



MEMORANDUM

TO: MIRA Board of Directors
FROM: Donald S. Stein, Chairman
DATE: October 6, 2022
RE: Notice of Regular Telephonic Meeting

There will be a *regular telephonic* meeting of the Board of Directors of the Materials Innovation and Recycling Authority (MIRA) on *Wednesday, October 12, 2022 at 9:30 a.m.*

Members of the public may attend the meeting in person in the board room at MIRA headquarters, or may attend the meeting telephonically by calling (929) 205-6099, entering Meeting ID: 822 2891 1048, and entering Passcode: 678731# when prompted.

The purpose of this meeting will be:

- I. Pledge of Allegiance
- II. Public Comment – 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.
- III. Review and Approve – Minutes of the September 21, 2022 Regular Board Meeting (*Attachment 1*).
- IV. Finance Committee Report
 - a. Review and Approve Resolution Concerning the use of Transition Contingency (*Attachment 2*).
 - b. Review and Approve Resolution Concerning the use of the CSWS Legal Reserve (*Attachment 3*).
- V. Policies and Procurement Committee Report
 - a. Review and Approve Resolution Regarding contract with Enviro Express to repair Torrington Tip Floor (*Attachment 4*).
 - b. Review and Approve Resolution Regarding an Agreement for Security Services at the South Meadows Resource Recovery Facility (*Attachment 5*).

- c. Review and Approve Resolution Regarding a Personal Services Agreement with David Gallaher to provide consulting support at the South Meadows Resource Recovery Facility (*Attachment 6*).
- d. Review and Approve Resolution Regarding Additional Projected FY '23 Legal Expenditures. (*Attachment 7*).
- e. Review and Approve Resolution Regarding Commercial & Industrial Real Estate Services Agreement (*Attachment 8*).
- f. Review and Approve Resolution Regarding Modification of the Fire Suppression System at MIRA'S South Meadows Power Block Facility (*Attachment 9*).

VI. O S & HR Committee Report

- a. Review and Approve Resolution Regarding an Amendment to Section 9.3, Paid-time-off Rollover Provision, of the Authority's Employee Handbook. (*Attachment 10*).

VII. Chairman's and President's Report

- a. Attached Supplemental Information / Other Matters

VIII. Executive Session

Executive Session to discuss pending litigation (1) in the matter of *Zurich American Insurance Company et al. v. NAES Corporation*, (including consideration of settlement), and (2) to consider action by the Authority to enforce legal rights regarding municipal flow control obligations under its MSAs.

TAB 1

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.

TAB 2

RESOLUTION FOR THE MATERIALS INNOVATION AND RECYCLING AUTHORITY BOARD OF DIRECTORS
CONCERNING THE USE OF TRANSITION CONTINGENCY

WHEREAS, at its May 11, 2022 Board of Directors meeting, the Materials Innovation and Recycling Authority (MIRA) Board of Directors adopted a Modified Program of Operations and CSWS Operating Budget for MIRA's fiscal year commencing July 1, 2022 which program anticipated waste combustion at the Waste to Energy Facility ("Facility") to cease on or before July 31, 2022; and

WHEREAS, such Modified Program of Operations and Budget funds a Transition Contingency Reserve of \$3,565,000 to provide for Facility shut down expenses including relevant Contractor employee separations, securing the Facility as needed for limited operations and other potential uses which are subject to Board approval; and

WHEREAS, at its June 15, 2022 Board of Directors meeting, the MIRA Board authorized the use of the Transition Contingency Reserve, through the CSWS Major Maintenance Fund, to fund the NAES Contractor Severance Program costs for the Facility estimated at two million dollars (\$2,000,000) for the fiscal year commencing July 1, 2022 ; and

WHEREAS, the NAES Contractor Severance Program has effectively been implemented for the Facility employees at a final estimated cost \$1,715,000 (\$285,000 less than budget). As of September 30, 2022, 71 employees have been laid off and received severance totaling \$1,694,051. Severance remains to be implemented for one additional Facility employee. Severance will be implemented for 11 Jets employees at the conclusion of fiscal year 2023; and

WHEREAS, the Transition Contingency Reserve will have an estimated remaining balance of \$1,850,000 after completion of the NAES Contractor Severance Program for the Facility employees; and

WHEREAS, NAES has proceeded to effectively shut down and secure the Facility through use of funds within its Contract Operating Budget including removal of all equipment oils, removal and disposal of ash and cleaning of the bag houses, de-energizing the Facility, securing the cooling water intake system, winterizing the control room and additional work expected to be completed within the next several months; and

WHEREAS, such NAES Contract Operating Budget is currently estimated as sufficient to complete ongoing shut down activities, maintain interim property security patrols and properly vacate the Facility in advance of MIRA's relocation to it ("Final WTE Facility Shut Down Expense"); and

WHEREAS, MIRA has a need to directly contract for longer term Facility security services, and for the services of a former NAES employee for additional technical support in the Facility shutdown ("Security and Technical Support Services"), at a total cost of \$122,500 which is properly funded through use of the Transition Contingency Reserve; and

WHEREAS, such additional contracted Security and Technical Support Services are subject to approval of this Board as detailed on the “Resolution Regarding an Agreement for Security Services at the South Meadows Resource Recovery Facility” and “Resolution Regarding a Personal Services Agreement with David Gallaher to provide consulting support at the South Meadows Resource Recovery Facility” concurrently under consideration at this meeting which resolutions identify the Transition Contingency Reserve as the source of funding for such contracts.

NOW THEREFORE, be it

RESOLVED: That this Board hereby approves the designation and use of the Transition Contingency Reserve, through the CSWS Major Maintenance Fund, in the amount of \$122,500 to fund costs as described in such Security and Technical Support Services resolutions.

PROCEDURAL REQUIREMENTS

Author: Mark Daley, Chief Financial Officer

Committee Requirements:

- Assigned MIRA Finance Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Bert Hunter (Chair)			X		
Carl Fortuna		X	X		
Jim Hayden	X		X		
Sue Weisselberg			X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Stuber)
- X Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - ____ Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Don Stein (Chair)					
Lenard Assard					
Luke Bronin (Ad Hoc Member)					
Carl Fortuna					
Jim Hayden					
Bert Hunter					
Ed Mone					
Richard Soderman					
Dave Stuber					
Sue Weisselberg					

TAB 3

RESOLUTION FOR THE MATERIALS INNOVATION AND RECYCLING AUTHORITY BOARD OF DIRECTORS

CONCERNING THE USE OF CSWS LEGAL RESERVE

WHEREAS, The Materials Innovation and Recycling Authority has a need for legal services above and beyond those authorized in the adopted budgets for fiscal year 2023, and in subsequent resolutions adopted in May 2022 and July 2022, as detailed on the "Resolution Regarding Additional Projected FY '23 Legal Expenditures" concurrently under consideration at this meeting; and

WHEREAS, a portion of such additional resources are properly funded through the CSWS Legal Reserve also as described on such Resolution Regarding Additional Projected FY '23 Legal Expenditures subject to approval of this Board;

NOW THEREFORE, be it

RESOLVED: That this Board hereby approves the use of the CSWS Legal Reserve in the amount of \$150,000 to fund the additional legal services described in such Resolution Regarding Additional Projected FY '23 Legal Expenditures.

PROCEDURAL REQUIREMENTS

Author: Mark Daley, Chief Financial Officer

Committee Requirements:

- Assigned MIRA Finance Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Bert Hunter (Chair)			X		
Carl Fortuna			X		
Jim Hayden	X		X		
Sue Weisselberg		X	X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Stuber)
- X Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - ____ Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Don Stein (Chair)					
Lenard Assard					
Luke Bronin (Ad Hoc Member)					
Carl Fortuna					
Jim Hayden					
Bert Hunter					
Ed Mone					
Richard Soderman					
Dave Stuber					
Sue Weisselberg					

TAB 4

**RESOLUTION REGARDING AUTHORIZATION OF AN
AMENDMENT TO AN EXISTING AGREEMENT**

RESOLVED: That the MIRA Board of Directors hereby authorizes an amendment to the Agreement for Torrington Transfer Station Operation and Maintenance Services with MSW and Recycling Transportation, substantially as presented and discussed at this meeting.

PROCEDURAL REQUIREMENTS

Author: David Bodendorf, Sr. Env. Engineer / Manager Construction and Power Products

P&P Committee Requirements:

- Assigned MIRA Policies and Procurement Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Edmond Mone (Chair)			X		
Leonard Assard	X		X		
Richard Soderman		X	X		
David Steuber			X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Steuber)
- ____ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Donald Stein (Chair)					
Leonard Assard					
Luke Bronin (Advisory Ad Hoc)					
Carl Fortuna					
James Hayden					
Bert Hunter					
Edmond Mone					
Richard Soderman					
David Steuber					
Susan Weisselberg					

**Materials Innovation and Recycling Authority
Contract Summary for Contract
Entitled**

**Agreement for Torrington Transfer Station Operation and Maintenance Services with
MSW and Recycling Transportation**

Presented to the MIRA Board on:	October 12, 2022
Vendor/ Contractor(s):	Enviro Express, Inc.
Effective date:	Upon Execution
Contract Type/Subject matter:	Public Bid/Construction
Facility (ies) Affected:	Torrington Transfer Station
Original Contract:	No
Term:	June 30, 2027
Contract Dollar Value:	\$49,316
Amendment(s):	Not Applicable
Term Extensions:	Not Applicable
Scope of Services:	Enviro will engage a subcontractor to conduct removal, surface preparation, and replacement of Portland cement concrete within tip floor slab.
Other Pertinent Provisions:	None

**Materials Innovation and Recycling Authority
CSWS Torrington Transfer Station
Resolution Regarding an Amendment to Agreement for
Torrington Transfer Station Operation and Maintenance
Services with MSW and Recycling Transportation**

October 12, 2022

Executive Summary

The Torrington Transfer Station tip floor is currently in a state of disrepair which is adversely affecting the operation of the facility. The Agreement for Torrington Transfer Station Operation and Maintenance Services with MSW and Recycling Transportation (the “Agreement”) provides for MIRA to direct its Operator, Enviro Express, Inc. (“Enviro”) to provide changes, modifications, or additions to the Transfer Station. This is to request approval of the MIRA Board of Directors to authorize an increase to the Agreement of greater than \$50,000 for the repair of the tip floor.

Discussion

The Torrington Transfer Station was constructed in 1988 and includes a steel frame building with a reinforced portland cement concrete tip floor. The harsh environment of this MSW tip floor has caused erosion of the thickness of the floor. Over the years, the floor has been patched numerous times to extend its life.

At this time, the floor thickness has diminished to expose structural steel rebar which has been damaged by the heavy MSW delivery trucks and the heavy equipment used to process MSW on the tip floor. This damage has resulted in a floor that is inadequately thick, has deep ruts that cause extra wear on the processing equipment and delivery trucks, which vehicles and equipment in turn further damage the floor. MIRA staff has determined it is prudent and vital to the safe operation of the Torrington Transfer Station and structural integrity of the tip floor to repair the tip floor prior to the 2022/2023 winter season.

The Agreement with Enviro allows for MIRA to direct Enviro to engage a qualified subcontractor to perform the tip floor replacement work as a pass-through cost to MIRA with no markup on the work. Because the Transfer Station will continue to operate through the work, MIRA staff believes it is advantageous to direct Enviro to coordinate and manage the work with its subcontractor as opposed to MIRA hiring the subcontractor directly, in order to avoid any operational conflicts that could arise.

To ensure Enviro received proposals appropriate for the required work, MIRA engineering staff developed and provided Enviro with work specifications, drawings and a proposal pricing form to use to solicit proposals. One important requirement of the job is the contractor is able to perform all of the work within a 48 hour period, to minimize impacts to the transfer station operation.

Enviro and MIRA contacted seven contractors to provide proposals and hosted two mandatory site visit meetings prior to receiving proposals. Two of the seven contractors visited the site and Enviro and MIRA received proposals from one of the seven contractors. MIRA heard from several of the invited contractors the reason they did not submit a bid. Reasons included:

- Our existing workload will not allow us to complete the project prior to winter (Rogers, CMAC, Laviero)
- The scope of work is outside our typical area of expertise (Atlas)
- We are not confident we can meet the project schedule (Dura)

The contractor who submitted the lone bid, JVIII is very familiar to MIRA, having completed several construction projects for MIRA or its contractors in the past, including repairs to facility tip floors. After review of the bid and discussion with JVIII, MIRA staff believes the price is fair and reasonable, and, that JVIII is capable of performing the work.

A summary of the invited Contractors and Proposal received is provided in the table below:

Contractor	Bid (Y/N)	Bid Price
JVIII	Y	\$49,316
Dura Construction	N	N/A
R. L. Rogers	N	N/A
Martin Laviero	N	N/A
CMAC	N	N/A
Hemlock Construction	N	N/A
Atlas Concrete	N	N/A

Financial Summary

The bid price for the work is \$49,316. The pricing form provided by MIRA contains add and deduct lines in the event the contractor requires more or less Portland cement concrete than is estimated. Therefore, the final price may be slightly more or less than the bid price depending on the actual quantity of concrete required to complete the job. This project will be funded from the CSWS operating account. There are adequate funds in this account.

TAB 5

**RESOLUTION REGARDING SECURITY SERVICES FOR
THE MIRA SOUTH MEADOWS SITE**

RESOLVED: That the President is hereby authorized to utilize security services for the MIRA South Meadows site pursuant to the CT Department of Administrative Services contract for Security Personnel Services, substantially as discussed and presented at this meeting.

