

From: Christopher Shepard

Sent: Monday, November 27, 2023 10:24 AM

To: Bill Beccaro; Dave Steuber; Matthew Dayton; Rachel Taylor

Cc: Bert Hunter; Carl Fortuna; Clarence Corbin; Joseph DeNicola; Mike Walsh; Paul Harrington; Theodore Bromley; Cheryl Kaminsky; Chris May; Mark Daley; Roger Guzowski; Stephannie Rice; Tom Gaffey; Claire Quinn; Frank Dellaripa; Jade Barber; John Fonfara; Pete Torres; Raymond Frigon; Sarah McCoy; Tom Swarr; William DiBella; Joanna Wozniak-Brown; Mike Walsh; David Bodendorf; 'Sen. Fonfara, John'; Stopper, Carl; Frank Dellaripa; Ann Catino

Subject: South Meadows Transition Committee Meeting - Additional RFP Edits

Good morning South Meadows Transition Committee,

We have received additional edits to the South Meadows Redevelopment RFP from Committee Chairperson Beccaro to be discussed at the Committee meeting this Wednesday. These edits are attached (Word file), and below is a note from Committee Chairperson Beccaro addressing how they are reflected. These edits are also being posted on our website as part of the meeting package.

Please note that the edits provided by Chairperson Beccaro are in comparison to the draft RFP that was distributed to the Board on 11/8/2023. Chairperson Beccaro's edits, therefore, do not incorporate the additional proposed revisions that were highlighted in the package for the Committee's 11/29/2023 meeting. I have attached a PDF copy of the agenda and package for the 11/29/2023 Committee meeting to this message for your convenience.

Sincerely,
Chris Shepard

Christopher R. Shepard, P.E.
Environmental Compliance Manager

MIRA Dissolution Authority
[formerly the Materials Innovation and Recycling Authority]
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Hartford, Connecticut 06114
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Please consider the environment before printing this e-mail.

From: Bill Beccaro [<mailto:bill@beccaro.law>]

Sent: Monday, November 27, 2023 8:16 AM

To: Mark Daley; Bert Hunter; Matthew Dayton; Noel Petra; Joseph DeNicola; Rachel Taylor; Mike Walsh; John Fonfara; Paul Harrington; Carl Fortuna; Dave Steuber; William DiBella; Tom Swarr; Sarah McCoy; Clarence Corbin; Frank Dellaripa

Cc: Katie Dykes; Jeff Beckham; Michelle Gilman; Ann Catino; James Desantos; Darren Hobbs; Stephannie Rice; Joanna Wozniak-Brown

Subject: RE: South Meadows Redevelopment Considerations RFP

Good morning, everyone:

Attached in the latest draft of the RFP for the South Meadows Study. I have made a number of edits – mostly for clarity, but some of minor substance. I attempted to edit the document in a manner similar to how we edit legislation, in which my additions are in blue(?) red(?) bold, and deletions are bracketed, italicized and in green(?). As I did this over the holiday break, it was without the benefit of my amazing admin, so the changes may not be as obvious as I would like (*someday I will actually learn Microsoft Word!*)

While I ultimately have no pride of authorship, I would like some serious consideration and feedback regarding adopting my proposed changes. If staff could make my version available as part of the package for this Wednesday sub-committee meeting, I would deeply appreciate it.

Feel free to reach out to me directly with any comments, criticisms, or other suggestions.

Many thanks ~ Bill

WILLIAM P. BECCARO

Attorney at Law

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REQUEST FOR PROPOSALS
To Conduct
THE SOUTH MEADOWS REDEVELOPMENT
CONSIDERATIONS STUDY

**(SITE OF THE SHUTTERED MIRA RESOURCE RECOVERY FACILITY AND
JET TURBINE FACILITY)**

(RFP Number)

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114

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Proposer to this RFP will play a key role in guiding potential future redevelopment of the Site

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[The Authority was created by the State of Connecticut effective July 1, 2023 with passage of Public Act 23-170. The Authority replaces the Materials Innovation and Recycling Authority (MIRA) and was established largely in response to the shutdown of MIRA's Resource Recovery Facility in Hartford. The Authority has effectively assumed control over all of MIRA's assets, underlying statutory duties, authorities and capabilities, and it continues MIRA's ongoing waste transfer operations until acceptable alternatives become available, but it has also been charged with additional activities related to MIRA's dissolution.]

