



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:** April 10, 2025  
**RE:** Notice of Regular Meeting

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There will be a **regular meeting** of the MIRA Dissolution Authority's Board of Directors on *Wednesday, April 16, 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 12:00 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 March 12, 2025 Regular Board Meeting (*Attachment 1*)
4. Review and Approve - minutes of the March 18, 2025 Special Board Meeting (*Attachment 2*)
5. Chairman's and President's Report
6. Finance Committee Report
  - a. Review and Approve - Resolution Regarding Temporary Services For E&I Technician (*Attachment 3*)
  - b. Review and Approve – Resolution Concerning Funding of Legal Services (*Attachment 4*)
  - c. Review and Approve - Resolution regarding increased budget for Structural Inspection Work (*Attachment 5*)
  - d. Review and Approve – Resolution Regarding Cleaning of the Fuel Storage Tank and Fuel Supply Lines at the South Meadows Station Jet Turbine Facility in Hartford (*Attachment 6*)
  - e. Review and Approve - Resolution regarding the Connecticut Solid Waste System Waste and Recyclables Hauler Deliver Agreement (Torrington Commercial Hauler Agreements) for Fiscal Year 2026 (*Attachment 7*)
7. South Meadows Transition Committee Report
8. HR Committee Report
  - a. Review and Approve - Resolution regarding the termination of the Fidelity 401K Plan – (*Attachment 8*)
9. Attached Supplemental Information (*Attachment 9*)

10. CSWS Transition Committee Report

- a.* Discussion of Proposal to Transition Essex Transfer Station (*Attachment 10*)
- b.* Discussion of Proposals for the transfer of the Torrington Transfer Station (*Attachment 11*)

11. Executive Session – to discuss i) the sale of real estate owned by the Authority in Shelton and any pending consummation, termination or abandonment of all transactions or proceedings concerning any such sale; ii) feasibility estimates and evaluations regarding future operation of the Essex Transfer Station including draft terms and conditions associated with such future operation and iii) attorney-client privileged memo concerning the transition of Connecticut Solid Waste System facilities pursuant to Public Act 23-170.

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

# **Attachment 1**



Dissolution Authority

300 Maxim Road, Hartford, Connecticut 06114

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**MIRA DISSOLUTION AUTHORITY**

**March 12, 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, March 12, 2025. Present in person or via audio or video conferencing were:

Appointed Directors:

Bert Hunter, Chairperson (via Zoom)  
Matthew Dayton  
David Barkin  
William Beccaro (via Zoom)  
Rachel Taylor (via Zoom)  
Michael Walsh (via Zoom)  
John Fonfara (via Zoom)  
Paul Harrington  
Carl Fortuna (via Zoom)  
David Steuber (via Zoom)

Appointed Members:

Thomas Swarr (via Zoom)  
William DiBella  
Frank Dellaripa

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 (via Zoom)  
Chris Shepard, Environmental Compliance Manager  
Roger Guzowski, Supply Chain Manager

Others Present:

Ann Catino, Halloran & Sage  
Earnestine Weaver (via Zoom)  
Ed Spinella  
Todd Arcelaschi (via Zoom)

Town of Middlebury (via Zoom)  
NHCOG (via Zoom)  
Dom Delvecchio (via Zoom)

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

Chairperson Hunter called the meeting to order at 9:31 am. He asked for a roll-call of Directors present and noted a quorum. Chairperson Hunter explained that he was on the west coast and asked Director Dayton to run the meeting if Chairperson Hunter experienced any communication issues.

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

Chairperson Hunter asked if any of the members of the public wished to comment. President Daley indicated there were no members of the public who wished to comment.

**3. Review and Approve – minutes of the February 19, 2025 Regular Board Meeting – Agenda Item 3**

Chairperson Hunter introduced the item and asked for a motion to approve. The motion was made by Director Harrington and seconded by Director Dayton. 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	X		
3 – David Barkin			X		
4 – Michael Looney					Not Present
5 - William Beccaro			X		
6 - Rachel Taylor			X		
7 – Michael Walsh			X		
8 – John Fonfara			X		
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 introduced the item and stated good progress is being made on the South Meadows report under Director Beccaro, and good progress is being made on the transition of transfer station activities to entities other than the Authority. Various wind down activities are also progressing. Chairperson Hunter asked President Daley for his report. President Daley deferred his report until Agenda Item 6 regarding wind down activities.

**5. Discussion – Municipal Opt-Out Requests – Agenda Item 5**

Chairperson Hunter introduced the item and stated the Authority received two or three opt-out requests from towns after the last Board meeting to opt out from their municipal service agreements. He mentioned that the Authority has been working with the Northwest Hill COG and the City of Torrington to transition the Torrington Transfer Station to another party and the Authority is seeking to do the same with the Essex towns. He does not believe that the budget resolution that the Board passed, which included a clause about considering alternative arrangements, was intended to allow individual towns to opt out of their Municipal Service Agreements on a one-by-one basis. He stated the reason the item is on the agenda is to allow the towns making the requests to discuss with the Board and asked President Daley to manage the

discussion.

President Daley invited First Selectman St. John from Middlebury to comment. Mr. St. John indicated the town has been with CRRA and MIRA since the beginning and he is very familiar with MIRA, having served on the Board. He stated the town currently hauls its MSW and recycling to the Torrington Transfer Station, which it has been doing since the Authority closed its Watertown Transfer Station, which is closer geographically to Middlebury. The Authority requiring Middlebury to haul its waste to Torrington has resulted in increased transportation costs for the town. The reason the town is requesting to opt out is to deliver its waste and recycling to a facility that is closer to the town, and therefore less costly from a hauling standpoint. Additionally, with the future of the Torrington Transfer Station unknown, the town would like more certainty with its future waste management. Chairperson Hunter thanked First Selectman St. John for his comments and asked if any other town representatives who wished to comment and there were none.

Director Harrington asked to comment as the Town Manager of Winchester. He indicated that Winchester did send an opt-out request to the Board. He indicated his interpretation of the resolution that the Board passed was it did not require all towns to opt out of the MSAs and that towns could leave on a one-by-one basis. He mentioned a letter that the Board sent out last year instructing towns that they should look for alternative options. Fast forward to the resolution that was passed a few weeks ago, and he believes it indicates that the Board would not necessarily entertain but at least look at the process or look at the individual requests and decide if one or two towns would be allowed to opt-out. He understands other Board members may interpret the resolution differently, but that is his interpretation.

Chairperson Hunter thanked Director Harrington for his comments. He read the following excerpt from the resolution that the Board passed: "Further Resolved, notwithstanding the establishment of the tip fees, the Authority may consider requests from member towns to voluntarily propose any and all other alternative arrangements provided such terms are agreeable to both the Authority and the DEEP Commissioner." Chairperson Hunter stated the resolution suggests that there be a proposal for alternative arrangements. He indicated that when the Board was set up, one of the committees that was set up was the CSWS Transition Committee, the purpose of which was to transition the transfer station activities, as called out in Public Act 23 -170. The Authority is to maintain the operations and service to the towns under the MSAs to deal with their MSW as well as their recyclables until alternative arrangements as considered acceptable by the DEEP Commissioner can be found.

Chairperson Hunter indicated he was involved when the prior Board went through the process of developing the MSAs for the 20 or so towns that were remaining with MIRA. It was a process that was very cognizant of the costs and benefits of the arrangements for the towns that remained. It wouldn't have been possible to have the services to be brought forward for the benefit of the towns if the towns had the ability to just leave when they wanted to. The work that the CSWS Transition Committee has been doing has been attempting to get all of the towns with particular transfer stations, those being served by Torrington, those being served by Essex to transition together so there would not be two or three or four or five towns at a transfer station that currently serves ten or eleven or twelve towns. Chairperson Hunter asked President Daley to manage the Board discussion in the room.

Director Dayton thanked Chairperson Hunte for the background he provided. He stated that the language of the resolution says the Authority may consider requests, which is permissive, and does not mean the Board is required to consider the requests. Such requests have to be agreeable to both the Board and to the DEEP Commissioner. He indicated his belief that the language in the resolution was included to allow towns to present alternative options that the Board may not have thought of, that could be a win-win for everyone, but he does not think there's anything in the resolution that unilaterally provides the towns with the ability to opt out.

Director Harrington indicated he agrees with Director Dayton. He stated his disappointment that the Town of Winchester's request was immediately denied before being discussed by the Board. He requested the Board include an agenda item for a robust discussion of the opt out requests at a future meeting.

Chairperson Hunter stated he asked President Daley to put this matter on the agenda specifically to allow for discussion. He indicated the Board can take any action it wants on this matter, including ratification or reversal of the opt out denial, and he suggested the Board take action today to clarify the position of the Board. He agreed with Director Dayton that the Board is after a win-win scenario that would include comprehensive proposals and not allowing towns to walk away from the MSAs one by one and

destroy the fiscal integrity of the arrangements currently in place. He stated the entire Board has not seen the request letters, which were very simple and straightforward. He suggested President Daley could circulate the letters right now, if that is what the Board wants, but he thinks the Board should put this matter to rest as the Authority is approaching its June 30, 2025 end date.

President Daley provided a comment to provide clarity to the customers of the Torrington Transfer Station. He stated its future operation is not “up in the air”. The transfer station will continue to operate and all of the contracts will be honored until the June 30, 2027 expiration date. Such operation will be overseen by a third-party governmental entity in the Torrington area and that entity would honor the contracts all the way to June 30th, 2027. If that doesn't occur and then under the public act, 23-170, DAS will perform that very same function.

Director Steuber stated his belief that the Board included the clause in the resolution in order to consider alternatives. Chairperson Hunter invited the Board to make a motion to either ratify the denial of the opt-out requests, or alternatively, discuss alternative proposals. Director Steuber made a motion to add discussion of requests received from towns to opt out of municipal service agreements to Executive Session Agenda Item 10. The motion was seconded by Director Harrington and passed via 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					Not Present
5 - William Beccaro			X		
6 - Rachel Taylor			X		
7 – Michael Walsh			X		
8 – John Fonfara			X		
9 - Paul Harrington		X	X		
10 - Carl Fortuna			X		
11 - David Steuber	X		X		

## 6. Update and Discussion- Wind Down Activities - Agenda Item 6

Chairperson Hunter introduced the item and asked President Daley to summarize. President Daley provided the following updates on several ongoing projects.

- **South Meadows Site:** The redevelopment study's final report was received on March 11th. It is being reviewed for corrections. The last public meeting on this study is March 18, 2025, at the community center.
- **Environmental Land Use Restriction:** The ELUR for the South Meadows site was approved in February, and verification of remediation standards is underway.
- **S&S Recycling Contract:** This contract is fully executed, and operations begin tomorrow with equipment review and office setup.
- **Trespass Issues:** Improved door security and patrol measures have been implemented due to recent trespassing incidents.
- **Operating Plans:** Seven new operating plans for DAS will be discussed in April's South Meadows Committee meeting.
- **Erosion Issue:** Erosion near the NU building has been repaired.
- **Hartford Pilot Agreement:** Fully executed, payment processing is ongoing.
- **Site Tour:** A scheduled tour for representatives from OPM and Capital Range Authority is set for tomorrow at 11 AM.
- **CSWS Term Sheet:** Executed term sheet and initial meetings regarding the scale system are underway.

- **Permit Documents:** Transfer station permit documents and compliance materials have been sent to Northwest Hill COG.
- **Real and Personal Property Sales:** Progress on Hartford Solar Facility, Ellington Transfer Station, and Golf Center sales continues.
- **Directors and Officers Insurance:** Payment for extended reporting period processed; binders and policy documents will be provided soon.
- **State Risk Manager Meeting:** Brown and Brown preparing application packages for state consideration of property transfer.
- **Master Wind Down Schedule:** Updated schedule with Google Drive links provided to relevant personnel.
- **Employee Notices:** Separation agreements and notices to be distributed on March 31st.
- **COBRA Coverage:** RRDD-1 selected for employee COBRA coverage; amendments to plan documents are being developed.

President Daley invited Director Fortuna to comment. Director Fortuna provided an update on the Essex Transfer Station. The CEOs of the towns involved in the Essex transfer station are going to meet on March 24. Senator Needleman has solicited an offer from CWPM the contractor currently under contract with the Authority for site operations. He indicated initial pricing is more expensive than the Authority tip fee. He indicated Senator Needleman wants to keep some of these negotiations private at this point to see if a deal can be agreed to with CWPM. Both Director Fortuna and Senator Needleman have agreed they would be seeking funds from the Authority to cover the difference between what the towns are paying now and what they might be paying under what Senator Needleman has solicited.

## 7. Finance Committee Report– Agenda Item 7

Chairperson Hunter introduced the item. Director Harrington stated the Finance Committee meeting was only about seven minutes long with the only discussion item the financial reports for the period and ending January 31st, 2025. He asked President Daley to review the reports.

President Daley stated CSWS was at an operating loss of \$1.73 million year to date as of January 31st, which was \$510,000 below the budgeted operating loss. The Property Division is in very good shape with the sale of real and personal property, so there are no issues in the Property Division. Cash flows reported in the month of January shows the authority funds increased from \$63.2 million to \$63.25 in total. The report indicated there were a number of pending large payments to come after the reporting period, which would include the \$2 million transfer to OPM required by PA 23-170, and also the \$1.5 million payment to the City of Hartford for the PILOT.

## 8. South Meadows Transition Committee Report –Agenda Item 8

- Update and Discussion – Regarding the South Meadows Redevelopment Considerations Study – Agenda Item 8(a)**
- Update and Discussion – Regarding Additional South Meadows Operating Plans Agenda Item 8(b)**

Chairperson Hunter introduced the items. Committee Chair Beccaro asked President Daley lead the discussion. President Daley indicated at the South Meadows committee meeting, we were essentially, switching gears from the South Meadows Redevelopment Consideration Study, which is now final, to the additional operating plans that I mentioned earlier for that will be needed for DAS to properly manage the site. Those plans address water management, engineered control inspections, fire safety and security, structural inspections, routine facility maintenance, site energy and other utilities. Dave and Tom and Chris gave brief reports on each of those. Operating plan documents will be included in the April South Meadows Transition Committee package. The Committee also reviewed and provided final comments on the final

South Meadows Redevelopment Consideration Study in the executive session, particularly with respect to the graphics included in the executive summary, which the consultants addressed.

Director Beccaro commented that the consultants, President Daley and the Authority staff have done what he thinks is a terrific job at pulling all this together. He is excited for the outcome of the product. He believes it's a useful document looking forward in the future.

**9. Attached Supplemental Information – Agenda Item 9**

Chairperson Hunter brought the Board’s attention to the information package part of the handout which consist of the usual financial reports that the staff puts together.

**10. Executive Session - To discuss pending litigation, feasibility estimates and evaluations relative to future operation of the Torrington and Essex transfer stations, and the sale of real property in the Cities of Hartford and Shelton and the Town of Ellington, and requests received from towns to opt out of municipal service agreements.**

Chairperson Hunter made a motion to go into executive session and read the purpose of the executive session into the record, as it was amended by the resolution voted on earlier during the meeting. The motion was seconded by Director Dayton. Chairperson Hunter asked President Daley who will be invited to the executive session. President Daley indicated all Directors and Members present, himself, attorney Catino, and attorney Earnestine Weaver from DAS. The motion was approved 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	X		
3 – David Barkin			X		
4 – Michael Looney					Not Present
5 - William Beccaro			X		
6 - Rachel Taylor			X		
7 – Michael Walsh			X		
8 – John Fonfara			X		
9 - Paul Harrington			X		
10 - Carl Fortuna			X		
11 - David Steuber			X		

Executive Session ended at 11:49am. Chairperson Hunter indicated the Board discussed the items that were listed in the resolution and that no actions were taken. Chairperson Hunter adjourned the meeting at 11:49am.

## **Attachment 2**



Dissolution Authority

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**MIRA DISSOLUTION AUTHORITY**

**March 18, 2025**

A Special meeting of the Board of Directors of the MIRA Dissolution Authority was held in person and via Zoom on Tuesday, March 18, 2025 at the Metzner Recreation Center, 680 Franklin Avenue, Hartford, CT, for the purpose of providing the final public informational meeting concerning the Authority's South Meadows Redevelopment Considerations Study ("Study"). 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 for opening statement)  
Michael Looney

Appointed Members:

William DiBella  
Frank Dellaripa

Present from MIRA Dissolution Authority ("Authority"):

Mark Daley, President & CFO  
Chris Shepard, Environmental Compliance Manager  
David Bodendorf, Manager of Engineering, Construction, and Power Assets

Others Present:

Kelvin Ayala, Led By Us  
Natalie Pryce, Led By Us  
Robert Carr, Weston & Sampson  
Malcom Beeler, Weston & Sampson  
Michael Friemouth, CRDA  
Sarah McCoy  
Jeffrey Stuart  
Harry H. Graves  
William Diaz  
Abby Fioher Williamson  
Teran Loeppke  
David Hopkin  
Approximately six attendees on Zoom

This meeting was recorded via ZOOM conferencing and is posted on the Authority's website at:  
[https://www.ctmira.org/wp-content/uploads/2025/03/GMT20250318-212707\\_Recording\\_1920x1080.mp4](https://www.ctmira.org/wp-content/uploads/2025/03/GMT20250318-212707_Recording_1920x1080.mp4)

## **1. Call to Order, Chair's Welcome, - Agenda Item 1**

Chairperson Hunter commenced the meeting at approximately 5:50 pm. A quorum of Directors was not present for the meeting. The public information meeting concerning the Study proceeded. Chairperson Hunter made an introductory statement.

## **2. Additional Confirmed Speakers - Agenda Item 2**

There were no additional confirmed speakers.

