



OFFICE OF THE MAYOR • TOWN OF PROSPECT, CT 06712-1699
 ROBERT J. CHATFIELD, MAYOR
 758-4461
 WWW.TOWNOFPROSPECT.COM

4/30/2020/1 Revised

April 30, 2020

Mr. Jeffrey Slapikas, Chair
 Prospect Town Council
 36 Center Street
 Prospect, CT 06712

Dear Chair Slapikas:

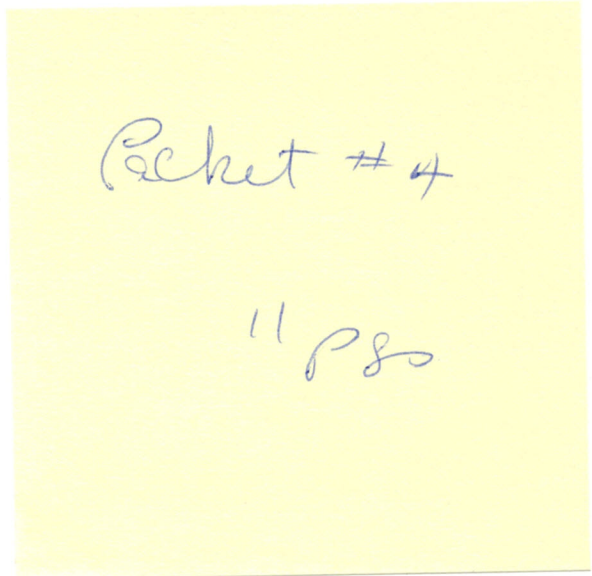
I respectfully request the following transfer from Ice and Snow Maintenance:

TO:


#5250-02	Assessor Supplies	\$500.00
#6100-07	Town Bldgs. Con. Maint.	7000.00
#6950-00	Solid Waste Custodians	5850.00
	TOTAL	\$13,350.00

FROM:

#7053-02	Ice & Snow Maint.	\$13,350.00
	TOTAL	\$13,350.00



Thank you for your assistance in this matter.

Very truly yours,

 Robert J. Chatfield
 Mayor

Jeffrey Slapikas
 Chair



Attn: Mayor Chatfield - Proposed BRRFOC Inter-community agreement

Mark Bobman <mbobman@brrfoc.org>

Mon 5/11/2020 9:24 AM

To: Town of Prospect <info@townofprospect.org>

 2 attachments (79 KB)

Sample Resolution Regarding 2020 BRRFOC Inter-Community Agreement.doc; BRRFOC ICA 050820 distributed.docx;

Please find attached the new Inter-community Agreement and suggested resolution for the Town of Prospect. Kindly contact me when you are prepared to present the Agreement to your legislative body for adoption, and feel free to forward any questions or concerns about the process.

Mark Bobman

Executive Director, BRRFOC

(860) 620-3992

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL OR CHIEF
EXECUTIVE OFFICER TO ENTER INTO RESTATED INTER-COMMUNITY
AGREEMENT REGARDING THE BRRFOC**

WHEREAS, Conn. Gen. Stat. Section 22a-221 grants all municipalities of the State of Connecticut with the authority to enter into inter-community agreements to manage municipal solid waste; and

WHEREAS, in accordance with that statutory authority, the Resource Recovery Facility Operating Committee (the "BRRFOC") was formed pursuant to the 1985 Inter-Community Agreement between the municipalities of Berlin, Branford, Bristol, Burlington, Hartland, New Britain, Plainville, Plymouth, Prospect, Seymour, Southington, Warren, Washington, and Wolcott (the "Municipalities"),

WHEREAS, the 1985 Inter-Community Agreement has been amended from time to time,

WHEREAS, the Municipalities are currently jointly engaged in the disposing of solid waste and managing recyclables pursuant to the Municipal Solid Waste Disposal and Recycling Services Agreement ("MSW & Recycling Agreements") and dated December 21, 2012 as amended; and

WHEREAS, the Municipalities desire to continue contractual relationships to provide the residents and businesses of their municipalities with solid waste disposal services in their capacity as members of the BRRFOC by way of a newly restated inter-community agreement.

NOW THEREFORE BE IT RESOLVED, that the [TOWN/CITY of] having complied with all of its municipal and other applicable requirements to enter into the newly restated inter-community agreement, authorizes its chief elected official or chief executive officer to execute the agreement and to do such other lawful things as are necessary to enter into the agreement on behalf of the [TOWN/CITY of].