PROCEDURAL REQUIREMENTS

Author: Peter Egan, Director of Operations & Environmental Affairs

P&P Committee Requirements:

- Assigned MIRA Policies and Procurement Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Edmond Mone (Chair)			X		
Leonard Assard	X		X		
Richard Soderman			X		
David Steuber		X	X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Steuber)
- ____ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
 - ____ Contractor with Special Capability; greater than \$10,000 consideration
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Donald Stein (Chair)					
Leonard Assard					
Luke Bronin (Advisory Ad Hoc)					
Carl Fortuna					
James Hayden					
Bert Hunter					
Edmond Mone					
Richard Soderman					
David Steuber					
Susan Weisselberg					

Materials Innovation and Recycling Authority

Contract Summary for Contract entitled

Security Personnel Services (CT Department of Administrative Services, Contract No. 17PSX0001)

Presented to the MIRA Board on:	October 12, 2022
Vendor/ Contractor(s):	United Security Incorporated
Effective date:	November 1, 2022
Contract Type/Subject matter:	Department of Administrative Services Contract for Security Personnel Services
Facility (ies) Affected:	PBF, WPF and JTF
Term:	November 1, 2022 through June 30, 2023
Value:	Not to Exceed \$97,500.00
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Services:	United Security Incorporated will provide on-site security personnel services, twelve hours per day and 7 days per week. One security guard will continually patrol the South Meadows site in a vehicle, from 6:00 pm to 6:00 am. The vehicle will be provided by MIRA.
Other Pertinent Provisions:	MIRA is utilizing the CT Department of Administrative Services contract for this service. This DAS contract is available to all state agencies, political subdivisions, and not-for-profit organizations. This procurement is pursuant to Section 3.1.2.2 of MIRA's Procurement Policies and Procedures, which allows MIRA to utilize State of Connecticut Governmental Agency Agreements.

Materials Innovation and Recycling Authority

Security Personnel Services CT Department of Administrative Services, Contract No. 17PSX0001

October 12, 2022

Discussion

With the cessation of waste combustion activities at MIRA's resource recovery facility in Hartford, and the exit of most of the NAES workforce at the site, it is necessary to engage a private security company to provide on-site security patrol services from dusk to dawn, seven days per week at the property.

MIRA will utilize the CT Department of Administrative Services (DAS) contract for Security Personnel Services, as allowed pursuant to Section 3.1.2.2 of MIRA's Procurement Policies and Procedures, which allows MIRA to utilize the competitive process undertaken by DAS to procure goods and services for state agencies and political subdivisions of the state, which includes MIRA.

United Security Incorporated (USI) is the least-cost provider of the three firms that offer Security personnel for the service that MIRA needs at its South Meadows property. Table 1 shows the pricing for the three companies that provide this service under DAS contract No. 17PSX0001.

<u>TABLE 1</u>		
Company	Standard Hourly Rate for Security Guard (Unarmed)	Holiday Rate¹
Allied Universal Security Services	\$32.48	1.5 times Standard Rate
Murphy Security Services, LLC	\$32.73	1.5 times Standard Rate
United Security Incorporated	\$32.36	1.5 times Standard Rate

¹ There are ten holidays between November 1, 2022 and June 30, 2023.

In addition to the above charges, there is a \$70.00 per month cell phone charge.

MIRA will direct USI to patrol the site from 6:00 pm to 6:00 am, seven days per week (84 hours per week). MIRA has a vehicle available for use by USI and will do so, saving the additional cost that MIRA would incur if USI provided a vehicle. MIRA will fuel the vehicle as necessary. USI will patrol the area around the Waste Processing Facility, the Power Block Facility and the Jet Turbine Facility. Adequate outside lighting will remain on during evening hours at the site. USI will not need to drive on any public roadways during its patrols.

USI will provide MIRA with personnel qualifications and training for each security personnel hired to provide security services and ensure that all personnel wear a photo identification badge at all times. At MIRA's request, USI will also provide time and attendance logs and all incident reports. USI is required to inform MIRA and NAES of any incident within two hours from when the incident occurred or other circumstances that warrant communication.

This resolution is to request that the MIRA Board of Directors authorize the President to engage USI for security personnel services at MIRA's South Meadows property for the period November 1, 2022 through June 30, 2023, under the terms and conditions of DAS contract No. 17PSX0001.

Financial Summary

This activity will be funded through use of the CSWS Transition Contingency Reserve, concurrently presented for Board of Directors approval at this October 12, 2022 meeting.

TAB 6

**RESOLUTION REGARDING A PERSONAL SERVICES
AGREEMENT WITH DAVID GALLAHER FOR FACILITY
CONSULTING SERVICES**

RESOLVED: That the President is hereby authorized to enter into a personal services agreement with David Gallaher for facility consulting services, substantially as discussed and presented at this meeting.

PROCEDURAL REQUIREMENTS

Author: Peter Egan, Director of Operations & Environmental Affairs

P&P Committee Requirements:

- Assigned MIRA Policies and Procurement Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Edmond Mone (Chair)			X		
Leonard Assard	X		X		
Richard Soderman			X		
David Steuber		X	X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Steuber)
- ____ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - ____ Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
 - X Contractor with Special Capability; greater than \$10,000 consideration
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Donald Stein (Chair)					
Leonard Assard					
Luke Bronin (Advisory Ad Hoc)					
Carl Fortuna					
James Hayden					
Bert Hunter					
Edmond Mone					
Richard Soderman					
David Steuber					
Susan Weisselberg					

Materials Innovation and Recycling Authority

Contract Summary for Contract entitled

Personal Services Agreement with David Gallaher for Facility Consulting Services

Presented to the MIRA Board on:	October 12, 2022
Vendor/ Contractor(s):	David Gallaher
Effective date:	Upon execution
Contract Type/Subject matter:	Personal Services Agreement. To provide facility consulting services.
Facility (ies) Affected:	Power Block Facility and Jet Turbine Facility
Original Contract:	Original Contract
Term:	Execution Date through June 30, 2023
Contract Dollar Value:	\$25,000 (hourly billing rate = \$104.19)
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Services:	This is for consulting services related to mechanical, electrical, operational and infrastructure at the Power Block Facility provided by David Gallaher, a former employee of NAES Corporation who worked for 35 years at the South Meadows Waste-to-energy facility and Jet Turbine Facility. Most recently Mr. Gallaher was the Operations Manager.
Other Pertinent Provisions:	David Gallaher is engaged as a contractor with Special Capability pursuant to section 3.1.2.5 of MIRA's Procurement Policies & Procedures; accordingly, this contract is awarded as an exception to the competitive process.

Materials Innovation and Recycling Authority

Personal Services Agreement with David Gallaher for Facility Consulting Services

October 12, 2022

Executive Summary

This is to engage the services of David Gallaher, a former employee of NAES Corporation to provide facility related consulting services to MIRA. Mr. Gallaher will be engaged as a contractor with special capability pursuant to section 3.1.2.5 of MIRA's Procurement Policies & Procedures; accordingly, this contract is awarded as an exception to the competitive process.

Discussion

David Gallaher was employed by NAES Corporation in the position of Operations Manager at the MIRA Resource Recovery Facility in Hartford until August 9, 2022, at which time he was laid off due to cessation of waste combustion activities at the facility. He had been employed in various operational positions at the facility since June 1987.

Based on this experience, Mr. Gallaher has developed knowledge and expertise regarding facility operations; design and layout of the facility; location, purpose and function of equipment; and the generation, export and import of electric power. During his 35 years Mr. Gallaher has been employed by each of the various operators with which MIRA has contracted to operate the power block facility, including Combustion Engineering, Covanta, and NAES Corporation. Mr. Gallaher's experience is primarily with the Power Block Facility.

Mr. Gallaher will provide consulting services for the following:

- Provide institutional knowledge regarding the location, purpose and function of equipment located at the Resource Recovery Facility.
- Provide institutional knowledge regarding operational activities that have historically been conducted at the Resource Recovery Facility.
- Provide information regarding the existence and location of facility drawings and

operations manuals, and interpretation of same.

- Provide assistance regarding the identification of equipment and facility components which continue to consume electric power at the closed facility, and what steps and measures can be taken to reduce and/or eliminate such electric power consumption.
- Provide institutional knowledge regarding infrastructure and utilities located at the Resource Recovery Facility, including but not limited to telecommunication systems, electric energy systems, water supply systems, fire protection systems, water drainage systems, and flood control systems.
- Provide support if there arises a major electrical switching evolution involving Convex or ISO-New England.
- Provide assistance to MIRA staff that are responsible for oversight of regulatory compliance with air, wastewater, storm water, groundwater, and solid waste regulatory and permit requirements.
- Any other duties, projects or tasks deemed necessary and desirable to serve MIRA, which may involve either the Resource Recovery Facility or the Jet Turbine Facility, and as assigned by the President or the President's designee.

Financial Summary

Mr. Gallaher's agreement is capped at \$25,000 for fiscal year 2023. This agreement does not guarantee any minimum hours of consulting services to Mr. Gallaher. Mr. Gallaher will be engaged as necessary, as determined by the President or the President's designee.

This activity will be funded through use of the CSWS Transition Contingency Reserve, concurrently presented for Board of Directors approval at this October 12, 2022 meeting.

TAB 7

**RESOLUTION REGARDING ADDITIONAL PROJECTED
FY '23 LEGAL EXPENDITURES**

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

WHEREAS, the Board of Directors has previously adopted fiscal year 2023 operating budgets for legal services including \$65,000 for the Authority Budget, \$10,000 for the Property Division, \$100,000 for the CSWS and \$5,000 for the Landfill Division; and

WHEREAS, at its May 2022 meeting, the Board of Directors authorized use of the CSWS Legal Reserve for NAES contract matters in the amount of \$200,000 in addition to adopted budgets; and

WHEREAS, at its July 2022 meeting, the Board of Directors authorized additional legal expenditures in the amount of \$15,000 in addition to adopted budgets for South Meadows Exit Strategy matters properly allocable to the Mid Connecticut Project; and

WHEREAS, MIRA expects to incur greater than authorized legal expenses related to matters with its general counsel and with its employment counsel;

NOW THEREFORE, it is RESOLVED: That the following additional amounts be authorized for payment of projected legal fees and costs to be incurred during fiscal year 2023:

<u>Firm:</u>	<u>Amount:</u>
Halloran & Sage	\$100,000
Kainen, Escalera & McHale	\$100,000

and

FURTHER RESOLVED: That \$150,000 from the CSWS Legal Reserve be available, in addition to previously budgeted and approved amounts, for payment of FY 23 legal fees and expenses incurred in connection with personnel matters and legislative and procedural issues resulting from the closure of the CSWS W-T-E Facility and that the President is hereby authorized to expend up

to that additional amount for payment of such legal costs, and that up to \$50,000 be made available through administrative modification of adopted budgets for matters unrelated to such closure.

PROCEDURAL REQUIREMENTS

Author: Laurie Hunt, Director of Legal Services

P&P Committee Requirements:

- Assigned MIRA Policies and Procurement Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Edmond Mone (Chair)			X		
Leonard Assard	X		X		
Richard Soderman		X	X		
David Steuber			X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Steuber)
- ____ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Donald Stein (Chair)					
Leonard Assard					
Luke Bronin (Advisory Ad Hoc)					
Carl Fortuna					
James Hayden					
Bert Hunter					
Edmond Mone					
Richard Soderman					
David Steuber					
Susan Weisselberg					

MATERIALS INNOVATION AND RECYCLING AUTHORITY
Request regarding Authorization for Payment of Projected FY '23
Additional Legal Expenses

October 12, 2022

Executive Summary

This is to request Board authorization for payment of additional projected fiscal '23 legal expenses.

Discussion:

We are seeking Board approval to incur additional services from MIRA's general counsel for Authority Budget procedural and statutory compliance matters, and from employment counsel and general counsel for personnel and other matters related to the MIRA reduction in force resulting from the closure of the CSWS Waste-to-Energy Facility.

TAB 8

RESOLUTION FOR THE MATERIALS INNOVATION AND RECYCLING AUTHORITY
BOARD OF DIRECTORS

**RESOLUTION REGARDING: COMMERCIAL AND INDUSTRIAL
REAL ESTATE SERVICES**

Whereas,

- MIRA owns and maintains several properties on which there are currently active or inactive solid waste facilities, properties that support such facilities, and other commercial property;
- On an as-needed basis, MIRA needs appraisal, brokerage or related commercial and industrial real estate services;
- MIRA has an immediate need for appraisal and brokerage services for certain property it owns at 866 River Road in Shelton, CT that is presently used as a golf center;
- MIRA's most recent contracts for property appraisal and other commercial and industrial real estate services expired June 30, 2021;
- MIRA issued a Request for Qualifications (RFQ) for Commercial and Industrial Real Estate Services, as detailed herein; and
- MIRA has received and reviewed responses to such RFQ for Commercial and Industrial Real Estate Services as detailed herein;

NOW THEREFORE, be it

RESOLVED: That the President is hereby authorized to enter into contracts with the following firms for Commercial And Industrial Real Estate Services, substantially as discussed and presented at this meeting:

- Vimini Valuation Services, LLC

PROCEDURAL REQUIREMENTS

Author: Roger Guzowski, Contract and Procurement Manager

P&P Committee Requirements:

- Assigned to MIRA Policies and Procurement Committee
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Edmond Mone (Chair)			X		
Leonard Assard	X		X		
Richard Soderman		X	X		
David Steuber			X		

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Steuber)
- Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - ____ Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
- Specified as requiring 2/3 of Directors present and eligible
 - X (potential for) Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Donald Stein (Chair)					
Leonard Assard					
Luke Bronin (Advisory Ad Hoc)					
Carl Fortuna					
James Hayden					
Bert Hunter					
Edmond Mone					
Richard Soderman					
David Steuber					

Note: This agreement is for on-call as needed services with an outside consultant. No amount is initially guaranteed in executing this agreement. Services under this agreement shall be pursuant to a request for services. Any individual RFS with an annual consideration of greater than \$50,000 will be brought to the Board for approval. Although no amount is initially guaranteed, the value of this agreement has the potential/reasonable probability to exceed \$50,000, even if no subsequent individual RFS exceeds \$50,000. As such, approval of 2/3 of the Directors present and eligible is sought (as a contract for an outside consultant with a value of \$50,000 or more) prior to execution of the contract.

