

MATERIALS INNOVATION AND RECYCLING AUTHORITY

September 21, 2022

A Regular meeting of the Board of Directors of the Materials Innovation and Recycling Authority Board of Directors was held via Zoom on Wednesday, September 21, 2022. Present via audio or video conferencing were:

Appointed Directors:

Chairman Stein
Vice Chairman Jim Hayden
Carl Fortuna, Jr.
Bert Hunter
Susan Weisselberg (until 10:33 a.m.)
Ed Mone
Leonard Assard
Dave Steuber
Rich Soderman
Luke Bronin

Present from MIRA:

Tom Kirk, President
Mark Daley, Chief Financial Officer
Laurie Hunt, Director of Legal Services
Peter Egan, Director of Operations and Environmental Affairs
Tom Gaffey, Director of Recycling and Enforcement
Cheryl Kaminsky, Manager of Accounting and Financial Reporting
Dave Bodendorf, Senior Environmental Engineer/Manager of Construction and Power Products
Tina Mateo, Asst. Director of Budgets and Cash Management

Others Present:

Miguel Escalera, Kainen, Escalera & McHale
Ann Catino, Halloran & Sage

Chairman Stein called the meeting officially to order at 9:31 a.m. and said that 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 who wished to address the Board, Chairman Stein proceeded with the meeting.

Due to the time constraints of board members, Chairman Stein re-ordered the Agenda, tabling Items III and IV to later in the meeting, and proceeding with Item V.

V. OS & HR COMMITTEE

V.b. EXECUTIVE SESSION

Chairman Stein requested a motion to go into Executive Session to discuss personnel employment matters, including anticipated required FY 23 staffing, addendums to executive employment agreements, and personal service agreements with departing executive employees. The motion was made by Director Mone, seconded by Director Assard. Chairman Stein requested that Tom Kirk, Mark Daley, Peter Egan, Laurie Hunt, Attorney Escalera and Attorney Catino participate in the discussion.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Weisselberg, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		

Sue Weisselberg	X		
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

The Executive Session commenced at 9:35 a.m. and concluded at 10:21 a.m. Chairman Stein noted that no votes were taken in Executive Session, and proceeded with the Agenda.

Director Hayden, Chair of MIRA’s OS&HR Committee, gave a brief summary of the OS&HR motions (Agenda items V.c. through V.h).

V.c. RESOLUTION TO AMEND AND PROVIDE NOTICE OF TERMINATION OF MARK DALEY’S CFO EMPLOYMENT AGREEMENT

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Mone and seconded by Director Soderman.

WHEREAS, the Authority and Mark Daley entered into an employment agreement effective as of July 1, 2021 for his services as Chief Financial Officer (hereafter the “CFO Employment Agreement”);

WHEREAS, the Authority desires to terminate Mark Daley’s CFO Employment Agreement on January 6, 2023, and hire Mark Daley to serve as MIRA’s President & CEO and CFO beginning at close of business on January 6, 2023;

WHEREAS, by specifying the date for the termination of the CFO Employment Agreement, MIRA will control the date personnel transition and will not be reliant on receipt of resignations from MIRA’s executive team, submitted on dates of their choosing;

WHEREAS, under Mark Daley's current CFO Employment Agreement he is entitled to payment of one year of severance, reimbursement for one year of COBRA costs, and payment of accrued but unused vacation upon termination of the CFO Employment Agreement, either by virtue of his voluntary resignation or by termination without cause;

WHEREAS, amending Mark Daley's CFO Employment Agreement to provide that the severance due to Mark Daley under his CFO Employment Agreement will be paid in a lump sum following the execution by Mark Daley of a Release of Claims in favor of MIRA will address the concerns that Mark Daley's earned severance payments may not be made until some unspecified time in the future or may be interrupted in the future based on unforeseen circumstances;

WHEREAS, amending Mark Daley's CFO Employment Agreement to provide that the severance and COBRA costs due to Mark Daley under his CFO Employment Agreement will be paid in a lump sum will not increase MIRA's financial obligations because the payment of one year of severance, reimbursement for one year of COBRA costs, and payment for accrued but unused vacation are all required under the CFO Employment Agreement previously approved by the Board, and are fully budgeted and reserved;

WHEREAS, payment of the severance due to Mark Daley in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid severance in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, payment of the COBRA reimbursement due to Mark Daley in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid an allocation for health insurance costs in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, because Mark Daley will be continuing his active employment with MIRA when he assumes the additional roles of President & CEO, he will not be able to elect COBRA coverage and receive payment for the year of COBRA costs to which he would otherwise be entitled upon termination of his CFO Employment Agreement;

