

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**FOUR HUNDRED TWENTY-FIRST**

**AUGUST 1, 2011**

A special telephonic meeting of the Connecticut Resources Recovery Authority Board of Directors was held on Monday, August 1, 2011, in the Board Room at CRRA Headquarters, 100 Constitution Plaza, Hartford, Connecticut. Those present by telephone were:

Directors: Chairman Pace  
Vice Chairman Jarjura  
Louis Auletta  
Timothy Griswold  
Dot Kelly  
Theodore Martland  
Scott Slifka  
Donald Stein  
Robert Painter, Mid-Connecticut Project Ad-Hoc  
Steven Wawruck, Mid-Connecticut Project Ad-Hoc

Present from CRRA in Hartford:

Tom Kirk, President  
Jim Bolduc, Chief Financial Officer  
Laurie Hunt, Director of Legal Services  
Peter Egan, Environmental Affairs and Environmental Director  
Marianne Carcio, Executive Assistant

Others present by telephone: Jonathan Bilmes, Executive Director of BRRFOC.

Chairman Pace called the meeting to order at 11:38 a.m. and said a quorum was present.

**PUBLIC PORTION**

Chairman Pace requested a roll call of the participants on the call for the record, which was provided by Ms. Hunt. Chairman Pace recognized that Jonathan Bilmes of BRRFOC was on the telephone and asked whether anyone from the public would care to address the board. As there were no members from the public wishing to speak, Chairman Pace proceeded with the meeting agenda.

**RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION  
AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND  
RECYCLING SERVICES**

Chairman Pace made a motion on the above referenced item. The motion was seconded by Director Martland.

**FURTHER RESOLVED:** That the President is hereby authorized to enter into the “Master Coordination Agreement for Municipal Solid Waste Disposal, processing and Recycling Services” with the Central Connecticut Solid Waste Authority, substantially as presented and disused at this meeting.

Chairman Pace addressed the portion of the Agreement which states “the following are the portions of the Master Agreement with the first one being CRRA will provide copies to CCSWA of notices and other documents”. Director Stein stated that that agreement asks for a fair amount of CCSWA administrative.

Chairman Pace asked Mr. Egan if that statement will be onerous to CRRA. Mr. Egan replied no. He said in accordance with the municipal service agreements the information CRRA’s municipal customers will receive includes how many tons of MSW are shipped in periodically. Mr. Egan said this information will be posted on the CRRA website and CCSWA will be added to the list of email recipients which are notified when new information is available on the website.

Chairman Pace asked Mr. Egan if this contract provides CRRA with any information it would need as to the thinking and the mechanism going on with CCSWA. Mr. Egan replied no. He explained the CCSWA role is to work to help solve any issues between CRRA and its municipal customers in the event there is a disagreement or issue with the contract.

Chairman Pace said that section 6.8, Dispute Resolution on pg. 7 states, “disputes, differences, controversies or claims pertaining or arising out of the agreement or breach thereof shall be resolved by a court unless the parties agree to an Arbitration.” He said the use of the word “difference” seems to be wide and global.

Ms. Hunt said the language that Mr. Egan was referring to is the last sentence of section 2.1, where CCSWA will assist in resolving any issues with the municipalities.

Director Slifka asked if there is a reason why management could not add to the agreement that they would go to court or arbitration only after first being submitted to non-binding mediation.

Chairman Pace agreed. He said there should be a step in there before reaching the extreme of spending monies to go to court. He said this contract should have a more appealing process of settling disputes. Director Kelly and Auletta confirmed agreement with Chairman Pace.

**AMENDMENT TO THE RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

Director Slifka made a motion to amend the language in the agreement to insert the following after the word themselves:

“shall first be submitted to non-binding mediation to a mediator mutually agreeable to the parties. Should mediation not be successful, all disputes, differences, controversies or claims shall be resolved by a court of competent jurisdiction”

Chairman Pace seconded the motion to ammend.

Director Martland suggested informing the towns that this inclusion was an effort by CRRA to save both sides money. He said for the record that he would like it noted “In the event that this organization enters into a fee, such fee would not be paid by CRRA, and secondly that the towns can elect any one of the other options if they wish.”

Chairman Pace asked for further comment on Director Martland’s request. Director Kelly asked about the Tier that doesn’t require going through CCSWA.

Mr. Kirk confirmed the member towns (including the towns which have elected to be part of the CCSWA) can choose any of the Tiers. He explained the agreement with CCSWA recommends all of the Tiers as acceptable options.