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In addition to being charged with undertaking the South Meadows Redevelopment Considerations Study contemplated herein, the Authority will further wind down MIRA's operations and activities in an orderly and responsible manner, which may include the marketing and sale of its surplus property and facilities. Upon conclusion of the dissolution process, currently anticipated as early as July 1, 2025, but not later than July 1, 2026, any remaining rights, real or personal property of the Authority will pass to and vest in the State of Connecticut including, but not limited to, the South Meadows Site. It is expected that the Report of the South Meadows Redevelopment Considerations Study, to be produced by the successful Proposer to this RFP will play a key role in guiding future redevelopment of the Site as the MIRA dissolution process evolves. Additional information on the Authority's creation and the MIRA dissolution process can be found at <https://www.ctmira.org/>.

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B. Summary of the Scope of the Study *[Scope of Work]*

The successful Lead Proposer and *[any]* **their team of** Subject Matter Experts (“Proposer”) *[will]* **shall** be expected to undertake all work necessary to answer the Authority’s charge to identify **both** the immediate environmental needs and *[knowledge]* **information** necessary for **potential** future redevelopment of the South Meadows Site. The Authority recognizes that **the scope of** such environmental needs and *[knowledge will]* **other necessary information may** vary dependent on the nature of the redevelopment *[ultimately]* to occur. Accordingly, **key components of** the *Report of the South Meadows Redevelopment Considerations Study* *[is expected to document]* **are the documentation of** existing environmental conditions, *[frame]* **the framing of** alternative unconstrained redevelopment concepts, and *[document]* **an exploration of what the necessary, *[the immediate]*** environmental needs and knowledge associated with *[those]* **each of the** alternative concepts **entails**.

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C. Background Regarding Existing Environmental Conditions at the Site

The South Meadows Site is an “Establishment” under Connecticut’s “Transfer Act” *[which stems]* **stemming** from its original development and operation as a coal fired electric plant in the 1920s. It was converted to petroleum fuels by the 1940s, and then to its Resource Recovery operation in the early 1980s. *In 2001* The *S[s]*ite was purchased by the then “Connecticut Resources Recovery Authority” *[in 2001 which triggered]* **triggering** the requirement to investigate and remediate prior environmental contamination. There were 44 “areas of concern” identified through thousands of soil samples taken, and the *S[s]*ite went through 12 years of active remediation work including: removal of 60,000 tons of impacted soil, pumping and treatment of ground water, installation of engineered controls, imposition of deed restrictions, and environmental land use restrictions.

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A Verification Report (*indicating* that the required remediation **of the Site** was complete) was initially submitted to the **Connecticut** Department of Energy and Environmental Protection (**the DEEP**) on June 26, 2018. However, additional contaminants were discovered in January 2019, causing rejection of the Verification Report, **and requiring additional remediation**. *[The]* **This** necessary additional remediation *[activities are]* **activity is** presently underway. *[This]* **The** work is expected to be completed in *[the fall of 2023]* **late 2023 or early 2024**, at which time the Verification Report will be updated and resubmitted. An extensive volume of information is publicly available as a result of these efforts - including but not limited to: the environmental site assessments, remediation activities and reports, **and the** Environmental Land Use Restrictions and Verification Report *[as]* (listed on Attachment B).

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In addition to the steps already taken to *[properly]* shut down the Resource Recovery Facility, a formal “Closure Plan” is required by regulation to be submitted to the **DEEP** *[Department of Energy and Environmental Protection]* for its approval and *[then implemented]* **subsequent implementation**. MIRA submitted its formal Closure Plan to the **DEEP** *[Department of Energy and Environmental Protection]* in May 2022. The major elements of **this** work primarily *[represented]* **involves:** additional removal of commercial chemical products, draining and sealing of tanks and vessels, more extensive cleaning of equipment and building surfaces and storm water drainage systems, sealing floor drains, cleaning the coal pond, cleaning and dismantling the duct work that joins the waste processing and power block components of the facility, sealing the cooling and service water intakes and discharges, and removing lamps,

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achieve proper abandonment/removal of each penetration/encroachment, *[along with]* **as well as** an estimate of costs to properly abandon/remove each penetration/encroachment.

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- **A** Review and *[document]* **documentation of** additional Site considerations including:

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- Eversource easements and neighboring infrastructure
- Flood control system
- Other easements
- Zoning
- Proximity to Brainard Airport
- Proximity to **the** Connecticut River
- Wetlands and Site drainage considerations
- **The** Potential for mixed uses **on various** ~~and subdivision~~*[of alternate]* portions of the Site

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E. Analysis and Discussion of High Level Unconstrained Development Alternatives