WHEREAS, Mark Daley's CFO Employment Agreement should be amended to provide that upon termination of the CFO Employment Agreement, Mark Daley will be paid a lump sum amount equivalent to one year of COBRA costs, so that Mark Daley will not be denied the paid COBRA benefit to which he is contractually entitled under the CFO Employment Agreement;

WHEREAS, because Mark Daley's CFO Employment Agreement requires that his 401K benefits be paid out upon termination of that contract, the CFO Employment Agreement should be amended to clarify that Mark Daley's participation in MIRA's 401K Plan will continue uninterrupted with no break in service when he assumes the additional roles of President and CEO;

WHEREAS, Mark Daley's CFO Employment Agreement requires that he be paid for accrued but unused vacation, subject to appropriate administrative adjustments in accordance

with the employee handbook, personal leave, and PTO upon termination of the CFO Employment Agreement, which payment is made in a lump sum in accordance with MIRA's payroll practices, MIRA should adhere to its obligation to pay Mark Daley for accrued but unused vacation in a lump sum upon termination of the CFO Employment Agreement;

WHEREAS, the amendments to Mark Daley's CFO Employment Agreement and the termination of Mark Daley's CFO Employment Agreement are contingent upon the termination of Thomas D. Kirk's contract of employment as MIRA's President & CEO on or before January 6, 2023.

WHEREAS, the Addendum to Mark Daley's Employment Agreement will include the following essential terms:

- **Release of Claims.** Mark Daley will execute the Release of Claims in favor of MIRA with terms specified by MIRA ("Release");
- **Notice of Termination of CFO Employment Agreement.** MIRA provides notice to Mark Daley of the termination of Mark Daley's employment under the CFO Employment Agreement without cause effective at close of business on January 6, 2023, in accordance with Section 8(b) of the CFO Employment Agreement;
- **Severance.** MIRA will pay Mark Daley a lump sum payment equal to one year of pay, with such payment to be made within 30 days of Effective Date of the Release;
- **Accrued but Unused Vacation/Personal Leave/PTO.** MIRA will pay Mark Daley a lump sum payment for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO, with such payment to be made within 30 days of the Effective Date of the Release;
- **COBRA.** MIRA will pay Mark Daley a lump sum equivalent to his COBRA costs for a twelve-month period, with such payments to commence within 30 days of the Effective Date of the Release;
- **Uninterrupted Participation in 401K.** MIRA shall not pay out the balance of Employee's 401K account to Mark Daley upon termination of his employment under the CFO Employment Agreement. Instead, Mark Daley's participation in MIRA's 401K Plan shall continue uninterrupted following the termination of Mark Daley's employment under the CFO Employment Agreement and his assumption of the duties of MIRA's President and CEO under the President and Chief Executive Officer Employment Agreement to be executed by the Parties; and
- **Contingency.** The Addendum to Mark Daley's CFO Employment Agreement is contingent upon the termination of the Amended Employment Agreement of Thomas D. Kirk pursuant to its terms on or before close of business on January 6, 2023. If the Amended Employment Agreement of Thomas D. Kirk is not terminated on or before

close of business on January 6, 2023, the Addendum Agreement and the notice of termination of the CFO Employment Agreement shall be void and have no effect, without further notice or action by either Party.

RESOLVED: That the Chairman of the Board is hereby authorized to enter into an Addendum to Mark Daley’s CFO Employment Agreement amending the terms of the CFO Employment Agreement as discussed at this meeting;

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Weisselberg, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg	X		
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

V.d. RESOLUTION TO HIRE MARK DALEY AS PRESIDENT AND CEO

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Soderman and seconded by Director Mone.

WHEREAS, the Authority and Mark Daley entered into an employment agreement effective as of July 1, 2021 for his services as Chief Financial Officer (hereafter the “CFO Employment Agreement”);

WHEREAS, in connection with the wind down, decommissioning, and closure activities for the South Meadows Waste-to-Energy Facility, the Authority will be terminating the employment of Thomas Kirk, its current President & CEO, on January 6, 2023;

WHEREAS, following the termination of Tom Kirk’s employment as MIRA’s President & CEO on January 6, 2023, MIRA desires to retain the services of Mark Daley to serve as MIRA’s President & CEO and CFO beginning at close of business on January 6, 2023;

WHEREAS, under the President and CEO Employment Agreement, Mark Daley will perform the duties of President & CEO in addition to continuing to perform the duties of CFO;

WHEREAS, Mark Daley, in his capacity as MIRA’s President & CEO, shall be authorized to execute contract and procurement documents and payments calling for the signature of MIRA’s President;

WHEREAS, Mark Daley, in his capacity as MIRA’s CFO, shall be authorized to execute contract and procurement documents and payments calling for the signature of MIRA’s CFO;

WHEREAS, all MIRA checks require two signatures, currently the signatures of Thomas Kirk as President and Mark Daley as CFO, which is a good governance practice;