Materials Innovation and Recycling Authority

Contract Summary for Contract entitled

Commercial And Industrial Real Estate Services Agreement

Presented to MIRA Board on:	October 12, 2022
Vendor/Contractor(s)	Vimini Valuation Services, LLC
Effective Date:	upon execution (on or about November 1, 2022)
Contract Type/Subject Matter:	Three-Year on-call, as-needed Agreement for Commercial and Industrial Real Estate Services
Facility(ies) Affected:	Not Applicable
Original Contract	MIRA's prior 3-year contracts for on-call as-needed Commercial and Industrial Real Estate Services expired June 30, 2021.
Category(ies) of services to be awarded:	<p>This RFQ contemplates Property Appraisal Services as one of three categories of Commercial & Industrial Real Estate Services for which firms could submit Statements of Qualifications:</p> <ul style="list-style-type: none">• Real Estate Consulting and Research Services• Property Appraisal Services• Seller's/Lessor's Agent Brokerage Services
Term:	3 years (approximately November 1, 2022 – October 31, 2025)
Contract Dollar Value:	Not Applicable. All services will be provided pursuant to a Request for Services ("RFS")
Amendment(s)	Not Applicable
Term Extensions:	Not Applicable
Termination Provision:	This Agreement may be terminated by either MIRA or Consultant upon at least thirty (30) days' advance written notice except that Consultant shall have no right to terminate until all ongoing Services or tasks (other than Services and tasks which are continuous) have been completed to the satisfaction of MIRA.
Other Pertinent Provisions:	Any work under the Agreements will be pursuant to a Request for Services ("RFS"). Any RFS in excess of \$50,000 per fiscal year will require approval by the Board of Directors.

Materials Innovation and Recycling Authority

Property Appraisal Services Agreement

October 12, 2022

Executive Summary

From time to time MIRA requires the assistance of firms to provide on-call commercial and industrial real estate services. MIRA's "Procurement Policies and Procedures" establishes a "Request for Qualifications" ("RFQ") process to obtain such services.

On July 20, 2022, MIRA issued an RFQ for Commercial And Industrial Real Estate Services, in order to solicit firms with which to contract for the three-year period beginning November 1, 2022 for one or more of the following categories of services:

- (a) Real Estate Strategic Planning, Consulting, and Research Services;
- (b) Property Appraisal Services;
- (c) Seller's/Lessor's Agent Brokerage Services

MIRA's "Procurement Policies and Procedures" (BOD014) establishes an RFQ process as "a process by which MIRA identifies persons to perform services on behalf of . . . MIRA through the solicitation of qualifications, experience, prices, and other such matters as MIRA determines may bear on the ability to perform services. . . . (Section 2.2.23)" MIRA has historically used the RFQ process to pre-qualify firms for a variety of technical services that it requires (e.g., engineering services). In accordance with its Procurement Policy and Procedures and Connecticut State Statute, MIRA is required to solicit for technical and professional services once every three years (Section 5.3.5).

Based on an evaluation of the Statement of Qualifications ("SOQ") received in response to this RFQ, the firms listed below have been selected for recommendation to the Board of Directors.

- Vimini Valuation Services, LLC

This is to request approval of the MIRA Board of Directors for the President to enter into agreements with the firms identified above to provide services as described below for the three-year period beginning November 1, 2022 and ending October 31, 2025.

Any work performed under such an agreement will be pursuant to a Request for Services ("RFS"), and any RFS that is in excess of \$50,000 per year will require approval of the Board of Directors.

Solicitation Process

MIRA issued an RFQ for property appraisal services on Wednesday, July 20, 2022.

The availability of the RFP documents was advertised on the MIRA website and the State of Connecticut DAS State Contracting Portal. In addition, a notice regarding the availability of the RFP was e-mailed to eleven firms total including:

- the five firms who submitted a proposal when MIRA last issued a solicitation for these services;
- the Five Largest Commercial Real Estate Brokers in Greater Hartford according to the Hartford Business Journal's 2021 Book of Lists; and
- the Commercial Real Estate Brokers from whom MIRA solicited services when MIRA moved its headquarters from Hartford to Rocky Hill (some of whom overlap with firms in the prior categories).

Statements of Qualifications ("SOQs") were due by August 25, 2022. One firm responded to the RFQ, as follows:

- Vimini Valuation Services, LLC

Recommendation and discussion

Based on an evaluation of the Statement of Qualifications ("SOQ") received in response to this RFQ, Management recommends that the Board authorize MIRA's President to enter into an agreement with Vimini Valuation Services, LLC ("Vimini")

MIRA has prior experience with Vimini, having had agreements with Vimini from FY 2016-2019 and again from FY 2019-2021. They were MIRA's agent for the sale of the Stratford Intermediate Processing Center, have provided real estate appraisals for multiple MIRA properties (including 171 Murphy Road, 211 Murphy Road, and 1410 Honeyspot Road in Stratford), and provided MIRA with multiple offers for the sale or lease of MIRA's 171 Murphy Road property.

Financial Summary

MIRA makes no financial commitment to any firm in the three-year on-call services Agreements.

This selection simply qualifies a firm 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 a Request For Services (RFS), and any RFS for more than \$50,000 per fiscal year would require prior approval by the MIRA Board of Directors.

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

The sale of real property will require the approval of a 2/3 vote of the full Board of Directors and no real property shall be sold without at least two written appraisals.

TAB 9

**RESOLUTION REGARDING MODIFICATION OF THE FIRE
SUPPRESSION SYSTEM AT MIRA'S SOUTH MEADOWS
POWER BLOCK FACILITY**

RESOLVED: That the President is hereby authorized to utilize Hartford Sprinkler Co., Inc., an approved vendor pursuant to the CT Department of Administrative Services contract for Inspection, Testing, Maintenance and Repairs of Sprinkler Systems and Fire Hydrants, in order to modify the fire protection system at the South Meadows Power Block Facility, substantially as discussed and presented at this meeting, and,

FURTHER RESOLVED: That this Board hereby approves the use of the Property Division Improvement Fund, in the amount of \$89,840.00, to fund modification of the fire suppression system at the South Meadows Power Block Facility.

PROCEDURAL REQUIREMENTS

Author: Peter Egan, Director of Operations & Environmental Affairs

P&P Committee Requirements:

- Added as discussion item at MIRA Policies and Procurement Committee due to timing
- Quorum – 50% of the Directors on the Committee (4 Director Committee – 2 Director quorum)
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Edmond Mone (Chair)					
Leonard Assard					
Richard Soderman					
David Steuber					

Board Requirements:

- Quorum – 6 Directors that include at least two (2) Directors appointed to the Board in their capacity as a Municipal Official (Don Stein, Carl Fortuna and Dave Steuber)
- ____ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ____ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 annual consideration(22a-268)
 - ____ Proposed Procedure (1-120)
 - ____ Contractor with Special Capability; greater than \$10,000 consideration
- Specified as requiring 2/3 of Directors present and eligible
 - ____ Expenditure of \$50,000 or more for outside consultant
 - ____ Entering Executive Session
 - ____ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
Donald Stein (Chair)					
Leonard Assard					
Luke Bronin (Advisory Ad Hoc)					
Carl Fortuna					
James Hayden					
Bert Hunter					
Edmond Mone					
Richard Soderman					
David Steuber					
Susan Weisselberg					

Materials Innovation and Recycling Authority

Contract Summary for Contract entitled

Inspection, Testing, Maintenance and Repairs of Sprinkler Systems and Fire Hydrants (CT Department of Administrative Services, Contract No. 18PSX0004)

Presented to the MIRA Board on:	October 12, 2022
Vendor/ Contractor(s):	Hartford Sprinkler Co., Inc.
Effective date:	Upon Issuance of Purchase Order
Contract Type/Subject matter:	Department of Administrative Services Contract for Inspection, Testing, Maintenance and Repairs of Sprinkler Systems and Fire Hydrants, Contract No. 18PSX0004
Facility (ies) Affected:	Power Block Facility
Term:	Until Completion, approximately 30 days from start date.
Value:	\$89,840.00
Amendment(s):	Not applicable
Term Extensions:	Not applicable
Scope of Services:	Hartford Sprinkler Co., Inc. will provide labor and materials to modify the fire suppression system at the South Meadows Power Block Facility in order to eliminate the risk of system failure due to freezing temperatures in the building, which modification has been reviewed and approved by the Hartford Fire Marshal.
Other Pertinent Provisions:	MIRA is utilizing the CT Department of Administrative Services contract for this service. This DAS contract is available to all state agencies, political subdivisions, and not-for-profit organizations. This procurement is pursuant to Section 3.1.2.2 of MIRA's Procurement Policies and Procedures, which allows MIRA to utilize State of Connecticut Governmental Agency Agreements.

Materials Innovation and Recycling Authority
Inspection, Testing, Maintenance and Repairs of
Sprinkler Systems and Fire Hydrants
S
CT Department of Administrative Services,
Contract No. 18PSX0004

October 12, 2022

Discussion

On July 19, 2022 MIRA's waste-to-energy facility in Hartford permanently ceased combusting municipal solid waste. The only source of heat for the power block facility ("PBF") – the section of the facility where combustion activities occurred – are the three combustion boilers, which are no longer operational. There are no other sources of heat in the PBF other than electric heat that has been installed in the PBF control room.

Although the waste combustion activities have ceased, MIRA still employs NAES Corporation to operate and maintain its Jet Turbine Facility ("JTF") at the South Meadows site. The JTF electric generating assets are dispatched from the control room in the PBF. NAES staffs the control room with two individuals 24 hours/day, 7 days/week.

The fire suppression system in the PBF is a "wet" system. This means that all the piping that conveys water to the fire system sprinklers in the event of a fire is filled with water at all times; when the system is activated, water immediately flows from the sprinkler heads. The alternative to a wet system is a "dry" system, in which the piping itself does not contain water; instead, the water is held further upstream, and only flows into the piping when the system is activated.

Modification of the Existing System

Modification of the fire suppression system at the PBF is necessary in order to ensure continued, uninterrupted operation of MIRA's JTF. The control room in the PBF must be occupied until May 31, 2023 in order to dispatch and operate the JTF. Beginning on June 1, 2023 the JTF will be permanently shut down and will no longer provide electric power to the New England electric grid.

In order to eliminate the risk of the wet system in the PBF freezing and failing during the winter, and therefore to ensure that the NAES control room operators are protected during

this time, MIRA engaged Hartford Sprinkler Co. (“HS”) to develop a plan to modify the section of the system that protects the control room and the individuals in the room, segmenting and separating this area from the remainder of the PBF’s fire suppression system. The plan involves modifying the existing wet system in the area of the control room to a dry system, and removing the remaining system zones from service, since these other areas are unoccupied.

MIRA submitted the HS plan to the Hartford Fire Marshal for his review and approval. The Fire marshal visited the site on October 4 to review details of the plan with HS and MIRA. The fire marshal commented that the plan was well developed, and he had no comments or proposed changes to the plan. The fire marshal notified MIRA and HS of his approval of the plan on October 5.

MIRA will utilize the CT Department of Administrative Services (DAS) contract for Inspection, Testing, Maintenance and Repairs of Sprinkler Systems and Fire Hydrants, as allowed pursuant to Section 3.1.2.2 of MIRA’s Procurement Policies and Procedures, which allows MIRA to utilize the competitive process undertaken by DAS to procure goods and services for state agencies and political subdivisions of the state, which includes MIRA. HS is an approved vendor on this DAS contract.

Financial Summary

The cost to modify the system is \$89,840.00. This activity will be funded through use of the Property Division Improvement Fund.

TAB 10

Amendment to Section 9.3, Paid-time-off Rollover Provision, of the Employee Handbook

WHEREAS, Section 9.3 of the Authority's Employee Handbook currently provides that full-time employees are eligible to rollover personal and vacation leave time up to a maximum accumulation of 60 days; and

WHEREAS, staff availability necessary to carry on safe and efficient operations in the final months of calendar year 2022 is anticipated to be challenging due to such rollover limitation;

NOW, THEREFORE, it is

RESOLVED: That Section 9.3 of the Employee Handbook shall be amended to increase the maximum rollover of leave time potentially accumulated by full-time employees from 60 days to 80 days.



Materials Innovation and Recycling Authority
Regular Board of Directors Meeting
Supplemental Information
October 12, 2022

I. Finance

1. Informational Reports for the period ending August 31, 2022 (*Attachment A*).

CSWS Financials	Property Division Financials
CSWS Electricity	MIRA Cash Flow
CSWS Solid Waste Summary	Major Maintenance Funds
CSWS Recycling Summaries	Decommissioning Reserve
CSWS Metal Recovery Operations	Authority Budget

II. Summary of Project Activities

1. An update is provided on waste deliveries to the CSWS project for the period ending August 31, 2022 (*Attachment B*).

III. Communications

1. Legal Expenditure Report for the period ending August 31, 2022 (*Attachment C*).

TAB A

CSWS Financials - This report reflects the budget versus actual financial performance of the CSWS for the current month and on a year to date basis. This is an accrual basis report in that revenues are recognized when earned and expenses are recognized when incurred.

As indicated in this report, operating revenues for August totaled \$0.65 million (7.3% below budget). The deficit in member town deliveries was largely offset by surplus other energy market revenues. Year to date revenues are \$1.77 million (42.3%) under budget due to the early shut down of the Waste to Energy Facility. Total accrued expenditures for August were \$2.13 million (40.1% above budget) primarily due to NAES contract operating charges incurred in shutting down, securing and preparing to properly vacate the Waste to Energy Facility in an environmentally responsible manner. Year to date NAES contract operating charges are 20.1% under budget and this surplus will decline over the next several months as NAES competes these tasks. Year to date total accrued expenditures are 14.8% under budget. Year to date the CSWS has incurred an operating loss of \$3.28 million which is \$0.78 million (31.4%) above budget. The Authority's Transition Contingency Reserve, included in the Major Maintenance Fund, adequately supports the shortfall in income driven by the early shut down.

CSWS Electricity - The CSWS no longer produces electricity. All of its energy sales revenue is derived from Renewable Energy Credits (RECs) "minted" by the Department of Energy and Environmental Protection quarterly in arrears, and through annual and monthly reconfiguration auctions conducted by ISO New England which the Authority participates in to satisfy the Waste to Energy Facility capacity supply obligations it has incurred through May 2024.

In the month of August, the CSWS generated \$0.133 million in net capacity payments through its participation in reconfiguration auctions which is \$0.129 million above the budget for other energy markets.

There were no Renewable Energy Credit sales in August. Electricity generated by the CSWS from April 2022 through June 2022 will be minted into Renewable Energy Credits in September and paid in October at a contract price of \$12.50 per credit.