[Appropriate Signature and Date Lines to be Added]

INTER-COMMUNITY AGREEMENT BETWEEN THE CITIES AND TOWNS OF BERLIN, BRANFORD, BRISTOL, BURLINGTON, HARTLAND, NEW BRITAIN, PLAINVILLE, PLYMOUTH, PROSPECT, SEYMOUR, SOUTHLINGTON, WARREN, WASHINGTON, AND WOLCOTT, each a municipality and political subdivision of the State of Connecticut ("Municipality" and, together, the "Municipalities")

This INTER-COMMUNITY AGREEMENT ("Agreement"), is a successor to, and replacement of the 1985 Inter-Community Agreement as amended, which established the Resource Recovery Operating Committee (a/k/a BRRFOC), and by and between the Municipalities after execution on behalf of the Municipality on or before _____, 2020.

WITNESSETH

WHEREAS, Conn. Gen. Stat. Sections 7-339a-l et. seq. grant to BERLIN, BRANFORD, BRISTOL, BURLINGTON, HARTLAND, NEW BRITAIN, PLAINVILLE, PLYMOUTH, PROSPECT, SEYMOUR, SOUTHLINGTON, WARREN, WASHINGTON, and WOLCOTT, the "Municipalities" the power and authority to establish by ordinance and regulation the means to carry out the duties, responsibilities and legal obligations of municipal government; and

WHEREAS, Conn. Gen. Stat. Section 22a-221 grants municipalities the authority to enter into inter-community agreements for purposes of establishing an Operating Committee; and

WHEREAS, in accordance with that statutory authority, the Resource Recovery Facility Operating Committee (the "BRRFOC") was formed pursuant to the 1985 Inter-Community Agreement, as subsequently amended from time to time and binding the respective Municipalities with respect to constructing and operating the Bristol Resource Recovery Facility under a service agreement which expired in June 2014; and

WHEREAS, the Municipalities desire to continue their participation in an inter-community agreement as members of the BRRFOC tasked by the State with the responsibility for managing solid waste generated within their respective Municipalities; and

WHEREAS, the Municipalities are jointly engaged in the disposing of solid waste and managing recyclables pursuant to the Municipal Solid Waste Disposal and Recycling Services Agreement ("MSW & Recycling Agreements") and dated December 21, 2012 as amended; and

WHEREAS, the Municipalities now comprise the Bristol Facility Policy Board pursuant to Section 1.7 of the MSW & Recycling Agreements; and

WHEREAS, the Municipalities desire to continue contractual relationships to provide the residents and businesses of their municipalities with solid waste disposal services in their capacity as members of the BRRFOC.

NOW THEREFORE, subject to the terms and conditions printed below, the Municipalities agree:

ARTICLE I: Authority for Agreement; Effective Date; Duration; Withdrawal

1-1. This Agreement is entered into pursuant to Conn. Gen. Stat. Sections 7-339a-7-339l inclusive, as amended.

1-2. The effective date of this Agreement shall coincide with that date on which the Agreement is ratified by five or more Municipalities pursuant to Conn. Gen. Stat. Section 7-339c.

1-3. The term of this Agreement shall be from the effective date to December 31, 2034, unless otherwise terminated pursuant to the terms of this agreement or extended in accordance with an amendment to this Agreement approved by Conn. Gen. Stat. Sections 7-339a-7-339l or such other enabling legislation adopted by the General Assembly after the effective date of this Agreement.

1-4. Any municipality that is a party to the Agreement may, by vote of its legislative body prior to June thirtieth in any year, elect to withdraw from this Agreement. The effective date of the withdrawal ("Effective Date") shall be the first day of the fiscal year (July first) that immediately follows the lapse of one year (365 days) from date of receipt of a notice of withdrawal from the withdrawing municipality. Such withdrawal shall not relieve the withdrawing municipality from any liability or obligation it incurred up to and through the Effective Date.

1-5. Unless two or more Municipalities opt to continue this Agreement in accordance with the provisions of this section, the withdrawal of five or more of the Municipalities shall terminate this Agreement as of the Effective Date of withdrawal, as defined in Section 1-4 above. Upon termination of this Agreement, any operating assets shall be distributed among the constituent municipalities in accordance with their proportionate shares for the year in which the agreement is terminated, as established by Article V hereof and any capital assets shall be distributed between the constituent municipalities in the same ratio in which they were purchased. If one or more of the Municipalities wishes to continue operations of the BRRFOC, it will compensate the other municipality for its share of the assets based on the depreciated values as determined by the most recent audit. The amount may be paid over the remaining years of the agreement, or as determined by a duly called vote approved by a majority of the Municipalities that are parties to the Agreement at the time of the of the termination, whichever occurs sooner. Termination of this Agreement shall not affect obligations of any Municipality established under the MSW & Recycling Agreements, including participation in the Bristol Facility Policy Board.