WHEREAS, the practice of requiring two signatures on all MIRA checks shall continue after Mark Daley assumes the position of MIRA’s President on January 6, 2023, by requiring the signatures of Mark Daley as MIRA’s President and Cheryl Kaminsky as MIRA’s Manager of Accounting & Financial Reporting on all MIRA checks;

WHEREAS, Mark Daley is uniquely qualified to take on the responsibilities of President & CEO and CFO for the Authority for the remainder of the wind down and closure period, having served as MIRA’s CFO since September 3, 2013;

WHEREAS, the employment agreement for Mark Daley for the positions of President & CEO and CFO will include the following essential terms:

- **Term:** Commences on January 6, 2023, at close of business, for one year, with successive 6-month renewal terms.

- **Hours:** Mark Daley will typically work thirty (30) hours per week, working in the office Mondays through Thursdays, plus be available for work from home on Fridays. Mark Daley will work additional work hours as may be necessary to meet work requirements.
- **Acting President & CEO:** Between the date of execution of the attached President and CEO Employment Agreement and the Commencement Date, MIRA may, at its discretion, appoint Mark Daley to serve as Acting President and CEO of MIRA at Mark Daley's then current rate of compensation and benefits.
- **Compensation:** The compensation rate for Term of the President and CEO Employment Agreement and for any Renewal Term, subject to modification as recommended by the Organizational Synergy & Human Resources Committee and approved by the Board of Directors, will be at a bi-weekly rate of \$6,000.00 (\$156,000.00 annualized), plus an annual cost of living adjustment effective on the first day of July of no less than the percentage increase in the Consumer Price Index for the previous year. Note that the compensation for the position of President and CEO for Mark Daley is consistent with MIRA's budget and is less than Mark Daley's current compensation of \$199,860.96.
- **Benefits:** Same as other MIRA employees. There shall be no break in Mark Daley's service to MIRA in connection with his assumption of the duties of MIRA's President and CFO and therefore no interruption of his employment benefits.
- **Vacation: 4 weeks annually.**
- **Termination Without Cause, Termination for Disability, Termination by Non-Renewal, Termination by Resignation for Good Reason, Termination Because of Death:** MIRA may terminate upon forty-five (45) days advance written notice, but in the event of any such termination MIRA will pay Mark Daley severance pay equal to Fifty Percent (50%) of the salary remaining in the Term or Renewal Term, calculated at the Mark Daley's then-annual salary rate or twelve (12) weeks of severance pay, whichever is greater; provided that Mark Daley first executes a Release in favor of MIRA. No reimbursement for COBRA costs upon termination for any reason.
- **Voluntary Resignation or Termination for Cause:** No Severance. No payment of accrued but unused vacation if 45 days advance notice of voluntary resignation (without good reason) is not provided.
- **Consulting Assistance:** During the one-year period following the termination of Mark Daley's employment for any reason, he will make himself reasonably available to answer questions and provide advice to MIRA relating in any way to MIRA's operations, financial matters, contractual arrangements, legal and regulatory matters, or personnel administration and shall make his best good faith effort to provide timely

and accurate responses to any inquiries posed by MIRA. There shall be no charge to MIRA for said consulting assistance rendered by Mark Daley.

- **Cooperation in Defending Suits or Claims:** If any suit or claim is brought by a third Party against MIRA or in any suit or claim involving or related to MIRA regarding any act or omission relating MIRA that occurred prior to Mark Daley's termination, Mark Daley will reasonably cooperate in the defense of any such suit or claim by voluntarily providing truthful information, affidavits or testimony if requested to testify by MIRA; provided that if Mark Daley is required to travel more than 50 miles in order to testify in any such suit or proceeding, MIRA shall reimburse Mark Daley's reasonable expenses for travel, food, lodging in connection with said travel.
- **Contingency:** The employment agreement with Mark Daley for the position of President & CEO and CFO is contingent upon the termination of Tom Kirk's contract of employment as MIRA's President & CEO on or before January 6, 2023. If Tom Kirk's contract of employment as MIRA's President & CEO is not terminated on or before close of business on January 6, 2023, The employment agreement with Mark Daley for the position of President & CEO and CFO shall void and have no effect, without further notice or action by either Party.

WHEREAS, MIRA's enabling statute provides that "...any contract for which the annual consideration is greater than fifty thousand dollars shall be approved by a two-thirds vote of the authority's full board of directors."

