deliveries -

■ "Aggregate Tons" -	378,500
■ Hauler Contract -	142,800
■ Other Contract -	95,000
■ Spot -	98,700
■ Municipal Bulky -	3,000
■ Total -	718,000

718,000

■ Total MSW to RDF Production Rate -

■ Total RDF -

■ RDF to KWH Production Rate -

■ Energy Production -

■ Contract / Non Contract Energy Price -

■ RDF to Ash Production Rate -

■ Ash to Disposal -

■ Ash Disposal Cost Per Ton -

98.75%

709,000

543 kwh / ton

385,000,000 kwh

\$.04344 / kwh

25.1%

178,000 tons

\$58.29

Recycling Operations:

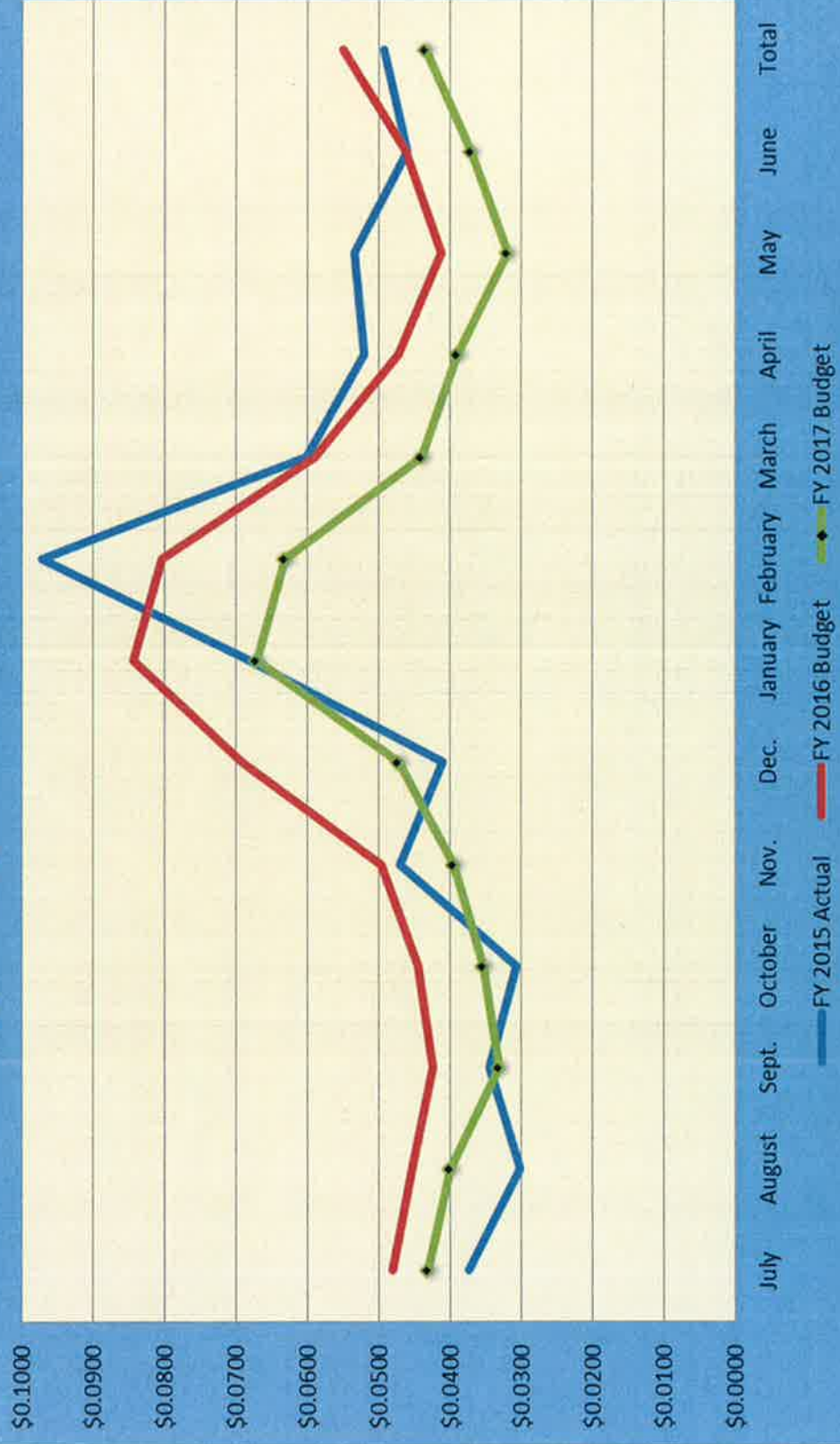
■ CSWS Sourced Recyclables -

■ FCR Sourced Recyclables -

50,000 tons

10,000 tons

Energy Pricing FY 2015 to FY 2017 (\$ / Kwh)



MATERIALS INNOVATION AND RECYCLING AUTHORITY

**FISCAL YEAR 2017
CONNECTICUT SOLID WASTE SYSTEM DIVISION
PROPOSED OPERATING BUDGET**

January 28, 2016

MIRA - CONNECTICUT SOLID WASTE SYSTEM (CSWS)

ASSUMPTIONS				Variance Fiscal Year 17	
	DETAILS	ADOPTED FY16	PROPOSED FY17	Better (Worse) than FY16 Budget units	%
POWER	kwh/ton of RDF Produced	541	543	2	0.35%
	Total kwh Sold	375,000,000	385,000,000	10,000,000	2.67%
	Contract rate	\$ 0.05412	n/a	n/a	n/a
	Non-Contract rate	varies by month	\$ 0.0434	n/a	n/a
	Capacity Payment	\$ 1,788,000	\$ 1,857,000	69,000	3.86%
	Renewable Energy Credits (REC) II	\$ 115,000	\$ 375,000	260,000	226.09%
DELIVERIES					
MSW	Participating Towns	378,500	378,500	-	0.00%
	Hauler Contract	155,000	142,800	(12,200)	-7.87%
	Other Contract	100,000	95,000	(5,000)	-5.00%
	Municipal Bulky Waste	500	3,000	2,500	500.00%
Other (Spot)	Spot - MSW	61,000	83,000	22,000	36.07%
	Ferrous Residue (Inbound)	10,000	10,000	-	0.00%
	Recycling Residue	5,415	5,700	285	5.26%
	Total MSW	710,415	718,000	7,585	1.07%
Mattresses/Box Spring	Mattress/Box Spring (number of unit)	1,000	1,000	-	0.00%
RECYCLING OPERATIONS					
	Recycling Delivery Credit per Ton	\$ 10.00	\$ 5.00	\$ (5.00)	-50.00%
Delivery/Processing	CSWS Acceptable Recyclables (tons)	47,000	50,000	3,000	6.38%
	Contractor Sourced Acceptable Recyclables (tons)	10,000	10,000	-	0.00%
	Total Recyclable Materials	57,000	60,000	3,000	5.26%
Percentage of Inbound Tons	Recycling Residue	9.50%	9.50%	0.00%	0.00%
	CSWS Paper Per Ton Sales Revenue - ONP	n/a	39.71%	n/a	n/a
	CSWS Paper Per Ton Sales Revenue - OCC	n/a	15.57%	n/a	n/a
	CSWS Container Per Ton Sales Revenue	n/a	24.26%	n/a	n/a
	CSWS Commercial Tons	n/a	0.14%	n/a	n/a
	FCR Paper Per Ton Sales Revenue-ONP	n/a	9.26%	n/a	n/a
	FCR Paper Per Ton Sales Revenue-OCC	n/a	3.60%	n/a	n/a
	FCR Container Per Ton Sales Revenue	n/a	5.61%	n/a	n/a
	FCR Commercial Tons	n/a	1.85%	n/a	n/a
Outbound Tons	Recycling Residue Total	n/a	5,700	n/a	n/a
	Recycling Residue Chargeable	2,350	2,700	350	14.89%
	CSWS Paper Per Ton Sales Revenue - ONP	n/a	21,563	n/a	n/a
	CSWS Paper Per Ton Sales Revenue - OCC	n/a	8,455	n/a	n/a
	CSWS Container Per Ton Sales Revenue	n/a	13,173	n/a	n/a
	CSWS Commercial Tons	n/a	76	n/a	n/a
	FCR Paper Per Ton Sales Revenue-ONP	n/a	5,028	n/a	n/a
	FCR Paper Per Ton Sales Revenue-OCC	n/a	1,955	n/a	n/a
	FCR Container Per Ton Sales Revenue	n/a	3,046	n/a	n/a
	FCR Commercial Tons	n/a	1,005	n/a	n/a
Recycling Sales	Residential Recyclables Per Ton Revenues	\$ 8.50	\$ 8.50	\$ -	0.00%
	Commercial Recyclables Per Ton Revenues	\$ 7.50	\$ 7.50	\$ -	0.00%
	CSWS Paper Per Ton Sales Revenue - ONP	\$ 6.00	\$ -	n/a	n/a
	CSWS Paper Per Ton Sales Revenue - OCC	n/a	\$ 10.00	n/a	n/a
	CSWS Container Per Ton Sales Revenue	n/a	\$ 15.00	n/a	n/a
	CSWS Commercial Tons	n/a	\$ 50.00	n/a	n/a
	FCR Paper Per Ton Sales Revenue-ONP	n/a	\$ -	n/a	n/a
	FCR Paper Per Ton Sales Revenue-OCC	n/a	\$ 2.00	n/a	n/a
	FCR Container Per Ton Sales Revenue	\$ 3.00	\$ 3.00	\$ -	0.00%
	FCR Commercial Tons	n/a	\$ 8.00	n/a	n/a