The selected Proposer *[will]* **shall** be expected to document and present Existing Environmental Conditions and Conceptual Site Considerations *[to a Study Working Group established by the Authority for the purpose of formulating up to four high level conceptual development alternatives to be assessed.]* **to the Authority in the form of various high level unconstrained development alternatives.** *[It is expected that such]* **The** alternatives *[will also]* **shall** take into consideration current or future infrastructure needs of the community and any potential to leverage existing Site infrastructure. *[It is further expected that such]* **Additionally, these** alternatives *[will include]* **shall contemplate** developments falling **both** within the Commercial / Industrial Standard as well as the Residential Standard, *(as defined in the [CT] DEEP Remediation Standard Regulations).* **An examination of these [Such]** alternatives *[are expected to]* **shall** consider direct, indirect, quantitative and qualitative economic impacts to **both** the state and to the region surrounding the property. High level conceptual development alternatives are to be developed *in narrative form* only. **This analysis and discussion shall be at a [to the]** level of detail necessary to *[answer]* **address:** the Authority's charge to identify the immediate environmental needs and knowledge necessary for **potential** future redevelopment of the South Meadows Site; and to assist the Authority in engaging representatives of the **State of Connecticut, the** City of Hartford, and other stakeholders, *[as appropriate,]* with respect to the future of the Site. *[If a Proposer believes four high level conceptual development alternatives formulated with these considerations are not adequate, or necessary, to answer the Authority's charge, it should state the reasons therefore and recommend an alternative approach.]* **OF NOTE, THE AUTHORITY [DOES NOT SEEK] IS NOT SEEKING A RECOMMENDED REDEVELOPMENT OPTION, LAYOUT PLAN, OR DRAWING FOR THE SOUTH MEADOWS SITE AS A [RESULT] COMPONENT –OF THIS [RFP AND] STUDY. Furthermore,** The Authority further does not *[desire]* **wish** to limit **the studies** conceptual development alternatives on the basis of a traditional "highest and best use" analysis.

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F. Discussion of Environmental Needs and Knowledge Necessary for Each Redevelopment Alternative. The Study shall include an examination and analysis of the following:

- ~~[The specific]~~ **Specific** remediation standards to be met for each conceptual Site redevelopment.

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- ~~Each~~ alternative ~~[will]~~ **shall** be fully documented and assessed (**including** federal, state, local and all other permits, approvals, statutes and regulations) ~~[including]~~ **and shall delineate** the timeline and cost for all permitting and remediation activities.

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- Additional Site work associated with each conceptual Site development alternative ~~[will]~~ **shall** also be quantified at a high level as necessary for future decision making purposes. **This shall include** ~~[including]~~ the cost and timeline for each.

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- **The examination of** Additional Site work may include, but need not ~~[necessarily]~~ be limited to, demolition of structures, and **other** environmental investigation to evaluate potential data gaps resulting from ~~[proposed]~~ **potential** changes in Site use, as **further** described below:

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- For Industrial/Commercial Activities (as **are** defined in the ~~[CT-]~~ the DEEP's Remediation Standard Regulations to mean: any activity related to the commercial production, distribution, manufacture or sale of goods, services, or any other activity which is not a residential activity) ~~[specify]~~ **regarding** the future disposition of all Site infrastructure, **the Study shall address and access the following-**

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- Maintaining ~~[all or some]~~ **some or all** structures
- Removing **some or** all structures
- ~~Identify any data gaps and prepare a draft plan to address same~~ **Identify** Identifying ~~[any]~~ environmental knowledge data gaps ~~[that may result]~~ **resulting** from removing permanent structures and /or engineered controls, ~~[such as,]~~ **including**, but not limited to:

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- lack of environmental sampling data beneath structural foundations
- evaluation of soil that is currently "environmentally-isolated" in comparison to pollutant mobility criteria from the Remediation Standard Regulations

- ~~[Prepare]~~ **Preparing** a draft plan with cost estimates to address identified environmental knowledge data gaps

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- ~~[Evaluate]~~ **Evaluating** the advantages **or disadvantages** of dedicating a ~~[portion(s)]~~ **portion or portions** of the Site to this redevelopment alternate

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- For Residential Activities (as **are** defined in the ~~[CT-]~~ DEEP's Remediation Standard Regulations to mean: a place intended for people to live, including, but not limited to, a residence, dwelling, house, apartment, condominium, nursing home, or dormitory; a pre-school, primary school, secondary school, day care center, playground, or outdoor

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Commission, Eversource, and the Capital Region Development Authority (CRDA). *[and enabling the preparation of interim and final reports and findings for the Authority.]* Key project management activities will include:

- Implementing a community outreach strategy to include the conduct of public meetings informing the community on the goals and process of the study. These meetings *[will shall]* also allow for public input into the strategic analysis.
- Maintaining a detailed work plan with specific dates for interim milestones
- Updating the Authority regularly on project progress and completion of interim milestones
- Presenting interim *milestone* reports to the *Authority [Study Working Group for purposes of establishing alternative conceptual developments]*.
- Presenting *[milestone and]*final reports and findings to the Authority, *[Study Working Group and] as well as various* City and State officials.

