



TOWN OF OLD SAYBROOK
SELECTMEN'S OFFICE

CARL P. FORTUNA JR., FIRST SELECTMAN

SCOTT M. GIEGERICH, SELECTMAN

MATTHEW PUGLIESE, SELECTMAN

302 Main Street • Old Saybrook, Connecticut 06475-2384
Telephone (860) 395-3123 • Fax (860) 395-3125

REGULAR MEETING AGENDA

Tuesday, March 8, 2022

8:30 a.m.

Old Saybrook Town Hall – First Floor Conference Room

Public Zoom Link:

<https://zoom.us/j/97813035481?pwd=QkE1OVFXZlhIRTVTaGhMdjZKMkNOQT09>

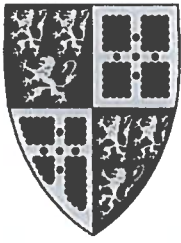
Dial In: 929-436-2866

Meeting ID: 978 1303 5481

Passcode: 302302

One Tap Mobile: <tel://9294362866,,97813035481#>

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. COMMENTS FROM THE PUBLIC**
- IV. COMMENTS FROM THE SELECTMEN:**
- V. APPROVAL OF MINUTES:** Special Board of Selectmen Meeting February 15, 2022
- VI. BUSINESS BEFORE THE BOARD**
 - A.** Ratification by the Board of Selectmen of the Planning Commission approval on the acquisition of a permanent easement as a Municipal Improvement at 685 Boston Post Road (Map 36/Lot 102) as it is consistent with The Town Plan of Conservation and Development.
 - B.** Discussion and action on the MIRA Municipal Solid Waste Agreement.
 - C.** Discussion and action on the Email Communications Policy for all members of all Boards and Commissions.
- VII. ADJOURNMENT**



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BOARD OF SELECTMEN SPECIAL MEETING MINUTES

**Tuesday, February 15, 2022
4:00 p.m.**

Old Saybrook Town Hall – First Floor Conference Room

Public Zoom Link: <https://zoom.us/j/97813035481?pwd=OkE1OVFXZlhIRTVTaGhMdjZKMkNOOT09>

Dial In: 929-436-2866

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- I. CALL TO ORDER – All members present**
- II. PLEDGE OF ALLEGIANCE - Recited**
- III. COMMENTS FROM THE PUBLIC - None**
- IV. COMMENTS FROM THE SELECTMEN:** Scott Giegerich reported on the Field Lights and that the \$150,000 goal had been reached. Mr. Fortuna stated that he is working on the purchase agreement with Musco and working with Ms. Pendleton on the logistics of installation. Mr. Fortuna gave a brief MIRA update stating that prices have not been set yet but that it is likely he will recommend that the town sign with MIRA. He announced Ms. Beckman's resignation. He spoke about the Route 1 connectivity grant and the easement required at the Mobil station.
- V. APPROVAL OF MINUTES:** Board of Selectmen Meeting January 25, 2022 - Approved.
- VI. BUSINESS BEFORE THE BOARD**
 - A.** Discussion and possible action to approve the Town's Grant Management Policy. Mr. Palladino gave an overview of the process which was recommended by the auditors. This simply lays out a written policy similar to that which the town currently follows. Matt P. asked if a timeline for submission should be given to department heads so grants are not rushed but it was agreed that this would be put in a cover letter to department heads. Moved and unanimously approved.
 - B.** MIRA: Second Amendment to the Tier I Long Term Municipal Solid Waste Management Services Agreement: Action requested: Tabled
 - C.** Discussion on FY 22-23 budget: Action requested: Mr. Fortuna outlined the town's current revenue and expenditure status for 2022 in a memo (attached); spoke to capital projects and reserves and presented the '23 budget. He explained various reductions and additions: Most notably was the addition of making the town's full ADC to the pension plan and the use of debt reserves to offset the increase in town expenditures. The use of debt reserves smooths out a huge drop off in debt over the next 5 years and allows taxpayers in FY 23 to benefit from an imminent reduction in debt service in two years. This still leaves plenty of bonding capacity built in. Mr. Fortuna spoke to the motor vehicle tax which is throwing off extra revenue this year because of the increase in the value of motor vehicles, used and new. He also explained that the Governor submitted a bill to

Board of Selectmen
Agenda
December 14, 2021

change the motor vehicle valuation from NADA market value every year to MSRP and a set reduction schedule. That bill is scheduled to take effect, if passed, two years from now. With the changes as explained in the expenditure and revenue, the mill rate will stay the same at 20.05. Unanimously approved.

Mr. Pugliese made a few comments about the tree budget and his concern about all the dead Beech trees and whether there are adequate funds if many need to be taken down. Mr. Fortuna believes the town can take care of the dead and diseased trees. He also commented that he believes there should be review system for support union workers so that they can get feedback on how they might be able to progress in their careers. Mr. Fortuna said he would look into that with the union after this contract is settled. Lastly, Mr. Fortuna tasked Mr. Pugliese with signage improvement at the base of Exit 67 on Ingham Hill Road.

D. Appointments

1. Katharine Hepburn Cultural Arts Center. Old Saybrook representative to the Board of Trustees. *Rich Scierka* Unanimously approved.

VII. ADJOURNMENT at 515pm

Respectfully submitted,


Carl P. Fortuna, Jr.
First Selectman



TOWN OF OLD SAYBROOK
SELECTMEN'S OFFICE

302 Main Street • Old Saybrook, Connecticut 06475-2384
Telephone (860) 395-3123 • Fax (860) 395-3125

To: Board of Selectmen
From: Carl P. Fortuna, Jr., First Selectman
Subject: Presentation of Fiscal Year 2023 Budget
Date: February 15, 2022

Recommendation

At the February 15, 2022 Special Board of Selectmen meeting, I will present for your consideration the compilation of the Department Heads budgets. I recommend making several changes to these budgets as outlined below.

Background

The proposed budget is the final product of several joint Boards of Selectmen and Finance budget workshops designed to review and assess budget presentations by Town department heads. As required by the Town Charter "The First Selectman shall compile all General Government (GG) budgets no later than February 15th of each year, and present to the Board of Selectmen a consolidated proposed budget consisting of the following:

- a) A budget message which states the present financial condition of the Town and any changes proposed for the ensuing fiscal year
- b) A Statement of revenue estimates which shall include receipts collected during the then current fiscal year, last monthly financial report, estimated receipts for the remainder of the then current fiscal year, and estimates of revenue (excluding tax revenue) for the ensuing fiscal year.
- c) A statement of expenditure estimates which shall include itemized expenditures made by each board, commission, department, agency or official for the last completed fiscal year, expenditures made during the then – current fiscal year to date of the last monthly financial report, estimated expenditures for the remainder of the then current fiscal year, and estimates of expenditures for the next ensuing fiscal year.
- d) A recommendation as to any capital projects to be undertaken by the Town during the next ensuing fiscal year, together with a recommendation as to the method or methods of financing the same.

Present Financial Condition of the Town – Fiscal Year 2022

I am pleased to report that the financial outlook for FY22 remains solid.

Revenues

Through February 1, 2022, the last day for January tax payments to be collected, revenues of \$45,019,928 were collected FY22 to date. These revenues are projected to reach \$47,187,717 by the end of the fiscal year, which is the budget amount for FY22.

Most of the total revenues collected to date, \$43,497,204 are from current year taxes, of which 95% of the budgeted amount has been collected. Other sources of town revenues are tracking to meet their budgeted amount, which include past due taxes, State funding and other local revenues.

Due to conservative budgeting practices, the Town budgeted \$463,000 in State funding, of which \$376 thousand has been collected. Overall, the Town's reliance on State revenues is not material and accordingly does not have a major impact on the budget. Likewise, local revenues collected through January 31, 2022 were \$966 thousand and track to meet its budget of \$1,071,000.