Director Stein asked if the towns that are part of the CCSWA sign an MSA with CRRA if that agreement is automatically with CCSWA by virtue of the membership. Mr. Kirk replied no. He explained the MSA with CRRA is independent of the CCSWA. He said if a town wants to be a member of the CCSWA that is a separate and distinct decision on their part. Mr. Kirk said the towns can sign a Tier one, two, three or four agreement with CRRA and separately they can choose or not choose to be a member of the CCSWA.

Director Stein asked if the provisions of this agreement are given by virtue of being a member of CCSWA. Mr. Kirk replied only if the town is a CCSWA member and essentially chooses CCSWA as their agent for that purpose.

Director Stein asked how a town separately notifies CRRA of their intention to use CCSWA as their agent. Mr. Kirk replied this may be accomplished via a letter or a notice stating that the town has joined CCSWA. He said from a practical standpoint management views the CCSWA (if it continues to exist after this) as similar to a number of the other organizations CRRA deals with. He explained towns elect a collective representative when they do not have the infrastructure and personnel available to give issues the attention it desires. Mr. Kirk said it will entirely be up to the towns if they want the CCSWA to speak for them and CRRA will work with whoever the town asks management to work with.

Chairman Pace asked if the “General Definition and Construction” is when a town joins CCSWA, and then CCSWA has the prevailing provisions. Ms. Hunt said if there is a difference in terms, the MSA rules. She said in item G, if there is a discrepancy between the provisions of disagreements and any MSA the provisions of the MSA take control. Chairman Pace asked if the most favored nation status would be still guaranteed to the municipality. Ms. Hunt replied yes.

Director Griswold said Mr. Kirk had informed the Board that CRRA is also a competitor of USA Waste, among other. He asked if the first step is for CCSWA to choose or recommend. Director Griswold said it sounds as though all towns will execute their individual MSA’s and there will not be an MSA with CCSWA itself. He asked how management decides which provider will be chosen.

Mr. Kirk said there are only two recommended vendors being presented by the CCSWA to its prospective members, CRRA and the Antonacci Group which is bidding as Murphy Road Recycling. He said USA Hauling is the foundational company of the Antonacci Group. Mr. Kirk said CCSWA will present the details of both the CRRA Tiers (all four) and the offer by the Antonacci Company at its meeting tomorrow. He explained the towns will then be free to choose whatever they want to do based on the evaluations presented by CCSWA.

Director Griswold asked if the towns can choose either option. Mr. Kirk replied yes. Director Martland asked if Murphy Road Recycling is offering the same agreement Mr. Kirk replied the CCSWA does not know the specifics of the agreement and won't know until tomorrow when it is presented to the towns.

Chairman Pace said on pg. 5, there is a listing dealing with insurances, he asked if those are comparable to what CRRA has. Mr. Kirk replied yes. He said the insurance is required of everyone. Chairman Pace asked if the towns are fully aware of this insurance and whether it is part of the basic information package to the towns. Mr. Bolduc explained that the insurance is not insurance required of CCSWA but insurance they are requiring of CRRA.

Chairman Pace said it wasn't by CCSWA's initiative that CRRA has this insurance; he said this type of insurance for protection of the municipalities is nothing new. Mr. Kirk said he presumed the towns were aware that they are fully protected by CRRA's insurance when they get in but may not be aware of that kind of detail. Chairman Pace said he feels that it is important that the towns know that.

Chairman Pace referred to pg. 5 of the Insurance section which states "all if any deductibles shall be sole responsibility of CRRA to pay and/or indemnify". He said CRRA does that now and that he feels this is another type of statement which may be misleading to someone not familiar with CRRA's practices. Chairman Pace said it is important to let the public know that this is not a new piece of writing and is something that CRRA does. Mr. Kirk agreed. He said when CRRA meets individually with the towns' management will let them know this is the sort of thing CRRA has been doing for twenty-five years and is now outlined in this agreement with CCSWA as well as in the MSA.

Chairman Pace asked Ms. Hunt for comments. Ms. Hunt said this is something CCSWA wanted. She said CCSWA wanted to negotiate and it may be beneficial to both the towns and CRRA to have their assistance in any dispute.

Director Griswold asked whether CCSWA was going to recommend an option. Mr. Egan replied that all of the member towns can choose any of CRRA's four choices. He said CCSWA will advise the towns that they negotiated this new Tier IV on the behalf of the towns, which wanted such a model. Mr. Egan said some of the twenty-one towns will look more favorably on some of the original models CRRA developed in Tier I.