In addition to the above, Deliverables for this project *[will shall]* consist of the following reporting requirements: *[milestone reports and the Report of the South Meadows Redevelopment Considerations Study:]*

H. Milestone Reports

The selected Proposer *[will shall]* develop *[each]* milestone reports for submission to the Authority, and *[will also shall]* provide *[a] an in person* presentation of each milestone report at the *then* next regularly-scheduled meeting *after that milestone's due date*, of the Authority's South Meadows Transition Committee. The selected Proposer *[will shall]* then consider feedback from the Authority, and *utilizing that feedback*, finalize each milestone report within 30 days after its *initial* presentation to the South Meadows Transition Committee.

These anticipated milestone reports *[include]* encompass the following:

1. A Plan for engaging representatives of the City of Hartford and other stakeholders, *[as appropriate,]* with respect to the future redevelopment of the Site;
2. A Report documenting Existing Environmental Conditions and Conceptual Site Considerations used in formulating High Level Unconstrained Development Alternatives *[to be assessed];*
3. A *[Dedicated]* report of the "Hazardous Building Materials" (HBMs) survey of all on-site buildings;
4. *[Dedicated] An* Operation, Inspection and Maintenance Plan for the existing penetrations of and encroachments by Site infrastructure on the Flood Protection System;
5. *[Dedicated] An* Emergency Preparedness Plan (EPP) that outlines the Property Owner's responsibilities for operation and emergency preparedness planning for the portions of the Site infrastructure *[that directly impact] directly impacting* the Flood Protection System: *[and,]*

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B. RFP Projected Timeline

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The following is the projected timeline for the RFP process:

ITEM	DATE
RFP Documents Available	Thursday, January 18, 2024
Mandatory site tour	Thursday, February 1, 2024
Deadline for proposers to submit Written Questions	3:00 p.m., Monday, February 19, 2024
Authority Response to submitted Questions	Monday, February 26, 2024
Proposals Due at The Authority	3:00 p.m., Tuesday March 12, 2024
Proposal evaluation including clarifications, interviews and negotiations	Between March 12 and April 16, the Authority may contact Proposer to clarify information in proposal or participate in meeting to discuss their proposal.
Approval by MIRA Dissolution Authority Board of Directors	Expected at meeting of Board of Directors on April 17, 2024

C. Notice of Interest

Proposers should express their interest in this RFP by providing their contact information in writing to the Authority as soon as possible following publication of this RFP. This may be done by writing or e-mailing the Authority’s Supply Chain Manager as follows:

**Mr. Roger Guzowski
Supply Chain Manager
MIRA Dissolution Authority
Phone (860) 757-7703
rguzowski@ctmira.org
300 Maxim Road
Hartford, CT 06114**

The required contact information includes Proposer’s full legal name and address and the name, title, telephone number and e-mail address of the Proposer’s contact person. While not mandatory, MIRA will use potential Proposer’s contact information to provide direct notice of availability, and copies where applicable, of addenda and other information related to this RFP.

D. Availability of RFP

Complete sets of this RFP and all Attachments may be obtained on the World Wide Web at <http://www.ctmira.org> on the “Current Solicitations” page, under the “Business Links” section of the website. The RFP and Attachments can be accessed by selecting the link titled: RFP: “TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY”.

The RFP and all Attachments and forms are in PDF format. Applicable forms are also available for downloading in Microsoft Word format for ease of completion at the same place on the Authority’s web site where the PDF of the RFP is located. The Authority encourages firms to make use of the downloaded Word forms.

The RFP, Attachments and forms are also available Monday through Friday from 8:30 a.m. to 4:30 p.m. at the Authority’s offices, 300 Maxim Road, Hartford, Connecticut 06114. Anyone intending to pick up the documents at the Authority’s offices must contact Roger Guzowski at (860) 757-7703 at least 24 hours in advance. There is a charge of \$30.00 for anyone picking up the documents at the Authority’s office. Payment should be made by check payable to “MIRA Dissolution Authority.”

E. Mandatory Site Tour

The Authority has scheduled two tours of the South Meadows site for February 1, 2024 (one beginning at 8:00AM and another beginning at 12:00 Noon). The Authority believes attendance at the Site tour is essential to the development of complete and accurate Proposals. The Authority has therefore reserved the right to reject Proposals from Proposers who were not represented at a Site tour. Authority representatives will anecdotally describe aspects of the Site during tour and will formally follow up with answers to written questions submitted by the deadline indicated in the RFP Projected Timeline. Additional information concerning the Site tour will be provided to all Proposers expressing interest in this RFP approximately forty-eight hours prior to the tour by Addenda issued pursuant to Section III.E of this RFP.