Expenditures

To date through January 31, 2022, \$27,046,477 of expenses has been realized against a budget of \$47,187,722 or 57.3% of the total budget. At this time, projections through the end of the fiscal year are expected to be in line with the overall budget.

Budget for FY23

I am pleased to present the Town-wide budget for FY23 that projects an increase of \$1,136,976, or 2.41%. The revenues that will support this budget will be based primarily on property taxes. Property taxes for this budget will be based on the Grand List of October 2021. The Grand List of October 2021 recognized an increase in assessed value of approximately \$66 million, which at the current mill rate, would increase town wide property tax revenues by approximately \$1.3 million, net of the elderly tax relief but still pending assessment appeals. The large increase in market values is mainly attributable to motor vehicles, which is two-fold. First, the motor vehicle department under reported the number of cars located in Old Saybrook as of the prior Grand List, and secondly, the market values for used cars have increased significantly given supply chain disruptions. This increase in tax revenues will offset, to some extent, a portion of any increase in the town wide budget.

Over the past several years, I have been committed to creating a methodical and thoughtful budget process to ensure appropriate funding to meet the service needs of the Town while creatively redesigning operational processes, prudently renegotiating contractual terms, and addressing long term capital needs and liabilities. FY23 Budget highlights include stable finances, appropriate capital investment and healthy reserves. With this budget the Town will remain well positioned for the future. This budget also provides funding for projects that will make our community a better place to live, work and enjoy its recreation.

During Fiscal Year 2022, the Town received an allocation from the American Rescue Fund which totaled just under \$3 million. These funds will be invested in the Town's infrastructure and other eligible programs or projects over the next three years. These monies are not meant to offset the Town's budget, but to improve our community by providing funding for projects or programs outside of our normal course of budgeting.

From an operational standpoint the work done in FY22 will continue to affect not only FY23 budgets, but the permanent changes keep expenses in check across multiple fiscal years:

- ✚ The Town continued to invest in projects that improved the quality of life for its residents, which included an ongoing program of laying and repairing new sidewalks, public bathrooms in 3 locations, the commencement of a “Friday Night Lights” project, repair of the Fire Department roof and funding for the Parks & Recreation department’s strategic plan.
- ✚ All contractual arrangements are carefully reviewed and renegotiated on an ongoing basis. This includes collective bargaining contracts, benefit plans, vendor relationships, and building maintenance.
- ✚ With regard to the Town’s outstanding debt, over the course of the next five years, the Town’s debt service is projected to decrease by approximately \$1 million. Of course, our WPCA program is still ongoing and a significant amount of work remains, which will likely contribute to our future bonded indebtedness.
- ✚ Contributions to pensions remain steady and now the Town’s plan stands at strong 90.6% funded as of the actuarial valuation dated July 1, 2021. In addition, the discount rate has been lowered to 6.25% (from 8.25% in 2011). All eligible new employees now participate in the Defined Contribution plan – further reducing long term commitments.
- ✚ Reserve funds have been created and funded annually to address purchases on large equipment, building maintenance and other high-cost purchases. This smooths out budget fluctuations over the long term.

By keeping our eye on the long term, our yearly budgets have met both short-term operating obligations and successfully planned for the future in a cost-effective manner to maintain financial health for the next generation of taxpayers. The budget for FY23 is no exception and the specifics of the proposed budget are outlined below.

FY23 Revenues

General Fund Revenues for FY23 are set to equal the Expenditure Budget. Local property taxes (commercial, residential and personal) are projected to make up the majority of the General Fund revenues. Local fees will contribute approximately 2.5% to total revenues.

The Town will budget \$463 thousand in State funds for this year’s budget remaining flat versus last fiscal year. Local revenues will increase slightly.

FY23 Expenditures

The combined General Government, debt service and Board of Education budget is up \$1,136,976, or 2.4%. With regard to the GG budget:

- ✚ Department heads continue to closely manage resources and are encouraged to focus on creating efficiencies to meet the bottom line. Over the past several years, the Town has not added any new positions, and in fact through attrition several functions have been reorganized. This will continue as opportunities present.
- ✚ An appropriation in the amount of \$434,089 will be moved into the off-budget Youth and Family Services (“YFS”) Budget to augment other grant and fee revenues received and to provide funds for the management of the Town’s YFS department.
- ✚ Debt service is projected to decline \$138,000 vs. last fiscal year and will contribute to keeping overall expenses low for FY23. During the refinancing of the Town’s debt all outstanding WPCA debt was included in the General Obligation refinancing. The Town’s General Obligation debt service totals

\$3,399,963 this amount will be offset by \$228,118 in WPCA benefit assessment revenues. In addition, \$100,000 will be transferred from the debt service reserve to augment total debt service. Therefore, the Town's total net debt service budget will be \$3,071,844.

- ⚡ During this budget season, the Town changed its philosophy for meeting its long-term obligations for the defined benefit plan. With this budget a new budget line item was added called "DB Employer Contribution (ADC)" was added. The Town will now fully fund its pension obligation by budgeting the full Actuarial Determined Contribution ("ADC"), which totals \$736 thousand and is funded \$611 thousand by the Town and \$125 thousand by the Board of Education. Prior to this, the budgeted retirement contributions were based on a percent of salary approach. Budgeting based on ADC is considered the more prudent budget approach.
- ⚡ The Board of Education has approved an increase in their overall budget of \$701,976 over FY22. This budget will now be subject to Board of Finance review and possible revision.

Budget Summary - Expense for FY23				
	FY 2022	FY 2023	\$ Increase	Percentage
General Government Operating Expense	17,206,508	17,779,513	\$573,005	3.33%
Debt Service	3,209,844	3,071,844	-138,000	-4.30%
Total General Government Expense	20,416,352	20,851,357	435,005	2.13%
Board of Education Operating Expense	26,771,365	27,473,341	\$701,976	2.62%
Total Government	47,187,717	48,324,698	1,136,981	2.41%

Prior to Selectman budget modifications, General Government Department heads submitted budgets totaling \$21,091,809, an increase of \$675,451 thousand over FY22, up 3.31%.

I have made a few adjustments to the already lean budget, resulting in a decline in the amount of \$240,451 to the Department Head Budgets as outlined below.

Amount	Department	Comment
-\$10,000	Capital	Reduced Park and Rec annual sinking fund request to \$0.
\$5,000	Park & Recreation	Increased maintenance budget by \$5,000
\$500	Political Sub Dept.	Increased the contribution to HOPE partnership by \$500 to \$1,000
-\$13,969	Public Works	Denied promotion request
-\$50,000	Public Works	Reduced request to increase paving budget by \$100k to an increase of \$50k
-\$30,000	WPCA	Reduced professional services from \$120k to \$90k – original request was for a \$60k increase. Approved a \$30k increase.
-100,000	Debt Service	Transfer from Debt Service reserve in the amount of \$100,000
-15,000	Family Services	Youth and Family Service ("YFS") appropriation was decreased by utilizing the excess funds in the YFS Income Fund
-52,874	Heath Care	Reduced health care budget as a result of favorable renewal terms, and staff restructuring.

Amount	Department	Comment
25,892	Retirement	Increased retirement contribution to equal the actuarial determined contribution
-240,451		

FY23 Capital Reserves

This budget reflects the continued practice of reserving today for future expenses. Funds in the amount of \$735,000, a decrease of \$10,000 over last year's budget, will be added to reserve accounts through the capital outlay budget that accrue for fire department apparatus, public works equipment, capital non-recurring items, revaluation expenses, catastrophic illness, general contingency, P&R Sinking Fund and retirement payouts.