## **3. President's Remarks Agenda Item 3.**

President Daley provided a brief statement of the status of the South Meadows site, and the purpose of the meeting, which was to present the completed South Meadows Redevelopment Considerations Study Report.

## **4. Presentation**

Kelvin Ayala from Led By Us facilitated the discussion and PowerPoint Presentation. Robert Carr and Malcolm Beeler from Weston and Sampson discussed different aspects of the study, including various cost estimates to prepare the site for various development scenarios.

President Daley informed the audience that the MIRA Dissolution Authority would be winding down its activities by June 30, 2025, and the Connecticut Department of Administrative Services would be serving as the Authority's successor.

## **5. Question and Answer Period – Agenda Item 5**

A panel consisting of Authority Management and the Weston & Sampson project team answered questions from the public. Questions answered were received from the public prior to the meeting, and during the meeting from both on-line and in-person meeting participants.

## **6. Public Comment – Agenda Item 6**

No additional public comments were received following the question and answer period.

The meeting was concluded at approximately 7:06 pm.

# **Attachment 3**

## RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

### REGARDING TEMPORARY SERVICES FOR E&I TECHNICIAN

**WHEREAS**, On February 27, 2024, The MIRA Dissolution Authority (Authority) adopted its Fiscal Year 2025 Authority Budget; and

**WHEREAS**, On February 27, 2024, the Authority also adopted its Fiscal Year 2025 Operating and Capital Budget for the Authority's Property Division (FY 2025 Property Division Budget); and

**WHEREAS**, The Fiscal Year 2025 Authority Budget included 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 that will be active during Fiscal Year 2025 including:

1. Connecticut Solid Waste System (CSWS)
2. Property Division
3. Landfill Division; and

**WHEREAS**, Among the non-personnel services within the Fiscal Year 2025 Authority Budget is a \$60,000 budget line for Temporary Services which contemplated funding for a General Accountant (whose time was allocated 58.8% to CSWS, 36% to PD and 5.2% to LD) and an E&I Technician whose time was allocated 100% to the Property Division utilizing the Authority's approved Temporary Services Agreement with Hallmark TotalTech, Inc.; and

**WHEREAS**, In August 2024, the Authority's Board of Directors first began to discuss the Authority's Master Schedule and Plan for the Orderly Wind Down Activities of the MIRA Dissolution Authority, which plan has been discussed at Board Meetings regularly since; and

**WHEREAS**, The implementation of the Authority's Master Schedule and Plan for the Orderly Wind Down Activities and operation and maintenance requirements of the South Meadows Site have required additional use of the E&I Technician at the South Meadows Facility beyond what was initially contemplated in the FY25 Authority Budget, the continued use of whom is critical to the continued implementation of the Authority's Master Schedule and Plan for the Orderly Wind Down Activities; and

**WHEREAS**, The Authority seeks to charge such additional use of the E&I Technician directly to the Property Division budget, funded through savings within Property Division budget lines already approved by the Board of Directors with the adoption of the FY25 Property Division Operating Budget; and

**WHEREAS**, the adopted FY 2025 Property Division Budget did not include a line item for Temporary Services the addition of which requires Board approval pursuant to the Authority's Procurement Procedures and Bylaws; and

**WHEREAS**, Pending this meeting, the Authority has engaged the E&I Technician on an emergency basis in accordance with the Authority's Procurement Policies and Procedures, for up to 80 hours to cure an Emergency Situation to complete tasks critical to the functioning of the Authority including critical work troubleshooting a distributed control system failure which is preventing the coal pond and the 80,000-gallon wastewater equalization tank from discharging into the sanitary sewer (which work includes moving and reconnecting distributed controls to the PBF wastewater discharge systems) an issue which poses an imminent threat to the environment if not fixed, which engagement will be funded directly from the Property Division;

**NOW THEREFORE, be it**

**RESOLVED:** The Board authorizes the addition of a budget line for temporary services within the FY25 Property Division Operating Budget (account code 35-001-501-52615), and authorizes expenditure of up to \$45,800 to be charged directly to such Property Division temporary services, which expenditure is sufficient to fund the E&I Technician for up to 40 hours per week through June 30, 2025, including emergency engagement described herein, and which expenditures are to be funded from savings within other budget lines of the FY25 Property Division Operating as further discussed in this meeting; and

**FURTHER RESOLVED:** The Board ratifies the President's emergency engagement of the E&I Technician for up to 80 hours to cure the Emergency Situation as described herein.

**PROCEDURAL REQUIREMENTS (Temp Services E&I Technician)**

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		
David S. Steuber		X	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 - 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					

## Appendix A (Temp Services E&I Technician)

### Background:

Frank Ranieri worked for the previous South Meadows Facilities Operator (NAES) as an Electric and Instrumentation Technician (E&I Tech) in the PBF for approximately 10 years, until the RRF permanently ceased operation in July 2022. Following the shutdown of the RRF, NAES continued to employ Frank as a temporary employee to assist NAES with on-going operations and maintenance associated with the shuttered RRF, as well as the Jet Turbine Facility, which NAES continued to operate until June 2023. Following the expiration of the agreement between NAES and the Authority for operation and maintenance of the RRF and the JTF, Frank signed-up with Hallmark TotalTech, an Authority vendor for temporary employment services, in January of 2024; and the Authority has employed Frank as a temporary employee through Hallmark TotalTech since that time.

Through his decade-plus of work at the RRF and JTF, Frank gained a comprehensive understanding of the on-site infrastructure, particularly the electrical infrastructure and the PBF wastewater discharge systems that remain active. Even though the PBF is shuttered, all electric power for the PBF and the WPF buildings, including the Authority's offices, continues to flow through the PBF; and the wastewater discharge systems in the PBF remain active because stormwater regularly enters the building via leaks in the building roof and interior stormwater drainage piping. Frank has been able to troubleshoot and address/repair a number of issues in a timely manner, such as:

- re-powering the pump for the coal pond wastewater discharge,
- replacing control modules and the pH probe for the "80K" wastewater discharge,
- replacing the photoelectric cells for the stack beacon systems (for FAA compliance),
- troubleshooting/repairing the motorized gate openers for the 3 powered gates at the site, and
- assisting the Authority's HVAC contractor with repairs to the WPF warehouse make-up air heater.

Frank has also assisted the Authority in securing the PBF by repairing site perimeter fencing when it has been damaged by trespassers, securing windows with screws and wire ties to prevent unauthorized access, and setting-up remote cameras used to monitor for trespassers.

## **Attachment 4**

## RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

### RESOLUTION FUNDING LEGAL SERVICES

**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 continue to operate the Authority's transfer stations until acceptable alternatives, operated by entities other than the Authority, become available, as determined by the Commissioner of Energy and Environmental Protection ("Operational Transitions"); and

**WHEREAS**, Pursuant to the Act, the Department of Administrative Services ("DAS") becomes the successor to the Authority and the Authority's enabling legislation is repealed effective July 1, 2025 creating a statutory mandate that all Authority employees be terminated ("Employee Terminations"); and

**WHEREAS**, Such Operational Transitions, Employee Terminations and other requirements of the Authority's orderly wind down have caused the Authority's legal service budgets to be exceeded; and

**WHEREAS**, The Authority desires continued legal services associated with such Operational Transitions, Employee Terminations and other requirements to be provided through June 30, 2025; and

**WHEREAS**, legal service expenses associated with the Operational Transitions are properly allocable to the Connecticut Solid Waste System ("CSWS") budget and legal service expenses associated with the Employee Terminations and other requirements are properly allocable to the Authority Budget; and

**WHEREAS**, pending submission of cost estimates from the firm of Halloran and Sage, the CSWS budget has adequate surplus funds within its line items to reallocate to legal services pursuant to its Procurement Procedures and Bylaws; and

**WHEREAS**, based on cost estimates from the firm of Kainen, Escalera & McHale, the Authority's Severance Reserve has adequate funding to provide for legal services properly allocable to the Authority Budget.

**NOW THEREFORE, be it**

**RESOLVED:** That the President is authorized fund additional legal services properly allocable to the Authority Budget as described herein through use of the Authority's Severance Fund in an amount not to exceed fifty-five thousand dollars (\$55,000).

**PROCEDURAL REQUIREMENTS** (Additional Legal Services)

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
- \_\_\_ 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					

# **Attachment 5**

## RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

### REGARDING INCREASED BUDGET FOR ADDITIONAL WORK FOR STRUCTURAL EVALUATION AND MAINTENANCE PLAN AT SOUTH MEADOWS FACILITY

**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 identify the immediate environmental needs and knowledge necessary for future redevelopment of the Authority's South Meadows Site, and to engage representatives of the City of Hartford and other stakeholders, as appropriate, with respect to the future of the South Meadows Site ("the South Meadows Redevelopment Planning Requirements"); and

**WHEREAS**, Pursuant to Public Act 23-170, the Authority is further obligated to wind down the Authority's operations and activities in an orderly and responsible manner, that may include, but is not limited to, the marketing and sale of the Authority's surplus real and personal property; and

**WHEREAS**, The Authority has determined that Additional Operating Plans are required for the South Meadows Site for the Authority to wind down in an orderly and responsible manner, and to properly maintain and transition ownership and control of the South Meadows Site to the Department of Administrative Services; and

**WHEREAS**, At its meeting on July 17, 2024 The MIRA Dissolution Authority (Authority) Board of Directors approved a resolution authorizing the President to execute a Request for Services (RFS) with HDR Engineering, Inc. (HDR) providing for the preparation of a Structural Inspection and Maintenance Plan and further adopted a budget of \$59,000 for such RFS to be funded through the Property Division's South Meadows Transition Contingency Reserve; and

**WHEREAS**, On August 26, 2024 the Authority executed such RFS with HDR; which included the Coal Unloading Crane, Transfer Structures and Conveyors, Screen Houses, RDF Overhead Conveyors and Transfer Building, the MCAPS Overhead Duct System, the Lime Silos, the Air Handling and Pollution Control Structures, the Staircase and catwalk structures and the concrete pad over the track hopper room; and

**WHEREAS**, HDR Engineering, Inc has performed several days of on-site inspection and developed a draft inspection checklist in accordance with the RFS; and

**WHEREAS**, Additional field work is now required to complete the Plan, including an FAA approved drone inspection of various inaccessible areas of structures.

#### **NOW THEREFORE, be it**

**RESOLVED:** That the President is authorized to execute an additional Request For Service, in the form of a request for service or increase letter to the existing Request For Service with HDR Engineering, Inc., for a not to exceed price of \$15,000, in accordance with the Background attached to this resolution and as further discussed in this meeting.

**FURTHER RESOLVED:** That a budget of \$15,000 is hereby established for the conduct of such additional Inspection and Maintenance work which shall be funded through the Property Division's South Meadows Transition Contingency Reserve.

**PROCEDURAL REQUIREMENTS** (Increased Structural Evaluation work)

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		X		
Matthew M. Dayton			X		
David S. Steuber			X		
William P. Beccaro		X	X		

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**

300 Maxim Road, Hartford, Connecticut 06114

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

March 4, 2025

Jeff Martirano  
HDR Engineering Inc.  
55 Capital Blvd. Suite 403  
Rocky Hill, CT 06067

Re: Structural Inspection and Maintenance Plan for MIRA Dissolution Authority South Meadows Power Block Facility and Other On-Site Structures Request for Services (RFS) Scope Increase

Dear Mr. Martirano:

This letter will authorize you to provide the services described below in accordance with the above referenced RFS and the terms and conditions of the Engineering, Consulting, and Power Product Professional Services Agreement dated July 1, 2022, between MIRA Dissolution Authority (the "Authority") and HDR Engineering, Inc. ("HDR").

The scope of services and estimated costs set forth below will become part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Request, to be indicated below. The Scope of Services is the product of the consultation between you and the Authority, and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by the Authority.

**ITEM I – Additional Scope Items**

1. Perform a one-day drone inspection of areas of the roof and the chimney stack that are not observable or accessible without use of a drone;
2. Update the checklist, site plans, and tech memo to incorporate any relevant findings from drone inspection and information from recently obtained drawings;
3. Perform a dry run of the checklist and ensure all items are easily identifiable (to occur on the same day as the drone inspection);
4. Obtain additional photos and measurements of additional boiler hanger supports; and
5. Make final edits and incorporate final client edits to the Tech Memo, Inspection Checklist, and supporting documents.

Jeff Martirano  
March 4, 2025  
Page 2 of 2

**ITEM II – Not to Exceed Cost for Additional Scope Items**

HDR will perform the activities identified in Item 1 above for a not to exceed cost of \$15,000, including all expenses and taxes and shown in the following task breakdown.

These costs are not to be exceeded without the Authority's prior written consent. The Authority shall not pay for any services rendered or expenses incurred by HDR in excess of those included in this Request unless specifically authorized in advance and in writing by the Authority.

Very truly yours,

MIRA Dissolution Authority

By: 

Title: President & CFO

Accepted under the terms of the Engineering, Consulting, and  
Power Product Professional Services Agreement dated July 1, 2022.

By: 

Title: NE Area Manager - Senior Vice President

# **Attachment 6**

**RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS**

**REGARDING CLEANING OF THE FUEL STORAGE TANK AND FUEL SUPPLY LINES AT THE SOUTH MEADOW STATION JET TURBINE FACILITY IN HARTFORD**

**WHEREAS;** The MIRA Dissolution Authority has entered into a contract with S&S Recycling & Demolition LLC ("S&S") to undertake certain scrap metal recycling and equipment salvage operations at the South Meadows site in Hartford including the Authority's Jet Turbine and associated fuel facilities; and

**WHEREAS;** Pursuant to the Authority's contract with S&S, the Authority is responsible for the removal of fuels, chemicals, wastes, etc. from such facilities in order to render equipment ready for sale and/or recycling; and

**WHEREAS;** S&S is on site conducting testing and marketing activities associated with the sale, scrap and recycling of such facilities; and

**WHEREAS;** the Authority desires to implement such sale, scrap and recycling activities at the earliest possible time.

**NOW THEREFORE, be it**

**RESOLVED:** That the President is hereby authorized to enter into a Request for Services with TRC Environmental Corporation, Inc. to oversee and document the cleaning of the fuel storage tank and fuel supply lines by a subcontracted environmental services firm at the South Meadow Station Jet Turbine Facility, substantially as discussed and presented at this meeting.

**PROCEDURAL REQUIREMENTS** (Cleaning Jet Fuel Tank and lines)

Author: Chris Shepard, Environmental Compliance 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		X		
Matthew M. Dayton			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 - 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					

**Appendix A (Cleaning Jet Fuel Tank and lines)**

**Summary of Request for Services**

for Cleaning of the Fuel Storage Tank and Fuel Supply Lines at the South Meadow Station Jet Turbine Facility in Hartford

Presented to the Finance Committee on: April 9, 2025

Vendor/ Contractor(s): TRC Environmental Corporation ("TRC")

Effective date: Upon Execution

Contract Type/Original Contract: Request for Services (RFS), pursuant to a 3 year engineering services agreement.

Facility (ies) Affected: South Meadow Station Jet Turbine Facility

Term: Expires upon completion of services, currently estimated to be approximately 2 months from the notice to proceed

Contract Dollar Value: \$82,002.10

Amendment(s): Not applicable

Term Extensions: Not applicable

Scope of Services: TRC will oversee and document tank and fuel line cleaning work by a subcontracted environmental services firm. The tank will have to be certified gas-free for demolition planned by another Authority contractor. The lines will be purged, flushed and disconnected from the Jets so that the Jets can be removed for sale or recycling.

Other Pertinent Provisions: TRC developed the plans and specifications for this RFS pursuant to a previous RFS. TRC solicited bids from environmental services firms for potential subcontracting on March 21, 2025

**Discussion (Cleaning Jet Fuel Tank and lines)**

The MIRA Dissolution Authority has entered into a contract with S&S Recycling & Demolition LLC (“S&S”) to undertake certain scrap metal recycling and equipment salvage operations at the South Meadow site in Hartford, which includes both the shuttered Resource Recovery Facility (“RRF”) and the JTF. S&S has identified the four Pratt & Whitney jet turbine Twin-Pac power generators in the JTF for removal for sale or recycling, as well as the associated 550,000-gallon fuel storage tank for the JTF. Under the contract with S&S, the Authority is responsible for the removal of fuels, chemicals, wastes, etc. in order to render equipment ready for sale and/or recycling.

Following the permanent shutdown of the JTF on June 1, 2023, the remaining fuel inventory in the 550,000-gallon storage tank was sold for re-use. The party that purchased the fuel (ultra-low sulfur kerosene, or “ULSK”) removed as much fuel from the tank as its equipment could remove, which left approximately 1 to 2 inches of residual fuel in the bottom of the storage tank. The purchaser of the fuel was not required to clean-out fuel residues from the storage tank nor the piping.

In order to prepare the fuel storage tank and the Twin-Pac power generators for removal for sale and/or recycling, all residual fuel must first be removed from the storage tank and the fuel supply piping to the jet engines in order to minimize the potential for an environmental release during the removal of the tank and/or Twin-Pacs. Note also that the storage tank must be certified as “gas free” after cleaning in order to ensure that there will be no fire/explosion risk during tank demolition activities.

The Authority previously executed a RFS with TRC for TRC to develop plans and specifications for the cleaning of the storage tank and fuel supply piping to the jet engines, and to solicit bids for completion of the cleaning work from licensed environmental contracting firms. On March 21, 2025, TRC invited the following five environmental contractors to a mandatory bid walk for the tank and fuel line cleaning work:

- Cisco Environmental,
- Clean Harbors Environmental Services,
- Moran Environmental Recovery,
- NRC/Republic Services, and
- Strategic Environmental Services.

In its invitation to bid, TRC stipulated that all work will have to be completed within thirty (30) days of TRC issuing the notice to proceed to the selected subcontractor, with an anticipated deadline on or before May 30, 2025 for completion of the work.