ARTICLE II: Powers of the BRRFOC

2-1. In order to furnish or provide for the joint use or benefit of the Municipalities services, personnel, facilities, equipment, or any other property or resources associated with management and disposal of solid waste generated by the municipalities, with the pledge of the full faith and credit of the Municipalities, the BRRFOC shall have the following powers and obligations:

- a. To provide for the residents and businesses of the Municipalities management and other services including but not limited to personnel, facilities, equipment

- and any other property or resources needed to carry out collection and disposal of Mixed Municipal Solid Waste and Municipal Solid Waste, Household Hazardous Waste and recyclables subject to available appropriations authorized in the BRRFOC's annual operating budget.
- b. Ensure accurate reporting of deliveries of Acceptable Solid Waste, Acceptable Recyclables, Household Hazardous Waste, or other materials and provided by one of more of the Municipalities, a facility, or a contractor to the BRRFOC, subject to the reasonable accuracy of such information and in the possession of the BRRFOC in a timely fashion .
 - c. In conjunction with reporting of deliveries noted above, confirm the proper amounts allocated to the Municipalities as the "Electrical Revenue Share" (Section 3.1 (d) of the MSW & Recycling Agreements as amended) conform with waste delivery receipts at one or more of the Designated Facilities utilized by Covanta Bristol, Inc. or its assignee.
 - d. To perform calculations to establish the "Annual Reserved Capacity", the "Monthly Capacity Limit", and similar contractual parameters established within the MSW & Recycling Agreements.
 - e. To act as agent on behalf of the Municipalities with respect to prescribed responsibilities of the Bristol Facility Policy Board, as stipulated in the Section 1.7 of the MSW & Recycling Agreements to the extent such activity conforms with applicable laws of the State of Connecticut.
 - f. To undertake such obligations on its behalf or as agent on behalf of the Municipalities pursuant to any subsequent contract regarding the provision of solid waste disposal and recycling services when and if the Solid Waste Disposal and Recycling Agreement expires or is terminated.
 - g. Adhere to and administer outstanding obligations of the BRRFOC, including but not limited to retaining staff employed as of the date of this Agreement, commitments for employee benefits, vacation, holiday and sick leave, and severance payments.
 - h. Manage reserve funds, prepare and distribute financial reports as required by statute including those required by Conn. Gen. Stat. Sections 4-230 through 4-236 and Sections 7-391 through 7-397, and manage retention of documents in accordance with Conn. Gen. Stat. Section 11-8(a).
 - i. To employ staff, fix their duties and determine their compensation within appropriations established in the annual operating budget.
 - j. To retain by contract or employ counsel, auditors, engineers, private consultants, and advisers.
 - k. To engage legal counsel for purposes of preserving contractual services and advocating for and defending the interests of the BRRFOC Municipalities.

- l. To purchase, lease or rent and hold in its name such real and personal property as it may deem necessary, convenient, or desirable.
- m. To contract with municipalities, municipal, state, and regional authorities, and state and federal agencies to provide and/or receive waste management services in accordance with the provisions of this Agreement.
- n. To accept gifts or grants of funds, property, or services from any source, public or private, subject to the provisions of this Agreement, with the terms and conditions thereof.
- o. To exercise any authority expressly granted to an operating committee by statute including those granted by Conn. Gen. Stat. Section 7-339l.

ARTICLE III: BRRFOC Governance

3-1. The policy-making legislative body of BRRFOC shall be its Policy Board.

3-2 Composition of the Policy Board. The Policy Board shall consist of one (1) representative from each of the Contracting Communities, which representative shall be, in the case of each Contracting Community, the chief executive officer or designee of the chief executive officer.

3-3 Term of Policy Board Members. Each member of the Policy Board shall serve until a successor is chosen by the legislative body the Municipality, and in the case of a member who is the designee of any chief executive officer, by the chief executive officer of the Municipality

3-4. Policy Board Meetings.