MIRA - CONNECTICUT SOLID WASTE SYSTEM (CSWS)

ASSUMPTIONS		DETAILS		ADOPTED FY16	PROPOSED FY17	Variance Fiscal Year 17 Better (Worse) than FY16 Budget units %		
FACILITY OPERATIONS								
Tons Processed	Total MSW Processed			701,000	717,000	16,000	2.28%	
	RDF Consumed			693,000	709,000	16,000	2.31%	
Residue Rates	Ash Rate (Per Ton of RDF)			25.11%	25.11%	0.00%	-0.01%	
	Ash Rate (Per Ton of MSW)			24.82%	24.83%	0.00%	0.02%	
	Process Residue Rate (Per Ton of MSW)			0.00%	0.00%	0.00%	0.00%	
	Ferrous Metals Rate (Outbound) (Per Ton of MSW)			3.00%	3.00%	0.00%	0.00%	
	Ferrous Residue Rate (Inbound) (Per Ton of MSW)			2.00%	2.00%	0.00%	0.00%	
	Non-processible Waste - Out-of-State			0.10%	0.11%	0.01%	10.00%	
Other	Ferrous Residue Revenue (per ton price)	\$	75.00	\$	50.00	\$	(25.00)	-33.33%
	Ferrous Metals including post combustion (Outbound)		21,000		22,000		1,000	4.76%
	Scrap Metal/Maintenance Metal Revenue (price per ton)	\$	267.00	\$	100.00	\$	(167.00)	-62.55%
	Scrap Metal/Maintenance Metal Revenue (Outbound)		675		350		(325)	-48.15%
MUNICIPAL PAYMENTS								
Fees	Essex TS Host Benefit (per ton)	\$	0.570	\$	0.580	\$	0.01	1.75%
	Torrington TS Host Benefit (per ton)	\$	0.570	\$	0.580	\$	0.01	1.75%
	Watertown TS Host Benefit (per ton)	\$	0.570	\$	0.580	\$	0.01	1.75%
Deliveries	Essex TS Host Benefit		67,000		67,500		500	0.75%
	Torrington TS Host Benefit		54,000		56,000		2,000	3.70%
	Watertown TS Host Benefit		110,000		112,000		2,000	1.82%
WASTE TRANSPORT								
Fees	Essex per ton MSW	\$	14.35	\$	14.43	\$	0.08	0.56%
	Essex per ton Recyclables	\$	21.52	\$	21.65	\$	0.13	0.60%
	Torrington per ton MSW	\$	12.93	\$	13.01	\$	0.08	0.62%
	Torrington per ton Recyclables	\$	23.52	\$	23.66	\$	0.14	0.60%
	Watertown per ton MSW	\$	14.35	\$	14.43	\$	0.08	0.56%
	Watertown per ton Recyclables	\$	21.52	\$	21.65	\$	0.13	0.60%
	Sharon/Salisbury per ton MSW	\$	9.46		n/a		n/a	n/a
	RRDD#1 per load MSW	\$	110.34	\$	108.34	\$	(2.00)	-1.81%
	Ash to Other (blended rate per ton T&D)	\$	61.64	\$	58.29	\$	(3.35)	-5.43%
	Non-processible Waste to Other (per ton T&D)	\$	102.71	\$	105.79	\$	3.08	3.00%
	South Central Facility	\$	65.00	\$	66.00	\$	1.00	1.54%
	Southeast Project	\$	58.00	\$	58.00	\$	-	0.00%
	Other Location	\$	62.00	\$	-	\$	(62.00)	-100.00%
	Hauled Tons	Essex MSW		59,000		59,000		-
Essex Recyclables			8,000		8,500		500	6.25%
Torrington MSW			47,000		47,000		-	0.00%
Torrington Recyclables			7,000		9,000		2,000	28.57%
Watertown MSW			104,000		106,000		2,000	1.92%
Watertown Recyclables			6,000		6,000		-	0.00%
Sharon/Salisbury MSW			3,000		n/a		n/a	n/a
RRDD#1 per load MSW			200		185		(15)	-7.50%
MSW Byproduct Tons	Ash to Other		174,000		178,000		4,000	2.30%
	Non-processible Waste to Other		600		750		150	25.00%
Diverted MSW Tons							-	n/a
	South Central Facility		1,000		-		(1,000)	-100.00%
	Southeast Project		-		1,000		1,000	n/a
	South Central Diversion & Other Location						n/a	n/a
Total Diverted MSW Tons				1,000	1,000	0	0.00%	

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

		Variance Fiscal Year 17				
		ACTUAL	ADOPTED	PROPOSED	Better (Worse) than FY16 Budget	
		FY15	FY16	FY17	units	%
ACCOUNT	DESCRIPTION					
49-001-000-40101	Service Charges Solid Waste-Participating Town	\$ 23,351,179	\$ 23,811,000	\$ 24,946,500	\$ 1,135,500	4.77%
49-001-000-40110	Service Charges Solid Waste-Hauler Contracts	\$ 10,432,950	\$ 9,920,000	\$ 9,139,200	\$ (780,800)	-7.87%
49-001-000-40109	Service Charges Solid Waste-Other Contracts	\$ 4,771,163	\$ 5,040,000	\$ 4,915,200	\$ (124,800)	-2.48%
49-001-000-40103	Service Charges Solid Waste - Spot	\$ 1,077,775	\$ 2,851,000	\$ 3,412,000	\$ 561,000	19.68%
49-001-000-40111	Member Service Fee	\$ 50,845	\$ 52,000	\$ 40,000	\$ (12,000)	-23.08%
49-001-000-49104	Metal Sales	\$ 1,362,553	\$ 1,755,225	\$ 1,135,000	\$ (620,225)	-35.34%
49-001-000-49106	Municipal Bulky Waste & Mattresses/Box Spring	\$ 91,982	\$ 73,000	\$ 285,000	\$ 212,000	290.41%
49-001-000-42101	Recycling Facility	\$ 1,264,237	\$ 1,234,316	\$ 982,528	\$ (251,788)	-20.40%
49-001-000-xxxxx	Electricity	\$ 17,983,722	\$ 22,515,059	\$ 18,956,400	\$ (3,558,659)	-15.81%
49-001-000-45150	Miscellaneous Income	\$ 40,114	\$ 21,000	\$ 25,245	\$ 4,245	20.21%
49-001-000-46101	Interest Income	\$ 27,308	\$ 10,000	\$ 15,000	\$ 5,000	50.00%
TOTAL OPERATING REVENUES		\$ 60,453,828	\$ 67,282,600	\$ 63,852,073	\$ (3,430,527)	-5.10%

		Variance Fiscal Year 17				
		ACTUAL	ADOPTED	PROPOSED	Better (Worse) than FY16 Budget	
		FY15	FY16	FY17	units	%
ACCOUNT	DESCRIPTION					
49-001-501-57871	Administrative Expenses	\$ 3,345,510	\$ 3,271,618	\$ 3,266,497	\$ 5,121	0.16%
49-001-501-xxxxx	Operational Expenses	\$ 2,416,437	\$ 3,444,678	\$ 3,160,500	\$ 284,178	8.25%
49-001-xxx-xxxxx	Assessment, Fees, Subsidies, & PILOTs	\$ 2,603,127	\$ 2,687,000	\$ 2,715,000	\$ (28,000)	-1.04%
49-001-505-xxxxx	Waste Transport	\$ 13,431,297	\$ 13,848,620	\$ 13,567,560	\$ 281,060	2.03%
49-001-xxx-xxxxx	MIRA Facilities Operating Expenses	\$ 1,073,025	\$ 1,146,000	\$ 1,106,200	\$ 39,800	3.47%
49-001-xxx-xxxxx	NAES Contract Operating Charges	\$ 28,394,626	\$ 29,485,000	\$ 30,290,058	\$ (805,058)	-2.73%
49-001-xxx-52719	NAES On-Site Incentive Compensation	\$ 835,070	\$ 919,000	\$ 913,000	\$ 6,000	0.65%
49-001-501-xxxxx	NAES Management Fees & Charges	\$ 1,016,134	\$ 1,195,000	\$ 1,243,000	\$ (48,000)	-4.02%
49-001-501-59105	Murphy Road Operations Center	\$ 139,000	\$ 127,300	\$ 127,300	\$ -	0.00%
49-001-xxx-xxxxx	Transfer Stations	\$ 1,642,531	\$ 1,700,000	\$ 1,712,500	\$ (12,500)	-0.74%
49-001-506-xxxxx	Recycling Facility	\$ 705,289	\$ 926,170	\$ 835,715	\$ 90,455	9.77%
TOTAL OPERATING EXPENDITURES		\$ 55,602,047	\$ 58,750,386	\$ 58,937,330	\$ (186,944)	-0.32%
NET INCOME / (LOSS)		\$ 4,851,781	\$ 8,532,214	\$ 4,914,743	\$ (3,617,471)	-42.40%