TRC held the bid walk on March 28, 2025. Cisco Environmental and Strategic Environmental Services were the only two invited firms that attended the bid walk. TRC received the following bid prices from Cisco Environmental and Strategic Environmental Services on or before the April 9, 2025 deadline for bid submission:

<b>Contractor Name</b>	<b>Bid Price</b>
Cisco Environmental	\$ 56,640
Strategic Environmental Services	\$ 133,980

Note that the above-listed bid prices include proper transportation and disposal of residual fuel, tank sludge, and all liquid and/or solid wastes that may be generated by the cleaning activities.

Based on the bids received, TRC is proposing to subcontract Cisco Environmental under the RFS for fuel storage tank and supply line cleaning.

In addition to the subcontractor costs, TRC has estimated its costs at \$25,362.10 for work overseeing the subcontractor and documenting all storage tank and supply line cleaning activities.

Therefore, the total estimated cost of the RFS to be executed between the Authority and TRC is \$82,002.10 [subcontractor costs plus TRC costs].

**Financial Summary (Cleaning Jet Fuel Tank and lines)**

The Authority will pay TRC on a time-and-materials basis, plus subcontractor costs, not to exceed a total project cost of \$82,002.10. The Property Division Operating budget contains sufficient funds to pay for this work.

# **Attachment 7**

**RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS**

**REGARDING THE TORRINGTON AND ESSEX TRANSFER STATION SOLID WASTE AND RECYCLABLES HAULER DELIVERY AGREEMENT (COMMERCIAL HAULER AGREEMENTS)**

**WHEREAS;** the MIRA Dissolution Authority is engaged in a process to transfer control of the Torrington and Essex Transfer Stations to third party Future Operators pursuant to its obligations under Public Act 23-170; and

**WHEREAS;** the Authority's objective is to complete such transfers on or before July 1, 2025; and

**WHEREAS;** the Authority's Commercial Hauler Agreements are annual agreements which will expire June 30, 2025 and are integral components of its existing and potentially future Torrington and Essex Transfer Station operations; and

**WHEREAS;** the Authority desires to put Commercial Hauler Agreements in place for Fiscal Year 2026 to provide for seamless operations for the Department of Administrative Services as its successor effective July 1, 2025 (if necessary), and for the Future Operators of the Torrington and Essex Transfer Stations (if necessary).

**NOW THEREFORE, be it**

**RESOLVED:** The President is authorized to enter into revenue contracts with commercial haulers providing for the delivery of Acceptable Solid Waste and Acceptable Recyclables to the Torrington Transfer Station and Essex Transfer Station during Fiscal Year 2026 (Commercial Hauler Agreements) attached hereto as Exhibit A and substantially as discussed and presented in this meeting.

**PROCEDURAL REQUIREMENTS (FY26 Commercial Hauler Agreements)**

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
- \_\_\_ 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					

## Connecticut Solid Waste System

### Solid Waste and Recyclables Delivery Agreement (FY26 Commercial Hauler Agreement)

#### CONTRACT SUMMARY

Presented to Board:	April 16, 2025
Counterparty:	Commercial Waste Haulers
Contract Type:	Revenue - Standard Form Solid Waste and Recyclables Delivery Agreement
Facility:	Torrington and Essex Transfer Stations
Term:	One year (7/1/2025 – 6/30/2026)
General:	This Agreement governs deliveries of MSW received from Commercial Haulers which originate in Tier 1 municipalities for whom the Torrington and Essex Transfer Stations are their Designated Facility for which MIRA bills the Commercial Hauler directly. For MSW delivered from Tier 1 Short Term municipalities Commercial Haulers will be billed \$136.00 per ton, and from Tier 1 Long Term Municipalities, \$138.00 per ton.
Service Fees:	<u>Municipal Solid Waste</u>  \$136.00/ton (MSW from Tier 1 Short Term Municipalities)  \$138.00/ton (MSW from Tier 1 Long Term Municipalities)  <u>Recyclables</u>  The Authority will only accept recyclables from Tier 1 municipalities; these recyclables are accepted at no charge.
Delivery Requirement:	Hauler agrees to deliver all Acceptable Solid Waste collected within the corporate boundaries of the Connecticut Solid Waste System Tier 1 Participating Municipalities and all residential and municipal Acceptable Recyclables under its control collected within the corporate boundaries of the Connecticut Solid Waste System Tier 1 Participating Municipalities.
Delivery Standard:	Acceptable Solid Waste and Acceptable Recyclables are delivered to and accepted by the Authority in accordance with the Connecticut Solid Waste System Permitting, Disposal & Billing Procedures which are attached to the Commercial Hauler Agreement.
Credit Security:	Guaranty of payment in a form of letter of credit, surety bond or cashier's check in the amount equal to 2 months of waste delivery charges.

**MIRA Dissolution Authority**  
**Connecticut Solid Waste System**  
**Standard Form**

**Solid Waste and Recyclables Delivery Agreement (FY26 Commercial Hauler Agreement)**

*April 16, 2025*

**Executive Summary**

The current Commercial Hauler Agreements between the Authority and commercial waste haulers expire on June 30, 2025. Authority management is seeking authorization to enter into new agreements with these waste haulers for the delivery of solid waste and recyclables to the Torrington and Essex Transfer Stations during FY 2026.

**Discussion:**

Since 1998, the Authority and its predecessors (CRRRA and MIRA) have had Commercial Hauler Agreements in place with commercial waste hauling companies providing for the delivery of municipal solid waste (MSW). The current agreement between the Authority and its commercial waste hauling customers was effective July 1, 2024 and expires on June 30, 2025. The new agreement will be for a term of one year (July 1, 2025 through June 30, 2026).

The agreement requires Haulers to deliver all Acceptable Solid Waste under their control and collected from residential, municipal and commercial customers within the corporate boundaries of any Tier 1 Participating Municipality for whom the Torrington and Essex Transfer Stations are their Designated Facility, and a requirement that the hauler deliver all Acceptable Recyclables under their control that are collected from residential and municipal customers within the corporate boundaries of any Tier 1 Participating Municipalities.

During Fiscal Year 2026, for MSW delivered from Tier 1 Short Term municipalities Commercial Haulers will be billed \$136.00 per ton, and from Tier 1 Long Term Municipalities, \$138.00 per ton in accordance with the adopted budget. There is no separate charge for the delivery of Acceptable Recyclables.

While the execution of such contracts will be done by the President, upon the effective date, such contracts will be immediately assigned to either the Department of Administrative Services or the Future Operator of the Torrington and Essex Transfer Stations. Separate agreements will be executed for haulers accessing the Torrington Transfer Station and the Essex Transfer Stations.

The agreement provides for a guaranty of payment equal to 2 months of projected deliveries.

**EXHIBIT A**

\_\_\_\_\_ **TRANSFER STATION**

**INTERIM ONE-YEAR SOLID WASTE AND  
RECYCLABLES HAULER DELIVERY  
AGREEMENT**

**Between**

**MIRA DISSOLUTION AUTHORITY**

**And**

**[NAME OF HAULER]**

**Effective Date: July 1, 2025**

**\_\_\_\_\_ TRANSFER STATION  
INTERIM ONE-YEAR SOLID WASTE AND RECYCLABLES HAULER DELIVERY  
AGREEMENT**

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This \_\_\_\_\_ **TRANSFER STATION INTERIM SOLID WASTE AND RECYCLABLES HAULER DELIVERY AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the MIRA DISSOLUTION AUTHORITY; f/k/a Materials Innovation And Recycling Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (hereinafter the “Authority”) and **[NAME OF HAULER]**, a [Name of State] [type of entity], having its principal office at **[Address of Hauler]** (hereinafter “Hauler”). The term “Hauler” also includes any affiliates, subsidiaries, related entities, employees and/or agents. The Authority and Hauler are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.” This Agreement shall become effective on July 1, 2025 (the “Effective Date”).

### **PRELIMINARY STATEMENT**

Pursuant to the terms and conditions set forth below, the Authority shall accept from Hauler, for delivery to the Designated Facility, Committed Solid Waste and Committed Recyclables. For the purposes of this Agreement, the following definitions apply:

i - Committed Solid Waste shall mean Acceptable Solid Waste which the Authority has committed to receive and process, and municipalities have committed to deliver to the Torrington Transfer Station, pursuant to the terms and conditions of the Municipal Solid Waste Management Services Agreements listed in Section 3 of Exhibit A attached hereto, which list may be changed from time to time by the Authority pursuant to the terms of this Agreement.

ii - Committed Recyclables shall mean Acceptable Recyclables which the Authority has committed to receive and process, and municipalities have committed to deliver to the Torrington Transfer Station, pursuant to the terms and conditions of the Municipal Solid Waste Management Services Agreements listed in Section 3 of Exhibit A attached hereto, which list may be changed from time to time by the Authority pursuant to the terms of this Agreement. For avoidance of doubt, Committed Recyclables shall not include recyclables generated at and originating from a commercial (non-residential, non-municipal) source not controlled by the Participating Municipality of origin.

iii – Designated Facility (or Facility) shall mean the \_\_\_\_\_ Transfer Station to which the Hauler shall deliver Committed Solid Waste and Committed Recyclables originating from within the corporate boundaries of the municipalities listed in Exhibit A, which list may be changed from time to time by the Authority pursuant to the terms of this Agreement.

iv - The terms “Acceptable Solid Waste,” “Acceptable Recyclables”, “Participating Municipality” and “\_\_\_\_\_ Transfer Station” shall have the meanings given to them in the Authority’s Connecticut Solid Waste System Permitting, Disposal & Billing Procedures (the “Procedures”) presented in **Exhibit B** attached hereto and made a part hereof.

v – As a material obligation of this Agreement, Hauler is prohibited from delivering Acceptable Solid Waste or Acceptable Recyclables originating from any municipality not listed on Exhibit A hereto (“Non-Participating Municipality”).

**NOW, THEREFORE**, in consideration of the Authority issuing to Hauler a permit to dispose of Committed Solid Waste and Committed Recyclables, the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Hauler hereby agree as follows.

## **1. REPRESENTATIONS AND WARRANTIES**

### **1.1 Representations of Hauler**

Hauler represents and warrants to the Authority that: (i) Hauler has the full legal power to execute and deliver this Agreement and to carry out its obligations hereunder, all of which have been duly authorized in accordance with applicable law; (ii) this Agreement shall be in full force and effect and be legally binding upon, and enforceable against Hauler in accordance with its terms upon its due execution and delivery by Hauler and the Authority; and (iii) the execution, delivery and performance of this Agreement by Hauler does not and will not violate, result in any default or acceleration under, permit any third party to rescind any term or provision of, or conflict with any term of, any applicable law, policy, procedure, order, judgment, decree, permit or contract to which Hauler is a party of, is subject to or by which Hauler is bound.

### **1.2 Representations of the Authority**

The Authority represents and warrants to Hauler that: (i) the Authority has the full legal power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, all of which have been duly authorized in accordance with applicable law; (ii) this Agreement shall be in full force and effect and be legally binding upon, and enforceable against the Authority in accordance with its terms upon its due execution and delivery by the Authority and Hauler; and (iii) the execution, delivery and performance of this Agreement by the Authority does not and will not violate, result in any default or acceleration under, permit any third party to rescind any term or provision of, or conflict with any term of, any applicable law, policy, procedure, order, judgment, decree, permit or contract to which the Authority is a party of, is subject to or by which the Authority is bound.

## **2. TERM**

Subject to the provisions of Section 11.3 hereof, the term of this Agreement (the “Term”) shall commence on the Effective Date and terminate on June 30, 2026, unless sooner terminated according to its provisions.

**3. GUARANTEE OF PAYMENT**

Pursuant to Section 2.3 of the Procedures, prior to delivering any Acceptable Solid Waste or Acceptable Recyclables to the Facility, Hauler shall submit, along with its permit application, a guaranty of payment satisfactory to the Authority in all respects.

**4. COMPLIANCE WITH PRE-DELIVERY REQUIREMENTS AND PROCEDURES**

Prior to delivering any Committed Solid Waste and Committed Recyclables to the Designated Facility, Hauler shall obtain all permits that are required by the Procedures and shall comply with all other pre-delivery requirements set forth therein and in the applications (including instructions) for such permits. Hauler shall also, at all times, comply with the Procedures, including any amendments thereto that are made by the Authority from time to time.

All Committed Solid Waste and Committed Recyclables delivered to the Designated Facility shall comply with the requirements concerning Committed Solid Waste and Committed Recyclables, respectively, contained in the Procedures, including any amendments thereto, and Hauler shall comply in all respects with the foregoing in the performance of its obligations hereunder.

**5. DELIVERY OF COMMITTED SOLID WASTE AND COMMITTED RECYCLABLES**

During the Term, as a material obligation hereunder, Hauler shall deliver to the Designated Facility all Committed Solid Waste that Hauler collects pursuant to this Agreement or otherwise and all Committed Solid Waste that comes into Hauler's possession through other means.

During the Term, as a material obligation hereunder, Hauler shall deliver to the Designated Facility all Committed Recyclables under its control that Hauler collects pursuant to this Agreement or otherwise and all Committed Recyclables that come into Hauler's possession through other means. Hauler shall not be charged a disposal fee for the delivery of Committed Recyclables.

**6. SERVICE FEES**

During the Term, Hauler shall pay the Authority the Service Fees (as hereinafter defined) contained in this Section 6.

**6.1 General Service Fee**

During the Term, Hauler shall pay the sum of \$138.00 (the "General Service Fee") for each ton of Committed Solid Waste delivered to the Designated Facility.

## **6.2 Discounted Service Fee**

Notwithstanding Section 6.1, Hauler shall receive a \$2.00 discount (the “Service Discount”) for each ton of Committed Solid Waste delivered to the Designated Facility that is subject to a Tier 1 Short-Term Municipal Solid Waste Management Services Agreement with the Authority. For avoidance of doubt, Hauler shall pay the sum of \$136.00 for each ton of Committed Solid Waste that is subject to the Service Discount. Committed Solid Waste subject to the Service Discount and paying \$136.00 per ton is collectively referred to as the applicable “Discounted Service Fee”.

## **6.3 Increase Premium**

Notwithstanding Section 6.1, in the event that, at any time during the term hereof, the Service Fee for Committed Solid Waste delivered pursuant to Municipal Solid Waste Management Services Agreements shall be increased for any reason, then an additional premium (the “Increase Premium”) for each ton of Acceptable Solid Waste delivered hereunder shall be due in the amount of such increase.

The General Service Fee, the Discounted Service Fee, the Increase Premium, and any other fee, charge or additional cost due pursuant to the terms of the Municipal Solid Waste Management Services Agreements for Committed Solid Waste or Committed Recyclables are collectively the “Service Fees.”

## **7. MONTHLY STATEMENTS**

Not more than fifteen days following the end of each month during the Term, the Authority shall provide Hauler with a monthly statement for the preceding month setting out the tons of Committed Solid Waste delivered by Hauler during the subject month subject to the General Service Fee, the Discounted Service Fee and the Increase Premium.

Each Monthly Statement shall be binding upon Hauler except in the event of manifest error.

## **8. PAYMENTS**

Hauler shall pay to the Authority the amounts due pursuant to each Monthly Statement with respect to any charges and costs incurred in connection with this Agreement, including but not limited to Service Fees, penalties, fines, interest charges, attorneys’ fees and adjustments, within twenty (20) days from the date of such Monthly Statement. If Hauler fails to do so and in addition to all other Authority remedies permitted hereunder, the Authority at its sole discretion, may immediately deny Hauler any further access to the Facility and/or revoke its permit for the same until Hauler pays in full to the Authority the amounts due pursuant to all past due Monthly Statements including any interest thereon. In the event the Authority denies Hauler further access to the Facility or revokes its permit for Hauler’s failure to pay invoices pursuant to this Section, Hauler is not relieved of its legal responsibilities to perform its obligations under this Agreement.

## **9. HAULER INSPECTION RIGHTS**

Upon reasonable prior written notice from Hauler and during normal business hours, the Authority shall cause delivery records and related information created and maintained, to be available for review at the Authority's business office by any officer, attorney or accountant representing Hauler when accompanied by a representative of the Authority, for the purpose of verifying any Monthly Statement. Any such review shall be conducted in such a manner so as not to cause interference with the Authority's business operations.

## **10. BREACH; REMEDIES FOR BREACH**

### **10.1 Breach by Hauler**

In the event that Hauler fails to perform any material obligation under this Agreement and such failure shall continue for thirty (30) days after written notice thereof from the Authority (except that no such notice and cure period shall apply to any failure to pay under Section 8 hereof), then and in such event such failure shall constitute an event of default by Hauler hereunder and the Authority shall have the right, in addition to any other remedies provided under this Agreement, to do any one or more of the following: (1) terminate this Agreement upon written notice to Hauler; (2) take such commercially reasonable steps as are necessary to protect its interests; or (3) exercise any right or remedy available to the Authority at law or in equity.

### **10.2 Breach by the Authority**

In the event that the Authority fails to perform any material obligation under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from Hauler, then and in such event such failure shall constitute an event of default by the Authority. Hauler shall have the right to do any one or more of the following: (1) terminate this Agreement; (2) take such commercially reasonable steps as are necessary to protect its interests; or (3) exercise any right or remedy available to it at law or in equity.

## **11. MISCELLANEOUS**

### **11.1 Disputes, Forum, Selection, and Choice of Law**

Any and all disputes arising out of a monetary violation(s) imposed against Hauler by the Authority for violations of the Procedures shall be adjudicated using the appeal process presented in Section 6.2 of the Procedures. Any and all other claims and controversies arising out of or under this Agreement or a breach thereof shall first be attempted to be resolved by good faith negotiation between the Authority and Hauler. In the event such claims or controversies cannot be resolved by negotiation between the Authority and Hauler, the Authority or Hauler may commence a legal proceeding in any court of law having jurisdiction located in **Hartford County**, Connecticut, unless the Parties agree to address the matter by arbitration or mediation. Furthermore, such legal proceeding shall be governed by

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.