- a. Annual Meeting. An annual meeting shall be held during the month of November, or at the earliest time thereafter when a quorum is convened at a duly called meeting at which time it shall elect officers, adopt or ratify bylaws of the Policy Board, adopt a schedule of regular meetings until the next annual meeting and conduct such other business put before the Policy Board. The bylaws attached hereto and incorporated herein shall be the bylaws of the Policy Board and shall remain effective until the next annual meeting following the Effective Date of the Agreement.
- b. Regular meetings shall be held in accordance with the schedule of meetings adopted at the Annual Meeting.
- c. Special meetings may be called at any time by the President or by written petition signed by seven members of the Policy Board and filed with the Secretary.
- d. Notice of meetings shall be provided in accordance with the Connecticut Freedom of Information Act, Title 1, Chapter 14 of the Connecticut General Statutes ("FOIA"). Unless prohibited by the FOIA, in addition to any requirement of notice imposed by the FOIA, the Secretary shall notify members of meetings by mail or electronic mail notice thereof pursuant containing the date, time, and place thereof and a proposed agenda therefor. Except in the case of an emergency, the notice should be sent not more than twenty (20) nor less than seven (7) days before the meeting date. In the case of an emergency, notice of a meeting Policy Board shall be deemed adequate if given to each

member either orally or by electronic mail or physical delivery at least forty-eight (48) hours before said meeting.

- e. To the extent permitted by the law, the members of the Policy Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment.
- f. Minutes of all meetings of the shall be taken and mailed by the Secretary or the Executive Director to all members not later than two (2) weeks after each meeting and filed in accordance with any requirements of the FOIA.

3-5 Quorum. At any meeting of the Policy Board a majority of the members will constitute a quorum for the transaction of business. In the event of a quorum not being present, a lesser number may adjourn the meeting to some future time.

3-6 Voting. Except as otherwise provided by the Bylaws, the vote of a majority of the members present is required to approve any motion.

ARTICLE IV: BRRFOC Executive Officer

4.1 Executive Director. The Executive Director engaged by the Policy Board shall be the chief executive officer of BRRFOC, and in his or her absence, the acting President shall fulfill that position.

4-2. The Executive Director shall represent the interests of the Participating Municipalities with regard to the Agreement. The Executive Director shall be responsible for preparing executing the day to day management of BRRFOC including the preparation of agendas and minutes of Policy Board meetings and related administrative duties, preparation and presentation of a proposed budget to the Policy Board, providing quarterly financial statements to the Policy Board, serving as liaison for the Municipalities and assist with matters of environmental compliance, solid waste management, advocacy, and related tasks supporting the efforts of chief executive officers of the Municipalities.

Article V Budget, Revenues and Expenditures

5-1. The Policy Board shall adopt an annual operating budget prior to the start of the Fiscal Year which shall contain estimated expenditures and income for the next fiscal year and may include estimated surpluses and reserves for capital and nonrecurring expenditures.

5-2 The Municipalities shall pay their proportionate share of costs and current expenses necessary for the operation and management of the BRRFOC as delineated in the adopted Fiscal Year operating budget. The costs and expenses of furnishing and providing the services, personnel, facilities, equipment, other property or resources shall be prorated based upon the proportion of each town's residential municipal solid waste delivered in the immediately preceding calendar year for the subsequent Fiscal Year Annual Budget, or prorated as otherwise determined by the Policy Board, which shall fix the date or dates of payment of such costs and expenses during each fiscal year. The Policy Board may provide special, out of the ordinary services as requested by a constituent municipality, provided the cost of such services is borne entirely by said municipality.

5-3. Expenditures of the BRRFOC shall not exceed the funds allocated by the approved budget. The BRRFOC may receive funds from the Municipalities for necessary expenditures. The BRRFOC may transfer any unexpended balance of any line item or items included in the budget to any other line item or items.

5-4. The fiscal year of the BRRFOC shall begin on July 1, and end on June 30 of the following calendar year.

ARTICLE VI: Miscellaneous

6-1. Arbitration: All disputes between the parties to this Agreement shall be first mediated and if not resolved, arbitrated. Either party can ask for mediation in which case arbitration of the dispute shall be deferred until the mediator determines an impasse has been reached. Arbitration may be done under the auspices of a private alternative dispute resolution organization located within Middlesex or Hartford Counties and all costs and expenses of the arbitration shall be awarded by the arbitrator. All decisions of the arbitrator shall be binding and final and not subject to appeal to the courts of Connecticut. All expenses of mediation shall be borne equally by the parties.