CSWS Solid Waste Summary - This report reflects the budget versus actual MSW tons delivered, revenue and price per ton for member towns, other contracts, waste haulers and spot.

August deliveries totaled 4,532 tons which is 1,593 tons (26.0%) below budget. All deliveries from August through the end of fiscal year 2023 are budgeted as member town deliveries. The deficit in Member Town deliveries is under review.

CSWS Recycling Summary - This report reflects current month and year to date accrued revenue and expense associated with CSWS recycling operations stated in terms relevant to the Authority's waste hauler agreements, transfer station and Recycling Facility operating contracts.

As indicated in the summary report, 0 tons of non-participating recycling were delivered and 0 tons were budgeted. Operating expenses totaled \$148,646 which is 2.5% above budget for August due to a reduction in commodity pricing that puts upward pressure on the Authority's Base Operating Charge. Operating expenses include transportation from the CSWS transfer stations which are detailed on the Recycling Transportation Report, Recycling Facility contract operating charges which are detailed on the Recycling Contract Operating Report, Authority direct O&M expenses and Recycling Facility residue charges. Operating expenses are 3.4% above budget year to date.



BOARD OF DIRECTORS FINANCIAL REPORT
PERIOD ENDING August 31, 2022

CSWS Metals Sales - This report reflects budget versus actual sales of post combustion ferrous metals and maintenance metals stated in terms relevant to the Authority's metals transportation and processing contract.

In August, the Authority sold 3.56 gross tons of post combustion ferrous and 14.21 gross tons of maintenance metals as part of its WTE Facility shut down activities for total revenue of \$2,962. There were no such sales budgeted for August. Metal sales are 119.6% above budget year to date. Beginning in fiscal year 2022, the Authority stopped directly selling pre-combustion ferrous metals. This material was transported for processing and remarketing and the waste transportation expense included within CSWS Waste Transportation. Post combustion ferrous sales activity stops with the shut down of the WTE Facility. Sales of maintenance metals may continue.

Property Division Financials - This report reflects the budget versus actual financial performance of the Property Division for the current month and on a year to date basis. This is an accrual basis report in that revenues are recognized when earned and expenses are recognized when incurred.

As indicated, revenue to the Property Division was 25.2% above budget in August due to surplus reserve credits. Operating expenses were 374.9% above budget due Jet fuel purchases. The Authority does not anticipate the need for further jet fuel purchases beyond those made through August 31, 2022. Total operating income is 3.1% under budget year to date.

MIRA Cash Flow - This "cash basis" report reflects the monthly flow of cash through the bank accounts and STIF reserve funds that represent all of the Authority's ongoing operations. The flow of funds is executed monthly in accordance with Board approved criteria.

As indicated in this report, Property Division cash receipts for August were sufficient to distribute \$1,514,699 to the Tip Fee Stabilization Fund. Year to date distributions to the Tip Fee Stabilization Fund in support of FY 2023 budgets are \$2,214,941. CSWS cash receipts were not sufficient to execute budgeted distributions to the CSWS Operating and Major Maintenance funds causing a draw of \$10,077 from the Tip Fee Stabilization Fund. After the distribution of August receipts, \$56,969,098 remained contingently due to the Tip Fee Stabilization Fund from CSWS.

Major Maintenance Fund - This report reflects budget versus actual funds advanced or expended for major maintenance and capital improvement projects approved by the Authority. At its February 23, 2022 meeting, the Authority authorized management to establish a project for scale system replacement at the CSWS transfer stations in the amount of \$600,000 funded through surplus Major Maintenance Funds. As shown on this report, the Authority has expended \$146,595 through August 31, 2022 for the Torrington scale replacement project.

Transition Contingency Reserve - This \$3,565,000 reserve is part of the Major Maintenance Fund. It is being funded in four distributions from July through October shown as on CSWS Financials. Use of the reserve has been authorized for WTE Facility contractor severance budgeted at \$2,000,000 from July through September. Budgeted contractor severance through August 31, 2022 is \$1,600,000 and actual payments for 70 contract employees is \$1,670,578 as shown on the Major Maintenance Fund report. Two additional employees remain to be paid. The Authority estimates WTE contractor severance will be conclude \$285,000 below the \$2,000,000 authorization leaving an available Transition Contingency Reserve balance of \$1,850,000.

Decommissioning Funds - The Authority's Decommissioning Reserve has been funded and established for financial reporting purposes and expenditures are pending approval of a closure plan by DEEP and contracting activity by the Authority.

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report

[Narrative](#)

CSWS Monthly Financial Report

Period Ending: **August 31, 2022**

	Current Month		Variance Better (Worse) than Budget		Year to Date		Variance Better (Worse) than Budget	
	Budget	Actual	\$	%	Budget	Actual	\$	%
REVENUES								
Member Towns	\$ 691,125	\$ 505,954	\$ (185,171)	-26.8%	\$ 1,382,250	\$ 983,099	\$ (399,151)	-28.9%
Other Contracts	\$ -	\$ -	\$ -	n/a	\$ 600,000	\$ -	\$ (600,000)	n/a
Hauler - Direct	\$ -	\$ -	\$ -	n/a	\$ 697,500	\$ -	\$ (697,500)	n/a
Hauler - TS	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Spot Waste	\$ -	\$ -	\$ -	n/a	\$ -	\$ (101)	\$ (101)	n/a
Bypass, Delivery & Other Charges	\$ -	\$ -	\$ -	n/a	\$ -	\$ (42,030)	\$ (42,030)	n/a
Member Service Fee	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Metal Sales & Excess Residue	\$ -	\$ 2,962	\$ 2,962	n/a	\$ 5,708	\$ 12,536	\$ 6,828	119.6%
Bulky Waste	\$ -	\$ -	\$ -	n/a	\$ 20,500	\$ -	\$ (20,500)	n/a
Recycling Facility	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Electricity Sales	\$ -	\$ -	\$ -	n/a	\$ 722,260	\$ 543,628	\$ (178,632)	-24.7%
Other Energy Markets	\$ 4,430	\$ 133,510	\$ 129,080	2914%	\$ 758,860	\$ 918,658	\$ 159,798	21.1%
Misc. (Interest, Fees, Other)	\$ 4,200	\$ 6,020	\$ 1,820	43.3%	\$ 8,400	\$ 7,020	\$ (1,380)	-16.4%
TOTAL ACCRUED REVENUES	\$ 699,755	\$ 648,446	\$ (51,309)	-7.3%	\$ 4,195,478	\$ 2,422,810	\$ (1,772,668)	-42.3%
EXPENDITURES								
Administrative Expenses	\$ 138,411	\$ 171,069	\$ (32,658)	-23.6%	\$ 276,822	\$ 424,331	\$ (147,509)	-53.3%
Operational & Contingent . Exp.	\$ 130,349	\$ 75,725	\$ 54,624	41.9%	\$ 616,248	\$ 513,158	\$ 103,090	16.7%
PILOTS & Fees	\$ 129,057	\$ 130,632	\$ (1,575)	-1.2%	\$ 304,538	\$ 261,824	\$ 42,714	14.0%
Waste Transport	\$ 653,918	\$ 441,970	\$ 211,948	32.4%	\$ 1,801,558	\$ 1,272,397	\$ 529,161	29.4%
Recycling Facility	\$ 145,023	\$ 148,646	\$ (3,624)	-2.5%	\$ 290,045	\$ 299,870	\$ (9,824)	-3.4%
Murphy Road Operations	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
MIRA Facilities Operating Exp.	\$ -	\$ 173,539	\$ (173,539)	n/a	\$ 108,333	\$ 239,896	\$ (131,563)	-121.4%
NAES Contract Operating Charges	\$ -	\$ 627,693	\$ (627,693)	n/a	\$ 2,403,098	\$ 1,896,100	\$ 506,998	21.1%
NAES Contract Major Maint.	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
NAES On-Site Incentive Comp.	\$ -	\$ 135,323	\$ (135,323)	n/a	\$ 135,323	\$ 270,646	\$ (135,323)	-100.0%
NAES Management Fees	\$ -	\$ 102,172	\$ (102,172)	n/a	\$ 108,333	\$ 197,145	\$ (88,812)	-82.0%
Transfer Station - Ellington	\$ 1,349	\$ 331	\$ 1,018	75.5%	\$ 2,698	\$ 4,016	\$ (1,318)	-48.9%
Transfer Station - Essex	\$ 65,000	\$ 65,288	\$ (288)	-0.4%	\$ 130,000	\$ 134,338	\$ (4,338)	-3.3%
Transfer Station - Torrington	\$ 55,717	\$ 56,084	\$ (367)	-0.7%	\$ 111,434	\$ 112,760	\$ (1,326)	-1.2%
Transfer Station - HFD Transition	\$ 200,000	\$ (1,212)	\$ 201,212	100.6%	\$ 400,000	\$ 72,284	\$ 327,716	81.9%
TOTAL ACCRUED EXPENDITURES	\$ 1,518,824	\$ 2,127,260	\$ (608,437)	-40.1%	\$ 6,688,430	\$ 5,698,765	\$ 989,666	14.8%
OPERATING INCOME								
<i>(Before Reserves / Transfers)</i>	\$ (819,069)	\$ (1,478,814)	\$ (659,746)	80.5%	\$ (2,492,952)	\$ (3,275,954)	\$ (783,002)	31.4%
DISTRIBUTION OF CSWS OPERATING INCOME								
CSWS Improvement Fund	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
CSWS Major Maint. (Transition)	\$ 1,000,000	\$ 1,000,000	\$ -	0.0%	\$ 2,000,000	\$ 2,000,000	\$ -	0.0%
CSWS Risk Fund	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
CSWS Legal Reserve	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
MIRA Severance Reserve	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
TOTAL DISTRIBUTIONS	\$ 1,000,000	\$ 1,000,000	\$ -	0.0%	\$ 2,000,000	\$ 2,000,000	\$ -	0.0%
SURPLUS / (DEFICIT)	\$ (1,819,069)	\$ (2,478,814)	\$ (659,746)	36%	\$ (4,492,952)	\$ (5,275,954)	\$ (783,002)	17.4%

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report

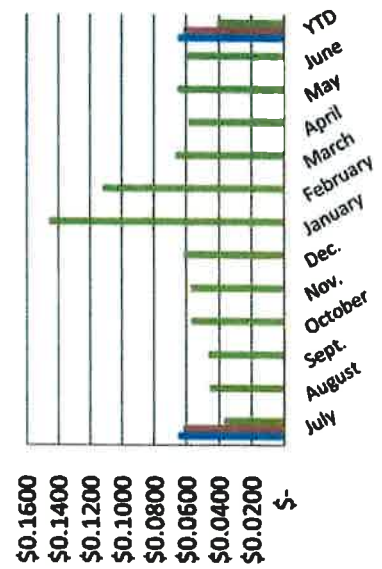
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CSWS Electricity Production

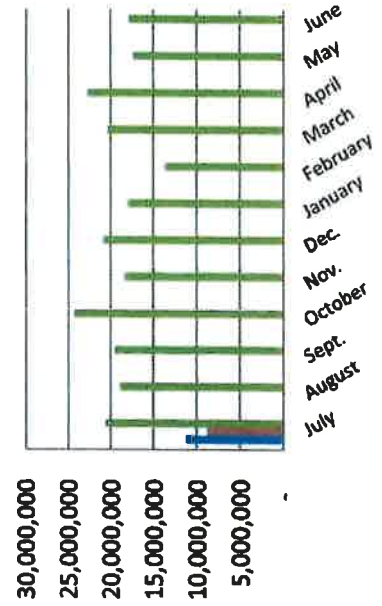
Period Ending: **August 31, 2022**

FY 2023 Budget	Price			Production			Generation Revenue		
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
July	\$ 0.0650	\$ 0.0616	\$ (0.0034)	11,111,691	8,829,690	(2,282,001)	\$ 722,260	\$ 543,628	\$ (178,632)
August	n/a	-	n/a			n/a			n/a
Sept.	n/a	-	n/a			n/a			n/a
October	n/a	-	n/a			n/a			n/a
Nov.	n/a	-	n/a			n/a			n/a
Dec.	n/a	-	n/a			n/a			n/a
January	n/a	-	n/a			n/a			n/a
February	n/a	-	n/a			n/a			n/a
March	n/a	-	n/a			n/a			n/a
April	n/a	-	n/a			n/a			n/a
May	n/a	-	n/a			n/a			n/a
June	n/a	-	n/a			n/a			n/a
YTD	\$ 0.0650	\$ 0.0616	\$ (0.0034)	11,111,691	8,829,690	(2,282,001)	722,260	543,628	\$ (178,632)
YTD % Var.			-5.3%			-20.5%			-24.7%

Price / kWh



Production (KWh)



Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report

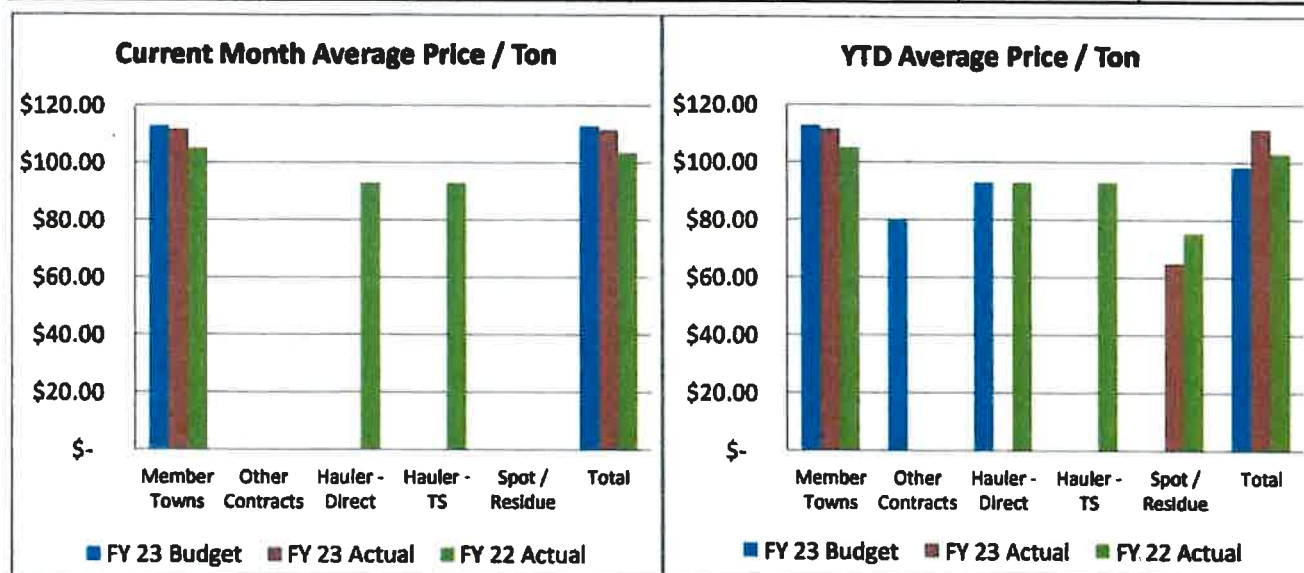
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CSWS Solid Waste Summary