During any legal proceeding that may be initiated hereunder, the Authority and Hauler shall continue to perform their respective obligations under this Agreement.

## **11.2 Force Majeure**

For purposes of this Agreement, a “Force Majeure Event” is any event that restricts or prevents performance under this Agreement by either Party, is not reasonably within the control of, or caused by any act of commission or omission of an affected Party, and cannot be overcome or avoided by the exercise of due care; excluding, however, any reduction in the supply of Committed Solid Waste. Subject to the preceding sentence, Force Majeure Events include any drought, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of terrorism, civil disturbances, sabotage, work stoppages (e.g., strikes), accident, unavailability of materials or replacement equipment or restraint by court order that materially affect performance under this Agreement.

Except for all accrued payment obligations of each Party, each Party shall be excused from performance, and will not be considered to be in default in respect to any obligation hereunder, if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

## **11.3 Assignment; Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Authority and Hauler, together with their respective successors and permitted assigns. This Agreement may not be assigned or encumbered by either Party without the consent of the other Party, which consent shall not be unreasonably withheld, except that the Authority may assign its benefits hereunder as security for financing purposes.

The foregoing notwithstanding, Hauler acknowledges that the Authority is winding down its operations pursuant to Public Act 23-170 (the “Act”). Pursuant to the Act, the State of Connecticut, Department of Administrative Services shall become the Authority’s successor effective July 1, 2025. Accordingly, unless otherwise assigned or superseded, replaced and terminated as provided for herein, this Agreement shall remain in effect with the Department of Administrative Services succeeding the Authority pursuant to the Act for the Term hereof. Hauler further acknowledges that the Authority is engaged in the process of transitioning control of the Designated Facility to a third party (“Future Operator”) pursuant to the Act which transition may occur before, on or after July 1, 2025. Accordingly, this Agreement shall be deemed assigned to such Future Operator upon notice from the Authority to Hauler, or this Agreement may be superseded, replaced and terminated

concurrent with execution of a new agreement between Hauler and Future Operator providing for Hauler's access to and use of the Designated Facility.

#### 11.4 Indemnification

- (a) Hauler shall protect, indemnify and hold harmless the Authority and its directors, officers, employees, representatives, agents and permitted assigns (individually an "Authority Indemnified Party") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs and expenses including attorney's fees, and suits or actions, and will defend the Authority Indemnified Parties in any suit or action including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the performance or non-performance by Hauler of its obligations hereunder, (b) the breach of any obligation of Hauler herein contained, or (c) any misrepresentation or breach of warranty by Hauler herein contained. Hauler shall not, however, be required to reimburse or indemnify any Authority Indemnified Party for loss or claim due to the willful misconduct or negligence of any Authority Indemnified Party, and the Authority Indemnified Party whose willful misconduct or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse Hauler (without duplication) for the costs of defending any suit as required above. An Authority Indemnified Party shall promptly notify Hauler of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give Hauler the opportunity to defend such claim, and shall not settle such claim without the approval of Hauler. These indemnification provisions are for the protection of the Authority Indemnified Parties only and shall not establish, of themselves, any liability to third parties.
- (b) To the extent permitted by law, the Authority shall protect, indemnify and hold harmless Hauler and its directors, officers, employees, representatives, agents and permitted assigns (individually a "Hauler Indemnified Party") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs and expenses including attorney's fees, and suits or actions, and will defend the Hauler Indemnified Parties in any suit or action including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the performance or non-performance by the Authority of its obligations hereunder, (b) the breach of any obligation of the Authority herein contained, or (c) any misrepresentation or breach of warranty by the Authority herein contained. The Authority shall not, however, be required to reimburse or indemnify any Hauler Indemnified Party for loss or claim due to the willful misconduct or negligence of any Hauler Indemnified Party, and the Hauler Indemnified Party whose willful misconduct or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the Authority (without duplication) for the costs of defending any suit as required above. A Hauler Indemnified Party shall promptly notify the Authority of the assertion of any

claim against it for which it may be entitled to be indemnified hereunder, shall give the Authority the opportunity to defend such claim, and shall not settle such claim without the approval of the Authority. These indemnification provisions are for the protection of the Hauler Indemnified Parties only and shall not establish, of themselves, any liability to third parties.

- (c) The provisions of this Section 11.4 shall survive the expiration or earlier termination of this Agreement.

### **11.5 Whistleblower Provision**

If Hauler is a large state contractor, Hauler shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state 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 subsection (a) of Section 4-61dd of the Connecticut General Statutes, 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 distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

### **11.6 Waiver; Amendment**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver or amendment hereof must be in writing and signed by the Party against whom such waiver or amendment is to be enforced. If any covenant or agreement contained in this Agreement is breached by any Party and thereafter waived by any other Party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach of this Agreement.

### **11.7 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the choice of law or rules thereof. Hauler agrees to submit to service of process in, and to the jurisdiction of the courts and appellate courts of the State of Connecticut in connection with any claim or controversy arising out of the interpretation, application or enforcement of this Agreement.

### **11.8 Counterparts**

This Agreement may be executed in any number of original or facsimile counterparts and on 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 Parties shall exchange wet- signature original signature pages within a reasonable time after such execution.

### **11.9 Entire Agreement**

This Agreement with its exhibits constitutes the entire agreement between the Parties with respect to the transportation and delivery of Acceptable Solid Waste hereunder, and contains all of the terms and conditions thereof, all prior agreements and understandings whether oral or written having been merged herein.

### **11.10 Severability**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

### **11.11 Notices**

Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

(a) If to Hauler:

\_\_\_\_\_ [Hauler Name]  
\_\_\_\_\_ [Hauler Street Address]  
\_\_\_\_\_ [Hauler City, State, Zip]  
Attention: \_\_\_\_\_ [Name/Title]

(b) If to the Authority (as of the Effective Date):

Department of Administrative Services  
450 Columbus Boulevard  
Hartford CT 06103  
Attention Chief Fiscal Officer – Administrative Services

Changes in the respective addresses to which such notices may be directed, may be made from time to time by either Party by written notice to the other Party.

## 12. 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 12 and all subsections hereof, “Hauler,” “Contractor” and “Consultant” shall have the same meaning.

### 12.1 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:
  1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to,

blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission");
  3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  6. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor

may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

d. Pursuant to Connecticut General Statutes § 4a-60a:

1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of

this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by 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:

--

**12.2 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 created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

**12.3 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]

<input type="checkbox"/>	has NOT entered into any consulting agreements in connection with this Agreement.
<input type="checkbox"/>	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as <b>Exhibit C</b>

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.

#### **12.4 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](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf). The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit D**.

#### **12.5 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.

### **12.6 Authority 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 have caused this \_\_\_\_ **TRANSFER STATION INTERIM ONE-YEAR SOLID WASTE AND RECYCLABLES DELIVERY AGREEMENT** to be executed by their duly authorized representatives as of the date first indicated above.

AUTHORITY

By: \_\_\_\_\_  
Mark T. Daley  
Its President and CFO

[NAME OF HAULER]

By: \_\_\_\_\_ [Signature]  
\_\_\_\_\_ [Typed/Printed Name]  
Its \_\_\_\_\_ [Title]

# **Attachment 8**

**RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS**

**REGARDING TERMINATION OF THE AUTHORITY'S FIDELITY 401K PLAN**

**WHEREAS**, the Connecticut Resources Recovery Authority Employee Savings Plan (the "Plan") was adopted by the Connecticut Resources Recovery Authority ("CRRA") effective as of July 1, 1984;

**WHEREAS**, pursuant to the Plan, the CRRA has the authority to amend and to terminate the Plan;

**WHEREAS**, on June 6, 2014, Public Act 14-94 established the Materials Innovation and Recycling Authority ("MIRA") as the successor authority to CRRA;

**WHEREAS**, the MIRA Dissolution Authority was created by the State of Connecticut effective July 1, 2023 with passage of Public Act 23-170 as successor in interest to MIRA;

**WHEREAS**, the MIRA Dissolution Authority is winding down the operations of MIRA and has determined that it is therefore necessary to terminate the Plan effective June 30, 2025 (the "Termination Date").

**NOW, THEREFORE, BE IT RESOLVED**, all Plan participants shall be 100% vested in their account balances as of the Termination Date.

**FURTHER RESOLVED**, that Mark Daley, President & Chief Financial Officer, and Cheryl Kaminsky, Comptroller, are hereby authorized and directed to take such actions as may be necessary or desirable to effectuate the termination of the Plan as of the Termination Date, including executing any required Plan amendments, engaging and directing any Plan vendors, advisors, consultants or service providers as needed to assist in the termination process, and performing such other acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of the foregoing resolutions.

**PROCEDURAL REQUIREMENTS (401K Plan Termination)**

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 (Committee Chair)					
Bert Hunter (Board Chair)					
Michael Walsh					

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					

## **Background Information Attached**

1. Letter of Direction to Fidelity
2. Inspira Financial Automatic Rollover Agreement
3. Managed Income Portfolio Liquidation Letter

# **Attachment 9**



DISSOLUTION AUTHORITY  
BOARD OF DIRECTORS FINANCIAL REPORT  
PERIOD ENDING ..... **February 28, 2025**

**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 February totaled \$0.53 million (28.3% under budget). The deficits in member town MSW and spot waste were partially offset by surplus interest income. Year to date revenues are 11.2% under budget. Accrued expenditures for February totaled \$0.77 million (25.3% under budget). Year to date total accrued expenditures are 14.4% under budget. Year to date the CSWS has incurred an operating loss of \$1.97 million which is \$0.56 million (22.1%) 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.

February deliveries totaled 3,330 tons which is 1,924 tons (36.6%) under budget. Member town deliveries were 1,803 tons (35.1%) under budget with delivery enforcement activities ongoing. Spot waste deliveries were 121 tons under budget in February. 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 34,073 tons (18.9% 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 February, 2,147 tons were transported from Essex to Preston at the rate of \$16.30 per ton. The total Essex transportation expense was \$35,001 which was 34.0% under budget. In February, 1,246 tons were transported from Torrington to Keystone at the rate of \$54.34 per ton. The total Torrington transportation expense was \$67,701 which was 35.8% under budget.

Total MSW Transportation expense for the month of February was \$102,702 which was 35.2% under budget. Year to date transportation expense is 18.7% 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 February, 2,121 tons were received and processed at Preston at the rate of \$102.75 per ton. The total Preston disposal expense was \$217,969 which was 34.0% under budget. In February, 1,246 tons were received and disposed at Keystone at the rate of \$45.89 per ton. The total Keystone disposal expense was \$57,171 which was 35.1% under budget.

Total MSW disposal expense for the month of February was \$275,139 (36.1% under budget).

MSW transportation and disposal combined for total MSW services expense of \$377,842 for February (35.9% under budget). Year to date MSW services expense is 15.7% under budget.



DISSOLUTION AUTHORITY  
BOARD OF DIRECTORS FINANCIAL REPORT  
PERIOD ENDING ..... February 28, 2025

**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 \$87,574 in February which includes \$17,275 in transportation expense and \$70,299 in contract operating expense which were a combined 36.2% below budget. Transportation expenses from the Torrington and Essex transfer stations were 40.9% 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 February was \$72.88 per ton (\$9.12 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 February. 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. In February, 2025 the Authority awarded a contract for the sale of available and certain installed non structural equipment at the South Meadows Site which has been fully executed. Work commenced in March 2025. 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 February which was 8.4% under budget.

Operating expenses totaled \$0.25 million in February (34.2% under budget). All budget line items were under budget with the exception of Authority operating 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 Department of Administrative Services (as the Authority's successor). Interest earnings are retained within this account resulting in its growth to \$3.73 million.



DISSOLUTION AUTHORITY  
BOARD OF DIRECTORS FINANCIAL REPORT  
PERIOD ENDING ..... February 28, 2025

**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 February 28, 2025 were transferred on March 19, 2025 to fund budgets for the month of April.

**Property Division** - Cash receipts and interest earnings relative to the division's cash expenditures resulted in a \$848,464 decrease in total division reserves from \$39.86 million to \$39.02 million in February. All funds and reserves fluctuated dependent on the retention or transfer of interest. Receipts, transfers and interest into the Operating Fund were \$233,790 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. Note the adjustment to the Property Division General Fund reflects its allocated share of the \$2.0 million transfer to OPM required by Public Act 23-170. Adjustment to the Operating Fund reflects return of insurance premium due to sale of real property.

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 completed. Payment of the \$1.5 million budgeted Hartford PILOT is imminent with approval and full execution of the Hartford PILOT Agreement in February.

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 \$268,199 from its Tip Fee Stabilization Fund. After the distribution of February receipts, total reserves in support of the CSWS decreased from \$18.99 million to \$17.46 million including adjustment to the CSWS Major Maintenance Fund for its allocated share of the \$2.0 million transfer to OPM. Note that year to date net draws from the Tip Fee Stabilization Fund associated with monthly budgets from July through April were budgeted at \$2.79 million while total net draws for this period were actually \$3.29 million (the authorized cap on such transfers for FY 2025).

Looking forward, there will be no further transfers of Tip Fee Stabilization funds for FY 2025 (in support of budgets for May 2025 through June 2025). This will cause a draw down of the CSWS Operating Fund. 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 CSWS commenced **Fiscal Year 2024** with total reserves of \$25.14 million.

**Other Division Balances** - Other Division balances decreased from \$4.39 million to \$4.31 million in the month of February due to the timing of disbursements and allocations within the General Fund Checking Account and receipt of interest earnings in all accounts. Adjustments also reflect the OPM transfer and property insurance as applicable.

**Total** - The total of all Authority funds and accounts decreased from \$63.25 million to \$60.79 million in the month of February.

At the commencement of **FY 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: February 28, 2025

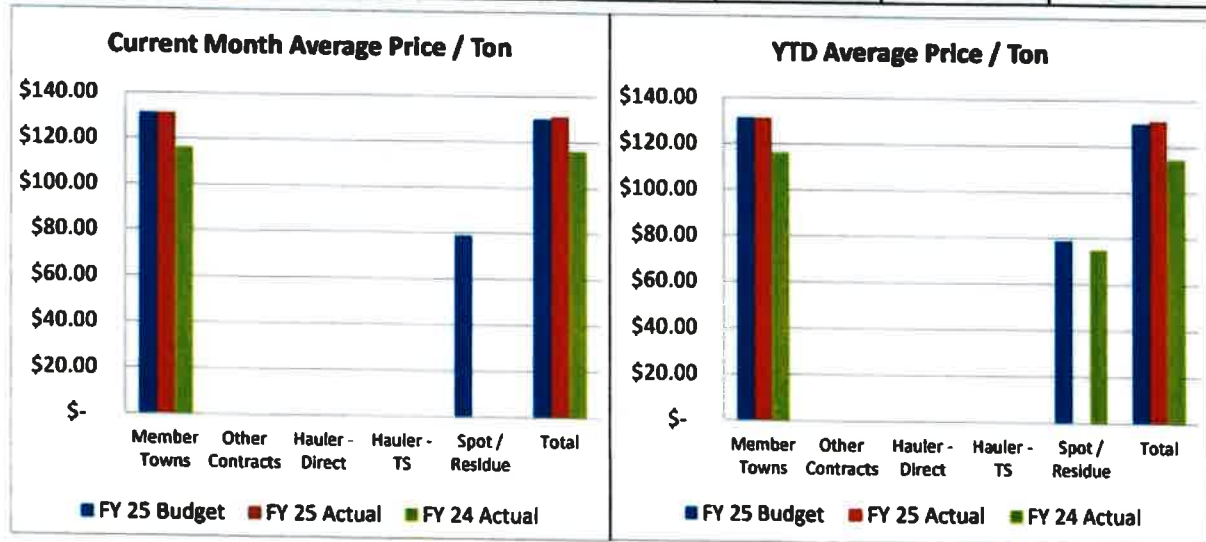
	Current Month		Variance		Year to Date		Variance	
	Budget	Actual	Better (Worse) than Budget		Budget	Actual	Better (Worse) than Budget	
			\$	%			\$	%
<b>REVENUES</b>								
<i>Member Town MSW</i>	\$ 673,465	\$ 436,789	\$ (236,676)	-35.1%	\$ 5,387,720	\$ 4,470,939	\$ (916,781)	-17.0%
<i>Other Contracts MSW</i>	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
<i>Spot Waste MSW</i>	\$ 9,535	\$ -	\$ (9,535)	n/a	\$ 76,278	\$ -	\$ (76,278)	n/a
Bypass, Delivery & Other Charges	\$ 100	\$ -	\$ (100)	n/a	\$ 800	\$ -	\$ (800)	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	\$ 96,148	\$ 36,148	60%	\$ 480,000	\$ 809,669	\$ 329,669	69%
<b>TOTAL ACCRUED REVENUES</b>	\$ 743,100	\$ 532,937	\$ (210,163)	-28.3%	\$ 5,944,798	\$ 5,280,608	\$ (664,190)	-11.2%
<b>EXPENDITURES</b>								
Authority Budget	\$ 83,825	\$ 67,424	\$ 16,401	19.6%	\$ 670,600	\$ 582,530	\$ 88,070	13.1%
Direct Personnel	\$ 58,526	\$ 54,357	\$ 4,169	7.1%	\$ 468,208	\$ 466,677	\$ 1,531	0.3%
Operational Expense	\$ 14,267	\$ 49,190	\$ (34,923)	-244.8%	\$ 371,232	\$ 275,471	\$ 95,761	25.8%
Host Community Benefit	\$ 4,394	\$ 3,004	\$ 1,390	31.6%	\$ 35,152	\$ 30,670	\$ 4,482	12.8%
MSW Services	\$ 589,062	\$ 377,842	\$ 211,220	35.9%	\$ 4,712,497	\$ 3,974,367	\$ 738,130	15.7%
Recycling Services	\$ 137,200	\$ 87,574	\$ 49,627	36.2%	\$ 1,097,603	\$ 854,648	\$ 242,955	22.1%
Transfer Station - Essex	\$ 73,233	\$ 69,351	\$ 3,882	5.3%	\$ 585,864	\$ 589,940	\$ (4,076)	-0.7%
Transfer Station - Torrington	\$ 60,787	\$ 58,958	\$ 1,829	3.0%	\$ 486,296	\$ 475,921	\$ 10,375	2.1%
Contingency	\$ 5,833	\$ -	\$ 5,833	n/a	\$ 46,664	\$ -	\$ 46,664	n/a
<b>TOTAL ACCRUED EXPENDITURES</b>	\$ 1,027,128	\$ 767,699	\$ 259,429	25.3%	\$ 8,474,116	\$ 7,250,225	\$ 1,223,892	14.4%
<b>OPERATING INCOME (LOSS)</b>								
<i>(Use of Reserves / Transfers)</i>	\$ (284,028)	\$ (234,762)	\$ 49,266	-17.3%	\$ (2,529,318)	\$ (1,969,617)	\$ 559,701	-22.1%

