

January 13, 2014

MOTIONS AND MINUTES

Easton Town Meeting

January 13, 2014 – 8:00 p.m.

Samuel Staples Elementary School

Present:

Adam W. Dunsby, First Selectman; Scott Centrella, Selectman; Christine Halloran, Town Clerk

Attendees:

Steve Edwards, Director of Public Works of Westport, President of Southwest Solid Waste Commission, and Easton resident

Ed Nagy, Director of Public Works

About 30 members of the public

The First Selectman convened the meeting at 8:04 p.m.

The First Selectman asked for a motion to appoint a Moderator. Dori Wollen nominated Bill Kupinse. The motion was seconded. The nomination was approved by unanimous voice vote.

The Moderator called upon the Town Clerk to read the call of the meeting. A copy is attached. The Moderator then proceeded with the agenda items.

Item 1: Discuss and take possible action on the Greater Bridgeport Regional Solid Waste Interlocal Agreement.

Steve Edwards spoke regarding a historical review of municipal solid waste, participating towns in past agreements, closed landfills, executive orders, new options for incineration to Bridgeport Burn Plant, and the Solid Waste Advisory Board (SWAP). Five years ago, Easton along with other towns entered into a contract with The Connecticut Resource Recovery Authority (CRRA) as the aggregator of tonnage and administrator which negotiated the contract terms. Easton's current solid waste contract expires June 30, 2014. Twelve towns remain in the consortium, including Easton, Monroe, Trumbull, Westport, Fairfield, Milford, Stratford, Shelton and Orange. The towns are looking for an alternative to paying the administrative fees per ton to the CRRA. The Greater Bridgeport Regional Solid Waste Interlocal Agreement calls for a representative for each town to act on the contract. The agreement enables a committee of towns to act as an organization to have increased negotiating power providing for a better deal with solid waste and a provider of electricity at a lower rate. This agreement is strictly to form the group give the organization the power to negotiate on behalf of town.

Public Comment:

A resident inquired about reason other towns opted out of CRRA and how electricity is part of the agreement. Mr. Edwards noted some towns left the consortium with disagreement with CRRA due to surcharge to negotiate. Easton's contract ends, so no need to opt-out, and instead Easton chooses to not go forward with CRRA. Electricity is not part of the agreement, but an add-on and only for municipal buildings.

A resident inquired about how agreement will affect Easton, tipping fee, power arrangement, and Redding and Weston participation. Steve Edwards spoke to the 2,000 ton minimum requirement, and Easton's continuation of current method of operations to deliver to the Trumbull Transfer Station. Ed Nagy spoke regarding the four (4) haulers in Easton and billing arrangements with tight cash flow for invoice and payment. Steve Edwards discussed interrelationships between towns, no significant issues or surcharges in the last 5 years, and Direct Energy generation and distribution to UI. Redding and Weston participate in the Housatonic Valley.

An Easton resident clarified the vote for formation of a committee with authority to execute and spoke regarding renewable sources of energy and political motions at the state level. Steve Edwards noted that the committee will negotiate terms of contract, and contract execution is through the committee. Town may review.

Resident commented on the "tipping fee" which is the cost per drop for refuse, fee over scale. Steve Edwards noted that the committee of towns is made of the CEO of each municipality or the designated agent. The voting power of towns is based on a formula, which includes population as an input. Other towns may join the organization moving forward.

No further public comment or questions.

The Moderator noted that Town Meeting is not voting on entering into the contract, but voting on authorization of entry into the consortium.

MOTION:

The Moderator called for a motion. Jeff Gombos moved and Bill Freeman seconded a motion to approve the town meeting to authorize entry of Easton into the committee as further described in the "Greater Bridgeport Regional Solid Waste Agreement." Motion carried unanimously by voice vote. A copy is attached of the "Greater Bridgeport Regional Solid Waste Interlocal Agreement" dated Draft 12/15/2013.

Item 2: Discuss and take possible action on the acceptance of open space as shown on Subdivision Map #1747 of Lot #2 of 1.10 acres.

Dori Wollen, member of the Conservation Commission commented on the location of the property bordered by Congress Street and Morehouse Road. The Conservation Commission recommends acceptance.

Public Comment:

A resident asked who owns the property. Prizio donated to the Town of Easton.

A resident asked if there was a negative impact to the town for taxes. Ms. Wollen commented that is it not buildable property. This is a donation, and off the tax records of the town.

MOTION:

The Moderator called for a motion. Steve Edwards moved and Grant Monsurat seconded the motion on the acceptance of open space as shown on Subdivision Map #1747 of Lot #2 of 1.10 acres. Motion carried unanimously by voice vote. A copy of Map #1747 is attached.

Bill Kupinse called to adjourn the meeting. Dori Wollen moved and Scott Centrella seconded the motion. Motion carried unanimously, and the meeting adjourned at 8:45 p.m.