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

DISBURSEMENT OF CSWS NET INCOME

ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Variance Fiscal Year 17 Better (Worse) than FY16 Budget	
					units	%
49-001-501-52687	Contribution to CSWS Improvement Fund	\$ -	\$ 9,452,004	\$ 10,320,705	\$ 868,701	9.19%
49-001-000-47216	CSWS Tip Fee Stabilization Fund	\$ -	\$ (919,790)	\$ (5,405,962)	\$ (4,486,172)	487.74%
TOTAL DISBURSEMENT OF CSWS NET INCOME		\$ -	\$ 8,532,214	\$ 4,914,743	\$ (3,617,471)	-42.40%
BALANCE		\$ 4,851,781	\$ -	\$ -	\$ -	0.00%

TIP FEES

ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Variance Fiscal Year 17 Better (Worse) than FY16 Budget	
					units	%
MSW	Tier 1 Short-term	\$ 64.00	\$ 64.00	\$ 67.00	\$ 3.00	4.69%
	Tier 1 Long-term / Tier 3	\$ 62.00	\$ 62.00	\$ 65.00	\$ 3.00	4.84%
	Tier 4	\$ -	\$ -	\$ 68.00	\$ 68.00	n/a
	Tier 2	\$66.00 - \$68.50	\$ 66.00	\$ 69.00	\$ 3.00	4.55%
	Other Contracts Tip Fee		(a)	(a)	n/a	n/a
	Hauler Contracts Tip Fee	\$ 64.00	\$ 64.00	\$ 64.00	\$ -	0.00%
	Municipal Bulky Waste	\$ 85.00	\$ 85.00	\$ 85.00	\$ -	0.00%
	Spot	(b)	(b)	(b)	n/a	n/a
Other	Mattresses/Box Spring Surcharge (per unit)	\$ 30.00	\$ 30.00	\$ 30.00	\$ -	0.00%
	Ferrous Residue (Inbound)	\$ 40.00	\$ 40.00	\$ 40.00	\$ -	0.00%

(a) Rate based on negotiated contract.

(b) Rate based on market condition.

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

EXPENDITURE DETAILS					Variance Fiscal Year 17	
ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Better (Worse) than FY16 Budget units	%
ADMINISTRATIVE EXPENSES						
	INDIRECT SALARIES/LABOR & BENEFITS - ADMINISTRATION	\$ 3,345,510	\$ 3,271,618	\$ 3,266,497	\$ 5,121	0.16%
OPERATIONAL EXPENSES						
49-001-501-xxxx	DIRECT SALARIES/LABOR & BENEFITS - OPERATIONAL	\$ 1,284,465	\$ 1,910,678	\$ 1,848,021	\$ 62,657	3.28%
ASSET PROTECTION & STATUTORY COMPLIANCE						
49-001-501-52115	Legal Notices	\$ 2,674	\$ 7,500	\$ 9,000	\$ (1,500)	-20.00%
49-001-501-52407	Project Equipment Maintenance	\$ (605)	\$ -	\$ -	\$ -	n/a
49-001-501-52502	Fees/Licenses/Permits	\$ 40	\$ 1,000	\$ 600	\$ 400	40.00%
49-001-501-52505	Claims/Losses	\$ 11,066	\$ 50,000	\$ 10,000	\$ 40,000	80.00%
49-001-501-52602	Bad Debt Expense	\$ -	\$ 500	\$ 500	\$ -	0.00%
49-001-501-52856	Legal	\$ 235,264	\$ 100,000	\$ 200,000	\$ (100,000)	-100.00%
49-001-501-52640	WPF and PBF Insurance Premium	\$ 733,858	\$ 1,166,000	\$ 876,000	\$ 290,000	24.87%
49-001-501-52875	Insurance Broker	\$ 49,602	\$ 60,000	\$ 48,000	\$ 12,000	20.00%
	Subtotal Asset Protection & Statutory Compliance	\$ 1,031,899	\$ 1,385,000	\$ 1,144,100	\$ 240,900	17.39%
ENGINEERING, TECHNOLOGY, AND EQUIPMENT/FACILITY						
49-001-501-52899	Engineering & Technology Consulting Services	\$ 29,779	\$ 30,000	\$ 30,000	\$ -	0.00%
49-001-501-54482	Computer Hardware	\$ 336	\$ 1,500	\$ 8,000	\$ (6,500)	-433.33%
49-001-501-54483	Computer Software	\$ -	\$ 500	\$ 300	\$ 200	40.00%
	Subtotal Engineering, Technology, and Equipment/Facility	\$ 30,115	\$ 32,000	\$ 38,300	\$ (6,300)	-19.69%
OTHER OPERATING EXPENSES						
49-001-501-52101	Postage & Delivery Fees	\$ 1,074	\$ 4,100	\$ 4,100	\$ -	0.00%
49-001-501-52108	Printing Services	\$ 8,584	\$ 5,000	\$ 10,000	\$ (5,000)	-100.00%
49-001-501-52202	Office Supplies	\$ 495	\$ 4,000	\$ 3,000	\$ 1,000	25.00%
49-001-501-52211	Protect Clothing/Safety Equipment	\$ 6,233	\$ 4,400	\$ 6,800	\$ (2,400)	-54.55%
49-001-501-52302	Miscellaneous Services	\$ 100	\$ 1,000	\$ 179	\$ 821	82.10%

n/a not applicable

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

EXPENDITURE DETAILS					Variance Fiscal Year 17	
ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Better (Worse) than FY16 Budget units	%
49-001-501-xxxxx	Meetings & Training	\$ 2,454	\$ 15,500	\$ 15,000	\$ 500	3.23%
49-001-501-52401	Vehicle Repair/Maintenance	\$ 5,059	\$ 16,000	\$ 16,000	\$ -	0.00%
49-001-501-52612	Fuel for Vehicles	\$ 11,958	\$ 17,000	\$ 15,000	\$ 2,000	11.76%
49-001-501-52615	Temporary Agency Services	\$ 34,002	\$ -	\$ 10,000	\$ (10,000)	100.00%
49-001-501-52859	Financial Services	\$ -	\$ 50,000	\$ 50,000	\$ -	0.00%
Subtotal Other Operating		\$ 69,958	\$ 117,000	\$ 130,079	\$ (13,079)	-11.18%
Subtotal Operational Expenses		\$ 2,416,437	\$ 3,444,678	\$ 3,160,500	\$ 284,178	8.25%
ASSESSMENT, FEES, SUBSIDIES, & PILOTS						
49-001-501-52507	City of Hartford PILOT	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -	0.00%
49-001-xxx-52508	Transfer Station Host Community Benefit Fees	\$ 145,692	\$ 147,500	\$ 151,700	\$ (4,200)	-2.85%
49-001-602-52506	Solid Waste Assessment (Dioxin)	\$ 957,435	\$ 1,039,500	\$ 1,063,500	\$ (24,000)	-2.31%
Subtotal Assessment, Fees, Subsidies, & PILOTS		\$ 2,603,127	\$ 2,687,000	\$ 2,715,000	\$ (28,000)	-1.04%
WASTE TRANSPORT						
49-001-505-52701	Contract Operating Charges (excludes recycling transportation)	\$ 2,878,686	\$ 2,996,620	\$ 3,054,598	\$ (57,978)	-1.93%
49-001-505-52710	Disposal Fees - Solid Waste Bypass	\$ 805,167	\$ 65,000	\$ 58,000	\$ 7,000	10.77%
49-001-505-52711	Ash Disposal	\$ 9,702,048	\$ 10,725,360	\$ 10,375,620	\$ 349,740	3.26%
49-001-505-52716	Non-Processible Disposal Fees	\$ 45,396	\$ 61,640	\$ 79,343	\$ (17,703)	-28.72%
Subtotal Waste Transport		\$ 13,431,297	\$ 13,848,620	\$ 13,567,560	\$ 281,060	2.03%