CSWS MSW Delivery Summary

Period Ending:

February 28, 2025

FY 25 Budget	Current Month			Year To Date		
	Tons	Revenue	Price	Tons	Revenue	Price
<u>Member Towns</u>	5,133	\$ 673,465	\$ 131.20	41,064	\$ 5,387,720	\$ 131.20
<u>Other Contracts</u>	-	\$ -	\$ -	-	\$ -	\$ -
<u>Hauler - Direct</u>	-	\$ -	\$ -	-	\$ -	\$ -
<u>Hauler - TS</u>	-	\$ -	\$ -	-	\$ -	\$ -
<u>Spot / Residue</u>	121	\$ 9,535	\$ 78.80	968	\$ 76,278	\$ 78.80
<b>Total</b>	<b>5,254</b>	<b>\$ 683,000</b>	<b>\$ 130.00</b>	<b>42,032</b>	<b>\$ 5,463,998</b>	<b>\$ 130.00</b>
<b>FY 25 Actual</b>	<b>Tons</b>	<b>Revenue</b>	<b>Price</b>	<b>Tons</b>	<b>Revenue</b>	<b>Price</b>
Member Towns	3,330	\$ 436,789	\$ 131.18	34,073	\$ 4,470,939	\$ 131.22
Other Contracts	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - Direct	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	-	\$ -	\$ -	-	\$ -	\$ -
<b>Total</b>	<b>3,330</b>	<b>\$ 436,789</b>	<b>\$ 131.18</b>	<b>34,073</b>	<b>\$ 4,470,939</b>	<b>\$ 131.22</b>
<b>Variance</b>	<b>Tons</b>	<b>Revenue</b>	<b>Price</b>	<b>Tons</b>	<b>Revenue</b>	<b>Price</b>
Member Towns	(1,803)	\$ (236,676)	\$ (0.02)	(6,991)	\$ (916,781)	\$ 0.01
Other Contracts	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - Direct	-	\$ -	\$ -	-	\$ -	\$ -
Hauler - TS	-	\$ -	\$ -	-	\$ -	\$ -
Spot / Residue	(121)	\$ (9,535)	\$ (78.80)	(968)	\$ (76,278)	\$ (78.80)
<b>Total</b>	<b>(1,924)</b>	<b>\$ (246,211)</b>	<b>\$ 1.19</b>	<b>(7,959)</b>	<b>\$ (993,060)</b>	<b>\$ 1.22</b>
<b>Total % Var.</b>	<b>-36.6%</b>	<b>-36.0%</b>	<b>0.9%</b>	<b>-18.9%</b>	<b>-18.2%</b>	<b>0.9%</b>



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

Narrative

Period Ending:

February 28, 2025

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	25,696	\$ 16.50	423,984	-	#DIV/0!	-	15,368	\$ 54.89	843,550	\$ 1,267,534

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	2,543.94	\$ 16.21	\$ 41,237	-	\$ -	\$ -	1,594.10	\$ 54.03	\$ 86,132	\$ 127,370
February	2,147.32	\$ 16.30	\$ 35,001	-	\$ -	\$ -	1,245.82	\$ 54.34	\$ 67,701	\$ 102,702
March			\$ -	-	\$ -	\$ -			\$ -	\$ -
April			\$ -	-	\$ -	\$ -			\$ -	\$ -
May			\$ -	-	\$ -	\$ -			\$ -	\$ -
June			\$ -	-	\$ -	\$ -			\$ -	\$ -
YTD	21,659	\$ 16.36	354,268	-	#DIV/0!	-	12,405	\$ 54.56	676,788	\$ 1,031,056

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	(668.06)	(0.29)	(11,761)	-	-	-	(326.90)	(0.86)	(19,311)	(31,072)
February	(1,064.68)	(0.20)	(17,997)	-	-	-	(675.18)	(0.55)	(37,743)	(55,739)
March										
April										
May										
June										
YTD	(4,037.32)	(0.14)	(69,716)	-	#DIV/0!	-	(2,963.29)	(0.33)	(166,762)	(236,477)

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

Narrative

Period Ending:

February 28, 2025

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	25,696	\$ 102.75	2,640,264	968	\$ 102.75	99,462	15,368	\$ 45.89	705,238	\$ 3,444,964

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	2,545.26	\$ 102.75	\$ 261,525	-	\$ -	\$ -	1,594.10	\$ 45.89	\$ 73,153	\$ 334,679
February	2,121.35	\$ 102.75	\$ 217,969	-	\$ -	\$ -	1,245.82	\$ 45.89	\$ 57,171	\$ 275,139
March			\$ -			\$ -			\$ -	\$ -
April			\$ -			\$ -			\$ -	\$ -
May			\$ -			\$ -			\$ -	\$ -
June			\$ -			\$ -			\$ -	\$ -
YTD	21,626.21	\$ 102.75	2,222,093	-	#DIV/0!	-	12,404.71	\$ 45.89	569,252	\$ 2,791,345

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	(666.74)	-	(68,508)	(121.00)	(102.75)	(12,433)	(326.90)	-	(15,001)	(95,942)
February	(1,090.65)	-	(112,064)	(121.00)	(102.75)	(12,433)	(675.18)	-	(30,984)	(155,481)
March										
April										
May										
June										
YTD	(4,069.79)	-	(418,171)	(968.00)	#DIV/0!	(99,462)	(2,963.29)	-	(135,985)	(653,618)

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

Narrative

Period Ending:

February 28, 2025

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	-	-	-		\$ -	\$ 233,851	\$ 863,752	\$ -	\$ -	\$ 1,097,603

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			-		\$ -	\$ 23,461	\$ 88,070	\$ -	\$ 276	\$ 111,807
February			-		\$ -	\$ 17,275	\$ 70,299	\$ -	\$ -	\$ 87,574
March			-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April			-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May			-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June			-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD	-	-	-		\$ -	\$ 190,903	\$ 663,469	\$ -	\$ 276	\$ 854,648

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	-	-	-	\$ -	\$ -	\$ (5,770)	\$ (19,899)	\$ -	\$ 276	\$ (25,393)
February	-	-	-	\$ -	\$ -	\$ (11,956)	\$ (37,670)	\$ -	\$ -	\$ (49,627)
March										
April										
May										
June										
YTD	-	-	-	\$ -	\$ -	\$ (42,948)	\$ (200,283)	\$ -	\$ 276	\$ (242,955)

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

Narrative

Period Ending:

**February 28, 2025**

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
<b>YTD</b>	<b>4,392</b>	<b>\$ 32.99</b>	<b>144,892</b>	<b>3,296</b>	<b>\$ 26.99</b>	<b>88,959</b>	<b>\$ 233,851</b>

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	473.00	\$ 32.44	\$ 15,344	304.28	\$ 26.68	\$ 8,117	\$ 23,461
February	346.02	\$ 32.61	\$ 11,284	223.66	\$ 26.79	\$ 5,991	\$ 17,275
March			\$ -			\$ -	\$ -
April			\$ -			\$ -	\$ -
May			\$ -			\$ -	\$ -
June			\$ -			\$ -	\$ -
<b>YTD</b>	<b>3,777.19</b>	<b>\$ 32.72</b>	<b>123,578</b>	<b>2,515.27</b>	<b>\$ 26.77</b>	<b>67,325</b>	<b>\$ 190,903</b>

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	(76.00)	(0.55)	(2,767)	(107.72)	(0.31)	(3,003)	(5,770)
February	(202.98)	(0.38)	(6,828)	(188.34)	(0.20)	(5,129)	(11,956)
March							
April							
May							
June							
<b>YTD</b>	<b>(614.81)</b>	<b>(0.27)</b>	<b>(21,314)</b>	<b>(780.73)</b>	<b>(0.22)</b>	<b>(21,634)</b>	<b>(42,948)</b>

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

[Narrative](#)

Period Ending:

February 28, 2025

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	7,688	\$ 92.88	\$ (10.88)	\$ 82.00	630,416	233,336	\$ 863,752

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	786.53	\$ 92.88	\$ (17.99)	\$ 74.89	\$ 58,903	\$ 29,167	\$ 88,070
February	564.38	\$ 92.88	\$ (20.00)	\$ 72.88	\$ 41,132	\$ 29,167	\$ 70,299
March				\$ -	\$ -		\$ -
April				\$ -	\$ -		\$ -
May				\$ -	\$ -		\$ -
June				\$ -	\$ -		\$ -
YTD	6,300	\$ 92.88	\$ (24.74)	\$ 68.14	429,261	234,208	\$ 663,469

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	(174.47)	-	(7.11)	(7.11)	(19,899)	(0)	(19,899)
February	(396.62)	-	(9.12)	(9.12)	(37,670)	(0)	(37,670)
March							
April							
May							
June							
YTD	(1,388)	-	(13.86)	(13.86)	(201,155)	872	(200,283)

Period Ending: **February 28, 2025**

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				\$ -	\$ -				\$ -	\$ -	\$ -
<b>YTD</b>	-		#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	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
<b>YTD</b>	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											
<b>YTD</b>	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: **February 28, 2025**

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%	\$ 19,968	\$ 19,967	\$ (1)	0.0%
Wheelabrator Lease	\$ 38,079	\$ 19,220	\$ (18,859)	-49.5%	\$ 304,632	\$ 157,736	\$ (146,896)	-48.2%
Jets Billboard	\$ 5,417	\$ -	\$ (5,417)	n/a	\$ 43,336	\$ -	\$ (43,336)	n/a
Other Leases	\$ -	\$ -	\$ -	n/a	\$ -	\$ -	\$ -	n/a
Total Lease Income	\$ 45,992	\$ 21,716	\$ (24,276)	-52.8%	\$ 367,936	\$ 177,703	\$ (190,233)	-51.7%
Interest / Misc. Income	\$ 87,500	\$ 100,555	\$ 13,055	14.9%	\$ 700,000	\$ 859,407	\$ 159,407	23%
<b>TOTAL ACCRUED REVENUES</b>	<b>\$ 133,492</b>	<b>\$ 122,271</b>	<b>\$ (11,221)</b>	<b>-8.4%</b>	<b>\$ 1,067,936</b>	<b>\$ 13,566,672</b>	<b>\$ 12,498,736</b>	<b>1170.4%</b>
<b>EXPENDITURES</b>								
Authority Budget	\$ 51,223	\$ 48,108	\$ 3,115	6.1%	\$ 409,784	\$ 397,892	\$ 11,892	2.9%
Direct Personnel	\$ 31,995	\$ 29,811	\$ 2,184	6.8%	\$ 255,960	\$ 265,328	\$ (9,368)	-3.7%
Operating Expense	\$ 1,467	\$ 4,908	\$ (3,441)	-234.6%	\$ 220,523	\$ 220,066	\$ 457	0.2%
Hartford PILOT	\$ 125,000	\$ 125,000	\$ -	0.0%	\$ 1,000,000	\$ 1,000,000	\$ -	0.0%
Watertown Transfer Station	\$ 2,414	\$ -	\$ 2,414	n/a	\$ 19,312	\$ 2,362	\$ 16,950	87.8%
Ellington Transfer Station	\$ 1,783	\$ 428	\$ 1,355	76.0%	\$ 14,264	\$ 11,534	\$ 2,730	19.1%
South Meadows	\$ 115,243	\$ 32,922	\$ 82,321	71.4%	\$ 921,944	\$ 419,967	\$ 501,977	54.4%
Jet Turbine Facility	\$ 2,783	\$ -	\$ 2,783	n/a	\$ 22,264	\$ -	\$ 22,264	n/a
211 Murphy Road	\$ 18,569	\$ -	\$ 18,569	n/a	\$ 148,552	\$ 34,393	\$ 114,159	76.8%
171 Murphy Road	\$ 2,539	\$ 1,131	\$ 1,408	55.4%	\$ 20,312	\$ 5,440	\$ 14,872	73.2%
Railroad Maintenance	\$ 3,417	\$ 4,400	\$ (983)	-28.8%	\$ 27,336	\$ 18,700	\$ 8,636	31.6%
Contingency	\$ 18,417	\$ -	\$ 18,417	n/a	\$ 147,336	\$ -	\$ 147,336	n/a
<b>TOTAL ACCRUED EXPENDITURES</b>	<b>\$ 374,850</b>	<b>\$ 246,709</b>	<b>\$ 128,141</b>	<b>34.2%</b>	<b>\$ 3,207,587</b>	<b>\$ 2,375,683</b>	<b>\$ 831,904</b>	<b>25.9%</b>
<b>OPERATING INCOME (LOSS)</b>								
(Use of Reserves / Transfers)	\$ (241,358)	\$ (124,438)	\$ 116,920	-48.4%	\$ (2,139,651)	\$ 11,190,988	\$ 13,330,639	-623.0%

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

Narrative

Period Ending: 02/28/25

	Current Month			Year to Date		
	Budget	Actual	Variance	Budget	Actual	Variance
<b>WASTE PROCESSING FACILITY</b>						
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
<b>POWER BLOCK FACILITY</b>						
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
<b>OTHER COSTS</b>						
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
<b>METAL SALES CREDIT</b>	\$ -	\$ -	\$ -	\$ (100,000)	\$ -	\$ (100,000)
<b>Total Decommission Reserve</b>	\$ -	\$ -	\$ -	\$ 3,300,000	\$ -	\$ 3,300,000

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

Period Ending: February 28, 2025  
 Transfer Date: March 19, 2025  
 Funding: April 1, 2025

Property Division Receipts	Beginning Balance	Interest [+]	Receipts [+]	Adjustments [+(-)]	Net Receipts to Distribution [-]	Ending Balance
PD Clearing Account	\$ 1,000.00		\$ 51,387.76		\$ 51,387.76	\$ 1,000.00
<b>Property Division Disbursements</b>						
Property Division Disbursements	Ending Balance	Interest [+]	Expenditures [-]	Adjustments [+(-)]	Distribution of Net Receipts [+(-)]	Ending Balance
PD Operating Fund	\$ 5,064,017.32	\$ 53,359.48	\$ 189,311.41	\$ 29,799.27	\$ 339,943.03	\$ 5,297,807.69
PD General Fund	\$ 10,249,675.41	\$ 34,554.18		\$ (734,100.00)	\$ (258,756.00)	\$ 9,291,373.59
PD Improvement Fund	\$ 145,333.85					\$ 145,333.85
PD Jets Major Maintenance	\$ 798,813.87					\$ 798,813.87
CSWS Decommissioning Reserve	\$ 3,713,435.78	\$ 12,641.43				\$ 3,726,077.21
South Meadows Transilion Reserv	\$ 19,891,724.70		\$ 136,594.02			\$ 19,755,130.68
Total Property Division	\$ 39,864,000.93	\$ 100,555.09				\$ 39,015,536.89
<b>CSWS Division Receipts</b>						
CSWS Division Receipts	Ending Balance	Interest [+]	Receipts [+]	Adjustments [+(-)]	Net Receipts to Distribution [-]	Ending Balance
CSWS Clearing Account	\$ 40,000.00		\$ 409,372.14		\$ (409,372.14)	\$ 40,000.00
<b>CSWS Division Disbursements</b>						
CSWS Division Disbursements	Ending Balance	Interest [+]	Expenditures [-]	Adjustments [+(-)]	Distribution of Net Receipts [+(-)]	Ending Balance
CSWS Operating STIF	\$ 5,295,355.41	\$ 85,765.29	\$ 894,065.96	\$ 14,764.59	\$ 677,570.74	\$ 5,179,390.07
CSWS Debt Service Fund	\$ 3,875.01					\$ 3,875.01
CSWS General Fund	\$ 1,247.04	\$ 4.22				\$ 1,251.26
CSWS Risk Fund	\$ 1,016,332.73	\$ 3,459.83				\$ 1,019,792.56
CSWS Legal Reserve	\$ 459,151.04	\$ 1,563.09				\$ 460,714.13
CSWS Improvement Fund	\$ 319,447.51					\$ 319,447.51
CSWS Major Maintenance	\$ 1,727,313.42	\$ 4,756.02	\$ 566.26	\$ (1,152,280.00)		\$ 579,223.18
CSWS Tip Fee Stabilization	\$ 10,126,270.87				\$ (268,198.60)	\$ 9,858,072.27
Total CSWS	\$ 18,988,993.03	\$ 95,548.45				\$ 17,461,765.99
<b>Other Division Balances</b>						
Other Division Balances	Ending Balance	Interest	Receipts	Expenditures	Adjustments	Ending Balance
General Fund Checking	\$ 202,804.85		\$ 3,279,373.48	\$ 3,114,756.79	\$ (45,014.00)	\$ 322,407.54
Authority General Fund STIF	\$ 242,707.29	\$ 826.24			\$ 450.14	\$ 243,983.67
Hartford Solar Reserve	\$ 318,170.70	\$ 1,083.14				\$ 319,253.84
MIRA Severance Fund	\$ 971,000.86	\$ 3,305.51				\$ 974,306.37
Landfill Div. Operating Account	\$ 1,000.00		\$ 25,410.00		\$ (25,410.00)	\$ 1,000.00
Landfill Operating STIF	\$ 2,657,877.06	\$ 8,920.68		\$ 126,973.71	\$ (88,210.00)	\$ 2,451,614.03
Total Other	\$ 4,393,560.76	\$ 14,135.57	\$ 3,304,783.48	\$ 3,241,730.50	\$ (158,183.86)	\$ 4,312,565.45
<b>TOTAL ALL FUNDS AND ACCOUNTS</b>	<b>\$ 63,246,554.72</b>	<b>\$ 210,239.11</b>	<b>\$ 3,304,783.48</b>	<b>\$ 3,241,730.50</b>	<b>\$ (158,183.86)</b>	<b>\$ 60,789,868.33</b>