NOW, THEREFORE, it is RESOLVED:

First, that the Chairman of the Board is hereby authorized to enter into a new employment agreement with Mark Daley to serve as President & CEO and CFO beginning on January 6, 2023 at close of business, substantially on the terms and with the provisions discussed at this meeting;

Second, that the practice of requiring two signatures on all MIRA checks shall continue after Mark Daley assumes the position of MIRA's President on January 6, 2023, initially by requiring the signatures of Mark Daley as MIRA's President and Cheryl Kaminsky as MIRA's Manager of Accounting & Financial Reporting on all MIRA checks;

Third, that in his capacity as MIRA's President & CEO, Mark Daley shall be authorized to execute contract and procurement documents and payments calling for the signature of MIRA's President; and

Fourth, that in his capacity as MIRA's CFO, Mark Daley shall be authorized to execute contract and procurement documents and payments calling for the signature of MIRA's CFO. The motion previously made and seconded was unanimously approved.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Weisselberg, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg	X		
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

V.e. RESOLUTION REGARDING ADDENDUM TO AND NOTICE OF TERMINATION OF TOM KIRK EMPLOYMENT AGREEMENT

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Mone and seconded by Director Soderman.

WHEREAS, MIRA and Thomas D. Kirk entered into an Amended Employment Agreement for the period from July 1, 2021 to June 30, 2022, with successive one-year renewal

terms, for the position of MIRA's President (hereafter the "Thomas Kirk's Employment Agreement");

WHEREAS, in connection with the wind down, decommissioning, and closure activities for the South Meadows Waste-to-Energy Facility, the Authority will be terminating the employment of Thomas Kirk, its current President & CEO, on January 6, 2023;

WHEREAS, the Authority wishes to provide written notice to Thomas Kirk of the termination of his employment effective on January 6, 2023, without cause due to a reduction in force;

WHEREAS, the Authority thanks and commends Thomas D. Kirk for his faithful leadership and service to Materials Innovation and Recycling Authority and the Connecticut Resources Recovery Authority for 20 years, since December 16, 2002;

WHEREAS, the Authority desires to enter into an employment agreement with Mark Daley, its current CFO, to serve as the Authority's President and CEO beginning January 6, 2023;

WHEREAS, by specifying the date for the termination of Thomas Kirk's Employment Agreement, MIRA will control the date personnel transition and will not be reliant on receipt of resignations from MIRA's executive team, submitted on dates of their choosing;

WHEREAS, under Thomas Kirk's Employment Agreement he is entitled to payment of one year of severance, reimbursement for one year of COBRA costs, and payment of accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO upon termination of the Thomas Kirk's Employment Agreement, either by virtue of his voluntary resignation or by termination without cause;

WHEREAS, amending Thomas Kirk's Employment Agreement to provide that the severance due to Thomas Kirk under Thomas Kirk's Employment Agreement will be paid in a lump sum following the execution by Thomas Kirk of a Release of Claims in favor of MIRA will address the concerns that Thomas Kirk's earned severance payments may be interrupted in the future based on unforeseen circumstances;

WHEREAS, amending Thomas Kirk's Employment Agreement to provide that the severance and COBRA costs due to Thomas Kirk under Thomas Kirk's Employment Agreement will be paid in a lump sum will not increase MIRA's financial obligations because the payment of one year of severance, reimbursement for one year of COBRA costs, and payment for accrued but unused vacation are all required under Thomas Kirk's Employment Agreement, which was previously approved by the Board, and which costs are fully budgeted and reserved;

WHEREAS, payment of the severance due to Thomas Kirk in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid severance in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, payment of the COBRA reimbursement due to Thomas Kirk in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid an allocation for health insurance costs in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, because Thomas Kirk's Employment Agreement requires that he be paid for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO upon termination of Thomas Kirk's Employment Agreement, which payment is made in a lump sum in accordance with MIRA's payroll practices, MIRA should adhere to its obligation to pay Thomas Kirk for accrued but unused vacation in a lump sum upon termination of Thomas Kirk's Employment Agreement;

WHEREAS, Thomas Kirk has requested that following his termination, MIRA reimburse his COBRA premiums for a five-month period and pay him a lump sum payment equivalent to seven months of COBRA costs (for a total of 12 months of COBRA costs as required under Thomas Kirk's Employment Agreement);

WHEREAS, the Authority wishes to clarify that Thomas Kirk shall answer work-related inquiries from MIRA for the one-year period following the termination of his employment without charge to MIRA; and

WHEREAS, the Authority wishes to clarify that Thomas Kirk may be called upon to testify on behalf of MIRA, not just in suits or claims brought by a third parties against MIRA, but also in any suit or claim involving or related to MIRA.