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

EXPENDITURE DETAILS		Variance				
		Fiscal Year 17				
ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Better (Worse) than FY16 Budget units	%
MIRA FACILITIES OPERATING EXPENSES						
49-001-601-52104	Telecommunications	\$ 1,618	\$ 1,600	\$ 1,625	\$ (25)	-1.56%
49-001-601-52404	Building Operations	\$ 4,873	\$ 7,000	\$ 9,000	\$ (2,000)	-28.57%
49-001-601-53304	Electricity	\$ 149	\$ -	\$ 100	\$ (100)	100.00%
49-001-601-54482	Computer Hardware	\$ -	\$ 500	\$ 300	\$ 200	40.00%
49-001-601-52407	Project Equipment Maintenance	\$ 800	\$ 6,500	\$ 6,000	\$ 500	7.69%
49-001-601-52502	Fees/Licenses/Permits	\$ 1,000	\$ 8,000	\$ 5,875	\$ 2,125	26.56%
49-001-601-52709	Other Operating Charges	\$ 30,780	\$ 36,100	\$ 34,000	\$ 2,100	5.82%
49-001-601-52858	Engineering Consultants	\$ 45,407	\$ 38,100	\$ 51,100	\$ (13,000)	-34.12%
49-001-601-52901	Environmental Testing	\$ 11,429	\$ 5,000	\$ 13,100	\$ (8,100)	-162.00%
Subtotal MIRA WPF Operating Expenses		\$ 96,056	\$ 103,000	\$ 121,100	\$ (18,100)	-17.57%
49-001-602-52502	Fees/Licenses/Permits	\$ 296,641	\$ 345,000	\$ 350,750	\$ (5,750)	-1.67%
49-001-602-52720	Power Products Management Fee	\$ 79,220	\$ 75,100	\$ 75,800	\$ (700)	-0.93%
49-001-602-52858	Engineering Consultants	\$ 13,846	\$ 33,100	\$ 33,100	\$ -	0.00%
49-001-602-52901	Environmental Testing	\$ 47,852	\$ 102,300	\$ 59,450	\$ 42,850	41.89%
49-001-602-53304	Electricity	\$ 276,673	\$ 128,000	\$ 176,000	\$ (48,000)	-37.50%
49-001-602-53309	Other Utilities	\$ 262,737	\$ 360,000	\$ 290,000	\$ 70,000	19.44%
Subtotal MIRA PBF Operating Expenses		\$ 976,969	\$ 1,043,500	\$ 985,100	\$ 58,400	5.60%
Total MIRA Facilities Operating Expenses		\$ 1,073,025	\$ 1,146,000	\$ 1,106,200	\$ 39,800	3.47%

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

EXPENDITURE DETAILS

EXPENDITURE DETAILS		Variance Fiscal Year 17				
ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Better (Worse) than FY16 Budget units	%
NAES CONTRACT OPERATING CHARGES						
49-001-601-52701	WPF Operating & Maintenance (O&M) Fees	\$ 4,772,309	\$ 5,244,300	\$ 4,693,700	\$ 550,600	10.50%
49-001-601-52718	WPF Labor & Overhead	\$ 5,427,971	\$ 5,906,000	\$ 6,027,000	\$ (121,000)	-2.05%
49-001-601-xxxxx	Subtotal NAES WPF Contract Operating Charges	\$ 10,200,280	\$ 11,150,000	\$ 10,720,700	\$ 429,300	3.85%
49-001-602-52701	PBF Operating & Maintenance (O&M) Fees	\$ 10,823,121	\$ 10,543,500	\$ 11,480,058	\$ (936,558)	-8.88%
49-001-602-52718	PBF Labor & Overhead	\$ 7,371,225	\$ 7,791,200	\$ 8,089,300	\$ (298,100)	-3.83%
49-001-602-xxxxx	Subtotal NAES PBF Contract Operating Charges	\$ 18,194,346	\$ 18,335,000	\$ 19,569,358	\$ (1,234,358)	-6.73%
Total NAES Contract Operating Charges		\$ 28,394,626	\$ 29,485,000	\$ 30,290,058	\$ (805,058)	-2.73%
NAES ON-SITE INCENTIVE COMPENSATION						
49-001-601-52719	WPF On-Site Personnel Incentive Compensation	\$ 349,933	\$ 393,000	\$ 384,000	\$ 9,000	2.29%
49-001-602-52719	PBF On-Site Personnel Incentive Compensation	\$ 485,137	\$ 526,000	\$ 529,000	\$ (3,000)	-0.57%
Subtotal NAES On-Site Incentive Compensation		\$ 835,070	\$ 919,000	\$ 913,000	\$ 6,000	0.65%
NAES MANAGEMENT FEES & CHARGES						
49-001-501-52703	Management Fee	\$ 700,199	\$ 803,000	\$ 816,000	\$ (13,000)	-1.62%
49-001-501-52717	Engineering, accounting, and regulation expenses	\$ 315,935	\$ 392,000	\$ 427,000	\$ (35,000)	-8.93%
Subtotal NAES Management Fees & Charges		\$ 1,016,134	\$ 1,195,000	\$ 1,243,000	\$ (48,000)	-4.02%
MURPHY ROAD OPERATIONS CENTER						
49-001-501-59105	CSWS Share of Murphy Rd Operations Center	\$ 139,000	\$ 127,300	\$ 127,300	\$ -	0.00%
Subtotal Murphy Rd Operations Center		\$ 139,000	\$ 127,300	\$ 127,300	\$ -	0.00%
TRANSFER STATION - ELLINGTON (c)						
49-001-610-52104	Telecommunications	\$ 263	\$ 1,000	\$ 1,000	\$ -	0.00%
49-001-610-52404	Building Operations	\$ 1,924	\$ 5,500	\$ 11,000	\$ (5,500)	-100.00%
49-001-610-52407	Project Equipment Maintenance	\$ 1,574	\$ -	\$ -	\$ -	n/a
49-001-610-52415	Ground Maintenance	\$ -	\$ 2,500	\$ 6,000	\$ (3,500)	-140.00%
49-001-610-53304	Electricity	\$ 4,148	\$ 4,500	\$ 5,000	\$ (500)	-11.11%
49-001-610-52502	Fees/Licenses/Permits	\$ 288	\$ 2,500	\$ 2,500	\$ -	0.00%
Subtotal Ellington TS		\$ 8,197	\$ 16,000	\$ 25,500	\$ (9,500)	-59.38%

(c) Ellington TS closed in January 2013

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

EXPENDITURE DETAILS					Variance Fiscal Year 17	
ACCOUNT	DESCRIPTION	ACTUAL FY15	ADOPTED FY16	PROPOSED FY17	Better (Worse) than FY16 Budget units	%
TRANSFER STATION - ESSEX						
49-001-611-52104	Telecommunications	\$ 2,200	\$ 2,100	\$ 2,100	\$ -	0.00%
49-001-611-52404	Building Operations	\$ 3,440	\$ 12,500	\$ 11,600	\$ 900	7.20%
49-001-611-52407	Project Equipment Maintenance	\$ 8,471	\$ 11,500	\$ 11,500	\$ -	0.00%
49-001-611-52502	Fees/Licenses/Permits	\$ 342	\$ 1,550	\$ 1,550	\$ -	0.00%
49-001-611-52701	Contract Operating Charges	\$ 533,462	\$ 532,800	\$ 536,550	\$ (3,750)	-0.70%
49-001-611-52858	Engineering Consultants	\$ 2,169	\$ 8,000	\$ 5,000	\$ 3,000	37.50%
49-001-611-52901	Environmental Testing	\$ 175	\$ 2,450	\$ 2,200	\$ 250	10.20%
Subtotal Essex TS		\$ 550,260	\$ 570,900	\$ 570,500	\$ 400	0.07%
TRANSFER STATION - TORRINGTON						
49-001-612-52104	Telecommunications	\$ 2,494	\$ 2,600	\$ 2,600	\$ -	0.00%
49-001-612-52404	Building Operations	\$ 3,409	\$ 9,000	\$ 11,600	\$ (2,600)	-28.89%
49-001-612-52407	Project Equipment Maintenance	\$ 7,971	\$ 11,500	\$ 11,500	\$ -	0.00%
49-001-612-52502	Fees/Licenses/Permits	\$ 342	\$ 1,550	\$ 1,550	\$ -	0.00%
49-001-612-52701	Contract Operating Charges	\$ 516,564	\$ 511,000	\$ 514,250	\$ (3,250)	-0.64%
49-001-612-52858	Engineering Consultants	\$ 1,730	\$ 8,000	\$ 5,000	\$ 3,000	37.50%
49-001-612-52901	Environmental Testing	\$ 2,385	\$ 2,450	\$ 2,500	\$ (50)	-2.04%
Subtotal Torrington TS		\$ 534,896	\$ 546,100	\$ 549,000	\$ (2,900)	-0.53%
TRANSFER STATION - WATERTOWN						
49-001-613-52104	Telecommunications	\$ 1,182	\$ 1,700	\$ 1,600	\$ 100	5.88%
49-001-613-52404	Building Operations	\$ 4,828	\$ 10,000	\$ 10,000	\$ -	0.00%
49-001-613-52407	Project Equipment Maintenance	\$ 7,971	\$ 11,500	\$ 11,500	\$ -	0.00%
49-001-613-52502	Fees/Licenses/Permits	\$ 342	\$ 1,550	\$ 1,550	\$ -	0.00%
49-001-613-52701	Contract Operating Charges	\$ 534,025	\$ 532,800	\$ 536,600	\$ (3,800)	-0.71%
49-001-613-52858	Engineering Consultants	\$ 1,247	\$ 8,000	\$ 5,000	\$ 3,000	37.50%
49-001-613-52901	Environmental Testing	\$ (416)	\$ 1,450	\$ 1,250	\$ 200	13.79%
Subtotal Watertown TS		\$ 549,179	\$ 567,000	\$ 567,500	\$ (500)	-0.09%