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 February cash receipts, a total of \$62,369,494.77 remained due to the Tip Fee Stabilization Reserve from the CSWS. The Tip Fee Stabilization funding to CSWS was reached and the CSWS Operating Account was short funded \$285,261.97 for funding through April.
- 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 \$28,744.76 for the period ending 2/28/2025 July through April funding shortfall is \$393,134.46.
- The adjustments represent the returned insurance premiums (\$45,014) allocated to the proper divisions and the payment to OPM (\$2M) taken from the different

**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: February 28, 2025**

	General Fund	Connecticut Solid Waste System	Mid-Connecticut Project	Southeast Project	Property Division	Landfill Division	Eliminations	Total
<b>Operating Revenues</b>								
Service charges:								
Members	\$ -	\$ 4,471	\$ -	\$ -	\$ -			\$ 4,471
Others	-	-	-	-	-			-
Energy sales	-	-	-	-	-	72		72
Other operating revenues	-	5	-	-	184	6		195
<b>Total Operating Revenues</b>	-	4,476	-	-	184	78		4,738
<b>Operating Expenses</b>								
Solid waste operations	-	6,290	-	-	790	134	0	7,214
Maintenance and utilities	-	1,540	-	-	26	60		1,626
Legal services - external	-	218	-	-	54	-		272
Administrative and Operational services	-	1,049	-	-	663	72		1,784
<b>Total Operating Expenses</b>	-	9,097	-	-	1,533	266		10,896
<b>Operating Income (Loss) before Depreciation and Amortization</b>	-	(4,621)	-	-	(1,349)	(188)		(6,158)
Depreciation and amortization	3	13	-	-	97	69	0	182
<b>Operating Income (Loss)</b>	(3)	(4,634)	-	-	(1,446)	(257)		(6,340)
<b>Non-Operating Revenues (Expenses)</b>								
Investment income	-	806	-	-	926	97		1,830
Settlement income (expense)	-	-	-	-	12,182	-		12,182
Other income (expense)	-	-	(5)	-	-	-		(5)
Distribution to SACHRA	-	-	-	-	-	-		-
<b>Non-Operating Revenues (Expenses), net</b>	-	806	(4)	-	13,108	97		14,007
<b>Income (Loss) before Transfers</b>	(3)	(3,828)	(4)	-	11,662	(160)		7,667
Transfers in (out)	-	-	-	-	-	-	0	-
<b>Change in Net Position</b>	(3)	(3,828)	(4)	-	11,662	(160)		7,667
<b>Total Net Position, beginning of period</b>	270	(13,540)	31	-	72,344	20,716		79,721
<b>Total Net Position, end of period</b>	\$ 267	\$ (17,368)	\$ 27	\$ -	\$ 83,946	\$ 20,556	\$ -	\$ 87,388
<b>RECONCILIATION TO VARIANCE REPORT</b>								
Add: Expense paid from reserve	-	1,696	0	-	743	-		2,439
Add: Amortization	3	13	-	-	97	69		182
less: GAAP Exp (Deferred for Budget)	-	-	-	-	-	-		-
add: Spare parts and fixed inventory adjustment	-	135	-	-	-	-		135
add: Capitalized expenses net of asset disposals	-	-	-	-	275	-		275
add: Settlement income	-	-	-	-	-	-		-
Other	-	14	-	-	(1,386)	-		-
<b>Operating Income (Loss) per Variance report</b>	n/a	(1,978)	n/a	n/a	11,991	n/a	n/a	9,221

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 n/a/b billed in October20.

Fr: July 01, 2024

To: February 28, 2025



## 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
			<b>77,372.99</b>

#### 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#F0618DMLA24	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
			<b>106,010.30</b>

**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	3,787.14
PO0016273	8/19/24	00-7/1/12024-07/01/2025-1ST SEMI-ANNUAL INSTALLMENT-AUTHORITY	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	3,786.75
PO0016413	12/18/24	00-7/1/12024-07/01/2025-2ND SEMI-ANNUAL INSTALLMENT-AUTHORITY	4,199.85
		FY2025 CIRMA - WORKERS COMPENSATION #WC 202401383200 - 07/01/2024-07/01/2025-CSWS - 2NDSEMI-ANNUAL INSTALLMENT	

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**106,849.00**



## 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.

<b>Comp 2</b>		<b>Comp 2 - State Contract (DAS, DEEP, DOT, BEST)</b>		
<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
2/3/25	PO0016450	FY2025 PO2 FOR FUEL CARD (WEX BANK) CHARGES FOR FACILITIES MNGR AND ENFORCEMENT VEHICLES – EXPECTED TO COVER UP TO 6 MONTHS OF FUEL CHARGES	7,000.00	WEX BANK
2/4/25	PO0016452	FY25 - 3rd QTR. CELL PHONE SERVICE FOR EMPLOYEES, PLUS EQUIPMENT DOIT/WSCA CONTRACT 1907	3,000.00	VERIZON COMMUNICATIONS INC
2/7/25	PO0016458	FY2025 WILLIAM B MEYER PER DAS CONTRACT 22PAX0156 - REMAINING FY25 - MONTHLY STORAGE OF RECORDS MANAGEMENT -	4,450.00	WILLIAM B MEYER INC
2/19/25	PO0016471	FY25 - FOR SECURITY SERVICES AT THE SOUTH MEADOWS PROPERTY FOR FY2025. PER DAS CONTRACT NO. 17PSX0001.	90,000.00	UNITED SECURITY INC
			<b>104,450.00</b>	
<b>NC4A</b>		<b>NC-special capability or experience</b>		
<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
2/3/25	PO0016457	FY2025 ADP PAYROLL AND TAX FEES FOR JANUARY - JUNE 2025 - 2ND HALF OF 2025 - NO CONTRACT	6,500.00	ADP INC
2/10/25	PO0016461	FY2025 AMERICAN EXPRESS - ARLO TECHNOLOGIES -	159.51	AMERICAN EXPRESS TRAVEL MGMT SERVICES
2/20/25	PO0016481	FY2025 - PROPERTY DIVISION - SOUTH MEADOWS FACILITY - PROVIDE ONGOING NERC COMPLIANCE SUPPORT ASSOCIATED WITH REMAINING PBF OBLIGATIONS. FEBRUARY 2025 THROUGH JUNE 2025. FIVE MONTHS @\$3,000/MONTH.	15,000.00	NAES CORPORATION
			<b>21,659.51</b>	
<b>NC7</b>		<b>NC- MSA, PILOT, or other similar agreement</b>		
<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
2/27/25	PO0016479	FY25 CITY OF HARTFORD, PAYMENT IN LIEU OF TAXES (PILOT) CONTRACT	1,500,000.00	HARTFORD CITY OF TREASURER
			<b>1,500,000.00</b>	

**NC8**

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

<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
2/10/25	PO0016461	FY2025 AMERICAN EXPRESS - BOARD MEETING LUNCH FOR 16 PEOPLE - CAFE LOUISE LLC	568.96	AMERICAN EXPRESS TRAVEL MGMT SERVICES
2/10/25	PO0016461	FY2025 - AMERICAN EXPRESS - RENEWAL OF PE LICENSE - DAVID BODENDORF - JANUARY 22	285.00	AMERICAN EXPRESS TRAVEL MGMT SERVICES
2/10/25	PO0016461	FY2025 - AMERICAN EXPRESS - E-FILE, PRINT AND MAIL 1099 & W2 TAX FORMS FOR 2024	70.72	AMERICAN EXPRESS TRAVEL MGMT SERVICES
2/14/25	PO0016469	FY2025 THE MARKET RESTAURANT, LLC - LUNCH FOR MIRA DISSOLUTION BOARD OF DIRECTORS - FEBRUARY 19, 2025 - INVOICE AND OTHER INFORMATION IS ATTACHED - LOCAL BUSINESS WITHIN 5 MILES OF OFFICE FOR DELIVERY	248.00	MARKET RESTAURANT LLC, THE
2/28/25	PO0016483	FY25 Q4 4 MONTHS RENTAL OF WATER FILTRATION SYSTEM @ \$40.50 X 4 = \$162.00 AT 300 MAXIM ROAD HARTFORD = \$162.00 TOTAL,	162.00	CRYSTAL ROCK LLC
2/28/25	PO0016484	FY2025 - BENEFITS HORIZONS - PLEASE SEE ATTACHED DOCUMENTATION	46.20	BENEFIT HORIZONS COBRA ADMINISTRATION
			<b>1,380.88</b>	

**NC9**

**NC-Market Driven Purchase**

<u>Date</u>	<u>PO Number</u>	<u>Description</u>	<u>QTY</u>	
2/14/25	PO0016466	FY25 - CONTRACT ROUTING OF WASTE AND RECYCLING DELIVERY AGREEMENT WITH C&M CARTING SOLUTIONS LLC FOR REMAINDER OF FY2025	0.00	CONTRACT ROUTING - INTERNAL ONLY
			<b>0.00</b>	

**Grand Total: 1,627,490.39**



## 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 2/28/25

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	\$ 5,610				\$ (246)	\$ 5,364
	Ellington		PO#16515	\$ 20,000			\$ 10,909			\$ 10,909
	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
<b>Total Cohn Birnbaum &amp; Shea</b>				<b>\$ 60,000</b>	<b>\$ 5,610</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (246)</b>	<b>\$ 23,963</b>
Day Pitney	NPDES Permitting Support			\$ -						\$ -
<b>Total Day Pitney</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Halloran & Sage	GC - Authority Budget		PO#16288	\$ 20,000	\$ 20,000		\$ -		\$ (1,953)	\$ 18,047
	GC - Authority Budget		PO#16487	\$ 24,500	\$ 8,581		38973			\$ 47,554
	Wind Down - Authority Budget		PO#16301	\$ 500	\$ 446					\$ 446
	Property Division		PO#16491	\$ 18,000	\$ 16,717			\$ 1,370		\$ 18,088
	CSWS		PO#16289	\$ 50,000	\$ 14,688	\$ 528			\$ (803)	\$ 14,413
										\$ -
	South Meadows Transition Contingency	Watertown TS Sale	PO#16302&#16365	\$ 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		PO#16489	\$ 1,000	\$ 330					\$ 330
	MidCT									
<b>Beginning Halloran &amp; Sage</b>				<b>\$ 131,516</b>	<b>\$ 75,527</b>	<b>\$ -</b>	<b>\$ 39,501</b>	<b>\$ 3,386</b>	<b>\$ (2,756)</b>	<b>\$ 115,658</b>
Kainen, Escalera & McHale	Employment		PO#16284	\$ 20,000	\$ 19,390		\$ 19,236			\$ 38,626
	CSWS		PO#16488	\$ 8,900	\$ 8,836					\$ 8,836
<b>Total Kainen, Escalera &amp; McHale</b>				<b>\$ 28,900</b>	<b>\$ 19,390</b>	<b>\$ -</b>	<b>\$ 19,236</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,462</b>
Melick & Porter	Tremont									\$ -
										\$ -
<b>Total Melick &amp; Porter</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTALS:</b>				<b>\$ 220,416</b>	<b>\$ 100,526</b>	<b>\$ -</b>	<b>\$ 58,737</b>	<b>\$ 3,386</b>	<b>\$ (3,001)</b>	<b>\$ 187,083</b>

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

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

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



## BUDGET AUTHORIZATION

Issued By: Roger Guzowski  
 Date: Feb 3 2025

**PURCHASE ORDER OVER BUDGET** *Items 1-5 Based on information from Requester/User:*

ITEM	DESCRIPTION	INFORMATION
1	Vendor	ADP, INC.
2	Requester/User	STEPHANNIE RICE
3	PO Account Code(s)	01-001-501-52310      GF-OP-ADM-PAYROLL SOFTWARE SERVICES
4	PO Amount	\$      6,500.00
5	Purpose of PO	FY2025 ADP PAYROLL AND TAX FEES FOR JANUARY - JUNE 2025 - 2ND HALF OF 2025

**INTERNAL USE - BUDGET HOLD** *Items 6-9 Serve as notes for budget and instructions to the Buyer:*

6	Budgeted (Y/N)	Yes
7	Alternate Funding Source(s) <i>(to use for Budget Hold)</i>	FY25 Operating Account  01-001-501-52640 GF-OP-ADM-INSURANCE PREMIUMS
		PO0016451 <b>Budget Hold PO#</b> \$      1,000.00
8	Reason for Budget Overrun	HIGHER THAN BUDGETED ADP PAYROLL SOFTWARE SERVICES
9	Account Projected YTD Over Budget Amount	\$      1,000.00

**Notes:**

If Item 7 indicates that the items or services for which this Budget Authorization is being issued are contemplated in the budget (or if they are NOT contemplated in the budget but NOT in excess of \$5,000), then the information in Items 7-9 will serve as instructions to the Buyer to create a Budget Hold requisition as identified in Item 8 Alternate Funding Source(s).

If Item 7 indicates that the items or services for which this Budget Authorization is being issued are NOT contemplated in the budget and are in excess of \$5,000, then any requisitions related to this Budget Authorization must also be accompanied by a resolution from MIRA's Board of Directors in accordance with Section 3.3 of MIRA's Procurement Policies and Procedures.



## BUDGET AUTHORIZATION

Issued By: Roger Guzowski

Date: Feb 18 2025

**PURCHASE ORDER OVER BUDGET** *Items 1-5 Based on information from Requester/User:*

ITEM	DESCRIPTION	INFORMATION
1	Vendor	TRC ENVIRONMENTAL CORPORATION
2	Requester/User	CHRIS SHEPARD
3	PO Account Code(s)	35-001-951-52858 PD-OP-JETS-ENGINEERING CONSULTANTS
4	PO Amount	\$ 10,006.80
5	Purpose of PO	FOR RFS TO DEVELOP PLANS AND SPECS AND CONDUCT BIDDING FOR CLEAN OUT OF 550,000 GALLON FUEL STORAGE TANK AND ASSOCIATED PIPING AND APPURTENANCES.

**INTERNAL USE - BUDGET HOLD** *Items 6-9 Serve as notes for budget and instructions to the Buyer:*

6	Budgeted (Y/N)	Yes
7	Alternate Funding Source(s) <i>(to use for Budget Hold)</i>	FY25 Operating Account 35-001-613-52404 PD-OP-WTWTS-BUILDING OPERATIONS
		<b>PO0016470</b> <b>Budget Hold PO#</b> \$ 5,006.80
8	Reason for Budget Overrun	HIGHER THAN BUDGETED ENGINEERING CONSULTING WORK AT JTF FACILITY - WORK TO BE COMPLETED TO FACILITATE SALE AND REMOVAL OF JETS AND JET FUEL TANK
9	Account Projected YTD Over Budget Amount	\$ 5,006.80

**Notes:**

If Item 7 indicates that the items or services for which this Budget Authorization is being issued are contemplated in the budget (or if they are NOT contemplated in the budget but NOT in excess of \$5,000), then the information in Items 7-9 will serve as instructions to the Buyer to create a Budget Hold requisition as identified in Item 8 Alternate Funding Source(s).

If Item 7 indicates that the items or services for which this Budget Authorization is being issued are NOT contemplated in the budget and are in excess of \$5,000, then any requisitions related to this Budget Authorization must also be accompanied by a resolution from MIRA's Board of Directors in accordance with Section 3.3 of MIRA's Procurement Policies and Procedures.



## BUDGET AUTHORIZATION

Issued By: Roger Guzowski  
 Date: Feb 24 2025

**PURCHASE ORDER OVER BUDGET** *Items 1-5 Based on information from Requester/User;*

ITEM	DESCRIPTION	INFORMATION
1	Vendor	NAES CORPORATION
2	Requester/User	DAVID BODENDORF
3	PO Account Code(s)	35-001-501-52899 PD-OP-ADM-OTHER CONSULTING CHGS
4	PO Amount	\$ 15,000.00
5	Purpose of PO	ONGOING NERC COMPLIANCE SUPPORT ASSOCIATED WITH REMAINING PBF OBLIGATIONS. FEBRUARY 2025 THROUGH JUNE 2025.