Named projects in the amount of \$164,271 are also slated for fiscal year 2023 as follows:

- \$25,000 for a roof sinking fund
- \$12,400 for a dumpster for the Transfer Station
- \$6,050 for a roof for the DPW sand shed
- \$18,000 for an asphalt roller for DPW
- \$3,299 for a new flagpole for P&R
- \$3,364 for a Main Street Park water fountain
- \$3,630 for mulch for the Trask Park playground
- \$7,528 for netting for mini golf course
- \$25,000 toward the DPW paving budget
- \$60,000 for a new gazebo on the Town Hall lawn

FY23 Capital Expenditures

An amount of \$639,964 thousand has been identified for FY23 capital expenses associated with the Fire Department, Police vehicle lease, continued work on town roads, building maintenance, and investment in technology infrastructure.

All recommendations for capital expenditures and capital outlays will be funded through the general government budget. Capital Outlay funds will be transferred to off budget funds while capital expenditures, found in the designated line-item budget, will be expensed as used during the upcoming fiscal year.

In sum, it is important to view the budget as a planning document, one that provides our citizens with the best service at the best value, one that looks forward to the next fiscal year and beyond and one that pays close attention to State finances. I believe this General Government budget accomplishes these important goals. The Town's mill rate is currently 20.05. At present, the FY23 budget, as projected and inclusive of the Board of Education budget, will likely see at stable mill rate.

To give an idea as to the implications of small mill rate increase in general, I offer the following examples:

Home Market Value*	Assessed Value*	Mill Rate Increase		
		.02 Mill	.04 Mill	.10 Mill
\$325,000	\$227,500	\$4.55	\$9.10	\$22.75
\$450,000	\$315,000	\$6.30	\$12.60	\$31.50
\$575,000	\$402,500	\$8.05	\$16.10	\$40.25

**The mill rate is calculated off of the assessed value which is 70% of properties market value.*

Being very familiar with city and town budgets all over the State, I am quite confident in stating that few towns in the State of Connecticut, if any, have presented budgets as transparent and as tightly controlled as ours. Government is a service industry and, proportionate to the services we offer, I believe there is good value in the budget I have submitted.


Respectfully,

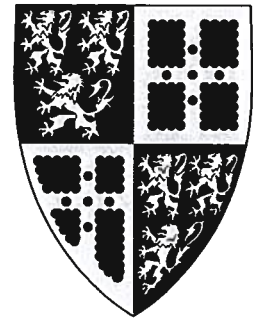
Carl P. Fortuna, First Selectman

NEXT BOS

Town of Old Saybrook
Office of the First Selectman
302 Main Street
(860) 395-3123

Memorandum

To: Norman Prevost, Chairman, Planning Commission
CC: Chris Costa
From: First Selectman Carl P. Fortuna, Jr. 
Date: February 25, 2022
Re: Acquisition of a permanent easement as a Municipal Improvement at 685 Boston Post Road (Map 36/Lot 102 Consider Per Town Plans, and act within 35 days of referral)



Pursuant to Connecticut General Statutes Section 8-24 (Municipal Improvements), the Board of Selectmen hereby refers to the Planning Commission for approval as a municipal improvement the acquisition of a permanent easement at 685 Boston Post Road. In reviewing the Town's plan of conservation and development, the Board feels this acquisition is consistent with the goals and policies of this Plan. The acquisition will connect sidewalks with Elm Street and Route 1 in the Town Center with this easement. We feel this will enhance the "Town Center" quality on Route 1 by:

1. Promoting Main Street, Route 1 and the village center as the focus for community life in Old Saybrook,
2. Continuing to promote the aesthetic qualities that make the center of town an attractive, pleasant place to visit and also creating a positive image of the community giving the community a sense of civic pride
3. Constructing sidewalks at the Boston Post Road and Elm Street pedestrian node as identified in the 2006 Sidewalk Plan to allow patrons and residents in the area to safely travel to shops and services.

Please place this matter on the agenda of a Planning Commission meeting and inform me so I may attend.

**SECOND AMENDMENT TO
TIER 1 LONG TERM MUNICIPAL SOLID WASTE MANAGEMENT SERVICES
AGREEMENT**

This Second Amendment to Tier 1 Long Term Municipal Solid Waste Management Services Agreement (this "Second Amendment"), is made and dated as of the first day of _____, 2022 (the "Amendment Effective Date") by and between the MATERIALS INNOVATION AND RECYCLING AUTHORITY (fka Connecticut Resources Recovery Authority), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 200 Corporate Place, Suite 202, Rocky Hill, Connecticut 06067 ("MIRA") and the Town of Old Saybrook in the State, a municipality and political subdivision of the State (the "Municipality"). MIRA and the Municipality are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the Parties entered into that certain Tier 1 Long Term Municipal Solid Waste Management Services Agreement commencing as of November 16, 2012 (the "MSA") obligating MIRA to provide certain Solid Waste processing and disposal services to the Municipality (the "Services") and obligating the Municipality to pay Tier 1 Long-Term Disposal Fees and all other amounts payable under the MSA to MIRA for the provision of such Services; and

WHEREAS, the MSA provides for the provision of such Services by MIRA through use of its Connecticut Solid Waste System (the "CSWS") comprising the Facility, the Transfer Stations and the Recycling Facility, or Alternate Facility, as defined and determined by MIRA under the provisions of the MSA; and

WHEREAS, in order to ensure the continued provision of reliable Services and improve the diversion of Solid Waste in the State, the Department of Energy and Environmental Protection ("DEEP") was authorized to issue a comprehensive Request for Proposals for the purpose of redeveloping the entire CSWS in consultation with MIRA ("DEEP's RFP"); and

WHEREAS, having received and evaluated proposals, and engaged in negotiation of a potential comprehensive development agreement, the magnitude of investment required for a comprehensive CSWS redevelopment, in relation to the nature of the refurbishment work involved, lead to a lack of adequate financial commitments and ultimate unsuccessful conclusion of DEEP's RFP; and

WHEREAS, following the unsuccessful conclusion of DEEP's RFP, MIRA pursued a series of Requests for Proposals to ensure reliable Services through the June 30, 2027 expiration of the MSAs by providing for the operation, maintenance and optional future development of the Recycling Facility, suspending waste combustion at the Facility, utilizing the Facility as a transfer operation, transporting and disposing of Acceptable Solid Waste at alternative sites, and providing for the operation, maintenance and optional future development of the Transfer Stations ("MIRA Transition RFPs"); and

WHEREAS, as part of the MIRA Transition RFPs, MIRA pursued methods to improve upon the level and stability of its Tier 1 Long Term Disposal Fees for the remaining term of the MSAs which included optional firm pricing or direct cost reimbursements of facility operating and maintenance

services, facility modifications to improve operational efficiencies, sharing of facility capacity for non-Participating Municipality waste, recycling commodity revenue shares and alternative pricing of transportation and disposal services with and without continued effectiveness of the Opt-Out Disposal Fee defined in Section 3.2 of the MSA for the remaining term of the MSAs; and

WHEREAS, as part of the MIRA Transition RFPs, MIRA also pursued methods to advance the State's long term goals for environmentally responsible treatment of Solid Waste including improvements or procedural modifications at the CSWS Transfer Facilities to facilitate transferring Acceptable Solid Waste on a time- or quantity-limited basis, facilitating unit-based pricing for Acceptable Solid Waste disposal; promotion of recycling; separation of food waste at the point of generation for recycling, waste reduction incentives, organics diversion pilots, and other approaches to mitigate the environmental impact of waste generated by MIRA's customers; and

WHEREAS, as part of the MIRA Transition RFP's, MIRA has heretofore awarded a contract effective May 1, 2021 for operation of the Recycling Facility as a recycling transfer operation for the remaining term of the MSAs that provides continuous processing of Acceptable Recyclables for a Base Processing Fee subject to adjustment in accordance with recycled commodity prices and a transportation and management fee subject only to three percent (3.0%) annual escalation; and

WHEREAS, MIRA has now received and evaluated all other proposals made in response to the MIRA Transition RFPs and desires to award contracts as follows:

- i) To Enviro Express for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Torrington and Watertown Transfer Stations;
- ii) To Enviro Express for the operation, maintenance and optional future development of the Torrington and Watertown Transfer Stations;
- iii) To CWPM LLC for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Essex Transfer Station;
- iv) To CWPM LLC for the operation, maintenance and optional future development of the Essex Transfer Stations;
- v) To Covanta Sustainable Solutions for the disposal of Acceptable Solid Waste at the Preston Connecticut waste to energy facility;
- vi) To Murphy Road Recycling LLC in association with WIN Waste Innovations for the diversion of all Acceptable Solid Waste generated within the boundaries of "Tier 1" Participating Municipalities and currently delivered direct to the CSWS Waste to Energy Facility to the Murphy Road Recycling Transfer Station located at 123 / 143 Murphy Road, Hartford CT for transfer by rail to the WIN Tunnel Hill Reclamation Landfill in New Lexington, Ohio and the WIN Sunny Farms Landfill in Fostoria, Ohio

hereinafter collectively the "Transition Contract Awards" as summarized further on Attachment A to this Second Amendment, which awards are contingent on execution of this Second Amendment; and

WHEREAS, MIRA desires to provide all Participating Municipalities with a continued option for short term Tier 1 services which would otherwise expire June 30, 2022; and

WHEREAS, MIRA desires to encourage the Municipality to enter into this Second Amendment, which is intended to establish the Municipality as a Tier 1 Short-Term Municipality and modify the “Opt Out Disposal Fee” provided in Section 3.2 (e) of the MSA by i) limiting future tip fee increases primarily to the those directly provided for under the Transition Contract Awards, ii) continuing use of MIRA’s “Tip Fee Stabilization Fund” to the extent feasible, iii) providing for a “Participating Town Distribution” upon expiration of the MSA in the event excess funds are collected, iv) codifying the roles and responsibilities of the Parties and the administrative procedures to support a voluntary Pay as You Throw Program, and v) establishing funding set asides for any future decommissioning of the Facility including contractor severance, and initial modifications to the Transfer Stations and Facility needed to efficiently transition to transfer operations which set asides are not included in the CSWS Cost of Operation; and

WHEREAS, DEEP has previously expressed its desire that the CSWS Participating Municipalities remain organized as a source of demand for future solid waste management facility development projects to be undertaken consistent with the goals and objectives of DEEP’s Comprehensive Materials Management Strategy.

Now, therefore, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that, effective as of the Amendment Effective Date, the MSA is hereby amended as follows:

1. The Parties agree that time is of the essence with regard to the Transition Contract Awards. Accordingly, MIRA shall proceed in good faith to negotiate and finalize such Transition Contract Awards as approved by the MIRA Board of Directors at its December 20, 2021 meeting for execution subject to a sufficient number of Participating Municipalities executing this Second Amendment by March 31, 2022 that represent delivery of at least eighty percent (80%) of the tons of Acceptable Solid Waste and eighty percent (80%) of tons of Acceptable Recyclables delivered to a Designated Waste Facility and Designated Recycling Facility by Participating Municipalities of record as of the Amendment Effective Date for the Contract Year ended June 30, 2021 (“Threshold Deliveries”).
2. In the event the Threshold Deliveries are not attained for a Designated Waste Facility and Designated Recycling Facility by the date specified in Article 1 of this Second Amendment, or such Transition Contract Awards are not negotiated and finalized as intended, this Second Amendment may be terminated by MIRA with respect to such Designated Waste Facility and Designated Recycling Facility upon notice by MIRA to the Municipality, the MSA shall otherwise remain in full force and effect, MIRA may award such contracts as it deems necessary to provide the Services and MIRA shall notify the Municipality of the level of the Tier 1 Long-Term Disposal Fee to be effective July 1, 2022 on or before the last day of February 2022.
3. Exhibit A of the MSA is hereby amended as follows:
 - a) The term “Tip Fee Stabilization Fund” is added to mean that certain fund established and maintained by MIRA through application of its net revenues other than CSWS Service Fees and Non Disposal Fee Revenue, including but not limited to net revenues derived through maintenance and operation of MIRA’s jet powered electric generating peaking units.

b) The term “Surplus” is added to mean, upon completion of MIRA’s annual independent audit for each Contract Year, any positive difference remaining after the Net Cost of Operation actually paid during the subject Contract Year is subtracted from the actual Service Payments for the subject Contract Year, calculated and determined by MIRA in a commercially responsible manner.

c) The term “Deficit” is added to mean, upon completion of MIRA’s annual independent audit for each Contract Year, any negative difference remaining after the Net Cost of Operation actually paid during the subject Contract Year is subtracted from the actual Service Payments for the subject Contract Year, calculated and determined by MIRA in a commercially responsible manner.

d) The term “Participating Town Distribution” is added to mean any Surplus determined by MIRA for the last Contract Year of the Term of the MSA which shall be paid to each Participating Municipality executing this Second Amendment on the basis of each such Participating Municipality’s share of combined Acceptable Solid Waste and Acceptable Recyclables delivered during the final five Contract Years of this Agreement.

e) The term “Adjustment Factors” is added to mean the Transportation, Disposal, Transfer Station and Recycling Facility price adjustments permissible pursuant to the Transition Contract Awards summarized on Attachment A and further quantified on Attachment B to this Second Amendment together with the Consumer Price Index adjustment permissible for MIRA Administrative Costs, and any Surplus or Deficit determined by MIRA in accordance with the terms hereof.

f) The term “Non Disposal Fee Revenue” is deleted in its entirety and replaced by the following:

“Non-Disposal Fee Revenues” means proceeds received by MIRA from the sale or other disposition of Recovered Products from the Connecticut Solid Waste System, and Connecticut Solid Waste System receipts from other than: (i) Participating Municipalities; and (ii) Waste Haulers on behalf of Participating Municipalities; except that Non-Disposal Fee Revenues (i) include all Service Fees, Transfer Station Usage Surcharges, Transfer Station Fuel Charges, and any additional fees or surcharges pursuant to Section 3.2(b), and (ii) are net of all Service Discounts. Non-Disposal Fee Revenue shall further include all Capacity Share proceeds received by MIRA. Non-Disposal Fee Revenue shall not include Unit Based Pricing Receipts received by MIRA.

g) The term “Capacity Share” is added to mean net payments received by MIRA pursuant to the Transfer Station Operation, Maintenance and Optional Future Development Agreements for use of the Transfer Stations to process Acceptable Solid Waste and Acceptable Recyclables received from other than Participating Municipalities.

h) The term “Unit Based Pricing Receipts” is added to mean payments received by MIRA, net of any municipal or private handling or processing fees, pursuant to a Pay as You Throw program voluntarily adopted by a Participating Municipality pursuant to Section 3.5 hereof,

which payments shall be used by MIRA to offset such Participating Municipality's Tier 1 Long Term Disposal Fees and other charges due pursuant to Article 3 hereof.

i) The term "Funding Set Asides" is added to mean the Facility Decommissioning Funds, Contractor Severance Funds and Transfer Station Modification Funds further defined in Section 3.6 of this Second Amendment.

j) The term "Transfer Station" is deleted in its entirety and replaced by the following:

"Transfer Station" means any of the facilities, including all roads and appurtenances thereto, owned, operated (or both) or contracted by MIRA for receiving Solid Waste from any Participating Municipality for transport to a destination of ultimate disposal.

