



Dissolution Authority

300 Maxim Road, Hartford, Connecticut 06114

Telephone (860) 757-7700 Fax (860) 757-7725

MEMORANDUM

TO: MIRA Dissolution Authority Board of Directors
FROM: Bert Hunter, Chairperson
DATE: February 13, 2025
RE: Notice of Regular Meeting

There will be a **regular meeting** of the MIRA Dissolution Authority's Board of Directors on *Wednesday, February 19, 2025 at 9:30 a.m. in the Board Room at 300 Maxim Road, Hartford, CT. Members of the public may also attend the meeting telephonically by calling (929) 205-6099, entering Meeting ID: 886 0868 5597 and Passcode: 253208# when prompted. (NOTE - there is very limited physical space in the Board Room - consequently, virtual public attendance is encouraged).* The meeting is scheduled to conclude at 1:00 p.m. The purpose of this meeting will be:

1. Call to Order; Chair's Welcome
2. Public Comment (3 minutes per speaker)
3. Review and Approve – minutes of the January 15, 2024 Regular Board Meeting (*Attachment 1*)
4. Review and Approve – minutes of the February 6, 2025 Special Board Meeting (*Attachment 2*)
5. Chairman's and President's Report
6. Finance Committee Report
 - a. Review and Approve - Resolution regarding FY25 Hartford PILOT Agreement (*Attachment 3*)
 - b. Review and Approve - Resolution regarding NERC Compliance Services With NAES Corporation (*Attachment 4*)
 - c. Review and Approve - Resolution Approving Agreement For Disassembly, Marketing, Brokerage, Sale and Removal of Spare Parts, Machine Shops, Small Tools, Available Equipment and Certain Non-Structural Installed Equipment Located At The Hartford Connecticut South Meadows Site (*Attachment 5*)
 - d. Review and Approve - Resolution Extending the Authority's Public Officials Insurance Policy (*Attachment 6*)
 - e. Review and Approve - Resolution Approving The Fiscal Year 2026 Authority Budget (*Attachment 7*)
 - f. Review and Approve - Resolution Approving The Fiscal Year 2026 Property Division Operating Budget (*Attachment 8*)
 - g. Review and Approve - Resolution Approving The Fiscal Year 2026 Landfill Division Operating Budget (*Attachment 9*)
7. South Meadows Transition Committee Report
 - a. Update and Discussion - Regarding Comments on the South Meadows Redevelopment Considerations Study and Next Steps

8. HR Committee Report

- a. Review and Approve – Resolution Regarding Health Benefits Separation Payments
(Attachment 10)
- b. Review and Approve – Resolution Regarding Template Documents Concerning Employee Separations Including Memorandum, Notification and Separation Agreement *(Attachment 11)*

9. Attached Supplemental Information *(Attachment 12)*

10. Executive Session - to discuss feasibility estimates and evaluations regarding future operation of the Connecticut Solid Waste System, to discuss confidential legal memos from Attorney Escalera regarding various employment matters and Attorney Catino regarding various MIRA transition matters under PA 23-170, and the appraisal received for MIRA DA real property.

11. Review and Approve - Resolution Approving the Fiscal Year 2026 CSWS Operating and Capital Budget *(Attachment 13)*

12. Review and Approve - Resolution Approving Term Sheet for the Transfer of Torrington Transfer Station Ownership, Operations and Maintenance *(Attachment 14)*

C:	Mark Daley	Cheryl Kaminsky
	David Bodendorf	Roger Guzowski
	Thomas Gaffey	Chris May
	Christopher Shepard	Stephannie Rice

Attachment 1



Dissolution Authority

300 Maxim Road, Hartford, Connecticut 06114

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MIRA DISSOLUTION AUTHORITY

January 15, 2025

A Regular meeting of the Board of Directors of the MIRA Dissolution Authority (the “Authority”) was held in person and via Zoom on Wednesday, January 15, 2025. Present in person or via audio or video conferencing were:

Appointed Directors:

Bert Hunter, Chairperson
David Barkin
William Beccaro
Michael Walsh (via Zoom)
Paul Harrington
David Steuber (via Zoom)

Matthew Dayton
Michael Looney (via Zoom)
Rachel Taylor (via Zoom)
John Fonfara
Carl Fortuna (via Zoom)

Appointed Members:

Thomas Swarr (via Zoom)

Present from Authority Staff:

Mark Daley, President & CFO
Tom Gaffey, Director of Recycling and Enforcement
Cheryl Kaminsky, Comptroller
Dave Bodendorf, Manager of Engineering, Construction and Power Assets
Chris Shepard, Environmental Compliance Manager (via Zoom)
Roger Guzowski, Supply Chain Manager

Others Present:

Ann Catino, Halloran & Sage
Attorney Miguel Escalara
Ed Spinella
Rista Malanca
David Zabel
Rob Phillips
Dan Jerram (via Zoom)
Gordon Ridgeway (via Zoom)
Todd Arcelaschi (via Zoom)
860-729-0601
203-918-0013

Earnestine Weaver, DAS (via Zoom)
Kelvin Ayala, LBU (via Zoom)
David Barger (via Zoom)
Todd Carusillo (via Zoom)
Casey Flanagan (via Zoom)
Curtis Rand (via Zoom)
860-463-7103
860-746-3200
860-729-0602

This meeting was recorded via ZOOM conferencing and is posted on the Authority’s website at:
<https://www.ctmira.org/wp-content/uploads/2025/01/1-15-25-Board-Meeting.mp4>

1. Call to Order; Chair's Welcome – Agenda Item 1

Chairperson Hunter called the meeting to order at 9:38 a.m. and requested a roll call of Directors present. Chairperson Hunter noted the existence of a quorum.

Chairperson Hunter conferred with President Daley and the other Board members about moving agenda item 5(e) after the executive session item. It was agreed that agenda item 5(e) would be taken up after the executive session item.

2. Public Comment (3 minutes per speaker) – Agenda Item 2

Chairperson Hunter introduced the item and invited members of the public to comment.

Rob Phillips, Executive Director of the Northwest Hills COG read into the record the following statement: “Good morning members of the board. Again, for purposes of introduction, I’m Rob Phillips, the Executive Director of the Northwest Hills Council of Governments, also known as NHCOCG. I’m here today for this meeting, and for the executive session scheduled later on in the agenda, to be available to discuss the Torrington Transfer Station. On behalf of NHCOCG, we agree that it is appropriate for the details of our negotiations to occur in executive session, however I wanted to offer some context to the Board before you enter into those executive session discussions.

As I’m sure you know, the MDA has an obligation to honor the commitments that were made in the Municipal Service Agreements (MSAs) with the 11 Towns in the NHCOCG region, and by legislative action that obligation will transfer to DAS on July 1, 2025. Under the MSAs, there is a contractual obligation to maintain the Tip Stabilization Fund for the duration of the MSAs, and the MDA must make every reasonable effort to apply such funds and reserves as may be available to the extent necessary to reduce disposal fees to projected per ton amounts, which appear to be proposed in the draft budget at \$136.00 for FY 2026 and \$141.00 for FY 2027. The MSAs also specifically provide that the towns who are parties to the MSAs have the right to sue the MDA not only for damages if the MSAs are not fully performed, but also for injunctive relief, mandamus, or specific performance to enforce the obligations imposed under the MSAs.

We understand that there has been some discussion that the State, acting through DAS, is considering disregarding the contractual requirements of the MSAs – in effect breaching the contracts by not performing them for their full duration, which extends to June 30, 2027. We believe that any decision to do that would be imprudent and contrary to the requirements of Public Act 23-170, under which the MDA was established, and which requires the Authority to continue to operate the Authority’s transfer stations until acceptable alternatives operated by entities other than the Authority become available, and which also requires the Authority to wind down its operations in an orderly and responsible manner. Any decision to disregard the MSAs would also be contrary to Section 22a-275 of the General Statutes, in which the State pledged and agreed that the rights of parties entering into contracts, such as these MSAs, would not be altered or limited until the obligations under the contracts are fully performed or adequate provision is made for the protection of the parties who entered into the contracts.

In a coordinated effort between 11 Towns within the NHCOCG region that have current MSAs, as well as the City of Torrington, NHCOCG has put forth a proposal that we believe would allow the commitments that were made in the MSAs, and in the Enviro Express contract, regarding the Torrington Transfer Station to be honored, not breached. The proposal would avoid future lawsuits for enforcement of those contracts and avoid State exposure to liability for significant damages as well as injunctive relief. To be clear, though, this proposal requires that all existing contracts with respect to the Torrington Transfer Station will still be in good standing in order for the proposal to be effectuated.

We believe that NHCOCG’s proposal is equitable and fair to all parties and would make adequate provision for the protection of the parties to the Municipal Service Agreements. Additionally, it would allow the Torrington Transfer Station to continue to operate as a public facility, which is in line with the goals of the State’s Department of Energy and Environmental Protection.

When in executive session, we urge you to look favorably on NHCOCG’s proposal so that we can

begin working on effectuating and executing the details outlined in the proposal. The sooner we are able to begin this process, the more likely it is that we will be able to have all matters settled by June 30th of this year, as the DAS is seeking. I am here today, along with Rista Malanca, NHCOC's Director of Community & Economic Development, to answer any questions that may arise or be part of the discussions in executive session if you so choose.

The Chief Elected Officials from various towns in our region – many of which have shown decades-long commitments to a public solution for the solid waste collection in our region – are also here to express their support for our proposal and answer any questions that you may have. Thank you for your consideration.”

Chairperson Hunter thanked Mr. Phillips for his statement and asked if any other members of the public wished to comment.

Curtis Rand, First Selectman of the town of Salisbury stated he was in attendance to represent the towns of Salisbury and Sharon. He stated they have been loyal, long term members going back to CRRA, and they have appreciated the relationship with the Authority. He described the good work done by Sharon and Salisbury in the areas of recycling and composting. He stated that he thought the town had until June 2027 and was stunned when he learned that it's now June of 2025. He asked for the Authority's help in maintaining the Torrington Transfer Station as a public option for the towns. He does not think it is appropriate to privatize solid waste management in the northwest corner of the state. He thanked the Board.

President Daley recognized town of Cornwall First Selectman Gordon Ridgeway. Mr. Ridgeway thanked the Board for the opportunity to provide comment. He stated his belief that it is definitely in the public interest to try to keep some public option for our trash disposal in the Northwest Hills, especially for small towns that generally do not have a lot of staff. He echoed Selectman Rand's comments that the towns thought they had two years to work out a solution. He indicated the towns are meeting bi-weekly to try to come up with an equitable and fair solution for everyone. As a member town from the beginning going back to CRRA, he feels the towns have a big stake in the discussion because solid waste management is a major function of these towns. He asked for some time and cooperation to work out an equitable solution that really is in the public interest.

President Daley recognized town of New Hartford First Selectman Dan Jerram. Mr. Jerram indicated he has been First Selectman of New Hartford for 15 years and has been watching this process unfold. He appreciates the difficult position that the Directors are in and is here to speak on behalf of his community. He stated he also functions as the chair of the COG and noted that at least six communities are here today, Sharon, Winchester, Goshen, Salisbury, Cornwall, and Falls Village (Canaan). He reminded the Board that that while only 10 or 11 towns in the COG are currently subject to these agreements, all 21 towns in our council voted in favor of pursuing the Torrington transfer station to maintain it as a public option because they thought it was important for the long term future. These are communities that excel in regionalization on multiple levels in the northwest. Whether it is health districts or animal control, or ambulance service or transfer stations like Salisbury and Sharon do together, or New Hartford, Barkhamsted and Winchester do together. The northwest towns know that siting facilities is very, very difficult. He stated his strong support for the effort to maintain a public facility and he believes the entire COG in the northwest corner supports this effort. He asked the Board to operate under the mantra of “do no harm” and to leave this situation in a better place. He believes if the Board continues to work with the COG, looking back 10 years from now, a decision to approve the transfer of the transfer station to Torrington and the COG towns will be viewed favorably and will be viewed as the right decision that really was forward thinking to maintain a public option in the northwest corner. Such a decision will place the transfer station in capable hands of towns that have seen and experienced other regionalized efforts and he believes more towns will want to join. He thanked the Board for its time and expressed his appreciation for the work done by the Authority.

President Daley recognized town of Goshen First Selectman Todd Carusillo. Mr. Carusillo thanked President Daley, the Board, and the other commenters representing the northwest hills. He stated the towns have been working on transitioning the transfer station to the towns for the last few months, after learning the

time frame had been shortened from 2027 to 2025. He stated a successful transition is a necessity for his community and the region. He indicated the town of Goshen hopes to be part of the regionalization of waste management here in the northwest corner. He expressed concern about the potential for one company coming in and creating a monopoly by buying all of the transfer stations in the region. This would result in the towns losing control over solid waste tip fees. He advised the Board to work with the region and think of the people of the region.

President Daley recognized town of Canaan First Selectman David Barger. Mr. Barger introduced himself as the First Selectman of Canaan, which is also known as Falls Village, the second smallest town in the State of Connecticut. He thanked the Board for giving the towns an opportunity to speak at the meeting. He echoed the words of the other commenters that transitioning the transfer station to the towns is keeping in line with Governor Lamont’s plan to regionalize a number of services across the state. He stated he and the other local politicians commenting at the meeting are public servants who’s job it is to look out for the public and the taxpayers, and believes it is important to keep the public option rather than privatize.

President Daley recognized Winsted Mayor Todd Arcelaschi. Mr. Arcelaschi introduced himself as the Mayor of Winsted and the Administrator at Regional Refuse Disposal District 1. He expressed appreciation for the work of the Authority Board. He cautioned the Board that if this public option is eliminated, we are one step closer to creating a monopoly in the private industry. He stated as many of us know, one hauler in particular is buying up several of the smaller trash haulers and he wants the Board to realize that they are potentially creating a monopoly.

Chairperson Hunter thanked all of the commenters for their comments.

3. Review and Approve – minutes of the December 11, 2024 Regular Board Meeting - Agenda Item 3.

Chairperson Hunter introduced the item and asked for a motion to approve the minutes. The motion was made by Director Harrington and seconded by Director Becarro. The motion passed by roll-call vote as indicated in the table below.

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter			X		
2 - Matthew Dayton			X		
3 – David Barkin			X		
4 – Michael Looney			X		
5 - William Beccaro		X	X		
6 - Rachel Taylor			X		
7 – Michael Walsh					Not Present
8 – John Fonfara					Not Present
9 - Paul Harrington	X		X		
10 - Carl Fortuna			X		
11 - David Steuber			X		

4. Chairman’s and President’s Report – Agenda Item 4

Chairperson Hunter asked the Board to move expeditiously through the agenda items so there is adequate time for the Executive Session discussion items. Chairperson Hunter then asked President Daley for a report. President Daley stated the award for the design and permitting work for the abandonment of the penetrations in the floodwall has been cancelled as requested by DAS and we have instead developed the MOU providing DAS funds to do one project

from design permitting and through construction. The Authority has received comments from DAS on the MOU and the Authority will be responding to those shortly with the intention of bringing the MOU to the February Board meeting for approval. Director Becarro indicated he had a conversation with the Attorney General's office regarding any issues with moving from the Authority into DAS, and they indicated that they did not have any particular concerns and that we could act without having to involve them. He intends to have another conversation with the Attorney General's office when the MOU is more finalized,

President Daley discussed the presence of some trespassers at the South Meadows site. The police have been notified and informed as to the activities that we are observing. He indicated a review of security protocols with our security contractor has been conducted and we are making some adaptive changes with respect to the security protocols, including the welding of additional doors.

Chairperson Hunter asked if the trespassers were vagrants or trying to remove materials from the site. President Daley indicated there are a variety of activities occurring.

5. Finance Committee Report – Agenda Item 5

a. Discussion - Proposal concepts received pursuant to RFPs for the Sale and Removal of Equipment Located at the South Meadows Site and/or for Engineering, Procurement and Major Salvage Operations Management Services for the South Meadows Site

Chairperson Hunter asked Director Harrington for a report. Director Harrington described the item and asked President Daley to discuss the item. President Daley provided the Board an overview of the two Requests for Proposals associated with the South Meadows Site, one for Marketing, Brokerage, Sale, and Removal of Available Equipment and Installed Equipment, and one for Engineering, Procurement and Major Salvage Operations Management Services. He discussed the objectives of the RFPs, summarized the outreach, provided a broad overview of the proposals received, and described the evaluation criteria. President Daley offered to take any questions.

Director Barkin asked if one of the proposers was considering salvaging the boilers. President Daley indicated that was true and could be discussed further in executive session.

b. Discussion - Master Wind Down Plan and Schedule Progress

Director Harrington introduced item and asked President Daley to lead the discussion. President Daley stated the Authority held a meeting with the Essex transfer station municipalities on Friday, January 10th to review the options and status to continue operations as July 1, 2025. The goal was to identify a third party to take over all agreements and contracts for the remaining term through June 30, 2027. He indicated that it did not appear likely based on the nature of the discussions that that would succeed. He expressed his opinion that the Authority should continue the process of preparing DAS to take over those operations if it becomes necessary on July 1, 2025.

President Daley updated the Board on the Torrington Transfer Station negotiations. He stated the Authority has provided the northwest towns with information on the worst case scenarios for their consideration and has been working with them on insurance matters. The Authority received a counter proposal that will be reviewed in more detail during the executive session.

President Daley updated the Board on the status of the Ellington Transfer Station sale. He indicated the draft survey drawing with the proposed lot line adjustment in conformance with the zoning regulations has been reviewed internally and by outside counsel. Outside counsel is also drafting the cross easement that CTDEEP will need for its landfill caretaking activities. The Authority, through its outside counsel will soon be coordinating with the buyer, with CTDEEP, and with local Planning and Zoning on the proposed lot line adjustment and easement.

President Daley provided an update on the information being provided to DAS. The Authority met with DAS on the inventory of real and personal property and contracts with a follow-up distribution of the information on all of that property, real property, personal property and contracts. The Authority has provided a Google Drive to DAS that has all of our contracts accessible and organized for them.

President Daley indicated it was agreed with DAS that the Authority will be pursuing a sale of the Hartford Solar project. He also reviewed with DAS challenges in some of the other possible sales with respect to Bridgeport and the Shelton Transfer Station.

President Daley stated the Finance Committee was notified of the receipt of the proposals for the equipment here on site and salvage operations.

President Daley mentioned that the HR Committee meeting was held this morning with our HR counsel and the Committee discussed all of the details of the separation notices, process agreements and proposed resolution dealing with the unavailability of Cobra for employees. He stated more information would be provided in the executive session..

Director Barkin asked President Daley to clarify his statement that the transferring of operations of the Essex Transfer Station is unlikely, because Director Barkin understood the transfer operations was still a possibility. President Daley indicated that it was his opinion based on discussions at the meeting that the transfer of operations by June 30, 2025 is unlikely. Chairperson Hunter noted that this is the President’s view.

Director Dayton commented that he has asked that Directors take a look at that wind -down schedule. DAS is asking that there be a more aggressive attempt by the MDA staff to sell or transfer property and contracts. He stated that the Board will see the proposed actions that MDA is being asked to take beyond those included initially in the wind down plan even though there is no guarantee the proposed actions will result in the transfer of additional property or contracts.

Director Harrington asked and received confirmation that the proposed actions are included in Attachment 2(a).

Director Beccaro echoed Director Dayton’s comments.

c. Review and Approve - Resolution Regarding United Security

Director Harrington introduced and summarized the item. He indicated resolution was passed at Finance Committee and the contract expires on June 30th. After that, DAS can make a decision if it wishes to renew the contract. Director Harrington asked President Daley to comment.

President Daley noted that the Authority requested a modification to the scope of work which will add security services during daytime weekend hours in response to the trespassing issues he previously discussed. He asked if the Board would consider a friendly notation to the resolution to change the not-to-exceed price in the resolution from \$80,000 to \$90,000.

Director Harrington made a motion to approve the resolution regarding security services for the MIRA Dissolution Authority South Meadows Site, noting that the contract value will not exceed \$90,000. The motion was seconded by Director Looney. The motion passed by roll-call vote as indicated in the table below.

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter			X		
2 - Matthew Dayton			X		
3 – David Barkin			X		
4 – Michael Looney		X	X		
5 - William Beccaro			X		
6 - Rachel Taylor			X		
7 – Michael Walsh					Not Present
8 – John Fonfara					Not Present
9 - Paul Harrington	X		X		
10 - Carl Fortuna			X		
11 - David Steuber			X		

d. Discussion - FY2025 Hartford PILOT

Director Harrington introduced the item and provided a summary. He indicated the Committee had a lengthy discussion of the Fiscal Year 2025 Hartford PILOT at its last meeting. After consulting with the City Assessor and the Authority's outside counsel, it was confirmed the City of Hartford would not be receiving a property tax payment from the new owner until after June 30, 2025 and Director Harrington's recommendation is that the Authority should pay the City the \$1.5 million that was budgeted for the PILOT in its FY2025 budget. He stated no action was taken at the Finance Committee.

Director Harrington then made a motion to approve a \$1.5 million PILOT to the City. Director Dayton indicated his appreciation for the work that went in to understanding the issue and that work has confirmed for him that neither the Authority nor the City are receiving a windfall.

President Daley suggested from a procedural standpoint, since the item is on the agenda as a discussion item, that the contract for the PILOT be finalized and a formal resolution be brought back to the February Board meeting for approval. Director Harrington agreed and withdrew his motion. Directors agreed that it was not necessary to bring the item back to the Finance Committee prior to bringing it to the full Board in February.

e. Review - Draft Fiscal Year 2026 CSWS Budget

The Board agreed to move item 5(e) to after the executive session item and Director Harrington concluded his Finance Committee report.

6. South Meadows Transition Committee Report – Agenda Item 6

a. Update and Discussion Regarding the South Meadows Redevelopment Considerations Study

Chairperson Hunter introduced the item and asked Director Beccaro for a report. Director Beccaro asked President Daley for a report. President Daley stated Weston & Sampson is wrapping up the South Meadows Redevelopment Considerations Study. The Committee reviewed an outline of the Study's Executive Summary and provided good feedback with respect to the topics included, the arrangement of the topics, and the recommended length of the Executive Summary. Weston & Sampson also provided an informal update on the study topics. The main point is on the additional paint sampling done in the power block and analyzed for PCBs and the results indicate that most of the structural steel in the buildings will be eligible for recycling while a small portion would require landfilling due to higher contamination. Weston & Sampson is also reviewing the draft cost estimates that it has received from its sub-consultant, Tetrattech, including the cost of the hazardous building materials abatement, as well as building demolition. Led By Us the community outreach sub-consultant, has completed two interviews with the identified stakeholders and eight and eight additional stakeholder interviews are in the works. Kelvin Ayala from Led By Us is here to answer any questions. One thing of importance that needs to be resolved is on the schedule for the study. The draft study report is expected to be ready for presentation to the Board in the first full week of February. President Daley proposed scheduling a special Board meeting to be held sometime during the first week of February to review the full draft study report in executive session. Additional opportunities for feedback on the draft report will be available at the regular committee meeting on February 11, and again at the regular Board meeting on February 19th. Once all of the feedback is received, Weston & Sampson would look to finalize the report by March 10th.

President Daley indicated the final public information meeting would be scheduled approximately one week after the report is finalized and is again proposed to be held at the Metzner Community Center with a 6:00pm start time. He also indicated Weston & Sampson will be available to make a formal presentation to

the legislature if that is desired.

Director Beccaro thanked President Daly and Kelvin Ayala from Led By Us. He emphasized the importance of disseminating the information in the report to the public. He recommended that representatives from Led By Us participate in all future meetings on the study. Director Beccaro asked the board to review and think about the study and to send any comments they have to him. He asked them for their thoughts on a presentation to the legislature or other presentations along with possibly putting together an accessible Power Point presentation for access by the public.

Chairperson Hunter and Director Beccaro thanked the Board, MDA staff and Weston & Sampson for their efforts.

7. Attached Supplemental Information – Agenda Item 7

Chairperson Hunter asked President Daley if he had anything of note to report. President Daley indicated both the CSWS and Property Division Budgets are to the good compared to budget.

- 8. Executive Session - to discuss i) potential public supply contracts for the Sale and Removal of Equipment Located at the South Meadows Site and/or Engineering, Procurement and Major Salvage Operations Management Services for the South Meadows Site, including discussion of proposals received and ongoing negotiations with potential suppliers(Attachment 6), ii) to discuss attorney-client privileged memos from Attorney Ann Catino relating to the MIRA DA / DAS succession and transfer of MIRA DA's operations, real and personal properties, the use of the Tip Fee Stabilization Fund and MIRA DA's wind down, under Public Act 23-170, iii) to discuss Attorney – Client Privileged Memorandum from Attorney Miguel A. Escalera Jr. concerning human resources issues related to ceasing MDA Operations on 7/1/2025, and the sale of real estate owned by the Authority in Shelton and the recently received real estate appraisal for the Shelton property, and feasibility estimates and evaluations related to future operations and ownership of the Torrington Transfer Station and Essex Transfer Station. – Agenda Item 8.**

Chairperson Hunter Read the purpose of the Executive Session into the record. President Daley confirmed all Directors and Members of the Board, along Earnestine Weaver of DAS, himself and Ann Catino would be invited to the entire Executive Session.

For Executive Session item (i) only, the following additional MDA staff were invited:

David Bodendorf
Roger Guzowski
Tom Gaffey

For Executive Session item (ii) only, the following NHCOC representatives were invited:

Rob Phillips	David Barger
Rista Malanca	Todd Carusillo
David Zabel	Curtis Rand
Casey Flanagan	
Dan Jerram	
Gordon Ridgeway	
Todd Arcelaschi	

Director Hunter made a motion to enter executive session with the attendees listed above. Director Harrington seconded the motion. The motion passed by roll-call vote as indicated in the table below.

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter	X		X		
2 - Matthew Dayton			X		
3 - David Barkin			X		
4 - Michael Looney			X		
5 - William Beccaro			X		
6 - Rachel Taylor			X		
7 - Michael Walsh					Not Present
8 - John Fonfara			X		
9 - Paul Harrington		X	X		
10 - Carl Fortuna			X		
11 - David Steuber			X		

Executive Session ended and President Daley indicated no votes were taken and that Agenda Item 5(e) is being tabled. Director Harrington made a motion to adjourn, which was seconded by Director Dayton and unanimously approved. The meeting was adjourned at 1:03 p.m.

Attachment 2



Dissolution Authority

300 Maxim Road, Hartford, Connecticut 06114

Telephone (860) 757-7700 Fax (860) 757-7725

MIRA DISSOLUTION AUTHORITY

February 6, 2025

A Special meeting of the Board of Directors of the MIRA Dissolution Authority was held in person and via Zoom on Thursday, February 6, 2025. Present in person or via audio or video conferencing for all or for a portion of the meeting were:

Appointed Directors:

Chairperson Bert Hunter (via Zoom)
Matthew Dayton (via Zoom)
David Barkin (via Zoom)
Michael Looney (via Zoom)
William Beccaro (via Zoom)
Rachel Taylor (via Zoom)
Michael Walsh (via Zoom)
Carl Fortuna (via Zoom, arrived at 1:15pm, departed at 1:25)
David Steuber (via Zoom)

Appointed Members:

Frank Dellaripa
William DiBella
Tom Swarr (via Zoom)

Present from MIRA Dissolution Authority (“Authority”):

Mark Daley, President & CFO
Chris Shepard, Environmental Compliance Manager
Dave Bodendorf, Manager of Engineering, Construction, and Power Assets
Tom Gaffey, Director of Recycling and Enforcement

Others Present:

Robert Carr, Weston and Sampson
Malcolm Beeler, Weston and Sampson
Kelvin Ayala, Let By Us
Ann Catino
Marcus Yancoskie

This meeting was recorded via ZOOM conferencing and is posted on the Authority’s website at:
<https://www.ctmira.org/wp-content/uploads/2025/02/2-6-25-Special-board-meeting.mp4>

1. Call to Order, Chair’s Welcome, - Agenda Item 1

Chairperson Hunter called the meeting to order at 1:04pm and asked President Daley to lead the meeting.

2. Public Comment - Agenda Item 2

Chairperson Hunter asked if any member of the public attending the meeting in person or remotely wished to provide comment. No members of the public provided comment.

3. Chairman and President’s Report - Agenda Item 3

Chairperson Hunter asked President Daley for a report. President Daley thanked the team from Weston and Sampson for its work on the South Meadows Redevelopment Considerations Study. He indicated the team would be presenting information on the demolition cost estimate, which was previously sent to the Board. That information had been reviewed and commented on at the South Meadows Transition Committee meeting. He stated there is a lot of information to get through and a motion to go into Executive Session was needed.

4. Executive Session to discuss feasibility estimates and evaluations related to the South Meadows Redevelopment Considerations Study - Agenda Item 4

Chairperson Hunter made a motion to go into Executive Session to discuss feasibility estimates and evaluations related to the South Meadows Redevelopment Considerations Study. Chairperson Hunter asked President Daley to confirm who, besides Board Members and Directors, would be invited to attend the Executive Session. President Daley listed himself, Ann Catino, Chris Shepard, and the Weston and Sampson team would be invited to the Executive Session.

Director Beccaro seconded Chairperson Hunter’s motion to go into Executive Session. The motion passed by roll-call vote as indicated in the table below:

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter			X		
2 - Matthew Dayton			X		
3 - David Barkin			X		
4 - Michael Looney		X	X		
5 - William Beccaro			X		
6 - Rachel Taylor			X		
7 - Michael Walsh			X		
8 - John Fonfara					Not Present
9 - Paul Harrington					Not Present
10 - Carl Fortuna					Not present
11 - David Steuber			X		

Executive Session ended at 2:27pm. Chairperson Hunter indicated no actions were taken in Executive Session and adjourned the meeting at 2:27pm.

Attachment 3

RESOLUTION FOR THE MATERIALS INNOVATION AND RECYCLING AUTHORITY BOARD OF DIRECTORS

REGARDING HARTFORD PILOT AGREEMENT

WHEREAS, The MIRA Dissolution Authority (Authority) has adopted its Fiscal Year 2025 Operating and Capital Budget for the Authority's Property Division (FY 2025 Property Division Budget); and

WHEREAS, Pursuant to a certain multi-year Agreement for Payments in Lieu of Taxes between the City of Hartford and the Authority dated November 27, 2013 and providing PILOT payments for the five fiscal years ending with fiscal year 2018 the Authority's PILOT Payment obligation was contingent on continued operation of the Connecticut Solid Waste System (CSWS) Waste to Energy Facility; and

WHEREAS, Such multi-year PILOT Agreement was followed by a series of short term agreements providing for a PILOT payment each fiscal year that the Waste to Energy Facility remained in operation; and

WHEREAS, Irrespective of the terms of the multi-year PILOT Agreement, and the shutdown of the CSWS Waste to Energy Facility in Fiscal Year 2023, the Authority, through its predecessor (the Materials Innovation and Recycling Authority), desired to establish and pay the City of Hartford a fiscal year 2024 PILOT in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) from available Property Division Reserves; and

WHEREAS, The Authority likewise desires to continue PILOT payments to the City of Hartford; and

WHEREAS, The FY 2025 Property Division Budget includes provision for payment of a One Million Five Hundred Thousand Dollars (\$1,500,000) PILOT to the City of Hartford; and

NOW THEREFORE, be it

RESOLVED: The President is authorized to enter into the PILOT Agreement with the CITY of Hartford attached hereto providing for payment of the fiscal year 2025 PILOT as initially adopted in the FY 2025 Property Division Budget and as further discussed in this meeting.

PROCEDURAL REQUIREMENTS (FY25 Hartford PILOT)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington			X		
Matthew M. Dayton	X		X		
David S. Steuber			X		
William P. Beccaro		X	X		

Board Requirements:

- Quorum – 6 Directors
- ___ 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)
 - ___ Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - ___ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - ___ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - ___ 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 - Michelle Gilman					
4 - Joseph DeNicola					
5 - William Beccaro					
6 - Rachel Taylor					
7 - Michael Walsh					
8 - John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

PREAMBLE

This AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "Agreement") is made effective as of _____, 2025 (the "Effective Date"), by and between the **MIRA DISSOLUTION AUTHORITY** (FORMERLY MATERIALS INNOVATION AND RECYCLING AUTHORITY), a body politic and corporate, and a political subdivision of the State of the Connecticut ("Authority"), and the **CITY OF HARTFORD**, a municipal corporation having its territorial limits with the County of Hartford and the State of Connecticut (the "City"). The Authority and the City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Conn. Gen Stat. § 22a-270 provides, inter alia, that the Authority shall be exempt from state and municipal taxes but may enter into agreements to make payments in lieu of such taxes ("PILOT"); and

WHEREAS, the Parties wish to enter into this Agreement for the payment of PILOT by the Authority;

NOW THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. DEFINITIONS; CONSTRUCTION:

(a) Incorporation of Recitals. The recitals to this Agreement are incorporated into the body of this Agreement as a part hereof.

(b) General Definitions and Construction. As used in this Agreement, except as expressly provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular; and (ii) the words "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular section or subsection.

2. TERM:

The term of this Agreement (the "Term") shall begin on the Effective Date and shall end on June 30, 2025.

3. AMOUNT AND PAYMENT OF PILOT:

The Authority shall pay PILOT to the City in the amount of \$1,500,000 for its Fiscal Year 2025 as was budgeted by the Authority which budget was approved by the Authority's Board of Directors at its Special meeting of February 27, 2024, which meeting was recessed and continued on

February 29, 2024, and which PILOT was approved by the Board of Directors on February 19, 2025 after investigation as to the potential impact of the Authority's real estate property sales on the PILOT. The Parties agree that, except as contemplated by this Agreement, no other PILOT or tax payments shall be due to or paid by the Authority to the City for Fiscal Year ending June 30, 2025.

1. MUTUAL REPRESENTATIONS AND WARRANTIES:

Each Party represents and warrants that (i) it has the full power and authority to execute and perform its obligations under this Agreement; (ii) it has taken all necessary action to authorize its execution and performance hereunder; and (iii) this Agreement is the legal, valid and binding obligation of such Party and is enforceable in accordance with its terms.

2. MISCELLANEOUS:

(a) Payments. PILOT due hereunder shall be sent by the Authority to the City via first-class mail to the following address, or to such other address as the City may designate from time to time.