The Authority reserves the right to schedule additional times for a Site tour prior to the deadline for written questions at its discretion if the Authority considers such additional tours to be in its best interests. Such additional Site tours may include, but are not limited to, further entry into Site buildings for purposes of better quantifying the survey of all buildings for Hazardous Building Materials.

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F. Proposal Contents

All Proposals shall be structured to include the following (in the order presented):

1. Title page, including the title of this RFP, the name of the Lead Proposer, all proposed Subject Matter Experts and the date the proposal is submitted;

2. Cover letter, signed by a person authorized to execute the Proposal and Agreement on behalf of the Lead Proposer, which includes the following:
 - The name of the Lead Proposer;
 - The legal structure of the Lead Proposer (e.g., corporation, joint venture, etc.);
 - Summary nature of the proposal specifically identifying the Lead Proposer and all proposed Subject Matter Experts;
 - Summary of Lead Proposer, and Subject Matter Expert, and key staff background and experience in identifying environmental requirements for a redevelopment as contemplated herein as well as undertaking all associated conceptual planning and study conduct activities;
 - Summarize key aspects of the proposal including Project Approach, Study Schedule and Financial Proposal
 - A clear statement indicating that the proposal constitutes a firm and binding offer by the Lead Proposer to the Authority considering the terms and conditions outlined in the RFP;
 - The Lead Proposer's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises;
 - The cover letter should not exceed three pages.
3. Table of Contents for the proposal;
4. Background and Experience Narrative including the following:
 - General description of the Lead Proposer and all Subject Matter Experts including the number of years in the business of, and examples of, identifying the environmental needs and knowledge required for a redevelopment of the nature described herein, including assessing existing environmental conditions, conceptual site considerations, formulating conceptual development alternatives and managing the conduct of such a study as described in its proposal and specifically including:
 - Proposer's and parent company (if any) legal name, state and year in which organized, and structure (corporation, partnership, joint venture, other);
 - Central / headquarters office address;
 - Address of local office serving the Authority;
 - Summary of additional office locations (if any);
 - Number of employees of Proposer and parent company (if any).
 - Include written confirmation of participation in the proposal and project from all proposed Subject Matter Experts.
 - For up to five projects similar to its proposal, identify the following:

- Project identification including study name, location and project owner and/or governing body;
 - Description of project site including size, infrastructure, historical uses and relevance to the South Meadows Site;
 - Nature of the services provided and relevance to the South Meadows Redevelopment Considerations Study;
 - Participation in the project by the Lead Proposer and/or Subject Matter Experts as applicable;
 - Summary type of contract (hourly, lump sum etc.) and length of term;
 - Summary project costs including original estimate, final actual cost and narrative of major variances; and
 - Reference name, title, address, e-mail and phone contact information.
- Identify and provide resumes and professional licensing of key personnel to be assigned to this project including that of the Lead Proposer and all Subject Matter Experts.

5. Project Approach

Clearly identify the role of the Lead Proposer and each proposed Subject Matter Expert in the conduct of the South Meadows Redevelopment Considerations Study. Further specify the approach to completing each study task in a timely and efficient manner while garnering stakeholder support of the Study process and work products. Identify any proposed deviations from the scope of work envisioned herein including the rationale for any deviation and how such deviation benefits the Authority's objectives in conducting the South Meadows Redevelopment Considerations Study

6. Study Schedule

Develop a Study Schedule depicting all key milestones and their associated reports within the conduct of each study task including the Existing Environmental Conditions, Conceptual Site Considerations, High Level Unconstrained Development Alternatives and Environmental Needs and Knowledge Necessary for Each Redevelopment Alternative. The Authority considers the Hazardous Buildings Materials Survey as a key deliverable and desires that it be conducted and completed as early in the study process as possible. Proposers should further state the underlying rationale for the schedule proposed. As noted in Section I (A) of this RFP, the MIRA dissolution process is currently anticipated to conclude as early as July 1, 2025 but not later than July 1, 2026. Accordingly, the Authority views completion and consideration of the Study during the State of Connecticut's 2025 legislative session as advantageous provided that such a target for completion in no way compromises the Study effort. The 2025 legislative session begins January 8, 2025, the Report could

practically be considered through March 2025 and the session concludes June 4, 2025.