**INTERNAL USE - BUDGET HOLD** *Items 6-9 Serve as notes for budget and instructions to the Buyer;*

6	Budgeted (Y/N)	Yes
7	Alternate Funding Source(s) <i>(to use for Budget Hold)</i>	FY25 Operating Account 35-001-613-52104 PD-OP-WTWTS-TELECOMMUNICATIONS \$ 1,257.93
		PO0016477 <b>Budget Hold PO#</b>
8	Reason for Budget Overrun	HIGHER THAN BUDGETED ENGINEERING CONSULTING AT THE RESOURCE RECOVERY FACILITY (RELATED TO SINK HOLE REPAIR).
9	Account Projected YTD Over Budget Amount	\$ 1,257.93

**Notes:**

If Item 7 indicates that the items or services for which this Budget Authorization is being issued are contemplated in the budget (or if they are NOT contemplated in the budget but NOT in excess of \$5,000), then the information in Items 7-9 will serve as instructions to the Buyer to create a Budget Hold requisition as identified in Item 8 Alternate Funding Source(s).

If Item 7 indicates that the items or services for which this Budget Authorization is being issued are NOT contemplated in the budget and are in excess of \$5,000, then any requisitions related to this Budget Authorization must also be accompanied by a resolution from MIRA's Board of Directors in accordance with Section 3.3 of MIRA's Procurement Policies and Procedures.

# **Attachment 10**



## Selectmen's Office

[www.essexct.gov](http://www.essexct.gov)

Norman M. Needleman, First Selectman  
Email: [nneedleman@essexct.gov](mailto:nneedleman@essexct.gov)  
Board of Selectmen  
Stacia R. Libby  
Bruce M. Glowac

Essex Town Hall  
29 West Avenue  
Essex, Connecticut 06426  
Telephone: 860-767-4340  
Fax: 860-767-8509

March 31, 2025

The Honorable Bert Hunter  
Chairman, MIRA Dissolution Authority (MDA)  
300 Maxim Road  
Hartford, CT 06614  
Via Electronic Mail, to: [Bert.Hunter@ctgreenbank.com](mailto:Bert.Hunter@ctgreenbank.com) (multiple cc's)

### RE: OPERATIONS AT THE ESSEX TRANSFER STATION

Dear Chairman Hunter,

I am writing today in my capacity as First Selectman of the Town of Essex, and as the representative of the 11 municipalities who utilize our transfer station pursuant to a lease agreement between my town and the MIRA Dissolution Authority ("MDA") f.k.a. Connecticut Resources Recover Authority ("CRRRA"), under various municipal service agreements between those towns (the "Essex towns" of Chester, Clinton, Deep River, Durham, Essex, Haddam, Killingworth, Lyme, Middlefield, Old Saybrook, and Westbrook) and the MDA.

On February 19, 2025, the MDA Board of Directors adopted the following resolution, which states in pertinent part:

*Further Resolved: Notwithstanding the establishment of the tip fees, the authority may consider requests from member towns to voluntarily propose any and all other alternative arrangements, provided such terms are agreeable to both the authority and the DEEP Commissioner.*

In speaking with you and various board members, and reviewing correspondence from the MDA President, it is my understanding that should participating municipalities express a desire to "opt out," then the MDA prefers such proposed alternative arrangements referred to in the above resolution be as comprehensive as possible.

In that spirit, please consider this communication a submission to represent the essence of a comprehensive strategy that will transition all remaining Essex towns, consistent with the MDA's statutory mandate to wind down and dissolve in an orderly fashion. In furtherance of the statutory directives, it will do so in a manner which addresses the need for reliable and cost-effective management of waste and recycling and saves costs to both the MDA and the state. Additionally, it adheres to the oft stated wishes of the Commissioner of DAS and is consistent with the directives set out in a letter to the MDA Board from the Commissioners of DEEP and DAS, as well as the Secretary of OPM.



*The outline of the strategy is as follows:*

- The Town of Essex will take over the permit to operate the transfer station, effective July 1, 2025
- CWPM, the present operator, will continue seamless and uninterrupted operation of the transfer station.
- The members towns will continue to utilize the facility. For reasons of both economic and positive environmental impact, the towns of Lyme, Durham, and Middlefield, while unified with the other member towns in their desire to opt out, may choose to pursue slight variations on their disposal schemes, but this would not impact the overall agreement.
- To accomplish the statutory objectives, the Essex towns respectfully request the establishment of a "sinking fund" of not more than one and one half (\$1.5) million dollars be established for the following purposes:
  - o up to 20% for site improvements, property line adjustments, contract negotiations, permit transfer costs, lost compensation due to rent and other incidentals.
  - o The remainder would be held for the purpose of equalizing the cost of the recyclables which are presently collected and processed at no charge. This portion would be utilized as a draw down reimbursement to the various towns based on billings from the hauler.
- As discussions regarding exact financial accommodations are ongoing between the MDA Chairman and Selectman Needleman as of the writing of this letter, final specifics as to the processes and procedures involving this proposal have been held in abeyance until such negotiations are complete. In the interest of time, it was important to forward this proposal but suffice it to say it will not change going forward in any material manner.

To sum up, this proposal and its underlying strategy will serve to provide the DEEP, the MDA, and the member towns with a comprehensive, cost-effective, and environmentally sound solution, which is consistent with both the dissolution statute's and the state's objectives. Further, it satisfies the guideline suggested by MDA in its report of January 18, 2024 to the Secretary of the Office of Policy and Management, the Members of the General Assembly's joint committees on Environment, and Planning and Development, where it stated, "*the Authority will endeavor a transition that results in no material disruption of MSW disposal and recycling services for the towns being served presently by the Authority and conserves as much of the Authority's reserves as possible.*" We are glad to assist the MDA in meeting that commitment.

On behalf of the Essex towns, I respectfully request that this proposal be placed on the April agenda of the MDA Finance Committee for an open and public discussion and look forward to a positive recommendation to the full Board of Directors.

Very Truly Yours,



Norman M. Needleman



# **Attachment 11**

# Law Offices of Edward F. Spinella, Esq., LLC

March 27, 2025

**VIA ELECTRONIC MAIL**

MIRA Dissolution Authority  
Attn: Chairman Bert Hunter  
300 Maxim Road  
Hartford, CT 06614

**Re: USA, RRDD1 Transfer Station, Winchester and Middlebury's Comprehensive Proposal for the MDA's Torrington Participating Municipalities**

Dear Mr. Hunter,

I represent USA Waste and Recycling, Inc. ("USA") and its affiliates.

The MIRA Dissolution Authority ("MDA") Board of Directors ("Board") adopted a resolution on February 19, 2025 relating to the Fiscal Year 2026 CSWS budget (the "Resolution"). The Resolution states the following:

Further Resolved: Notwithstanding the establishment of the tip fees, the authority may consider requests from member towns to voluntarily propose any and all other alternative arrangements, provided such terms are agreeable to both the authority and the DEEP Commissioner.

Mr. Daly, on behalf of the Board, recently told participating municipalities that have expressed a desire to "opt out" that the MDA would entertain a "comprehensive," "alternative arrangement."

**Now that the MDA Board has solicited a "comprehensive," "alternative arrangement" (i.e., an option other than the MDA), by this letter, USA and its affiliates, Regional Refuse Disposal District 1 ("RRDD1") Transfer Station, the Town of Winchester, and the Town of Middlebury, are offering to the Board a "comprehensive," "alternative arrangement" for all of the MDA participating municipalities currently delivering solid waste and recyclables to the MDA's Torrington facility (the "Torrington Towns").**

We are pleased to present the following offer to the MDA and the Torrington Towns as an all-encompassing solution that will:

- (1) transition all MDA Torrington Towns to long-term, reliable, and cost effective waste and recycling management services;
- (2) enable the MDA to completely and orderly wind down in accordance with state law;
- (3) save the MDA, the Torrington Towns, and the state's taxpayers millions of dollars;

(4) increase the current reserves with \$3,250,000.00; and

(5) relieve the Department of Administrative Services (“DAS”) from overseeing the operation of the Torrington transfer station.

### **“Comprehensive,” “Alternative Arrangement” for the Torrington Towns**

#### **Background**

The adopted CSWS budget, Attachment 13 at page 10, FY 2026 Bifurcated Rate Model, shows that the actual tip fee per ton necessary to cover the total cost of operations for the Torrington transfer station (\$4,736,907.00) is \$205.52 (the “MDA Actual Tip Fee”). The MDA Actual Tip Fee will increase each year. At the February 19, 2025 Board Meeting, the Board voted to subsidize the Actual Tip Fee with millions of dollars of reserves resulting in an artificial tip fee of \$136.00 (the “MDA Subsidized Tip Fee”), just at the “opt-out” threshold for participating municipalities.

Also, at the February 19, 2025 Board meeting, the Board adopted a resolution “to Approve A Term Sheet For The Transfer of The Torrington Transfer Station” (the “Term Sheet”). Apparently, the City of Torrington and the Northwest Hills Council of Governments (“NHCOG”) hope to assume the operation of the Torrington transfer station in order to provide services to the participating municipalities beginning July 1, 2025 and ending June 30, 2027. Since the Term Sheet is not public, one can only assume that the City of Torrington and the NHCOG in the very near future will have to charge at least the MDA Actual Tip Fee of \$205.52 unless there is available a significant source of subsidies.

#### **Comprehensive, Alternative Proposal**

More details are provided in the enclosed Attachment A, but, in short, our offer is as follows:

- 1. Torrington Transfer Station:** My client will purchase, by July 1, 2025, “as is,” the Torrington transfer station for THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS and zero cents (\$3,250,000.00). Transfer of the operations at the Torrington transfer station to my client will be seamless since, for several years, my client operated the facility for MDA’s predecessor, MIRA, to MIRA’s full satisfaction. Private party haulers will be permitted to deliver to the facility municipal solid waste and residential recyclables generated within the Torrington Towns’ boundaries. My clients also have conveniently located “back up” facilities in Winsted and Waterbury. The MDA has no back up facilities. Further, the City of Torrington will see a valuable piece of property return to its tax rolls and collect an estimated \$109,131.75 annually.

2. **Services to the Torrington Towns:** My client will accept municipal solid waste (“MSW”) and residential recyclables generated within each Torrington Town’s boundaries at its Waterbury and Winsted facilities and the soon to be acquired, under this proposal, Torrington transfer station. The material will be handled as currently: (a) recyclables will be transferred to Murphy Road Recycling in Berlin for processing; and (b) MSW will be transferred to final disposal facilities such as Keystone Landfill or regional waste-to-energy facilities, as capacity permits. My client will provide the services currently provided to the participating municipalities for a term of five *or* ten years (at each individual town’s option). The services, however, will be provided at an actual tip fee for FY 2026 and FY 2027 that is eight to ten dollars per ton (\$8-\$10 / ton) less than the MDA Subsidized Tip Fee (and opt out levels) of \$136.00 and \$141.00, respectively.
3. **Acceptance of Contract Obligations:** My client will accept assignment of all Torrington Town current municipal services agreements, the agreement between the MDA and Enviro Express (MDA’s currently contracted operator at the Torrington transfer station), and the agreement with Murphy Road Recycling for recycling. My client will hold harmless the MDA in connection with these assignments.

So that there is no confusion, this offer will provide to the twelve Torrington Towns, RRDD1, and the Salisbury/Sharon Resource Recovery Authority, a “comprehensive” solution which is long-term, economical, stable, convenient, and environmentally sound.

#### **All-Encompassing Solution to the MDA’s Dilemma**

In accordance with PA 23-170, MDA’s January 18, 2024 “Interim Report Concerning the Dissolution Responsibilities of the MIRA Dissolution Authority,” the MDA reported to the Secretary of the Office of Policy and Management, the Members of the Joint Standing Committee on the Environment of the Connecticut General Assembly, and the Members of the Joint Standing Committee on Planning and Development of the Connecticut General Assembly that the **“Authority will endeavor a transition that (i) results in no material disruption of MSW disposal and recycling services for the towns being served presently by the Authority and (ii) conserves as much of the Authority’s reserves as possible.”** This proposal allows the MDA to stay true to this commitment to OPM and the General Assembly.

By accepting, the MDA will:

- Add \$3.25 million to its reserves from the sale of the Torrington transfer station;
- Save and keep in reserves several million dollars that otherwise would have been used to achieve the MDA Subsidized Tip Fees and temporarily “prop up” the future operation of the Torrington transfer station;
- Transition the Torrington Towns to services resulting in no material disruption of the current MSW disposal and recycling services;

- Save each municipality, and its residents, institutions, and businesses, between \$8 and \$10 per ton on their tip fees; and
- Relieve itself of any termination payments or obligations under existing contracts (i.e., Enviro Express, Murphy Road Recycling, and participating municipalities).

Consistent with Commissioner Dykes, Beckham, and Gilman's October 7, 2024 letter to the MDA Board (attached hereto as Attachment B), I anticipate the Connecticut Department of Energy and Environmental Protection ("DEEP") Commissioner will support this proposal because it includes assignment of all the current municipal service agreements and vendor contracts and provides long-term, reliable, environmentally-responsible and cost-effective services for the Torrington Towns as currently provided, allows the MDA to wind down as required by PA 23-170 in an orderly and timely fashion, sells and transfers the Torrington transfer station thereby relieving DAS from overseeing the Torrington transfer station, preserves millions of dollars in reserves and adds \$3,250,000.00 to the reserves, that are statutorily to be set aside to remediate the MDA property in Hartford, Connecticut.

USA and its affiliates are experienced operators that have serviced Connecticut and Massachusetts for over fifty years. They operate transfer stations and recycling facilities throughout the State of Connecticut and the region, and have many municipal contracts for collection, disposal and recycling services. Since November 2012, about fifty (50) participating municipalities opted out of MIRA, including Manchester, South Windsor, West Hartford, Thomaston, Hartford, East Hartford, Newington, Wethersfield, Rocky Hill, Litchfield, Torrington, Harwinton, and Granby. Several of these towns opted out while their officials were MIRA/CRRA board members. These towns signed disposal and processing agreements which provided a seamless transition to long-term, stable, convenient, and environmentally sound services. I invite you to contact those towns serviced by my clients to determine if they are satisfied with my clients' services.

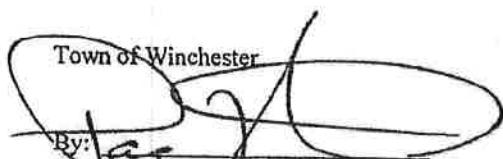
USA and its affiliates, RRDD1 Transfer Station, the Town of Winchester and the Town of Middlebury are pleased to present this comprehensive solution.

We request that this proposal be placed on the April agenda of the Finance Committee for an open and public discussion and recommendation to the Board.

Sincerely,




Edward F. Spinella, Esq.  
Law Offices of Edward F. Spinella, Esq., LLC


Town of Winchester  


By:  
Name: Paul Harrington  
Title: Town Manager

Town of Middlebury

By:   
Name: Honorable Edward St. John  
Title: First Selectman

Regional Refuse Disposal District 1 Transfer  
Station

By:   
Name: Honorable Todd Arcelaschi  
Title: Administrator

Encl.

cc: Matthew M. Dayton, Director ([matthew.m.dayton@ct.gov](mailto:matthew.m.dayton@ct.gov))  
David Barkin, Director ([david.barkin@ct.gov](mailto:david.barkin@ct.gov))  
Michael Looney, Director ([michael.looney@ct.gov](mailto:michael.looney@ct.gov))  
William P. Beccaro, Director ([bill@beccaro.law](mailto:bill@beccaro.law))  
Rachel Taylor, Director ([Hartford.rachel@gmail.com](mailto:Hartford.rachel@gmail.com))  
Michael Walsh, Director ([townofgranby@granby-ct.gov](mailto:townofgranby@granby-ct.gov))  
The Honorable John Fonfara, Director ([fonfara@senatedems.ct.gov](mailto:fonfara@senatedems.ct.gov))  
Paul Harrington, Director ([pharrington@townofwinchester.org](mailto:pharrington@townofwinchester.org))  
The Honorable Carl Fortuna, Director ([carl.fortuna@oldsaybrookct.gov](mailto:carl.fortuna@oldsaybrookct.gov))  
David Steuber, Director ([david.steuber@gmail.com](mailto:david.steuber@gmail.com))  
William DiBella, Member ([billdibella@yahoo.com](mailto:billdibella@yahoo.com))  
Thomas Swarr, Member ([tomswarr@icloud.com](mailto:tomswarr@icloud.com))  
Clarence Corbin, Member ([Charles.corbin@comcast.com](mailto:Charles.corbin@comcast.com))  
Frank Dellaripa, Member ([frank.dellaripa@hartford.gov](mailto:frank.dellaripa@hartford.gov))  
Mark Daley, President & CFO ([mdaley@ctmira.org](mailto:mdaley@ctmira.org))  
Barkhamsted First Selectman N. Lukiwsky ([nlukiwsky@barkhamsted.us](mailto:nlukiwsky@barkhamsted.us))  
Canaan First Selectman D. Barger ([firstselectman@canaanfallsvillage.org](mailto:firstselectman@canaanfallsvillage.org))  
Colebrook First Selectman B. Bremer ([bbremer@colebrooktownhall.org](mailto:bbremer@colebrooktownhall.org))

Cornwall First Selectman G. Ridgway ([selectmen@cornwallct.gov](mailto:selectmen@cornwallct.gov))  
Goshen First Selectman T. Carusillo ([1stselectman@goshenct.gov](mailto:1stselectman@goshenct.gov))  
Middlebury First Selectman E. St. John ([firstselectman@middlebury-ct.org](mailto:firstselectman@middlebury-ct.org);  
[1stgermain@middlebury-ct.gov](mailto:1stgermain@middlebury-ct.gov))  
New Hartford First Selectman D. Jerram ([djerram@newhartfordct.gov](mailto:djerram@newhartfordct.gov))  
Norfolk First Selectman M. Riiska ([mriiska@norfolkct.gov](mailto:mriiska@norfolkct.gov))  
North Canaan First Selectman B. Ohler ([selectman@northcanaan.org](mailto:selectman@northcanaan.org))  
Salisbury First Selectman C. Rand ([crand@salisburyct.us](mailto:crand@salisburyct.us))  
Sharon First Selectman C. Flanagan ([1stselectman@sharonct.gov](mailto:1stselectman@sharonct.gov))  
RRDD1 Administrator T. Arcelaschi ([administration@rrddl.com](mailto:administration@rrddl.com))

555 Taylor Road • Enfield, CT 06082  
T (860) 746-3240 • F (860) 253-9431 • [ed.spinella@gmail.com](mailto:ed.spinella@gmail.com)

## ATTACHMENT A

## “TORRINGTON” TOWNS PROPOSAL

### I. NARRATIVE

USA and its affiliates, the RRDD1 Transfer Station, Town of Winchester, and Town of Middlebury are pleased to submit the this proposal to service the MDA participating municipalities in the “Torrington” area.