**City of Hartford
Finance Department, Revenue Management Unit
550 Main Street, Room 108
Hartford, CT 06103**

(b) Notices. All notices and other correspondence with respect to this Agreement shall be sent via first-class mail or overnight courier to the following addresses:

If to the Authority:

**MIRA Dissolution Authority
300 Maxim Road
Hartford, CT 06114
Attn: President and CFO**

If to the City:

**City of Hartford
Office of the Mayor
550 Main Street
Hartford, CT 06103**

And

**Office of the Corporation Counsel
550 Main Street
Hartford, CT 06103**

(c) Captions for Convenience Only. The captions in this Agreement are for convenience only and shall not change, restrict or otherwise alter the express provisions hereof.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, except for any requirements concerning choice of law, the effect of which would be to apply the substantive law of a state other than the State of Connecticut.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all previous agreements between the Parties with respect thereto. The terms and provisions hereof shall not be modified, amended or otherwise altered except by a writing executed by each Party.

(f) Survivorship. If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or otherwise in conflict with applicable law, the validity of the remaining terms and provisions hereof shall not be affected thereby, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be illegal, invalid or otherwise in conflict with applicable law.

(g) Joint Effort. This Agreement shall be deemed to be the product of joint drafting by the Parties and shall not be strictly construed against either Party.

(h) Execution and Delivery. This Agreement may be executed in any number of original or facsimile counterparts and as separate counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Agreement by facsimile or other electronic means, the same shall have the same force and effect as if this Agreement had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date first written above.

THE CITY OF HARTFORD

Witness _____

Witness _____

By: _____
Arunan Arulampalam
Its Mayor, duly authorized

MIRA DISSOLUTION AUTHORITY

Witness _____

Witness _____

By: _____
Mark T. Daley
Its President and CFO, duly authorized

Attachment 4

RESOLUTION REGARDING NERC COMPLIANCE SERVICES WITH NAES CORPORATION

WHEREAS, The MIRA Dissolution Authority (the “Authority”) was established pursuant to Public Act 23-170 effective July 1, 2023 as successor to the Materials Innovation and Recycling Authority whereupon it became obligated to wind down the Authority's operations and activities in an orderly and responsible manner; and

WHEREAS, the Authority’s South Meadows Site requires electricity for various operational and maintenance activities; and

WHEREAS, the electricity used at the South Meadows Site is imported through a 115KV transformer (the “2x Transformer”), which is considered a Bulk Electrical System (“BES”) element by the North American Electric Reliability Corporation (“NERC”), and is therefore subject to NERC regulation; and

WHEREAS, The Authority discussed with Eversource the possibility of Eversource taking ownership of the 2x Transformer, and with it, the regulatory compliance obligations associated with the 2x Transformer, and Eversource declined; and

WHEREAS, As owner of a BES element, the Authority is required to maintain compliance with applicable NERC regulations; and

WHEREAS, The Authority therefore continues to have regulatory compliance obligations as an entity regulated by NERC; and

WHEREAS, There are outstanding NERC compliance, mitigation and deregistration activities for which the Authority requires technical support; and

WHEREAS, From 2012 through June 2024, NAES Corporation provided NERC compliance support for the South Meadows Site as part of its Operation and Maintenance of the Mid Connecticut Resource Recovery Facility Agreement and is therefore uniquely qualified to provide technical support to the Authority; and

WHEREAS, MDA’s Procurement Policies and Procedures require that all purchasing be done using a competitive process, except in certain circumstances which are considered exceptions to this requirement. One acceptable exception to the competitive process is when a procurement is awarded under Section 3.1.2.5 of the Policy, which states: “Goods or services provided by a contractor who has special capability or unique experience, as determined by the Chief Financial Officer and the President if the cost of the goods or services is \$10,000 or less and as determined by a two-thirds (2/3) vote of the full MDA Board of Directors if the cost of the goods or services is more than \$10,000”; and

NOW THEREFORE, be it

RESOLVED: That the President is authorized engage NAES Corporation to provide NERC Compliance services, substantially as discussed and presented at this meeting; and

FURTHER RESOLVED: that the funding for such NERC Compliance services come from the Fiscal Year 2025 Property Division Operating Budget.

PROCEDURAL REQUIREMENTS (NAES NERC Compliance Services)

Author: David Bodendorf, Manager of Engineering, Construction and Power Assets

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington			X		
Matthew M. Dayton		X	X		
David S. Steuber	X		X		
William P. Beccaro			X		

Board Requirements:

- Quorum – 6 Directors
- ___ 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 Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - ___ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - ___ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - ___ 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 - David Barkin					
4 - Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 - Michael Walsh					
8 - John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

Materials Innovation and Recycling Authority

Contract Summary for Contract Entitled

Monthly NERC Services

Presented to the MIRA Board on:	February 19, 2025
Vendor/ Contractor(s):	NAES Corporation
Effective date:	Upon Issuance of Purchase Order
Contract Type/Subject matter:	NERC Compliance
Facility Affected:	MDA Power Block Facility
Term:	5 Months (ending 6/30/2025)
Contract Dollar Value:	\$3,000/month for 5 months of services. (\$15,000) total.
Term Extensions:	NA
Scope of Services:	NAES to provide consulting services as outlined in its proposal dated January 29, 2025 (attached hereto as Exhibit A).
Other Pertinent Provisions:	None

Exhibit A

NAES NERC Services



Task	Estimated Hours	NAES Discounted Price	External Price SUS
Monthly NERC Services	13	\$3,000	\$3,440
Total	13	\$3,000	\$3,440

The quoted pricing above (NAES Discounted Price) is based on an estimate of 13 hours per month and is valid until June 30th, 2025. Actual billed amounts will vary depending upon the hours of support that were provided.

Sincerely,

Mitchell Lockhart

Mitchell Lockhart

Business Development Associate, Compliance and Fleet Services

NAES Corporation

Attachment 5

RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS AUTHORIZING AGREEMENT FOR DISASSEMBLY, MARKETING, BROKERAGE, SALE AND REMOVAL OF SPARE PARTS, MACHINE SHOPS, SMALL TOOLS, AVAILABLE EQUIPMENT AND CERTAIN NON-STRUCTURAL INSTALLED EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE

Whereas, the Authority's the Master Wind Down Schedule and Plan, which was first presented to the Board in August 2024 and which has been discussed monthly since, contemplated a final RFP for Major Salvage Operations at the South Meadows Site; and

Whereas, the Authority issued two inter-related RFPs related to Major Salvage Operations, including an RFP For the Marketing, Brokerage, Sale and Removal of Available Equipment and Installed Equipment Located at the Hartford Connecticut South Meadows Site issued on October 15, 2024; and an RFP For Engineering, Procurement and Major Salvage Operations Management Services for the Hartford Resource Recovery Facility, Jet Turbine Facility and South Meadows Site issued on October 25, 2024, both of which allowed for alternate proposals to be submitted in order to allow maximum flexibility for proposers and the Authority; and

Whereas, the Authority received alternate proposals from five firms in response to the two inter-related RFPs; and

Whereas, the President identified David Bodendorf, Manager of Engineering, Construction and Power Assets, Tom Gaffey, Director of Recycling and Enforcement, and Roger Guzowski, Supply Chain Manager as staff (the "Staff Reviewers") to review proposals received; and

Whereas, the Staff Reviewers narrowed proposals to three options each of which represented different project approaches for which the Staff Reviewers could not make a final recommendation without strategic direction from the Board; and

Whereas, a conceptual summary of proposals was presented to the Finance Committee on January 7, 2025 and further discussed with the full Board on January 15th; and

Whereas, based on guidance from the Board on January 15th, staff has confirmed references of the first designated proposer and, with assistance from legal counsel, has negotiated a final agreement with the designated proposer.

Now, therefore be it

RESOLVED, that the Board of Directors authorizes the President to enter into an Agreement with S&S Recycling and Demolition of Mansfield LLC for Disassembly, Marketing, Brokerage, Sale and Removal of Spare Parts, Machine Shops, Small Tools, Available Equipment and Certain Non-Structural Installed Equipment Located At The Hartford Connecticut South Meadows Site, provided that S&S Recycling and Demolition of Mansfield LLC signs the agreement substantially as discussed herein before February 13, 2025

FURTHER RESOLVED, that in the event that S&S Recycling and Demolition of Mansfield LLC does not sign the agreement substantially as discussed before February 13, 2025 then the Board of Directors authorizes the President to enter into such Agreement with JF Freedman Co., Inc. upon its project approach and financial terms for Disassembly, Marketing, Brokerage, Sale and Removal of Certain Non-Structural Equipment And Additional Metal Recycling Services At The Hartford Connecticut South Meadows Site substantially as discussed herein.

PROCEDURAL REQUIREMENTS (available and certain non-structural installed equipment)

Author: Roger Guzowski, Supply Chain Manager

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington			X		
Matthew M. Dayton	X		X		
David S. Steuber		X	X		
William P. Beccaro			X		

Board Requirements:

- Quorum – 6 Directors
- ___ 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)
 - ___ Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - ___ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - ___ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - ___ 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 - Michelle Gilman					
4 - Joseph DeNicola					
5 - William Beccaro					
6 - Rachel Taylor					
7 - Michael Walsh					
8 - John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

MIRA DISSOLUTION AUTHORITY

BOARD OF DIRECTORS MEETING - FEBRUARY 19, 2025

Background and Discussion

Resolution Approving Agreement For Disassembly, Marketing, Brokerage, Sale and Removal of Spare Parts, Machine Shops, Small Tools, Available Equipment and Certain Non-Structural Installed Equipment Located At The Hartford Connecticut South Meadows Site

- ▶ Summary RFP Objectives & Process
 - ▶ Summary RFP Outreach
 - ▶ Summary of Proposals Received
 - ▶ Details Regarding Proposals Received
- ▶ Evaluation Criteria and Board Strategic direction
 - ▶ Overview of Final Agreement Terms

Summary RFP Objectives & Process

2

- Maintain forward momentum for the Authority and/or its Successors in preparing the South Meadows Site for a Potential Future Use considering the Status of the Resource Recovery Facility Closure Plan, South Meadows Verification Report and the Authority's Ongoing Responsibility to Market and Sell Surplus Personal Property.
- Two Inter-related RFPs Issued
 - **For Marketing, Brokerage, Sale and Removal of South Meadows Site Available Equipment and Installed Equipment:**
 - ✦ Available Equipment – Spare Parts, Machine Shops and Small Tools (removed prior to salvage operations)
 - ✦ Installed Equipment – motors, compressors, pumps, cranes and hoists, conveyors, shredders, picking stations, steam and jet turbines, bag houses, fueling facilities and other equipment (removed as part of salvage operations)
 - **Engineering, Procurement and Major Salvage Operations Management Services at the South Meadows Site**
 - ✦ Work with the Authority and Equipment Broker to develop a Salvage Equipment List for Reuse or Recycling
 - ✦ Implement the removal of items identified in the Salvage Equipment List
 - **Allow Maximum Flexibility in Proposals & Contracts (for Proposers and Authority)**
 - ✦ May Propose on Either or Both RFPs, Propose Alternative Approaches or Target Specific Equipment
 - ✦ Logical Contract Breakpoints Considering Authority Sunset / DAS as Successor
 - **Reference November 13, 2024 Board Presentation for Additional Details**

Summary RFP Outreach

3

- Website outreach
 - The availability of each RFP was posted on the MIRA Dissolution Authority website and publicly noticed on the CT Source Bid Board, the Connecticut Department of Administrative Services state contracting portal
- Email notices
 - Between the two RFPs, emails announcing the availability of each RFP, including a link to the RFP section of the MIRA dissolution; were sent directly to:
 - Over 35 equipment brokers identified by MDA staff or former NAES staff working as temps
 - 8 firms who have cold-called since the plant closure was announced expressing interest in decommissioning or demolition of the facility.
 - 10 scrap metal firms who have participated in recent RFPs to recycle equipment from the facility.
 - 15 engineering firms who have participated in recent Authority RFPs
 - 5 firms who previously expressed interest in the Jet Turbine Facility assets
- Other
 - The email notice was sent to the Environmental Business Council of New England with a request to forward that information to any EBC members who might be interested.

Summary Of Proposals Received

4

○ For Marketing, Brokerage, Sale and Removal of South Meadows Site Available Equipment and Installed Equipment (2 proposals received)

- ✦ Alternate Proposal from Joseph Freedman Company, Inc., a large scrap metal vendor in Springfield .
- ✦ Late and incomplete proposal from Holland Industrial Group, a liquidation auctioneer based in Florida. Presently not under further consideration.

○ Engineering, Procurement and Major Salvage Operations Management Services at the South Meadows Site (4 proposals received)

- ✦ Proposal from Burns and McDonnell an industry-leading national engineering firm (with local offices in Wallingford).
- ✦ Alternate proposal from S&S Recycling & Demolition of Mansfield LLC a recycling and salvage company with operations in Ohio and Florida
- ✦ Alternate proposal from Stamford Wrecking a demolition and salvage company based in Stamford, CT. Presently not under further consideration.
- ✦ Alternate Proposal from Joseph Freedman Company, Inc., a large scrap metal vendor in Springfield (same proposal as was submitted under equipment broker RFP).

Burns and McDonnell - Proposal details

5

- **Summary of Approach**

- Of proposals received, most similar to scope of work in Salvage Operations Management RFP. Focused on core of 4 tasks and 2 optional tasks : 1. Scope of Work Development; 2. asset inventory and solicitation; 3. Abatement and equipment demolition bid document preparation, 4. Equipment Bid Process.
- Also included 2 optional tasks: 5. Site Reuse Evaluation and Retirement and 6. Retirement Options Cost Evaluation

- **Pricing details**

- Proposed 122 hours of Scope development (\$33,600 labor & expenses)
- Proposed 321 hours of Asset Inventory and Solicitation Document Development (\$65,900 labor and expenses)
- Proposed 282 hours of Abatement and demo bid documents (\$72,400 labor and expenses)
- Proposed 94 hours of demo bid process work (\$20,000 of labor and expenses)
- Can subcontract equipment broker for Auction of available equipment but that not included in \$192,200 cost.
- Two optional tasks would add \$97,800 of additional cost

- **Demonstrated Experience**

- An industry leader in the sector.
- Has completed work or is currently working at over 145 power plants in the United States
- Did closure plan for Wallingford CT waste to energy facility and abatement/demo study for Hennepin County Energy Recovery Center.
- Established in 1898

- **Other**

- Proposal contemplates approximately a 9 month timeline.
- Specified that proposal is a firm and binding offer and provided specific exceptions to contract (though not specific alternate language)
- Would bring in an equipment broker if requested to market available equipment – cost and timeline to be determined as part of Task 1

Joseph Freedman Co. Inc. (JFC) - Proposal details

6

- Summary of Approach
 - Would purchase Jet Turbine Facility Assets (including twin packs, generators, housings, spare parts inventory and tools in JTF warehouse), the 600,000 gallon jet fuel tank and remote thermal oxidizers (RTOs) for fixed price and provide the labor and equipment to remove those assets (Authority to provide electrician to ensure equipment disconnected and responsible for any fuel still in the lines).
 - Expressed opinion that the recovery of the other installed equipment is impractical vs the value but offered that they could provide assistance and value as a recycler "if & when the approach to the site migrates to an abatement, de-energizing and abatement of the buildings, demolition of the shells of the buildings with the slabs remaining."
- Pricing details
 - Would purchase Jet Turbine Facility Assets , housings and all spare parts/components for flat fee of \$183,000.
 - Would pay \$30/gross ton (2240 lbs/gross ton which is how metals are traded) for the jet fuel tank and thermal oxidizers
 - Included in pricing, JFC would provide all labor and equipment to deconstruct and remove purchased equipment.
 - Authority to ensure electrical disconnect and is responsible for any fuel still in fuel lines, as well as any pre-existing conditions.
- Other
 - Proposal contemplates work beginning late Q1. Much of work could be done by end of Q2, longer if delays regarding electrical and fuel lines.
 - Can provide additional metal recycling consultation and services as needed.
 - Would provide scrap metal services to recycle scrap metal from warehouses via 30yard roll off. Will pay \$0.245/lb. picked up for motors and \$0.057/lb (128/Gross Ton) for misc. steel. Less \$225/container fee to spot and exchange containers. MDA would have to contract labor and rigging to load warehouse contents into roll-off (staff obtained planning-level estimate of \$160k for this work).
 - JFC provided same response to each RFP.
 - Did not specify that their proposal was a firm and binding offer. Did not provide exception language but indicated in follow up meeting that they were prepared to sign the equipment broker agreement pending inclusion of final language in Exhibit A and B in accordance with their response to that RFP.

S&S Recycling and Demolition of Mansfield LLC (S&S) - Proposal details

7

- Summary of Approach
 - S&S supplies all labor, (6-10 people) materials, equipment, needed for the removal and processing of all scrap (not marked for resale by both parties) that can be safely removed for recycling. Will also implement asset recovery specialist to identify valuable items from each location.
 - In follow up discussion regarding their proposal, S&S clarified that their proposal includes both available and installed equipment S&S expects to be able to provide Authority a plan of specific equipment to be removed within first 30 days.
- Pricing details
 - S&S proposes a 30%-to-Authority split (70% to S&S) for all generated scrap revenue at the south meadows facilities.
 - S&S proposes a 30%-to-Authority split (70% to S&S) gross revenue split for sold assets. S&S will get quotes from 3-5 different vendors and auction companies. They are not selling individual assets in smaller batches.
- Demonstrated Experience
 - Established in 2012
 - Working on 5th Coal fired power plant in 5 years (Jea power park in Jacksonville FL, McIntosh power plant in Lakeland FL, Sammis Power Plant in Stratton OH, Walleye Power LLC in Oregon Ohio; Canal Street Power Station in Louisville KY).
- Other
 - Proposal contemplates that there is a minimum of \$1.2 million in scrap equipment and machinery that can be recycled (but no minimums guaranteed to the Authority in this proposal). However, that proposal included removing approximately \$400,000 of electrical wiring and equipment and wiring which may not be able to be removed due to ongoing power needs at site.
 - S&S not responsible for: (1) any type of removal or disposal of any harmful or hazardous materials or assets within the project (2) electricity and water supply. (3) Disposal of concrete and wood general C&D (not created by S&S) (4) relocation of electricity, de-energizing equipment.
 - Can provide electrician at Authority's expense (or in some cases at shared expense) to help determine how electrical could be terminated or rerouted to allow for sale of certain assets.
 - In discussion regarding proposal S&S offered that some sections of site could be powered by generators to allow for removal of certain equipment.
 - Proposal contemplates 2-3 months for available equipment sale/auction, 6-8 month timeline to complete work (not including electrical).
 - Did not specify that their proposal was a firm and binding offer. Did not provide exception language. Their alternate proposal incorporates elements from both RFPs which may add time to finalize agreement.
 - Would be willing to bring in a state certified engineer to consult with them when they submit their demolition plan or removal plans for anything structural inside the building. However, their proposal assumes that the et turbines, transformers, conveyor systems, etc. outside of the building that have no structural integrity to the main plant or building itself will not need certification from the engineer.

Stamford Wrecking Company - Proposal details

8

- Summary of Approach
 - Established background qualifications package for team that included Stamford Wrecking Company, Tighe & Bond for engineering design and O'Connor Corporation for salvaging equipment
 - Did not provide any information regarding proposed project approach, scope of work, project pricing or timeline for completion.
- Demonstrated Experience
 - 98 years experience of demolition and site work in CT, NY and MA. Incorporated in 1985.
- Other
 - None of forms or details specified for firms to submit with the RFP were provided.
 - Did not specify that their proposal was a firm and binding offer. Did not provide exception language.
 - Presently not under further consideration.

Holland Industrial Group – Proposal Details

9

- Summary of Approach
 - Equipment auction – little or no additional details provided.
- Pricing Details
 - Holland Industrial group to get \$50,000 for expenses and keep 10% of sales as commission.
 - Little or no additional details provided.
- Other
 - Proposal a week late – vendor claims package lost by Fedex.
 - None of forms or details specified for firms to submit with the RFP were provided.
 - Did not specify that their proposal was a firm and binding offer. Did not provide exception language.
 - Presently not under further consideration other than as potential subcontractor to Burns & McDonnell.

Evaluation Criteria and Board Strategic Direction

10

- Demonstrated Experience
- Project Approach and Schedule
 - Equipment Brokerage - “The Authority prefers that Available Equipment be marketed and sold as expeditiously as possible with an objective to complete such sales prior to June 30, 2025.”
 - Salvage Operations - “The MDA specifically desires to establish the Salvage Equipment List and implement the removal of Installed Equipment (by the Salvage Contractor or as permitted by prospective buyers under the Equipment Brokerage contract) to the greatest extent possible by June 30, 2025.”
- Proposal Price
- Business Exceptions
- Other Criteria at Authority Discretion
- Summary of Strategic Direction from BOD in January
 - Focus on awarding contract to vendor that maximizes tasks completed by June 30, 2025 or soon thereafter;
 - Directed staff to try to work out Agreement with S&S Recycling and Salvage, and if that could not be done, to work out agreement with JF Freedman.

Overview of Final Agreement terms

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- Counsel merged sample agreements from each RFP to accommodate alternate proposal from S&S Recycling & Salvage that had elements of each RFP
- Contract subdivides work into Tranches
- Base Contract/First Tranche
 - Items the parties agree are non-structural for which work can begin promptly and items can be removed without further engineering work
 - Includes brokerage of all available equipment, including warehouse inventory, tool rooms, and storage trailers.
 - Also includes disassembly and removal of specific assets: Jet Turbines, Jet Fuel Tank, Thermal Oxidizer
 - Authority gets 30% of all items sold (for reuse or as scrap metal). S&S keeps remaining 70%
 - Vendor has specific month period (8 months) to complete all work (the “Outside Date”). Contract cannot be terminated before the Outside Date so they can complete all work related to this First Tranche
- Change Order/Additional Tranches
 - All other Installed equipment addressed in one or more additional change orders.
 - A change order has all terms of “base” agreement remain same, plus additional terms specific to this next tranche of installed equipment covered by that Change Order.
 - Contractor to develop new salvage equipment list specific to that Change Order.
 - Extent of engineering tasks to be provided by Contractor for that Tranche (as well as any excluded) to be developed and approved before any equipment in that change order is removed.

**AGREEMENT FOR
DISSASSEMBLY, MARKETING, BROKERAGE, SALE AND
REMOVAL OF
SPARE PARTS, MACHINE SHOPS, SMALL TOOLS,
AVAILABLE EQUIPMENT AND CERTAIN NON-STRUCTURAL
INSTALLED EQUIPMENT LOCATED AT THE HARTFORD
CONNECTICUT SOUTH MEADOWS SITE**

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- EXHIBIT A-1: Spare Parts, Machine Shops and Small Tools ("Available Equipment")
- EXHIBIT A-2: Installed Equipment
- EXHIBIT B: Contractor's Operations Plan (to be provided by Contractor and approved by the Authority)
- EXHIBIT C: Contractor's Compensation
- EXHIBIT D: Consulting Agreements Representation
- EXHIBIT E: Campaign Contribution Certification

DISASSEMBLY MARKETING, BROKERAGE, SALE AND REMOVAL OF SPARE PARTS, MACHINE SHOPS, SMALL TOOLS, AVAILABLE EQUIPMENT, AND CERTAIN NON-STRUCTURAL INSTALLED EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE

This AGREEMENT FOR MARKETING, BROKERAGE, SALE AND REMOVAL OF SPARE PARTS, MACHINE SHOPS AND SMALL TOOLS AND INSTALLED EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH MEADOWS SITE (this "Agreement") is made and entered into as of the ___ day _____, 2025 (the "Commencement Date") by and between the **MIRA DISSOLUTION AUTHORITY** a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 300 Maxim Road, Hartford Connecticut 06114 ("the Authority"), and [NAME OF SUCCESSFUL PROPOSER], having its principal offices at [ADDRESS OF SUCCESSFUL PROPOSER] (hereinafter "Contractor").

RECITALS

WHEREAS, the Authority was created pursuant to Connecticut Public Act 23-170 as the successor to the Materials Innovation and Recycling Authority as the owner of certain parcels of real property located at 300 Maxim Road and 100 Reserve Road in Hartford, Connecticut (collectively, the "South Meadows Site") upon which the Authority operated various energy-generating, solid waste management and/or disposal facilities (collectively, the "Facilities");

WHEREAS, the Authority has identified certain spare parts, machine shops and small tools located at the South Meadows Site, acquired for use in the operation of the Facilities and readily available for marketing and sale (the "Available Equipment"), which the Authority now seeks to have marketed, brokered, sold and removed from the South Meadows Site, The Available Equipment is depicted on Exhibit A-1 hereto and to the extent other spare parts, machine shops and small tools exist at the South Meadows Site, such are deemed included as Available equipment even if not included on Exhibit A-1 ;

WHEREAS, the Authority has, for purposes of this Agreement, further identified certain non-structural equipment that remains installed in the Facilities which the Authority seeks to have disassembled, marketed, brokered and sold once disassembled by the Contractor (the "Installed Equipment").;

WHEREAS, The Available Equipment and Installed Equipment are collectively referred to herein as the "Equipment";

WHEREAS, the Authority has sought firms to engineer, dismantle, market, broker, sell and remove the Equipment via a series of Requests for Proposal ("RFP") and invited the submission of proposals for same, which RFP's allowed bidders to propose alternate and/or combined proposals in response to the RFP's;

WHEREAS, Contractor has expertise in the dismantling, marketing, brokerage, sale and removal of Available Equipment and Installed Equipment and has submitted a proposal in response to the various RFPs and the Contractor has access to the requisite engineering services as required by the RFPs; and

WHEREAS, the Authority has accepted the Contractors' allowed alternate and combined proposal for the engineering, dismantling, marketing, brokerage, sale and removal of the Equipment.;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Contractor hereby mutually agree and undertake as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **"Act of Bankruptcy"** means that (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) Contractor shall have admitted in writing its inability generally, to pay its debts as such debts become due, (c) Contractor shall have made a general assignment for the benefit of creditors, (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors, (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding, (f) an order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) Contractor shall have filed a voluntary petition in bankruptcy, (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) an order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301. For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.
- (b) **"Addenda"** means written or graphic documents issued prior to the RFPs due date, which clarify, correct or change any or all of the Contract Documents.

- (c) **“Applicable Laws”** means any statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction and which is applicable to the performance of Work hereunder.
- (d) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), the Authority’s various Request For Proposals that preceded this Agreement (including any Addenda thereto), Contractor’s Proposal in response to such RFP (including all documentation 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, any written amendments to any of the Contract Documents, including Change Orders. In the event of any inconsistency or conflict in the Contract Documents, the greater obligation, the more costly, the more time consuming, the higher standard, and the most onerous Applicable Laws shall apply to the Work as determined by the Authority in its sole discretion.
- (e) **“Commencement Date”** means the date set forth above in this Agreement.
- (f) **“Environmental Claim”** means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Substance, or (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Substance, Environmental Law or other order of a Governmental Authority, or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.
- (g) **“Environmental Law”** means any current or future Legal Requirement pertaining to the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Con-

necticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.

- (h) **“Governmental Approval”** means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority required for the performance of the Work hereunder.
- (i) **“Governmental Authority”** means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental, or quasi-governmental authority, or any instrumentality or subdivision thereof.
- (j) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction. Laws and Regulations shall be included in the definition of “Applicable Laws” set forth in Section 1.1 (c), above.
- (k) **“Notice Of Award”** means written notification from the Authority to the apparent successful proposer which states that the Authority has accepted such proposer’s bid and sets forth the remaining conditions that must be fulfilled by such proposer before the Authority executes the Agreement.
- (l) **“Permits”** means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the Work hereunder.
- (m) The terms “disassemble” “dismantle” and all derivatives thereof as used in this Agreement means the safe removal of any Installed Equipment by the Contractor.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (b) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation

required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Commencement Date;

- (d) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Sub-section;
- (e) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (f) All references to agreements are references to the agreements as the provisions thereof exist now or may be amended, modified or waived from time to time;
- (g) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement; and
- (h) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

1.3 Covenants and Representations.

1.3.1 Covenants and Representations of Contractor.

Contractor represents, warrants and covenants to the Authority that:

- (a) Contractor is a [the Authority to insert form of organization into final agreement] duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and Applicable Laws that regulate the conduct of Contractor's affairs.
- (c) The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound (except where the same would not have a material

adverse effect on Contractor's ability to perform the Work hereunder).

- (d) This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Work and Contractor has obtained all required Permits, approvals, and registrations necessary to complete the Work.
- (f) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor or, if applicable, Guarantor, from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Work hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's, financial condition, or any other agreement or instrument entered into by Contractor in connection with the Work or other transactions contemplated hereby.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Work and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to the Authority notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.
- (i) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Available Equipment and the Installed Equipment to be removed under this Agreement and of all other Work to be performed under this Agreement; the configuration of the South Meadows Site; the character, quality, and quantity of the materials to be encountered; the need to coordinate with other ongoing activities at the Site throughout Contractor's performance of the Work; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Work under this Agreement; and other matters which may affect Contractor's performance of the Work under this Agreement. Having made such examinations essential to an understand-

ing of the Work and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Work under this Agreement.

- (j) Contractor agrees that, pursuant to Conn. Gen. Stat. § 22a-270 (as the same may be amended or superseded from time to time) the Authority is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to Conn. Gen. Stat. § 12-412(92) (as the same may be amended or superseded from time to time), “[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [the Authority] . . . whether such purchases are made directly by the Authority or are reimbursed by the Authority to the lessee or Facility Operator of such project” is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge the Authority any State of Connecticut taxes or assessments at any time in connection with Contractor’s performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to the Authority hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to the Authority in any request for proposal or other submittal or proposal to the Authority in connection with this Agreement.
- (k) Contractor (directly or through its Subcontractor) has adequate personnel that are properly licensed, qualified and trained pursuant to Applicable Law to dismantle, inspect, test run, appraise and demonstrate the Equipment as necessary and appropriate to potential buyers as contemplated herein and described in Contractor’s Operations Plan to be provided by the Contractor and approved by the Authority, and when so approved, shall be attached hereto and made a part of this Agreement. The Contractor shall not commence any Work unless and until the Operations Plan is approved by the Authority.
- (l) Contractor (directly or through its Subcontractor) is properly licensed to use and deploy all aspects of its marketing and advertising plan for the Equipment as contemplated herein and described in Contractor’s Operations Plan to be attached hereto as Exhibit B.
- (m) Contractor (directly or through its Subcontractor or Equipment buyers) either has or will have full ownership of adequate vehicles and trailers, or has enforceable rights to use adequate vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the owners thereof, to facilitate the loading and transportation of Equipment that has been sold in accordance with Contractor’s Operations Plan to be attached hereto as Exhibit B through the Term of this

Agreement. Contractor (directly or through its Subcontractor or Equipment buyers) either has or will have full Governmental Approval and Permits for the lawful operation of such vehicles and trailers and shall continue to maintain such Governmental Approvals and Permits through the Term of this Agreement.

- (n) Contractor (directly or through its Subcontractor or Equipment buyers) has or will have all permits, approvals and licenses issued by any Governmental Authority that are necessary or required pursuant to Applicable Laws to facilitate the loading and transportation of Equipment that has been sold in accordance with Contractors Operations Plan to be attached hereto as Exhibit B. Contractor shall provide all such documents evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon the Authority's request.
- (o) During the term of this Agreement, Contractor shall (directly or through its Subcontractors), own or cause others to own, or to otherwise obtain, operate and maintain, at all times, the equipment necessary to perform the Work under this Agreement at the South Meadows Site in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Work under this Agreement. In addition, if during the term of this Agreement, additional Permits are required or compliance with additional governmental requirements is required in order to perform the Work under this Agreement in the manner contemplated by the terms of this Agreement, Contractor shall apply for and obtain such additional Permits or comply with such additional requirements on a timely basis or initiate legal proceedings to contest such additional Permits or requirements. If Contractor fails to obtain such necessary permits due to its own actions, the Authority shall have the right, upon notice to Contractor, to make alternative arrangements for the dismantling, marketing, brokerage, sale and removal of the Equipment contemplated herein.
- (p) Contractor shall provide, or cause the Authority to be provided, with copies of any notice Contractor receives concerning the revocation of any Permits, the denial of any subsequently required Permits, or non-compliance with Applicable Law, within forty-eight (48) hours of Contractor's receipt thereof. In addition, Contractor shall provide or cause the Authority to be provided with true, correct and complete copies of any written notice of substantial non-compliance issued by any Governmental Authority, within three (3) days of Contractor's receipt thereof.
- (q) The motor vehicles Contractor utilizes for the Work under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.
- (r) Contractor shall provide the Authority with notice of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with the performance of the Work, in each case within twenty four (24) hours of Contractor's receipt

thereof.

- (s) Contractor shall provide the Authority with notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor, its employees, or its Subcontractors in connection with Contractor's transportation work, in each case within twenty four (24) hours of Contractor's receipt thereof.
- (t) Contractor shall provide the Authority with immediate notice of any motor vehicle accidents in which the Contractor, its employees, or its Subcontractors are involved in the performance of the Work.
- (u) Contractor shall, and Contractor shall cause any Subcontractors to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (v) Contractor shall cause, and shall cause any Subcontractors to cause, all of its vehicles used to perform the Work under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure Equipment and Trailers to vehicles. Contractor (or its Subcontractor) shall maintain accurate records of such inspections. No vehicle that is not thoroughly maintained in good working order shall be used for Work provided under this Agreement. The Authority shall have the right, but is not required, to review all inspection reports upon request.
- (w) Contractor shall be responsible for the prompt payment of any and all fines, penalties, or other monetary violations associated with the Work provided under this Agreement.
- (x) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, as they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
- (y) Each individual who uses or operates the Equipment or any motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle or equipment operator's license, certification or commercial driver's license of the appropriate class for the Equipment or motor vehicle being used or operated. The

license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.

- (z) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.
- (aa) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performance of loading and transportation of the Equipment as described in this Agreement.
- (bb) The Contractor represents and agrees that the disassembly of Installed Equipment as set forth in Exhibit A-2 is included in the Work.
- (cc) The Contractor represents that the Installed Equipment set forth in Exhibit A-2 can be disassembled and removed safely by the Contractor.