4. Article 3 of the Agreement is deleted in its entirety and replaced by the following:

3. ANNUAL BUDGET; TIER 1 SHORT-TERM DISPOSAL FEE; OTHER CHARGES; MOST FAVORED NATION

3.1. Budget

MIRA shall adopt a budget (the "Budget") for each Contract Year. Each Budget shall include MIRA's estimates of the following for the subject Contract Year: the Cost of Operation and the Net Cost of Operation, the Aggregate Tons, Non-Disposal Fee Revenues, any deposits or withdrawals (or both) to and from Reserves and the Service Payments. In determining the Budget, MIRA shall assume for the subject Contract Year: (i) that the Municipality will deliver or cause to be delivered to the Designated Waste Facility a specific quantity of Acceptable Solid Waste; (ii) that the Connecticut Solid Waste System will receive the Aggregate Tons; (iii) that Persons obligated to deliver Contract Waste will deliver the full amount of the said Contract Waste; and (iv) a specific quantity of delivered Spot Waste.

3.2. Tier 1 Short-Term Disposal Fee; Other Charges; Opt-Out Disposal Fee

(a) As part of its determination of the Budget, MIRA shall calculate a disposal fee (the "Base Disposal Fee") to be charged with respect to each Ton of Acceptable Solid Waste delivered by or on behalf of the Municipality and each other Participating Municipality during the subject Contract Year. The Base Disposal Fee shall be uniform as to all Participating Municipalities and shall be calculated without regard to the location of any Participating Municipality's Designated Waste Facility. MIRA shall set the Base Disposal Fee such that the product of the Base Disposal Fee and the Aggregate Tons shall produce funds estimated as sufficient to pay the estimated Net Cost of Operation for the subject Contract Year. The amount calculated pursuant to the preceding sentence constitutes the estimated Service Payments.

As a Tier 1 Short-Term Municipality, the Municipality shall receive the Tier 1 Short Term Discount off the Base Disposal Fee. The Tier 1 Short Term Discount shall be calculated by MIRA annually as the difference between the Tier 1 Short Term Disposal Fee determined by MIRA in accordance with the provisions Articles 3.2 (c) and 3.2 (e) hereof and the Base Disposal

Fee. The Base Disposal Fee, net of the Tier 1 Short Term Discount, is the “Tier 1 Short-Term Disposal Fee.”

(b) In addition to the Tier 1 Short-Term Disposal Fee, the Municipality shall pay (i) any Transfer Station Fuel Surcharge assessed by MIRA and calculated pursuant to Exhibit D hereto and a part hereof, for each Ton of Acceptable Solid Waste delivered to a Transfer Station, and (ii) any additional fees or surcharges set by MIRA during the Budget Process for particular categories of Solid Waste; provided, however, that MIRA shall not charge and the Municipality shall not pay any tip fee for Acceptable Recyclables delivered to the Designated Recycling Facility.

(c) MIRA has authorized a Tier 1 Short-Term Disposal Fee for the Contract Year commencing July 1, 2022 and ending June 30, 2023, hereinafter the “FY 2023 Contract Year” and provided a copy thereof, together with the level of the Tier 1 Short-Term Disposal Fee and of any additional amounts payable pursuant to Section 3.2(b), for such FY 2023 Contract Year, to the Authorized Representative of the Municipality, and the Municipality acknowledges receipt of the same. The Tier 1 Short-Term Disposal Fee for such FY2023 Contract Year is \$116.00 per ton which has been calculated by MIRA under the presumption that the Transition Contract Awards are made and the Threshold Deliveries are achieved.

On or before the last day of February during such FY 2023 Contract Year and during each subsequent Contract Year, MIRA shall adopt the Budget for the next ensuing Contract Year and provide a copy thereof, together with (i) the level of the Tier 1 Short-Term Disposal Fee, and (ii) the level of the Transfer Station Fuel Surcharge (if assessed), together with any additional fees and/or surcharges pursuant to Section 3.2(b), all for such Contract Year, to the Authorized Representative of the Municipality. In determining the Budget for each such Contract Year, modifications to the Cost of Operation from that which was adopted for the prior Contract Year shall be limited to the Adjustment Factors shown on Attachment B to this Second Amendment (“Projected Tier 1 Short-Term Disposal Fees”) together with any Surplus, Deficit or Change in Law. In the event that a Surplus is determined upon conclusion of the last Contract Year of the Term of this Agreement, MIRA shall pay a Participating Town Distribution equivalent to such Surplus.

(d) Based on the Budget, the Municipality shall make all budgetary and other provisions or appropriations necessary to provide for and to authorize the timely payment by the Municipality of the Tier 1 Short-Term Disposal Fees and the other amounts calculated pursuant to this Section 3.2, as the same become due and payable.

(e) MIRA hereby agrees to maintain its Tip Fee Stabilization Fund and MIRA shall, on or before the last day of February of each Contract Year, apply such Tip Fee Stabilization Funds as may be available to its calculation of the Tier 1 Short-Term Disposal Fee set by MIRA pursuant to Section 3.2(a). The Parties acknowledge that MIRA’s ability to maintain the Tip Fee Stabilization Fund greatly diminishes subsequent to the FY2023 Contract Year. MIRA shall make every reasonable effort to apply such funds and reserves as may be available to the extent necessary to reduce the Tier 1 Short-Term Disposal Fee to the Projected Tier 1 Short-Term Disposal Fees shown in Attachment B.

If the Tier 1 Short-Term Disposal Fee for any Contract Year set by MIRA pursuant to Section 3.2(a) exceeds the amount determined pursuant to this Section 3.2(e) for such Contract Year (the “Opt-Out Disposal Fee”), then the Municipality may terminate this Agreement within thirty (30) days after its receipt of the notice pursuant to Section 3.2(c). In order to exercise the foregoing right of termination, the Municipality shall send written notice of such termination to MIRA by certified return receipt mail, within thirty (30) days after the Municipality’s receipt of the notice required pursuant to Section 3.202(c). If the Municipality exercises this right of termination, the effective date of such termination shall be June 30th of the Contract Year in which such written notice of termination is given to MIRA. If MIRA does not receive the foregoing notice of termination from the Municipality within the thirty (30) day period specified above, the Municipality shall forfeit its right to terminate this Agreement for the pertinent Contract Year.

Opt Out Disposal Fees

Contract Year Ending	Opt Out Disposal Fee
June 30, 2024	\$124.00 per ton + any Additional Opt-Out-Costs
June 30, 2025	\$131.00 per ton + any Additional Opt-Out-Costs
June 30, 2026	\$136.00 per ton + any Additional Opt-Out-Costs
June 30, 2027	\$141.00 per ton + any Additional Opt-Out-Costs

As indicated above and commencing with the Contract Year ending June 30, 2024, the Opt-Out Disposal Fee shall include the per-Ton amount (calculated on the basis of all Acceptable Solid Waste delivered to the Connecticut Solid Waste System) of any Connecticut Solid Waste System costs or expenses required of MIRA and resulting from (i) any Change in Law, or (ii) year over year increases to the PILOT. Any amounts so added to the Opt-Out Disposal Fee pursuant to the foregoing clause (i) or clause (ii), or both, are the “Additional Opt-Out Costs”.

3.3. Most Favored Nation

(a) With respect to Acceptable Solid Waste, and provided that no Notice of Non-Compliance with Delivery Obligations has been issued by MIRA or any other Municipality event of default exists hereunder, the Municipality shall pay with respect to Acceptable Solid Waste the lower of (i) the sum of the Tier 1 Short-Term Disposal Fee and all amounts assessed pursuant to Section 3.2(b), or (ii) the per-Ton MIRA tip fee, inclusive of all additional fees or surcharges (collectively, the “Other Tip Fee”) charged under any other contract (an “MFN Waste Contract”) with the same or substantially the same terms and conditions, including the same length of term, executed by MIRA after the Commencement Date with a Connecticut municipality other than a Participating Municipality, for the delivery of Acceptable Solid Waste, other than Spot Waste, to the Designated Waste Facility.