Chairman Pace requested clarification on the "Indemnification Provision". Ms. Hunt explained that that all of the MSA versions have mutual indemnification language. She said CRRA indemnifies the town and the town indemnifies CRRA. Ms. Hunt said those are the provisions which govern and there is no indemnification with CCSWA.

Chairman Pace said there is no indemnification of CCSWA to CRRA, or CRRA to CCSWA, or CCSWA to the towns. Ms. Hunt replied that CRRA does not know what CCSWA’s agreement is with the towns which doesn’t change anything with CCSWA and the towns. She said all this says is that CCSWA is not indemnifying CRRA. Chairman Pace asked if CRRA is indemnifying CCSWA. Ms. Hunt replied no.

Chairman Pace said he wants to be sure that the Board understands the relationship between all groups. He said the mutual indemnification between CRRA and the towns is something that he feels is necessary to be in place as he is not sure about the CCSWA. Chairman Pace asked Director Slifka whether CCSWA is going to be charging a small fee for their administrative costs to the towns. Director Slifka did not know since West Hartford is not part of CCSWA.

Chairman Pace asked if there were any other questions on the contract. There being none Chairman Pace requested a review of the amendment which Director Slifka introduced and Chairman Pace seconded. He asked that it be read into the minutes so that everyone was aware of what they were voting on.

Ms. Hunt read the amendment on to the record:

“All disputes, differences, controversies or claims pertaining to or arising out of or relating to this agreement or the breach thereof which the parties are unable to resolve themselves shall be submitted to non-binding mediation by a mediator acceptable to both parties. In the event that such mediation cannot be successful all disputes, differences, controversies or claims shall be resolved by a court of competent jurisdiction in the state etc.”

Chairman Pace asked Vice-Chairman Jarjura if he had anything he would add to the amendment. Vice-Chairman Jarjura concurred that it sounded like standard dispute resolution language you see in other contracts.

**AMENDMENT TO THE RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES**

Chairman Pace requested a vote on the amendment to the resolution he moved which was seconded by Director Martland.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		

Ted Martland	X		
Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**VOTE ON THE RESOLUTION REGARDING APPROVAL OF THE MASTER COORDINATION AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL, PROCESSING AND RECYCLING SERVICES AS AMENDED**

Chairman Pace requested a motion on the above referenced resolution as amended. The motion was made by Director Stein and seconded by Director Painter.

**FURTHER RESOLVED:** That the President is hereby authorized to enter into the “Mast Coordination Agreement for Municipal Solid Waste Disposal, processing and Recycling Services” with the Central Connecticut Solid Waste Authority, substantially as presented and disused at this meeting.

Chairman Pace asked Mr. Egan if he had any issues with the delivery cap in the Delivery and Disposal in Section 2.1 Item III. Mr. Egan replied that he did not see any issues as it is essentially reiterating a provision in some of the Tier MSA’s regarding Delivery Caps. He said this paragraph essentially prescribes in the event CRRA delivers any notice, and several examples are given, to a municipality with regard to their MSA, CRRA also gives a copy to CCSWA in the event CRRA needs to resolve a difference with a municipality and CCSWA agrees to lend its support to that effort.

Chairman Pace asked if there is anything in that paragraph which would allow CCSWA to either aggregate or diminish the amount of tonnage that a town would send individually. Mr. Egan replied no.

Chairman Pace asked if any Board member will attend the CCSWA meeting on Tuesday. Director Wawruck stated that he would be going to the CCSWA meeting. Chairman Pace asked Director Wawruck to express the sentiments of the Board and the actions taken at this meeting. Director Wawruck agreed.

The motion previously made and seconded was approved unanimously by roll call. Chairman Pace, Vice-Chairman Jarjura, Director Auletta, Director Griswold, Director Kelly, Director Martland, Director Painter, Director Slifka, Director Stein, and Director Wawruck voted yes.

<b>Directors</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>
Chairman Pace	X		
Vice-Chairman Jarjura	X		
Louis Auletta, Jr.	X		
Timothy Griswold	X		
Dot Kelly	X		
Ted Martland	X		

Scott Slifka	X		
Donald Stein	X		
<b>Ad-Hocs</b>			
Bob Painter, Mid-Ct	X		
Steve Wawruck, Mid-Ct	X		

**ADJOURNMENT**

Chairman Pace made a motion to adjourn the meeting. The motion to adjourn was seconded by Director Stein and was approved unanimously.

There being no other business to discuss, the meeting adjourned at 12:10 p.m.

Respectfully Submitted,

Marianne L. Carcio  
Executive Assistant