7. Financial Proposal

Provide all information necessary for the Authority to reach informed conclusions on the total cost to undertake the South Meadows Redevelopment Considerations Study as contemplated in this RFP including, but not limited to, the following:

- Proposed hourly billing rates for the Lead Proposer and each proposed Subject Matter Expert broken down into professional and staff level position classifications to be assigned to the Study.
- Proposed estimated hours necessary to complete the Existing Environmental Conditions, Conceptual Site Considerations, High Level Unconstrained Development Alternatives, Environmental Needs and Knowledge Necessary for Each Redevelopment Alternative and Study Conduct.
- Total proposed cost of each task in the Scope of Work.
- A separately stated fixed fee for the Hazardous Buildings Materials survey component of the Conceptual Site Considerations including the hours and billing rates noted above together with estimated and proposed quantities of sampling, testing and analytical services, associated unit pricing and total costs.
- It is anticipated that the Agreement resulting from this RFP will incorporate hourly billing rates and monthly invoicing by task subject to a “not to exceed” value for completion of each task with the exception of the Hazardous Buildings Materials (HBM) survey. A fixed fee for the HBM survey subject to adjustment based on agreed actual quantities of sampling, testing and analytical services is anticipated.
- Modifications to the Financial Proposal that would result from the Authority’s acceptance of any deviations from the scope of work that may have been specified in the Proposer’s Project Approach.

8. Business Exceptions

Identify any exceptions, additions or deletions to the provisions of the proposed Agreement included as Attachment D. In each instance, identify the applicable agreement section, schedule or attachment number and specific language of concern. State the reason for concern and proposed modification to resolve the concern. Specify why the proposed modification is in the Authority’s best interest and assists in accomplishing the objectives of this RFP.

9. Complete and attach the Proposal Form attached hereto as Attachment E;

10. The completed Background Questionnaire attached hereto as Attachment F (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

11. The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety attached hereto as Attachment G with the proposer's most recent EEO-1 data attached if the proposer wishes such data to be considered in the evaluation of its proposal;

12. A copy of the proposer's up-to-date certificate of insurance showing all current insurance coverage.

Proposers should not include copies of text from this RFP in their proposals. Proposers should not include information that is not directly related to the subject matter of this solicitation.

G. Proposal Submittal Procedures

Sealed proposals shall be submitted as per the schedule set forth in Section I.B of this RFP to the offices of the MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114, Attn: Roger Guzowski. The Authority reserves the right to reject any proposals received after the time and date set forth above.

Each Proposer must submit one (1) original and two (2) hard copies, and one electronic copy, of its proposal in a sealed envelope that shall be clearly marked "PROPOSAL TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY" The original proposal shall be stamped or otherwise marked as such.

Unless otherwise identified by Proposer pursuant to Section I.F.8 hereof, the terms and conditions of the Agreement are non-negotiable. The Authority will review and consider any Business Exceptions taken by Proposer as part of its proposal evaluations.

H. Proposal Opening

All proposals will be opened at the Authority's convenience on or after the proposal due date. The Authority reserves the right to accept or reject any or all of the proposals, or any part(s) thereof, and/or to waive any formality or informalities in any proposal or this RFP process.

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I. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by the Authority for ninety-fourth-five (9045) days after the deadline for proposal submission

J. Proposal Evaluation

The award of an Agreement to conduct the South Meadows Redevelopment Considerations Study will be made, if at all, to the Proposer whose evaluation by the Authority results in the Authority determining that such award is in the best interests of the Authority. However, the selection of a Proposer and the award of such Agreement, while anticipated, are not guaranteed.

The Authority is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. The Authority is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

The Authority will base its evaluation of proposals [on] based upon, but not limited to the following criteria, which are not necessarily presented in order of importance:

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1. Demonstrated lead Proposer, subject matter expert and staff experience in the conduct of studies similar to the South Meadows Redevelopment Considerations Study contemplated herein;
2. Reasonableness of the proposed Project Approach and Study Schedule;
3. The Financial Proposal;
4. Reasonableness of any proposed Business Exceptions;
5. Any other factor or criterion that the Authority, in its sole discretion, deems relevant to such evaluation.

All proposals will also be rated on the proposer's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies require the Authority to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The proposer's success in implementing an affirmative action plan (see Question 4 of Attachment G);
2. The proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive (see Question 5 of Attachment G);
3. The proposer's promise to develop and implement a successful affirmative action plan (see Question 4B of Attachment G);
4. The proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
5. The proposer's promise to set aside a portion of the contract for legitimate minority business enterprises.

K. Contract Award

The successful Lead Proposer will be required to execute the Agreement attached hereto as Attachment D ("Agreement"). The Proposer substantially agrees to all the terms and conditions of this attached Agreement unless otherwise specified as provided in Section I.F.8 hereof.