MIRA - CONNECTICUT SOLID WASTE SYSTEM DIVISION (CSWS)

REVENUE & EXPENDITURE DETAILS					Variance	
		ACTUAL	ADOPTED	PROPOSED	Fiscal Year 17	
ACCOUNT	DESCRIPTION	FY15	FY16	FY17	Better (Worse) than FY16 Budget	
					units	%
RECYCLING FACILITY						
REVENUES						
49-001-000-42101	Recycling Sales	\$ 1,264,237	\$ 1,234,316	\$ 982,528	\$ (251,788)	-20.40%
EXPENDITURES						
49-001-506-52104	Telecommunications					
49-001-506-52115	Legal Notices	\$ -	\$ 500	\$ -	\$ (500)	-100.00%
49-001-506-52305	Bus. Meetings & Travel	\$ -	\$ 500	\$ -	\$ (500)	-100.00%
49-001-506-52355	Mileage Reimbursement	\$ -	\$ 500	\$ -	\$ (500)	-100.00%
49-001-506-52404	Building Operations	\$ 2,763	(d)	\$ -	\$ -	n/a
49-001-506-52407	Project Equipment Maintenance	\$ 10,899	\$ 25,500	\$ 29,500	\$ (4,000)	-15.69%
49-001-506-52502	Fees/Licenses/Permits	\$ 1,563	\$ 4,250	\$ 4,250	\$ -	0.00%
49-001-506-52620	Recycling Delivery Rebate	\$ 216,346	\$ 400,000	\$ 238,500	\$ 161,500	40.38%
49-001-506-52701	Contract Operating Charges	\$ 240	\$ 1,000	\$ 500	\$ 500	50.00%
49-001-506-52707	Transportation Expense	\$ 465,876	\$ 465,920	\$ 526,865	\$ (60,945)	-13.08%
49-001-506-52858	Engineering Consultants	\$ 4,550	\$ 23,000	\$ 31,100	\$ (8,100)	-35.22%
49-001-506-52901	Environmental Testing	\$ 3,052	\$ 5,000	\$ 5,000	\$ -	0.00%
Total Expenditures		\$ 705,289	\$ 926,170	\$ 835,715	\$ 90,455	9.77%

(d) Transferred to the Property Division in FY16.

**RESOLUTION REGARDING 3-YEAR AGREEMENTS FOR
ECONOMIC ADVISORY AND CONSULTING SERVICES.**

RESOLVED: That the President is hereby authorized to execute agreements with the following firms for on-call Economic Advisory and Consulting Services, substantially as presented and discussed at this meeting:

- Alternative Resources, Inc.
- Connecticut Economic Resource Center
- Environmental Capital, LLC
- Gershman, Brickner & Bratton, Inc.
- HDR Engineering, Inc.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Alternative Resources, Inc.
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.• Financial analysis and financing consultation.• Other independent advisory services as requested by an Authorized Representative of MIRA.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Connecticut Economic Resource Center
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Financial analysis and financing consultation.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Environmental Capital, LLC
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.• Financial analysis and financing consultation.• Other independent advisory services as requested by an Authorized Representative of MIRA.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Gershman, Brickner & Bratton, Inc.
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.• Financial analysis and financing consultation.• Other independent advisory services as requested by an Authorized Representative of MIRA.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	HDR Engineering, Inc.
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.• Financial analysis and financing consultation.• Other independent advisory services as requested by an Authorized Representative of MIRA.

Materials Innovation and Recycling Authority
Agreement Summary
Economic Advisory And Consulting Services

Board of Directors
January 28, 2016

Executive Summary

This is to request that the Board of Directors authorize the President enter into agreements with the following firms to provide on-call Economic Advisory Services, as discussed herein.

- Alternative Resources, Inc.
- Connecticut Economic Resource Center
- Environmental Capital, LLC
- Gershman, Brickner & Bratton, Inc.
- HDR Engineering, Inc.

Discussion

According to section 5.3.5 of MIRA's Procurement Policies and Procedures, MIRA solicits proposals at least once every three years for professional services, including economic advisory and consulting services.

The current agreements for Economic Advisory Services expire on February 29, 2016.

MIRA issued a Request for Qualifications (RFQ) for Economic Advisory And Consulting Services on September 21, 2015.

This RFQ contemplated the following categories of services included in the Economic Advisory And Consulting Services:

- Economic analysis, evaluation and support
- Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.
- Financial analysis and financing consultation.
- Other independent advisory services as requested by an Authorized Representative of MIRA.

Overview of RFP

MIRA issued a Request for Qualifications (RFQ) for Economic Advisory And Consulting Services on September 21, 2015.

The availability of the RFPs was advertised on the Department of Administrative Services State Contracting Portal website and on the MIRA website.

In addition:

- A notice regarding the availability of the RFP was sent to firms who submitted a notice of interest form to CRRRA 3 years ago when the authority last issued an RFP for these services.
- A classified notice regarding the availability of the RFP was advertised in the following Connecticut newspapers:
 - Connecticut Post
 - Hartford Courant
 - La Voz Hispana
 - Northeast Minority News.

Responses to the RFQ For Economic Advisory Services were due by October 22, 2015. MIRA received proposals from six (6) firms:

- Alternative Resources, Inc.
- Connecticut Economic Resource Center
- Econometrica, Inc.
- Environmental Capital, LLC
- Gershman, Brickner & Bratton, Inc.
- HDR Engineering, Inc.

Evaluation of Proposals

MIRA's President identified Mark Daley, MIRA's CFO; Virginia Raymond, MIRA's Operations Manager; Thomas Edstrom, and MIRA's Risk Manager; assisted by Roger Guzowski, MIRA's Contract and Procurement Manager (the "Evaluation Team") to evaluate the Statements of Qualifications that were received.

After reviewing the recommendations and checking references, the Evaluation Team recommends the following five (5) firms due to their extensive experience, especially in regard to solid waste facility experience and/or Connecticut economics:

- Alternative Resources, Inc.
- Connecticut Economic Resource Center
- Environmental Capital, LLC
- Gershman, Brickner & Bratton, Inc.
- HDR Engineering, Inc.

The Evaluation Team does not recommend retaining Econometrica, Inc. The Evaluation Team felt that Econometrica did not demonstrate sufficient solid-waste-related experience, nor

sufficient Connecticut-specific economic experience to envision MIRA utilizing their services during the term, given the quality and quantity of other firms evaluated.

Table 1: Overview of All RFQ Respondent's Professional-Staff Hourly Billing Rates

	ARI	CERC	Econometrica	Environmental Capital	GBB	HDR
CEO/President	\$175	\$165	NA	\$295	\$254	NA
Director/Senior Staff	\$124-170	\$135	\$180	\$195	\$149-212	\$180-255
Professional Staff	\$132	\$115	\$180-\$183.75	NA	\$149-180	\$149-180
Analyst and/or Jr. Professional Staff	NA	\$100	\$60-93.75	NA	\$95-127	\$95-127
Subcontractors	NA	NA	\$125	\$115-250	\$95-250	NA

Table 2: Very brief summary of experience of SOQ respondents recommended by Evaluation Team

Environmental Capital	Have over 30 years of solid waste experience. They serve as financial advisor to 8 solid waste authorities and have assisted in over \$1 billion in comparable project financing. Worked on CRRA Transition Plan. Members of the Evaluation Team felt that the additional engineering and REC expertise of the subs on their team may prove very useful as well. Subs include D&B Engineers and Architects, an engineering firm who has decades of experience with materials recovery facilities (both recycling and MSW), anaerobic digestion facilities, and other waste conversion technologies; and Environmental Attribute Advisors, a national leader in the environmental attribute marketplace who has helped clients develop the environmental attributes of their projects into marketable commodities (e.g. carbon offsets) and has placed more than three million environmental attributes (representing the equivalent of more three million metric tons of carbon dioxide).
HDR	An international engineering firm with nearly 100 years of experience and 220 locations around the world. Provides variety of economic analysis, industry information and financial analysis, and solid waste consulting services related to a variety of solid waste projects including solid waste management plans, technology assessments, procurement support for solid waste services, and facility feasibility studies.
GBB	Has over 35 years of experience as a national solid waste management consulting firm. Subs include Moore & Associates, a consulting firm with several decades of international experience regarding paper markets; Moore Recycling Associates, a firm that has provided over 25 years of research, consulting and management experience regarding packaging, especially post-consumer plastics recycling; and PFM Group, a provider of independent financial advisory services with forty years of experience.
ARI	Has over 30 years of experience providing services for solid waste management, energy generation, and wastewater treatment.
Connecticut Economic Resource Center	Is a non-profit corporation with over 20 years of experience in Connecticut economics and business, including economic development, public-private partnerships, strategic planning and research.