1.3.2 Covenants and Representations of the Authority.

The Authority represents, warrants and covenants to Contractor that:

- (a) The Authority is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by the Authority (1) has been duly authorized by the governing body of the Authority, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to the Authority or any provisions of the Authority's charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by the Authority, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of the Authority or any agreement, indenture, mortgage, trust, contract, permit or instrument to which the Authority is a party or by which the Authority is bound. This Agreement has been du-

ly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of the Authority, threatened against the Authority that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Authority in connection with the transaction contemplated hereby.
- (e) Although Contractor is solely responsible for obtaining all Permits required to effectuate the performance of its obligations under this Agreement, the Authority shall cooperate with Contractor in all reasonable respects, with no cost or liability to the Authority, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

2. Work.

2.1 General.

Upon the Commencement Date, Contractor shall furnish all labor, Contractor Vehicles, Contractor trailers, Contractor equipment, administrative services, materials, fuel, supplies, tools, parts, facilities and any other property necessary to market, broker, sell and remove the Available Equipment specified in **Exhibit A-1** from the South Meadows Site in accordance with the terms of this Agreement and Contractor's Operations Plan to be attached hereto as **Exhibit B**. The Contractor shall not commence any Work unless and until the Operations Plan is approved by the Authority. Contractor shall furnish such labor, vehicles, trailers, equipment, services, materials, fuel, supplies, tools, parts and facilities necessary to disassemble, market, broker, sell and remove the Installed Equipment specified in **Exhibit A-2** in accordance with the terms of this Agreement and Contractor's Operations Plan to be attached hereto as Exhibit B. The foregoing is collectively referred to herein as the "Work".

- (a) Contractor shall fully cooperate with the Authority and its other contractors regarding the scheduling of its inspection, test running (to the extent feasible), and appraisal of all Equipment specified in Exhibits A-1 and A-2, the demonstration and/or showing of Equipment to potential buyers, and the loading and removal of sold Equipment from the South Meadows Site. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of Contractor's trailers, Vehicles and Contractor equipment and personnel so as to insure the safe removal of the sold Equipment as quickly as practicable.

- (b) Contractor shall have a continuing obligation to protect against spillage or leakage of or from the Equipment from the Contractor's trailers at all times during the loading, removal, transportation and delivery of same to the buyers thereof.
- (c) Contractor shall implement its Operations Plan as specified in **Exhibit B** and shall provide notice to the Authority of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifications to Contractor's Operations Plan so that the Work does not impair any other operations at the South Meadows Site.
- (d) Contractor shall be fully responsible for the clean-up of any fluids, residues, or other substances that is spilled from the Equipment during loading, unloading or the transportation on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify the Authority for and hold the Authority harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, the Authority, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by the Authority in connection with any such clean-up.
- (e) To the extent applicable pursuant to Applicable Laws, the Work set forth in this Agreement that involves tradesman, mechanics, laborers, equipment operators and the like shall be subject to Connecticut prevailing wage laws as set forth in Conn. Gen. Stat. § 31-53, et. seq., As such, and to the extent applicable, the compensation paid to the Contractor pursuant to this Agreement includes the costs of such prevailing wages including all yearly adjustments. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- (f) The Work does not include:
 - 1. the removal of Hazardous Substances as defined by Applicable Laws related to the dismantling of any Installed Equipment, unless such substances are contained and/or encapsulated in such Installed Equipment, which cannot be readily removed;
 - 2. The disconnection of any electric power to any Installed Equipment;
 - 3. The disconnection and capping of any fuel line servicing any Installed Equipment;
 - 4. The draining and removal of any fuel from any Installed Equipment;

5. The removal of any components of any structure at the South Meadows Site, not caused by the Contractor's operations related to the Work.
- (g) Subject to the requirements of this Agreement, Contractor will perform the Work and any obligations hereunder according to directions from the Authorized Representative of the Authority. For purposes of this Agreement, the terms "Authorized Representative of the Authority" or "Authorized Representative" shall mean the Authority's President (the "President"), or any person designated in writing to Contractor by the President. Any Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by the Authority. Notwithstanding the foregoing, the Authority shall not have control of the Contractor's means and methods with respect to the performance of the Work and no approval or direction from the Authority shall discharge the Contractor's obligations to perform the Work in a safe and workmanlike manner.

2.2 Contractor Personnel

Contractor shall provide all personnel necessary to properly perform the Work. All Contractor personnel shall be properly trained, over the age of eighteen (18) and equipped with the requisite safety equipment and licensed to perform the assigned Work. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits, Contractor's Operations Plan and any guidance given by applicable Authority staff while on the South Meadows Site.

Without limitation of Contractor's overall responsibility for the acts and omissions of Contractor's personnel and the personnel of the Contractor's Subcontractors performing Work at the South Meadows Site, the Authority reserves the right to exclude anyone from the South Meadows Site who the Authority reasonably believes is a danger to themselves or any other person, or to the Authority's property, or a detriment to the Work.

2.3 Performance of Work

Contractor warrants that the Work shall be performed in accordance with good industry standards, all Applicable Laws, and the terms of this Agreement. If the Authority, using its good faith and commercially reasonable discretion, determines that the Work has not been so performed, the Authority shall inform Contractor in writing of such determination, and Contractor shall, at its sole cost, undertake any and all measures requested by the Authority to insure that the Work is performed in accordance with such standards and terms; provided, however, that such measures will be in addition to, and not in derogation of, the absolute right on the part of the Authority to be fully promptly compensated by Contractor for all costs, damages, and additional expenses incurred, either directly or indirectly, by reason of Contractor's failure to properly perform any obligation of Contractor in this Agreement after notice and opportunity to cure any defects in performance identified by the Authority as set forth in Section 8.2. The Authority may retain its costs, damages, and additional expenses from any amounts due to the Contractor or any amounts that may become due to the Contractor. If the Authority's costs, damages, and additional expenses are in excess of any amount

due or to become due the Contractor shall pay the Authority the difference on demand, plus interest at the maximum legal rate from the date of the demand until paid.

2.4 Commencement of Work.

Contractor shall commence performing the Work in accordance with the terms of this Agreement on the Commencement Date in accordance with the schedule in Contractor's Operations Plan.

2.5 Access to the South Meadows Site; Conditions.

The Authority hereby grants to Contractor, during the South Meadows Site's normal hours of operation or other hours as may be approved by the Authority, access to only those areas of the South Meadows Site necessary for Contractor to perform its obligations under this Agreement, provided that: (a) Contractor shall not interfere with any other operations being conducted at the South Meadows Site by either the Authority, or any other person or entity; and (b) Contractor is in compliance with all of the terms and conditions of this Agreement. If Contractor fails to comply with any of the foregoing conditions of access, the Authority shall provide Contractor with written notice of such failure and Contractor shall immediately cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the South Meadows Site or presents a safety or security hazard to the Facility or to any personnel of the Authority working at the South Meadows Site, or any other person or entity, then the Authority shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then the Authority shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse the Authority for any and all reasonable costs and expenses incurred by the Authority in taking such curative action. If, within the thirty (30) day cure period set forth in this Agreement, except for emergency situations which shall require immediate action by the Contractor: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse the Authority in full for any and all reasonable costs and expenses incurred by the Authority in taking any curative action, or (iii) the Authority, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and the Authority shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 8.2 herein. Any payment, indemnity, defense, and insurance obligations of Contractor under this Agreement shall survive the termination of this Agreement.

2.6 Contractor's Vehicles, Contractor's Trailers and Storage of Contractor's Trailers

Contractor shall acquire and use in its performance of the Work, at Contractor's expense, such quantity of tractor-trailer trucks, roll-off trucks, flat-bed trucks or other vehicles including roll-off containers or other trailers as necessary ("Contractor Vehicles") and all other cranes, forklifts, loaders, or other equipment necessary to perform the Work. All such Contractor Vehicles and equipment used in the performance of the Work hereunder shall comply with all Applicable Laws governing the loading and transportation of the Equipment.

The Authority covenants and agrees that, during the term of this Agreement it shall provide sufficient space at the South Meadows Site for the storage of an adequate number of Contractor's Contractor's Vehicles and equipment to perform the Work. The type and quantity of Contractor's Vehicles and equipment must be approved by the Authority prior to their use and must conform to the requirements of the South Meadows Site. Contractor will provide at its sole cost sufficient labor and Contractor Vehicles and equipment to load the Equipment onto the Contractors Vehicles.

All drivers employed by Contractor or its Sub-contractors shall insure prior to leaving the South Meadows Site that all Equipment is sufficiently tied down, covered and/or contained such that no Equipment or residues or fluids emanating therefrom emanates from Contractor's Vehicles during the removal of the Equipment. Contractor shall maintain all Contractor's Vehicles used in the performance of the Work in good condition and working order. The Authority shall have the right to refuse admittance to the South Meadows Site of any of Contractor Vehicles that in the Authority's discretion are not so maintained. Contractor's Vehicles or other equipment that requires maintenance or repair shall be removed from the Site promptly by Contractor at its sole cost and expense. No refueling of Contractor's Vehicles shall be permitted on the Site.

2.7 Change of Work.

In the event that the Authority determines during the term of this Agreement that any modifications to the Work are necessary to accommodate changes in operation of the South Meadows Site, then pursuant to the Authority's written request, Contractor shall promptly commence and perform the Work as so modified. The Authority shall consult with Contractor prior to making such written request and, at the Authority's discretion, make such accommodations as Contractor shall reasonably request as part of the institution of such modifications. If any adjustment(s) to the payments set forth in this Agreement are required, the Authority and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the Authority's and Contractor's proportionate values, costs and returns associated with the existing Work, to the extent applicable, shall be used to determine the appropriate increase or decrease. The Authority and Contractor shall endeavor to negotiate any such increase or decrease in good faith prior to the commencement of modified Work. Any modified Work commenced by Contractor at the Authority's written direction in the absence of such agreement is not a waiver of Contractor's right or claim to any necessary adjustment of

fees. In the absence of such agreement, the Authority shall determine the extent of any adjustment to the Contractor's compensation for any Change of Work, which shall be final and binding on the Contractor and the Contractor shall diligently and without delay perform the Change of Work, subject to the Contractor's right to dispute the Authorities determination via dispute resolution as provided in this Agreement.

2.7.1 Additional Changes in the Work – Additional Tranches of Equipment

Changes in the Work, which shall include, the engineering, disassembly and sale or scrap of additional equipment and/or materials not currently within the scope of the Equipment set forth in this Agreement (specifically items in addition to the items set forth in Exhibit A-1 and A-2) may be accomplished after execution of this Agreement, and without invalidating the Agreement. Such changes in the Work shall be memorialized in a change order ("Change Order")

A Change Order shall be based upon the mutual agreement of the Authority and the Contractor. Both parties shall execute the Change Order for it to be binding on the parties. Changes in the Work shall be performed under applicable provisions of the Contract Documents, unless superseded by the terms set forth in the Change Order. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order,

2.8 Authority's Inspection Rights.

Upon reasonable notice, the Authority shall have the right at all times during Contractor's performance of Work to inspect and observe Contractor's performance of the Work hereunder.

2.9 Contractor Cooperation.

Contractor shall perform all the Work in cooperation with the Authority and all the Authority's contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with the Authority and other parties. Such cooperation shall also involve scheduling of staff and Work hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press or any other media regarding its performance of Work under this Agreement. Contractor shall direct all inquiries from the press or any other media to the Authority.

2.10 Title to Equipment

At the South Meadows Site, title to the Equipment shall pass to Contractor's buyer upon consummation of a sale and loading of same on Contractor's Vehicles by the Contractor in accordance with Contractor's Operations Plan. All Equipment sales are final and in "as is – where is" condition. At no time shall title to the Equipment revert back to the Authority, or

Equipment be returned to the Authority, after title passes to Contractor's buyer, regardless of any Change in Law.

2.11 Designated Facilities

At the South Meadows Site, Contractor's buyer shall accept the purchased Equipment for transportation to buyers designated facility. Contractor shall not change the designated facility without the prior written approval of the Authority.

2.12 Delivery Confirmation.

At the time Equipment exits the South Meadows Site, Contractor shall notify the Authority of the designated facility to which it intends to deliver such Equipment. At such designated facility, Contractor shall obtain a receipt showing that the Equipment has been delivered.

All scales used at the South Meadows Site shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws. Contractor shall have access to such scales in accordance with Contractor's Operations Plan.

2.13 Inspection Rights

(a) the Authority may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of Contractor's operations at the South Meadows Site, and review any applicable Permits, permit applications, licenses or certifications required of Contractor or Contractor's personnel for such operations. Contractor acknowledges that the Authority shall have no obligation to conduct such inspections and reviews, and that the Authority's failure to do so shall in no event constitute a waiver of Contractor's responsibility to comply with all Applicable Laws.

(b) In the event that the Authority, in the course of its inspection and review conducted under Section 2.13(a), discovers any violation by Contractor or any of its employees, Subcontractors, or agents of any provision in this Agreement or any Applicable Laws, the Authority shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 8.2 hereof.

2.14 Authorized Subcontracting

Contractor shall not Subcontract any portion of the Work without the prior written approval of the Authority. Such approval shall be conditioned upon Sub-contractors being subject to all terms and conditions of this Agreement.

Contractor shall consult with the Authority before hiring any subcontractors or vendors (collectively "Subcontractor(s)") to perform any Work hereunder. Contractor shall require all of its Subcontractors to abide by the terms and conditions of this Agreement. Moreover, Con-

tractor's subcontracts with such Subcontractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, the Authority may directly enforce such subcontracts and make payments thereunder. Contractor shall provide the Authority with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Contractor's subcontracts with its Subcontractors shall specifically include the Authority as a third party beneficiary and shall provide that such Subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

3. Contractor and Authority Compensation

In consideration of the rights and privileges granted to Contractor herein, and of the Work to be provided by Contractor hereunder, as applicable, Contractor and the Authority shall be compensated as noted below:

The Contractor shall retain for itself Seventy Percent (70%) of the gross proceeds of all sales of all Equipment set forth in Exhibits A-1 and A-2 (the "Contractor Share").

The Contractor shall pay to the Authority Thirty Percent (30%) of the gross proceeds of all sales of all Equipment set forth in Exhibits A-1 and A-2 (the "Authority Share").

The foregoing shall be the sole compensation to the Contractor for all Work performed by the Contractor pursuant to this Agreement.

The Contractor Share shall compensate the Contractor for all Work provided under this Agreement including but not limited to the cost of all labor, vehicles, equipment, utilities, fuel, chemicals, materials, supplies, advertising and marketing, insurances and financial security instruments, permits and authorizations, and third-party services and equipment.

3.1 Deposit

No later than seven (7) calendar days before the commencement of any sale or auction by the Contractor of any Available Equipment or Installed Equipment, Contractor will pay to the Authority a deposit in the amount of _____. Such Deposit shall be held by the Authority as guarantee of performance of Contractor's payment obligations to the Authority for the sale of the Available Equipment and Installed Equipment specified in **Exhibit A-1** and Exhibit A-2. The Authority shall return Contractor's Deposit upon Contractor's satisfaction of such payment obligations within thirty (30) days of completion of the sale of the Available Equipment and/or Installed Equipment, or, at the Authority's option, credit the deposit against the Authority's share of their proceeds set forth in this Section 3.

3.2 Payments to the Authority

Within fifteen (15) days of the end of each month during the Term of this Agreement, Contractor shall submit a statement (the "Activity Report") to the Authority detailing all Work undertaken in accordance with Contractor's Operations Plan during the preceding month and specifying all amounts due and owing to the Contractor or to the Authority in accordance with Section 3 of this Agreement. Such statement shall be in a form acceptable to the Authority and shall include, but not be limited to, i) a report of any Equipment inspections, test running or appraisals if applicable, ii) a report of Equipment marketing and advertising activities, and iii) a report of Equipment showings and if applicable demonstrations to potential buyers.

Concurrent with the Activity Report, Contractor shall submit to the Authority a sales report ("Sales Report") in a form acceptable to the Authority depicting the status of negotiations with potential buyers and the consummation of sales in accordance with this Agreement. In the event that any Equipment sales were consummated in the preceding month, with the Sales Report the Contractor shall remit payment to the Authority for the Authority Share of such consummated sales included in the Sales Report.

The Authority shall review each Statement and Sales Report and provide any Disputes within (15) days of its receipt thereof. The Authority will communicate any Disputes to the Contractor in a manner specified in Section 3.3 of this Agreement.

3.3 Disputes in Payments to the Authority

In accordance with Section 3 of this Agreement, the Authority may dispute any payment due the Authority under this Agreement.

In the event that the Authority disputes any aspect of any payment proffered by the Contractor, it shall state the reasons therefore in writing and provide any backup documentation and calculations to Contractor within fifteen (15) days of its receipt thereof. The Authority shall be granted access to all sales negotiations, books and records to determine its contractual share of the sales proceeds.

3.4 Survival of Payment Obligations

All payment obligations of the Contractor as defined by this Agreement shall survive the cancellation, expiration, interruption or termination of this Agreement.

3.5 Sales and Use Tax Exemption Payment Obligations

Pursuant to Section 12-412 (88) of the Connecticut General Statutes, the provision of Work under this Agreement is exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes, and the fees and reimbursable expenses provided for in this Agreement do not include any such tax. The Authority shall provide Contractor with a properly completed Connecticut Form CERT-131.

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

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

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

3.6 Books and Records.

Contractor shall maintain proper books and records containing complete and correct information on all Work performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. The Authority has the right to inspect and review all such books and records during Contractor’s business hours.

3.7 Independent Contractor

The Authority and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for the Authority hereunder and that Contractor shall perform such Work in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between the Authority and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of the Authority, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of the Authority in any manner whatsoever.

4. Term

4.1 Term.

Unless extended pursuant to Section 4.2 hereof, the Term of this Agreement shall begin on the Commencement Date and shall terminate, unless otherwise terminated in accordance with Section 8 of this Agreement, upon completion of the sale of all Available Equipment shown on Exhibit A-1 and Installed Equipment shown on Exhibit A-2. and the final payment by Contractor to the Authority in accordance with Article 3 hereof.

4.2 Term.

Unless otherwise terminated in accordance with the terms of this Agreement, the term of this Agreement shall be the reasonable amount of time necessary for the Contractor to disassemble, market, sell, and make payment to the Authority for all Equipment set forth in this Agreement, as may be amended by Change Order. Notwithstanding the foregoing, a “reasonable time” shall in no event be longer than 182 days from the Commencement Date (“Outside Date”), unless the Authority consents to an extension of time in writing, in a Change Order which specifically addresses time; or if the sale of any Installed Equipment defined is in the process of being marketed, brokered, sold and removed from the South Meadows Site in accordance with Contractor’s Operations Plan, the sale of that Equipment shall be completed. Otherwise, the Agreement shall automatically terminate..

5. Indemnification.

5.1 Contractor Indemnity.

To the fullest extent allowed by Applicable Laws, the Contractor shall at all times protect, defend, indemnify and hold harmless the Authority and its board of directors, officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, workers’ compensation payments, costs and expenses (including but not limited to attorneys’ fees) arising out of injuries to persons (including death), damage to property or other damages alleged to have been sustained by: (a) the Authority or any of its directors, officers, agents or employees, or (b) Contractor or any of its directors, officers, employees, agents or Subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or Subcontractors. Contractor further undertakes to reimburse the Authority for damage to property of the Authority caused by Contractor or any of its directors, officers, employees, agents or Subcontractors.

Contractor shall be liable for, and indemnify the Authority for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the performance

of the Work provided for in this Agreement by Contractor or its agents. The existence of insurance shall in no way limit the scope of indemnification under this section.

5.2 Contribution and Waiver.

To the fullest extent allowed by Applicable Laws, the Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against the Authority and/or any of its directors, officers, agents and employees, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, Subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

5.3 Scope.

For purposes of Subsections 5.1, and 5.2 above, (i) the term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, Subcontractors, representatives or partners, and (ii) the term the Authority shall mean and include the Authority and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.4 Survival.

The defense and indemnities contained in this Section 5 of this Agreement shall survive the cancellation, expiration, full or partial performance, or termination of this Agreement.

6. INSURANCE

6.1 Insurance

At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the Work performed by the Contractor and those for whom they are legally responsible.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Contractor during its performance of the Work.**

3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
 - d. For losses that arise from the insured facility (a Designated Facility). Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

6.2 Minimum Limits of Insurance

Contractor shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$1,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
5. Excess/Umbrella Liability:

- a. \$10,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.
6. Contractor's Pollution Liability with a limit of \$5,000,000 per loss/\$10,000,000 annual aggregate.
7. Professional liability: \$1,000,000 Each Occurrence with a limit of \$1,000,000.
8. Contractor's Property Insurance covering 100% the actual cash value of Contractor's equipment.

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Contractor shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Contractor is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. the Authority, and their respective subsidiaries, officials and employees are to be covered as additional insureds on a primary and non-contributing basis on the following insurance policies purchased by the Contractor:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Contractor's Pollution Liability
2. The Contractor agrees to notify the Authority at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to the Authority's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to the Authority, 300 Maxim Road, Hartford, Connecticut 06114.
3. The Contractor shall waive (and require their insurers and any subcontractor to waive) subrogation rights against the Authority for losses and damages incurred under the insurance policies required by this Agreement.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the state(s) or jurisdiction(s) where the Work is being performed, unless otherwise approved by the Authority.

(d) Verification of Coverage

Contractor shall furnish the Authority with a Certificate of Insurance evidencing the coverages required under this Agreement and policy endorsements acceptable to the Authority stating the Authority's additional insured status and waiver of subrogation as required by this Agreement. All certificates and policy endorsements are to be received and approved by the Authority before the Work commences. Contractor shall provide new Certificates of Insurance and policy endorsements upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Contractor shall either include all subcontractors as insureds under its insurance policies or shall require subcontractors to provide their own insurance subject to all of the requirements stated herein, including but not limited to the Authority as an additional insured on a primary and non-contributory basis and a waiver of subrogation in the Authority's favor.

7. Uncontrollable Circumstances.

7.1 General.

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its commercially reasonable efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof. For purposes of this agreement Uncontrollable circumstances means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the South Meadows Site, if such act, event or condition is beyond the reasonable control of the Authority or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply, including, but not limited to, an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, catastrophic storm, flood or similar occurrence, an act of war, terrorism, blockade, insurrection, riot, civil disturbance or similar occurrence.

7.2 Notice of Uncontrollable Circumstances.

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) the Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) its estimated duration and impact, if any, on the performance of any obligations under this Agreement;
- (c) the measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

8. Default and Termination; Remedies.

8.1 Contractor Default.

The occurrence of any of the following events shall constitute a “Contractor Default”:

- (a) Contractor fails to pay any sum when due hereunder, unless such default is cured within thirty (30) days after Contractor’s receipt of written notice thereof from the Authority, the Authority may terminate this Agreement by written notice to Contractor of such intention.
- (b) Contractor fails to provide constant daily Work as required by this Agreement which disrupts the continuous disassembly, marketing, brokerage, sale and removal of Equipment by Contractor as required hereunder and such default is not cured within thirty (30) days;
- (c) Contractor fails to maintain its insurance as required under Article 6 of this Agreement and such default is not cured within thirty (30) days;
- (d) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority, or any agreements with any subcontractor, that would have a material adverse effect on Contractor’s ability to perform the Work and such default is not cured within thirty (30) days;

- (e) Contractor fails to perform any other obligations or covenants under this Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from the Authority of such failure, provided that, subject to the prior approval of the Authority, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within any ninety (90) day period, regardless of whether such failures are cured within any applicable notice and cure period;
- (f) Contractor breaches any representation or warranty referenced herein, including, without limitation, any representations and warranties under Section 1.3.1 that would have a material adverse effect on Contractor's ability to perform the Work;
- (g) Contractor commits an Act of Bankruptcy;
- (h) Contractor fails to cure emergency situations immediately, but in no event more than twenty-four (24) hours after such emergency situation arises regardless of whether the Contractor receives notice of such emergency situation from the Authority. For purposes of this Agreement, emergency situations means anything that poises a risk to health, safety or to the environment; or
- (i) The Contractor fails to complete the entirety of the Work within the Outside Date as set forth in Section 4.2.

Upon the occurrence of a Contractor Default, the Authority shall have the right, but not the obligation, to (1) immediately cure such failure causing such disruption, and Contractor shall reimburse the Authority for any and all damages, including, but not limited to, attorney's fees, consultant cost and fees, surcharges or other fees and expenses incurred by the Authority in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from the Authority for such actual damages; (2) terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that the Authority may have against Contractor at law or in equity; and/or (3) seek to enforce the terms and covenants contained herein through specific performance or other such equitable relief as may be decreed or ordered or injunctive relief by a court of competent jurisdiction in addition to all other rights and remedies available at law, equity, or provided for in this Agreement.

All of the rights of the Authority hereunder shall be cumulative and may be exercised singly, together, or in such combination or order as the Authority may determine from time to time in its sole discretion. The exercise of any remedy hereunder shall not prohibit the exercise of other remedies available to the Authority under this Agreement or provided by law. The Authority's delay or failure to exercise any of its rights or powers contained herein shall not impair such rights or powers or be construed as a waiver of such remedies.

8.2 Compliance with Laws.

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its Subcontractors to, qualify under, and comply with any and all Applicable Laws now in force and which may hereafter, during the Term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

8.3 Termination Without Cause

During the Term provided in Section 4.2 hereof, the Authority may terminate this Agreement without cause on thirty (30) days' notice to Contractor provided that the sale of any Installed Equipment defined and in the process of being marketed, brokered, sold and removed from the South Meadows Site in accordance with Contractor's Operations Plan shall first be completed. This Agreement shall terminate upon completion of such sales and the final payment of Contractor and Authority Compensation in accordance with Article 3 hereof. The Contractor waives any other form of direct or consequential damages of any kind or nature.

8.4 Waiver of Consequential Damages.

The Contractor waives all consequential damages against the Authority. This waiver includes, but is not limited to: damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

9. MISCELLANEOUS

9.1 Entire Agreement

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

9.2 Governing Law

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

9.3 Assignment

This Agreement may not be assigned in whole or in part by the Contractor without the prior written consent of the Authority or such assignment shall be void. The Authority may assign this Agreement to another entity of the State of Connecticut or its successor.

9.4 No Waiver

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

9.5 Modification

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

9.6 Notices

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

(a) If to The Authority:

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114
Attention: President & CFO

(b) If to Contractor:

Attention: _____

9.7 Binding Effect

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

9.8 Severability

The Authority and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

9.9 Whistleblower Protection

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

9.10 Counterparts

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

10. Representations and Certifications

In signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below. For purposes of this Section 10 and all subsections hereof, "Contractor" and "Consultant" shall have the same meaning.

10.1 Non-Discrimination

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:

- I. 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 either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:



10.2 Small Business Application

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

10.3 Iran Energy Investment Certification.

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 cre-

ated 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.

10.4 Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

	has NOT entered into any consulting agreements in connection with this Agreement.
	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as Exhibit F .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

10.5 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, by signing this agreement, 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 Contractor makes the representations set forth in the Campaign Contribution Certifi-

cation (OPM Form 1) attached hereto as Exhibit E.

10.6 Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor 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;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

10.7 The Authority'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 this agreement, the authorized signatory of The Authority represents 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

MIRA DISSOLUTION AUTHORITY

By: _____
Mark T. Daley
Its President & CFO
Duly Authorized

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

[Signature page of AGREEMENT FOR REMOVAL OF AVAILABLE EQUIPMENT AND
INSTALLED EQUIPMENT LOCATED AT THE HARTFORD CONNECTICUT SOUTH
MEADOWS SITE]

Attachment 6

**RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS
EXTENDING THE AUTHORITY'S PUBLIC OFFICIALS LIABILITY INSURANCE POLICY**

WHEREAS, The MIRA Dissolution Authority (the "Authority") was established pursuant to Public Act 23-170 (the "Act") effective July 1, 2023 as successor to the Materials Innovation and Recycling Authority whereupon it became obligated to wind down the Authority's operations and activities in an orderly and responsible manner; and

WHEREAS, Pursuant to the "Act", the Authority's underlying statutory authority is repealed and the Department of Administrative Services becomes the Authority's successor effective July 1, 2025; and

WHEREAS, The Authority has secured \$5 million primary and \$5 million excess Public Officials Liability Insurance policies on a claims made basis through July 1, 2025 with an Extended Reporting Period of 75 days following July 1, 2025 which policies will not be renewed under the Authority's circumstances; and

WHEREAS, It is in the Authority's best interest to secure an Additional Extended Reporting Period for such policies that more closely align with the timelines for submission of claims by third parties; and

WHEREAS, The Authority's insurance broker (Brown and Brown) has secured quotes for Additional Extended Reporting Periods of up to six years from July 1, 2025; and

WHEREAS, The Additional Extended Reporting Period of six years from July 1, 2025 more closely align with the timelines for submission of claims by third parties.

NOW THEREFORE, be it

RESOLVED: That the President is authorized to bind an Additional Extended Reporting Period of six years on the Authority's \$5 million primary and \$5 million excess Public Officials Liability Insurance policies at a cost not to exceed \$195,000.

FURTHER RESOLVED: That the President is authorized to draw up to \$195,000 from the Authority's CSWS Legal Reserve to fund such Additional Extended Reporting Period.

PROCEDURAL REQUIREMENTS (Public Officials Extension)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington			X		
Matthew M. Dayton	X		X		
David S. Steuber		X	X		
William P. Beccaro			X		

Board Requirements:

- Quorum – 6 Directors
- 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)
 - Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - Settlement Exception (Procurement Policy Section 3.1.2.7)
 - Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 - David Barkin					
4 - Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 - Michael Walsh					
8 - John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

Attachment 7

RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

APPROVING THE FISCAL YEAR 2026 AUTHORITY BUDGET

WHEREAS, Pursuant to Public Act 23-170 (the "Act"), the underlying statutory authority of the MIRA Dissolution Authority ("Authority") is repealed and the Department of Administrative Services becomes the Authority's successor and is empowered to continue the Authority's unfinished business effective July 1, 2025; and

WHEREAS, Pursuant to the Authority's Master Schedule and Plan for the Orderly Wind Down Activities of the MIRA Dissolution Authority, the Authority has sought to identify and enable Future Operators, which may be DAS or third parties, to take over operation of Connecticut Solid Waste System (CSWS) Transfer Stations located in the City of Torrington and Town of Essex ("Transfer Stations"); and

WHEREAS, The Authority is contractually obligated to adopt Disposal Fees for its CSWS Participating Municipalities using such Transfer Stations on or before February 28, 2025, which fees will be assessed by such Future Operators of the Transfer Stations for the period which begins July 1, 2025 and ends June 30, 2026; and

WHEREAS, such Disposal Fees are to reflect the net cost of operation of the CSWS as defined in the Municipal Service Agreements ("MSAs") between CSWS Participating Municipalities and the Authority, which net cost of operation includes a properly allocable share of the Authority's general administrative expenses commonly known as the "Authority Budget"; and

WHEREAS, in order for the Authority to progress timely with the establishment of Disposal Fees for the CSWS it is necessary for the Authority to adopt the Authority Budget for Fiscal Year 2026 at this time including the budget for personnel and non-personnel services that comprise the Authority's general administrative expenses and the amounts thereof that are properly allocable to Authority projects and divisions including the CSWS, Property Division and Landfill Division; and

WHEREAS, Pursuant to the Act and subsections (a) to (d), inclusive, and subsection (f) of section 4-38d and section 4-38e of the general statutes:

- Any order or regulation of the Authority continues in full force and effect under DAS;
- DAS is substituted for the Authority in any action or proceeding involving the Authority;
- Any contract, right of action or matter undertaken or commenced by the Authority may be conducted and completed by DAS in the same manner as the Authority;
- All records and property used by the Authority are to be provided to DAS; and

WHEREAS, the Authority desires to adopt Fiscal Year 2026 budgets at this time in order to enable and provide maximum flexibility to DAS in its assumption, continuance and future disposition of Authority business as provided in such public act and referenced statutes.

NOW THEREFORE, be it

RESOLVED: That the Fiscal Year 2026 MIRA Dissolution Authority Operating Budget attached hereto as Exhibit A be adopted substantially in the form as presented and discussed at this meeting.

PROCEDURAL REQUIREMENTS (ADOPTION OF FY26 AUTHORITY BUDGET)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington					
Matthew M. Dayton					
David S. Steuber					
William P. Beccaro					

Board Requirements:

- Quorum – 6 Directors
- 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)
 - Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - Settlement Exception (Procurement Policy Section 3.1.2.7)
 - Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – David Barkin					
4 – Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					



DISSOLUTION AUTHORITY - DRAFT 1 PROPOSED FY26 AUTHORITY BUDGET

February 19, 2025 Board of Directors Meeting

Total Personnel Services Budget

Total Authority Budget

	FY 2024 Actual	FY 2025 Adopted	FY 2026 Proposed	FY 2026 Proposed Increase or (Decrease) From			
				FY 2024 Actual		FY 2025 Adopted	
				\$	%	\$	%
Personnel Services							
Charged Direct to Projects	\$ 1,021,423	\$ 1,122,523	\$ 1,190,729	\$ 169,306	16.6%	\$ 68,206	6.1%
Indirect via Authority Budget	\$ 1,022,976	\$ 1,062,289	\$ 1,081,697	\$ 58,721	5.7%	\$ 19,408	1.8%
Total	\$ 2,044,399	\$ 2,184,812	\$ 2,272,426	\$ 228,027	11.2%	\$ 87,614	4.0%
Authority Budget							
Indirect Personnel Services	\$ 1,022,976	\$ 1,062,289	\$ 1,081,697	\$ 58,721	5.7%	\$ 19,408	1.8%
Non Personnel Services	\$ 504,794	\$ 647,211	\$ 681,716	\$ 176,922	35.0%	\$ 34,505	5.3%
Total	\$ 1,527,770	\$ 1,709,500	\$ 1,763,413	\$ 235,643	15.4%	\$ 53,913	3.2%
Combined Personnel and Non Personnel Services	\$ 2,549,193	\$ 2,832,023	\$ 2,954,142	\$ 404,950	15.9%	\$ 122,119	4.3%

Note - The MIRA Dissolution Authority is currently scheduled to shut down June 30, 2025. FY 2026 draft budgets are being prepared for potential allocation to and use by the Authority's successors. See Master Wind Down Schedule and Plan for FY 2026 Budget Development.

Personnel Services

The FY 2026 total DRAFT proposed Personnel Services budget of \$2,272,426 reflects the completed transition from Waste to Energy to transfer operations. The draft Personnel Services budget funds a total of 14 Authority positions which is no change from the FY 2025 adopted budget. This is complimented by temporary employee funding in the Non Personnel Services budget. The DRAFT proposed Personnel Services budget reflects a 11.2% increase in comparison to FY 2024 actual audited Personnel Services and a 4.0% increase from the FY 2025 adopted budget for Personnel Services. The budget funds all salary, salary related and benefits for all budgeted MIRA positions as shown on Exhibit A-1. Review with the Human Resources Committee is pending

Medical benefit costs are budgeted based on current actual premiums effective through June 30, 2025 plus escalation of 6.5% applied for FY 2026. Dental, vision and life / ADD are also based on current premiums plus escalation of 6.5%. There is no proposed increase in current employee cost shares for medical and dental. Employee cost shares are subject to review during open enrollment.