USA is familiar with the services required by the participating municipalities. USA will provide these services and will work with the MDA and participating municipalities to provide any other information that is needed to assist the MDA and participating municipalities with this process. USA or its affiliates will accept assignment of all the municipal service agreements and the contracts with Enviro Express and Murphy Road Recycling and execute a contract that includes terms and conditions routinely accepted by similarly situated towns or regional authorities in Connecticut.

USA and its affiliates have owned and operated solid waste and recycling facilities in Connecticut for almost 20 years. Each member of the management team has over 15 years of experience in the management, operation, and maintenance of recycling and solid waste facilities. USA and affiliated companies own and/or operate 18 solid waste/recycling facilities located in Connecticut and Massachusetts.

USA and affiliated companies currently provide similar services to many Towns in Connecticut and Massachusetts. A few examples are the Town of Enfield, Town of East Hartford, the City of Waterbury, the City of Hartford, the Town of Granby, the City of Torrington, and the City of Springfield, MA.

#### a. Receiving Facilities

	Primary Facility	Backup Facility
MSW	<p>The existing MDA Torrington Transfer Station upon closing</p> <p><b>OR, WHILE AWAITING AUTHORITY FROM DEEP</b></p> <p>USA Winchester 185 Torrington Road Winchester, CT Type: Volume Reduction Facility Owner: USA Hauling &amp; Recycling, Inc. Permitted Capacity: 500 tpd Current Quantity: &lt;500 tpd Existing Commitments: &lt;500 tpd</p>	<p>F&amp;G, LLC 260 Railroad Hill Street Waterbury, CT Type: Volume Reduction Facility Owner: F&amp;G Recycling, LLC Permitted Capacity: 700 tpd Current Quantity: &lt;700 tpd Existing Commitments: &lt;700 tpd</p>

<b>Recyclables</b>	<p>The existing MDA Torrington Transfer Station upon closing.</p> <p><b>OR, WHILE AWAITING AUTHORITY FROM DEEP</b></p> <p>USA Winchester 185 Torrington Road Winchester, CT Type: Volume Reduction Facility Owner: USA Hauling &amp; Recycling, Inc. Permitted Capacity: 500 tpd Current Quantity: &lt;500 tpd Existing Commitments: &lt;500 tpd</p>	<p>Murphy Road Recycling, LLC 655 Christian Lane Berlin, CT Type: Intermediate Processing Facility Owner: Murphy Road Recycling, LLC Permitted Capacity: 1,000 tpd Current Quantity: &lt;1,000 tpd Existing Commitments: &lt;1,000 tpd</p>
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**b. Description of Operations**

**i. MSW Facilities:**

- (a) Physical description of acceptance facility: The Volume Reduction Facilities consist of a receiving building with a large tipping floor to be used by inbound vehicles. There are scales for the weighing of trucks entering and exiting each facility. The buildings also contain a load out pit for the loading of vehicles removing waste from the buildings for final disposal.
- (b) Facility Operations Plan and Permits: Available upon request.
- (c) Types of waste allowed and any restrictions: The facilities can accept C&D Waste, oversized MSW, MSW, scrap metal, commingled recyclables, clean wood, and Used Electronics. The facilities cannot accept hazardous waste.
- (d) Types of recyclables recovered and any restrictions: The facilities can recover recyclables such as wood, metal, concrete, fiber, etc. from C&D materials but are not permitted by DEEP permits to recover recyclables from MSW.
- (e) Method of handling special wastes, hazardous waste and any penalties: Please refer to the O&M Plan for the management of these materials if they are inadvertently delivered in a load. The customer is responsible for any and all costs incurred for the management of these materials if and when delivered.
- (f) Procedures for screening and rejecting incoming loads of wastes: All loads delivered are inspected upon dumping at each facility. The customer is notified of an unacceptable or non-processible waste and is responsible for the costs to manage unacceptable materials delivered by the Customer or on their behalf.

**ii. Recyclables Processing Facility - Berlin**

- (a) Physical description of processing facility: The Intermediate Processing Facility consists of a receiving building with a large tipping floor to be used by inbound vehicles. There

are scales for the weighing of trucks entering and exiting the facility. The processing building contains the equipment to process and sort single stream materials and to bale prior to shipment to end markets. The building also contains loading dock doors and 2 balers for the consolidation of recyclables and residue. The facility recently completed major upgrades and has a new state of the art single stream processing system.

- (b) Facility Operations Plan and Permits: Available upon request.
- (c) Types of waste allowed and any restrictions: The facility can accept commingled recyclables, source separated recyclables, clean wood, and Used Electronics and plastic film. The facility cannot accept hazardous waste.
- (d) Types of recyclables recovered and any restrictions: Plastics #1-7, tin cans, aluminum cans, OCC, mixed paper, glass, etc. (refer to CTRecycle What's In/What's Out)
- (e) Method of handling special waste, hazardous waste and any penalties: Please refer to the O&M Plan for the management of these materials if they are inadvertently delivered in a load. The customer is responsible for any and all costs incurred for the management of these materials if and when delivered.
- (f) Process inspection and evaluation of contamination levels (recyclables): Each load of recyclables delivered is inspected at the time of delivery by the operator on the tipping floor. A grading of the load is completed and relayed to the scale attendant. Any contamination is noted on the scale ticket that the driver receives when exiting the facility.
- (g) Contamination thresholds: Any load containing 15% or greater contamination will be considered unacceptable, and the entire load will be considered trash.
- (h) Procedures for screening and rejecting incoming loads of wastes: All loads delivered are inspected upon dumping at the facility. The customer is notified of an unacceptable or non-processible waste and is responsible for the costs to manage unacceptable materials delivered by the customer or on their behalf.

### **c. Overview**

USA and its affiliated companies currently have the facilities, equipment and staffing required to provide the services participating municipalities require and will be able to implement these services on July 1, 2025. All recyclable materials will be processed at the Murphy Road Recycling Berlin facility and will be marketed to end users and processors with which USA and its affiliates currently have relationships. All MSW will be transferred to fully permitted solid waste disposal facilities with which USA and its affiliates currently have relationships.

### **d. Qualifications**

USA and its affiliates have been providing solid waste and recycling services throughout Connecticut for over 50 years and the ownership and employees are committed to providing exceptional service to all its customers. This is exemplified through the company's ability to secure many municipal contracts over the years and to have never defaulted on a municipal contract.

**II. MSW AND RESIDENTIAL RECYCLING CHARGES**

<u>Proposal 5 year Term</u>	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
MSW Per Ton	\$120.00	\$126.00	\$131.00	\$136.25	\$141.75
Maximum Recycling Fee Per Ton	\$45.00	\$45.00	\$55.00	\$65.00	\$75.00
Revenue Share Base Processing Fee (BPF)	\$98.43	\$102.37	\$106.46	\$110.72	\$115.15

<u>Proposal 10- year Term</u>	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031-35
MSW Per Ton	\$118.00	\$123.90	\$128.85	\$134.00	\$139.00	Prior Year + CPI
Maximum Recycling Fee Per Ton	\$45.00	\$45.00	\$55.00	\$65.00	\$75.00	Prior Year + CPI
Revenue Share Base Processing Fee (BPF)	\$98.43	\$102.37	\$106.46	\$110.72	\$115.15	Prior Year + CPI

NOTES:

1. Maximum Recycling Fee Per Ton = The maximum the town will be charged per ton of recyclable materials regardless of any Base Processing Fee (BPF) and Average Commodity Rate (ACR) value.
2. BPF = The processing cost per ton of single stream recycling that is used in combination with the ACR to determine the recycling fee per ton.
3. ACR= Average Commodity Rate which is used to quantify the value of the recycling basket of goods for any given month to share that value with Litchfield.
4. CPI= Garbage and Trash Collection in U.S. city average, all. Series: CUUR0000SEHG02 (not to be negative).
5. Pricing for MSW and Residential Recyclables contingent on USA, or its affiliate, servicing both the MSW and Recycling materials streams.

A. **Comparison to MDA’s Opt Out Tip Fees:** The following examples can be used to compare USA’s proposal as a blended tip fee to MDA’s opt out tip fee for FY 2026 (\$126.80 v. \$136) & FY 2027 (\$132.70 v. \$141) (for all twelve “Torrington” towns).

**Example Per Ton Cost Year 1, FY 2026 (10-year term)**

	Tons <sup>1</sup>	Rate Per Ton	Total Cost
MSW	19,956	\$118.00	\$2,354,808.00
Single Stream Recyclables	3,904	\$45.00	\$175,680.00
<b>TOTAL</b>	<b>23,860</b>		<b>\$2,530,488.00</b>
<b>USA’s Blended Rate (Total Cost/Tons of MSW)</b>			<b>\$126.80</b>

**Example Per Ton Cost Year 2, FY 2027 (10-year term)**

	Tons	Rate Per Ton	Total Cost
MSW	19,956	\$123.90	\$2,472,548.40
Single Stream Recyclables	3,904	\$45.00	\$175,680.00
<b>TOTAL</b>	<b>23,860</b>		<b>\$2,648,228.40</b>
<b>USA’s Blended Rate (Total Cost/Tons of MSW)</b>			<b>\$132.70</b>

**Note:** The examples were calculated at the maximum recycling fee per ton. If recycling markets improve, these rates will be lower. **USA has capped any risk and will share revenue with participating municipalities.**

**MDA Per Ton Subsidized Cost Year 1, FY 2026**

	Tons	Rate Per Ton	Total Cost
MSW	19,956	\$136.00	\$2,714,016.00
Single Stream Recyclables	3,904	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>23,860</b>		<b>\$2,714,016.00</b>
<b>MDA’s Blended Rate (Total Cost/Tons of MSW)</b>			<b>\$136.00</b>

**MDA Per Ton Subsidized Cost Year 2, FY 2027**

	Tons	Rate Per Ton	Total Cost
MSW	19,956	\$141.00	\$2,813,796.00
Single Stream Recyclables	3,904	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>23,860</b>		<b>\$2,813,796.00</b>
<b>MDA’s Blended Rate (Total Cost/Tons of MSW)</b>			<b>\$141.00</b>

<sup>1</sup> MDA’s publicly available FY 2024 actual tonnages used.

### III. RECYCLING ACR

Single Stream Average Commodity Rate, Proposed		
<u>Commodity</u>	<u>Percent of Stream</u>	<u>Benchmark</u>
OCC #11	14.15%	P&PW New England Low OCC #11
PAPER (SRPN AND MIXED)	42.21%	P&PW New England Low #54
Glass- Mixed	18.43%	Fixed \$70.00/ton charge + annual 4% increase
Ferrous (NonAluminum)	1.82%	Recyclingmarkets.net Baled Low
Aluminum	0.36%	Recyclingmarkets.net Baled Low
Plastic-HDPE Natural	0.58%	Recyclingmarkets.net Low
Plastic- HDPE Pigmented	0.78%	Recyclingmarkets.net Low
Plastic- HDPE Mixed	0.47%	Recyclingmarkets.net Colored HDPE Low
Plastic-PET	1.85%	Recyclingmarkets.net Low
Plastic-Rigid Mixed	0.41%	Controlled Acceptable Solid Waste Price per Section I
Scrap Metals	0.94%	\$0
Single Stream	2.58%	Base Processing Fee
Residue	15.42%	Controlled Acceptable Solid Waste Price per Section I
	100.00%	

Note: Same ACR provided under Murphy Road Recycling's agreement with the MDA

#### Example Recycling Calculations 10-year Proposal

1. FY 2026 BPF: \$ 98.43  
     -ACR Value: \$ 30.00  
     Calculated Fee \$68.43  
     ACR Cap Fee \$45.00  
     Result: \$45.00 Charge to Town
  
2. FY 2026 BPF: \$ 98.43  
     -ACR Value: \$ 98.43  
     Calculated Fee \$ 0.00  
     ACR Cap Fee \$45.00  
     Result: \$0.00 No Charge Nor Rebate to Town
  
3. FY 2026 BPF: \$ 98.43  
     -ACR Value: \$ 108.43  
     Calculated Fee (\$ 10.00)  
     ACR Cap Fee \$45.00  
     Result: \$5.00 Rebate to Town (50% Rebate)

**ATTACHMENT B**

(Attached)

Secretary Jeffrey R. Beckham  
Office of Policy & Management



October 7, 2024

Board of Directors  
MIRA Dissolution Authority  
300 Maxim Road  
Hartford, Connecticut 06114

RE: MDA Wind Down Plan

Dear MIRA Dissolution Authority Directors:

As you are aware, the MIRA Dissolution Authority ("MDA") was established as a successor to the Materials Innovations and Recycling Authority ("MIRA") for the purposes of winding down the activities of the legacy MIRA entity. In the two-year window from July 1, 2023, to June 30, 2025, the MDA has been charged, in part, with (1) selling the MDA's surplus real and personal property, (2) finding alternative entities to operate the transfer stations, and (3) winding down the MDA's remaining operations and activities in an orderly fashion. On July 1, 2025, the Department of Administrative Services ("DAS") will become the successor to the MDA. In accordance with the legislation establishing the MDA, DAS will inherit the South Meadows site; all remaining MDA properties and activities must be completed or transferred to other entities prior to July 1, 2025.

We appreciate that the MDA staff has prepared the "Master Schedule and Plan for the Orderly Wind Down of Activities of the MIRA Dissolution Authority" ("Wind Down Plan") that was included in the MIRA Dissolution Authority Board Packet dated August 14, 2024. We are concerned, however, that the Wind Down Plan does not take adequate steps to ensure that the MDA's properties and activities, other than those associated with the South Meadows site, are transferred prior to DAS becoming the successor.

Currently the Wind Down Plan contains several non-definitive terms, such as "seek to complete," which do not comply with the MDA's statutorily mandated duty to discontinue the operations prior to July 1, 2025. Instead, the Wind Down Plan transfers many of these operations to DAS.

With the exception of taking custody and control of the South Meadows site and the duties pertaining to that function (described in greater detail below), DAS will not undertake any of the MDA's other operations. Thus, to assure a seamless transition to DAS, the MDA must complete all tasks required to cease operations by no later than June 30, 2025.

We welcome the opportunity to provide you with the specific roles and functions that the State is prepared to provide starting on July 1, 2025. Specifically, DAS will:

- Administer the adopted budget relating to the South Meadows Site;
- Determine and fulfill any required audit, insurance, annual-reporting, transparency-reporting and fiscal-reporting obligations related to the South Meadows site or, to the extent possible, the prior operations of the MDA and MIRA;
- Establish protocols for contractor, vendor, service providers for routine business transactions for the South Meadows site in advance of the Succession Date;
- Coordinate with MDA to determine which, if any, agreements will continue as of the Succession Date; and
- Assume all relevant activities to secure the facility and maintain it including relevant vendor contracts as needed.

DAS will not assume responsibility for any transfer station operations. Consequently, as part of its transition plan the MDA must:

- Complete transfers, sale and closure of such facilities in advance of July 1, 2025. This specifically includes completing sales and transfers of the Essex, Shelton and Torrington Transfer Stations;
- Complete the sale and transfer of landfills, plume control land, and ancillary facilities these properties to private parties or municipalities, including the approximately 310 acres of land associated with landfills in Ellington (and East Windsor), Shelton, Waterbury and Wallingford, and the Bridgeport Waste to Energy Facility Lease, Wallingford Plume Control Land and the Hartford Solar Project; and
- Wrap up business reports prior to July 1, 2025, such as vendor 1099s and 1042s, Income Reports, Monthly Billings and Accounts Receivable, Monthly Financial Reporting, Monthly Flow of Funds, and Monthly SEEC Reports.

We therefore request that the MDA Directors revise its Wind Down Plan to reflect that on July 1, 2025, DAS's sole responsibility relating to the Wind Down Plan shall be to assume the care and control of the South Meadows site.

We know that much work must be done to complete the above items prior to July 1, 2025, but it is critical that this work is accomplished. Understanding the task at hand, we are available to collaborate with you to achieve the goals set forth by the General Assembly.

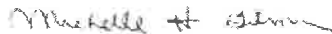
Please be aware as you communicate with your contracted municipalities that DEEP stands ready to provide technical assistance to these impacted cities and towns to facilitate a smooth transition of waste management and disposal services after June 30, 2025. We believe that communication of such by MDA staff to these municipalities will provide for mutually beneficial outcomes for all involved as MDA winds down operations.

We look forward to continuing this conversation with you as you complete the task of shuttering MRA.

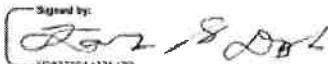
Sincerely,



Jeffrey Beckham, Secretary  
Office of Policy and Management



Michèle H. Gilman, Commissioner  
Department of Administrative Services

Signed by:  


Katie S. Dykes, Commissioner  
Department of Energy and Environmental Protection