(b) With respect to Acceptable Recyclables, and provided that no Notice of Non-Compliance with Delivery Obligations has been issued by MIRA or any other Municipality event of default exists hereunder, the Municipality shall be entitled to the more favorable of the rights provided (i) hereunder, or (ii) under any other contract (an “MFN Recycling Contract”) with the same or substantially the same terms and conditions other than such rights (the “MFN Recycling Rights”)

but including the same length of term, executed by MIRA after the Commencement Date with a Connecticut municipality other than a Participating Municipality, for the delivery of Acceptable Recyclables to the Designated Recycling Facility.

(c) After the Commencement Date, MIRA shall, within fifteen (15) Days after the execution of any MFN Waste Contract or any MFN Recycling Contract, as applicable, provide notice of such execution to the Municipality. With respect to any MFN Waste Contract, beginning on the first Day of the Month first following MIRA's provision of such notice to the Municipality and continuing for so long as the Municipality is eligible to receive the Other Tip Fee, MIRA shall charge and the Municipality shall pay the Other Tip Fee for its Acceptable Solid Waste. With respect to any MFN Recycling Contract, beginning on the first Day of the Month first following MIRA's provision of such notice to the Municipality and continuing for so long as the Municipality is eligible to receive the MFN Recycling Rights, MIRA shall grant and the Municipality shall receive such MFN Recycling Rights.

(d) The Municipality's eligibility for the Other Tip Fee or the MFN Recycling Rights, as applicable, shall cease as of the first Day of the Month following MIRA's provision of written notice to the Municipality of such cessation for any of the following reasons: (i) the issuance of a Notice of Non-Compliance with Delivery Obligations by MIRA or any other event of default by the Municipality hereunder, (ii) the Municipality's Designated Waste Facility or Designated Recycling Facility, as applicable, changes such that the requirements of this Section 3.3 are no longer satisfied; or (iii) the expiration or earlier termination of the subject MFN Waste Contract or MFN Recycling Contract, as applicable.

3.4. Recycling Program

On and after the Commencement Date and provided that no event of default (including the issuance by MIRA of a Notice of Non-Compliance with Delivery Obligations) exists hereunder, for any period with respect to which (i) revenues received by MIRA from the sale of Acceptable Recyclables exceed MIRA's processing and administrative costs with respect to such Acceptable Recyclables, as determined by MIRA in a commercially reasonable manner, and (ii) the MIRA Board of Directors has declared a surplus with respect to such revenues pursuant to Conn. Gen. Stat. § 22a-267(6), as the same may be amended, supplemented or superseded, MIRA shall provide a rebate (a "Recycling Rebate") to the Municipality for each Ton of Acceptable Recyclables delivered by or on behalf of the Municipality during such period. If so provided, Recycling Rebates shall be provided retroactively for any applicable Contract Year (or portion thereof). Nothing in this Section 3.4 shall establish a claim or any other right of the Municipality to any Recycling Rebate, or impose any obligation on MIRA to declare any Recycling Rebate.

3.5 Voluntary Pay as You Throw Program

The Municipality shall have the option of establishing a Pay as You Throw or similar unit based pricing program as a means to advance DEEP's Comprehensive Materials Management Strategy. As used herein, a Pay as You Throw program means a direct user charge upon the residents and businesses within the corporate boundaries of the Municipality for the disposal of Acceptable Solid Waste that is directly proportional to the volume of Acceptable Solid Waste disposed.

Examples of such programs include, but are not limited to, the sale of specialty garbage bags or specialty stickers to place upon retail garbage bags.

(a) In the event that the Municipality desires to establish a Pay as You Throw program, it shall provide MIRA with its proposed Municipal ordinance, regulation or other method of imposition. MIRA shall review such proposal and comment on its ability to properly administer same pursuant to the terms of this Second Amendment within thirty (30) days of its receipt of same.

(b) The Parties agree that the objectives of any Pay as You Throw program established as provided herein shall be to i) increase the diversion of recoverable material from Acceptable Solid Waste that would otherwise be combusted in a waste to energy facility or deposited in a landfill, and ii) to establish an effective funding mechanism for the development of modern services and facilities responsive to the evolving waste streams that may result from such a program. The parties acknowledge that achieving these objectives will require participation and coordination among the Municipality, MIRA and the private sector as provided herein.

(c) The Municipality shall be responsible for the development and adoption of its ordinance, regulation or other method of imposing a Pay as You Throw program including the type of program, associated pricing, fees and charges, and designating agents for the collection and distribution of such fees and charges. The Municipality shall direct such agents to distribute Unit Based Pricing Receipts to MIRA, and shall remain liable to MIRA for payment of the Tier 1 Short Term Disposal Fees and other charges assessed hereunder.

(d) The Municipality shall further monitor compliance and enforce, or cause others to monitor compliance and enforce, the provisions of such Pay as You Throw Program.

(e) MIRA shall account for all Unit Based Pricing Receipts received on account of the Municipality separately and distinctly from the Unit Based Pricing Receipts of any other Participating Municipality adopting a Pay as You Throw Program. MIRA shall credit all such Unit Based Pricing Receipts to the account of the Municipality. Concurrent with MIRA's invoicing of the Municipality under the provisions of Article 5 of the MSA, MIRA shall provide the Municipality with a report of all Unit Based Pricing Receipts received on account of the Municipality and the Municipality's invoice shall be reduced by such amount. In the event that such Unit Based Pricing Receipts exceed the amount of MIRA's invoice, MIRA shall pay Municipality such balance within ten (10) days of the date of such invoice.

(f) MIRA shall manage evolving waste streams resulting from the Municipality's adoption of a Pay as You Throw Program pursuant to the terms and conditions of the Transition Contract Awards. In the event that MIRA or its contractors become aware on any non-compliance with Municipality's Pay as You Throw Program, it shall promptly notify Municipality of same.

(g) MIRA shall cooperate with retail outlets, specialty bag providers or other private sector entities involved in establishing and administering Municipality's Pay as You Throw Program

including the execution of contract documents reasonably acceptable to MIRA and necessary to implement same.

3.6 Funding Set Asides

(a) MIRA hereby agrees to set aside the sum of three million, three hundred thousand dollars (\$3,300,000) to be used for the decommissioning of the Facility when the suspension of waste combustion and transition to transfer activity contemplated by this Second Amendment is complete and a conclusive determination not to recommence waste combustion is made (“Facility Decommissioning Funds”). Such set aside shall be made from existing MIRA reserves and MIRA shall not otherwise include expenses related to decommissioning the Facility in the Cost of Operation for the remaining term of the MSA.

(b) MIRA hereby agrees to set aside the sum of two million, one hundred fifty-six thousand dollars (\$2,156,000) to be used for the payment of contractor severance associated with the suspension of waste combustion and transition to transfer activity contemplated by this Second Amendment (“Contractor Severance Funds”). Any such payments shall be in accordance with that certain amendment to the Facility operating agreement between MIRA and NAES. Pursuant to the terms of such amended Facility operating agreement, such set aside shall be made first through use of the adopted Budget for the Contract Year commencing July 1, 2021, second through transfer of surplus funds identified by MIRA within the overall Facility or Connecticut Solid Waste System (“CSWS”) budget, third through use of such reserve funds as may subsequently be established by MIRA for such purpose and last through any such Budget, Facility or CSWS budgets as may subsequently be adopted for the Contract Year commencing July 1, 2022. MIRA shall not include expenses related to Contractor Severance in the Cost of Operation unless all such prior options have been exhausted.

(c) MIRA hereby agrees to set aside the sum of six hundred thousand dollars (\$600,000) to be used for the implementation of initial Transfer Station modifications recommended and accepted by MIRA as part of the Transition Contract Awards summarized on Attachment A hereto (“Transfer Station Modification Funds”). Such set aside shall be made from existing MIRA reserves and MIRA shall not otherwise include expenses related to such Transfer Station Modifications in the Cost of Operation for the remaining term of the MSA.

5. Effective July 1, 2022, Exhibit C attached to the Agreement is replaced by Exhibit C included as Attachment C to this Second Amendment.