WHEREAS, the Addendum to Thomas Kirk's Employment Agreement will include the following essential terms:

- **Release of Claims.** Thomas Kirk will execute the Release of Claims in favor of MIRA with terms specified by MIRA ("Release");
- **Severance.** MIRA will pay Thomas Kirk a lump sum payment equal to one year of pay, with such payment to be made within 30 days of the Effective Date of the Release;
- **Accrued but Unused Vacation/Personal Leave/PTO.** MIRA will pay Thomas Kirk a lump sum payment for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO, with such payment to be made within 30 days of the Effective Date of the Release;
- **COBRA.** Provide Thomas Kirk elects COBRA coverage, MIRA will reimburse his COBRA costs for a five-month period and provide Thomas Kirk a lump sum payment equivalent to his COBRA costs for a seven-month period, with such payments to commence within 30 days of the Effective Date of the Release;

- **Consulting Assistance.** During the one-year period following the termination of Thomas Kirk's employment with MIRA, Thomas Kirk shall make himself reasonably available to answer questions and provide advice to MIRA relating in any way to MIRA's environmental matters, operations, financial matters, contractual arrangements, legal and regulatory matters, or personnel administration and shall make his best good faith effort to provide timely and accurate responses to any inquiries posed by MIRA. There shall be no charge to MIRA for said consulting assistance rendered by Thomas Kirk; and
- **Cooperation in Defending Suits or Claims.** If any suit or claim is brought by a third party against MIRA or in any suit or claim involving or related to MIRA regarding any act or omission relating to MIRA that occurred prior to Thomas Kirk's termination, he will reasonably cooperate in the defense of any such suit or claim by voluntarily providing truthful information, affidavits or testimony if requested to testify by MIRA; provided that if Thomas Kirk is required to travel more than 50 miles in order to testify in any such suit or proceeding, MIRA shall reimburse his reasonable expenses for travel, food, and lodging in connection with said travel.

NOW, THEREFORE, it is

RESOLVED: That the Chairman of the Board is hereby authorized to enter into an Addendum to Thomas Kirk's Employment Agreement with Thomas Kirk substantially on the terms and with the provisions discussed at this meeting.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg			

Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

V.f. **RESOLUTION REGARDING ADDENDUM TO AND NOTICE OF TERMINATION OF PETER EGAN EMPLOYMENT AGREEMENT**

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Mone and seconded by Director Soderman.

WHEREAS, MIRA and Peter Egan entered into an Employment Agreement for the period from July 19, 2021 to June 30, 2022, with successive one-year renewal terms, for the position of MIRA’s Director of Operations and Environmental Affairs (hereafter the “Peter Egan’s Employment Agreement”);

WHEREAS, in connection with the wind down, decommissioning, and closure activities for the South Meadows Waste-to-Energy Facility, the Authority will be terminating the employment of Peter Egan, its current Director of Operations and Environmental Affairs, on January 6, 2023;

WHEREAS, the Authority wishes to provide written notice to Peter Egan of the termination of his employment effective on January 6, 2023, without cause due to a reduction in force;

WHEREAS, the Authority thanks and commends Peter Egan for his faithful service to Materials Innovation and Recycling Authority and the Connecticut Resources Recovery Authority for more than 21 years, since January 2001;

WHEREAS, by specifying the date for the termination of Peter Egan’s Employment Agreement, MIRA will control the date personnel transition and will not be reliant on receipt of resignations from MIRA’s executive team, submitted on dates of their choosing;

WHEREAS, under Peter Egan's Employment Agreement he is entitled to payment of one year of severance pay, reimbursement for one year of COBRA costs, and payment of accrued but unused vacation upon termination of the Peter Egan's Employment Agreement, either by virtue of his voluntary resignation or by termination without cause;

WHEREAS, amending Peter Egan's Employment Agreement to provide that the severance due to Peter Egan under Peter Egan's Employment Agreement will be paid in a lump sum following the execution by Peter Egan of a Release of Claims in favor of MIRA will address the concerns that Peter Egan's earned severance payments may be interrupted in the future based on unforeseen circumstances;

WHEREAS, amending Peter Egan's Employment Agreement to provide that the severance and COBRA costs due to Peter Egan under Peter Egan's Employment Agreement will be paid in a lump sum will not increase MIRA's financial obligations because the payment of one year of severance pay, reimbursement for one year of COBRA costs, and payment for accrued but unused vacation are all required under Peter Egan's Employment Agreement, which was previously approved by the Board, and which costs are fully budgeted and reserved;

WHEREAS, payment of the severance due to Peter Egan in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid severance in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, payment of the COBRA reimbursement due to Peter Egan in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid an allocation for health insurance costs in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, because Peter Egan's Employment Agreement requires that he be paid for accrued but unused vacation upon termination of Peter Egan's Employment Agreement, which payment is made in a lump sum in accordance with MIRA's payroll practices, MIRA should adhere to its obligation to pay Peter Egan for accrued but unused vacation in a lump sum upon termination of Peter Egan's Employment Agreement;

WHEREAS, Peter Egan has requested that following his termination, MIRA pay him a lump sum payment equivalent to twelve months of COBRA costs, the same number of months of COBRA cost reimbursement required under Peter Egan's Employment Agreement;

WHEREAS, the Authority wishes to clarify that Peter Egan shall answer work-related inquiries from MIRA for the one-year period following the termination of his employment without charge to MIRA; and

WHEREAS, the Authority wishes to clarify that Peter Egan may be called upon to testify on behalf of MIRA, not just in suits or claims brought by a third parties against MIRA, but also in any suit or claim involving or related to MIRA.