The Personnel Services budget is segregated between positions allocated direct to projects and divisions and indirect positions allocated through the Authority Budget. Direct allocation is used when positions are dedicated in whole or part to a specific project / function (CSWS scale operator positions being a good example). Indirect allocations are used when positions serve all projects and divisions (finance and accounting positions being a good example). In the DRAFT budget, there are 6.14 Full Time Equivalent positions ("FTEs") allocated direct to the CSWS, 2.3 FTEs allocated direct to the Property Division and 0.21 allocated direct to the Landfill Division. The remaining 5.35 FTEs represent indirect positions allocated through the Authority Budget. This reflects a current updated review of workload requirements conducted by management.

Authority Budget

The "Authority Budget" comprises the indirect portion of the Personnel Services budget described above and all Non Personnel Services not directly associated with a specific project or division. Non Personnel Services include such expenses as corporate office services in lieu of rent, office supplies, postage and printing, insurance, brokerage, legal, information technology and consulting. The draft FY 2026 Non Personnel Services budget of \$681,716 reflects a 35.0% increase from FY 2024 actual audited expenses and a 5.3% increase from the adopted FY 2025 budget. See Exhibit A-2 for the breakdown of Non Personnel Services which has been developed to reflect FY 2026 requested spending. The total proposed Authority Budget for FY 2026 is \$1,763,413 which represents a 15.4% increase from FY 2024 actual expenses and a 3.2% increase from the FY 2025 budget. See Exhibits A-3 and A-4 for the DRAFT allocation of the Authority Budget and direct Personnel Services to the CSWS, Property and Landfill divisions. This allocation has been reviewed and modified to consider the updated workload review noted above and a current count of financial transactions among the CSWS, Property and Landfill divisions.

The FY 2026 proposed combined personnel and non-personnel services of \$2,954,142 reflects a 15.9% increase in comparison to FY 2024 actual expenses and also a 4.3% increase in comparison to the adopted FY 2025 budget.

EXHIBIT A-1
MIRA DISSOLUTION AUTHORITY
PROPOSED AUTHORITY BUDGET FY 2026
TOTAL PERSONNEL SERVICE BUDGET

Total Personnel Services	FY25 Adopted	FY26 Proposed	Difference	% Inc/Dec
Labor Related Payroll				
Regular Payroll	\$ 1,529,043	\$ 1,591,310	\$ 62,267	4.07%
Merit / General Pool Increases	\$ -	\$ -	\$ -	100.00%
Unassigned MPA Adjustments	\$ -	\$ -	\$ -	100.00%
Overtime Payroll (Based upon prior year)	\$ 30,000	\$ 30,000	\$ -	0.00%
Total Labor	\$ 1,559,043	\$ 1,621,310	\$ 62,267	3.99%
Labor Related Payroll Taxes				
Medicare Tax	\$ 22,171	\$ 23,074	\$ 903	4.07%
Social Security	\$ 93,777	\$ 95,284	\$ 1,507	1.61%
CT Unemployment Compensation	\$ 3,990	\$ 14,000	\$ 10,010	250.88%
Total Payroll Tax	\$ 119,938	\$ 132,358	\$ 12,420	10.36%
Subtotal Labor Costs	\$ 1,678,981	\$ 1,753,669	\$ 74,687	4.45%
Employee Benefits				
Medical & Dental*	\$ 305,086	\$ 313,169	\$ 8,083	2.65%
Life and Disability*	\$ 20,771	\$ 20,479	\$ (293)	-1.41%
Vision*	\$ 2,764	\$ 2,764	\$ -	0.00%
Medical Opt-out	\$ 7,936	\$ 7,936	\$ -	0.00%
Total Health Benefits Costs	\$ 336,558	\$ 344,348	\$ 7,790	2.31%
Employee Medical & Dental Contributions*	\$ (28,882)	\$ (29,972)	\$ (1,090)	3.77%
Net Health Benefits Costs	\$ 307,677	\$ 314,377	\$ 6,700	2.18%
401-K Contribution (Regular Salary)	\$ 152,904	\$ 159,131	\$ 6,227	4.07%
Subtotal Employee Benefits Costs	\$ 460,581	\$ 473,508	\$ 12,927	2.81%
Wellness	\$ 5,250	\$ 5,250	\$ -	0.00%
Other Benefit-Related Costs				
Other Benefits	\$ 2,000	\$ 2,000	\$ -	0.00%
401(k) Consultant	\$ 14,000	\$ 14,000	\$ -	0.00%
Benefits Administration/Brokerage	\$ 24,000	\$ 24,000	\$ -	0.00%
Subtotal Other Benefit-Related Costs	\$ 40,000	\$ 40,000	\$ -	0.00%
TOTAL PERSONNEL SERVICES	\$ 2,184,812	\$ 2,272,426	\$ 87,614	4.01%

HISTORICAL COMPARISON - BUDGET VERSUS ACTUAL

Fiscal Year	Budget		Actual		Difference Amount
	Adopted	Inc/Dec	Amount	Inc/Dec	
FY19	\$ 4,500,781		\$ 4,243,799		\$ (256,982)
FY20	\$ 4,398,267	-2.28%	\$ 4,220,058	-0.56%	\$ (178,209)
FY21	\$ 4,296,850	-2.31%	\$ 4,041,526	-4.23%	\$ (255,324)
FY22	\$ 4,136,510	-3.73%	\$ 3,697,111	-8.52%	\$ (439,399)
FY23	\$ 3,264,170	-21.09%	\$ 2,690,269	-27.23%	\$ (573,901)
FY24	\$ 2,118,855	-35.09%	\$ 2,044,399	-24.01%	\$ (74,456)
Total	\$ 22,715,433		\$ 20,937,162		\$ (1,778,271)

MIRA / DISSOLUTION AUTHORITY
FY22 - FY26 Personnel Services Expenses

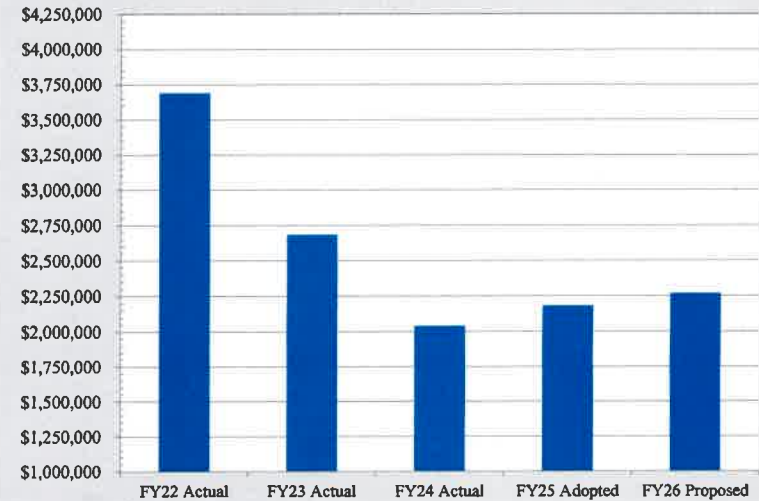


EXHIBIT A-2
MIRA DISSOLUTION AUTHORITY
PROPOSED AUTHORITY BUDGET FY 2026
TOTAL NON PERSONNEL SERVICES BUDGET

Description	ACTUAL FY24	ADOPTED FY25	PROPOSED FY26	Change From	
				FY 2024 Actual	FY 2025 Adopted
NON-PERSONNEL SERVICES					
Postage and Delivery Fees	\$ 2,044	\$ 7,600	\$ 6,000	\$ 3,956	\$ (1,600)
Telecommunications	\$ 26,064	\$ 29,250	\$ 30,100	\$ 4,036	\$ 850
Copier Use and Maintenance	\$ 1,575	\$ 3,000	\$ 3,000	\$ 1,425	\$ -
Printing Services	\$ 293	\$ 1,000	\$ 800	\$ 507	\$ (200)
Advertising - Legal Notices/Recruitment	\$ -	\$ 3,250	\$ 3,250	\$ 3,250	\$ -
Office Supplies	\$ 1,476	\$ 3,400	\$ 3,000	\$ 1,524	\$ (400)
Protect Clothing/Safety Equipment (F)	\$ -	\$ 500	\$ 500	\$ 500	\$ -
Miscellaneous Services	\$ 2,078	\$ 1,200	\$ 1,200	\$ (878)	\$ -
Subscript/Publ/Ref. Material	\$ 2,595	\$ 2,800	\$ 2,800	\$ 205	\$ -
Dues-Professional Organizations	\$ 2,240	\$ 2,973	\$ 2,973	\$ 733	\$ -
Business Meetings and Travel	\$ 75	\$ 2,400	\$ 2,400	\$ 2,325	\$ -
Training	\$ -	\$ 775	\$ 775	\$ 775	\$ -
Payroll Software Services	\$ 12,200	\$ 12,000	\$ 12,500	\$ 300	\$ 500
Record Retention Services	\$ 8,345	\$ 12,000	\$ 12,000	\$ 3,656	\$ -
Mileage Reimbursement	\$ 48	\$ 2,000	\$ 1,500	\$ 1,452	\$ (500)
Vehicle Repair/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment Service	\$ -	\$ -	\$ -	\$ -	\$ -
Building Operations	\$ 21,840	\$ 43,290	\$ 40,890	\$ 19,050	\$ (2,400)
Other Utilities (headquarters)	\$ -	\$ 34,650	\$ 34,650	\$ 34,650	\$ -
Insurance Claims/Losses	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Building Office Rent	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Agency Services	\$ 30,825	\$ 60,000	\$ 60,000	\$ 29,175	\$ -
Insurance Premiums	\$ 184,749	\$ 202,568	\$ 202,568	\$ 17,819	\$ -
Information Technology Consultant	\$ 528	\$ 5,950	\$ 5,950	\$ 5,422	\$ -
Information Technology Maintenance	\$ 65,275	\$ 43,000	\$ 84,105	\$ 18,830	\$ 41,105
Legal Fees	\$ 80,873	\$ 65,000	\$ 70,000	\$ (10,873)	\$ 5,000
Auditor	\$ 46,000	\$ 53,000	\$ 48,000	\$ 2,000	\$ (5,000)
Insurance Consulting/Brokerage Services	\$ 14,210	\$ 21,355	\$ 21,355	\$ 7,145	\$ -
Other Consulting Services (Eng., Tech. & General)	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Computer Hardware	\$ 1,462	\$ 3,000	\$ 3,000	\$ 1,538	\$ -
Computer Software	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ -
Debt Service - Principal (F)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee / Bank Fees	\$ -	\$ 11,250	\$ 5,000	\$ 5,000	\$ (6,250)
Operational Contingency	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
Subtotal Non-Personnel Services	\$ 504,794	\$ 647,211	\$ 681,716	\$ 176,922	\$ 34,505

Summary Non Personnel Services	FY 24 Actual	FY 25 Adopted	FY 26 Proposed	Change from	
				FY 2024	FY 2025
Office Rent / Service	\$ 21,840	\$ 77,940	\$ 75,540	\$ 53,700	\$ (2,400)
Insurance & Brokerage	\$ 198,959	\$ 223,923	\$ 223,923	\$ 24,964	\$ -
Professional Services	\$ 126,873	\$ 123,000	\$ 123,000	\$ (3,873)	\$ -
IT / Telecom	\$ 93,329	\$ 84,200	\$ 126,155	\$ 32,826	\$ 41,955
Other	\$ 63,792	\$ 138,148	\$ 133,098	\$ 69,306	\$ (5,050)
Total	\$ 504,794	\$ 647,211	\$ 681,716	\$ 176,922	\$ 34,505

**EXHIBIT A-3
MIRA DISSOLUTION AUTHORITY
DIRECT AND INDIRECT (AUTHORITY BUDGET) EXPENSE ALLOCATION METHODOLOGY**

FY2026 PROPOSED BUDGET

#	Title	Direct Personnel Services Charges to Divisions			Authority Indirect
		CSWS	Property	Landfill	
1	President & CFO				100%
2	Director, Recycling and Enforcement	50%	20%		30%
3	Manager of Engineering, Const.	25%	45%	15%	15%
4	Environmental Compliance Manager	2%	73%		25%
5	Lead Scale Operator / Enforcement	50%	50%		
6	Scale / Enforcement Specialist	100%			
7	Scale / Enforcement Specialist	100%			
8	Scale / Enforcement Specialist	100%			
9	Scale / Enforcement Specialist	100%			
10	Comptroller				100%
11	Supply Chain Manager				100%
12	Lead General Accountant	62%	32%	6%	
13	Accounting Specialist	5%	5%		90%
14	IT Manager	20%	5%		75%
	Total Full Time Equivalent	6.14	2.30	0.21	5.35

Benchmark	Indirect Personnel and Non-Personnel Services Charge from "Authority Budget"			Total
	CSWS	Property	Landfill	
Financial Transaction Counts FY 25 Est.	842	891	170	1,903
Percentage	44.2%	46.8%	8.9%	100%
Weighting	50.0%	50.0%	50.0%	50%
Adjusted Weighting	22.1%	23.4%	4.5%	50%
Full Time Equivalents FY 25 Budget	6.14	2.30	0.21	8.65
Percentage	71.0%	26.6%	2.4%	100%
Weighting	50.0%	50.0%	50.0%	50%
Adjusted Weighting	35.5%	13.3%	1.2%	50%
Cumulative Weighting	100.00%	100.00%	100.00%	100.00%
Total Adjusted Weighting	57.614%	36.705%	5.681%	100.000%

EXHIBIT A-4
MIRA DISSOLUTION AUTHORITY
PROPOSED AUTHORITY BUDGET FY 2026
ALLOCATION OF AUTHORITY BUDGET & DIRECT PERSONNEL SERVICES

Total Authority Budget \$ 1,763,413

Project / Division	Indirect Allocation Benchmarked Percent	Authority Budget Allocation
Landfill Division	5.681%	\$ 100,171
Property Division	36.705%	\$ 647,264
CSWS	57.614%	\$ 1,015,978
Total Authority Budget	100.000%	\$ 1,763,413

Total Direct Personnel Services \$ 1,190,729

Project / Division	Direct Personnel Service Allocation	
	Full Time Equivalents	FY 2025 Budget
Landfill Division	0.19	\$ 41,953
Property Division	2.20	\$ 419,910
CSWS	6.14	\$ 728,866
Total Direct Personnel Services	8.53	\$ 1,190,729

Combined Authority Budget and Direct Personnel Services \$ 2,954,142

Project / Division	Overall Allocation Percent	Total Allocated Cost
Landfill Division	4.81%	\$ 142,124
Property Division	36.12%	\$ 1,067,175
CSWS	59.06%	\$ 1,744,844
Total Combined Authority Budget & Direct Personnel Services	100.00%	\$ 2,954,142

Attachment 8

RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

APPROVING THE FISCAL YEAR 2026 PROPERTY DIVISION BUDGET

WHEREAS, Pursuant to Public Act 23-170 (the "Act"), the underlying statutory authority of the MIRA Dissolution Authority ("Authority") is repealed and the Department of Administrative Services ("DAS") becomes the Authority's successor and is empowered to continue its unfinished business effective July 1, 2025; and

WHEREAS, Pursuant to the Authority's Master Schedule and Plan for the Orderly Wind Down Activities of the MIRA Dissolution Authority, the Authority has documented planning and operational matters concerning the site of the now closed Resource Recovery Facility in the South Meadows Section of Hartford including:

- The Verification Report concerning the South Meadows Site remediation to commercial / industrial standards;
- The South Meadows Redevelopment Considerations Study;
- The Resource Recovery Facility Closure Plan;
- Major Salvage Operations;
- Additional Operating Plans concerning Water Management, Engineered Control Inspections, Fire, Safety and Security, Structural Inspections, Routine Facility Maintenance, Site Energy and Other Utilities; and

WHEREAS, The Authority's sale of real and personal property pursuant to the Act limits the activities funded through the Authority's Property Division primarily to those conducted at its South Meadows Site; and

WHEREAS, Pursuant to the Act and subsections (a) to (d), inclusive, and subsection (f) of section 4-38d and section 4-38e of the general statutes:

- Any order or regulation of the Authority continues in full force and effect under DAS;
- DAS is substituted for the Authority in any action or proceeding involving the Authority;
- Any contract, right of action or matter undertaken or commenced by the Authority may be conducted and completed by DAS in the same manner as the Authority;
- All records and property used by the Authority are to be provided to DAS; and

WHEREAS, Any future Payment in Lieu of Tax to the City of Hartford following DAS succeeding the Authority shall be subject to further consideration by the State; and

WHEREAS, the Authority desires to adopt Fiscal Year 2026 budgets at this time in order to enable and provide maximum flexibility to DAS in its assumption and continuance of Authority business as provided in such public act and referenced statutes.

NOW THEREFORE, be it

RESOLVED: That the Fiscal Year 2026 Property Division Operating Budget attached hereto as Exhibit A be adopted substantially in the form as presented and discussed at this meeting.

PROCEDURAL REQUIREMENTS (ADOPTION OF FY26 PROPERTY DIVISION BUDGET)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington					
Matthew M. Dayton					
David S. Steuber					
William P. Beccaro					

Board Requirements:

- Quorum – 6 Directors
- 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)
 - Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - Settlement Exception (Procurement Policy Section 3.1.2.7)
 - Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – David Barkin					
4 – Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

MIRA DISSOLUTION AUTHORITY

BOARD OF DIRECTORS MEETING – FEBRUARY 19, 2025

DRAFT Proposed Fiscal Year 2026 Property Division Budget

- ▶ Developed in Context of Wind Down
 - ▶ Summary Activities Funded
- ▶ FY 2026 Proposed Operating Revenues
- ▶ FY 2026 Proposed Operating Expenses
 - ▶ FY 2026 Proposed Use of Reserve



Context of Wind Down

2

- Adopting the FY 2026 Property Division Budget Empowers DAS as the Authority's Designated Successor to Move Forward with Proper Operation and Maintenance of the South Meadows Site Pending a Subsequent Change in its Disposition and/or Use.
- Section 15 of Public Act 23-170 – “(Effective July 1, 2025) The Department of Administrative Services shall constitute a successor agency to the MIRA Dissolution Authority in accordance with the provisions of subsections (a) to (d), inclusive, and subsection (f) of section 4-38d and section 4-38e of the general statutes.
- Section 4-38d of the General Statutes:
 - “(a) Continuity of authority - A department, institution, agency or authority to which functions, powers or duties are assigned or transferred under the provisions of any act of the General Assembly shall constitute a successor as to such matters and not a grant of new authority.”
 - “(d) Completion of unfinished business - Any contract, right of action or matter undertaken or commenced by any department, institution or agency, or any division thereof, the functions, powers or duties of which are so assigned or transferred, may be conducted and completed by its successor in the same manner and under the same terms and conditions and with the same effect as if undertaken or commenced and conducted and completed by the department, institution or agency, the functions, powers and duties of which are so assigned or transferred.”

Context of Wind Down

3

- Master Schedule And Plan for the Orderly Wind Down Activities of The MIRA Dissolution Authority .
- FY26 budgets will be developed by the Authority in coordination with DAS and the Future Operators from September 2024 through February 2025 (prior to the Succession Date). An overall budget for the CSWS will be developed in compliance with the Municipal Service Agreements but then allocated to the Torrington and Essex Transfer Stations. By the end of February 2025, the Authority will notify Municipal and Hauler customers of the CSWS tip fees set for FY26. Future Operators of the Transfer Stations may administer adopted CSWS budgets as allocated to each Transfer Station effective July 1, 2025 or as modified moving forward. DAS may administer adopted budgets for the Property Division, Landfill Division and Authority Budget (Non Personnel Services) or as modified moving forward.

Summary Activities Funded

4

- The Sale of Surplus Real Property has Focused the Property Division Budget Primarily on Operation and Maintenance of the South Meadows Site.
 - South Meadows Site (Resource Recovery and Jet Turbine Facility) O&M only:
 - Excludes “Closure Plan” work (updated budget and use of reserve pending plan approval)
 - Excludes “South Meadows Redevelopment Considerations Study” (budget and use of reserve established)
 - Excludes Updating “Verification Report” Concerning South Meadows Remediation (Funded through “Exit Strategy” Contract)
 - Excludes “Available Equipment” sales and “Major Salvage Operations” (RFP results pending)
 - Surplus Real Property Sold and no Longer Budgeted:
 - 211 Murphy Road (Sale Closed)
 - 171 Murphy Road (Sale Closed)
 - Watertown Transfer Station (Sale Closed)
 - Ellington Transfer Station (Closing Pending Parcel Separation)
 - Golf Center (Pending Appraisal Review)
- Partially Supported by Ongoing Lease and Other Revenue
 - Wheelabrator, Billboard, Interest Income
- Otherwise Supported by Drawdown of Reserves:
 - FY 2026 budgeted draw down of \$1,723,500 benefits
 - Hartford PILOT
 - South Meadows Site O&M

FY 2026 Proposed Operating Revenue

5

- Real and Personal Property Sales:

- No Further Real Property Sales (Unless Otherwise Pending) - \$0
- "Available Equipment" Sales Pending Equipment Broker RFP Results - \$0
- "Installed Equipment" Sales Pending Salvage Contractor RFP Results- \$0
- Other Sales - \$0
- **Note – Available and Installed Equipment net sales revenue not budgeted due to indeterminable revenues. Property Division budget resolution to propose dedicating such sales revenue to the South Meadows Transition Contingency Reserve.**

- Lease Income:

- Wheelabrator Lease - \$ 556,758
 - Annual for 5 year renewal term commencing 7/1/2024
- Jets Billboard - \$ 80,000
- Total Lease Income - \$ 636,758

- Interest Income

- 3.75% on \$40 million - \$1,500,000

- Total Operating Revenue - \$2,136,758

FY 2026 Proposed Operating Expenses

6

- Personnel Services Allocations

- From the Authority Budget - \$ 397,039
- Direct Personnel Services - \$ 419,910
- Total Personnel Services - \$ 816,949

- Developed Through Legacy Authority Business Model to Include salary, taxes, 401k and medical:

From Authority Budget	Direct Allocated	Title	Employee
36.7%	0.0%	President & CFO	Daley, Mark
30.0%	20.0%	Director, Recycling and Enforcement	Gaffey, Tom
15.0%	45.0%	Manager of Engineering, Constr & Power Asse	Bodendorf, David
25.0%	73.0%	Environmental Compliance Manager	Shepard, Chris
0.0%	50.0%	Scale / Enforcement Specialist II	Jerome, Alan
0.0%	0.0%	Scale / Enforcement Specialist	Deegan, Mollie
0.0%	0.0%	Scale / Enforcement Specialist	Reed, Matthew
0.0%	0.0%	Scale / Enforcement Specialist	Montanez, Sharon
0.0%	0.0%	Scale / Enforcement Specialist	Bouck, Eric
100.0%	0.0%	Comptroller	Kaminsky, Cheryl
100.0%	0.0%	Supply Chain Manager	Guzowski, Roger
0.0%	32.0%	Lead General Accountant	Dillon, Barbara
90.0%	5.0%	Accounting Specialist	Rice, Stephannie
75.0%	5.0%	IT Manager	May, Chris

- DAS staffing determinations may result in budget reallocations

FY 2026 Proposed Operating Expenses

7

• Non Personnel Services -		\$380,044
○ From the Authority Budget -	\$ 250,225	
○ Direct Non Personnel Services -	\$ 129,819	
• Railroad Maintenance -		\$ 41,000
○ AJ Belliveau Contract Expires 6/30/25		
○ Need to eliminate maintenance requirement or secure new contract		
• City of Hartford PILOT -		\$ 922,000
○ Estimated reduction reflecting sale of Murphy Road properties		
○ Future PILOT payments following DAS succession subject to further State consideration		
• South Meadows Site O&M -		\$1,660,715
○ Electricity - \$450,000		
○ Other Utilities - \$512,190		
○ Perimeter / Site Security - \$213,500		
○ All other expenses – 485,025		
• Jets Shut Down Expense -		\$ 35,350
• Total Operating Expenses -		\$3,860,258*

*See Exhibit A for Detail Operating Expenses

FY 2026 Proposed Use of Reserves

8

- Total Operating Revenue - \$2,136,758
- Total Operating Expense - \$3,860,258
- Authorized Use of Property Division General Fund - \$1,723,500

- Next Steps:
 - DAS and Authority Personnel will meet December 12, 2024
 - DAS Facilities and Security Leadership will Attend
 - To include In Person Conference Followed by Site Tour
 - Request for Board Approval of Property Division Budget will not be Made at December 11, 2024 Board Meeting

EXHIBIT A - PROPERTY DIVISION EXPENDITURE DETAILS (DRAFT)

ACCOUNT	DESCRIPTION	ACTUAL FY24	BUDGETED FY25	REQUEST FY26	YTD (12/31)* FY25
	Advertising - Legal Notices		\$ 6,500	\$ 6,500	\$ 224
35-001-501-52115	Business Meeting & Travel	\$ 4.00	\$ 100	\$ 100	\$ 1
35-001-501-52305	Mileage Reimbursement	\$ 794.32	\$ -	\$ -	\$ 7
35-001-501-52355	Fees/Licenses/Permits	\$ 240.00			
35-001-501-52502	Assessments	\$ 2,000,000.00		\$ -	\$ -
35-001-501-52504	Temporary Services				
35-001-501-52615	Legal	\$ 23,699.10	\$ 10,000	\$ 10,000	\$ 1,370
35-001-501-52856	Insurance Premium	\$ 98,140	\$ 188,875	\$ 103,568	\$ 186,422
35-001-501-52640	Insurance Consulting/Brokerage Service	\$ 7,140.00	\$ 19,912	\$ 9,651	
35-001-501-52875	Other Consulting Services	\$ 24,220.00	\$ 1,000	\$ -	\$ 654,750
35-001-501-52899		\$ 2,154,237	\$ 226,387	\$ 129,819	\$ 842,775
35-001-501-xxxxx	MIRA-DA Non-Personnel Services				
		\$ 37,300	\$ 41,000	\$ 41,000	\$ 9,800
35-001-501-52408	Railroad Maintenance				
		\$ 1,500,000.00	\$ 1,500,000	\$ 922,000	\$ 750,000
35-001-501-52507	City of Hartford PILOT				
South Meadows Site (incl WPF/PBF/Jets shop & Grounds)					
	Webcam internet		\$ -	\$ 4,200	
	Routine Telecomm		\$ -	\$ -	
	Transition cost to rewire lienes in elevators to outside not control room		\$ 2,500	\$ 0	
	Phone lines for elevators - after rewiring	\$ 3,051.00	\$ 2,500	\$ 4,200	\$ 2,014
35-001-518-52104	Telecommunications		\$ 1,000	\$ 6,000	
	HVAC maintenance		\$ -	\$ -	
	Pest control		\$ -	\$ -	
	Custodial Cleaning		\$ 2,000	\$ 2,400	
	Security/Access Control		\$ -	\$ 1,000	
	Maintenance of security alarm system		\$ 3,500	\$ 3,500	
	Maintenance of fire alarm system				

EXHIBIT A - PROPERTY DIVISION EXPENDITURE DETAILS (DRAFT)

ACCOUNT	DESCRIPTION	ACTUAL FY24	BUDGETED FY25	REQUEST FY26	YTD (12/31)* FY25
	Maintenance of fire control system (sprinklers, extinguishers, etc.)		\$ -	\$ 3,000	
	Lighting/Emergency lighting		\$ 10,000	\$ 8,000	
	Elevator maintenance and repair		\$ 10,000	\$ 6,000	
	Building signage, lockout-tagout, and other building-specific safety				
	Roof inspection &/or repairs		\$ 3,000	\$ 3,000	
	Door/window repair		\$ 2,000	\$ 2,000	
	Flooring repair		\$ -	\$ -	
	Catch basin cleaning		\$ -	\$ -	
	Misc trade repairs (plumbine, electrical, etc.)		\$ 10,000	\$ 10,000	
	Air compressor maintenance for fire suppression system		\$ -	\$ -	
	Universal waste disposal (lighting, batteries, etc.)		\$ 1,500	\$ 1,500	
	Backflow preventer maintenance		\$ 4,000	\$ 4,000	
	Maintenance of Stack Lights (2 stacks)	NA	NA	\$ 5,000	
	Replace/repair sump pumps in the PBF	NA	NA	\$ 22,500	
	Replace pH analyzer and probe	NA	NA	\$ 8,000	
	First Aid kits		\$ 1,000	\$ -	
	Misc Hardware (locks, supplies, etc.)		\$ 5,000	\$ 5,000	
		\$ 70,468.80	\$ 53,000	\$ 90,900	\$ 20,332
35-001-518-52404	Building Operations		\$ 25,000	\$ 15,000	
	Mowing, trimming, etc.		\$ 15,000	\$ 15,000	
	Snow Removal		\$ -	\$ 8,000	
	Paving repair & maintenance				
		\$ 22,212.10	\$ 40,000	\$ 38,000	\$ 3,126
35-001-518-52415	Grounds Maintenance		\$ 165,000	\$ 181,500	
<i>fmr othr consulting</i>	Security Patrol (USI Labor)	\$ 149,990.75	\$ 5,000	\$ 5,000	
<i>fmr othr consulting</i>	Security vehicle - use of MIRA-DA vehicle repair and fuel		\$ -	\$ 5,000	
	Video Camera Repairs/Hardware (non-IT/telecomm costs)		\$ -	\$ 5,000	
	Access Gates routine maintenance and repair		\$ 10,000	\$ 15,000	
<i>fmr grounds maint.</i>	Perimeter Fence Repair	\$ 7,057.10		\$ 2,000	
	Perimeter/Grounds Signage				
		NA	\$ 180,000	\$ 213,500	NA
35-001-518-XXXX	Perimeter/Site Security and Signage				

EXHIBIT A - PROPERTY DIVISION EXPENDITURE DETAILS (DRAFT)

ACCOUNT	DESCRIPTION	ACTUAL FY24	BUDGETED FY25	REQUEST FY26	YTD (12/31)* FY25
	Scale Calibration and Maintenance (ash loadout scale)		\$ 8,100	\$ 8,100	
	Radiation Detection Inspection and Maintenance		\$ -	\$ -	
	Fire Tank Inspection Test		\$ -	\$ -	
	Other		\$ -	\$ -	
		\$ 2,173.00	\$ 8,100	\$ 8,100	\$ -
35-001-518-52407	Project Equipment Maintenance		\$ 1,500	\$ 1,500	
	Scale registration with State of CT		\$ 4,375	\$ 4,375	
	Solid Waste Permit Fees		\$ 500	\$ 500	
	Stormwater Permit Fees		\$ 28,400	\$ 28,400	
	Cooling Water intake/discharge, discharge of process wastewater			\$ 1,250	
	SIU General permit renewal fee for coal pond discharge		\$ -	\$ -	
	Title V permit fee		\$ -	\$ -	
	Ionizing radiation source registration		\$ 1,000	\$ 1,000	
	Elevator License		\$ 500	\$ 500	
	City Alarm Fee				
		\$ 33,211.88	\$ 36,275	\$ 37,525	\$ 28,837
35-001-518-52502	Fees/Licenses/Permits		\$ 42,000	\$ 42,000	
	O&M of Coal Pond Discharge			\$ 10,000	
	misc			\$ 80,000	
	O&M of 80k tank wastewater discharge		\$ 42,000	\$ 132,000	\$ 78,299
35-001-518-52709	Other Operating Charges		\$ 47,500	\$ 50,000	
	NERC Assistance			\$ 10,000	
	Assstance renewal of discharge permit for coal pond		\$ 3,000	\$ 10,000	
	Other Engineering				
		\$ 28,700.00	\$ 50,500	\$ 70,000	\$ (11,067)
35-001-518-52858	Engineering Consultants		\$ 3,000	\$ 3,000	
	Stormwater Monitoring		\$ 2,500	\$ 2,500	
	Coal Pond Discharge sampling analysis			\$ 2,000	
	Sampling and analysis of 80K tank				
	Contingency		\$ 1,000	\$ 1,000	
		\$ 8,527.93	\$ 6,500	\$ 8,500	\$ 1,464
35-001-518-52901	Environmental Testing		\$ 453,200	\$ 450,000	\$ 141,066
35-001-518-53304	Electricity				

EXHIBIT A - PROPERTY DIVISION EXPENDITURE DETAILS (DRAFT)

ACCOUNT	DESCRIPTION	ACTUAL FY24	BUDGETED FY25	REQUEST FY26	YTD (12/31)* FY25
	Water and Sewer		\$ 27,000	\$ 28,350	
	Coal Pond Discharge		\$ 483,840	\$ 483,840	
	Gas		\$ -	\$ -	
35-001-518-53309	Other Utilities	\$ 75,662.04	\$ 510,840	\$ 512,190	\$ 18,470
	Contingency			\$ 100,000	
	Subtotal South Meadows Site	\$ 934,463	\$ 1,382,915	\$ 1,664,915	\$ 282,540
<u>JETS SHUT DOWN EXPENSES (fmr operating expenses)</u>					
35-001-951-52194	Telecommunications	\$ 4,609	\$ -	\$ 1,950	
35-001-951-52502	Permits, Licences & Fees	\$ 5,025	\$ -	\$ -	\$ -
35-001-951-52612	Fuel	\$ -	\$ -	\$ -	\$ -
35-001-951-xxxxx	MIRA Operating Costs	\$ -	\$ -	\$ -	\$ -
35-001-951-xxxxx	Operator Operating & Maintenance Costs	\$ (116,357)	\$ -	\$ -	
35-001-951-52622	RGGI Carbon Credits	\$ 29,274.00	\$ -	\$ -	\$ -
35-001-951-52302	Empty and clean jet fuel tank and piping		\$ 15,000	\$ 15,000	
35-001-951-xxxxx	Remove Jets Batteries		\$ 10,400	\$ 10,400	
35-001-951-52502	Title V emissions fee		\$ -	\$ -	
35-001-951-52858	Engineering consultants	\$ 7,577.84	\$ -	\$ -	
35-001-951-52720	Power products management fee		\$ -	\$ -	
35-001-951-52895	Engineering consultants		\$ 5,000	\$ 5,000	
35-001-951-52901	Environmental Testing		\$ 3,000	\$ 3,000	
35-001-951-xxxxx	Jets shut down Charges	\$ 7,578	\$ 33,400	\$ 33,400	\$ -
	Subtotal Jets Shut Down Expenses	\$ (69,871)	\$ 33,400	\$ 35,350	\$ -
	PROPERTY DIVISION TOTAL	\$ 5,190,310	\$ 4,182,320	\$ 3,860,258	\$ 2,354,725

Attachment 9

RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

APPROVING THE FISCAL YEAR 2026 LANDFILL DIVISION BUDGET

WHEREAS, Pursuant to Public Act 23-170 (“the Act”), the underlying statutory authority of the MIRA Dissolution Authority (“Authority”) is repealed and the Department of Administrative Services (“DAS”) becomes the Authority’s successor empowered to continue its unfinished business effective July 1, 2025; and

WHEREAS, Pursuant to the Authority’s Master Schedule and Plan for the Orderly Wind Down Activities of the MIRA Dissolution Authority, the Authority has documented contractual and operational matters concerning its landfill activities including:

- DEEP Memorandum of Understanding concerning landfill post closure care obligations;
- Hartford Landfill Solar Project;
- Wallingford Landfill Solar Project;
- Shelton Landfill Transfer Station.