Financial Summary

For the firms awarded an Economic Advisory And Consulting Services Agreement, MIRA makes no financial commitment to any firm or individual in the three year services Agreements. This selection simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.

It should be noted that the cost for any particular task specific RFS that is negotiated with any particular firm pursuant to these three year service agreements will be based on the hourly rates for time (i.e., professional labor rates) and other materials (e.g., copying) that are pre-established in these three year service agreements.

TAB 5

RESOLUTION REGARDING 3-YEAR AGREEMENTS FOR ECONOMIC ADVISORY AND CONSULTING SERVICES.

RESOLVED: That the President is hereby authorized to execute agreements with the following firms for on-call Economic Advisory and Consulting Services, substantially as presented and discussed at this meeting:

- Alternative Resources, Inc.
- Connecticut Economic Resource Center
- Environmental Capital, LLC
- Gershman, Brickner & Bratton, Inc.
- HDR Engineering, Inc.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Alternative Resources, Inc.
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.• Financial analysis and financing consultation.• Other independent advisory services as requested by an Authorized Representative of MIRA.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Connecticut Economic Resource Center
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Financial analysis and financing consultation.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Environmental Capital, LLC
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
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Term Extensions:	Not applicable
Scope of Work:	<ul style="list-style-type: none">• Economic analysis, evaluation and support• Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.• Financial analysis and financing consultation.• Other independent advisory services as requested by an Authorized Representative of MIRA.

Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	Gershman, Brickner & Bratton, Inc.
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
Term:	Through February 28, 2019
Amendment(s):	Not applicable
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Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Presented to the MIRA Board on:	January 28, 2016
Vendor/Contractor(s):	HDR Engineering, Inc.
Effective Date:	March 1, 2016
Contract Type/Subject Matter:	Economic Advisory Services
Facility(ies) Affected:	Not Applicable
Contract Dollar Value:	MIRA makes no financial commitment to any firm or individual for the on-call tasks during the three year services Agreements. The selection of a firm for the on-call tasks simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.
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Materials Innovation and Recycling Authority

Agreement Summary

Economic Advisory And Consulting Services

Board of Directors
January 28, 2016

Executive Summary

This is to request that the Board of Directors authorize the President enter into agreements with the following firms to provide on-call Economic Advisory Services, as discussed herein.

- Alternative Resources, Inc.
- Connecticut Economic Resource Center
- Environmental Capital, LLC
- Gershman, Brickner & Bratton, Inc.
- HDR Engineering, Inc.

Discussion

According to section 5.3.5 of MIRA's Procurement Policies and Procedures, MIRA solicits proposals at least once every three years for professional services, including economic advisory and consulting services.

The current agreements for Economic Advisory Services expire on February 29, 2016.

MIRA issued a Request for Qualifications (RFQ) for Economic Advisory And Consulting Services on September 21, 2015.

This RFQ contemplated the following categories of services included in the Economic Advisory And Consulting Services:

- Economic analysis, evaluation and support
- Industry information, analysis, advice and consultation regarding various solid waste and sustainable materials management markets and trends.
- Financial analysis and financing consultation.
- Other independent advisory services as requested by an Authorized Representative of MIRA.

Overview of RFP

MIRA issued a Request for Qualifications (RFQ) for Economic Advisory And Consulting Services on September 21, 2015.

The availability of the RFPs was advertised on the Department of Administrative Services State Contracting Portal website and on the MIRA website.

In addition:

- A notice regarding the availability of the RFP was sent to firms who submitted a notice of interest form to CRRA 3 years ago when the authority last issued an RFP for these services.
- A classified notice regarding the availability of the RFP was advertised in the following Connecticut newspapers:
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Responses to the RFQ For Economic Advisory Services were due by October 22, 2015. MIRA received proposals from six (6) firms:

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Evaluation of Proposals

MIRA's President identified Mark Daley, MIRA's CFO; Virginia Raymond, MIRA's Operations Manager; Thomas Edstrom, and MIRA's Risk Manager; assisted by Roger Guzowski, MIRA's Contract and Procurement Manager (the "Evaluation Team") to evaluate the Statements of Qualifications that were received.

After reviewing the recommendations and checking references, the Evaluation Team recommends the following five (5) firms due to their extensive experience, especially in regard to solid waste facility experience and/or Connecticut economics:

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sufficient Connecticut-specific economic experience to envision MIRA utilizing their services during the term, given the quality and quantity of other firms evaluated.

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Table 2: Very brief summary of experience of SOQ respondents recommended by Evaluation Team

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Financial Summary

For the firms awarded an Economic Advisory And Consulting Services Agreement, MIRA makes no financial commitment to any firm or individual in the three year services Agreements. This selection simply qualifies a firm or individual as eligible to undertake work for MIRA at a later date, when a specific need is actually identified. Any such future work would be procured through an RFS, and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.

It should be noted that the cost for any particular task specific RFS that is negotiated with any particular firm pursuant to these three year service agreements will be based on the hourly rates for time (i.e., professional labor rates) and other materials (e.g., copying) that are pre-established in these three year service agreements.

TAB 6

**RESOLUTION REGARDING A FIRST AMENDMENT TO
SEWER EASEMENT WITH THE METROPOLITAN
DISTRICT AT THE SOUTH MEADOW STATION SITE**

RESOLVED: That the President is hereby authorized to execute a First Amendment to Sewer Easement with the Metropolitan District (MDC) to make the existing easement subject to an Environmental Land Use Restriction (ELUR) to be recorded on the City of Hartford land records for the South Meadow Station site, substantially as presented and discussed at this meeting; and

FURTHER RESOLVED: That MIRA establish a dedicated reserve account for the accrual of funds to reimburse MDC for future out of pocket costs or expenses incurred by MDC in complying with conditions imposed by the ELUR; and

FURTHER RESOLVED: That the dedicated reserve account be funded via the transfer of \$153,300 from the Mid-Connecticut Project Operating Account.

Materials Innovation and Recycling Authority

Contract for

First Amendment to Sewer Easement at the South Meadow Station Site

Presented to the CRRA Board on: January 28, 2016

Vendor/ Contractor(s): The Metropolitan District (MDC)

Effective date: Upon Execution

Contract Type/Subject matter: Amendment to a Real Property Easement

Facility (ies) Affected: South Meadow Station Site

Original Contract: Easement Recorded on August 29, 1977

Term: Not Applicable (Runs with the Land)

Contract Dollar Value: No Aggregate Cap Specified

Amendment(s): This Would Be First Amendment

Term Extensions: Not Applicable

Scope of Services: The Metropolitan District (MDC) holds a sewer easement across the South Meadow Station site for a sewage sludge force main. MDC agrees to irrevocably subject its easement to an Environmental Land Use Restriction (ELUR) to be recorded as part of the South Meadow Station site remediation. MIRA agrees to reimburse MDC for any out of pocket costs or expenses incurred by MDC in complying with conditions imposed by the ELUR.

Other Pertinent Provisions: Establish a dedicated reserve account for accrual of funds to pay potential future reimbursement requests.
Fund the dedicated reserve account with \$153,300 from the Mid-Connecticut Project Operating Account.

Materials Innovation and Recycling Authority

First Amendment to Sewer Easement at the South Meadow Station Site

January 28, 2016

Executive summary

This is to request approval for the President to execute a First Amendment to Sewer Easement with the Metropolitan District (MDC). Under this First Amendment, MDC agrees to irrevocably subject its easement for a sewage sludge force main at the South Meadow Station site to an Environmental Land Use Restriction (ELUR), which ELUR is to be recorded as part of the remediation of the South Meadow Station site. In exchange for MDC's agreement to enter into this First Amendment, MIRA agrees to reimburse MDC for future out of pocket costs associated with complying with the ELUR. There is no aggregate cap on the potential future reimbursement amount; however, reimbursement is specifically to cover "any out of pocket costs or expenses incurred by Grantee (MDC) in complying with the conditions imposed by the ELUR."