6. Effective July 1, 2022, the final “WHEREAS” in the Preamble of the MSA is deleted in its entirety and replaced by the following:

“WHEREAS, the Municipality, having reviewed the aforesaid service options and length of terms, has elected to receive short-term Tier 1 services from MIRA;

7. Effective July 1, 2022, the phrase “Tier 1 Long-Term” in Articles 2, 5 and 7 of the MSA are deleted and replaced by the phrase “Tier 1 Short-Term;

8. Effective July 1, 2022, the definition of "Agreement" in Exhibit A to the MSA is deleted in its entirety and replaced by the following:

"Agreement" means this Tier 1 Short —Term Municipal Solid Waste Management Services Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

WITNESS

Town of Old Saybrook

_____ [Signature]

_____ [Signature]

(Seal)

_____ [Signature]

Chief Executive Officer

_____ [Signature]

Keeper of the Seal

WITNESS

MATERIALS INNOVATION AND
RECYCLING AUTHORITY

_____ [Signature]

_____ [Signature]

_____ [Signature]

President

ATTACHMENT A

TRANSITION CONTRACT AWARDS

- 1) To Enviro Express for the transportation and disposal of Acceptable Solid Waste and Acceptable Recyclables received at the Torrington and Watertown Transfer Stations at the pricing shown below:

MSW Transportation (Keystone)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	\$ 49.84	\$ 51.34	\$ 52.88	\$ 54.46	\$ 56.10
Watertown (Enviro Express)	\$ 46.75	\$ 48.15	\$ 49.60	\$ 51.09	\$ 52.62
MSW Disposal (Keystone)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.27	\$ 48.69
Watertown (Enviro Express)	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.27	\$ 48.69
Recycling Transportation (Berlin)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Torrington (Enviro Express)	\$ 24.72	\$ 25.46	\$ 26.23	\$ 27.01	\$ 27.82
Watertown (Enviro Express)	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34

- Transportation pricing shown above is subject to increase or decrease monthly in accordance with contract formula tied to US BLS published Diesel Fuel Price Index.
- Disposal pricing shown above is not subject to adjustment.

- 2) To Enviro Express for the operation, maintenance and optional future development of the Torrington and Watertown Transfer Stations at the pricing shown below:

	Annual Fixed Cost				
Torrington	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Maximum Tonnage Value	60,000	60,000	60,000	60,000	60,000
O&M Fee	\$ 638,600	\$ 657,758	\$ 677,491	\$ 697,815	\$ 718,750
Management Fee	\$ 30,000	\$ 30,000	\$ 30,000	\$ 40,000	\$ 40,000
Excess Tonnage Fee / Ton	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Capacity Share Credit / Ton	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.12

	Annual Fixed Cost				
Watertown	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Maximum Tonnage Value	45,000	45,000	45,000	45,000	45,000
O&M Fee	\$ 659,200	\$ 678,976	\$ 699,345	\$ 720,326	\$ 741,935
Management Fee	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Excess Tonnage Fee / Ton	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.55	\$ 19.10
Capacity Share Credit / Ton	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.12

- O&M and Management Fees shown above are fixed throughout contract term and provide for processing the stated maximum tonnage value.
- Additional fee per ton assessed in the event excess tons are received on MIRA's account.
- Maximum tonnage values exceed estimated processing requirements.
- MIRA fees are reduced if contractor accepts non-participating waste on its account in accordance with the stated Capacity Share Credit.

3) To CWPM LLC for the transportation of Acceptable Solid Waste and Acceptable Recyclables received at the Essex Transfer Station at the per ton pricing shown below:

MSW Transportation (Preston)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (CWPM)	\$ 16.11	\$ 16.59	\$ 17.09	\$ 17.60	\$ 18.13

Recycling Transportation Price	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (CWPM)	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77

- Transportation pricing shown above is subject to increase or decrease monthly in accordance with contract formula tied to US BLS published Diesel Fuel Price Index.
- Contractor not providing disposal service.

4) To CWPM LLC for the operation, maintenance and optional future development of the Essex Transfer Station at the fixed total pricing shown below:

Essex	Annual Fixed Cost				
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Maximum Tonnage Value	60,000	60,000	60,000	60,000	60,000
O&M Fee	\$ 780,000	\$ 803,400	\$ 827,502	\$ 852,327	\$ 877,897
Management Fee	n/a	n/a	n/a	n/a	n/a
Excess Tonnage Fee / Ton	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Capacity Share Credit / Ton	n/a	n/a	n/a	n/a	n/a

- O&M and Management Fees shown above are fixed throughout contract term and provide for processing the stated maximum tonnage value.
- O&M Fee proposal was inclusive of Management Fee.
- Additional fee per ton assessed in the event excess tons are received on MIRA's account.
- Maximum tonnage values exceed estimated processing requirements.
- Contractor did not propose a Capacity Share arrangement.

5) To Covanta Sustainable Solutions for the disposal of Acceptable Solid Waste at the Preston Connecticut waste to energy facility at the per ton pricing shown below:

MSW Disposal at Preston	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Essex (Covanta)	\$ 95.00	\$ 98.80	\$ 102.75	\$ 106.86	\$ 111.14

- Covanta Sustainable Solutions will accept a monthly minimum of 2,300 tons of MSW subject to a \$10 per ton penalty of the minimum is not met.
 - Covanta Sustainable Solutions will accept a monthly maximum of 3,400 tons of MSW subject to a \$10 per ton penalty of the maximum is exceeded.
 - Covanta Sustainable Solutions may accept more than the monthly maximum at its discretion subject to a FY 2023 price of \$110 per ton.
 - MIRA may choose to deliver Essex MSW to Hartford for combustion during FY 2023 as a year of transition from waste to energy to transfer operations.
- 6) To Murphy Road Recycling LLC in association with WIN Waste Innovations for the diversion of all Acceptable Solid Waste generated within the boundaries of “Tier 1” Participating Municipalities and currently delivered direct to the CSWS Waste to Energy Facility to the Murphy Road Recycling Transfer Station located at 123 / 143 Murphy Road, Hartford CT for transfer by rail to the WIN Tunnel Hill Reclamation Landfill in New Lexington, Ohio and the WIN Sunny Farms Landfill in Fostoria, Ohio at the pricing shown below:

MSW Trans. & Disposal (Ohio LF)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Hartford (Murphy Road Recycling & WIN Waste Innovations)	\$ 102.50	\$ 106.60	\$ 110.86	\$ 115.30	\$ 119.91

- Per ton pricing is inclusive of MSW receipt and processing at Contractor’s transfer station located at 123 / 143 Murphy Road (transfer station O&M), transportation and disposal at landfills located in Ohio.
 - Contractor has sought to modify its proposal subsequent to submission in order to exclude commercial waste deliveries originating within CSWS Participating Municipalities in a manner not acceptable to MIRA. An extended negotiation is anticipated if contractor’s original proposal terms are to be secured.
 - MIRA has concluded that an additional year of limited waste to energy facility operations will be necessary to provide time needed for this negotiation while continuing to serve all CSWS Participating Municipalities delivering to Hartford.
 - The Fiscal Year 2023 Tier 1 Short-Term Disposal Fee established herein anticipates one additional year of waste to energy facility operations to serve Participating Municipalities delivering to Hartford.
 - The Fiscal Year 2024 through 2027 Opt Out Disposal Fees also established herein anticipate a successful conclusion of these negotiations or implementation of an alternate proposal at pricing manageable by MIRA within the established Opt Out Disposal Fees.
- 7) To Murphy Road Recycling LLC a previously awarded contract effective May 1, 2021 for the conduct of recycling transfer operations at MIRA’s Recycling Facility located at 211 Murphy Road, Hartford CT. at the pricing shown below:

- Management Fee – Fixed at \$600,000 annually effective May 1, 2021 and subject to fixed three percent (3%) escalation July 1, 2022 and each July 1st thereafter through June 30, 2027.
- Transportation Fee – Applies to transportation from MIRA’s Recycling Facility at 211 Murphy Road to Contractor’s facility in Berlin CT. Fixed at \$30.00 per ton effective May 1, 2021 and subject to fixed three percent (3%) escalation July 1, 2022 and each July 1st thereafter through June 30, 2027.
- Base Processing Fee - Applies to all single stream recycling deliveries to MIRA’s Recycling Facility at 211 Murphy Road and to the CSWS Transfer Stations. Fixed at \$85.00 per ton effective May 1, 2021 and subject to increase or decrease monthly based on contract formula reflecting an Average Commodity Price through June 30, 2027.