Period Ending:

August 31, 2022

	Current Month			Year To Date		
FY 23 Budget	Tons	Revenue	Price	Tons	Revenue	Price
Member Towns	6,125	\$ 691,125	\$ 112.84	12,250	\$ 1,382,250	\$ 112.84
Other Contracts	-	\$ -	\$ -	7,500	\$ 600,000	\$ 80.00
Hauler - Direct	-	\$ -	\$ -	7,500	\$ 697,500	\$ 93.00
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	-	\$ -	\$ -	-	\$ -	\$ -
Total	6,125	\$ 691,125	\$ 112.84	27,250	\$ 2,679,750	\$ 98.34
FY 23 Actual	Tons	Revenue	Price	Tons	Revenue	Price
Member Towns	4,532	\$ 505,954	\$ 111.64	8,808	\$ 983,099	\$ 111.62
Other Contracts	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - Direct	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	-	\$ -	\$ -	(2)	\$ (101)	\$ 65.00
Total	4,532	\$ 505,954	\$ 111.64	8,806	\$ 982,998	\$ 111.63
Variance	Tons	Revenue	Price	Tons	Revenue	Price
Member Towns	(1,593)	\$ (185,171)	\$ (1.20)	(3,442)	\$ (399,151)	\$ (1.22)
Other Contracts	-	\$ -	\$ -	(7,500)	\$ (600,000)	\$ (80.00)
Hauler - Direct	-	\$ -	\$ -	(7,500)	\$ (697,500)	\$ (93.00)
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	-	\$ -	\$ -	(2)	\$ (101)	\$ 65.00
Total	(1,593)	\$ (185,171)	\$ (1.20)	(18,444)	\$ (1,696,752)	\$ 13.29
Total % Var.	-26.0%	-26.8%	-1.1%	-67.7%	-63.3%	13.5%



Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report
CSWS Recycling Summary

[Narrative](#)

Period Ending:

August 31, 2022

Budget FY 2023	Non Participating Delivery Revenue							Operating Expenses				
	Essex	Torrington	Watertown	Hartford	Total	Rate	Revenue	Trans.	Contract Op.	Direct O&M	Residue	Total
July	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
August	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
September	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
October	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
November	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
December	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
January	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
February	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
March	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
April	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
May	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
June	-	-	-	-	-	\$ 117	\$ -	\$ 26,167	\$ 101,651	\$ 17,204	\$ -	\$ 145,023
YTD	-	-	-	-	-	\$ 117	\$ -	\$ 52,334	\$ 203,303	\$ 34,408	\$ -	\$ 290,045

Actual FY 2023	Non Participating Delivery Revenue							Operating Expenses				
	Essex	Torrington	Watertown	Hartford	Total	Rate	Revenue	Trans.	Contract Op.	Direct O&M	Residue	Total
July	-	-	-	-	-	\$ 117	\$ -	\$ 42,635	\$ 94,521	\$ 14,067	\$ -	\$ 151,223
August	-	-	-	-	-	\$ 117	\$ -	\$ 29,917	\$ 111,220	\$ 7,510	\$ -	\$ 148,646
September	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	-	-	-	-	-	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD	-	-	-	-	-	\$ 117	\$ -	\$ 72,552	\$ 205,741	\$ 21,577	\$ -	\$ 299,870

Variance FY 2023	Non Participating Delivery Revenue							Operating Expenses				
	Essex	Torrington	Watertown	Hartford	Total	Rate	Revenue	Trans.	Contract Op.	Direct O&M	Residue	Total
July	-	-	-	-	-	\$ -	\$ -	\$ 16,468	\$ (7,131)	\$ (3,137)	\$ -	\$ 6,200
August	-	-	-	-	-	\$ -	\$ -	\$ 3,749	\$ 9,568	\$ (9,694)	\$ -	\$ 3,624
September												
October												
November												
December												
January												
February												
March												
April												
May												
June												
YTD												

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report
CSWS Recycling Transportation

[Narrative](#)

Period Ending:

August 31, 2022

Budget FY 2023	Essex to Willimantic			Torrington to Berlin			Watertown to Berlin			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
August	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
September	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
October	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
November	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
December	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
January	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
February	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
March	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
April	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
May	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
June	481.25	\$ 30.00	\$ 14,438	474.50	\$ 24.72	\$ 11,730	-		\$ -	\$ 26,167
YTD	962.50	\$ 30.00	28,875	949.00	\$ 24.72	23,459	-	#DIV/0!	-	\$ 52,334

Actual FY 2023	Essex to Willimantic			Torrington to Berlin			Watertown to Berlin			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	483.75	\$ 46.10	\$ 22,301	427.72	\$ 45.70	\$ 19,547	28.09	\$ 28.04	\$ 788	\$ 42,635
August	541.19	\$ 35.80	\$ 19,375	385.87	\$ 27.32	\$ 10,542	-	\$ -	\$ -	\$ 29,917
September			\$ -			\$ -			\$ -	\$ -
October			\$ -			\$ -			\$ -	\$ -
November			\$ -			\$ -			\$ -	\$ -
December			\$ -			\$ -			\$ -	\$ -
January			\$ -			\$ -			\$ -	\$ -
February			\$ -			\$ -			\$ -	\$ -
March			\$ -			\$ -			\$ -	\$ -
April			\$ -			\$ -			\$ -	\$ -
May			\$ -			\$ -			\$ -	\$ -
June			\$ -			\$ -			\$ -	\$ -
YTD	1,024.94	\$ 40.66	41,675	813.59	\$ 36.98	30,089	28.09	\$ 28.04	788	\$ 72,552

Variance FY 2023	Essex to Willimantic			Torrington to Berlin			Watertown to Berlin			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	2.50	16.10	7,863	(46.78)	20.98	7,817	28.09	28.04	788	16,468
August	59.94	5.80	4,937	(88.63)	2.60	(1,188)	-	-	-	3,749
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
YTD	62.44	10.66	12,800	(135.41)	12.26	6,629	28.09	#DIV/0!	788	20,218

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report
CSWS Recycling Contract Operating

[Narrative](#)

Period Ending:

August 31, 2022

Budget FY 2023	Hartford to Berlin			Base Operating Charge					Managemen Fee	Total Expense
	Tons	Rate	Expense	Total Tons	BPF	ACR	Net Price	Expense		
July	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
August	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
September	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
October	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
November	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
December	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
January	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
February	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
March	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
April	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
May	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
June	253.42	\$ 30.90	\$ 7,831	1,209.17	\$ 85.00	\$ (50.00)	\$ 35.00	\$ 42,321	\$ 51,500	\$ 101,651
YTD	506.83	30.90	15,661	2,418	\$ 85.00	\$ (50.00)	\$ 35.00	84,642	103,000	\$ 203,303

Actual FY 2023	Hartford to Berlin			Base Operating Charge					Managemen Fee	Total Expense
	Tons	Rate	Expense	Total Tons	BPF	ACR	Net Price	Expense		
July	103.89	\$ 30.00	\$ 3,117	1,063.3	\$ 85.00	\$ (46.06)	\$ 38.94	\$ 41,404	\$ 50,000	\$ 94,521
August	-	\$ -	\$ -	928.8	\$ 85.00	\$ (19.09)	\$ 65.91	\$ 61,220	\$ 50,000	\$ 111,220
September			\$ -				\$ -	\$ -		\$ -
October			\$ -				\$ -	\$ -		\$ -
November			\$ -				\$ -	\$ -		\$ -
December			\$ -				\$ -	\$ -		\$ -
January			\$ -				\$ -	\$ -		\$ -
February			\$ -				\$ -	\$ -		\$ -
March			\$ -				\$ -	\$ -		\$ -
April			\$ -				\$ -	\$ -		\$ -
May			\$ -				\$ -	\$ -		\$ -
June			\$ -				\$ -	\$ -		\$ -
YTD	104	\$ 30.00	3,117	1,992	\$ 85.00	\$ 33.49	\$ 51.51	102,624	100,000	\$ 205,741

Variance FY 2023	Hartford to Berlin			Base Operating Charge					Managemen Fee	Total Expense
	Tons	Rate	Expense	Total Tons	BPF	ACR	Net Price	Expense		
July	(149.53)	(0.90)	(4,714)	(145.9)	-	3.94	3.94	(917)	(1,500)	(7,131)
August	(253.42)	(30.90)	(7,831)	(280.3)	-	30.91	30.91	18,899	(1,500)	9,568
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
YTD	(403)	(0.90)	(12,544)	(426)	-	83.49	16.51	17,982	(3,000)	2,438

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report
CSWS Metal Recovery Operations

[Narrative](#)

Period Ending: **August 31, 2022**

Budget FY 2023	Post Combustion Ferrous					Maintenance Metals					Total Revenue
	Gross Tons	Base Price	Adj.	Net Price	Revenue	Gross Tons	Base Price	Adj.	Net Price	Revenue	
July	29.17	\$ 38.57	\$ -	\$ 38.57	\$ 1,125	41.67	\$ 110.00	\$ -	\$ 110.00	\$ 4,583	\$ 5,708
August				\$ -	\$ -				\$ -	\$ -	\$ -
September				\$ -	\$ -				\$ -	\$ -	\$ -
October				\$ -	\$ -				\$ -	\$ -	\$ -
November				\$ -	\$ -				\$ -	\$ -	\$ -
December				\$ -	\$ -				\$ -	\$ -	\$ -
January				\$ -	\$ -				\$ -	\$ -	\$ -
February				\$ -	\$ -				\$ -	\$ -	\$ -
March				\$ -	\$ -				\$ -	\$ -	\$ -
April				\$ -	\$ -				\$ -	\$ -	\$ -
May				\$ -	\$ -				\$ -	\$ -	\$ -
June				\$ -	\$ -				\$ -	\$ -	\$ -
YTD	29.17	\$ 38.57	\$ -	\$ 38.57	1,125	41.67	\$ 110.00	\$ -	\$ 110.00	4,583	\$ 5,708

Actual FY 2023	Post Combustion Ferrous					Maintenance Metals					Total Revenue
	Gross Tons	Base Price	Adj.	Net Price	Revenue	Gross Tons	Base Price	Adj.	Net Price	Revenue	
July	46.21	\$ 110.00	\$ 7.00	\$ 117.00	\$ 5,407	21.41	\$ 165.00	\$ 29.67	\$ 194.67	\$ 4,168	\$ 9,574
August	3.56	\$ 110.00	\$ 56.67	\$ 166.67	\$ 593	14.21	\$ 165.00	\$ 1.67	\$ 166.67	\$ 2,368	\$ 2,962
September				\$ -	\$ -				\$ -	\$ -	\$ -
October				\$ -	\$ -				\$ -	\$ -	\$ -
November				\$ -	\$ -				\$ -	\$ -	\$ -
December				\$ -	\$ -				\$ -	\$ -	\$ -
January				\$ -	\$ -				\$ -	\$ -	\$ -
February				\$ -	\$ -				\$ -	\$ -	\$ -
March				\$ -	\$ -				\$ -	\$ -	\$ -
April				\$ -	\$ -				\$ -	\$ -	\$ -
May				\$ -	\$ -				\$ -	\$ -	\$ -
June				\$ -	\$ -				\$ -	\$ -	\$ -
YTD	49.77	\$ 110.00	\$ 10.55	\$ 120.55	6,000	35.62	\$ 165.00	\$ 18.50	\$ 183.50	6,536.27	\$ 12,536

Variance FY 2023	Post Combustion Ferrous					Maintenance Metals					Total Revenue
	Gross Tons	Base Price	Adj.	Net Price	Revenue	Gross Tons	Base Price	Adj.	Net Price	Revenue	
July	17.04	71.43	7.00	78.43	4,281.57	(20.26)	55.00	29.67	84.67	(415.45)	3,866.12
August	3.56	110.00	56.67	166.67	593.35	14.21	165.00	1.67	166.67	2,368.38	2,961.73
September											
October											
November											
December											
January											
February											
March											
April											
May											
June											
YTD	20.60	71.43	10.55	81.98	4,874.92	(6.05)	55.00	18.50	73.50	1,952.93	6,827.85