WHEREAS, the Addendum to Peter Egan's Employment Agreement will include the following essential terms:

- **Release of Claims.** Peter Egan will execute the Release of Claims in favor of MIRA with terms specified by MIRA ("Release").
- **Severance.** MIRA will pay Peter Egan a lump sum payment equal to one year of pay, with such payment to be made within 30 days of the Effective Date of the Release;
- **Accrued but Unused Vacation/Personal Leave/PTO.** MIRA will pay Peter Egan a lump sum payment for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO with such payment to be made 30 days of the Effective Date of the Release;
- **COBRA.** MIRA will provide Peter Egan a lump sum payment equivalent to his COBRA costs for a twelve-month period, with such payment to be made 30 within days of the Effective Date of the Release;
- **Consulting Assistance.** During the one-year period following the termination of Peter Egan's employment with MIRA, Peter Egan shall make himself reasonably available to answer questions and provide advice to MIRA relating in any way to MIRA's environmental matters, operations, financial matters, contractual arrangements, legal and regulatory matters, or personnel administration and shall make his best good faith effort to provide timely and accurate responses to any inquiries posed by MIRA. There shall be no charge to MIRA for said consulting assistance rendered by Peter Egan.
- **Cooperation in Defending Suits or Claims.** If any suit or claim is brought by a third party against MIRA or in any suit or claim involving or related to MIRA regarding any act or omission relating to MIRA that occurred prior to Peter Egan's termination, he will reasonably cooperate in the defense of any such suit or claim by voluntarily providing truthful information, affidavits or testimony if requested to testify by MIRA; provided that if Peter Egan is required to travel more than 50 miles in order to testify in any such suit or proceeding, MIRA shall reimburse his reasonable expenses for travel, food, and lodging in connection with said travel.

NOW, THEREFORE, it is

RESOLVED: That the Chairman of the Board is hereby authorized to enter into an Addendum to Peter Egan's Employment Agreement with Peter Egan substantially on the terms and with the provisions discussed at this meeting.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg			
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

V.g. **RESOLUTION REGARDING ADDENDUM TO AND NOTICE OF TERMINATION OF LAURIE HUNT EMPLOYMENT AGREEMENT**

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Mone and seconded by Director Soderman.

WHEREAS, MIRA and Laurie Hunt entered into an Employment Agreement for the period from July 1, 2021 to June 30, 2022, with successive one-year renewal terms, for the position of MIRA's Director of Legal Services (hereafter the "Laurie Hunt's Employment Agreement");

WHEREAS, in connection with the wind down, decommissioning, and closure activities for the South Meadows Waste-to-Energy Facility, the Authority will be terminating the employment of Laurie Hunt, its current Director of Legal Services, on January 6, 2023;

WHEREAS, the Authority wishes to provide written notice to Laurie Hunt of the termination of her employment effective on January 6, 2023, without cause due to a reduction in force;

WHEREAS, the Authority thanks and commends Laurie Hunt for her faithful service to Materials Innovation and Recycling Authority and the Connecticut Resources Recovery Authority for 18 years, since August 2004;

WHEREAS, by specifying the date for the termination of Laurie Hunt's Employment Agreement, MIRA will control the date personnel transition and will not be reliant on receipt of resignations from MIRA's executive team, submitted on dates of their choosing;

WHEREAS, under Laurie Hunt's Employment Agreement she is entitled to payment of one year of severance pay, reimbursement for one year of COBRA costs, and payment of accrued but unused vacation upon termination of the Laurie Hunt's Employment Agreement, either by virtue of her voluntary resignation or by termination without cause;

WHEREAS, amending Laurie Hunt's Employment Agreement to provide that the severance due to Laurie Hunt under Laurie Hunt's Employment Agreement will be paid in a lump sum following the execution by Laurie Hunt of a Release of Claims in favor of MIRA will address the concerns that Laurie Hunt's earned severance payments may be interrupted in the future based on unforeseen circumstances;

WHEREAS, amending Laurie Hunt's Employment Agreement to provide that the severance and COBRA costs due to Laurie Hunt under Laurie Hunt's Employment Agreement will be paid in a lump sum will not increase MIRA's financial obligations because the payment of one year of severance pay, reimbursement for one year of COBRA costs, and payment for accrued but unused vacation are all required under Laurie Hunt's Employment Agreement, which was previously approved by the Board, and which costs are fully budgeted and reserved;