ATTACHMENT B

PROJECTED TIER 1 SHORT-TERM DISPOSAL FEES

ATTACHMENT B PROJECTED TIER I SHORT TERM DISPOSAL FEES							
Cost of Operation:	Adopted FY 2022	Pending 6/30/2023	Estimated				Escalator Refernece
			FY 2024	FY 2025	FY 2026	FY 2027	
MSW Transportation		\$ 10,151,096	\$ 5,153,063	\$ 5,308,014	\$ 5,466,922	\$ 5,631,331	A-1, 3 & 6
MSW Disposal		\$ 3,914,468	\$ 24,254,782	\$ 25,183,550	\$ 26,150,233	\$ 27,153,683	A-1, 5 & 6
Transfer Station Contract Operations		\$ 2,174,000	\$ 2,220,134	\$ 2,284,338	\$ 2,360,468	\$ 2,428,582	A-2 & 4
Recycling Contract Operations		\$ 2,262,055	\$ 2,515,460	\$ 2,769,421	\$ 3,023,955	\$ 3,044,214	A-7
Recycling Transportation		\$ 1,327,296	\$ 1,367,108	\$ 1,408,186	\$ 635,154	\$ 654,142	A-1 & 3
Authority CSWS Operating Expense		\$ 37,150,847	\$ 640,000	\$ 659,200	\$ 678,976	\$ 699,345	CPI
Host Community Benefits	\$ 1,623,590	\$ 1,223,204	\$ 89,996	\$ 92,696	\$ 95,477	\$ 98,342	CPI
Insurance	\$ 1,051,493	\$ 290,000	\$ 298,700	\$ 307,661	\$ 316,891	\$ 326,398	CPI
Authority Budget	\$ 2,482,915	\$ 1,940,398	\$ 1,380,000	\$ 1,421,400	\$ 1,464,042	\$ 1,507,963	CPI
MIRA Direct Personnel Services	\$ 1,470,582	\$ 1,419,258	\$ 900,000	\$ 927,000	\$ 954,810	\$ 983,454	CPI
Total Cost of Operation	\$ 71,844,307	\$ 61,852,622	\$ 38,819,244	\$ 40,361,467	\$ 41,146,929	\$ 42,527,456	N/A
Non Disposal Fee Revenue:							
Transfer Station Capacity Shares		\$ 5,166,100	\$ -	\$ -	\$ -	\$ -	A-1
Sale of Recovered Products / RECs		\$ 12,196,816	\$ -	\$ -	\$ -	\$ -	N/A
Other		\$ 50,400	\$ -	\$ -	\$ -	\$ -	N/A
Total Non Disposal Fee Revenue	\$ 17,907,009	\$ 17,413,316	\$ -	\$ -	\$ -	\$ -	N/A
Net Cost of Operation	\$ 53,937,298	\$ 44,439,306	\$ 38,819,244	\$ 40,361,467	\$ 41,146,929	\$ 42,527,456	N/A
Add Cost of Service Discounts	\$ 851,756	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Total Rate Base	\$ 54,789,054	\$ 44,439,306	\$ 38,819,244	\$ 40,361,467	\$ 41,146,929	\$ 42,527,456	N/A
Aggregate Tons	443,078	282,976	282,976	282,976	282,976	282,976	N/A
Base Disposal Fee	\$ 123.66	\$ 157.04	\$ 137.18	\$ 142.63	\$ 145.41	\$ 150.29	N/A
Tip Fee Stabilization / Tier 1 Short Term Discount	\$ (7,379,708)	\$(11,614,090)	\$(3,730,946)	\$(3,292,219)	\$(2,661,183)	\$(2,629,074)	N/A
Tier 1 Short Term Disposal Fee	\$ 107.00	\$ 116.00	\$ 124.00	\$ 131.00	\$ 136.00	\$ 141.00	N/A

ATTACHMENT C

EXHIBIT C

DESIGNATED WASTE FACILITY AND DESIGNATED RECYCLING FACILITY

Designated Waste Facility: Essex Transfer Station

Designated Recycling Facility: Essex Transfer Station

Email Communications Policy for all Members of all Boards and Commissions of the Town of Old Saybrook

Email is an expedient and easy means of communication, but must be used carefully, both to avoid conflicts with the Open Meeting Law and the Public Records Law and to ensure that the public and members of committees can rely on the fact that deliberative discussions will always be held at public meetings. Email communications deprive the public of the chance to contemporaneously monitor a Board or Commission's discussion. Therefore, the Board of Selectmen has established the following policy, which is meant to augment and emphasize the importance of the laws of the State of Connecticut.

GENERAL POLICY

- All Email use by any member of any committee, board or commission of the Town of Old Saybrook will comply with the requirements of the Connecticut Open Meeting Law. A copy of the email guidelines issued by the Connecticut Public Records Administrator will be given to all board and committee members: For current members, upon the approval of this policy; for future elected or appointed members, when they take the oath of office.
- Email communications by, between, or among board or commission members will not address substantive policy issues, decisions, or deliberations. Email may not be used to discuss policy issues on an item coming before the board or commission for discussion, to make decisions, or carry on deliberations.
- Email communication by, between or among board or commission members may only be used to schedule meetings, send informative messages, request information or similar administrative type communications.
- External emails received by individual board or commission members should be forwarded to the Clerk, and the Chair if appropriate, for dissemination who will in turn forward to all board or commission members.
- The Town will establish an email address for any board or commission member requesting one for sending and receiving all board or commission related email if said member requests it. The Town will be responsible for retaining copies of these emails in accordance with the Public Records Law.
- The Town cannot be responsible for retaining or producing any board or commission member email which is sent or received through any other means other than the Town issued email address. If a board or commission member chooses to bypass the Town issued email address for email correspondence, they should be prepared to individually and personally respond to any requests related to public records law.
- To facilitate compliance with public records requests, the Town encourages committee members to use a Town email address for all committee related correspondence. Town email should ONLY be used for Committee work and should NOT be used for personal communications.
- In accordance with CGS §§ 11-8, 11-8a(c) and 7-109, the CT Public Records Administrator must approve the destruction of records which have met all retention requirements. Account controls have been put in place to prevent accidental permanent deletion of records. Record disposal requests for Town of Old Saybrook hosted email accounts will be managed through the Town of Old Saybrook Information Technology Department.

PUBLIC RECORDS APPLICABILITY

Pursuant to CGS §1-200, “public records or files’ means any recorded data or information relating to the conduct of the public's business prepared, owned, used, received or retained by a public agency, or to which a public agency is entitled to receive a copy by law or contract under section 1-218, whether such data or information be handwritten, typed, tape-recorded, printed, photostated, photographed or recorded by any other method.” Therefore, e-mail sent or received in the conduct of public business is a public record. Consequently, e-mail is subject to disclosure under FOIA, a court action, or an audit and should be treated in the same manner as any other recorded information.

All electronic mail sent, and all electronic mail received by principal addressees (not received as a "cc") at a Town-issued address, or any address when in an official capacity, should be considered a public record subject to inspection and disclosure and scheduled retention and disposition. *Employees and board or commission members acting in their official capacity should have no expectation of privacy in their use of electronic mail.*