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report

Narrative

Property Division Monthly Financial Report

Period Ending: August 31, 2022

	Current Month		Variance Better (Worse) than Budget		Year to Date		Variance Better (Worse) than Budget	
	Budget	Actual	\$	%	Budget	Actual	\$	%
REVENUES								
Jets Electric:								
Capacity Payments	\$ 564,273	\$ 564,273	\$ -	0.0%	\$ 1,128,546	\$ 1,128,546	\$ -	0.0%
VARs Payments	\$ 2,200	\$ (825)	\$ (3,025)	-137.5%	\$ 4,400	\$ 2,150	\$ (2,250)	-51.1%
Reserve Credits	\$ 38,005	\$ 489,461	\$ 451,456	1188%	\$ 76,010	\$ 1,202,899	\$ 1,126,889	1483%
Real Time Energy	\$ 212,784	\$ -	\$ (212,784)	n/a	\$ 425,568	\$ 578,856	\$ 153,288	36.0%
Total Jets Electric	\$ 817,262	\$ 1,052,909	\$ 235,647	28.8%	\$ 1,634,524	\$ 2,912,451	\$ 1,277,927	78.2%
Lease Income:								
CSWS Murphy Road	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Golf Center	\$ 1,664	\$ 1,114	\$ (550)	-33.1%	\$ 3,328	\$ 2,231	\$ (1,097)	-33.0%
Wheelabrator Lease	\$ 38,079	\$ 18,668	\$ (19,411)	-51.0%	\$ 76,158	\$ 37,386	\$ (38,772)	-50.9%
Jets Billboard	\$ -	\$ -	\$ -	n/a	\$ 45,000	\$ -	\$ (45,000)	n/a
Total Lease Income	\$ 39,743	\$ 19,782	\$ (19,961)	-50.2%	\$ 124,486	\$ 39,617	\$ (84,869)	-68.2%
South Central Facility Capacity	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Education & Trash Museum	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Interest / Misc. Income	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
TOTAL ACCRUED REVENUES	\$ 857,005	\$ 1,072,691	\$ 215,686	25.2%	\$ 1,759,010	\$ 2,952,068	\$ 1,193,058	67.8%
EXPENDITURES								
MIRA Non-Personnel Services	\$ 1,057	\$ 10	\$ 1,047	99.1%	\$ 30,714	\$ 22,248	\$ 8,466	27.6%
MIRA Allocated Costs	\$ 45,838	\$ 51,350	\$ (5,512)	-12.0%	\$ 91,676	\$ 123,575	\$ (31,899)	-34.8%
Railroad Maintenance	\$ -	\$ -	\$ -	n/a	\$ 11,025	\$ 10,450	\$ 575	5.2%
211 Murphy Road Ops. Center	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
1410 Honey Spot Road	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
171 Murphy Road	\$ 2,318	\$ 647	\$ 1,671	72.1%	\$ 4,636	\$ 1,694	\$ 2,942	63.5%
Education & Trash Museum	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
South Central Facility Operating C	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Jets Operating Charges	\$ 93,422	\$ 625,422	\$ (532,000)	-569.5%	\$ 191,844	\$ 1,409,811	\$ (1,217,967)	-634.9%
Operating Contingency	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
TOTAL ACCRUED EXPENDITURES	\$ 142,635	\$ 677,429	\$ (534,794)	-374.9%	\$ 329,895	\$ 1,567,778	\$ (1,237,883)	-375.2%
OPERATING INCOME								
(Before Reserves / Transfers)	\$ 714,370	\$ 395,262	\$ (319,108)	-44.7%	\$ 1,429,115	\$ 1,384,290	\$ (44,825)	-3.1%
DISTRIBUTION OF PD OPERATING INCOME								
General Fund	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
MIRA Severance	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Jets Major Maintenance	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
PD Improvement Fund	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
TOTAL DISTRIBUTIONS	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
SURPLUS / (DEFICIT)								
	\$ 714,370	\$ 395,262	\$ (319,108)	-44.7%	\$ 1,429,115	\$ 1,384,290	\$ (44,825)	-3.1%

Materials Innovation & Recycling Authority
 Authority Budget, CSWS, Landfill Division and Property Division
 Flow of Funds

Period Ending: August 31, 2022
 Transfer Date: September 13, 2022
 Funding: October

Property Division Receipts	Beginning Balance	Interest [+]	Receipts [+]	Adjustments [+(-)]	Net Receipts to Distribution [-]	Ending Balance
PD Clearing Account	\$ 1,000.00		\$ 1,828,352.38		\$ 1,828,352.38	\$ 1,000.00
Property Division Disbursements	Beginning Balance	Interest [+]	Expenditures [-]	Adjustments [+(-)]	Distribution of Net Receipts [+(-)]	Ending Balance
PD Operating Fund	\$ 1,892,000.00	\$ 3,982.00	\$ 1,170,666.02		\$ 313,653.00	\$ 1,038,968.98
PD General Fund	\$ 10,058,969.72	\$ 18,922.19				\$ 10,077,891.91
PD Improvement Fund	\$ 260,179.85					\$ 260,179.85
PD Jets Major Maintenance	\$ 798,813.87					\$ 798,813.87
CSWS Decommissioning Reserve	\$ 3,310,847.96	\$ 6,228.14				\$ 3,317,076.10
MIRA Severance Fund	Combined Below					Combined Below
CSWS Improvement Fund	Combined Below					Combined Below
CSWS Tip Fee Stabilization	Combined Below				\$ 1,514,699.38	Combined Below
Total	\$ 16,320,811.40	\$ 29,132.33	\$ 1,170,666.02	\$ -	\$ 1,828,352.38	\$ 15,492,930.71
CSWS Division Receipts	Beginning Balance	Interest [+]	Receipts [+]	Adjustments [+(-)]	Net Receipts to Distribution [-]	Ending Balance
CSWS Clearing Account	\$ 40,000.00		\$ 1,921,427.80		\$ 1,921,427.80	\$ 40,000.00
CSWS Division Disbursements	Beginning Balance	Interest [+]	Expenditures [-]	Adjustments [+(-)]	Distribution of Net Receipts [+(-)]	Ending Balance
CSWS Operating STIF	\$ 13,870,000.00	\$ 24,841.30	\$ 2,069,553.86		\$ 1,366,504.70	\$ 13,191,792.14
CSWS Debt Service Fund	\$ 3,875.01					\$ 3,875.01
CSWS General Fund	\$ 1,105.39	\$ 2.13				\$ 1,107.52
CSWS Risk Fund	\$ 901,012.31	\$ 1,694.94				\$ 902,707.25
CSWS Legal Reserve	\$ 551,287.10	\$ 1,037.05				\$ 552,324.15
MIRA Severance Fund	Combined Below					Combined Below
CSWS Improvement Fund	Combined Below					Combined Below
CSWS Major Maintenance	Combined Below				\$ 565,000.00	Combined Below
CSWS Tip Fee Stabilization	Combined Below				\$ 10,076.90	Combined Below
Total	\$ 15,327,279.81	\$ 27,575.42	\$ 2,069,553.86	\$ -	\$ 1,921,427.80	\$ 14,651,806.07
Combined	Beginning Balance	Interest [+]	Receipts [+]	Expenditures [-]	Adjustments [+(-)]	Ending Balance
MIRA Severance Fund	\$ 2,552,218.71	\$ 4,801.04			\$ -	\$ 2,557,019.75
CSWS Improvement Fund	\$ 319,447.51				\$ -	\$ 319,447.51
CSWS Major Maintenance	\$ 7,366,260.35	\$ 11,578.55	\$ 1,479,184.85		\$ 565,000.00	\$ 6,463,654.05
CSWS Tip Fee Stabilization	\$ 11,687,023.00	\$ 20,205.70			\$ 1,504,622.48	\$ 13,211,851.18
Other Division Balances	Beginning Balance	Interest [+]	Receipts [+]	Expenditures [-]	Adjustments [+(-)]	Ending Balance
General Fund Checking	\$ 2,029,818.08		\$ 211,107.60	\$ 220,390.00		\$ 2,020,535.68
Hartford Solar Reserve	\$ 336,395.99	\$ 632.81				\$ 337,028.80
Pollution Insurance Reserve	\$ -					\$ -
Landfill Div. Operating Account	\$ 2,183,736.63		\$ 37,290.00	\$ 7,123.57		\$ 2,213,903.06

Mark T. Daley, Chief Financial Officer

- Ending balances include the fund transfers represented on this flow of funds as a distribution. Excludes receipt of customer security deposits /guarantees of payment and Mid-Connecticut reserves not subject to disbursement or funding in accordance with adopted flow of funds.
- Decommissioning Reserve of \$3.3 million was established pursuant to Board resolution. Interest earnings are being retained in the reserve account.
- FY23 YTD contribution to the CSWS Tip Fee Stabilization Reserve totaled \$2,214,941.83 in support of the FY23 Adopted Property Division Budget.
- FY23 YTD CSWS draws from the CSWS Tip Fee Stabilization Reserve is \$10,076.90 in support of the FY23 Adopted CSWS Budget.
- After the distribution of August cash receipts, a total of \$56,969,097.51 remained due to the Tip Fee Stabilization Reserve from the CSWS.

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report
WTE Decommissioning Reserve

Narrative

Period Ending:

08/31/22

	Current Month			Year to Date		
	Budget	Actual	Variance	Budget	Actual	Variance
WASTE PROCESSING FACILITY						
Baghouse & Cyclone Separator Cleaning	\$ -	\$ -	\$ -	\$ 30,100	\$ -	\$ 30,100
RDF Conveyors, Shredders, Trommels & Packers	\$ -	\$ -	\$ -	\$ 123,700	\$ -	\$ 123,700
WPF Building Surface Cleaning	\$ -	\$ -	\$ -	\$ 75,550	\$ -	\$ 75,550
MCAPS RTO Cleaning	\$ -	\$ -	\$ -	\$ 6,165	\$ -	\$ 6,165
MCAPS Spiral Duct Dismantling & Cleaning	\$ -	\$ -	\$ -	\$ 169,600	\$ -	\$ 169,600
Floor & Storm Drain System Cleaning	\$ -	\$ -	\$ -	\$ 60,900	\$ -	\$ 60,900
Deenergize Transformers & Electrical Equipment	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000
Drums, Equipment Draining & Disposal	\$ -	\$ -	\$ -	\$ 43,500	\$ -	\$ 43,500
WPF Sub-total	\$ -	\$ -	\$ -	\$ 518,515	\$ -	\$ 518,515
POWER BLOCK FACILITY						
Coal Pond Ash Removal	\$ -	\$ -	\$ -	\$ 307,900	\$ -	\$ 307,900
Clean Ash Load Out & Wheel Building & Drains	\$ -	\$ -	\$ -	\$ 67,350	\$ -	\$ 67,350
Modify Coal Pond for Surface Discharge	\$ -	\$ -	\$ -	\$ 174,300	\$ -	\$ 174,300
Coal Soil Cover	\$ -	\$ -	\$ -	\$ 566,250	\$ -	\$ 566,250
Baghouse & Scrubber Cleaning (3 units)	\$ -	\$ -	\$ -	\$ 123,700	\$ -	\$ 123,700
Clean Ash Conveyors, Traveling Grates & Mixer Rm.	\$ -	\$ -	\$ -	\$ 120,400	\$ -	\$ 120,400
Clean Boiler Air Heaters (3 units)	\$ -	\$ -	\$ -	\$ 29,000	\$ -	\$ 29,000
Clean Boilers (3 units)	\$ -	\$ -	\$ -	\$ 102,500	\$ -	\$ 102,500
Seal & Grout Cooling Water Intakes & Discharges	\$ -	\$ -	\$ -	\$ 129,850	\$ -	\$ 129,850
Screen House Mechanical Wqupiment Dismantling	\$ -	\$ -	\$ -	\$ 87,350	\$ -	\$ 87,350
Clean Wastewater Treatment Tanks	\$ -	\$ -	\$ -	\$ 58,850	\$ -	\$ 58,850
Clean Misc. Tanks & Vessels	\$ -	\$ -	\$ -	\$ 44,850	\$ -	\$ 44,850
Drain & Secure Turbine Systems and Transformers	\$ -	\$ -	\$ -	\$ 18,550	\$ -	\$ 18,550
Remove & Dispose of Radioactive Sources	\$ -	\$ -	\$ -	\$ 120,550	\$ -	\$ 120,550
Coal Barge Unloading Crane & Equip.	\$ -	\$ -	\$ -	\$ 130,000	\$ -	\$ 130,000
Miscellaneous Other Cleaning & Closure Costs	\$ -	\$ -	\$ -	\$ 197,350	\$ -	\$ 197,350
PBF Sub-total	\$ -	\$ -	\$ -	\$ 2,278,750	\$ -	\$ 2,278,750
OTHER COSTS						
Engineering Plans, Specs. & Bid Documents	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
Permit and Regulatory Plans Modification/Transfer/Termination	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
MIRA Direct Personnel	\$ -	\$ -	\$ -	\$ 113,294	\$ -	\$ 113,294
Construction Management and Oversight	\$ -	\$ -	\$ -	\$ 339,440	\$ -	\$ 339,440
Contingency	\$ -	\$ -	\$ -	\$ 1	\$ -	\$ 1
Total Other Costs	\$ -	\$ -	\$ -	\$ 602,735	\$ -	\$ 602,735
METAL SALES CREDIT	\$ -	\$ -	\$ -	\$ (100,000)	\$ -	\$ (100,000)
Total Decommission Reserve	\$ -	\$ -	\$ -	\$ 3,300,000	\$ -	\$ 3,300,000

Materials Innovation and Recycling Authority
FY 2023 Board of Directors Financial Report
CSWS Major Maintenance Fund Status

Narrative

Period Ending:

08/31/23

WASTE PROCESSING FACILITY	Current Month			Year to Date		
	Budget	Actual	Variance	Budget	Actual	Variance
Trommels	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conveyors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSW / RDF Tip Floor Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loaders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Rolling Stock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shredders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Scale Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WPF Sub-total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POWER BLOCK FACILITY						
Boiler 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boiler 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boiler 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Turbine 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Turbine 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baghouse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auxiliary Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Switch Yard / Switchgear	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stack / Common Duct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ash System / Load Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
M Caps	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PBF Sub-total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFER STATIONS						
Essex	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
Torrington	\$ -	\$ -	\$ -	\$ 300,000	\$ 146,595	\$ 153,405
Watertown	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
Total Transfer Stations	\$ -	\$ -	\$ -	\$ 600,000	\$ 146,595	\$ 453,405
TRANSITION CONTINGENCY						
	\$ 800,000	\$ 1,479,185	\$ (679,185)	\$ 1,600,000	\$ 1,670,518	\$ (70,518)
TOTAL CSWS MAJOR MAINTENANCE FUND	\$ 800,000	\$ 1,479,185	\$ (679,185)	\$ 2,200,000	\$ 1,817,113	\$ 382,887

Materials Innovation and Recycling Authority
FY 2022 Board of Directors Financial Report

Segmented Income Statement

Period Ending: August 31, 2022

DRAFT

Segmented Income Statement - This report reflects the revenues and expenses of each Authority project and division in the format ultimately to appear in its annual independent audit report. This includes a summary reconciliation to budget versus actual report formats.