If the Agreement is to be awarded, the Authority will issue to the successful proposer(s) a Notice of Award within ~~ninety-fourth-five~~ (9045) days after the proposal due date.

The Authority reserves the right to correct inaccurate awards resulting from Authority errors. This may include, in extreme circumstances, revoking a Notice of Award already made to a proposer and subsequently awarding the Notice of Award to another proposer. Such action by the Authority shall not constitute a breach of this RFP by the Authority since the Notice of Award to the initial proposer is deemed to be void ab initio and of no effect as if no agreement ever existed between the Authority and the initial proposer.

II. Notifications, Acknowledgements and Certifications

Potential Proposers are hereby notified that any agreement resulting from this RFP shall contain the provisions specified in this RFP Section II, and that in submitting a proposal, Proposer acknowledges receipt of such notification and agrees that Proposer is prepared to sign an agreement with these provisions. For purposes of this RFP Section II, Contractor shall mean any Proposer with whom the Authority enters an agreement resulting from this RFP.

A. Nondiscrimination

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the “Commission”);
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor

union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract

or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
 4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by initialing this nondiscrimination affirmation where specified in the Agreement.

B. Connecticut Campaign Contribution And Solicitation Limitations

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this

Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf. The Consultant makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached as Exhibit G of the form of Agreement included as RFP Attachment 1.

C. Contractor's Representation Concerning Consulting Agreements

Any agreement resulting from this RFP shall require Consultant to make a representation (the form of which is included as Exhibit F of the form of Agreement included as Attachment 1 of this RFP) that Contractor either has not entered into any Consulting Agreement for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts; or to disclose the name and basic terms of any such consulting Agreement.

D. Contractor's Representation Concerning Gifts

Any agreement resulting from this RFP shall require the contractor to make the following representation:

That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person. (d) Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

E. Authority's President's Representation Concerning Gifts

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing any agreement resulting from this RFP, the authorized signatory of the Authority shall be required to represent that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

F. Representation Regarding Iran Energy Investment

Any agreement resulting from this RFP shall require the contractor to make the following representation:

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

III. Additional Terms and Conditions:

A. Definitions

As used in this RFP the following terms shall have the meanings as set forth below:

1. Addenda: Written or graphic documents issued prior to the proposal due date that clarify, correct or change any or all of the Contract Documents.
2. Contract Documents:
 - The Agreement;
 - This RFP and all Attachments
 - Addenda;
 - Proposer's Proposal (including all documentation attached to or accompanying such Proposal, all other documentation submitted in connection with such Proposal, and all post-proposal documentation submitted prior to the Notice of Award);
 - Notice of Award; and
 - Any written amendments to the Agreement.
3. Laws And Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
4. Notice of Award: Written notification from the Authority to the apparent successful proposer that states that the Authority has accepted such proposer's proposal and sets forth the remaining conditions that must be fulfilled by such proposer before the Authority executes the Agreement.
5. Site: The South Meadows Site as defined in Section I.A of this RFP.

B. Binding Effect

This Request for Proposals and any responses thereto shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

C. Authority Reserved Rights

During the entire solicitation process the Authority retains the right to:

1. Extend any of the actual or proposed dates in the Projected Timeline;
2. Reject any and all proposals and republish this RFP;
3. Terminate this RFP process at any time prior to the execution of an agreement;

4. Supplement, amend, or otherwise modify or cancel the solicitation process with or without substitution of another solicitation;
5. Issue additional or subsequent solicitations;
6. Investigate the qualifications of any entity under consideration (including subcontractors and parties otherwise related to a proposing entity);
7. Clarify the information provided pursuant to this RFP;
8. Request additional evidence or documentation to support the information included in any submittal;
9. Appoint an evaluation committee to review submittals and use the assistance of outside professionals in submittal evaluation;
10. Approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
11. Interview and hold discussions with any entity at any time after receipt of a submittal and before the signing of a legally binding agreement;
12. Enter into any final agreement(s) which result from this RFP which the Authority, in its sole and absolute discretion, determines to be in its best interest. Such determination will be based on a variety of factors including but not limited to experience, price, reasonable plans and business exceptions as described herein, and any other consideration which the Authority in its sole discretion determines is relevant;
13. Enter into a final Agreement with terms that vary from the terms set forth in the Authority's solicitation documents;
14. Visit and examine any of the facilities referenced in any submittal;
15. Conduct contract discussions with one or more submitting entities; and
16. Reject any and all submittals, or parts thereof, and/or to waive any informality or informalities in any proposal, if such rejection or waiver is deemed in the best interests of the Authority.