WHEREAS, payment of the severance due to Laurie Hunt in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid severance in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, payment of the COBRA reimbursement due to Laurie Hunt in a lump sum would be consistent with the treatment of other MIRA employees who are entitled to be paid an

allocation for health insurance costs in a lump sum pursuant to Section 25.2.3 of MIRA's Employee Handbook;

WHEREAS, because Laurie Hunt's Employment Agreement requires that she be paid for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO upon termination of Laurie Hunt's Employment Agreement, which payment is made in a lump sum in accordance with MIRA's payroll practices, MIRA should adhere to its obligation to pay Laurie Hunt for accrued but unused vacation in a lump sum upon termination of Laurie Hunt's Employment Agreement;

WHEREAS, Laurie Hunt has requested that following her termination, MIRA pay her a lump sum payment equivalent to twelve months of COBRA costs, the same number of months of COBRA cost reimbursement required under Laurie Hunt's Employment Agreement;

WHEREAS, the Authority wishes to clarify that Laurie Hunt shall answer work-related inquiries from MIRA for the one-year period following the termination of her employment without charge to MIRA; and

WHEREAS, the Authority wishes to clarify that Laurie Hunt may be called upon to testify on behalf of MIRA, not just in suits or claims brought by a third parties against MIRA, but also in any suit or claim involving or related to MIRA.

WHEREAS, the Addendum to Laurie Hunt's Employment Agreement will include the following essential terms:

- **Release of Claims.** Laurie Hunt will execute the Release of Claims in favor of MIRA with terms specified by MIRA ("Release").
- **Severance.** MIRA will pay Laurie Hunt a lump sum payment equal to one year of pay, with such payment to be made within 30 days of the Effective Date of the Release;
- **Accrued but Unused Vacation/Personal Leave/PTO.** MIRA will pay Laurie Hunt a lump sum payment for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO, with such payment to be made within 30 days of the Effective Date of the Release;
- **COBRA.** MIRA will provide Laurie Hunt a lump sum payment equivalent to her COBRA costs for a twelve-month period, with such payment to be made within 30 days of the Effective Date of the Release;
- **Consulting Assistance.** During the one-year period following the termination of Laurie Hunt's employment with MIRA, Laurie Hunt shall make herself reasonably available to answer questions and provide advice to MIRA relating in any way to MIRA's environmental matters, operations, financial matters, contractual

arrangements, legal and regulatory matters, or personnel administration and shall make her best good faith effort to provide timely and accurate responses to any inquiries posed by MIRA. There shall be no charge to MIRA for said consulting assistance rendered by Laurie Hunt.

- **Cooperation in Defending Suits or Claims.** If any suit or claim is brought by a third party against MIRA or in any suit or claim involving or related to MIRA regarding any act or omission relating to MIRA that occurred prior to Laurie Hunt’s termination, she will reasonably cooperate in the defense of any such suit or claim by voluntarily providing truthful information, affidavits or testimony if requested to testify by MIRA; provided that if Laurie Hunt is required to travel more than 50 miles in order to testify in any such suit or proceeding, MIRA shall reimburse her reasonable expenses for travel, food, and lodging in connection with said travel.

NOW, THEREFORE, it is

RESOLVED: That the Chairman of the Board is hereby authorized to enter into an Addendum to Laurie Hunt’s Employment Agreement with Laurie Hunt substantially on the terms and with the provisions discussed at this meeting.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg			
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		

Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

V.h. RESOLUTION REGARDING PERSONAL SERVICES AGREEMENTS FOR TOM KIRK, PETER EGAN, AND LAURIE HUNT

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Soderman and seconded by Director Mone.

WHEREAS, MIRA will be terminating the employment of three long-time members of the executive team on January 6, 2023: Thomas Kirk, President with 20 years of service; Peter Egan, Director of Operations and Environmental Affairs with more than 21 years of service; and Laurie Hunt, Director of Legal Services with 18 years of service (hereafter collectively the “Executives”);

WHEREAS, the Executives possess special capabilities, unique experience, and unduplicated and irreplaceable institutional knowledge of their respective aspects of the Authority’s business;

WHEREAS, the termination of the Executives will result in the loss of significant institutional knowledge and management resources;

WHEREAS, to the extent that MIRA has some substantial work that it wishes one or more of the Executives to perform following termination of employment that is more than a simple inquiry, personal services agreements would be needed;

WHEREAS, personal services agreements would create mechanisms whereby the Executives could provide services to MIRA after termination of employment if MIRA identifies a specific project it wants one or more of the Executives to perform and if the respective Executives are agreeable to performing the project;