Respectfully submitted,
Christine Halloran, Easton Town Clerk

RECEIVED

2014 FEB - 5 A. 8:33 on calendar @ 8:35 3 of 3
John Best
TOWN CLERK

**GREATER BRIDGEPORT REGIONAL SOLID
WASTE INTERLOCAL AGREEMENT**

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**Greater Bridgeport Regional Solid Waste
Interlocal Agreement**

THIS AGREEMENT, dated as of January 1, 2014, is by and among the Municipalities signatory to this Agreement ("Municipalities").

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Solid Waste Committee (the "Committee") as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal solid waste to one or more resources recovery facilities with which the Committee contracts (each, a "Facility"), and the purchase of electric power if the terms of such delivery include the supply of electric power.

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

Town of Bethany
City of Bridgeport
Town of Easton
Town of Fairfield
City of Milford
Town of Monroe
Town of Orange
Town of Stratford
Town of Trumbull
Town of Westport
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal solid waste to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2034, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be January 1, 2014.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL SOLID WASTE COMMITTEE. The "Greater Bridgeport Regional Solid Waste Committee" is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2014. New officers shall be elected annually at the December meeting and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal solid waste to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand, as it shall determine in its discretion to be in the best interests of the Municipalities as a whole. Each contract shall be for a term the Committee shall determine, but

shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal solid waste to a Facility, which obligation may be in the form of (i) a commitment of a Municipality to deliver all municipal solid waste under its control, (ii) a commitment to deliver tonnage from particular sources or classes of sources (such as residential or commercial), or (iii) some combination of the foregoing. The Committee is authorized to determine, by resolution or in the contract, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal solid waste to the Facility, and shall be the authorized representative of each Municipality for purposes of any such contract including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees directly between the operators of the Facility and a Municipality;

(ii) Arrangements for the delivery of electric power by the Facility to the Municipality, and billing and payment of electric power purchase payments directly between the operators of the Facility and a Municipality, or payment in the form of a credit against tipping fees, provided that the Committee shall not commit a Municipality for the delivery of electric power if such commitment shall be in violation of any existing electric power purchase agreement by the Municipality of which the Committee has been given written notice; and/or

(iii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Municipality.

(b) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and

distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(c) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal solid waste at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the population of the Municipality from which the representative is appointed (dividend) by the total population of all Municipalities (divisor), multiplied by 100; and

(iii) Dividing the sum of (*a) and *(b) by two.

(iv) The resulting number shall be rounded to the nearest whole number.

(v) The most recent available federal decennial census shall be used in the above computations.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total membership votes.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. The Committee shall give notice of such expense budget to the Authority, which shall include such budgeted expense amount as the Committee's Administrative Fee under its contracts with the Municipalities.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities.

A member Municipality may withdraw from the Committee as of right on June 30, 2024 or June 30, 2029, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities. The approval of a request to withdraw shall not be unreasonably withheld, but such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any contract for delivery of municipal solid waste then in effect.

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the Town of Bethany, Connecticut:

The Town of Bridgeport
Town Hall
40 Peck Rd.
Bethany, Connecticut 06524
Attention: First Selectman

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 124
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton
Town Hall
225 Center Road
Easton, Connecticut 06612
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield
Town Hall
611 Old Post Road
Fairfield, Connecticut 06430
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford
City Hall
Milford, Connecticut 06460
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468
Attention: Town Manager/First Selectman

To the Town of Orange, Connecticut:

The Town of Orange
Town Hall
617 Orange Center Road
Orange, Connecticut 06477
Attention: First Selectman

To the City of Stratford, Connecticut:

The City of Stratford
Stratford Town Hall
2725 Main Street
Stratford, Connecticut 06497
Attention: Town Manager

To the Town of Trumbull, Connecticut:

The Town of Trumbull
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
Attention: First Selectman

To the Town of Westport, Connecticut:

The Town of Westport
Town Hall
110 Myrtle Avenue
Westport, Connecticut 06880
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge
Town Hall
11 Meetinghouse Lane
Woodbridge, Connecticut 06525
Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval
By Legislative Body:

Town or City

TOWN OF BETHANY

By: _____
Its: _____

CITY OF BRIDGEPORT

By: _____
Its: _____

TOWN OF EASTON

By: _____
Its: _____

TOWN OF FAIRFIELD

By: _____
Its: _____

CITY OF MILFORD

By: _____
Its: _____

TOWN OF MONROE

By: _____
Its: _____

TOWN OF ORANGE

By: _____
Its: _____

TOWN OF STRATFORD

By: _____
Its: _____

TOWN OF TRUMBULL

By: _____
Its: _____

TOWN OF WESTPORT

By: _____
Its: _____

TOWN OF WOODBRIDGE

By: _____
Its: _____