D. Communications With Authority Staff and Board

Except as otherwise authorized by this RFP, during the period while the RFP process is active (i.e., from the date the Authority issues the RFP until the date the successful proposer accepts the Notice of Award), contractors contemplating or preparing proposals are prohibited from contacting Authority staff or Authority Board Directors or Members in an ex parte manner to discuss the RFP submission process. A contractor's RFP submission shall be rejected if any of the foregoing ex parte communications take place.

E. Addenda And Interpretations

The Authority may issue Addenda to this RFP that shall, upon issuance, become part of the RFP and binding upon all potential or actual Proposers. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Proposers. Any request for interpretation or clarification of this RFP must be submitted in writing to Roger Guzowski by e-mail (rguzowski@ctmira.org) or by correspondence (MIRA Dissolution Authority, 300 Maxim

Road, Hartford, Connecticut 06114). To be given consideration, any such written request must be received by the Authority by the deadline set forth in Section I.B of this RFP. Addenda, if any, will be mailed and/or e-mailed to all persons who expressed interest or arranged to pick up this RFP pursuant to Sections I.C and I.D hereof. Such addenda will also be posted on the Authority's web site (<http://www.ctmira.org>) on the "Current Solicitations" page, under the "Business Links" section of the website. The RFP and Attachments can be accessed by selecting the link titled: RFP: "TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY". Such addenda will be mailed/e-mailed and posted on the web site no later than the date set forth in Section I.B of this RFP.

Failure of any Proposer to receive any such Addenda shall not relieve such Proposer from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon the Authority.

F. Modification or Withdrawal of A Proposal

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the Proposal due date.

G. Proposal Preparation and Other Costs

Each proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, or incurred in connection with any interviews and negotiations with the Authority, and the Authority shall have no responsibility or liability whatsoever for any such costs and expenses.

H. Proposer's Qualifications

The Authority may make any investigation deemed necessary to determine the ability of any Proposer to perform the Agreement as required. Each Proposer shall furnish the Authority with all such information as may be required for this purpose.

MIRA was originally created under Public Act 14-94 in June 2014 as successor to the former Connecticut Resources Recovery Authority (CRRRA). This was done in the same manner that the MIRA Dissolution Authority now succeeds MIRA. In 2014, MIRA assumed control of CRRRA's assets, rights, duties, and obligations and continued its ongoing business. MIRA was, and the MIRA Dissolution Authority now is, a public instrumentality and political subdivision of the State engaged in specifically defined waste management service functions.

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The underlying statutory powers of MIRA assumed by the Authority are to plan, design, construct, finance, manage, own, operate and maintain solid waste disposal, volume reduction, recycling, intermediate processing, resource recovery and related support facilities necessary to carry out the State's Solid Waste Management Plan. The Authority may provide solid waste management services to municipalities and others in the State by receiving solid waste at its facilities, recovering resources from such solid waste, and generating revenues from such services sufficient for it to operate on a self-sustaining basis. Once the MIRA dissolution process is complete, these underlying statutory powers, and the statutes establishing the MIRA Dissolution Authority, are repealed.

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In addition to originally establishing MIRA, Public Act 14-94 established a consultative partnership between MIRA and the State's Department of Energy and Environmental Protection (DEEP) intended to bring about a redevelopment of the Resource Recovery Facility in Hartford. However, following a multi-year sustained effort, the redevelopment did not proceed due to an absence of support from key stakeholders. Major considerations precluding redevelopment of the Hartford Resource Recovery Facility included the nature of refurbishment work in relation to the level of investment required, increased tipping fees and community impacts.

e nature of refurbishment work in relation to the level of investment required, increased tipping fees and community impacts.

In response to these circumstances, and considering the facility's age, serviceability and reliability, MIRA undertook a managed shut down of the Hartford Resource Recovery Facility and transitioned to waste transfer operations provided through operation of its transfer stations.

The Resource Recovery Facility stopped receiving waste deliveries, and processing waste into "refuse derived fuel", on July 11, 2022. Combustion of waste stopped on July 19, 2022 and the final shipment of ash left the facility on August 5, 2022. Since then, waste, refuse derived fuel and ash residue has been broom cleaned, equipment oils, fuels and lubricants have been properly removed, radioactive measuring devices have been removed, remaining energy consumption minimized, explosive blast cleaning of the boilers was undertaken and bag house filter bags removed. The Jet Turbine Facility also located at the Site was then shut down effective May 31, 2023. The facility was physically disabled from starting and associated operating permits surrendered. The Authority's corporate offices are now located at the Site.

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