	Capital Fund	Connecticut Solid Waste System	Mid-Connecticut Project	Southwest Project	Property Division	Landfill Division	Eliminations	Total
Operating Revenues								
Service charges:								
Members	\$	\$	\$	\$	\$		\$	983
Offices		(42)						(42)
Energy sales		1,462			2,912	26		4,400
Other operating revenues		17			24			41
Total Operating Revenues		2,420			2,936	26		5,382
Operating Expenses								
Solid waste operations		4,887			1,420	94	0	6,401
Maintenance and utilities		364			26			390
Legal services - external		11						11
Administrative and operational services		591			122	10		723
Total Operating Expenses		5,853			1,568	104		7,525
Operating Income (Loss) before Depreciation and Amortization		(1,433)			1,368	(78)		(2,143)
Depreciation and amortization	31	13					0	44
Operating Income (Loss)	(31)	(1,446)			1,368	(78)		(2,187)
Non-Operating Revenues (Expenses)								
Investment income		2			16			18
Settlement income (expense)								
Other income (expense)								
Distribution to SERRA								
Non-Operating Revenues (Expenses), net		2			16			18
Income (Loss) before Transfers	(31)	(1,444)			1,384	(78)		(2,169)
Transfers in (out)							0	
Change in Net Position	(31)	(1,444)			1,384	(78)		(2,169)
Total Net Position, beginning of period	3,013	4,109	44		64,324	20,598		92,086
Total Net Position, end of period	\$ 2,982	\$ 655	\$ 44	\$	\$ 65,708	\$ 20,518	\$	\$ 89,917
RECONCILIATION TO VARIANCE REPORT:								
Add: Expenses paid from reserves		155						155
Add: Amortization	31	13						44
Less: OAP Exp. (Challenged for Budget)								
add: Spare parts and fixed inventory adjustments								
add: Capitalized expenses net of asset disposals								
add: Settlement income								
Other								
Operating Income (Loss) per Variance report		(1,276)			1,384			(1,892)

ues with PI financials tab

ues with CSWA's financials tab

Note: Monthly variance report produced for General fund, Property Division and CSWS only

Note: Eliminations and depreciation are preliminary amounts.

Other: Sept20 - REC's were billed and in the GL for Sept20 s/n/b billed in October20.

THE AUTHORITY - FINANCIAL RESULTS

For the Period Ending August 31, 2022

DETAILS	MONTH TO DATE				YEAR TO DATE			
	Budget	Actual	Variance		Budget	Actual	Variance	
Authority Budget								
Personnel Services (a)	\$ 197,608	\$ 164,679	\$ 32,929	16.66%	\$ 329,920	\$ 285,989	\$ 43,931	13.32%
Non-Personnel Services (b)	\$ 46,006	\$ 55,711	\$ (9,705)	-21.09%	\$ 347,062	\$ 260,682	\$ 86,380	24.89%
Total Authority Budget	\$ 243,614	\$ 220,390	\$ 23,224	9.53%	\$ 676,982	\$ 546,671	\$ 130,311	19.25%
LESS: STIF Interest Income	\$ -	\$ -	\$ -	100.00%	\$ -	\$ -	\$ -	100.00%
TOTAL AUTHORITY BUDGET ALLOCATED	\$ 243,614	\$ 220,390	\$ 23,224	9.53%	\$ 676,982	\$ 546,671	\$ 130,311	19.25%
Authority Budget Allocation								
Landfill Division	\$ 5,212	\$ 4,714	\$ 498	9.55%	\$ 14,483	\$ 11,693	\$ 2,790	19.26%
Property Division	\$ 49,308	\$ 44,607	\$ 4,701	9.53%	\$ 137,022	\$ 110,646	\$ 26,376	19.25%
CSWS Division	\$ 189,094	\$ 171,069	\$ 18,025	9.53%	\$ 525,477	\$ 424,332	\$ 101,146	19.25%
TOTAL AUTHORITY BUDGET ALLOCATED	\$ 243,614	\$ 220,390	\$ 23,224	9.53%	\$ 676,982	\$ 546,671	\$ 130,311	19.25%
MIRA Direct Personnel								
Landfill Division	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Property Division	\$ 14,557	\$ 6,743	\$ 7,814	53.68%	\$ 24,304	\$ 12,929	\$ 11,375	46.80%
CSWS Division	\$ 163,215	\$ 83,722	\$ 79,493	48.70%	\$ 272,498	\$ 196,324	\$ 76,174	27.95%
TOTAL MIRA DIRECT	\$ 177,772	\$ 90,465	\$ 87,307	49.11%	\$ 296,802	\$ 209,253	\$ 87,549	29.50%
Total Allocation								
Landfill Division	\$ 5,212	\$ 4,714	\$ 498	9.55%	\$ 14,483	\$ 11,693	\$ 2,790	19.26%
Property Division	\$ 63,865	\$ 51,350	\$ 12,515	19.60%	\$ 161,326	\$ 123,575	\$ 37,751	23.40%
CSWS Division	\$ 352,309	\$ 254,791	\$ 97,518	27.68%	\$ 797,975	\$ 620,656	\$ 177,319	22.22%
TOTAL AUTHORITY & MIRA DIRECT	\$ 421,386	\$ 310,855	\$ 110,531	26.23%	\$ 973,784	\$ 755,924	\$ 217,860	22.37%

YTD VARIANCE EXPLANATION

- (a) Favorable due to lower than budgeted direct and indirect labor & benefits allocation related to the following:
- reversal of accrued FY22 Payroll expenditure of approximately \$38k; and
 - lower than budgeted salaries and benefits due to vacant positions.
- (b) Favorable due to lower than budgeted insurance premium by \$54k, timing of insurance broker fees \$30k, and change in the recording of building office rent \$34k per the new GASB guidelines; offset by higher than budgeted temp services \$7k and incurred legal fees \$56k.

TAB B

MATERIALS INNOVATION AND RECYCLING AUTHORITY
Monthly Customer MSW and Recyclables Deliveries

August-22

MSW Monthly Customer Delivery Summary

Project/Contract	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2021	2022	Growth	2022	2023	Growth	Aug 21	Aug 22	Growth
CSWS MSW									
Tier 1 - Original Long	5,726	6,343	11%	1,068	1,085	2%	543	578	6%
Tier 1 - Amended Short	56,809	52,848	(7%)	10,207	7,677	(25%)	4,950	3,903	(21%)
Tier 1 - Swapped					52	-		52	-
MSW TOTAL	62,535	59,191	(5%)	11,275	8,814	(28%)	5,494	4,532	(21%)

MSW Monthly Customer Delivery Detail

CSWS Tier 1 Original Participating Municipality MSW									
Town	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2021	2022	Growth	2022	2023	Growth	Aug 21	Aug 22	Growth
Deep River	3,087	3,454	12%	521	578	11%	257	301	17%
Essex	2,640	2,889	9%	547	507	(7%)	287	277	(3%)
TOTAL TIER 1 - Original Long	5,726	6,343	11%	1,068	1,085	2%	543	578	6%

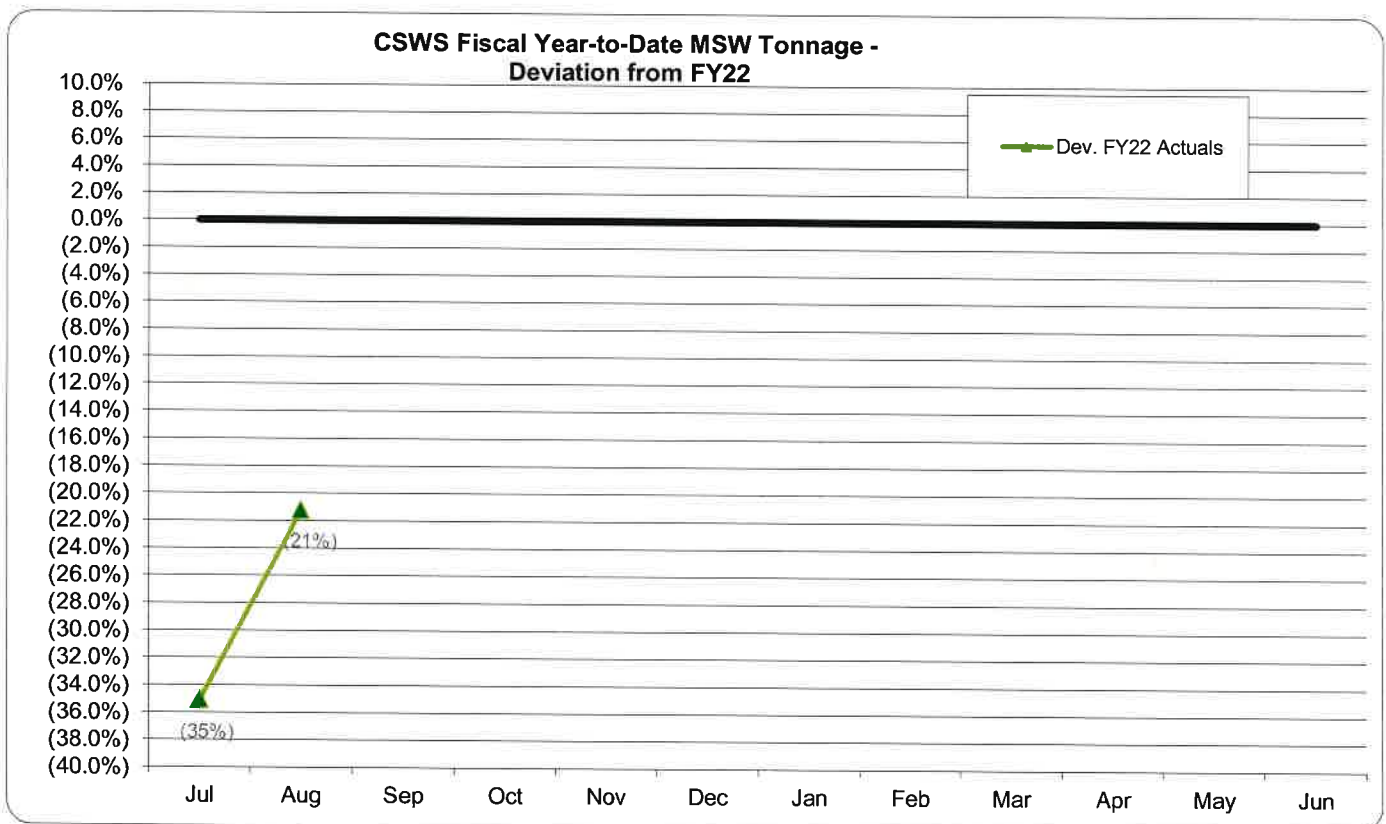
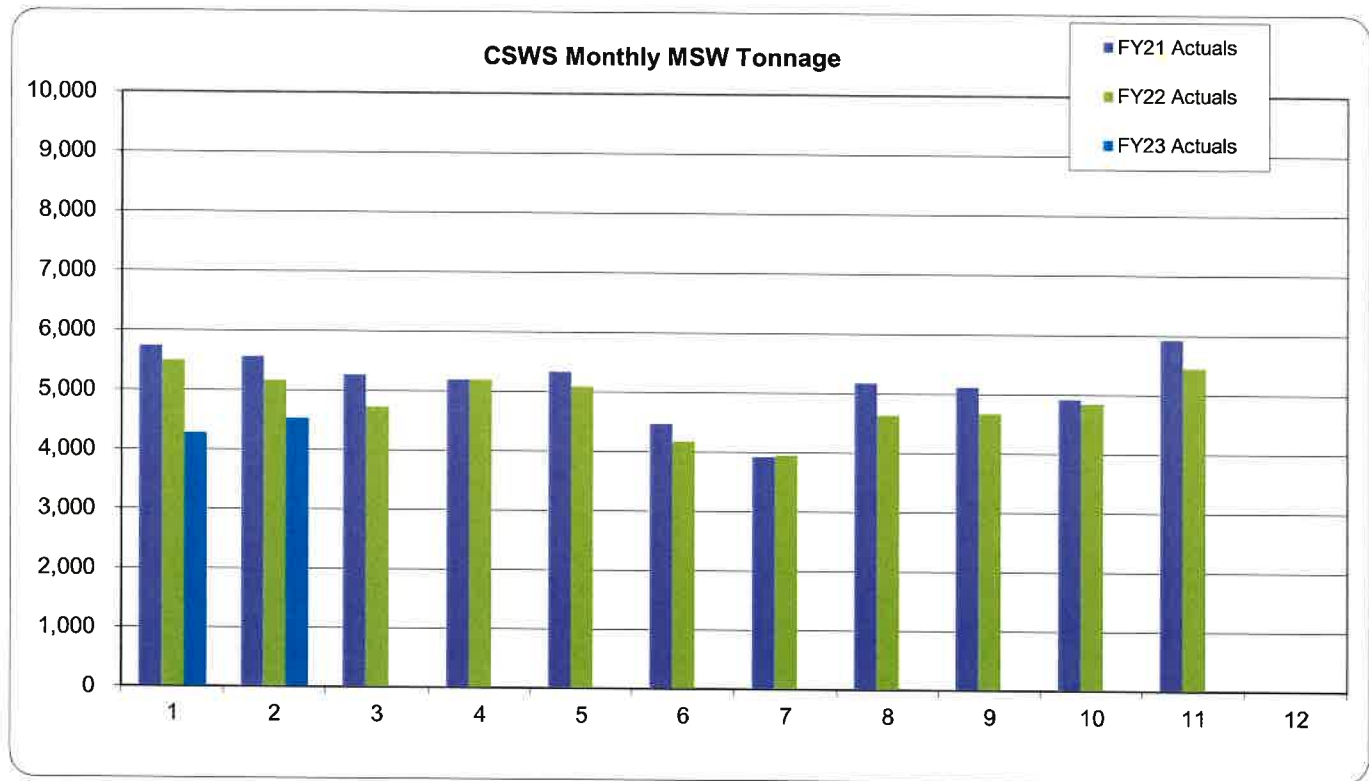
CSWS Tier 1 Amended Short Participating Municipality MSW Effective 7/1/22									
Town	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2021	2022	Growth	2022	2023	Growth	Aug 21	Aug 22	Growth
Canaan	496	499	1%	91	82	(9%)	46	45	(3%)
Chester	1,392	936	(33%)	236	146	(38%)	132	77	(42%)
Clinton	8,371	7,607	(9%)	1,369	743	(46%)	655	383	(41%)
Colebrook	595	642	8%	127	115	(10%)	64	66	2%
Cornwall	599	559	(7%)	97	98	2%	46	53	17%
Durham/Middlefield	5,988	3,614	(40%)	970	406	(58%)	464	221	(52%)
Goshen	1,543	1,418	(8%)	280	249	(11%)	138	132	(5%)
Haddam	3,495	3,361	(4%)	647	525	(19%)	318	264	(17%)
Killingworth	1,647	1,796	9%	288	224	(22%)	120	97	(19%)
Lyme	798	783	(2%)	150	137	(9%)	77	73	(5%)
Middlebury	2,504	2,192	(12%)	389	163	(58%)	195	83	(57%)
Norfolk	774	731	(6%)	158	144	(9%)	83	76	(8%)
North Canaan	2,054	2,017	(2%)	395	356	(10%)	190	181	(5%)
Old Saybrook	8,715	8,572	(2%)	1,657	1,263	(24%)	787	635	(19%)
RRDD#1	11,319	10,939	(3%)	2,101	1,851	(12%)	1,038	949	(9%)
Salisbury/Sharon	3,508	3,280	(6%)	628	563	(10%)	316	292	(8%)
Westbrook	3,010	3,902	30%	624	609	(2%)	282	276	(2%)
TOTAL TIER 1 - Amended Short	56,809	52,848	(7%)	10,207	7,677	(25%)	4,950	3,903	453211%