WHEREAS, Pursuant to the Act and subsections (a) to (d), inclusive, and subsection (f) of section 4-38d and section 4-38e of the general statutes:

- Any order or regulation of the Authority continues in full force and effect under DAS;
- DAS is substituted for the Authority in any action or proceeding involving the Authority;
- Any contract, right of action or matter undertaken or commenced by the Authority may be conducted and completed by DAS in the same manner as the Authority;
- All records and property used by the Authority are to be provided to DAS; and

WHEREAS, the Authority desires to adopt Fiscal Year 2026 budgets at this time in order to enable and provide maximum flexibility to DAS in its assumption and continuance of Authority business as provided in the Act and referenced statutes.

NOW THEREFORE, be it

RESOLVED: That the Fiscal Year 2026 Landfill Division Operating Budget attached hereto as Exhibit A be adopted substantially in the form as presented and discussed at this meeting.

PROCEDURAL REQUIREMENTS (ADOPTION OF FY26 LANDFILL DIVISION BUDGET)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Finance Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Paul Harrington					
Matthew M. Dayton					
David S. Steuber					
William P. Beccaro					

Board Requirements:

- Quorum – 6 Directors
- 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)
 - Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - Settlement Exception (Procurement Policy Section 3.1.2.7)
 - Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – David Barkin					
4 – Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

LANDFILL DIVISION

REVENUE DETAILS

ACCOUNT	DESCRIPTION	ACTUAL FY24	REQUESTED FY25	REQUESTED FY26
51-001-000-43106	Electricity Sales to the City of Hartford	\$ 65,249	\$ 67,683	\$ 67,345
51-001-000-43106	ZREC/Energy Payments from Eversource	\$ 87,468	\$ 165,449	\$ 164,621
51-001-000-45150	Hartford LF Misc Income (settlements, etc.)	\$ -	\$ -	\$ -
51-000-000-10277	Use of Reserves for Inverter Replacement	\$ -	\$ 260,000	\$ -
	Hartford Solar	\$152,717	\$493,132	\$231,966
51-001-000-45101	Shelton TS Lease Agreement	\$ 4,823	\$ 9,000	\$ 9,000
51-001-000-45150	Shelton Landfill - Opting	\$ -	\$ -	\$ -
51-001-000-45150	Shelton Landfill - Lease Extension	\$ -	\$ -	\$ -
	Shelton Lease	\$4,823	\$9,000	\$9,000
51-001-000-45150	Wallingford Landfill - Lend Lease	\$ -	\$ -	\$ -
51-001-000-45101	Wallingford Landfill - NextEra Lease Agreement	\$ 45,276	\$ 47,637	\$ 48,828
	Wallingford Solar	\$45,276	\$47,637	\$48,828
51-001-000-46101	Interest Income (for FY25 5% on \$2.4 M)	\$ 151,588	\$ 120,000	\$ 110,625
51-001-000-46109	Interest Income - Leases	\$ 31,568		
51-001-000-xxxxx	Interest Income	\$ 183,155	\$ 120,000	\$ 110,625
	Total Operating and Non-Operating Revenues	\$ 385,971	\$ 669,769	\$ 400,419

EXPENDITURE DETAILS

ACCOUNT	DESCRIPTION	ACTUAL FY24	REQUESTED FY25	REQUESTED FY26
51-001-501-57871	Authority Budget Allocation (Indirect)	\$ 29,837	\$ 88,924	\$ 100,171
51-001-501-57874	Direct Personnel		\$ 36,268	\$ 41,953
51-001-501-xxxxx	Total - Authority Allocated Costs	\$ 19,803	\$ 125,192	\$ 142,124
51-001-501-52104	Telecommunications		\$ 600	\$ 600
51-001-501-52115	Advertising - Legal Notices	\$ -	\$ -	\$ -
51-001-501-52302	Expense Reimbursements from DEEP		\$ -	\$ -
51-001-501-52305	Business Meetings and Travel	\$ -	\$ -	\$ -
51-001-501-52306	Training	\$ -	\$ -	\$ -
51-001-501-52355	Mileage Reimbursement	\$ 58	\$ 848	\$ 728
51-001-501-52502	Fees/Licenses/Permits	\$ 300		\$ -
51-001-501-xxxxx	MIRA Operating Expenses	\$ 358	\$ 1,448	\$ 1,328
51-001-501-52856	Legal	\$ -	\$ 5,000	\$ 5,000

LANDFILL DIVISION					
	Routine Monitoring of AlsoEnergy online dashboard	\$	1,976		
	Annual Routine Inspection	\$	6,970	\$	7,249
	Vegetation control	\$	1,482	\$	1,541
	Emergency Response - Technician	\$	1,000	\$	2,000
	Emergency Response - Licensed Electrician	\$	750	\$	1,600
	Scheduled, non-routine service - technician	\$	1,500	\$	3,000
	Scheduled, non-routine service - licences electrician	\$	750	\$	1,500
	Scheduled, non-routine service - laborer	\$	792	\$	1,600
	Materials Allowance (12.5% allowable overhead/profit)	\$	1,463	\$	30,000
51-001-501-52701	Contract Operating Charges	\$	(8,417)	\$	16,683
51-001-501-56605	Inverter Replacement (capital expense - general)			\$	260,000
				\$	-
	Ellington Landfill	\$	801	\$	703
	Shelton Landfill	\$	1,623	\$	1,787
	Wallingford Landfill	\$	1,623	\$	1,424
	Waterbury Landfill	\$	1,623	\$	1,424
	Hartford Landfill	\$	3,543	\$	3,216
51-001-501-52875	Insurance Consulting & Brokerage	\$	8,435	\$	9,213
				\$	8,554
51-001-xxx-xxxxx	ZREC Income Share with City of Hartford	\$	43,734	\$	57,928
	Ellington Landfill	\$	7,600	\$	7,541
	Shelton Landfill	\$	15,400	\$	19,180
	Wallingford Landfill	\$	15,400	\$	15,281
	Waterbury Landfill	\$	15,400	\$	15,281
	Hartford Landfill	\$	33,608.00	\$	34,508.90
	Hartford Landfill Solar Panels	\$	-		
	Prepaid Insurance	\$	-		
51-001-501-52640	Insurance Premium	\$	85,265	\$	87,408
51-001-501-54491	Contribution to reserve for Inverter Replacement	\$	-		
	Total Operating and Non-Operating Expenses	\$	120,940	\$	473,948
				\$	330,525
	NET OPERATING & NON OPERATING INCOME/(LOSS)	\$	265,031	\$	195,822
				\$	69,894

Attachment 10

RESOLUTION REGARDING HEALTH BENEFITS SEPARATION PAYMENTS

WHEREAS, MIRA Dissolution Authority (MDA) is statutorily mandated to cease operations at close of business on June 30, 2025; and

WHEREAS, MDA currently provides health insurance benefits to its employees through the State of Connecticut Medical Partnership Plan (hereafter the "Plan"), which Plan provides, in pertinent part, as follows: "Notwithstanding anything else in this Plan Document to the contrary, continuation coverage under this Medical Benefit Plan will terminate upon the expiration of the Participating Employer's contract with the State of Connecticut." (See Plan at page 57).

WHEREAS, MDA and the State of Connecticut are parties to a three-year Participation Agreement executed on July 1, 2022, which will expire on July 1, 2025, the date corresponding with the currently mandated cessation of MDA operations. Expiration of the Participation Agreement on July 1, 2025, will also terminate MDA's participation in the State health insurance Plan. With termination of MDA's participation in the State health insurance Plan, MDA's employees will not be covered by health insurance after June 30, 2025 and will not be eligible to continue health insurance coverage under COBRA. Accordingly, absent contrary amendments to the Plan and the applicable Participation Agreement, COBRA health insurance coverage will not be available to MDA's employees on and after July 1, 2025;

WHEREAS, while MDA employees have health insurance coverage through the State of Connecticut Medical Partnership Plan, MDA employees have vision and dental insurance coverages through Principal Life Insurance Company PPO Plans. The plan documents for vision and dental coverages provide that COBRA dental and vision coverages are not available to employers with less than 20 employees during the preceding calendar year. MDA has had fewer than 20 employees during the calendar year preceding June 30, 2025. Accordingly, COBRA vision and dental coverages will likely not be available to MDA employees after June 30, 2025.

WHEREAS, MDA's Working Notice and Separation Benefits Policy (hereafter "Separation Policy") has been very effective in maintaining a stable work force;

WHEREAS, at the time the Separation Policy was implemented, MDA's predecessors anticipated that COBRA coverage would be available for employees terminated as a result of a reduction in force;

WHEREAS, the Board has determined that it is in the best interest of MDA to continue to maintain stability in its workforce and retain key personnel until MDA ceases operations;

WHEREAS, If COBRA coverage is not available to MDA's employees, MDA's employees will likely incur greater expense to replace lost health insurance coverage than was anticipated when MDA implemented its Separation Policy;

WHEREAS, the Board has determined that it is in the best interests of MDA to lessen the negative impact on MDA employees if COBRA health insurance coverage is not available;

WHEREAS, MDA is making efforts to secure COBRA health insurance benefits for MDA employees on and after July 1, 2025, but the outcome of those efforts is unknown at this time; and

WHEREAS, MDA's Separation Policy (established in the name of the Connecticut Resources Recovery Authority (CRRRA) and assumed by MIRA and subsequently the MDA by statute) provides the following regarding separation benefits and COBRA:

- In addition, CRRRA will pay the employee a one-time payment equivalent to the cost of the employee's monthly health and/or dental insurance premiums under COBRA: (a) for three (3) months for employees with less than six and one-half (6.5) years of service; or (b) for four (4) months for employees with six and one-half (6.5) or more years of service. (Section 25.2.3)
- Under insurance continuation laws commonly known as COBRA, an employee may continue health insurance coverage at his or her expense for up to (generally) 18 months, unless coverage is otherwise obtained. Upon termination of employment, CRRRA will provide employees with the necessary information and forms regarding this insurance continuation option, including how much it will cost and when monthly premiums are due. (Section 25.3)

NOW, THEREFORE, it is

RESOLVED: If MDA's President determines that COBRA health insurance benefits will not be available to MDA employees on and after July 1, 2025, the separation benefits provided under MDA's Working Notice and Separation Benefits Policy provided in Section 25.2.3 will be revised to provide for an increase in the health benefits payment of five (5) months, as follows, without necessity of further action by the MDA Board Directors:

- CRRRA will pay the employee a one-time payment equivalent to the cost of the employee's monthly health and/or dental insurance premiums or opt-out payments: (a) for eight (8) months for employees with less than six and one-half (6.5) years of service; or (b) for nine (9) months for employees with six and one-half (6.5) or more years of service.

FURTHER RESOLVED: If MDA's President determines that COBRA health insurance benefits will be available to MDA employees on and after July 1, 2025, the

separation benefits provided under MDA's Working Notice and Separation Benefits Policy provided in Section 25.2.3 will not be revised and will remain as follows:

- In addition, CRRA will pay the employee a one-time payment equivalent to the cost of the employee's monthly health and/or dental insurance premiums under COBRA: (a) for three (3) months for employees with less than six and one-half (6.5) years of service; or (b) for four (4) months for employees with six and one-half (6.5) or more years of service.

114993

Attachment 11

ATTACHMENT 11

RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

Regarding Template Documents Concerning Employee Separations Including Memorandum, Notification and Separation Agreement

Note – Text of resolution authorizing execution of employee separation documents under development and to be distributed as follow-up item in advance of Board meeting

The following attachments include:

- Memorandum from Attorney Miguel A. Escalera concerning HR Documents Related to Employee Separations and Health Benefit Payments
- Memorandum Exhibit A – Resolution Regarding Health Benefits Separation Payments (Attachment 10 in Board Package)
- Memorandum Exhibit B – Template Notice of Employee Separation
- Memorandum Exhibit C – Template Employee Separation Agreement

PROCEDURAL REQUIREMENTS (ADOPTION OF SEPARATION DOCUMENTS)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Human Resource Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Rachel Taylor	N/A – Discussion Item at Regular and Special Meetings				
Bert Hunter					
Michael Walsh					

Board Requirements:

- Quorum – 6 Directors
- _____ 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)
 - _____ Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - _____ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - _____ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - _____ 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
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – David Barkin					
4 – Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

MEMORANDUM FOR PUBLIC SESSION

To: MIRA Dissolution Authority Human Resources Committee

From: Attorney Miguel A. Escalera Jr.

Re: HR Documents Related to Employee Separations and Health Benefit Payments

Date: 2/13/2025

Because of the mandated shutdown of MDA operations on July 1, 2025, notice of termination of employment due to cessation of operations must be provided to MDA's employees on March 31, 2025, in order to allow for the required three-month working notice. MDA employees must sign a release of claims in order to qualify for the separation benefits under MDA policies.

This is a group reduction in force which triggers a requirement under the Older Worker Benefit Protection Act for a notice of all the employees considered and all the employees selected for termination, including their job titles and ages as of June 30, 2025.

MDA currently provides health insurance benefits to its employees through the State of Connecticut Medical Partnership Plan (hereafter the "Plan"), which Plan provides, in pertinent part, as follows: "Notwithstanding anything else in this Plan Document to the contrary, continuation coverage under this Medical Benefit Plan will terminate upon the expiration of the Participating Employer's contract with the State of Connecticut." (See Plan at page 57).

MDA and the State of Connecticut are parties to a three-year Participation Agreement executed on July 1, 2022, which will expire on July 1, 2025, the date corresponding with the currently mandated cessation of MDA operations. Expiration of the Participation Agreement on July 1, 2025, will also terminate MDA's participation in the State health insurance Plan. With termination of MDA's participation in the State health insurance Plan, MDA's employees will not be covered by health insurance after June 30, 2025 and will not be eligible to continue health insurance coverage under COBRA. Accordingly, absent contrary amendments to the Plan and the applicable Participation Agreement, COBRA health insurance coverage will not be available to MDA's employees on and after July 1, 2025.

While MDA employees have health insurance coverage through the State of Connecticut Medical Partnership Plan, MDA employees have vision and dental insurance coverages through Principal Life Insurance Company PPO Plans. The plan documents for vision and dental coverages provide that COBRA dental and vision coverages are not available to employers with less than 20 employees during the preceding calendar year. MDA has

had fewer than 20 employees during the calendar year preceding June 30, 2025. Accordingly, COBRA vision and dental coverages will likely not be available to MDA employees after June 30, 2025.

MDA's Working Notice and Separation Benefits Policy (hereafter "Separation Policy") has been very effective in maintaining a stable work force. At the time the Separation Policy was implemented, MDA's predecessors anticipated that COBRA coverage would be available for employees to be terminated as a result of a reduction in force.

If COBRA coverage is not available to MDA's employees, MDA's employees will likely incur greater expense to replace lost health insurance coverage than was anticipated when MDA implemented its Separation Policy.

MDA is making efforts to secure COBRA health insurance benefits for MDA employees on and after July 1, 2025. However, the outcome of those efforts is unknown at this time.

MDA's Separation Policy (established in the name of the Connecticut Resources Recovery Authority (CRRRA) and assumed by MIRA and subsequently the MDA by statute) provides the following regarding separation benefits and COBRA:

- In addition, CRRRA will pay the employee a one-time payment equivalent to the cost of the employee's monthly health and/or dental insurance premiums under COBRA: (a) for three (3) months for employees with less than six and one-half (6.5) years of service; or (b) for four (4) months for employees with six and one-half (6.5) or more years of service. (Section 25.2.3)
- Under insurance continuation laws commonly known as COBRA, an employee may continue health insurance coverage at his or her expense for up to (generally) 18 months, unless coverage is otherwise obtained. Upon termination of employment, CRRRA will provide employees with the necessary information and forms regarding this insurance continuation option, including how much it will cost and when monthly premiums are due. (Section 25.3)

Attached at Tab A is a proposed Resolution for the MDA Board Directors that provides for an increase in the health benefits payment of five (5) months if it is determined that COBRA health insurance benefits will not be available to MDA employees on and after July 1, 2025. The Resolution further provides that if it is determined that COBRA health insurance benefits will be available to MDA employees after July 1, 2025, there will be no change to the current health benefit payments under MDA policies.

Attached at Tab B is a proposed model RIF Notification letter that addresses the different health benefit payments depending on whether COBRA is available to MDA employees

on and after July 1, 2025.

Attached at Tab C is a proposed model separation agreement that complies with the Older Workers Benefit Protection Act ("OWBPA") and addresses the different health benefit payments depending on whether COBRA is available to MDA employees on and after July 1, 2025.

Please let me know if you have any questions regarding these materials. Thank you.

115026

EXHIBIT A

SEE RESOLUTION INCLUDED AS ATTACHMENT 10

EXHIBIT B



Dissolution Authority

300 Maxim Rd . Hartford . Connecticut . 06114 . Telephone (860) 757-7700 . Fax (860) 757-7725

March 31, 2025

Via Hand Delivery and Email: [Employee Email Address]

[Employee Name]
[Employee Address]

Re: Separation from Employment

Dear [Employee First name]:

This letter shall serve as formal notice that the MIRA Dissolution Authority (hereafter "MDA") will cease operations and terminate all of its employees, including management, effective on June 30, 2025. In accordance with MDA's Employee Handbook, Section 25.2 - Working Notice and Separation Benefits, the MDA is providing you with a three-month working notice period in advance of the termination of your employment. You will receive your customary compensation and benefits through June 30, 2025 (hereafter the "Separation Date"), provided you satisfactorily complete the three-month working notice period.

Thank you for your many years of loyalty and dedication to the mission of the Connecticut Resources Recovery Authority (CRRA) and the Materials Innovation and Recycling Authority (MIRA). CRRA successfully moved the State away from the process of landfilling by developing a network of Resource Recovery and Recycling facilities that placed Connecticut in a nationwide leadership position in the proper management of its waste streams, and MIRA continued that mission as modified by statute in 2014. However, as you know, the State has chosen a new path with adoption of Public Act 23-170 and it is now time to formally conclude the role of CRRA and MIRA in the development and operation of waste management infrastructure in the State.

Together over the last several years, we have professionally managed the aftermath of decisions not to redevelop Hartford's Resource Recovery Facility by implementing a very smooth transition to waste transfer operations. Most recently, we have also successfully pursued the objectives of the new MIRA Dissolution Authority to continue those waste transfer operations until acceptable alternatives become available, to sell off surplus real and personal property, and maintain forward progress toward a

[Employee Name]
March 31, 2025
Page 2

potential future use of the South Meadows Site. Our South Meadows Redevelopment Considerations Study is complete and being considered by the State Legislature. Our efficient operations and successful sale of real and personal property have left substantial reserves for the State to meet the requirements of remaining MDA operations and assets. Our final set of RFPs providing for the sale of equipment and conduct of major salvage operations successfully provided a reasonable path to maintain forward progress at the South Meadows Site. Now, over the next three months, we will devote our efforts to fully empowering the Department of Administrative Services to succeed in its statutory role as our successor to provide for all ongoing operations and take over all remaining property, duties, and obligations as detailed in our Master Schedule and Plan for the Orderly Wind Down Activities of the MIRA Dissolution Authority.

It is not possible to fully express my appreciation for your dedication and professionalism in this challenging environment, and throughout this transition. Well done!

In addition to providing the required three months' written notice, this letter outlines what you may expect over the next several months, as well as the separation payments available in recognition of your years of dedicated service.

You will be paid a lump sum payment for accrued but unused vacation through June 30, 2025, subject to appropriate administrative adjustments in accordance with the Employee Handbook, personal leave, and PTO, currently in the amount of \$ _____ as of the pay period ending March __, 2025, minus all required withholdings and authorized deductions and in accordance with MDA's payroll practices and applicable 401K contributions, laws, and regulations. Absent extraordinary circumstances, vacation will not be approved during the working notice period.

To help ease your transition, MIRA will not oppose your receipt of unemployment compensation benefits, provided you are otherwise eligible. However, the decision as to your eligibility for unemployment compensation benefits and the amount of the benefits rests with the Connecticut Unemployment Compensation Commission. A Connecticut Unemployment Compensation Commission UC-61 Separation Packet is attached to facilitate your application for unemployment compensation benefits. Note that eligibility for unemployment compensation commences after the time period covered by payment of vacation pay and severance pay have expired. (See Unemployment Compensation Commission Regulations Sec. 31-236-46(c), revised effective January 1, 2024.)

You will receive a separate notice advising you of your right to continue your life insurance coverages, including Basic Life Insurance and Basic Accidental Death and Dismemberment Insurance, provided you timely pay the applicable premiums. You also have the right to increase life insurance coverage levels. These are important rights

[Employee Name]
March 31, 2025
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that are waived unless you submit the appropriate application to continue your life insurance coverages to the insurance carrier, Principal, within 31 days of the termination of your employment. Your rights to continue your life insurance coverage will be explained in the separate notice you receive.

You will receive a separate notice from Fidelity Investments advising you of your rights with regard to your 401K account, including a special tax notice that explains federal income tax information and withholding implications should you elect to have your vested 401K account balance paid to you or directly rolled over to an eligible retirement plan (i.e. to another employers qualified retirement plan or to an Individual Retirement Account "IRA").

Beginning on June 30, 2025, MDA will discontinue paying any portion of the costs associated with your group medical, dental, and vision insurance benefits or those of your dependents.

Please note that under the current terms of MDA's medical plan you will not be able to continue your current group medical, dental, and/or vision insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). By way of explanation, please be advised as follows. MDA currently participates in the State of Connecticut health insurance plan known as the State of Connecticut Medical Partnership Plan (hereafter the "Plan"). That Plan provides, in pertinent part, as follows: "Notwithstanding anything else in this Plan Document to the contrary, continuation coverage under this Medical Benefit Plan will terminate upon the expiration of the Participating Employer's contract with the State of Connecticut." (See Plan at page 57). MDA and the State of Connecticut are parties to a three-year Participation Agreement executed on July 1, 2022. The Participation Agreement will expire on July 1, 2025, the date corresponding with the currently planned cessation of MDA operations. Therefore, COBRA coverage for health insurance under the Plan will terminate upon the expiration of the Participation Agreement on July 1, 2025, which will also terminate MDA's participation in the State health insurance Plan. Accordingly, under the current terms of the Plan, COBRA health insurance coverage will not be available to MDA employees after July 1, 2025.

Notwithstanding the foregoing, MDA is actively exploring whether it is possible for the Plan and the appropriate Participation Agreement to be amended to allow MDA employees the opportunity to obtain COBRA health insurance coverage on and after July 1, 2025 through the Plan. There has been no determination yet as to whether the Plan can be amended to permit MDA employees to continue health insurance benefits under COBRA.

If COBRA health insurance coverage is not available for MDA employees after the Separation Date, MDA's employees wishing to obtain health insurance coverage after the Separation Date will have several options to obtain health insurance coverage,

including but not limited to obtaining health insurance coverage on the open market, for example through AccessHealthCT; enrolling in Medicare, if eligible; or obtaining coverage under a spouse's or significant other's health insurance plan.

Section 25.2.3 of MDA's Working Notice and Separation Benefits Policy has always provided that employees terminated in a reduction in force will receive a one-time payment equivalent to the cost of the employee's monthly health and/or dental insurance premiums: (a) for three (3) months for employees with less than six and one-half (6.5) years of service; or (b) for four (4) months for employees with six and one-half (6.5) or more years of service (hereafter "Health Insurance Payment"). If COBRA health insurance coverage is not available for MDA employees after the Separation Date, MDA will increase the number of months of Health Insurance Payment to help offset any hardship resulting from the termination of COBRA benefits as of July 1, 2025. To that end, If COBRA health insurance coverage is not available for MDA employees after the Separation Date, MDA will enhance the Health Insurance Payment by five (5) months to a one-time payment equivalent to the cost of the employee's monthly health and/or dental insurance premiums of: (a) eight (8) months for employees with less than six and one-half (6.5) years of service; or (b) nine (9) months for employees with six and one-half (6.5) or more years of service. If, however, COBRA health insurance coverage is available for MDA employees after the Separation Date, the Health Insurance Payment will not be increased above the amounts specified in MDA's original policy.

Please also note that while MDA employees have health insurance coverage through the State of Connecticut Medical Partnership Plan, MDA employees have vision and dental insurance coverages through Principal Life Insurance Company PPO Plans. The plan documents for vision and dental coverage provide that COBRA dental and vision coverages are not available to employers with less than 20 employees during the preceding calendar year. Accordingly, COBRA vision and dental coverages will likely not be available to MDA employees after June 30, 2025.

Accordingly, provided that you sign and do not revoke the attached Separation Agreement and Release of Claims (hereafter "Agreement"), MDA will pay you the following separation payments within 30 days of the Effective Date of the Agreement:

- a. MDA shall pay you a lump sum separation payment equivalent to ____ (____) weeks of pay in the amount of [Reference Separation Table] Dollars and ____ Cents (\$____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations;
- b. MDA will pay you a lump sum payment of [Reference Separation Table] Dollars and ____ Cents (\$____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, equivalent to the non-elective employer 401K

contributions that would have been made to your 401K account over a 14-week period; and

- c. If the President of MDA determines that COBRA health insurance coverage is not available for MDA employees after the Separation Date, MDA will pay you a lump sum payment of [Reference Separation Table] Dollars and ____ Cents (\$____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, equivalent to the health and/or dental insurance premiums you would have paid over a nine (9) month period, or the opt-out payments you would have received over a nine (9) month period, which you may use to pay for health care costs following termination of your employment or for any other purpose. If, however, the President of MDA determines that for MDA employees currently carrying health insurance through MDA under the Plan, COBRA coverage is available after the Separation Date, MDA will pay you a lump sum payment of [Reference Separation Table] Dollars and ____ Cents (\$____) minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, equivalent to the health and/or dental insurance premiums you would have paid over a four (4) month period, or the opt-out payments you would have received over a four (4) month period, which you may use to pay for health care costs following termination of your employment or for any other purpose. For purposes of this section, the determination by MDA's President of whether COBRA health insurance coverage is available to MDA employees after the Separation Date shall be controlling. The terms of this section c shall apply regardless of whether COBRA dental and vision coverages are available to MDA employees after June 30, 2025.

The terms of the Agreement are controlling to the extent that there is any discrepancy between the terms of this letter and the Agreement. You should consult with an attorney before you sign the Agreement. You should not sign the Agreement unless it is your voluntary wish to do so.

You may take up to eighty-one (81) days (until close of business on June 20, 2025) after your receipt of the Agreement to decide whether to sign the Agreement. After the eighty-one (81) day consideration period expires, MDA's offer to enter into the Agreement will be withdrawn without further action or notice from MDA. If you choose to execute the Agreement, please initial each page of the Agreement and sign the Agreement on June 20, 2025, and return the executed Agreement to me on that date. **Please note that you may not sign the Agreement prior to June 20, 2025. Importantly, an employee who signs and returns the executed Agreement on June 20, 2025, will have the separation payments under the Agreement processed through physical check in the payroll for the payroll period ending June 20, 2025.** Provided the employee has not revoked the Agreement during the seven (7) days after

[Employee Name]
March 31, 2025
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signing the Agreement, I will execute the Agreement on behalf of the MDA on June 30, 2025 and release the physical check at that time. In that case, the Effective Date of the Agreement will be June 30, 2025. By way of explanation, there are several reasons why MDA has specified June 20, 2025 as the date for execution of the Agreement. First, MDA wants the 7-day revocation period following execution of the Agreement to expire prior to June, 30, 2025, in order to enable MDA to issue the separation payments to MDA's employees on June 30, 2025. Second, releases generally operate to release claims retroactively from the effective date, so MDA prefers that you execute the release relatively close in time to the end of your employment. Third, on and after July 1, 2025, MDA's authority to act on behalf of its employees will cease and the Department of Administrative Services ("DAS") will assume the role of successor to the MDA. Accordingly, on and after July 1, 2025, DAS will be responsible for addressing any unresolved issues pertaining to the separations of MDA's employees. MDA employees who prefer to have MDA process their separations and separation payments by June 30, 2025 should sign and return the executed Agreements to me on June 20, 2025. Thank you in advance for your adherence to the specified schedule.

Please do not hesitate to let me know if you have any questions.

Thank you for your past and ongoing service to MIRA. Please direct any questions regarding the mechanics of this notice and your separation to Cheryl Kaminsky. Thank you.

Very truly yours,

Mark T. Daley

Mark T. Daley

Enclosure

115024

EXHIBIT C

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

WHEREAS, this Separation Agreement and Release of All Claims (hereafter "Agreement") is made by and between [Employee's Name] (hereafter "Employee") and MIRA Dissolution Authority and its affiliated entities, predecessors, successors, assignees, and insurers, including but not limited to the Materials Innovation and Recycling Authority and the Connecticut Resources Recovery Authority, and its and their respective present and former officers, members, directors, managers, and agents (hereafter collectively "MDA"), all collectively referred to as the "Parties";

WHEREAS, the purpose of this Agreement is to fully and finally resolve and dispose of all differences and issues arising out of Employee's employment and separation from employment with MDA;

WHEREAS, the Parties agree that there is sufficient and valid consideration for this Agreement, including the mutual promises contained herein;

WHEREAS, Employee's employment with MDA will end at close of business on June 30, 2025 (hereafter the "Separation Date") and MDA shall pay Employee's customary compensation for services through the Separation Date;

WHEREAS, absent contrary amendments to the State of Connecticut Medical Partnership Plan and the appropriate Participation Agreement, MDA's health insurance plan coverage will expire after June 30, 2025 and MDA's employees will not be covered by health insurance after June 30, 2025 and will not be eligible to continue health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") after June 30, 2025;

WHEREAS, MDA shall pay Employee a lump sum payment for accrued but unused vacation, subject to appropriate administrative adjustments in accordance with the employee handbook, personal leave, and PTO, minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA and applicable 401K contributions, laws, and regulations through the Separation Date regardless of whether the Employee executes this Agreement;

In addition to the foregoing agreements, the Parties further agree as follows:

1. **Release of Claims by Employee.** Except as otherwise provided herein, Employee agrees that by this Agreement, Employee does, for Employee, Employee's heirs, executors, administrators, assignees and anyone claiming for or through Employee, waive, release, give up and forever discharge MDA and all of its present and former employees (with "MDA and all of its present and former employees" hereafter collectively referred to as the "MDA Released Parties") of and from any and all rights, manner of action and actions, cause and causes of action, debts, obligations, sums of money, covenants, contracts, controversies, bonds, trespasses, judgments, executions,

agreements, promises, damages, claims, lawsuits, charges, and demands of whatsoever kind, in law or in equity, under federal and state constitutions, statutes or common law, whether known or unknown, existing on or prior to the Effective Date of this Agreement (as hereafter defined), including without limiting the forgoing, any and all claims arising out of or related to Employee's employment with MDA or separation from employment with MDA, including but not limited to, claims under all state or federal employment discrimination statutes, claims under all state or federal wage and hour statutes, claims for unpaid compensation or overtime pay, claims arising under the Employee Retirement Income Security Act of 1974 ("ERISA"), claims under the Connecticut Unfair Trade Practices Act, C.G.S. 42-110a et seq ("CUTPA"), claims under any state or federal family or medical leave statute, claims under Municipal laws or ordinances related to employment, claims for workers' compensation retaliation, claims under state or federal laws protecting free speech and any and all other claims of whatsoever kind, whether in contract, express or implied, or in tort, including but not limited to: breach of the covenant of good faith and fair dealing, breach of contract of permanent employment, promissory estoppel, detrimental reliance, negligent or intentional misrepresentation, the tortious or wrongful or retaliatory discharge from employment, breach of public policy, defamation, self-defamation, tortious interference with contractual relations, the intentional or negligent infliction of emotional or mental distress, recklessness, claims of whatsoever kind relating to stock, stock options or performance units, claims for employment benefits, including any and all claims for unpaid bonuses, vacation days, personal days, or paid time off days, claims related to MDA's benefit plans, and claims for attorney's fees and costs. Employee agrees that by this Agreement Employee, for Employee, Employee's heirs, executors, administrators, assignees and anyone claiming for or through Employee, waives, releases, promises and agrees not to bring or pursue any judicial, quasi-judicial or administrative action or complaint of whatsoever kind, in law or equity, against any of the MDA Released Parties, which Employee now has or has ever had, or which Employee's heirs, executors, administrators, or assignees, hereafter shall or may have against any of the MDA Released Parties, for, upon or by reason of any matter, cause or claim of whatsoever kind, existing on or prior to the Effective Date this Agreement that arise out of or relate to Employee's employment or separation from employment with MDA, including, but not limited to, actions involving those statutes, regulations or principles of common law set forth above.

2. **Withdrawal of Suits and Claims.** Except as otherwise provided herein, Employee will immediately withdraw, with prejudice and in writing, any and all complaints, actions, charges, suits, or claims filed or pending before any federal, state, or local administrative agency and/or court against any of the MDA Released Parties, if any. Employee further agrees to execute such documents as may be necessary to accomplish the withdrawal of said complaints, actions, charges, suits or claims with prejudice.

3. **Claims Extinguished.** Employee expressly acknowledges that, except as otherwise provided, this Agreement is intended to include, without limitation, all claims arising out of Employee's employment and termination of

employment with MDA prior to the Effective Date of this Agreement and that this Agreement extinguishes any and all such claims.