WHEREAS, MIRA’s procurement policies contain an exception to the presumption in favor of a competitive bidding process for services provided by a contractor who has special capability or unique experience, as determined by a two-thirds (2/3) vote of the Board of Directors if the cost of the services is more than \$10,000;

WHEREAS, having personal services agreements in place will allow MIRA to move quickly to obtain the services of the Executives if the need arises and the Executive accepts the assignment;

WHEREAS, personal services agreements for three years following termination of employment of each of the Executives with a maximum expenditure of \$25,000.00 per calendar year would allow substantial flexibility to MIRA to promptly retain the services of the Executives for necessary projects;

WHEREAS, any project assigned to one of the Executives pursuant to a personal services agreement that requires more than \$25,000.00 in expenditures in any calendar year will require additional authorization from the Board;

WHEREAS, the work of the Executives under the personal services agreements would be compensated at each respective Executive's hourly rate plus an allowance of 35% in consideration of fringe benefits (rounded to the nearest dollar), in accordance with MIRA's pay practices and Advisory Opinion 98-21 of the State Ethics Commission regarding compensation of former employees retained as consultants.

WHEREAS, personal liability of the Executives for services rendered within the scope of the personal services agreements would be limited to the amounts paid by MIRA to the Executive in the twelve-month period preceding notice from MIRA of any claim by MIRA against Executive, including claims for indemnification.

NOW, THEREFORE, it is

RESOLVED: That the Chairman of the Board is hereby authorized to enter into personal services agreements with Thomas D. Kirk, Peter Egan, and Laurie Hunt substantially on the terms and with the provisions discussed at this meeting.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		

Bert Hunter	X		
Sue Weisselberg			
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

Chairman Stein thanked Director Hayden, the OS&HR Committee and Attorney Escalera for their hard work in putting this plan and package together, and thanked the executive team for their professional services over many years and through the recent transition. He then returned to the tabled agenda items.

III. APPROVAL OF THE MINUTES OF THE AUGUST 10, 2022 REGULAR BOARD MEETING

Chairman Stein requested a motion to accept the minutes of the August 10, 2022 Board meeting. The motion to approve the minutes was made by Director Assard and seconded by Director Hunter.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		

Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg			
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

IV. RESOLUTION REGARDING ACCEPTANCE OF THE FISCAL YEAR 2022 ANNUAL FINANCIAL REPORT

Chairman Stein requested a motion to approve the foregoing resolution. The motion was made by Director Hunter and seconded by Director Hayden.

RESOLVED: That the Board of Directors hereby accepts the Fiscal Year 2022 Annual Financial Report as discussed and presented in this meeting.

Mr. Daley gave the Board a high-level review of the Report. He said that the auditors are giving a clean, unmodified opinion in all respects.

Mr. Daley said there are three basic themes in the MD&A, and expounded on each: that we had very strong financial performance in FY 2022; that we successfully completed preparations for the transition to transfer activity; and that we experienced the long anticipated adverse effects of the CSWS business model and unsuccessful conclusion of Resource Rediscovery.

Mr. Daley thanked Cheryl Kaminsky and her team for all their hard work on the audit.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg			
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

IV. PRESIDENT'S REPORT

President Kirk reported on the operational and financial status of the CSWS for the period ending July 31, 2022. He said that the shutdown of the W-T-E Facility and commencement of transfer operations went smoothly, with no significant impact to customers. He noted that we no longer require significant amounts of non-participating waste for effective

operation; the amount of waste delivered from our participating municipalities to our two operating transfer stations is sufficient.

VII. EXECUTIVE SESSION

Chairman Stein requested a motion to go into Executive Session to discuss Pending Litigation in the matter of *Zurich American Insurance Company et al. v. NAES Corporation* and to consider action by MIRA to enforce or implement legal relief or a legal right.

The motion was made by Director Mone and seconded by Director Soderman. Chairman Stein asked Mr. Kirk, Mr. Daley, Mr. Egan, Ms. Hunt, and Attorney Catino to participate in the discussion.

The motion previously made and seconded was approved by roll call vote. Chairman Stein, Vice Chairman Hayden, Director Fortuna, Director Hunter, Director Mone, Director Assard, Director Steuber, and Director Soderman voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Jim Hayden	X		
Carl Fortuna	X		
Bert Hunter	X		
Sue Weisselberg			
Ed Mone	X		
Leonard Assard	X		
Dave Steuber	X		
Rich Soderman	X		
Ad Hoc Members	Aye	Nay	Abstain
Luke Bronin			

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Executive Session began at 11:05 and ended at 11:39.

Adjournment

Chairman noted that no motions were made and no votes were taken in Executive Session, and adjourned the meeting at 11:39 a.m.