Background

On December 22, 2000, CRRA and TRC Companies, Inc. executed a contract entitled *Exit Strategy™ Contract For South Meadow Station Site Between Connecticut Resources Recovery Authority And TRC Companies, Inc.* (the "Exit Strategy™ Contract"). The Exit Strategy™ Contract was a prerequisite to the transfer of the South Meadows property and the Electric Generating Facility (EGF) from Connecticut Light & Power Company (CL&P) to CRRA in early CY 2001. The purpose of the Exit Strategy™ Contract was to establish TRC as the "Certifying Party" under the Connecticut Transfer Act, thereby shifting the environmental remediation responsibility to TRC following transfer of the property from CL&P to CRRA. TRC is therefore responsible for remediation of pre-existing pollution conditions at, under or migrating from the site as required by applicable law, including, but not limited to, the State of Connecticut Remediation Standard Regulations ("RSR") and the Transfer Act.

Under the Exit Strategy™ Contract, TRC is obligated to select and complete remediation activities at the site that fulfill all requirements of applicable law without materially interfering with current and future Site operations (as such operations were defined at the time the Exit Strategy™ Contract was executed). As permitted under the RSR, the Exit Strategy™ Contract allows TRC to utilize ELURs to achieve remediation goals appropriate for an industrial/commercial ("I/C") site located within a "GB" groundwater designation area (i.e., an

area where degradation of groundwater has occurred due to urbanization and where treatment would therefore be required before groundwater could be consumed). TRC has therefore remediated highly-contaminated soils and groundwater to meet I/C and GB standards. TRC has also placed appropriate minimum depths of clean cover soils and/or constructed engineered controls to render remaining contamination inaccessible and/or environmentally isolated.

Under the Exit Strategy TM Contract, MIRA is obligated to consent to appropriate ELURs, provided that TRC consults with MIRA prior to implementing each ELUR, and that such ELURs do not materially interfere with MIRA's use of the site. Additionally, it is MIRA's obligation "to ensure that... all Interest Holders consent and subordinate their interests to appropriate ELURs or other restrictions or controls required in connection with the Remediation, which are necessary to render soils inaccessible or environmentally isolated, or to restrict portions of the Site from use for residential activities, as defined in the RSRs; provided, however, that any such ELURs shall not materially interfere with... any Interest Holder's use of its interests in the site, as currently conducted or as described in Exhibit F" of the Exit Strategy TM Contract.

Discussion

On August 29, 1977, the Hartford Electric Light Company (predecessor company to CL&P) granted an easement to MDC, which easement is recorded in the City of Hartford Land Records (a copy of the Sewer Easement is attached). The easement grants MDC "a right to lay, maintain, operate, construct, use, alter, repair and replace a single sewer line and appurtenances thereto, in, through, on and over" the described easement area at the South Meadow Station site. This easement is associated with a sludge force main that conveys sewage sludge from the MDC's East Hartford water pollution control facility (WPCF) to its Hartford WPCF (located on Brainard Road in Hartford). The easement crosses the northern tip of the South Meadow Station site, and measures approximately 160' in length and 10' in width. By virtue of its easement, MDC is an "Interest Holder" in the South Meadow Station site; therefore, MDC must subordinate its easement to the proposed ELUR before the ELUR can be recorded in the City of Hartford Land Records.

In return for its agreement to subordinate its easement to the ELUR, MDC has requested that MIRA reimburse MDC for any out of pocket costs or expenses incurred by MDC as a result of compliance with the conditions imposed by the ELUR. As cited in the First Amendment to Sewer Easement (a copy of which is attached), examples of such expenses may include, but are not necessarily limited to, the following:

- MIRA will not be responsible for the costs incurred by MDC to excavate and repair or replace its sewer line, but MIRA would be responsible for the costs to dispose of any contaminated soil generated as a result of the excavation; and,
- MIRA would not be responsible for replacement of excavated soil into the excavated area or replacement of any bituminous pavement or existing landscaping that may be present at the surface of the Sewer Easement, but MIRA would be responsible for payment of the cost for MDC to refill the excavated area with clean soil, and reinstall the geotextile warning layer located below the top two feet of soil in certain areas over the Sewer Easement.

The First Amendment does not stipulate a maximum amount or an aggregate amount to be reimbursed by MIRA; however, MIRA's potential future liabilities are limited by the relatively small size of the sewer easement, and by the terms and conditions that specify reimbursement would be for out of pocket costs or expenses incurred by MDC as a result of compliance with the conditions imposed by the ELUR. Additionally, MIRA's future liabilities under the First Amendment will decrease each time that existing contaminated soil is replaced with clean soil when MDC performs work within the sewer easement.

It should also be noted that, in addition to reimbursing MDC for any out of pocket costs or expenses incurred by MDC as a result of compliance with the conditions imposed by the ELUR, the First Amendment to Sewer Easement also includes language whereby MIRA agrees to indemnify and hold harmless MDC for any damages and costs incurred by MDC and caused by such contamination. This indemnification shall not apply to any pollutants that are present due to the acts or omissions of MDC. The First Amendment to Sewer Easement also specifies that the indemnity set forth in subparagraph (b) of the fourth paragraph on page 2 of the existing Sewer Easement (whereby MDC indemnifies and holds MIRA harmless for any and all costs, levies, taxes, assessments, liabilities, claims, judgements and expenses, including attorney's fees that may arise out of MDC's exercise of its rights under the Sewer Easement) shall not apply to any activities by or on behalf of MDC in complying with the terms and conditions of the ELUR. While this indemnification does add potential future risks, such risks are minimized by the relatively small size of the sewer easement, and the fact that the Sewer Easement limits the allowed improvements to a single sewer line.

Given the potential future liabilities and risks associated with the First Amendment to Sewer Easement, and given that the site-wide ELUR can not be recorded until after all Interest Holders agree to subordinate their interests to the ELUR, MIRA will only execute the First Amendment to Sewer Easement if all other "Interest Holders" in the South Meadow Station site also agree to subordinate their respective interests.

Financial Summary

MDC has requested that MIRA reimburse MDC for any out of pocket costs or expenses incurred by MDC as a result of compliance with the conditions imposed by the ELUR. The First Amendment does not stipulate a maximum amount or an aggregate amount to be reimbursed by MIRA.

At MIRA's request, TRC developed a cost estimate to help identify potential future costs. The sum total of the cost estimate developed by TRC was \$63,875, and included: (1) transportation and disposal of contaminated soil to a depth of 7.5' across the entire sewer easement area; (2) purchase and installation of clean backfill material; and (3) administrative costs associated with ELUR compliance (i.e., DEEP notification; oversight, inspection and reporting by a Licensed Environmental Professional; waste characterization sampling, etc.). It should be noted that TRC limited the depth of excavation work to 7.5' because the sludge force main is located at or above this horizon; however, the RSR apply to soil within 15' of the ground surface.

Management requests authorization to establish a dedicated reserve account for the accrual of funds to reimburse MDC in the future for out of pocket costs or expenses incurred by MDC as a

result of compliance with the conditions imposed by the ELUR. Management further requests authority to transfer \$153,300 from the Mid-Connecticut Project Operating Account to fund the dedicated reserve account. The requested amount of \$153,300 is equal to the cost estimate provided by TRC (\$63,875), multiplied by two to apply the costs to the full depth (i.e., 15') of soil regulated by the RSR, plus a 20% contingency.

It should be noted that it could be many years before MDC undertakes any activities within the sewer easement that would trigger a request for reimbursement.

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS That THE HARTFORD ELECTRIC LIGHT COMPANY, a corporation specially chartered by the General Assembly of the State of Connecticut, and located in the Town of Berlin, County of Hartford, State of Connecticut, hereinafter called Grantor, for the consideration of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of THE METROPOLITAN DISTRICT, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within said State, hereinafter called the Grantee, does give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns forever, a right to lay, maintain, operate, construct, use, alter, repair and replace a single sewer line and appurtenances thereto, in, through, on and over a certain piece or parcel of land situated on the northeasterly side of Reserve Road in the Town of Hartford, County of Hartford and State of Connecticut, more particularly described as follows:

The aforesaid parcel is a strip of land ten (10) feet in width, the southeasterly and northeasterly limits of which are five (5) feet southeasterly and northeasterly from and parallel to the hereinafter described center line and the northwesterly and southwesterly limits of which are five (5) feet northwesterly and southwesterly from and parallel to said center line.

The center line of said strip is more particularly described as follows:

Beginning at a point in the northeasterly street line of Reserve Road which point is 92 feet, more or less, southeasterly from a CHD monument marking the southwesterly corner of land of the Grantor, as measured along said northeasterly street line of Reserve Road; thence running in a northeasterly direction a distance of 95 feet, more or less; thence running in a northwesterly direction in a line making an angle to the right with the last described line of 100° 34', a distance of 144 feet, more or less, to a point in the northwesterly line of said land of the Grantor.