4. Waiver of Any Relief That May Be Awarded. Nothing in this Agreement shall prohibit Employee from filing a complaint with, participating in an investigative proceeding of, or providing information, including information about this Agreement, to any federal, state, or municipal agency, including but not limited to, the Equal Employment Opportunity Commission, the State or Federal Departments of Labor, or the National Labor Relations Board. However, to the maximum extent permitted by law, Employee waives, relinquishes, refuses and agrees not to seek or accept any relief of whatsoever kind that may be awarded to Employee or on Employee's behalf by any municipal, state, or federal anti-discrimination agencies, any municipal, state, or federal labor departments, or any court in connection with Employee's employment with MDA or the termination of said employment, including but not limited to reinstatement, back pay, front pay, lost benefits, pain and suffering, emotional distress damages, compensatory or punitive damages, or attorney's fees. To the maximum extent permitted by law, Employee agrees to file such affidavits, motions, or give such testimony as may be necessary to accomplish the waiver, refusal, and relinquishment of any such relief. To the maximum extent permitted by law, Employee agrees that if Employee is awarded any such relief as a result of the order of any court or administrative agency, Employee will release and hold harmless the MDA Released Parties from any obligation to provide such relief so ordered to Employee and warrants not to seek compliance with any such order. To the maximum extent permitted by law, Employee further agrees to return to MDA any such relief provided to Employee.

5. Agreement Is Not Contingent on COBRA Benefits. The enforceability of this Agreement is not conditioned on Employee's eligibility for or receipt of COBRA health, dental, or vision benefits.

6. Claims Not Waived or Released. Excluded from this Agreement are any claims that cannot be waived by law, including claims arising after this Agreement is executed. Employee does not waive or release the right to enforce the terms of this Agreement. Employee does not waive or release Employee's rights to any vested 401K benefits, vested pension benefits, or vested retirement benefits, if any. Employee further does not waive or release the right to file a claim for unemployment compensation benefits. However, the Parties recognize that any entitlement Employee may have to unemployment compensation benefits rests within the discretion of the Connecticut Unemployment Compensation Commission and the enforceability of this Agreement is not conditioned on Employee's eligibility for or receipt of unemployment compensation benefits. Further, Employee does not waive any rights to continue or port existing group life insurance coverages or increase coverage amounts at Employee's expense in accordance with the terms of the applicable life insurance policies. Further, Employee does not waive Employee's right to receive Short-Term or Long-Term Disability benefits, if applicable. Further, Employee does not waive Employee's right to receive worker's compensation benefits for work-related injuries in accordance with applicable law, if applicable. In addition, Employee does not waive Employee's right to receive Social Security Disability Benefits or Medicare Benefits, if applicable. Employee

does not waive or release any right to participate in any governmental whistleblower program managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, and/or the Occupational Safety and Health Administration.

7. Consideration.

a. MDA shall pay to Employee a lump sum separation payment equivalent to _____ () weeks of pay in the amount of [Reference Separation Table] Dollars and _____ Cents (\$ _____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, to be paid within thirty (30) days of the Effective Date of this Agreement;

b. MDA shall pay to Employee a lump sum payment of [Reference Separation Table] (\$ _____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, equivalent to the non-elective employer 401K contributions that would have been made to Employee's 401K account over a _____-week period, to be paid within thirty (30) days of the Effective Date of this Agreement; and

c. If the President of MDA determines that COBRA health insurance coverage is not available for MDA employees after the Separation Date, MDA will pay you a lump sum payment of [Reference Separation Table] Dollars and _____ Cents (\$ _____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, equivalent to the health and/or dental insurance premiums you would have paid over a nine (9) month period, or the opt-out payments you would have received over a nine (9) month period, which you may use to pay for health care costs following termination of your employment or for any other purpose. If, however, the President of MDA determines that for MDA employees currently carrying health insurance through MDA under the Plan, COBRA coverage is available after the Separation Date, MDA will pay you a lump sum payment of [Reference Separation Table] Dollars and _____ Cents (\$ _____), minus all required withholdings and authorized deductions and in accordance with then current payroll practices of MDA, laws, and regulations, equivalent to the health and/or dental insurance premiums you would have paid over a four (4) month period, or the opt-out payments you would have received over a four (4) month period, which you may use to pay for health care costs following termination of your employment or for any other purpose. For purposes of this section, the determination of MDA's President of whether COBRA coverage is available to MDA employees after the Separation Date shall be controlling. The terms of this section 7c shall apply regardless of whether COBRA dental and vision coverages are available to MDA employees after June 30, 2025.

d. MDA shall issue Employee a W-2 Tax Form in connection with the forgoing payments.

e. The Parties agree that the foregoing consideration exceeds any monies to which Employee is already entitled.

8. **Tax Consequences.** The Parties make no representations or warranties regarding the tax consequences of this Agreement. Each of the Parties accepts the risk that State or Federal taxing authorities may make tax determinations that differ from any Parties' current understanding of the tax consequences of this Agreement, whatever those understandings may be. Employee expressly assumes full responsibility for the tax consequences to Employee arising from this Agreement. The Parties agree that the tax consequences of this Agreement shall have no effect whatsoever on the enforceability of this Agreement, and shall not affect the final, binding, and enforceable nature of this Agreement.

9. **No Admission of Wrongdoing.** Neither the negotiation nor the signing of this Agreement constitutes an acknowledgment or admission that any of the MDA Released Parties has violated or failed to comply with any law or regulation.

10. **Non-Disparagement.** Employee will not, either verbally or in writing, make any adverse, negative, derogatory, or disparaging remarks or statements about any of the MDA Released Parties to anyone. Employee's obligation not to disparage any of the MDA Released Parties includes, but is not limited to, not making any adverse, negative, derogatory or disparaging remarks or statements about any of the MDA Released Parties in any public forum (i.e. any public meeting place or public location as to a matter of open or public discussion or where the information would be communicated to the public) or public media, including but not limited to social media such as Google or Yahoo Groups, Wikipedia, Facebook, You Tube, Twitter, LinkedIn, news media comment sharing/blogging, Administrator's Forum, or other similar media. However, this paragraph shall not prohibit Employee from giving truthful testimony before a court or administrative agency.

11. **Confidentiality.** Employee represents and agrees that to the maximum extent permitted by law, Employee and Employee's agents will keep the terms and conditions of this Agreement and associated discussions completely confidential, and that Employee will not disclose any information concerning the terms of this Agreement to anyone, including, but not limited to, any past, present, or prospective employee or applicant for employment with MDA. Should any other third party inquire of Employee about the terms or execution of this Agreement Employee shall answer to the effect that Employee cannot discuss the matter. Notwithstanding the foregoing, nothing in this paragraph shall prohibit Employee from reporting the terms of this Agreement to state and federal taxing authorities or to an attorney, accountant or tax advisor in connection with preparation of a tax return, to an immediate family member, to an attorney retained by Employee to advise Employee regarding this Agreement, to the Department of Labor if necessary in connection with a claim for unemployment compensation benefits, or to the court in any subsequent action to enforce this Agreement, or if compelled by state or federal law or regulations or compulsory process of law. Further, nothing in this Agreement shall prohibit Employee from providing information, including information about this Agreement, to any federal or state agency, including but not limited to, the State and Federal Departments of Labor, the Equal Employment Opportunity Commission, or the National Labor Relations Board. In addition to the foregoing,

Employee specifically represents that prior to executing this Agreement, Employee did not disclose any of the terms of this Agreement to anyone other than Employee's attorney or to one of Employee's immediate family members.

12. **No Encouraging Others to Bring Claims.** Employee agrees that, to the maximum extent permitted by law, Employee and anyone acting on Employee's behalf will not advise, encourage, or induce any person or entity, including but not limited to any past, present, or prospective employee, consultant, contractor, vendor, supplier, customer, member, or competitor of MDA, to bring claims, complaints, or suits of any kind whatsoever against MDA. Nothing in this Agreement shall be construed to prohibit Employee from giving truthful testimony before any court or administrative agency.

13. **No Attorney's Fees Claims as Prevailing Party.** Employee agrees not to petition any court or administrative agency for attorney's fees as a prevailing party in connection with claims released hereunder.

14. **Waiver of Age Discrimination Claims.** By executing this Agreement, Employee expressly waives any and all claims of age discrimination against any of the MDA Released Parties under the Age Discrimination in Employment Act, 29 U.S.C. § 621-634 ("ADEA"), for any acts occurring prior to the execution of this Agreement.

15. **Time to Consider Agreement.** Employee acknowledges that Employee has been given a period of at least eighty-one (81) days (until close of business on June 20, 2025) within which to consider this Agreement and that Employee has been, and is hereby, advised to consult with an attorney prior to signing this Agreement. Employee acknowledges that Employee was advised that Employee could take eighty-one (81) days (until close of business on June 20, 2025) to consider whether or not to execute this Agreement. **Please note that you may not sign the Agreement prior to June 20, 2025.** The Parties agree that any changes to the Agreement will not restart the running of the 81-day consideration period.

16. **Revocation Period.** Employee understands that Employee has seven (7) days following Employee's signing of this Agreement to revoke it by providing written notice of revocation within said seven (7) days to Miguel A. Escalera Jr., Kainen, Escalera & McHale, P.C., 21 Oak Street, Suite 601, Hartford, CT 06106, email mescalera@kemplaw.com, Attorney for MDA. In the event that Employee chooses not to revoke the Agreement, Employee shall send an email to Attorney Miguel A. Escalera Jr. on the eighth (8th) day following Employee's execution of this Agreement confirming Employee's decision not to revoke the Agreement.

17. **Effect of Revocation/Effective Date.** Employee also understands that should Employee decide to revoke this Agreement, the Agreement will not be effective and the benefits which MDA has promised to provide to Employee as part of this Agreement will not be provided. Once the seventh (7th) day passes Employee's opportunity to revoke the agreement by providing written notice of revocation shall expire. This Agreement shall become effective and binding on the Parties when the

Agreement is executed by MDA on June 30, 2025, the tenth (10th) day following Employee's execution of this Agreement ("Effective Date").

18. **Mandatory Disclosure of Information.** The law requires that when a waiver of claims under the Age Discrimination in Employment Act is requested from an employee who is 40 years of age or older in connection with an exit incentive program or other employment termination program offered to two or more employees, the employer must make certain written disclosures to the employees who are affected, including the ages and positions of those considered for termination and the ages and positions of those selected for termination. This Agreement is a waiver of claims. A list of the ages and job titles of persons who were selected for termination and offered consideration for signing a waiver of claims and any employees who were considered but not selected for termination is in Appendix A of this Agreement. Note that because the MDA is ceasing operations effective on June 30, 2025, all remaining MDA employees are being selected for termination of employment on June 30, 2025.

19. **Liability for Attorney's Fees/Challenges to Enforceability.** With the exception of a suit, claim, or challenge under the ADEA, if Employee violates this Agreement by bringing a suit or claim against any of the MDA Released Parties with respect to any of the claims Employee released herein or otherwise challenging the enforceability of this Agreement, Employee agrees, in addition to other remedies, to pay the reasonable costs and attorney's fees incurred by any of the MDA Released Parties in defending such a suit or challenge. With the exception of a suit, claim, or challenge under the ADEA, if Employee contests the enforceability or applicability of this Agreement, or any part hereof, and if such a challenge by Employee is sustained in whole or in part by a court or arbitrator, then MDA, at its sole option, may cancel this Agreement upon written notice to Employee and all sums previously paid by MDA to Employee or on Employee's behalf hereunder shall be repaid by Employee to MDA within thirty (30) days of Employee's receipt of such written notice.

20. **Cooperation in Defending Claims Against MDA.** If any suit or claim is brought by a third party against any of the MDA Released Parties regarding any act or omission relating to the business of MDA that occurred on or prior to the termination of the Employee's employment, Employee will reasonably cooperate in the defense of any such suit or claim by voluntarily providing truthful information, affidavits, or testimony to the best of employee's knowledge if requested by MDA. Nothing in this paragraph shall be construed to prohibit Employee from giving truthful testimony before any court or administrative agency. MDA will provide reimbursement of reasonable expenses incurred by Employee in connection with providing truthful information, affidavits, or testimony at the request of MDA.

21. **Return of MDA's Property.** Employee agrees to immediately return all property of MDA in Employee's actual or constructive possession to MDA. Return of MDA's property is a condition precedent to MDA's obligation to pay the separation payments described in paragraph 7 of this Agreement. To the extent that Employee fails to immediately return any of MDA's property in good working condition, normal wear and tear excepted, MDA shall have the right to reduce the separation payments

due to Employee under paragraph 7 of this Agreement by the replacement cost of such unreturned property.

22. **Affirmations.** Employee affirms that as of the time of the execution of this Agreement, Employee has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which Employee may be entitled under the Fair Labor Standards Act and/or any other governing wage and hour law as of Employee's signing of this Agreement. Employee further affirms that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to Employee, except as provided in this Agreement. The Parties have not found it necessary for the United States Department of Labor (the "USDOL") or any other federal, state or local governmental department or agency to supervise or approve this Agreement, but the Parties agree that if a USDOL or other proceeding is required to approve this Agreement, the Parties shall seek approval and enforcement hereof, including filing an agreed motion or request for approval of this settlement as full consideration for the asserted wage claim from a court of competent jurisdiction and/or the USDOL (or applicable state or local agency).

23. **Binding Agreement.** The Parties agree that this Agreement shall be final and binding. The Parties agree not to challenge the enforceability, legality, or final and binding nature of the Agreement in any court or other forum. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, estates, legal representatives, successors and assignees of the Parties to this Agreement.

24. **No Waiver.** No failure by any of the Parties to insist upon strict compliance with any term of this Agreement, to exercise any option, enforce any right, or seek any remedy upon any default of the other shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

25. **Entire Agreement.** This Agreement represents the complete understanding of the Parties and supersedes all prior agreements between the Parties. This Agreement may only be modified by a written amendment duly signed by the Parties. No other promises or agreements shall be binding unless in writing and signed by the Parties.

26. **Arbitration.** Except as otherwise provided herein, any dispute whatsoever relating to the interpretation, validity, or performance of this Agreement shall be submitted by to final and binding arbitration before a single arbitrator in Hartford, Connecticut, in accordance with the Labor Arbitration Rules then prevailing of the American Arbitration Association ("AAA"). The Parties agree that AAA shall have the authority to administer the arbitration. The administrative fees for the arbitration shall be shared equally by the Parties. The prevailing Party in such arbitration shall be entitled

to payment of their attorney's fees by the non-prevailing Party. Judgment upon the arbitration award may be enforced by any court of competent jurisdiction. The Parties agree that the arbitrator shall be empowered to award any relief that would otherwise be available from a court, with the exception of injunctive relief, which the Parties may only pursue in a court of competent jurisdiction. Before demanding arbitration, the Party claiming breach shall notify the other Party of the claimed breach in writing by express mail and email. The Party receiving such notice shall have ten (10) calendar days to cure such claimed breach. In the event a breach is not cured, either Party may exercise any rights hereunder.

27. **Governing Law/Jurisdiction.** This Agreement shall be interpreted in accordance with the laws of the State of Connecticut. Each Party hereby agrees to submit to the jurisdiction of the Connecticut courts with respect to any civil action permitted under this Agreement.

28. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or electronic (for example, DocuSign) signatures shall be deemed original signatures for purposes of binding the Parties to this Agreement.

29. **Headings.** The headings in the Agreement are inserted for convenience only and are not intended to describe, interpret, define, expand, or limit the scope, extent or intent of the Agreement or any provision hereof.

30. **Severability/Construction.** If an arbitrator or court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if an arbitrator or court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

31. **Voluntariness.** Employee acknowledges that Employee has thoroughly reviewed this Agreement, understands its terms, has had sufficient opportunity to consider its terms and obtain legal advice and counsel about all aspects of this Agreement prior to signing it. Employee represents that Employee is entering into this Agreement of Employee's own free will and voluntarily accepts and agrees to the terms contained in this Agreement. Employee represents that Employee is not entering into this Agreement by fraud, accident, mistake, or under duress.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands.

FOR [EMPLOYEE'S NAME]:

Employee's Signature: _____

Employee's Printed Name: _____

Employee Address: _____

Employee's Email: _____

Date of Execution*: _____

*** Note that Employee shall not execute this Agreement prior to June 20, 2025.**

**FOR MIRA DISSOLUTION AUTHORITY,
MATERIALS INNOVATION AND RECYCLING
AUTHORITY, AND THE CONNECTICUT
RESOURCES RECOVERY AUTHORITY:**

Mark T. Daley, President & CEO
MIRA Dissolution Authority
Materials Innovation and Recycling Authority
Connecticut Resources Recovery Authority
300 Maxim Road
Hartford CT 06114
Email: mdaley@ctMDA.org

Date of Execution**: _____

**** Note that MDA shall not execute this Agreement prior to June 30, 2025.**

115023

**APPENDIX A TO SEPARATION
AGREEMENT AND RELEASE OF ALL CLAIMS**

MANDATORY DISCLOSURE OF INFORMATION

The law requires that when a waiver of claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621-634 ("ADEA"), is requested from an employee who is 40 years of age or older in connection with an exit incentive program or other employment termination program offered to two or more employees, the employer must make certain written disclosures to the employees who are affected, including the ages and positions of those considered for termination and the ages and positions of those selected for termination. (See the Federal Regulations defining exit incentive program and other employment termination program at 29 C.F.R. § 1625.22(f)(1)(iii)(A)(B); See the rules regarding waivers of rights and claims under the ADEA in the Federal Regulations at 29 C.F.R. § 1625.22).

MDA is ceasing its operations on June 30, 2025 and all remaining employees, including management, will be terminated effective on June 30, 2025.

All employees employed by MDA on June 30, 2025 were considered for the reduction in force program on June 30, 2025, due to the shut-down of MDA operations. All persons who were terminated in the reduction in force program on June 30, 2025, were selected to participate in the exit incentive program. Eligibility to participate in the reduction in force program on June 30, 2025, is predicated on successful completion of a three-month working notice period as specified in Section 25 of the MDA Employee Handbook.

Except as provided below, all persons selected to participate in the reduction in force program on June 30, 2025, were offered separation agreements using a standardized formula specified in Section 25 of the MDA Employee Handbook, as amended, for calculating the separation payment to be offered to each such employee in exchange for the waiver of claims against MDA.

In addition to the consideration specified in Section 25 of MDA's Employee Handbook, the Director of Recycling and Enforcement; Comptroller; Lead General Accountant; Environmental Compliance Manager; Manager of Engineering, Construction and Power Assets; Customer Billing Analyst; Information Systems Operations Manager; and Supply Chain Manager will receive an additional ten (10) weeks of separation pay, in exchange for the waiver of claims against MDA, as approved by the Board of Directors on June 9, 2021.

MDA's President & CEO is not eligible for separation benefits under MDA's policies and instead will receive separation benefits specified in his individual employment agreement in exchange for the waiver of claims against MDA.

All persons offered consideration in exchange for execution of a separation agreement containing a waiver of rights will be given 45 days to consider whether or not to execute

the separation agreement. Once signed, all such persons will be given 7 days to revoke the separation agreement.

The following is a list of the ages and job titles of persons who were selected for termination and offered consideration for signing a waiver of claims on June 30, 2025. Every remaining MDA employee was selected for termination on June 30, 2025. There are no MDA employees who were not selected for termination on June 30, 2025.

JOB TITLE	AGE AS OF 6/30/2025	NUMBER OF EMPLOYEES SELECTED FOR TERMINATION	NUMBER OF EMPLOYEES IN THAT JOB TITLE CONSIDERED FOR TERMINATION BUT NOT SELECTED
Manager of Engineering, Const. and Power Assets	57	1	0
Scale Operator/Enforcement Specialist	39	1	0
President and CFO	62	1	0
Scale Operator/Enforcement Specialist	30	1	0
Lead Accountant	60	1	0
Director, Recycling and Enforcement	66	1	0
Supply Chain Manager	54	1	0
Lead Scale Operator/Enforcement Specialist	60	1	0
Comptroller	56	1	0
IT Manager	55	1	0
Scale Operator/Enforcement Specialist	40	1	0
Scale Operator/Enforcement Specialist	61	1	0
Accounting Specialist	61	1	0
Environmental Compliance Manager	54	1	0

Attachment 12



DISSOLUTION AUTHORITY
BOARD OF DIRECTORS FINANCIAL REPORT
PERIOD ENDING **December 31, 2024**

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 December totaled \$0.71 million (4.9% under budget). The deficits in member town MSW and spot waste were partially offset by surplus interest income. Year to date revenues are 7.9% under budget. Accrued expenditures for December totaled \$1.0 million (2.2% under budget). Year to date total accrued expenditures are 12.9% under budget. Year to date the CSWS has incurred an operating loss of \$1.48 million which is \$0.48 million (24.5%) under budget.

CSWS MSW Delivery 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.

December deliveries totaled 4,356 tons which is 898 tons (17.1%) under budget. Member town deliveries were 777 tons (15.1%) under budget with delivery enforcement activities ongoing. Spot waste deliveries were 121 tons under budget in December. The Authority will evaluate the need and potential to conduct spot waste solicitations to mitigate any shortfall penalties to Preston. Year to date deliveries total 26,763 tons (15.1% under budget).

CSWS MSW Transportation Detail - This report reflects the budget versus actual MSW transported from the Essex Transfer Station to the Resource Recovery Facility in Preston CT, and from the Torrington Transfer Station to the Keystone Sanitary Landfill in Pennsylvania including tons transported and transportation price per ton.

In December, 2,768 tons were transported from Essex to Preston at the rate of \$16.26 per ton. The total Essex transportation expense was \$45,002 which was 15.1% under budget. In December, 1,444 tons were transported from Torrington to Keystone at the rate of \$54.18 per ton. The total Torrington transportation expense was \$78,234 which was 25.8% under budget.

Total MSW Transportation expense for the month of December was \$123,237 which was 22.2% under budget. Year to date transportation expense is 15.7% under budget.

CSWS MSW Disposal Detail - This report reflects the budget versus actual MSW received by (and disposed at) the Preston Resource Recovery Facility and the Keystone Sanitary Landfill including tons received and disposal price per ton.

In December, 2,760 tons were received and processed at Preston at the rate of \$102.75 per ton. The total Preston disposal expense was \$283,622 which was 14.1% under budget. In December, 1,444 tons were received and disposed at Keystone at the rate of \$45.89 per ton. The total Keystone disposal expense was \$66,269 which was 24.8% under budget.

Total MSW disposal expense for the month of December was \$349,891 (18.7% under budget).

MSW transportation, disposal and accrued Preston Delivery Charges through December 31, 2024 of \$151,966 combined for total MSW services expense of \$625,093 for December (6.1% above budget). Year to date MSW services expense is 11.3% under budget.



DISSOLUTION AUTHORITY
BOARD OF DIRECTORS FINANCIAL REPORT
PERIOD ENDING December 31, 2024

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 transfer station and recycling service operating contracts.

As indicated, recycling service expense totaled \$124,238 in December which includes \$27,539 in transportation expense and \$96,699 in contract operating expense which were a combined 9.4% below budget. Transportation expenses from the Torrington and Essex transfer stations were 5.8% under budget and are detailed on the Recycling Transportation Report. Recycling service contract operating charges include the Base Operating Charge (BOC) and a Management Fee which are detailed on the Recycling Contract Operating Report. As indicated, the net BOC for December was \$75.44 per ton (\$6.56 per ton under budget).

Scrap Metal Sales - This report reflects budget versus actual scrap metal sales broken down into ferrous and non-ferrous metals categories.

The Authority did not include projected scrap metal sales in its fiscal year 2025 budget due to the undeterminable amount of such revenue. Scrap metal sales totaled \$0 in December. Scrap metal sales are expected to ramp up as the MIRA dissolution process and formal closure of the Hartford waste to energy facility moves forward including pending results of the Authority's RFPs for the sale of available and installed non structural equipment and the conduct of major salvage operations. Relevant budget adoption resolutions provide that the net proceeds from such sales be deposited to the Authority's South Meadows Transition Contingency Reserve.

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 totaled \$0.12 million in December which was 10.8% under budget.

Operating expenses totaled \$0.27 million in December (27.2% under budget) primarily due to savings in operating expenses associated with the sale of real property and lower than budget South Meadows operating and maintenance expense. The unbudgeted sales of real and personal property fully offset the Property Division's budgeted year to date operating loss.

Decommissioning Funds - The Authority's Decommissioning Reserve was originally funded at \$3.3 million and an associated budget established for financial reporting purposes. The initial \$3.3 million budget has rolled over to fiscal year 2025 and is shown fully allocated in July. Closure work and expenditures are pending approval of a closure plan by DEEP and contracting activity by the Authority. Interest earnings are retained within this account resulting in its growth to \$3.70 million.



DISSOLUTION AUTHORITY
BOARD OF DIRECTORS FINANCIAL REPORT
PERIOD ENDING December 31, 2024

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 Authority's Property Division Clearing Account, CSWS Clearing Account, Landfill Div. Operating Account and General Fund Checking account are with Bank of America. All other funds and accounts are invested in the State Treasurer's Short Term Investment Fund (STIF). The flow of funds is executed monthly in accordance with Board approved criteria. Receipts for the period ending December 31, 2024 were transferred on January 14, 2025 to fund budgets for the month of February.

Property Division - Cash receipts and interest earnings relative to the division's cash expenditures resulted in a \$44,335 decrease in total division reserves from \$40.00 million to \$39.95 million in December. All funds and reserves fluctuated dependent on the retention or transfer of interest. Receipts, transfers and interest into the Operating Fund were \$191,929 greater than expenditures from the Operating Fund. Authorized transfers from the General Fund to the Operating Fund in support of FY 2025 budgeted South Meadows Site O&M, as well as the FY 2025 Hartford PILOT, commenced with the distribution of May 2024 receipts and will continue through distribution of April 2025 receipts.

Looking forward, net proceeds from the marketing and sale of surplus real and personal property will continue to flow to the South Meadows Transition Reserve and payments from this reserve will continue for conduct of the \$0.63 million South Meadows Redevelopment Considerations Study now underway. Payment of the \$1.5 million budgeted Hartford PILOT will follow contracting activity currently pending Board approval.

The Property Division commenced **Fiscal Year 2024** with total reserves of \$25.92 million.

CSWS Division - CSWS cash receipts were less than funds necessary to execute budgeted distributions to the CSWS Operating Fund causing a transfer of \$481,165 from its Tip Fee Stabilization Fund. In addition to this draw, \$5,787,351 was transferred from the CSWS Operating Fund to the Tip Fee Stabilization Fund in accordance with the Authority's Flow of Funds procedure to maintain 120 days cash on hand in the Operating Fund. After the distribution of December receipts, total reserves in support of the CSWS decreased from \$19.09 million to \$18.80 million. Note that year to date net draws from the Tip Fee Stabilization Fund associated with monthly budgets from July through February were budgeted at \$2.18 million while total net draws for this period were actually \$2.97 million.

Looking forward, the remaining authorized use of Tip Fee Stabilization funds for FY 2025 (in support of budgets for March 2025 through June 2025) is \$318,383. Expenditure of funds from the CSWS Major Maintenance Reserve (for conduct of Transfer Station major maintenance in advance of transfer) have commenced and were budgeted to total \$555,000 in fiscal year 2025. The \$36,500 expenditure in December included payments for Torrington roof repairs.

The CSWS commenced **Fiscal Year 2024** with total reserves of \$25.14 million.

Other Division Balances - Other Division balances decreased from \$4.46 million to \$4.45 million in the month of December due to the timing of disbursements and allocations within the General Fund Checking Account and receipt of interest earnings in all accounts.

Total - The total of all Authority funds and accounts decreased from \$63.54 million to \$63.20 million in the month of December.

At the commencement of **Fiscal Year 2024**, the total of all Authority funds and accounts was \$55.84 million.

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 CSWS Monthly Financial Report

[Narrative](#)

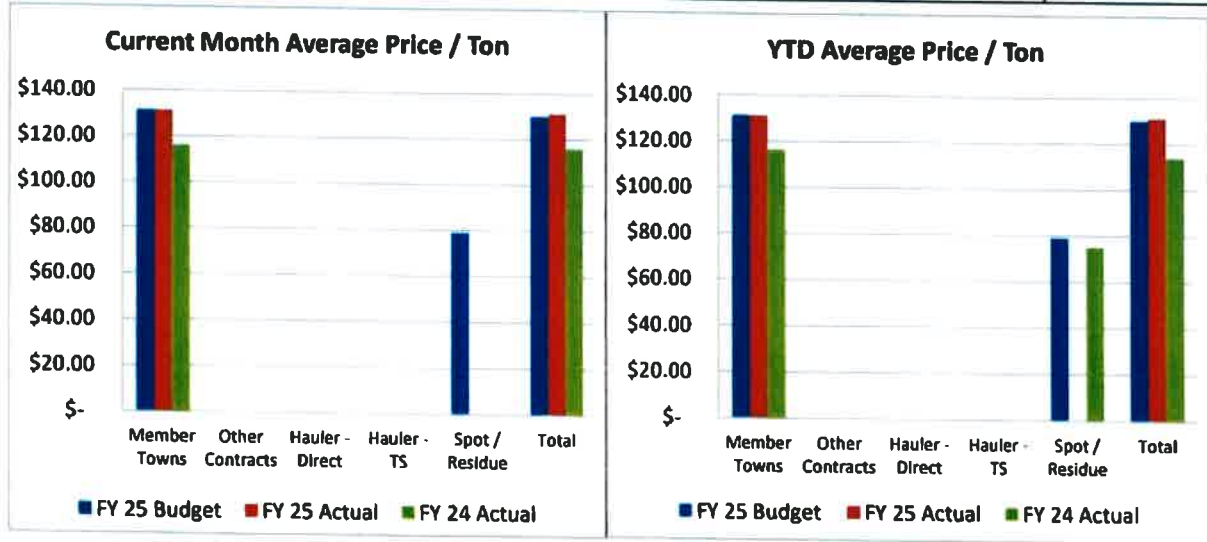
Period Ending: **December 31, 2024**

	Current Month		Variance Better (Worse) than Budget		Year to Date		Variance Better (Worse) than Budget	
	Budget	Actual	\$	%	Budget	Actual	\$	%
REVENUES								
<i>Member Town MSW</i>	\$ 673,465	\$ 571,556	\$ (101,909)	-15.1%	\$ 4,040,790	\$ 3,511,784	\$ (529,006)	-13.1%
<i>Other Contracts MSW</i>	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
<i>Spot Waste MSW</i>	\$ 9,535	\$ -	\$ (9,535)	n/a	\$ 57,209	\$ -	\$ (57,209)	n/a
Bypass, Delivery & Other Charges	\$ 100	\$ -	\$ (100)	n/a	\$ 600	\$ -	\$ (600)	n/a
Member Service Fee	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
CSWS Metal Sales	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Bulky Waste	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Other Energy Markets	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Misc. (Interest, Fees, Other)	\$ 60,000	\$ 135,113	\$ 75,113	125%	\$ 360,000	\$ 596,470	\$ 236,470	66%
TOTAL ACCRUED REVENUES	\$ 743,100	\$ 706,669	\$ (36,431)	-4.9%	\$ 4,458,599	\$ 4,108,254	\$ (350,345)	-7.9%
EXPENDITURES								
Authority Budget	\$ 83,825	\$ 62,211	\$ 21,614	25.8%	\$ 502,950	\$ 409,261	\$ 93,689	18.6%
Direct Personnel	\$ 58,526	\$ 55,637	\$ 2,889	4.9%	\$ 351,156	\$ 335,782	\$ 15,374	4.4%
Operational Expense	\$ 14,267	\$ 550	\$ 13,717	96.1%	\$ 342,698	\$ 222,809	\$ 119,889	35.0%
Host Community Benefit	\$ 4,394	\$ 4,008	\$ 386	8.8%	\$ 26,364	\$ 24,025	\$ 2,339	8.9%
MSW Services	\$ 589,062	\$ 625,093	\$ (36,031)	-6.1%	\$ 3,534,373	\$ 3,134,477	\$ 399,896	11.3%
Recycling Services	\$ 137,200	\$ 124,238	\$ 12,963	9.4%	\$ 823,202	\$ 655,267	\$ 167,935	20.4%
Transfer Station - Essex	\$ 73,233	\$ 71,941	\$ 1,292	1.8%	\$ 439,398	\$ 450,559	\$ (11,161)	-2.5%
Transfer Station - Torrington	\$ 60,787	\$ 60,853	\$ (66)	-0.1%	\$ 364,722	\$ 357,168	\$ 7,554	2.1%
Contingency	\$ 5,833	\$ -	\$ 5,833	n/a	\$ 34,998	\$ -	\$ 34,998	n/a
TOTAL ACCRUED EXPENDITURES	\$ 1,027,128	\$ 1,004,530	\$ 22,597	2.2%	\$ 6,419,861	\$ 5,589,348	\$ 830,513	12.9%
OPERATING INCOME (LOSS)								
(Use of Reserves / Transfers)	\$ (284,028)	\$ (297,861)	\$ (13,834)	4.9%	\$ (1,961,262)	\$ (1,481,094)	\$ 480,168	-24.5%

CSWS MSW Delivery Summary

Period Ending: December 31, 2024

FY 25 Budget	Current Month			Year To Date		
	Tons	Revenue	Price	Tons	Revenue	Price
<u>Member Towns</u>	5,133	\$ 673,465	\$ 131.20	30,798	\$ 4,040,790	\$ 131.20
<u>Other Contracts</u>	-	\$ -	\$ -	-	\$ -	\$ -
<u>Hauler - Direct</u>	-	\$ -	\$ -	-	\$ -	\$ -
<u>Hauler - TS</u>	-	\$ -	\$ -	-	\$ -	\$ -
<u>Spot / Residue</u>	121	\$ 9,535	\$ 78.80	726	\$ 57,209	\$ 78.80
Total	5,254	\$ 683,000	\$ 130.00	31,524	\$ 4,097,999	\$ 130.00
FY 25 Actual	Tons	Revenue	Price	Tons	Revenue	Price
Member Towns	4,356	\$ 571,556	\$ 131.22	26,763	\$ 3,511,784	\$ 131.22
Other Contracts	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - Direct	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	-	\$ -	\$ -	-	\$ -	\$ -
Total	4,356	\$ 571,556	\$ 131.22	26,763	\$ 3,511,784	\$ 131.22
Variance	Tons	Revenue	Price	Tons	Revenue	Price
Member Towns	(777)	\$ (101,909)	\$ 0.02	(4,035)	\$ (529,006)	\$ 0.01
Other Contracts	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - Direct	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	(121)	\$ (9,535)	\$ (78.80)	(726)	\$ (57,209)	\$ (78.80)
Total	(898)	\$ (111,444)	\$ 1.22	(4,761)	\$ (586,215)	\$ 1.22
Total % Var.	-17.1%	-16.3%	0.9%	-15.1%	-14.3%	0.9%



MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 MSW Transportation Detail

[Narrative](#)

Period Ending: **December 31, 2024**

Budget FY 2025	Essex MSW to Preston			Essex to Preston Shortfall			Torrington MSW to Keystone			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
August	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
September	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
October	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
November	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
December	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
January	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
February	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
March	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
April	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
May	3,212	\$ 16.50	\$ 52,998	-	\$ -	\$ -	1,921	\$ 54.89	\$ 105,444	\$ 158,442
June	3,210	\$ 16.50	\$ 52,965	-	\$ -	\$ -	1,917	\$ 54.89	\$ 105,224	\$ 158,189
YTD	19,272	\$ 16.50	317,988	-	#DIV/0!	-	11,526	\$ 54.89	632,662	\$ 950,650

Actual FY 2025	Essex MSW to Preston			Essex to Preston Shortfall			Torrington MSW to Keystone			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	3,194.91	\$ 16.50	\$ 52,716	-	\$ -	\$ -	1,872.84	\$ 55.11	\$ 103,208	\$ 155,924
August	3,088.20	\$ 16.48	\$ 50,894	-	\$ -	\$ -	1,783.56	\$ 55.02	\$ 98,128	\$ 149,022
September	2,649.03	\$ 16.42	\$ 43,497	-	\$ -	\$ -	1,589.81	\$ 54.77	\$ 87,082	\$ 130,579
October	2,784.69	\$ 16.33	\$ 45,474	-	\$ -	\$ -	1,494.38	\$ 54.45	\$ 81,372	\$ 126,846
November	2,482.91	\$ 16.29	\$ 40,447	-	\$ -	\$ -	1,380.11	\$ 54.29	\$ 74,930	\$ 115,377
December	2,767.68	\$ 16.26	\$ 45,002	-	\$ -	\$ -	1,444.09	\$ 54.18	\$ 78,234	\$ 123,237
January			\$ -	-	\$ -	\$ -			\$ -	\$ -
February			\$ -	-	\$ -	\$ -			\$ -	\$ -
March			\$ -	-	\$ -	\$ -			\$ -	\$ -
April			\$ -	-	\$ -	\$ -			\$ -	\$ -
May			\$ -	-	\$ -	\$ -			\$ -	\$ -
June			\$ -	-	\$ -	\$ -			\$ -	\$ -
YTD	16,967	\$ 16.39	278,030	-	#DIV/0!	-	9,565	\$ 54.67	522,954	\$ 800,984

Variance FY 2025	Essex MSW to Preston			Essex to Preston Shortfall			Torrington MSW to Keystone			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	(17.09)	-	(282)	-	-	-	(48.16)	0.22	(2,235)	(2,517)
August	(123.80)	(0.02)	(2,104)	-	-	-	(137.44)	0.13	(7,315)	(9,420)
September	(562.97)	(0.08)	(9,501)	-	-	-	(331.19)	(0.12)	(18,362)	(27,863)
October	(427.31)	(0.17)	(7,524)	-	-	-	(426.62)	(0.44)	(24,072)	(31,596)
November	(729.09)	(0.21)	(12,551)	-	-	-	(540.89)	(0.60)	(30,514)	(43,065)
December	(444.32)	(0.24)	(7,996)	-	-	-	(476.91)	(0.71)	(27,210)	(35,205)
January										
February										
March										
April										
May										
June										
YTD	(2,304.58)	(0.11)	(39,958)	-	#DIV/0!	-	(1,961.21)	(0.22)	(109,708)	(149,666)

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 MSW Disposal Detail

[Narrative](#)

Period Ending: **December 31, 2024**

Budget FY 2025	Essex MSW & Spot to Preston			Essex to Preston Shortfall			Torrington MSW to Keystone			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
August	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
September	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
October	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
November	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
December	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
January	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
February	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
March	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
April	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
May	3,212	\$ 102.75	\$ 330,033	121	\$ 102.75	\$ 12,433	1,921	\$ 45.89	\$ 88,155	\$ 430,620
June	3,210	\$ 102.75	\$ 329,828	127	\$ 102.75	\$ 13,049	1,917	\$ 45.89	\$ 87,971	\$ 430,848
YTD	19,272	\$ 102.75	1,980,198	726	\$ 102.75	74,597	11,526	\$ 45.89	528,928	\$ 2,583,723

Actual FY 2025	Essex MSW & Spot to Preston			Essex to Preston Shortfall			Torrington MSW to Keystone			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	3,207.73	\$ 102.75	\$ 329,594	-	\$ -	\$ -	1,872.84	\$ 45.89	\$ 85,945	\$ 415,539
August	3,032.67	\$ 102.75	\$ 311,607	-	\$ -	\$ -	1,783.56	\$ 45.89	\$ 81,848	\$ 393,454
September	2,619.37	\$ 102.75	\$ 269,140	-	\$ -	\$ -	1,589.81	\$ 45.89	\$ 72,956	\$ 342,097
October	2,780.95	\$ 102.75	\$ 285,743	-	\$ -	\$ -	1,494.38	\$ 45.89	\$ 68,577	\$ 354,320
November	2,558.57	\$ 102.75	\$ 262,893	-	\$ -	\$ -	1,380.11	\$ 45.89	\$ 63,333	\$ 326,226
December	2,760.31	\$ 102.75	\$ 283,622	-	\$ -	\$ -	1,444.09	\$ 45.89	\$ 66,269	\$ 349,891
January			\$ -			\$ -			\$ -	\$ -
February			\$ -			\$ -			\$ -	\$ -
March			\$ -			\$ -			\$ -	\$ -
April			\$ -			\$ -			\$ -	\$ -
May			\$ -			\$ -			\$ -	\$ -
June			\$ -			\$ -			\$ -	\$ -
YTD	16,959.60	\$ 102.75	1,742,599	-	#DIV/0!	-	9,564.79	\$ 45.89	438,928	\$ 2,181,527

Variance FY 2025	Essex MSW & Spot to Preston			Essex to Preston Shortfall			Torrington MSW to Keystone			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	Tons	Rate	Expense	
July	(4.27)	-	(439)	(121.00)	(102.75)	(12,433)	(48.16)	-	(2,210)	(15,082)
August	(179.33)	-	(18,426)	(121.00)	(102.75)	(12,433)	(137.44)	-	(6,307)	(37,166)
September	(592.63)	-	(60,893)	(121.00)	(102.75)	(12,433)	(331.19)	-	(15,198)	(88,524)
October	(431.05)	-	(44,290)	(121.00)	(102.75)	(12,433)	(426.62)	-	(19,578)	(76,301)
November	(653.43)	-	(67,140)	(121.00)	(102.75)	(12,433)	(540.89)	-	(24,821)	(104,394)
December	(451.69)	-	(46,411)	(121.00)	(102.75)	(12,433)	(476.91)	-	(21,885)	(80,729)
January										
February										
March										
April										
May										
June										
YTD	(2,312.40)	-	(237,599)	(726.00)	#DIV/0!	(74,597)	(1,961.21)	-	(90,000)	(402,196)

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 CSWS Recycling Summary

[Narrative](#)

Period Ending: **December 31, 2024**

Budget FY 2024	Non Participating Delivery Revenue					Operating Expenses				
	Essex	Torrington	Total	Rate	Revenue	Trans.	Contract Op.	Direct O&M	Residue	Total
July	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
August	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
September	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
October	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
November	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
December	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
January	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
February	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
March	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
April	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
May	-	-	-		\$ -	\$ 29,231	\$ 107,969	\$ -	\$ -	\$ 137,200
June	-	-	-		\$ -	\$ 29,390	\$ 108,375	\$ -	\$ -	\$ 137,765
YTD	-	-	-		\$ -	\$ 175,388	\$ 647,814	\$ -	\$ -	\$ 823,202

Actual FY 2025	Non Participating Delivery Revenue					Operating Expenses				
	Essex	Torrington	Total	Rate	Revenue	Trans.	Contract Op.	Direct O&M	Residue	Total
July			-		\$ -	\$ 28,530	\$ 86,252	\$ -	\$ -	\$ 114,782
August			-		\$ -	\$ 26,044	\$ 81,021	\$ -	\$ -	\$ 107,065
September			-		\$ -	\$ 22,870	\$ 74,579	\$ -	\$ -	\$ 97,449
October			-		\$ -	\$ 23,384	\$ 82,887	\$ -	\$ -	\$ 106,271
November			-		\$ -	\$ 21,800	\$ 83,662	\$ -	\$ -	\$ 105,463
December			-		\$ -	\$ 27,539	\$ 96,699	\$ -	\$ -	\$ 124,238
January			-		\$ -	\$ -	\$ -			\$ -
February			-		\$ -	\$ -	\$ -			\$ -
March			-		\$ -	\$ -	\$ -			\$ -
April			-		\$ -	\$ -	\$ -			\$ -
May			-		\$ -	\$ -	\$ -			\$ -
June			-		\$ -	\$ -	\$ -			\$ -
YTD	-	-	-		\$ -	\$ 150,167	\$ 505,100	\$ -	\$ -	\$ 655,267

Variance FY 2025	Non Participating Delivery Revenue					Operating Expenses				
	Essex	Torrington	Total	Rate	Revenue	Trans.	Contract Op.	Direct O&M	Residue	Total
July	-	-	-	\$ -	\$ -	\$ (702)	\$ (21,717)	\$ -	\$ -	\$ (22,418)
August	-	-	-	\$ -	\$ -	\$ (3,187)	\$ (26,948)	\$ -	\$ -	\$ (30,136)
September	-	-	-	\$ -	\$ -	\$ (6,361)	\$ (33,390)	\$ -	\$ -	\$ (39,751)
October	-	-	-	\$ -	\$ -	\$ (5,847)	\$ (25,082)	\$ -	\$ -	\$ (30,929)
November	-	-	-	\$ -	\$ -	\$ (7,431)	\$ (24,307)	\$ -	\$ -	\$ (31,738)
December	-	-	-	\$ -	\$ -	\$ (1,693)	\$ (11,270)	\$ -	\$ -	\$ (12,963)
January										
February										
March										
April										
May										
June										
YTD	-	-	-	\$ -	\$ -	\$ (25,222)	\$ (142,714)	\$ -	\$ -	\$ (167,935)

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 CSWS Recycling Transportation

[Narrative](#)

Period Ending: **December 31, 2024**

Budget FY 2025	Essex to Berlin			Torrington to Berlin			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	
July	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
August	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
September	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
October	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
November	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
December	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
January	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
February	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
March	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
April	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
May	549	\$ 32.99	\$ 18,112	412	\$ 26.99	\$ 11,120	\$ 29,231
June	553	\$ 32.99	\$ 18,243	413	\$ 26.99	\$ 11,147	\$ 29,390
YTD	3,294	\$ 32.99	108,669	2,472	\$ 26.99	66,719	\$ 175,388

Actual FY 2025	Essex to Berlin			Torrington to Berlin			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	
July	533.21	\$33.02	\$ 17,607	404.72	\$ 26.99	\$ 10,923	\$ 28,530
August	507.63	\$32.97	\$ 16,737	345.23	\$ 26.96	\$ 9,307	\$ 26,044
September	452.79	\$32.84	\$ 14,870	297.08	\$ 26.93	\$ 8,001	\$ 22,870
October	462.68	\$ 32.68	\$ 15,120	308.15	\$ 26.82	\$ 8,264	\$ 23,384
November	447.09	\$ 32.59	\$ 14,571	270.28	\$ 26.75	\$ 7,229	\$ 21,800
December	554.77	\$ 32.53	\$ 18,047	361.87	\$ 26.23	\$ 9,492	\$ 27,539
January			\$ -			\$ -	\$ -
February			\$ -			\$ -	\$ -
March			\$ -			\$ -	\$ -
April			\$ -			\$ -	\$ -
May			\$ -			\$ -	\$ -
June			\$ -			\$ -	\$ -
YTD	2,958.17	\$ 32.77	96,950	1,987.33	\$ 26.78	53,216	\$ 150,167

Variance FY 2025	Essex to Berlin			Torrington to Berlin			Total Expense
	Tons	Rate	Expense	Tons	Rate	Expense	
July	(15.79)	0.03	(505)	(7.28)	(0.00)	(197)	(702)
August	(41.37)	(0.02)	(1,375)	(66.77)	(0.03)	(1,812)	(3,187)
September	(96.21)	(0.15)	(3,242)	(114.92)	(0.06)	(3,119)	(6,361)
October	(86.32)	(0.31)	(2,991)	(103.85)	(0.17)	(2,856)	(5,847)
November	(101.91)	(0.40)	(3,541)	(141.72)	(0.24)	(3,891)	(7,431)
December	5.77	(0.46)	(65)	(50.13)	(0.76)	(1,628)	(1,693)
January							
February							
March							
April							
May							
June							
YTD	(335.83)	(0.22)	(11,719)	(484.67)	(0.21)	(13,503)	(25,222)

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 CSWS Recycling Contract Operating

[Narrative](#)

Period Ending:

December 31, 2024

Budget FY 2025	Base Operating Charge					Management Fee	Total Expense
	Total Tons	BPF	ACR	Net Price	Expense		
July	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
August	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
September	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
October	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
November	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
December	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
January	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
February	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
March	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
April	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
May	961.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 78,802	\$ 29,167	\$ 107,969
June	966.00	\$ 92.88	\$ (10.88)	\$ 82.00	\$ 79,212	\$ 29,163	\$ 108,375
YTD	5,766	\$ 92.88	\$ (10.88)	\$ 82.00	472,812	175,002	\$ 647,814

Actual FY 2025	Base Operating Charge					Management Fee	Total Expense
	Total Tons	BPF	ACR	Net Price	Expense		
July	939.2	\$ 92.88	\$ (33.03)	\$ 59.85	\$ 56,211	\$ 30,042	\$ 86,252
August	858.5	\$ 92.88	\$ (32.48)	\$ 60.40	\$ 51,854	\$ 29,167	\$ 81,021
September	742.8	\$ 92.88	\$ (31.74)	\$ 61.14	\$ 45,412	\$ 29,167	\$ 74,579
October	776.6	\$ 92.88	\$ (23.71)	\$ 69.17	\$ 53,720	\$ 29,167	\$ 82,887
November	736.43	\$ 92.88	\$ (18.88)	\$ 74.00	\$ 54,496	\$ 29,167	\$ 83,662
December	895.18	\$ 92.88	\$ (17.44)	\$ 75.44	\$ 67,532	\$ 29,167	\$ 96,699
January				\$ -	\$ -		\$ -
February				\$ -	\$ -		\$ -
March				\$ -	\$ -		\$ -
April				\$ -	\$ -		\$ -
May				\$ -	\$ -		\$ -
June				\$ -	\$ -		\$ -
YTD	4,949	\$ 92.88	\$ (26.35)	\$ 66.53	329,225	175,875	\$ 505,100

Variance FY 2025	Base Operating Charge					Management Fee	Total Expense
	Total Tons	BPF	ACR	Net Price	Expense		
July	(21.8)	-	(22.15)	(22.15)	(22,591)	875	(21,717)
August	(102.5)	-	(21.60)	(21.60)	(26,948)	(0)	(26,948)
September	(218.2)	-	(20.86)	(20.86)	(33,390)	(0)	(33,390)
October	(184.4)	-	(12.83)	(12.83)	(25,082)	(0)	(25,082)
November	(224.6)	-	(8.00)	(8.00)	(24,306)	(0)	(24,307)
December	(65.82)	-	(6.56)	(6.56)	(11,270)	(0)	(11,270)
January							
February							
March							
April							
May							
June							
YTD	(817)	-	(15.47)	(15.47)	(143,587)	873	(142,714)

Budget FY 2025	Ferrous Metal					Non - Ferrous Metal					Total Revenue
	Gross Tons	Base Price	Adj.	Net Price	Revenue	Gross Tons	Base Price	Adj.	Net Price	Revenue	
July				\$ -	\$ -				\$ -	\$ -	\$ -
August				\$ -	\$ -				\$ -	\$ -	\$ -
September				\$ -	\$ -				\$ -	\$ -	\$ -
October				\$ -	\$ -				\$ -	\$ -	\$ -
November				\$ -	\$ -				\$ -	\$ -	\$ -
December				\$ -	\$ -				\$ -	\$ -	\$ -
January				\$ -	\$ -				\$ -	\$ -	\$ -
February				\$ -	\$ -				\$ -	\$ -	\$ -
March				\$ -	\$ -				\$ -	\$ -	\$ -
April				\$ -	\$ -				\$ -	\$ -	\$ -
May				\$ -	\$ -				\$ -	\$ -	\$ -
June				\$ -	\$ -				\$ -	\$ -	\$ -
YTD	-		#DIV/0!	#DIV/0!	-	-		#DIV/0!	#DIV/0!	-	\$ -

Actual FY 2025	Ferrous Metal					Non - Ferrous Metal					Total Revenue
	Gross Tons	Base Price	Adj.	Net Price	Revenue	Gross Tons	Base Price	Adj.	Net Price	Revenue	
July	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
August	277.54	\$ 150.77	\$ -	\$ 150.77	\$ 41,844	-	\$ -	\$ -	\$ -	\$ -	\$ 41,844
September	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
October	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
November	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
December	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
January	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
February	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
March	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
April	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
May	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
June	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
YTD	277.54		\$ 151	\$ 151	41,844	-		#DIV/0!	#DIV/0!	-	\$ 41,844

Variance FY 2025	Ferrous Metal					Non - Ferrous Metal					Total Revenue
	Gross Tons	Base Price	Adj.	Net Price	Revenue	Gross Tons	Base Price	Adj.	Net Price	Revenue	
July	-	-	-	-	-	-	-	-	-	-	-
August	277.54	150.77	-	150.77	41,843.73	-	-	-	-	-	41,843.73
September	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-
January											
February											
March											
April											
May											
June											
YTD	277.54	-	#DIV/0!	#DIV/0!	41,843.73	-	-	#DIV/0!	#DIV/0!	-	41,843.73

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report

[Narrative](#)

Property Division Monthly Financial Report

Period Ending: December 31, 2024

REVENUES	Current Month		Variance Better (Worse) than Budget		Year to Date		Variance Better (Worse) than Budget	
	Budget	Actual	\$	%	Budget	Actual	\$	%
Real & Personal Property Sales								
Scrap Metal Sales	\$ -	\$ -	\$ -	n/a	\$ -	\$ 41,844	\$ 41,844	n/a
Equipment / Inventory Sales	\$ -	\$ -	\$ -	n/a	\$ -	\$ 902,152	\$ 902,152	n/a
Real Property Sales	\$ -	\$ -	\$ -	n/a	\$ -	\$ 11,585,566	\$ 11,585,566	n/a
Other Sales	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Total Property Sales	\$ -	\$ -	\$ -	n/a	\$ -	\$ 12,529,562	\$ 12,529,562	n/a
Lease Income (GASB 87 Inc. Interest):								
Golf Center	\$ 2,496	\$ 2,496	\$ (0)	0.0%	\$ 14,976	\$ 14,976	\$ (0)	0.0%
Wheelabrator Lease	\$ 38,079	\$ 19,348	\$ (18,731)	-49.2%	\$ 228,474	\$ 119,231	\$ (109,243)	-47.8%
Jets Billboard	\$ 5,417	\$ -	\$ (5,417)	n/a	\$ 32,502	\$ -	\$ (32,502)	n/a
Other Leases	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Total Lease Income	\$ 45,992	\$ 21,908	\$ (24,148)	-52.5%	\$ 275,952	\$ 134,207	\$ (141,745)	-51.4%
Interest / Misc. Income	\$ 87,500	\$ 97,198	\$ 9,698	11.1%	\$ 525,000	\$ 654,722	\$ 129,722	25%
TOTAL ACCRUED REVENUES	\$ 133,492	\$ 119,106	\$ (14,386)	-10.8%	\$ 800,952	\$ 13,318,491	\$ 12,517,539	1562.8%
EXPENDITURES								
Authority Budget	\$ 51,223	\$ 44,879	\$ 6,344	12.4%	\$ 307,338	\$ 275,866	\$ 31,472	10.2%
Direct Personnel	\$ 31,995	\$ 33,087	\$ (1,092)	-3.4%	\$ 191,970	\$ 193,743	\$ (1,773)	-0.9%
Operating Expense	\$ 1,467	\$ -	\$ 1,467	n/a	\$ 217,589	\$ 215,158	\$ 2,431	1.1%
Hartford PILOT	\$ 125,000	\$ 125,000	\$ -	0.0%	\$ 750,000	\$ 750,000	\$ -	0.0%
Watertown Transfer Station	\$ 2,414	\$ -	\$ 2,414	n/a	\$ 14,484	\$ 2,362	\$ 12,122	83.7%
Ellington Transfer Station	\$ 1,783	\$ 484	\$ 1,299	72.8%	\$ 10,698	\$ 8,618	\$ 2,080	19.4%
South Meadows	\$ 115,243	\$ 65,049	\$ 50,194	43.6%	\$ 691,458	\$ 289,602	\$ 401,856	58.1%
Jet Turbine Facility	\$ 2,783	\$ -	\$ 2,783	n/a	\$ 16,698	\$ -	\$ 16,698	n/a
211 Murphy Road	\$ 18,569	\$ (71)	\$ 18,640	100.4%	\$ 111,414	\$ 34,393	\$ 77,021	69.1%
171 Murphy Road	\$ 2,539	\$ (119)	\$ 2,658	104.7%	\$ 15,234	\$ 4,309	\$ 10,925	71.7%
Railroad Maintenance	\$ 3,417	\$ 4,400	\$ (983)	-28.8%	\$ 20,502	\$ 9,800	\$ 10,702	52.2%
Contingency	\$ 18,417	\$ -	\$ 18,417	n/a	\$ 110,502	\$ -	\$ 110,502	n/a
TOTAL ACCRUED EXPENDITURES	\$ 374,850	\$ 272,709	\$ 102,141	27.2%	\$ 2,457,887	\$ 1,783,852	\$ 674,035	27.4%
OPERATING INCOME (LOSS)								
(Use of Reserves / Transfers)	\$ (241,358)	\$ (153,603)	\$ 87,755	-36.4%	\$ (1,656,935)	\$ 11,534,639	\$ 13,191,574	-796.1%

MIRA Dissolution Authority
 FY 2025 Board of Directors Financial Report
 WTE Decommissioning Reserve

Narrative

Period Ending: 12/31/24

	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 Wquipment 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/Termina	\$ -	\$ -	\$ -	\$ 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 & Recycling Authority
 Authority Budget, CSWS, Landfill Division and Property Division
 Flow of Funds

Period Ending: December 31, 2024
 Transfer Date: January 14, 2025
 Funding: February 1, 2025

Property Division Receipts	Beginning Balance	Interest (+)	Receipts (+)	Adjustments [+(-)]	Net Receipts to Distribution [-]	Ending Balance
PD Clearing Account	\$ 1,000.00		\$ 52,500.74		\$ 52,500.74	\$ 1,000.00
Property Division Disbursements	Ending Balance	Interest (+)	Expenditures [-]	Adjustments [+(-)]	Distribution of Net Receipts [+(-)]	Ending Balance
PD Operating Fund	\$ 4,622,945.28	\$ 40,019.84	\$ 160,079.00	\$ 731.20	\$ 311,256.74	\$ 4,814,874.06
PD General Fund	\$ 10,684,547.90	\$ 42,618.62			\$ (258,756.00)	\$ 10,468,410.52
PD Improvement Fund	\$ 145,333.85					\$ 145,333.85
PD Jets Major Maintenance	\$ 798,813.87					\$ 798,813.87
CSWS Decommissioning Reserve	\$ 3,684,879.17	\$ 14,559.24				\$ 3,699,438.41
South Meadows Transition Reserv	\$ 20,059,407.73		\$ 34,685.93			\$ 20,024,721.80
Total Property Division	\$ 39,996,927.80	\$ 97,197.70				\$ 39,952,592.51
CSWS Division Receipts	Ending Balance	Interest (+)	Receipts (+)	Adjustments [+(-)]	Net Receipts to Distribution [-]	Ending Balance
CSWS Clearing Account	\$ 40,000.00		\$ 445,797.99		\$ (445,797.99)	\$ 40,000.00
CSWS Division Disbursements	Ending Balance	Interest (+)	Expenditures [-]	Adjustments [+(-)]	Distribution of Net Receipts [+(-)]	Ending Balance
CSWS Operating STIF	\$ 10,636,552.78	\$ 121,635.08	\$ 832,758.45		\$ (4,860,388.38)	\$ 5,065,041.11
CSWS Debt Service Fund	\$ 3,875.01					\$ 3,875.01
CSWS General Fund	\$ 1,237.49	\$ 4.88				\$ 1,242.37
CSWS Risk Fund	\$ 1,008,517.03	\$ 3,984.72				\$ 1,012,501.75
CSWS Legal Reserve	\$ 455,620.14	\$ 1,800.18				\$ 457,420.32
CSWS Improvement Fund	\$ 319,447.51					\$ 319,447.51
CSWS Major Maintenance	\$ 1,750,473.62	\$ 6,828.90	\$ 96,500.00			\$ 1,720,802.52
CSWS Tip Fee Stabilization	\$ 4,870,268.93				\$ 5,306,186.29	\$ 10,176,455.22
Total CSWS	\$ 19,085,992.51	\$ 134,253.76				\$ 18,796,785.81
Other Division Balances	Ending Balance	Interest	Receipts	Expenditures	Adjustments	Ending Balance
General Fund Checking	\$ 292,614.33		\$ 1,074,241.52	\$ 1,094,880.18		\$ 271,975.67
Authority General Fund STIF	\$ 240,840.85	\$ 951.58				\$ 241,792.43
Hartford Solar Reserve	\$ 315,723.95	\$ 1,247.45				\$ 316,971.40
MIRA Severance Fund	\$ 963,533.79	\$ 3,806.98				\$ 967,340.77
Landfill Div. Operating Account	\$ 1,000.00		\$ 9,000.00		\$ (9,000.00)	\$ 1,000.00
Landfill Operating STIF	\$ 2,646,047.62	\$ 10,365.46		\$ 10,849.34	\$ 9,000.00	\$ 2,654,463.74
Total Other	\$ 4,459,760.54	\$ 16,371.47				\$ 4,453,544.01
TOTAL ALL FUNDS AND ACCOUNTS	\$ 63,542,680.85	\$ 247,822.93	\$ -	\$ -	\$ -	\$ 63,202,922.33

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.
- Interest earnings on the CSWS Tip Fee Stabilization Fund shall be transferred to the Property Division Operating Account effective August 1, 2023
- After the distribution of December cash receipts, a total of \$67,838,463.04 remained due to the Tip Fee Stabilization Reserve from the CSWS.
- Decommissioning Reserve of \$3.3 million was established pursuant to Board resolution. Interest earnings are being retained in the reserve account.
- Property Division Operating Account was under funded by \$40,971.42 for the period ending 12/31/2024. July through February funding shortfall is \$327,405.83

Materials Innovation and Recycling Authority
FY 2025 Board of Directors Financial Report

Segmented Income Statements- 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.

Segmented Income Statement

DRAFT

Period Ending: **December 31, 2024**

	General Fund	Connecticut Solid Waste System	Mid-Connecticut Project	Southwest Project	Property Division	Landfill Division	Eliminations	Total
Operating Revenues								
Service charges:								
Members	\$ -	\$ 3,512	\$ -	\$ -	\$ -			\$ 3,512
Others	-	-	-	-	-	-	-	-
Energy sales	-	-	-	-	-	54	-	54
Other operating revenues	-	4	-	-	157	6	-	167
Total Operating Revenues	-	3,516	-	-	157	60	-	3,733
Operating Expenses								
Solid waste operations	-	4,950	-	-	1,753	23	0	6,726
Maintenance and utilities	-	384	-	-	(82)	60	-	362
Legal services - external	-	9	-	-	26	-	-	35
Administrative and Operational services	-	745	-	-	470	51	-	1,266
Total Operating Expenses	-	6,088	-	-	2,167	134	-	8,389
Operating Income (Loss) before Depreciation and Amortization	-	(2,572)	-	-	(2,010)	(74)	-	(4,656)
Depreciation and amortization	3	13	-	-	97	69	0	182
Operating Income (Loss)	(3)	(2,585)	-	-	(2,107)	(143)	-	(4,238)
Non-Operating Revenues (Expenses)								
Investment income	-	594	1	-	706	76	-	1,377
Settlement income (expense)	-	-	-	-	12,182	-	-	12,182
Other income (expenses)	-	-	(1)	-	-	-	-	(1)
Distribution to SARRRA	-	-	-	-	-	-	-	-
Non-Operating Revenues (Expenses), net	-	594	-	-	12,888	76	-	13,558
Income (Loss) before Transfers	(3)	(1,991)	-	-	10,781	(67)	-	8,720
Transfers in (out)	-	-	-	-	-	-	0	-
Change in Net Position	(3)	(1,991)	-	-	10,781	(67)	-	8,720
Total Net Position, beginning of period	270	(15,540)	31	-	72,344	20,716	-	79,721
Total Net Position, end of period	\$ 267	\$ (15,531)	\$ 31	\$ -	\$ 83,125	\$ 20,649	\$ -	\$ 84,441
RECONCILIATION TO VARIANCE REPORT:								
Add: Expenses paid from reserves	-	348	0	-	701	-	-	1,049
Add: Amortization	3	13	-	-	97	69	-	182
Less: GAAP Exp (Deferred for Budget)	-	-	-	-	-	-	-	-
Add: Spare parts and fuel inventory adjustment	-	135	-	-	-	-	-	135
Add: Capitalized expenses net of asset disposals	-	-	-	-	275	-	-	275
Add: Settlement income	-	-	-	-	-	-	-	-
Other	-	14	-	-	(320)	-	-	(286)
Operating Income (Loss) per Variance report	n/a	(1,881)	n/a	n/a	11,334	n/a	n/a	10,053

ties with CSWS financials tab

ties with PD financials tab

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

Note: Eliminations and depreciation are preliminary amounts.

Other: Sep20 - REC's were billed and in the GL for Sep20 s/h/b billed in October20



Report on Exceptions to the Competitive Process

Discussion

The MIRA Procurement Policies and Procedures, effective January 22, 2004, contain a provision exempting certain purchases from the competitive process; these exceptions are listed in Section 3.1.2 of the Policy.

Section 3.1.3 of the Procurement Policies and Procedures, Making and Reporting and Exception, requires that a purchase that is not conducted pursuant to the competitive process be reported as soon as practicable to the Policy and Procurement Committee, and the full Board of Directors.

This is to serve as the report required by section 3.1.3 of the Procurement Policies and Procedures. The following table provides a summary of this information.

Comp 2		Comp 2 - State Contract (DAS, DEEP, DOT, BEST)		
<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
12/6/24	PO0016388	BLUE SHEILD OF CT- PROVIDES MEDICAL EMPLOYEE BENEFIT-LANDFILL BUDGET -JANUARY - JUNE 2025 - 6 MONTH PERIOD	2,626.56	ANTHEM BCBS OF CT
12/6/24	PO0016388	BLUE SHEILD OF CT- PROVIDES MEDICAL EMPLOYEE BENEFIT-PROPERTY BUDGET -JANUARY - JUNE 2025 - 6 MONTH PERIOD	28,852.44	ANTHEM BCBS OF CT
12/6/24	PO0016388	FY2025-ANTHEM BLUE CROSS AND BLUE SHEILD OF CT- PROVIDES MEDICAL EMPLOYEE BENEFIT-AUTHORITY BUDGET -JANUARY- JUNE 2025 - 6 MONTH PERIOD	41,792.58	ANTHEM BCBS OF CT
12/6/24	PO0016388	BLUE SHEILD OF CT- PROVIDES MEDICAL EMPLOYEE BENEFIT-CSWS BUDGET -JANUARY - JUNE 2025- 6 MONTH PERIOD - PLUS CARRYING OVER THE REMAINDER OF \$8,225.17	55,757.45	ANTHEM BCBS OF CT
12/6/24	PO0016390	FY25 - REPAIR LEAKING FIRE DEPARTMENT CONNECTION FOR ADMIN BUILDING THAT FAILED 5-YEAR INSPECTION, AND RE-TEST TO VERIFY EQUIPMENT INTEGRITY, 300 MAXIM ROAD, HARTFORD.	2,552.50	FIRE PROTECTION TESTING INC
12/11/24	PO0016417	FY25 -Q3- PHONE SERVICE(ALARM) FOR JETS SHOP STATE CONTRACT DOIT Contract B-03-012	510.00	FRONTIER COMMUNICATIONS CORPORATION
12/11/24	PO0016400	FY25 - Q3 PHONESERVICE FOR ESSEX TS. BILLING 860-767-0841, 860-767-2876 DOIT Contract B-03-012	525.00	FRONTIER COMMUNICATIONS CORPORATION
12/11/24	PO0016418	FY25-Q3 - PHONE SERVICE(ALARM) FOR 300 MAXIM RD (WPF). BILLING 860-524-1316, 493-0891 STATE CONTRACT DOIT Contract B-03-012	570.00	FRONTIER COMMUNICATIONS CORPORATION
12/16/24	PO0016411	FY2025 - W.B. MASON - 2ND QUARTER OFFICE SUPPLIES FOR ENFORCEMENT STAFF STATE NO. 18PSX0032	300.00	W B MASON CO INC
12/18/24	PO0016414	FY 25 - Q3 EVERY OTHER WEEK PICKUP OF 4 YARD TRASH DUMPSTER AND RECYCLING CART AT HEADQUARTERS (WPF) OFFICES. BILLED MONTHLY @ \$136.08 PER MONTH X 3 MONTHS (10/1/2024 - 12/31/2024) = \$408.24 PER DAS CONTRACT 23PSX0258	410.00	CWPM LLC
			133,896.53	

INSUR Insurance Requirements

<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>
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12/16/24	PO0016410	FY2025 CIRMA - LIABILITY AUTOMOBILE-PROPERTY - LAP 202401383300 - 07/01/2024-07/01/2025- CSWS PORTION- 3RD INSTALLMENT - INVOICE DUE 12/31/24 - INVOICE NO. 33031	29,190.00	CONN INTERLOCAL RISK MGMT AGENCY
12/18/24	PO0016413	FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-LANDFILL - 2ND SEMI-ANNUAL INSTALLMENT	137.70	CONN INTERLOCAL RISK MGMT AGENCY
12/18/24	PO0016413	FY2025-CIRMA-WORKERS COMPENSATION-07/01/2024-07/01/2025-WC20240138 3200-PROPERTY DIVISION-2ND SEMI-ANNUAL INSTALLMENT	1,514.70	CONN INTERLOCAL RISK MGMT AGENCY
12/18/24	PO0016413	FY2025-CIRMA-WORKERS COMP-WC 2024013832 00-7/1/12024-07/01/2025-2ND SEMI-ANNUAL INSTALLMENT-AUTHORITY BUDGET	3,786.75	CONN INTERLOCAL RISK MGMT AGENCY
12/18/24	PO0016413	FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-CSWS - 2NDSEMI-ANNUAL INSTALLMENT	4,199.85	CONN INTERLOCAL RISK MGMT AGENCY
			38,829.00	

NC1 Emergency-determined by President

<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
12/11/24	PO0016397	FY2025 - PROPERTY DIVISION - EMEGENCY PURCHASE AND INSTALLATION OF NEW BULBS AND PREVENTIVE MAINTENANCE FOR BOTH STACKS (SIX LIGHTS TOTAL). ADDITIONAL EQUIPMENT REQUIRED FOR REPAIR	2,003.00	SKYTEC INC
			2,003.00	

NC2 NC-proprietary,patent,intellectual property rights

<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
12/23/24	PO0016419	FY2025 - RISI SUBSCRIPTION RENEWAL TO FASTMARKETS-RISI FOR JANUARY - JUNE 2025	1,995.00	RISI INC
			1,995.00	

NC8 NC-small purchase <\$2500 (explain)

<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
12/11/24	PO0016399	FY25 Q3 3 MONTHS RENTAL OF WATER FILTRATION SYSTEM @ \$40.50 X 3 = \$121.50 AT 300 MAXIM ROAD HARTFORD = \$121.50 TOTAL,	121.50	CRYSTAL ROCK LLC
			121.50	

Grand Total: 176,845.03

Fr: July 01, 2024

To: December 31, 2024



Report on Vendors that have exceeded \$50,000 on Cumulative Contracts

Discussion

The MIRA Procurement Policies and Procedures, effective January 22, 2004, contain a provision requiring that a report be submitted to the appropriate board committee(s) in the event that MIRA enters into multiple contracts or multiple Request for Services ("RFS") with one vendor during one fiscal year, and none of the contracts and/or RFSs individually is in excess of \$50,000.00, but the sum of all contract and/or RFS amounts with that vendor exceeds \$50,000.00 in the aggregate.