CSWS Tier 1 Swapped for Participating Municipality MSW									
Town	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2021	2022	Growth	2022	2023	Growth	Aug 21	Aug 22	Growth
Guilford/Madison			-			-		52	-
TOTAL TIER 1 - Swapped	0	0	-	0	0	-	0	52	-

MATERIALS INNOVATION AND RECYCLING AUTHORITY

Monthly Customer MSW and Recyclables Deliveries

CSWS MSW Trends



MATERIALS INNOVATION AND RECYCLING AUTHORITY

Monthly Customer MSW and Recyclables Deliveries

Recycling Monthly Customer Delivery Summary

Project/Contract	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2020	2021	Growth	2021	2022	Growth	Aug 21	Aug 22	Growth
CSWS Recyclables									
Tier 1 - Original Long	1,040	1,264	22%	173	200	16%	94	113	19%
Tier 1 - Amended Short	10,902	9,842	(10%)	1,770	1,629	(8%)	835	834	(0%)
RECYC. TOTAL	11,942	11,106	(7%)	1,943	1,829	(6%)	929	946	2%

Recycling Monthly Customer Delivery Detail

CSWS Tier 1 Original Participating Municipality Recycling									
Town	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2021	2022	Growth	2022	2023	Growth	Aug 21	Aug 22	Growth
Deep River	292	415	42%	55	69	26%	32	35	9%
Essex	748	848	13%	119	131	11%	62	78	25%
TOTAL TIER 1 - Original Long	1,040	1,264	22%	173	200	16%	94	113	19%

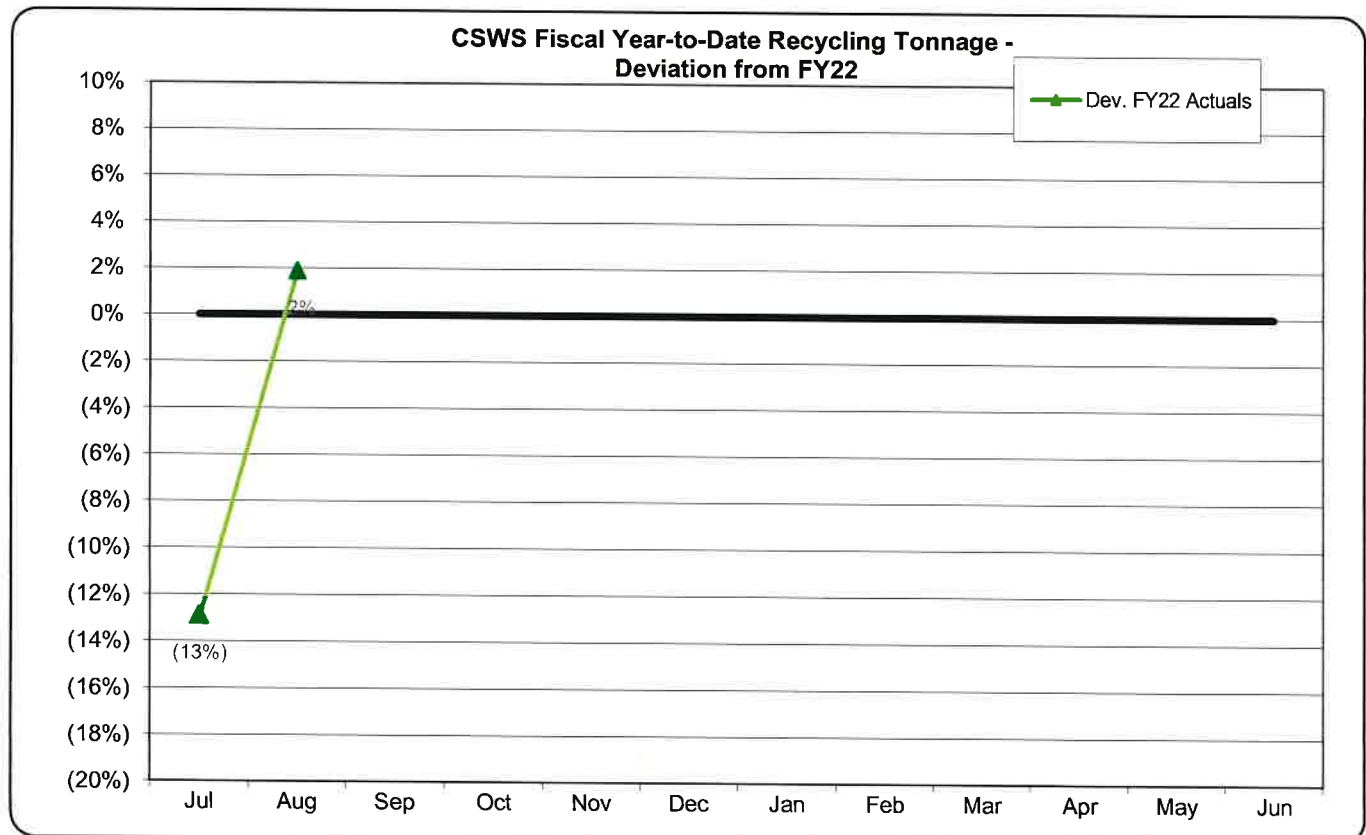
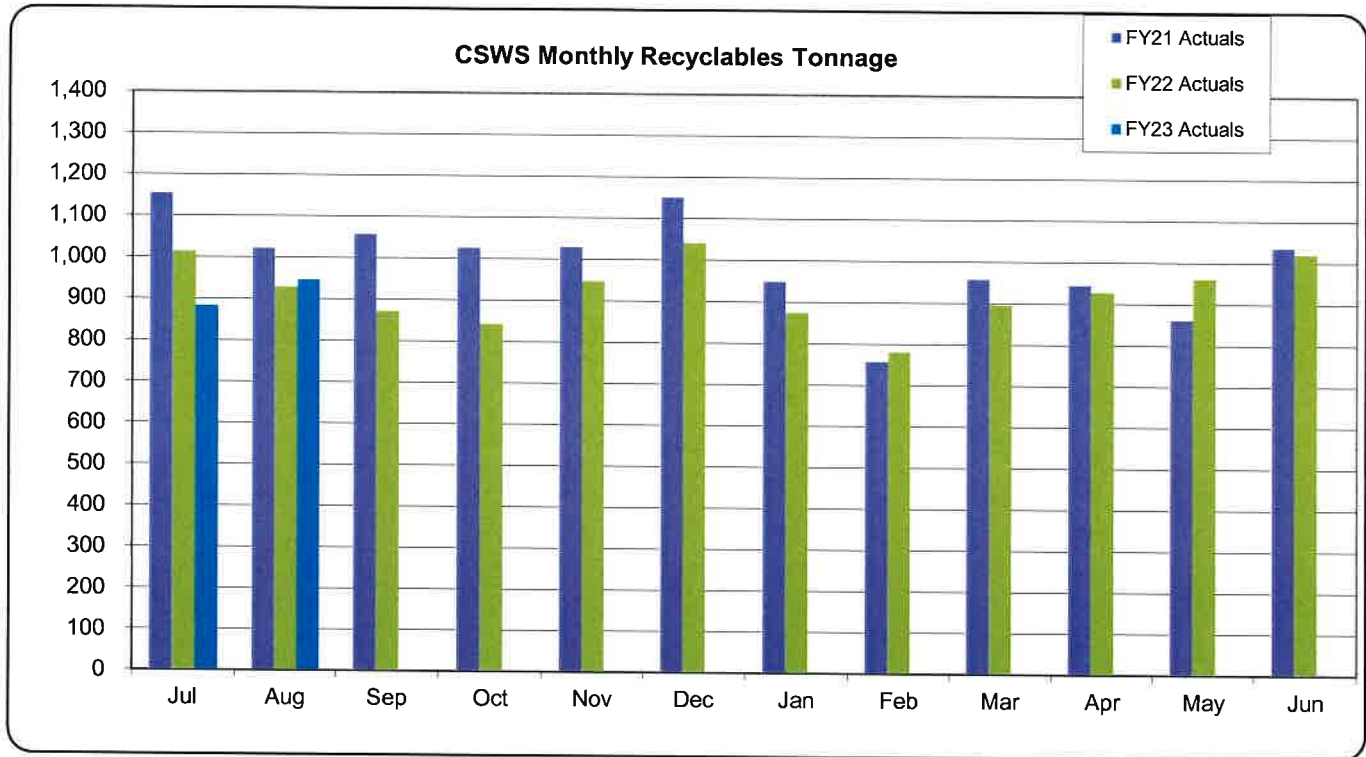
CSWS Tier 1 Amended Short Participating Municipality Recycling Effective 7/1/22									
Town	Fiscal Year			Fiscal Year-To-Date			Monthly		
	2021	2022	Growth	2022	2023	Growth	Aug 21	Aug 22	Growth
Canaan	204	154	(24%)	50	25	(50%)	20	11	(42%)
Chester	405	246	(39%)	64	61	(4%)	31	32	4%
Clinton	1,029	829	(20%)	92	101	10%	39	50	26%
Colebrook	206	206	(0%)	39	34	(13%)	17	16	(9%)
Cornwall	190	164	(14%)	30	28	(9%)	16	13	(14%)
Durham/Middlefield	903	666	(26%)	125	91	(27%)	57	48	(17%)
Goshen	383	342	(11%)	62	56	(9%)	29	27	(9%)
Haddam	672	627	(7%)	104	100	(4%)	54	53	(1%)
Killingworth	462	407	(12%)	65	61	(7%)	28	30	7%
Lyme	290	283	(2%)	56	52	(8%)	23	25	7%
Middlebury	922	860	(7%)	132	84	(37%)	63	44	(30%)
Norfolk	167	164	(2%)	31	30	(5%)	13	15	16%
North Canaan	251	261	4%	32	47	46%	18	25	37%
Old Saybrook	1,414	1,312	(7%)	245	250	2%	121	131	8%
RRDD#1	1,671	1,596	(4%)	297	275	(7%)	153	150	(2%)
Salisbury-Sharon	1,229	1,101	(10%)	236	187	(21%)	113	95	(16%)
Westbrook	503	625	24%	110	149	35%	40	70	74%
TOTAL TIER 1 - Amended Short	10,902	9,842	(10%)	1,770	1,629	(8%)	835	834	(0%)

(1) INCLUDES Tons re-directed to Non-MIRA Facility (FY21 Jul, Aug)

MATERIALS INNOVATION AND RECYCLING AUTHORITY

Monthly Customer MSW and Recyclables Deliveries

CSWS Recyclables Trends



TAB C

FISCAL YEAR 2023 LEGAL REQUEST FOR SERVICES

FOR PERIOD ENDING 7/31/22

LEGAL FIRM	Matter	Board Approval	PO Number	PO Amount	FY23 expenses paid from FY22 PO	FY22 expenses paid from FY23 PO	FY23 accrued estimates	FY22 expenses Paid from FY22 PO (not accrued in FY22)	FY22 over/under accrual, Refunds received etc	Total per General ledger
Cohn Birnbaum & Shea	South Meadows Exit Strategy Ellington			\$ 20,000						\$ -
Total Cohn Birnbaum & Shea		\$10,000.00		\$ 20,000	\$ -	\$ -		\$ -	\$ -	\$ -
Day Pitney	NPDES Permitting Support			\$ -						\$ -
Total Day Pitney		\$0.00		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Halloran & Sage	GC - Authority Budget						\$ 12,331			\$ 12,331
	Property Division									\$ -
	CSWS		PO#15218	\$ 25,000			\$ 13,240			\$ 13,240
										\$ -
	NAES									\$ -
										\$ -
										\$ -
										\$ -
										\$ -
	Landfill Division									\$ -
	MidCT									\$ -
Beginning Halloran & Sage		\$140,000.00		\$ 25,000	\$ -	\$ -	\$ 25,571	\$ -	\$ -	\$ 25,571
Kainen, Escalera & McHale	Employment		PO#15149	\$ 20,000	\$ 9,235	\$ 374				\$ 9,608
Total Kainen, Escalera & McHale		\$25,000.00		\$ 20,000	\$ 9,235	\$ 374	\$ -	\$ -	\$ -	\$ 9,608
Mellick & Porter	Tremont									\$ -
										\$ -
Total Mellick & Porter				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:		\$175,000.00		\$ 65,000	\$ 9,235	\$ 374	\$ 25,571	\$ -	\$ -	\$ 35,179
										<i>Agrees with Gen ledger</i>

Start new year:	
Cohn Birnbaum Shea	10,000.00
Halloran & Sage	330,000.00
Kainen	30,000.00
CSWS Legal Reserve-NAES	200,000.00
\$	570,000.00