6-2. Indemnification: Each constituent municipality shall obtain indemnification of itself and the officials, including any designee as defined by Section 3-2 of this Agreement, officers or employees hereunder, to the extent required by Conn. Gen. Stat. Sec. 7-101a by means of insurance or otherwise against any losses, damages, or liabilities arising out of the receiving, obtaining, furnishing, or providing of services, personnel, facilities, equipment, or any other property, or resources, pursuant to this Agreement.

6-3. Separability: If any provision, Section, Article or clause of this Agreement, or the application of any such provisions, Section, Article or clause, to any person, or circumstances, shall for any reason be held invalid, the remainder of this Agreement shall not be affected thereby and the application of such provision, Section, Article, or clause to persons, or circumstances, other than those as to which it shall have been held invalid, shall not be affected thereby.

Article VII Definitions

As used in this Agreement, the following terms shall be given the meanings as defined herein:

“Acceptable Recyclables” means items designated as items required to be recycled under regulations adopted by the Commissioner of Energy and Environmental Protection pursuant to Conn. Gen. Stat §22a-241b or as otherwise required to be recycled by statute.

“Acceptable Solid Waste” means mixed household solid waste and commercial solid waste generated within the boundaries of one or more of the Municipalities (including trash, refuse and garbage), other than Recyclable Materials, which has the characteristics of Solid Waste and which is (i) normally collected or disposed of by householders or other residents and by churches, schools and other municipal buildings (which for purposes of this Agreement shall be deemed to

be household waste) or by commercial businesses, and (ii) permitted under then Applicable Law to be accepted at the Delivery Point, processed at the Designated Facility and/or disposed of at a Landfill, and which is not Unacceptable Waste or Recyclable Materials or Acceptable Bulky Waste.

“Agreement” means this Inter-community agreement between the Municipalities.

“Bristol Resource Recovery Facility Operating Committee” or “BRRFOC” shall mean the political subdivision of the state of Connecticut formed by the Municipalities pursuant to this Agreement and Conn. Gen. Stat. Sections 7- 339a-1 and 22a-221a.

“Conn. Gen. Stat.” shall mean the Connecticut General Statutes.

"Costs" shall mean all costs, or expenses, which are, or shall be incurred by the BRRFOC, or its employees and agents, under this Agreement, in connection with the receiving, obtaining, providing, or furnishing of services, personnel, facilities, equipment, other property or resources, or the performance of any of the functions or activities contemplated by this Agreement.

"Inter-community agreement" means the agreement dated as of August 1, 1985, by and among the towns and cities of Bristol and New Britain and the towns of Berlin, Burlington, Plainville, Plymouth, Southington, and Washington, as such agreement has been amended to include the towns of Wolcott, Warren, Hartland, Branford, Seymour, and Prospect and subsequently amended from time to time.

“Hazardous Waste” means any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics is deemed to be a hazardous waste pursuant to Conn. G.S. § 22a-115 and Regulations of Connecticut State Agencies § 22a 449(c)-101. With regard to materials or substances which are not Hazardous Waste as of the Effective Date of this Agreement, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine, that such materials or substances are hazardous, then such materials or substances shall be considered Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

“Mixed Municipal Solid Waste” means municipal solid waste that consists of mixtures of solid waste which have not been separated at the source of generation or processed into discrete homogeneous waste streams such as glass, paper, plastic, aluminum or tire waste streams provided such wastes shall not include any material required to be recycled pursuant to section 22a-241b of the Connecticut General Statutes.

"Municipalities" shall mean the Cities and Towns of Berlin, Branford, Bristol, Burlington, Hartland, New Britain, Plainville, Plymouth, Prospect, Seymour, Southington, Warren, Washington, and Wolcott.

“Municipality” shall mean any single one of the Municipalities.

“Municipal Solid Waste” means solid waste from residential, commercial, and industrial sources.

“Policy Board” means the legislative body of the BRRFOC constituted by the Municipalities to consider matters relating to this Agreement.

“Recycling” means the processing of solid waste to reclaim materials there from.

“Recycling facility” means land and appurtenances thereon and structures where recycling is conducted, including but not limited to, an intermediate processing center as defined in section 22a-260 Connecticut General Statues.

“Solid Waste” means unwanted or discarded solid, liquid, or semisolid or contained gaseous material excluding solid waste consisting of incidental amounts of recyclable solid waste, significant quantities of hazardous waste as defined in section 22a-115 of the Connecticut General Statues, land clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal.

[signature lines to be included]