This is to report to the Policies and Procurement Committee, pursuant to Section 4.1.3.2.2 (governing contracts) and Section 4.1.4.2 (governing RFSs) of the MIRA Procurement Policies and Procedures, those vendors with which CRRA has established multiple contracts and/or RFSs during a fiscal year, all of which are less than \$50,000.00, but which in the aggregate exceed \$50,000.00 to date.

AMERESCO INC

PO0016187	7/9/24	FY2025 - LANDFILL DIVISION - SOLAR EGF - FOR ROUTINE AND NON-ROUTINE INSPECTION AND MAINTENANCE SERVICES	16,682.50
PO0016187	7/9/24	FY2025 - LANDFILL DIVISION - HARTFORD LANDFILL SOLAR EGF - FOR PURCHASE AND INSTALLATION OF REBUILT DMGI FOR POWER	20,403.44
PO0016307	9/10/24	FY2025 - LANDFILL DIVISION - HARTFORD LANDFILL SOLAR EGF - FOR PURCHASE AND INSTALLATION OF TWO REBUILT DMGI FOR POWER	40,287.05
			77,372.99

BEECHER CARLSON INSURANCE COMPANY LLC

PO0016199	7/16/24	FY2025 - BROWN AND BROWN, UMBRELLA RENEW POLICY #NHA601440 07/1/24- 07/01/25 - AUTHORITY BUDGET SHARE	858.00
PO0016199	7/16/24	FY20254 - BROWN AND BROWN POLICY #NHA601440-07/01/2024 - 07/01/2025 UMBRELLA - RENEW POLICY - CSWS SHARE	25,142.00
PO0016200	7/16/24	FY2025 - BROWN AND BROWN EXCESS LIABILITY RENEW POLICY, 07/01/2024-07/01/2025- AUTHORITY BUDGET	825.00
PO0016200	7/16/24	FY2025 - BROWN AND BROWN - EXCESS LIABILITY RENEW POLICY - 07/01/2024-07/01/2025 - CSWS PORTION	24,175.00
PO0016201	7/16/24	FY2025 - BROWN AND BROWN - 07/01/2024-07/01/2025 - CRIME RENEW POLICY#105593480 - TRAVELERS COMPANIES, INC/TRAVELER	3,419.00
PO0016202	7/16/24	FY2025 - BROWN AND BROWN - FIDUCIARY - RENEW POLICY- 07/01/2024-07/01/2025 - POLICY#106080722-TRAVELERS COMPANIES,	5,489.00
PO0016203	7/16/24	FY2025 - BROWN AND BROWN - EXCESS D&O (PUBLIC OFFICIALS) - RENEW POLICY- 07/01/2024-07/01/2025 - POLICY#FO618DMLA24	40,900.00
PO0016275	8/19/24	FY2025 BROWN AND BROWN DBA BEECHER CARLSON INSURANCE - 2024 JURISDICATIONAL INSPECTION FEE INVOICE - SEE	850.00
PO0016374	11/8/24	FY2024 - BEECHER CARLSON (BROWN AND BROWN) INSURANCE AUDIT ADJUSTMENT FOR WORKERS COMPENSATION AUDITS -	106.11
PO0016374	11/8/24	FY2024 - BEECHER CARLSON (BROWN AND BROWN) INSURANCE AUDIT ADJUSTMENT FOR WORKERS COMPENSATION AUDITS -	606.34
PO0016374	11/8/24	FY2024 - BEECHER CARLSON (BROWN AND BROWN) INSURANCE AUDIT ADJUSTMENT FOR WORKERS COMPENSATION AUDITS - CSWS	803.40
PO0016374	11/8/24	FY2024 - BEECHER CARLSON (BROWN AND BROWN) AUDIT ADJUSTMENT FOR GL AUDITS - JULY 1, 2023-JULY 1, 2024...SEE	2,836.45
			106,010.30

CONN INTERLOCAL RISK MGMT AGENCY

PO0016273	8/19/24	FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-LANDFILL - 1ST SEMI-ANNUAL INSTALLMENT	137.71
PO0016273	8/19/24	FY2025-CIRMA-WORKERS COMPENSATION-07/01/2024-07/01/2025-WC202401383200-PROPERTY	1,514.86
PO0016273	8/19/24	FY2025-CIRMA-WORKERS COMP-WC 2024013832 00-7/1/12024-07/01/2025-1ST SEMI-ANNUAL INSTALLMENT-AUTHORITY	3,787.14
PO0016273	8/19/24	FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-CSWS - 1S SEMI-ANNUAL INSTALLMENT	4,200.29
PO0016274	8/19/24	FY2025 CIRMA - LIABILITY-AUTOMOBILE-PROPERTY- LAP 2024013833 00 - 07/01/2024-07/01/2025- AUTHORITY - 1ST INSTALLMENT	2,422.77
PO0016274	8/19/24	FY2025 CIRMA - LIABILITY-AUTOMOBILE-PROPERTY #LAP 2024013833 00 - 07/01/2024-07/01/2025- PROPERTY - 1ST INSTALLMENT	9,720.27
PO0016274	8/19/24	FY2025 CIRMA - LIABILITY AUTOMOBILE-PROPERTY - LAP 202401383300 - 07/01/2024-07/01/2025- CSWS - 1ST INSTALLMENT	17,046.96
PO0016323	9/11/24	FY2025 CIRMA - LIABILITY AUTOMOBILE-PROPERTY - LAP 202401383300 - 07/01/2024-07/01/2025- CSWS PORTION- 2ND	29,190.00
PO0016410	12/16/24	FY2025 CIRMA - LIABILITY AUTOMOBILE-PROPERTY - LAP 202401383300 - 07/01/2024-07/01/2025- CSWS PORTION- 3RD	29,190.00
PO0016413	12/18/24	FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-LANDFILL - 2ND SEMI-ANNUAL INSTALLMENT	137.70
PO0016413	12/18/24	FY2025-CIRMA-WORKERS COMPENSATION-07/01/2024-07/01/2025-WC202401383200-PROPERTY	1,514.70
PO0016413	12/18/24	FY2025-CIRMA-WORKERS COMP-WC 2024013832 00-7/1/12024-07/01/2025-2ND SEMI-ANNUAL INSTALLMENT-AUTHORITY	3,786.75
PO0016413	12/18/24	FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-CSWS - 2NDSEMI-ANNUAL INSTALLMENT	4,199.85

106,849.00



INFORMATION REGARDING UPCOMING SOLICITATIONS

Schedule-yet-to be-finalized RFP/B/Q which the Authority may issue in FY2025

(schedule and/or scope yet to be finalized pending guidance from Board of Directors, approval of South Meadows decommissioning plan, etc.)

- RFP/RFS or other solicitation as needed to complete documentation and plans for the South Meadows Site addressing i) Water Management, ii) Engineered Control Inspections, iii) Fire, Safety and Security, iv) Routine Facility Maintenance, v) Site Energy and vi) Other Utilities.
- Additional solicitations, requests for quotes, or use of state contracts if/as necessary to assist in the sale, scrap, and/or disposal of spare parts, unused inventory, electronic waste or other miscellaneous scrap metal and other personal property from the closed South Meadows Facility, or the Authority generally, not otherwise included in major salvage operations.
- Request for Quotes (or other public solicitations if warranted, or use of DAS state contracts if possible) for various building and facility services at the Authority's Headquarters offices and South Meadows facility including custodial office cleaning, grounds maintenance, HVAC maintenance, on-call electrical work, on-call plumbing work, on-call fencing work, and/or any other facilities or grounds work deemed necessary.
- Other solicitations if/as necessary to support decommissioning the South Meadows Facility.

Contracts-of-note ending in FY2025 (or soon thereafter) – new contracts/solicitations needed if continued services desired

- On-call Agreements with various firms for Engineering, Consulting And Power-Product Professional Services (existing contracts end June 30, 2025)
- RFP/RFS/request for quotes for Monitoring, Inspection, Maintenance and Repair Service of Solar Electricity Generating Facility at Hartford Landfill (existing arrangement ends June 30, 2025)
- Service Agreement regarding inspection of Maxim Road crossing (existing service contract ends June 30, 2025)
- 401(k) Plan Services (existing contract ends June 30, 2025)
- Mail machine lease (existing contract ends on July 8, 2025. Notice to Quadient due by June 1 if extending)
- Commercial and Industrial Real Estate Services Agreement (existing contract ends October 31, 2025)
- Health and Welfare Broker of Record Services (existing contract ends December 31, 2025)
- One-Year Solid Waste And Recyclables Hauler Delivery Agreements (existing contracts with approximately 20 haulers end June 30, 2025)

FISCAL YEAR 2025 LEGAL REQUEST FOR SERVICES

FOR PERIOD ENDING 12/31/2024

LEGAL FIRM	Matter	Board Approval	PO Number	PO Amount	FY25 expenses paid from FY24 PO	FY24 expenses paid from FY25 PO	FY25 accrued estimates	FY24 expenses Paid from FY24 PO (not accrued in FY24)	FY24 over/under accrual, Refunds received etc	Total per General ledger
Cohn Birnbaum & Shea	South Meadows Exit Strategy	BOD 9/11/25	PO#16322	\$ 15,000	\$ 1,137				\$ (246)	\$ 891
	Ellington									\$ -
	Property Division - Wind Down		PO#16300	\$ 10,000						\$ -
	Landfill		PO#16321	\$ 5,000						\$ -
	South Meadows Transition Contingency	(Watertown TS Sale)	PO#16320	\$ 10,000	\$ 7,689					\$ 7,689
Total Cohn Birnbaum & Shea				\$ 40,000	\$ 1,137	\$ -	\$ -	\$ -	\$ (246)	\$ 8,580
Day Pitney	NPDES Permitting Support.			\$ -						\$ -
Total Day Pitney				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Halloran & Sage	GC - Authority Budget		PO#16288	\$ 20,000	\$ 13,361	\$ 40,161		\$ (1,953)		\$ 51,569
	Wind Down - Authority Budget		PO#16301	\$ 25,000	\$ 446					\$ 446
	Property Division						\$ 1,370			\$ 1,370
	CSWS		PO#16289	\$ 50,000	\$ 6,864	\$ 3,135		\$ (803)		\$ 9,196
	South Meadows Transition Contingency	Watertown TS Sale	PO#16302㿭	\$ 4,016	\$ 1,312		\$ 2,016	\$ -		\$ 3,328
	South Meadows Transition Contingency	Murphy Road Sale	PO#16394	\$ 13,500	\$ 13,454					\$ 13,454
	Landfill Division									
	MidCT									
Beginning Halloran & Sage				\$ 112,516	\$ 35,436	\$ -	\$ 43,296	\$ 3,386	\$ (2,756)	\$ 79,362
Kainen, Escalera & McHale	Employment		PO#16284	\$ 20,000	\$ 3,099					\$ 3,099
Total Kainen, Escalera & McHale				\$ 20,000	\$ 3,099	\$ -	\$ -	\$ -	\$ -	\$ 3,099
Melick & Porter	Tremont									\$ -
Total Melick & Porter				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:				\$ 172,516	\$ 39,671	\$ -	\$ 43,296	\$ 3,386	\$ (3,001)	\$ 91,041

Agrees with Gen Ledger

Kainen, Escalera & Mc Hale - RFS 20,000.00 Authority
 Halloran & Sage - RFS 20,000.00 Authority-General
 Halloran & Sage - RFS 25,000.00 Authority- Wind Down
 Halloran & Sage - RFS 50,000.00 CSWS
 Cohn, Birnbaum & Shea - RFS 10,000.00 PD - Wind down
 Cohn, Birnbaum & Shea - RFS 5,000.00 Landfill

South Meadows Transition Contingency-Watertown TS Sale 20,000.00
 Murphy Road Sale 30,000.00

Budget:
 Authority \$ 65,000.00 ✓
 CSWS \$ 100,000.00
 Property \$ 10,000.00 ✓
 Landfill \$ 5,000.00 ✓
\$ 180,000.00

Attachment 13

MIRA DISSOLUTION AUTHORITY

BOARD OF DIRECTORS MEETING – FEBRUARY 19, 2025

Draft Proposed Fiscal Year 2026 CSWS Budget

- ▶ Planning Level Assumptions
- ▶ Summary Proposed FY 2026 Budget
 - ▶ FY 2026 Participating Town Fees
 - ▶ Disposal Fee Trend
 - ▶ FY 2026 Operating Expense Budget
 - ▶ FY 2026 Non Disposal Fee Revenue
- ▶ Exhibit A: CSWS Expenditure Detail

Planning Level Budget Assumptions

2

- MSA Deliveries:
 - Torrington MSW – 23,048 Tons
 - Torrington Recycling – 4,945 Tons
 - Essex MSW – 38,542 Tons
 - Essex Recycling – 6,592 Tons
- Non Participating Deliveries – 0 Tons to Covanta Preston
- FY 2026 Budget Contract Rates (Including Fuel Surcharges):

Facility	MSW	Recycling
Torrington Transportation	\$56.47	\$27.77
Torrington Process / Dispose	\$47.27	\$84.79
Essex Transportation	\$17.00	\$33.99
Essex Process / Dispose	\$106.86	\$84.79

Summary Proposed FY 2026 Budget

3

• Total Operating Revenues -	\$ 8,979,813
• Total Operating Expenses -	<u>\$13,094,825</u>
• Loss Before Reserve Contributions -	\$ (4,115,012)
• Updated Reserve (Use) / Contribution:	
○ Uniform Base Disposal Fee Deficit Funding -	\$ (3,881,154)
○ Additional Tier 1 Long Term Discount -	\$ (12,502)
○ Additional Tier 1 Short Term Discount -	<u>\$ (221,356)</u>
○ Total Deficit Funding -	\$(4,115,012)
○ Represents a \$448,527 Increase from FY 2025 Total Deficit Funding	

FY 2026 Participating Town Fees

4

- **Cost of Operation -** \$ 13,094,825
 - **Direct Cost of MSW and Recycling Operations - \$10,497,286**
(Contractor O&M, transportation, disposal and processing)
 - **Authority Allocated Cost – 2,597,539**
(Authority CSWS operating, Authority Budget, Insurance, Direct / Indirect Personnel)
 - **Total Cost of Operation - \$13,094,825**
(No Proposed Use of Major Maintenance Fund)

- **Non Disposal Fee Revenue -** \$591,070
- **Net Cost of Operation -** \$12,503,755
- **Add: Cost of Service Discounts -** \$ 233,858
 - **Tier 1 Long Term – 6,251 Tons @ \$2.00 = \$12,502**
 - **Tier 1 Short Term – 55,339 Tons @ \$4.00 = \$221,356**

- **Deduct: Deficit Funding -** \$ (4,115,012)
 - **Through use of Tip Fee Stabilization & CSWS Operating Fund - \$4,115,012**

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

FY 2026 Participating Town Fees

5

• Total Rate Base -		\$8,622,601
○ Net Cost of Operation + Cost of Service Discounts - Deficit Funding		
• Aggregate Tons -		61,590
○ Service Discounted (Tier 1 Long) –	6,251	
○ Tier 1 Short Term –	<u>55,339</u>	
○ Total -	61,590	
• Uniform Base Disposal Fee -		\$140.00 / Ton
• Less Tier 1 Long Term Service Discount -		\$2.00 / Ton
• Tier 1 Long Term Disposal Fee -		\$138.00 / Ton
• Less Tier 1 Short Term Discount -		\$4.00 / Ton
• Tier 1 Short Term Disposal Fee -		\$136.00 / Ton
• Total Member Disposal Fees -		\$8,388,742
○ Tier 1 Long Term - 6,251 Tons * \$138.00 =	\$862,638	
○ Tier 1 Short Term – 55,339 Tons * \$136.00 =	\$7,526,104	

Disposal Fee Trend

6

Period	Tier 1 Long	Tier 1 Short
FY 2026 Proposed	\$138.00	\$136.00
FY 2025 Adopted	\$133.00	\$131.00
FY 2024 Adopted	\$118.00	\$116.00
FY 2023 Adopted	\$116.00	\$111.00
FY 2022 Adopted	\$105.00	N/A

FY 2026 Operating Expense Budget

7

• MSW Transportation -		\$1,956,735
○ Torrington -	\$1,301,521	
○ Essex -	<u>\$ 655,214</u>	
○ Total -	\$1,956,735	
• MSW Disposal -		\$5,208,077
○ Torrington -	\$1,089,479	
○ Essex -	\$4,118,598	
○ Essex (Non Participating) -	<u>\$ 0</u>	
○ Total -	\$5,208,077	
• Transfer Station Contract Operations -		\$1,590,142
○ Torrington -	\$ 737,815	
○ Essex -	<u>\$ 852,327</u>	
○ Total -	\$1,590,142	
• Recycling Contract Operations -		\$1,328,222
○ Torrington -	\$ 419,287	
○ Essex -	\$ 558,936	
○ Management Fee -	<u>\$ 350,000</u>	
○ Total -	\$1,328,222	
• Recycling Transportation -		\$ 361,385
○ Torrington -	\$ 137,323	
○ Essex -	<u>\$ 224,062</u>	
○ Total -	\$ 361,385	

FY 2026 Operating Expense Budget

8

• Authority CSWS Operating Expense -		\$ 620,117
○ Essex -	\$ 331,789	
○ Torrington -	\$ 22,609	
○ Enforcement / Administration	<u>\$ 265,719</u>	
○ Total -	\$ 620,117	
• Host Community Benefits-		\$ 52,725
○ Essex -	\$ 32,542	
○ Torrington -	<u>\$ 20,183</u>	
○ Total -	\$ 52,725	
• Insurance -		\$ 232,578
• Authority Budget-		\$1,015,978
○ Indirect Personnel -	\$ 623,212	
○ Non Personnel -	<u>\$ 392,766</u>	
○ Total -	\$1,015,978	
• Direct Personnel-		<u>\$ 728,866</u>
• Total Operating Expense Budget -		\$13,094,825

FY 2026 Non Disposal Fee Revenue

9

○ Transfer Station Capacity Shares -		\$ 1,000
○ Sale of Recovered Products -		\$ 0
○ Other -		\$ 590,070
× <u>Interest Income:</u>		
× CSWS Division		
○ Including Tip Fee Stabilization Fund		
○ Excluding South Meadows Transition Contingency Reserve		
○ Average Declining Balance is \$13.9 Million (7/1/2025 – 6/30/2026)		
× Interest Rate –	4.25%	
× Estimated Interest Income –	<u>\$590,070</u>	
× <u>Non Participating Disposal Fees:</u>		
× Cover Preston Shortfall -	\$ 0	
× Total Other -	\$ 590,070	
○ Total Non Disposal Fee Revenue -		\$591,070

FY 2026 BIFURCATED RATE MODEL

Cost of Operation:	FY 2026 Torrington	FY 2026 Essex	FY 2026 Total
MSW Transportation	\$ 1,301,521	\$ 655,214	\$ 1,956,735
MSW Disposal	\$ 1,089,479	\$ 4,118,598	\$ 5,208,077
Transfer Station Contract Operations	\$ 737,815	\$ 852,327	\$ 1,590,142
Recycling Contract Operations	\$ 569,304	\$ 758,918	\$ 1,328,222
Recycling Transportation	\$ 137,323	\$ 224,062	\$ 361,385
Host Community Benefits	\$ 20,183	\$ 32,542	\$ 52,725
CSWS Operating Expense 1*	\$ 124,326	\$ 495,791	\$ 620,117
Insurance 2*	\$ 89,031	\$ 143,547	\$ 232,578
Authority Budget - Non Personnel 3*	\$ 150,351	\$ 242,415	\$ 392,766
Authority Budget - Personnel 4*	\$ 238,566	\$ 384,647	\$ 623,212
MIRA Direct Personnel Services 5*	\$ 279,010	\$ 449,856	\$ 728,866
Total Cost of Operation	\$ 4,736,907	\$ 8,357,917	\$ 13,094,824
Non Disposal Fee Revenue:			
Transfer Station Capacity Shares	\$ 1,000	\$ -	\$ 1,000
Other Including Interest	\$ 225,879	\$ 364,191	\$ 590,070
Total Non Disposal Fee Revenue	\$ 226,879	\$ 364,191	\$ 591,070
Net Cost of Operation	\$ 4,510,028	\$ 7,993,726	\$ 12,503,754
Add Cost of Service Discounts	\$ 92,192	\$ 141,666	\$ 233,858
Total Rate Base	\$ 4,602,220	\$ 8,135,392	\$ 12,737,612
Aggregate MSW Tons	23,048	38,542	61,590
Use of Reserve (Tip Fee Stabilization / Other)	\$ (1,375,500)	\$ (2,739,512)	\$ (4,115,012)
Uniform Base Disposal Fee	\$ 140.00	\$ 140.00	\$ 140.00
Tier 1 Long Term Discounted	\$ 138.00	\$ 138.00	\$ 138.00
Tier 1 Short Term Discounted	\$ 136.00	\$ 136.00	\$ 136.00

APPENDIX 1

11

FINANCE COMMITTEE INFORMATIONAL CALCULATION OF TIP FEES PRIOR TO APPLYING USE OF RESERVES

Appendix 1

12

• Total Rate Base -		\$8,622,601
• Add Back Deficit Funding -		<u>\$4,115,012</u>
• Cost of Operation Including Service Discounts -		\$12,737,613
• Aggregate Tons -		61,590
○ Service Discounted (Tier 1 Long) -	6,251	
○ Tier 1 Short Term -	<u>55,339</u>	
○ Total -	61,590	
• Uniform Base Disposal Fee -		\$206.81 / Ton
• Less Tier 1 Long Term Service Discount -		\$2.00 / Ton
• Tier 1 Long Term Disposal Fee -		\$204.81 / Ton
• Less Tier 1 Short Term Discount -		\$4.00 / Ton
• Tier 1 Short Term Disposal Fee -		\$202.81 / Ton
• Total Member Disposal Fees -		\$12,503,570
○ Tier 1 Long Term - 6,251 Tons * \$204.81 = \$1,280,267		
○ Tier 1 Short Term - 55,339 Tons * \$202.81 = \$11,223,303		

Exhibit A: CSWS Expenditure Detail

Expenditure Detail -Section 1: Operating Expense Budget - Transportation, Disposal, Processing and Contract Operating Charges

Account Code	EXPENDITURE DETAIL - Operating Expense Budget MSW TRANSPORTATION AND DISPOSAL CHARGES	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-505-52705	MSW Transportation	\$ 1,645,298.44	\$ 1,901,048.00	\$ 800,984	\$ 1,956,735
49-001-505-52710	MSW Disposal	\$ 4,667,194.30	\$ 5,167,673.00	\$ 2,335,319	\$ 5,208,077
	Subtotal MSW Transportation and Disposal Charges	\$ 5,989,091	\$ 7,068,721	\$ 3,136,303	\$ 7,164,812

Account Code	EXPENDITURE DETAIL - Operating Expense Budget RECYCLING PROCESSING & TRANSPORTATION CHARGES	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-506-52703	Recycling Contract Operations - Fixed Management Fee	\$ 350,000	\$ 350,000	\$ 175,000	\$ 350,000
49-001-506-52701	Recycling Contract Operations - Processing fee for tons delivered	\$ 771,556	\$ 946,034	\$ 329,217	\$ 978,223
49-001-506-52707	Recycling Transportation	\$ 310,412	\$ 350,936	\$ 150,016	\$ 361,385
	Subtotal Recycling Processing and Transportation Charges	\$ 1,431,968	\$ 1,646,970	\$ 654,233	\$ 1,689,608

Account Code	EXPENDITURE DETAIL - Operating Expense Budget TRANSFER STATION CONTRACT OPERATIONS (O&M)	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-611-52701	Essex TS Contract Operating Charges	\$ 804,600	\$ 827,502	\$ 416,151	\$ 852,327
49-001-612-52701	Torrington TS Contract Operating Charges	\$ 687,758	\$ 707,491	\$ 353,745	\$ 737,815
	Subtotal - Transfer Station Contract Operations (O&M)	\$ 1,492,358	\$ 1,534,993	\$ 769,896	\$ 1,590,142

Exhibit A: CSWS Expenditure Detail

Expenditure Detail Section 2 - Authority CSWS Operating Expenses

Account Code	EXPENDITURE DETAIL - Authority CSWS Operating Expenses ESSEX TRANSFER STATION	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-611-52104	Essex TS Telecommunications	\$ 4,125	\$ 4,600	\$ 2,108	\$ 4,738
49-001-611-52404	Essex TS Building Operations	\$ 4,937	\$ 16,000	\$ 5,448	\$ 16,480
49-001-611-52415	Essex TS Grounds Maintenance	\$ -	\$ -	\$ -	\$ -
49-001-611-52407	Essex TS Project Equipment Maintenance	\$ 4,890	\$ 8,000	\$ 23,757	\$ 8,240
49-001-611-52502	Essex TS Fees/Licenses/Permits	\$ 1,050	\$ 1,800	\$ 1,050	\$ 1,854
49-xxx-xxx-xxxxx	Essex TS - Lease (lease payable and interest expense)	\$ 15,000	\$ 15,000	\$ 743	\$ 15,000
49-001-611-52858	Essex TS - Engineering & Environmental Consultants	\$ -	\$ 3,000	\$ -	\$ 3,090
49-001-611-52901	Essex Environmental Testing	\$ 2,440	\$ 2,900	\$ 1,303	\$ 2,987
49-001-611-53304	Essex Electricity	\$ -	\$ -	\$ -	\$ -
49-001-611-53309	Essex Other Utilities	\$ -	\$ -	\$ -	\$ -
	Delivery Charge			\$ -	\$ 279,400
	Subtotal - Essex Transfer Station Authority Operatng Expenses	\$ 32,441	\$ 51,300	\$ 34,408	\$ 331,789

Account Code	EXPENDITURE DETAIL - Authority CSWS Operating Expenses TORRINGTON TRANSFER STATION	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-612-52104	Torrington TS Telecommunications	\$ 3,618	\$ 4,500	\$ (135)	\$ 4,635
49-001-612-52404	Torrington TS Building Operations	\$ 21,827	\$ 7,400	\$ 838	\$ 7,622
49-001-612-52415	Torrington TS Grounds Maintenance	\$ -	\$ -	\$ -	\$ -
49-001-612-52407	Torrington TS Project Equipment Maintenance	\$ 7,272	\$ 3,800	\$ 1,138	\$ 3,914
49-001-612-52502	Torrington TS Fees/Licenses/Permits	\$ 1,050	\$ 1,300	\$ 1,050	\$ 1,339
49-001-612-52858	Torrington TS - Engineering & Environmental Consultants	\$ -	\$ 3,000	\$ -	\$ 3,090
49-001-612-52901	Torrington TS Environmental Testing	\$ 1,898	\$ 1,950	\$ 532	\$ 2,009
49-001-612-53304	Torrington Electricity	\$ -	\$ -	\$ -	\$ -
49-001-612-53309	Torrington Other Utilities	\$ -	\$ -	\$ -	\$ -
	Subtotal - Torrington Transfer Station Authority Operatng Expenses	\$ 35,664	\$ 21,950	\$ 3,423	\$ 22,609

Account Code	EXPENDITURE DETAIL - Authority CSWS Operating Expenses ENFORCEMENT AND ADMINISTRATION	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-501-52101	Postage and Delivery Fees	\$ -	\$ -	\$ -	\$ -
49-001-501-52108	CSWS Printing Services (customer vehicle stickers, etc.)	\$ -	\$ 4,000	\$ -	\$ 4,000
49-001-501-52115	CSWS Legal Notices & Advertisements	\$ 857	\$ 2,000	\$ -	\$ 2,000
49-001-501-52202	CSWS Office Supplies (cartridges, ticket paper, etc. for scale houses)	\$ 445	\$ 2,000	\$ 305	\$ 2,000
49-001-501-52211	Protective Clothing & Safety Equipment	\$ 120	\$ 1,500	\$ -	\$ 1,500
49-001-501-52302	Miscellaneous Services	\$ -	\$ 200	\$ -	\$ 200

Exhibit A: CSWS Expenditure Detail

49-001-501-52305	Business Meetings & Travel	\$ -	\$ 200	\$ -	\$ 200
49-0010501-52306	Training	\$ 60	\$ 300	\$ 240	\$ 300
49-001-501-52355	Mileage reimbursement	\$ 1,453	\$ 2,500	\$ 670	\$ 2,500
49-001-501-52401	Enforcement Vehicle O&M (repair and maintenance)	\$ 6,789	\$ 23,000	\$ 4,266	\$ 23,000
49-001-501-52612	Fuel for Enforcement Vehicles	\$ 11,379	\$ 14,000	\$ 6,524	\$ 14,000
49-001-501-52502	Legacy Fees Licenses & Permits (not associated with TS)	\$ 16,102	\$ -	\$ -	
49-001-501-52615	Temp agency services	\$ -	\$ 5,000	\$ -	\$ 5,000
49-001-501-52856	CSWS Legal Services	\$ 6,016	\$ 100,000	\$ 9,196	\$ 100,000
49-001-501-52875	Insurance Broker (allocation to CSWS)	\$ 20,215	\$ 24,519	\$ -	\$ 24,519
49-001-501-52899	Engineering and Technology/Other consulting services (CSWS)	\$ 44,977	\$ 15,000	\$ -	\$ 15,000
49-001-501-54482	Computer Hardware	\$ (10,794)	\$ 1,000	\$ -	\$ 1,000
49-001-501-54483	Computer Software	\$ (16,972)	\$ 500	\$ -	\$ 500
49-001-501-xxxxx	Operational Contingency (legacy charges and other misc)	\$ 6,084	\$ 70,000	\$ -	\$ 70,000
49-001-501-52859	Financial Services	\$ -	\$ -	\$ -	\$ -
Subtotal - Enforcement and Admin - Authority Operating Expenses		\$ 86,730	\$ 265,719	\$ 21,202	\$ 265,719

Exhibit A: CSWS Expenditure Detail

Expenditure Detail Section 3 - Misc Expenses

Account Code	EXPENDITURE DETAIL - Misc Expenses HOST COMMUNITY PAYMENTS	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-611-52508	Essex Host Community PILOT	\$ 28,773	\$ 32,542	\$ 14,365	\$ 32,542
49-001-612-52508	Torrington Host Community PILOT	\$ 18,854	\$ 20,182	\$ 9,661	\$ 20,183
Subtotal - Host Community Payments		\$ 47,627	\$ 52,724	\$ 24,025	\$ 52,725

Account Code	EXPENDITURE DETAIL - Misc Expenses INSURANCE	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-501-52640	Insurance Premium (allocation to CSWS)	\$ 275,725	\$ 232,578	\$ 202,188	\$ 232,578
Subtotal - Insurance		\$ 275,725	\$ 232,578	\$ 202,188	\$ 232,578

Account Code	EXPENDITURE DETAIL - Misc Expenses DIRECT PERSONNEL	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-501-57874	Direct Personnel (Labor-Related Payroll)	\$ 671,561	\$ 702,313	\$ 335,782	\$ 728,866
Subtotal - Direct Personnel		\$ 671,561	\$ 702,313	\$ 335,782	\$ 728,866

Account Code	EXPENDITURE DETAIL - Misc Expenses AUTHORITY BUDGET EXPENSES	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-501-57871	Indirect Personnel Salaries/Labor & Overhead	\$ 1,085,523	\$ 625,070	\$ 409,261	\$ 623,212
49-001-501-51227	Other Authority Budget/Non Personnel	\$ 152,329.85	\$ 380,830.00		\$ 392,766
Subtotal - Authority Budget Expenses		\$ 1,237,853	\$ 1,005,900	\$ 409,261	\$ 1,015,978

Account Code	EXPENDITURE DETAIL - Misc Expenses DECOMMISSIONING COSTS	FY24 Actuals	FY25 Budget	FY25 YTD as of 12/31/24	FY26 Requested
49-001-501-57920	Decommissioning Costs		\$ -	\$ -	\$ -

TOTAL	TOTAL COST OF OPERATION	\$ 17,613,512	\$ 12,583,168	\$ 5,590,722	\$ 13,094,826
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Attachment 14