Said ten-foot strip and center line are more particularly shown on a certain map entitled, "The Metropolitan District Bureau of Public Works P.O. Box 800 Hartford, Connecticut East Hartford Sludge Force Main Exchange of Right-of-Way at The Hartford Electric Light Co. - South Meadow Generating Station Hartford Scale: 1"=20' Serial No. 16721 April 1977," to be filed in the office of the Town Clerk of Hartford.

Within said ten-foot strip, the Grantee shall have the right to construct, maintain, inspect, use, operate, repair and replace a single sewer line and its appurtenances, including manholes, embankments and sewage tanks or valves, and to enter in and upon said parcel and to pass over the same and excavate therein for said purposes. Said Grantee shall have the right within said parcel to cut trees and bushes and to alter any existing watercourse or perform other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said sewer.

The Grantor shall not erect or allow to be erected any large structures on said right-of-way and shall not plant or allow to be planted or grown any large trees thereon nor perform any work thereon within said strip which may endanger or interfere with said sewer.

The Grantor does also grant to the Grantee the right to use during the original construction of said sewer additional strips of land 30 feet in width on the northeasterly, northwesterly and southeasterly sides of the above-described permanent ten-foot right-of-way at the locations as shown on said map.

Within said additional thirty-foot strips of land, the Grantee shall have the right to cut trees and bushes as may be convenient or necessary and to pass and repass with men and equipment, to operate equipment and install material incidental to the construction of said sewer and to excavate and fill, and, if necessary, to form embankments over said sewer.

By the acceptance of this deed, the Grantee covenants and agrees for itself, its successors and assigns:

- (a) to restore the easement areas to a neat and orderly condition subsequent to the exercise of any rights herein granted;
- (b) to indemnify and hold the Grantor, its successors and assigns, harmless from any and all costs, levies, taxes, assessments, liabilities, claims, judgments and expenses, including attorneys' fees that may arise out of the exercise of the rights herein granted;
- (c) not to interfere with any structures, wires, cables or other conductors that may now or hereafter be erected upon, over, under and across the above-described easement areas.

The Grantor herein reserves the right to itself, its successors and assigns, to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which shall not in any way interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purposes for which this easement is granted.

TO HAVE AND TO HOLD the above-granted right, privilege and authority unto the said Grantee and its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto caused its hand and seal to be affixed this 29th day of August 1977.

Signed, sealed and delivered in presence of:

J. W. Litchfield
J. W. Litchfield
Herbert A. Slicer
Herbert A. Slicer

THE HARTFORD ELECTRIC LIGHT COMPANY (L.S.)

By

F. L. Kinney
F. L. Kinney

Its



STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss: Berlin

On this, the 29th day of August, 1977, before me, the undersigned officer, personally appeared F. L. Kinney who acknowledged himself to be the Vice President of The Hartford Electric Light Company, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President, and as the free act and deed of said corporation,

In witness whereof, I have hereunto set my hand and official seal.

George W. Litchfield
George W. Litchfield

Notary Public

My commission expires: April 1, 1978



Box 8-16-77
GWL 8/25/77

Rec. for Record FEB 15 1978

at 150 P.M. Robert J. Sullivan Town Clerk.

FIRST AMENDMENT TO SEWER EASEMENT

This First Amendment To Sewer Easement (the "First Amendment") is made and entered into as of this ____ day of January, 2016 (the "Effective Date") by and between **MATERIALS INNOVATION AND RECYCLING AUTHORITY**, a political subdivision of the State of Connecticut, having a principal place of business at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 ("Grantor") and **THE METROPOLITAN DISTRICT**, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within said State and a principal place of business at 555 Main Street, Hartford, Connecticut 06103 ("Grantee").

Preliminary Statement

On August 29, 1977, Hartford Electric Light Company, predecessor-in-interest to Grantor, granted to Grantee a certain sewer easement across the northerly portion of certain real property situated on the northeasterly side of Reserve Road and known as 300 Maxim Road in Hartford, Connecticut (the "Property"), which easement is recorded in Volume 1614, at Page 271 of the Hartford Land Records (the "Sewer Easement," and the Sewer Easement together with this First Amendment are hereinafter collectively referred to as the "Agreement").

In connection with Grantor's remediation of the Property, Grantor has determined that soils below the ground surface in certain areas of the Property are contaminated with arsenic, lead, petroleum, polyaromatic hydrocarbons and asbestos above applicable standards established by the State of Connecticut's Department of Energy and Environmental Protection ("DEEP"), which areas are more particularly identified as "ELUR SUBJECT AREA 'A-1'" and "ELUR SUBJECT AREA 'G-b'" on the plans attached hereto as **Exhibit A** and made a part hereof (collectively, the "Contamination Area"). The entire area of the Sewer Easement that is located on the Property is situated within the Contamination Area. As a result of such contamination, Grantor intends to file an Environmental Land Use Restriction (the "ELUR") on the Hartford Land Records to ensure that any disturbance of the soils in the Contamination Area, among other areas, is performed with prior written notice to DEEP and in accordance with proper soil management practices. Accordingly, Grantor has requested that Grantee subject its Sewer Easement to the terms and conditions of the ELUR. Grantor and Grantee now desire to amend the Sewer Easement in accordance with the terms and conditions set forth below.

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, Grantor and Grantee hereby amend the Sewer Easement as follows.

Terms And Conditions

1. **ELUR**. Grantee hereby agrees to irrevocably subject the Sewer Easement to the terms and conditions of the ELUR, and to perform all work within the Contamination Area, including but not limited to excavation, construction, paving, and installation, removal or replacement of structures, pipes, drainage facilities or other improvements, whether above or below ground on the Contamination Area, in conformance with such terms and conditions. In the event that any such work is warranted, Grantor shall in good faith cooperate with Grantee to the

extent necessary for Grantee to secure any requisite releases from DEEP for such work, and Grantor shall reimburse Grantee for any out of pocket costs or expenses incurred by Grantee in complying with the conditions imposed by the ELUR. By way of example and not limitation, Grantor shall not be responsible for the costs incurred by Grantee to excavate and repair or replace its sewer line, but Grantor would be responsible for the costs to dispose of any contaminated soil generated as a result of the excavation. By way of further example and not limitation, Grantor would not be responsible for replacement of excavated soil into the excavated area or replacement of any bituminous pavement or existing landscaping that may be present at the surface of the Sewer Easement, but Grantor would be responsible for payment of the cost for Grantee to refill the excavated area with clean soil, and reinstall the geotextile warning layer located below the top two feet of soil in certain areas over the Sewer Easement. Grantor shall provide Grantee with a copy of the ELUR that Grantor submits to DEEP for Grantee's review and approval. Upon DEEP's approval of the ELUR, Grantor shall submit such approved ELUR to Grantee for its review and approval prior to recording the same on the Hartford Land Records.

2. **No Liability.** Nothing herein contained shall be construed as an admission by Grantee that it has caused or contributed in any manner to the contamination on the Property, and Grantor shall indemnify and hold harmless Grantee for any damages and costs incurred by Grantee and caused by such contamination. The foregoing obligation shall not apply to any pollutants that are present due to the acts or omissions of Grantee. For the avoidance of doubt, the indemnity set forth in subparagraph (b) of the fourth paragraph on page 2 of the Sewer Easement shall not apply to any activities by or on behalf of Grantee in complying with the terms and conditions of the ELUR.

3. **Governing Law.** The Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut without giving effect to conflict of laws principles.

4. **Amendments.** The Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to the Agreement.

5. **Entire Agreement.** The 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.

6. **No Waiver.** Failure to enforce any provision of the 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 the Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof.

7. **Successors and Assigns.** The Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

8. **Severability.** Grantor and Grantee understand and agree that if any part, term or provision of the Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of the Agreement shall not be affected, and

the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

9. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under the Agreement, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.

10. **Ratification.** Except as specifically amended above by this First Amendment, all of the other terms and conditions of the Sewer Easement are hereby ratified and confirmed in all respects, and declared to be and remain in full force and effect.

(Signatures on following page)

Signed, Sealed and Delivered
in the Presence of:

THE METROPOLITAN DISTRICT

Witness

By:

Name:

Title:

Witness

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: _____

On this _____ day of January, 2016, before, me the undersigned,
_____, personally appeared, proved to me through satisfactory evidence
of identification, which was (circle one of the following) Driver's License/Personal Knowledge, to
be the person whose name is signed on the preceding document and acknowledged to me that
he/she signed it voluntarily for its stated purpose as the _____ of THE
METROPOLITAN DISTRICT.

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

Name:

Commissioner of the Superior Court

Notary Public

My Commission Expires: