

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, March 1, 2016

Council Chambers, Wolcott Town Hall

7:00 p.m.

Page 1 of 5

MINUTES

Note: These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Valletta called the meeting to order at 7:00 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Francis Masi, Roger Picard, George Phelan, Jeffrey Slavin, Rachel Wisler, Joseph Membrino and Donald Charette Sr.

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Thomas G. Dunn; Linda R. Bruce, Municipal Finance Officer; Anthony Marino, Treasurer; et al.

APPROVAL OF MINUTES:

- Regular Meeting – February 16, 2016

Upon **MOTION** by Jeffrey Slavin, seconded by Roger Picard, it was unanimously voted to **approve** the minutes of the Regular Meeting held on February 16, 2016.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

CORRESPONDENCE (on file):

1. Finance Office Transfers, submitted by Linda Bruce
2. Submitted by Mayor Dunn, Background Paper Pertaining to Second Amendment to Municipal Solid Waste Disposal & Recycling Services Agreement
3. Letter dated February 24th from Linda Bruce Regarding Request for Bid Waiver for Actuarial Valuation Services for Other Post-Employment Benefits (OPEB) (letter to Mayor Dunn regarding same attached)
4. Treasurer's Report dated March 1, 2016
5. Copy of Letter dated February 26th from Linda Bruce to Mayor Dunn, Addendum to Actuarial Valuation Services for Other Post-Employment Benefits (OPEB)

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MINUTES

-
6. **Proposed Resolution (#406) to Authorize the Mayor to Execute the Second Amendment to the Municipal Solid Waste Disposal & Recycling Services Agreement on behalf of the Town of Wolcott (also attached: Email dated February 26th from Mark Bobman, Executive Director BRRFOC, Regarding Second Amendment & Copy of Proposed Second Amendment)**

MAYOR'S REPORT:

Mayor Dunn advised that he does not have a report this evening.

A question and answer period was held during which discussion followed regarding the following:

- The Town only had one power outage from last week's storm; the Town has been doing a good job cutting back trees and dead limbs
- Winter storm expenditures: better than last year, but there were still a lot of call outs; they will have the final numbers at a later date
- LED lighting changeover is in process; Eversource provided the numbers and the audit is going on right now
- Stanley Street situation: cars are driving on private property to get around barrier; it is bad situation and the answer is probably redesigning Woodtick Road; lengthy discussion was held with respect to various solutions including speed bumps

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported the following:

- Finance continues to work with the Mayor, Department Supervisors, and Commission Chairs on the 2016/2017 fiscal year proposed expenditure budget
- They are anxiously waiting for the final State of CT revenue projections for municipalities; no one knows how that is going right now
- They have experienced a projected \$83,276.00 reduction in state revenue for the current fiscal year; the posted reductions are a result of two State of CT budget items; the first is the result of the lack of State of CT projected budget savings that were identified by the MORE Commission (Municipal Opportunities & Regional Efficiencies Commission); the second resulted from the deficit mitigation package approved in December by the State Legislature
- The reductions to date include \$2,076 to the State Pilot Program, \$75,313 in ECS revenue, and \$5,887 in public school transportation
- She is monitoring General Government expenditures to mitigate the posted State of CT revenue reductions to the Town of Wolcott
- She submitted transfers for approval

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MINUTES

A **MOTION** was offered by Francis Masi, seconded by Donald Charette, to **approve** the transfers within in Fund 31- Farmingbury Hills Commission, totaling \$14,500.00 (**see attached**).

Several inquiries were made with respect to the above transfers, at which time Mrs. Bruce explained the reasons for them. Overtime was due to the extended season last year and an early opening this year and other line items require transfers due to the same reason; the golf course is expected to open on March 9th. She further explained that throughout General Government there are now additional State of CT requirements for water testing and internet services are required at Farmingbury so that they can access the financial system and run their own reports.

Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.

TREASURER'S REPORT:

Anthony Marino came forward, at which time he referenced his Treasurer's Report dated 03-01-16 which was submitted in Council packets. Mr. Marino proceeded to review the report for the Council and discussed the following topics contained therein (**full report attached**).

- **Markets**
- **CD Investments**
- **Stif Investments**
- **BOE Follow the Money Chart**
- **Pension Status Update**

Mr. Marino requested to be placed on the agenda of the next Finance Sub-Committee meeting.

SUB-COMMITTEE/LIAISON REPORTS:

Interview Committee for MFO: Mrs. Wisler reported that they have been meeting with respect to the replacement of the Municipal Finance Officer; no decisions have been made yet. They are gathering information and criteria at this point.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

1. **Discussion & Possible Action on Second Amendment to Municipal Solid Waste Disposal & Recycling Services Agreement**

Mayor Dunn came forward and referenced the background papers, resolution, and full

WOLCOTT TOWN COUNCIL

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MINUTES

amendment submitted to the Council (**see attached**). That information details the complex issues that the Bristol Facility Policy Board must deal with. Covanta Bristol is where 14 communities haul their trash to and Wolcott is one of them. Mayor Dunn gave a detailed explanation as to what the amendment actually means and outlined many of the issues that they face. What they don't have control over is the commercial waste and what each Town or City needs to be concerned with is that they don't exceed their allotted residential tonnage per year. This will happen if they don't get this amendment in place. It will prevent their residential cost per ton to increase.

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Donald Charette, to **adopt** the following resolution (#406): TOWN OF WOLCOTT RESOLUTION REGARDING SECOND AMENDMENT; NOW, THEREFORE, Mayor Thomas G. Dunn is authorized to execute the Second Amendment to the Municipal Solid Waste Disposal and Recycling Services Agreement on behalf of the Town of Wolcott (**full text of resolution attached**).

A question and answer period followed and discussion was held with respect to recycling, logistics, types of materials that cannot be hauled anymore, and specific pricing. Mayor Dunn stated that he would like to organize a visit to Covanta with himself and the Council Members so that he can show them how it works.

Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.

2. Discussion & Possible Action to Waive Public Bidding Procedures for Actuarial Valuation Services for Other Post-Employment Benefits (OPEB) & Proposed Fee Schedule

Upon **MOTION** by Rachel Wisler, seconded by Jeffrey Slavin, it was unanimously voted to **Waive** Public Bidding Procedures for Actuarial Valuation Services for Other Post-Employment Benefits (OPEB) & Proposed Fee Schedule (**see attached**).

ITEMS FOR NEXT AGENDA:

Chairman Valletta advised that if anyone has any items that they should contact himself or the Clerk.

TAXPAYERS' TIME:

No taxpayers came forward.

EXECUTIVE SESSION:

WOLCOTT TOWN COUNCIL

Regular Meeting

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Council Chambers, Wolcott Town Hall

7:00 p.m.

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MINUTES

No Executive Session was held.

ADJOURNMENT:

Upon **MOTION**, by Roger Picard, seconded by George Phelan, it was unanimously voted to **adjourn** the meeting at 7:37 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

David Valletta, Chairman
WOLCOTT TOWN COUNCIL



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

February 25, 2016

David Valletta, Chairman
Wolcott Town Council
10 Kenea Avenue
Wolcott, CT 06716

RE: TRANSFERS WITHIN/BETWEEN DEPARTMENTS – FISCAL YEAR 2015/2016

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am hereby notifying you of the following transfers for Fiscal Year 2015/2016 contained in Schedule A (Fund 31) which is attached hereto and made a part hereof.

If you have any questions, please feel free to contact me.

Sincerely,

Linda R. Bruce,
Municipal Finance Officer

LRB/sh
Enclosures

MAYOR'S ACTION: ...

DATE: February 25, 2016

APPROVED BY: _____

Thomas G. Dunn, Mayor
Town of Wolcott

COUNCIL'S ACTION:

DATE: March 1, 2016

APPROVED BY: _____

Chairman, Wolcott Town Council

**SCHEDULE A
TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 31
2015-2016 FISCAL YEAR - FOR REVIEW ON MARCH 1, 2016**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
FARMINGBURY HILLS COMMISSION - FUND 31				
	TO: 31-5-801-1-1400	Overtime	3,000.00	
	FROM: 31-5-801-1-1311	Rangers		3,000.00
	Reason: To cover overtime for the balance of the Fiscal Year.			
	TO: 31-5-801-3-3450	Water System Main Testing	2,600.00	
	31-5-801-4-4100	Electricity	2,900.00	
	31-5-801-4-4710	Tele-Communications	2,000.00	
	31-5-801-4-4911	Lighting-Parking	100.00	
	FROM: 31-5-801-2-2120	Medical Insurance		1,000.00
	31-5-801-4-4105	Fuel, Heating		3,000.00
	31-5-801-4-4400	Maint-Equip/Reel Sharpening		2,000.00
	31-5-801-4-4410	Maint-Carts		1,500.00
	31-5-801-4-4900	Liability Insurance		100.00
	Reason: To cover costs for the balance of the Fiscal Year.			
	TO: 31-5-801-4-4420	Maint/Repair & Misc Supplies	3,000.00	
	31-5-801-4-4600	Custodial Club House	900.00	
	FROM: 31-5-801-4-4900	Liability Insurance		3,900.00
	Reason: To cover costs for the balance of the Fiscal Year.			
TOTAL TRANSFERS - FUND 31			14,500.00	14,500.00

TOWN of WOLCOTT

REQUEST FOR TRANSFER

DATE: 02/10/2016

REQUESTOR: Paul Garland

DEPT.# 801

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>31-5-801-1-1400</u>	<u>Overtime</u>	<u>3,000.00</u>
	<u> </u>	<u> </u>	<u> </u>
FROM	<u>31-5-801-1-1311</u>	<u>Rangers</u>	<u>3,000.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
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	<u> </u>	<u> </u>	<u> </u>

ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE THAT ALL INFORMATION IS COMPLETE & ACCURATE

The reasons the "to" account(s) are exhausted:
Account is not exhausted.

Transfer is needed for:
To cover costs for balance of Fiscal Year.

The effect on the "from" account(s):
No effect.

APPROVAL L. Bruce FINANCE OFFICE USE DATE:..... 2/24/2016

TOWN of WOLCOTT

REQUEST FOR TRANSFER

DATE: 02/10/2016

REQUESTOR: Paul Garland

DEPT.# 801

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>31-5-801-3-3450</u>	<u>Water System Main Testing</u>	<u>2,600.00</u>
	<u>31-5-801-4-4100</u>	<u>Electricity</u>	<u>2,900.00</u>
	<u>31-5-801-4-4710</u>	<u>Tele-Communications</u>	<u>2,000.00</u>
	<u>31-5-801-4-4911</u>	<u>Lighting-Parking</u>	<u>100.00</u>
FROM	<u>31-5-801-2-2120</u>	<u>Medical Insurance</u>	<u>1,000.00</u>
	<u>31-5-801-4-4105</u>	<u>Fuel, Heating</u>	<u>3,000.00</u>
	<u>31-5-801-4-4400</u>	<u>Maint-Equip/Reel Sharpening</u>	<u>2,000.00</u>
	<u>31-5-801-4-4410</u>	<u>Maint-Carts</u>	<u>1,500.00</u>
	<u>31-5-801-4-4900</u>	<u>Liability Insurance</u>	<u>100.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

Line items were underestimated.

Transfer is needed for:

To cover costs for balance of Fiscal Year.

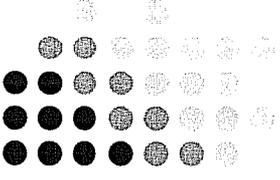
The effect on the "from" account(s):

No effect.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE:..... 2/24/2016



Treasurer's Report
03/01/2016

Success

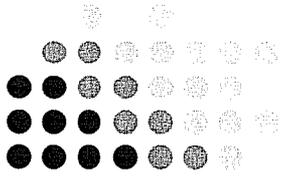
IS

THE SUM OF
SMALL
EFFORTS

Repeated

Day in and Day out

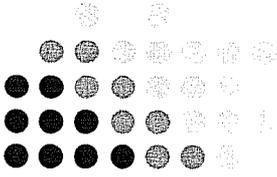




Agenda

- Markets
- CD Investments
- STIF Investments
- BOE follow the Money
- Pension Status Update

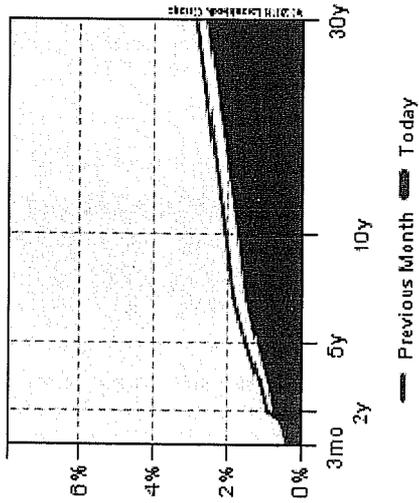




Markets

Today's Market

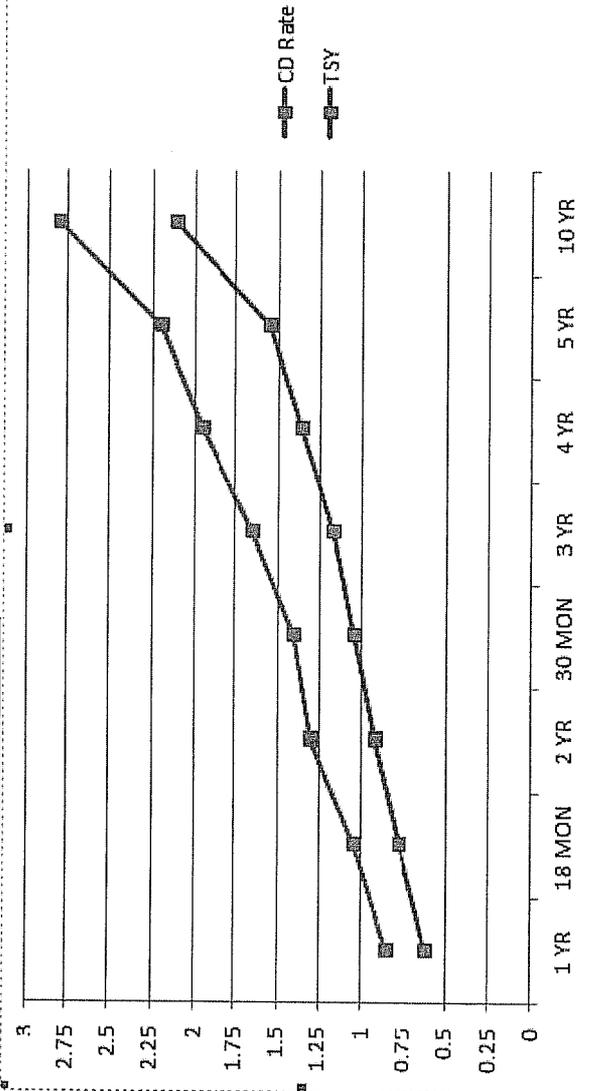
Last Check: 01:48:10 PM ET



US Treasury Type	Today
US 3 MO	0.318
US 6 MO	0.440
US 1 YR	0.510
US 2 YR	0.713
US 3 YR	0.870
US 5 YR	1.182
US 7 YR	1.474
US 10 YR	1.709
US 30 YR	2.572

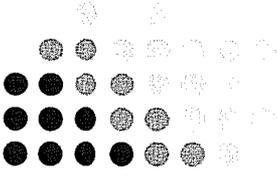
Town of Wolcott Benchmark US 3 mo. Treasury

CD offerings compared to the UST Curve



- CD offerings compared to the UST Curve
- STIF .41%





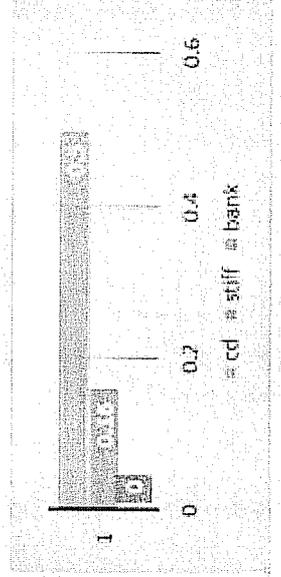
SUMMARY OF CERTIFICATE OF DEPOSIT INVESTMENTS

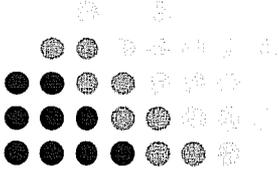
Account	Institution	Maturity Date	% Yield	Amount	estimated annual income	ACT
General Fund	SANTANDER BK	4/22/2015	0.4	\$245,000.00	\$980.00	\$488.00
Sewer Usage Account	BANK BARODA	6/23/2015	0.45	\$245,000.00	\$1,102.50	\$549.74
Water Usage Account	PATRIOT NATL BK	6/30/2015	0.3	\$100,000.00	\$300.00	\$148.77
General Fund	GOLDMAN SACHS BK USA NEW YORK	4/22/2016	0.5	\$245,000.00	\$1,225.00	
General Fund	BANK INDIA NEW YORK	9/22/2106	0.6	\$245,000.00	\$1,470.00	
Sewer Usage Account	BERKSHIRE BK	3/30/2016	0.5	\$245,000.00	\$1,225.00	
General Fund	FirstBank Puerto Rico Santurce PR	10/3/2016	0.6	\$245,000.00	\$1,470.00	
Water Usage Account	ORIENTAL BK & TR	1/10/2017	0.85	\$100,000.00	\$850.00	\$148.00
Totals	TOTALS			\$1,080,000.00	\$6,240.00	\$1,186.51

Total \$ 1,080,000

Will generate 38% more revenue on interest while following the Town of Wolcott investment policy:

- **SAFETY OF PRINCIPAL**
- **LIQUIDITY**
- **YIELD**





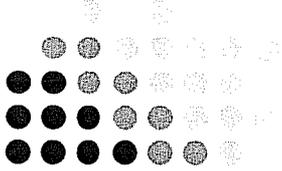
Summary

CONNECTICUT SHORT TERM INVESTMENT FUND

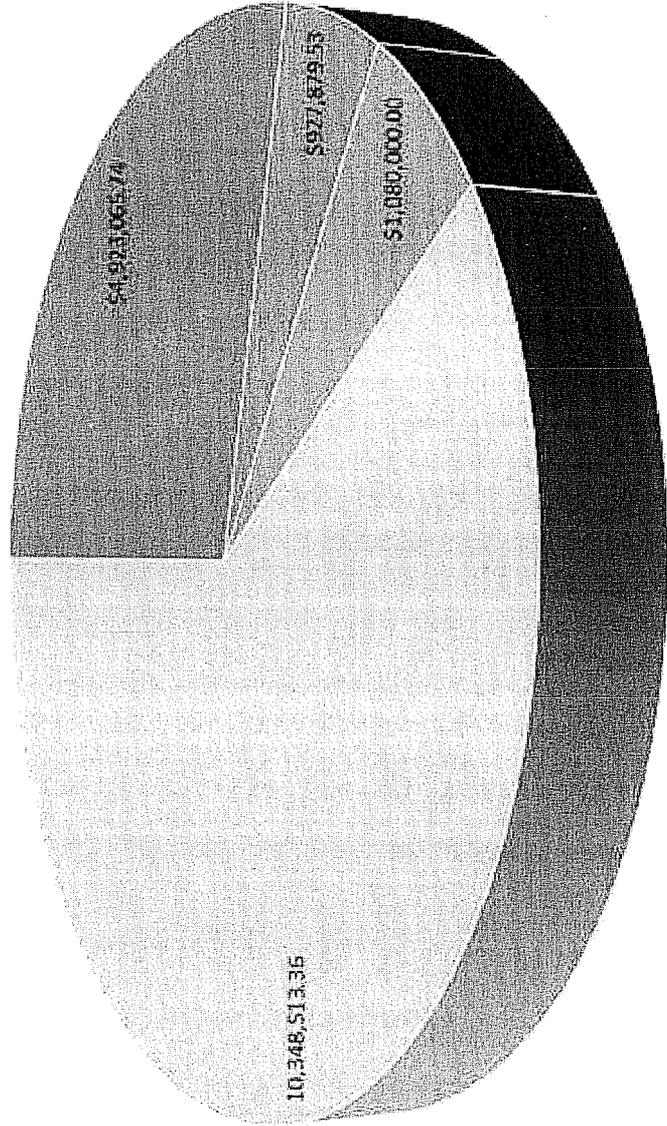
1235586130	LIBRARY DONATION FUND	State of CT Short-Term Investment Fund	2/5/2016	\$12,663.21
1235576070	SEWER USAGE	State of CT Short-Term Investment Fund	2/5/2016	\$274,779.86
1235580520	CAPITAL FUND WOLCOTT	State of CT Short-Term Investment Fund	2/5/2016	\$803.27
1235578490	FHCC CLUBHOUSE	State of CT Short-Term Investment Fund	2/5/2016	\$2,432.28
1235573142	GENERAL FUND INVESTMENT	State of CT Short-Term Investment Fund	2/5/2016	\$4,536,425.15
1235578610	LAND OPEN SPACE	State of CT Short-Term Investment Fund	2/5/2016	\$64,730.34
1235577630	STP UPGRADE	State of CT Short-Term Investment Fund	2/5/2016	\$31,231.63
				\$4,923,065.74

The fund earned an average annualized yield of .40 percent





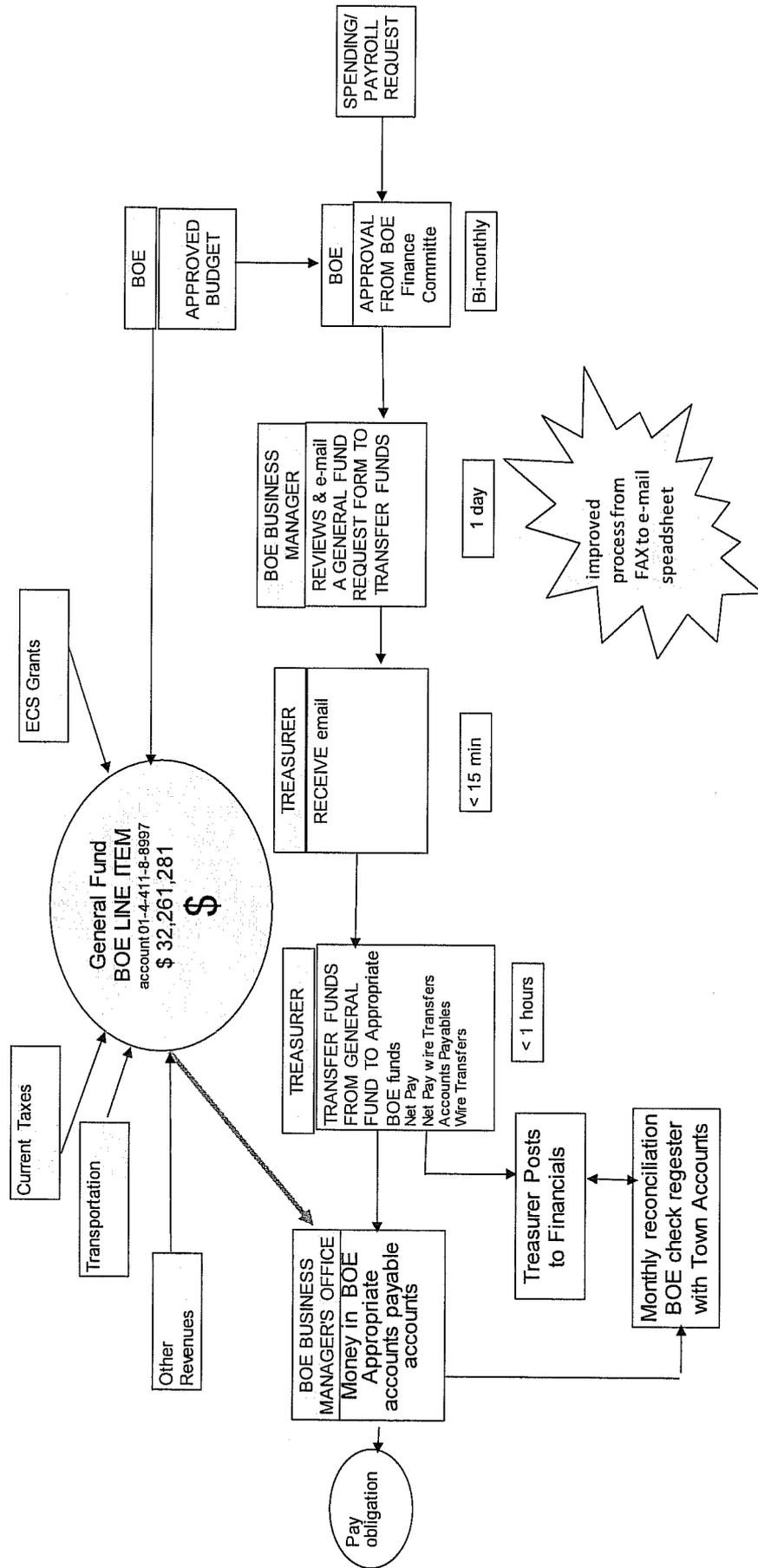
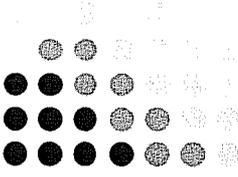
Various General Fund Distribution of Cash

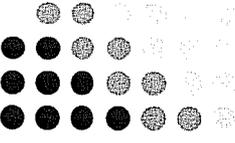


* SIF * Webster * CD * Wells Fargo Accounts (18)



BOE follow the Money





Retirement Plan Of Wolcott Employees & Policemen

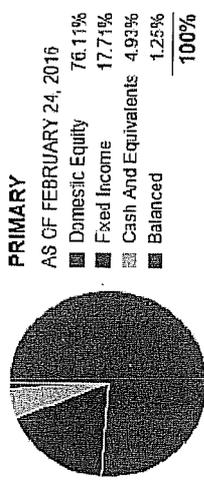
Overview Holdings Activity Account Profile

Year to Date 01/01/2016 TO 02/24/2016

ASSET CLASS (PRIMARY) ASSET CLASS (X-RAY) ASSET CATEGORY

Account Summary JANUARY 01, 2016 TO FEBRUARY 24, 2016

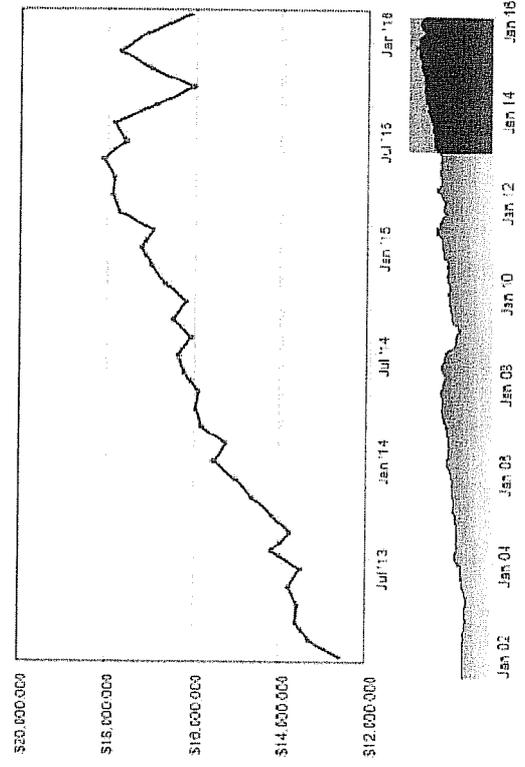
Beginning Balance	17,051,212.86
Additions/Withdrawals	300,000.00
Net Change	-999,277.58
Ending Balance:	\$16,361,935.28



Balances Performance AS OF FEBRUARY 24, 2016

	CASH (\$) [▼]	VALUE (\$)
RETIREMENT	\$806,352.98	\$16,361,935.28
Retirement Plan Of Wolcott Employees & Policemen Non Prototype NFS - (B37452200) [▼]		
Total:	\$806,352.98	\$16,361,935.28

History





TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue

Wolcott, Connecticut 06716

Tel. (203) 879-8100 • Fax: (203) 879-8105

February 24, 2016

TO: David Valletta, Chairman Wolcott Town Council

FROM: Linda R. Bruce, Municipal Finance Officer

RE: Request for Bid Waiver-Actuarial Valuation
Other Post-Employment Benefits (OPEB)

Please find enclosed my memo to Mayor Dunn regarding a bid waiver for Actuarial Valuation services for Other Post-Employment Benefits (OPEB). I have listed in the attached memo multiple reasons for the request for a bid waiver.

As noted in the memo to Mayor Dunn, the OPEB valuation is a GASB reporting requirement for Wolcott's audited financial statements. Segal Consulting is the current actuarial firm that has supplied the OPEB reporting for Wolcott's financial statements and was the winning respondent to the OPEB RFP. Segal Consulting is also the actuary for Wolcott's Defined Benefit Pension Plan. The employee and benefit information is retained in Segal's files and since much of the same employee information is used for both valuations it is my opinion that it is in the best interest of the Town of Wolcott not to proceed with the public bid process.

I would also ask the Town Council to approve the proposed fee as listed in the attached memo to Mayor Dunn.

Linda R. Bruce

/lrb

Bid Waiver Request David Valletta Actuarial Valuation Other Post-Employment Benefits
Town Council Meeting 03.01.2016

CC: Mayor Thomas G. Dunn

Brian Tynan, Town Attorney

Town Council Members



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

February 24, 2016

TO: Mayor Thomas G. Dunn
FROM: Linda R. Bruce, Municipal Finance Officer

RE: Actuarial Valuation – Other Post- Employment Benefits (OPEB)

In accordance with the Wolcott Town Charter, Section 707, paragraph [c], [i] and [v], it is my opinion that to proceed with the public bidding procedure for Actuarial Services for Other Post-Employment Benefits would not be in the best interests of the Town of Wolcott.

The justification for this recommendation is based on the following:

- The current actuarial firm is Segal Consulting. Segal was the successful winning actuarial firm for the initial OPEB valuation. The valuation has been performed twice. The initial valuation required General Government and the Board of Education to supply a magnitude of information to the actuary.
- Segal Consulting has the required employee and benefits information on file to perform the actuarial valuation for Other Post-Employment Benefits (OPEB).
- The actuary must calculate – Present value of total projected benefits, the unfunded actuarial accrued liability, actuarial accrued liability, actuarial value of assets, normal cost, annual required contribution and the net OPEB obligation.
- The actuary must also present a report that outlines the methods and assumptions used in the valuation.
- The actuary also provides the necessary material for the comprehensive annual financial statements to comply with GASB #43, #45 and #57 reporting and disclosure requirements.
- The Government Accounting Standards Board is revising standards #43, #45 and #57, replacing them with #74 and #75 over the next two (2) Fiscal Years. The current actuary will be able to convert the Town's information to the new GASB requirements economically and efficiently.
- The fee has remained constant at \$11,000.00. The fee includes the valuation for both the Town and Board of Education as the reporting for the annual financial statements combines both entities.

February 24, 2016

Mayor Thomas G. Dunn

Actuarial Valuation – Other Post-Employment Benefits (OPEB)

- The proposed fee from Segal Consulting covers the next two OPEB valuations – bi-annual - 7/01/2016 and 7/01/2018 at \$11,000.00 and \$12,000.00 respectively. The increase for the 7/01/2018 OPEB valuation of .9% in my opinion is reasonable.

After having the opportunity to experience the professionalism of Segal Consulting in leading the Town of Wolcott through the experience of the GASB requirements for Other Post-Employment Benefits reporting, it is my recommendation to post a bid for OPEB valuations for Wolcott's financial statements would not be in the best interest of the Town of Wolcott.



/lrb

CC: Town Council Members

Brian Tynan, Town Attorney

Todd Bendtsen, Business Manager Wolcott Board of Education



TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

February 26, 2016

TO: Mayor Thomas G. Dunn
FROM: Linda R. Bruce, Municipal Finance Officer

RE: Addendum Actuarial Valuation – Other Post- Employment Benefits (OPEB)

Please find listed clarification to my memo dated February 24, 2016.

- Page two of my February 24, 2016 letter noted the increase of the proposed fee for the July 1, 2018 OPEB valuation is a .9% increase. The increase is 9%. The percent increase which equates to \$1,000.00 dollars, in my opinion, as stated in my February 24, 2016 letter is reasonable.
- With changes/revisions in the new Governmental Accounting Standards Board (GASB) regulations there will be additional review procedures required of the actuary.

Linda R. Bruce

/lrb

CC: Town Council Members
Brian Tynan, Town Attorney
Todd Bendtsen, Business Manager Wolcott Board of Education

Mayor Thomas G. Dunn Bid Waiver Request Actuarial Valuation Other Post-Employment Benefits Addendum
02.26.2016

BACKGROUND PAPER

SECOND AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT

In December 2012, fourteen cities and towns including the Town of Wolcott, collectively the "Municipalities"¹ contracted with Covanta Bristol, Inc. ("Covanta") for waste disposal and recycling services ("Agreement"). At the time the Agreement was signed, access to the Bristol Resource Recovery Facility ("BRRF", owned and operated by Covanta) was managed by the Bristol Resource Recovery Facility Operating Committee (BRRFOC), a regional organization formed in 1985 to manage waste on behalf of the Municipalities.² BRRFOC administered contracts, handled financing, and arranged for disposal of residential and commercial waste on behalf of the Municipalities.

The Agreement between the Town of Wolcott and Covanta includes a provision which establishes a maximum number of tons which Covanta is obligated to receive and process ("Annual Reserved Capacity", which stipulates the formula for the Contract Year cap). The Annual Reserved Capacity is adjusted each year based on actual tonnage delivered by the Municipalities and commercial haulers operating within their communities. This capacity includes residential and commercial waste delivered by the Municipalities and takes into account past years' deliveries to arrive at a value for the subsequent Contract Year.

Coinciding with the beginning of service under the Agreement with Covanta, in July 2014, certain haulers took advantage of favorable pricing at the Hartford waste to energy facility operated by the Materials Innovation & Recycling Authority ("MIRA", previously CRRA), and from July 2014 to June 2015 delivered an estimated 15,800 tons of commercial waste originating from within the Municipalities to that facility under new contracts awarded by MIRA. For the first Contract Year (July 2014 to June 2015) the Annual Reserved Capacity was 180,000 tons, and for the second Contract Year, about 163,000 tons. The latter amount would have been closer to 178,000 but for diversion of commercial waste. The Municipalities also experienced unacceptable wait times at the Covanta facility during the year due to the erratic nature of deliveries by the commercial haulers. This problem was most troubling in the spring 2015 when MIRA experienced an extended outage, leading to extraordinarily heavy volume returning to the facility once MIRA lacked capacity.

For the first seven months of the current contract year (July 2015 to January 2016), commercial tonnage is trending nearly 10% above the amount delivered for the same period last year. Six companies operating in Bristol, New Britain, Plainville, Southington, and Wolcott account for most of this increase. Based upon estimated deliveries of approximately 101,300 tons for the current Contract Year through January 2016, the Municipalities are at risk of reaching the cap in May or June 2016, at which time Covanta may be relieved of the obligation under the terms of the Agreement to accept and process waste, or possibly charge higher tip fees.

¹ These include Bristol, Berlin, Branford, Burlington, Hartland, New Britain, Plainville, Plymouth, Prospect, Seymour, Southington, Warren, Washington, and Wolcott

² Serving as a political subdivision pursuant to §22a-221a; in 1990 a sister organization, Tunxis Recycling Operating Committee (TROC) was formed to manage recyclables, and in 2014 TROC dissolved since its services were no longer needed once the agreement with Covanta was signed. BRRFOC has been succeeded as an organization by the Bristol Facility Policy Board, with limited responsibilities under the Agreement.

BACKGROUND PAPER

SECOND AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT

The immediate concern is to ensure the Municipalities preserve capacity for contracted residential waste, since the cities and towns do not control the delivery of commercial waste, and to avoid long wait times at the BRRF which occurred in Spring 2015 when MIRA experienced an extended outage, leading to extraordinarily heavy volume returning to the facility once MIRA lacked capacity.

Anticipating there may be a need to amend the Municipal Solid Waste Disposal Agreement, Covanta was asked to prepare a term sheet for a proposed Amendment. Subsequently the Bristol Facility Policy Board authorized legal counsel (Hinckley, Allen & Snyder LLP) to draft an Amendment, currently being reviewed by Covanta.

Benefits of the Amendment for the Municipalities include elimination of a cap on volumes of residential waste for the remainder of the Agreement, an expanded definition of "residential waste", and adjustments to the minimum commitments for increased recycling.

SECOND AMENDMENT TO:
MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT

THIS SECOND AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES AGREEMENT (the "Second Amendment to the Agreement"), is entered into as of APRIL 1, 2016 (the "Effective Date"), by and among COVANTA BRISTOL, INC., a Connecticut corporation, and the CITY OF BRISTOL, CONNECTICUT, the TOWN OF BERLIN, CONNECTICUT, the TOWN OF BRANFORD, CONNECTICUT, the TOWN OF BURLINGTON, CONNECTICUT, the TOWN OF HARTLAND,CONNECTICUT, the CITY OF NEW BRITAIN,CONNECTICUT, the TOWN OF PLAINVILLE,CONNECTICUT, the TOWN OF PLYMOUTH,CONNECTICUT, the TOWN OF PROSPECT,CONNECTICUT, the TOWN OF SEYMOUR, CONNECTICUT, the TOWN OF SOUTHLINGTON,CONNECTICUT, the TOWN OF WARREN,CONNECTICUT, the TOWN OF WASHINGTON,CONNECTICUT, and the TOWN OF WOLCOTT, CONNECTICUT, each municipality and political subdivision of the State of Connecticut (each, a "Municipality" and together, the "Municipalities"). Covanta and each Municipality are each referred to individually herein as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, the Parties' Municipal Solid Waste Disposal and Recycling Services Agreement, as amended by the First Amendment to the Municipal Solid Waste Disposal and Recycling Services Agreement dated May 27, 2015, is referred to collectively herein as the "Agreement";

WHEREAS, the Parties desire to make certain amendments to and modifications of the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, and pursuant to Article 11.4 of the Agreement, hereby agree to further amend and modify the Agreement as follows:

ARTICLE 1. General Provisions of this Second Amendment to the Agreement.

1.1 Scope and Effect of this Second Amendment to the Agreement. This Second Amendment to the Agreement shall modify and amend the Agreement only as set forth herein and shall not affect any other portions or provisions of the Agreement, which shall remain in full force and effect to the fullest extent permissible under applicable law.

1.2 Defined Terms. Except as may be provided otherwise in this Second Amendment to the Agreement, all capitalized terms used herein have the same meanings given to such terms in the Agreement.

1.3 Counterparts. This Second Amendment to the Agreement may be executed in several counterparts, any one of which shall be considered an original hereof for all purposes.

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

1.5 No Third Party Beneficiaries. Nothing in this Second Amendment to the Agreement is intended to confer any right on any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Second Amendment to the Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

1.6 Headings for Convenience. The headings in this Second Amendment to the Agreement are for convenience and reference only and in no way define or limit the scope or content of this Second Amendment to the Agreement or in any way affect its provisions.

1.7 The Unaffected Provisions of the Agreement Continue to Apply. For the avoidance of doubt, all other provisions of the Agreement which are unaffected by the amendments and modifications herein shall apply with equal force to this Second Amendment to the Agreement as they do to the Agreement.

1.8 Entire Agreement. The Agreement and this Second Amendment to the Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof and supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof.

1.9 Effective Date of this Second Amendment and Covanta's Limited Waiver of Annual Reserved Capacity With Respect to Residential Acceptable Solid Waste. The Effective Date of this Second Amendment is April 1, 2016. However, the Parties recognize that, as a practical matter, it is unlikely that all fourteen of the Municipalities will be in a position to execute this Second Amendment by April 1, 2016. As a result, Covanta agrees to a 45-day grace period after April 1, 2016, effective up through and including May 15, 2016, for the Municipalities to execute this Second Amendment. During this 45-day grace period, from April 1, 2016 up through and including May 15, 2016, Covanta agrees to waive any rights it may have under its Agreements with the Municipalities to reject deliveries of Residential Acceptable Solid Waste. This limited waiver is premised upon approval of this Second Amendment by the Town of Berlin, City of Bristol, City of New Britain, Town of Plainville, Town of Southington and Town of Wolcott on or before April 1, 2016 and shall become null, void and of no further force or effect on May 16, 2016.

ARTICLE 2. Amendments and Modifications to the Agreement.

2.1 The following Articles of the Agreement are hereby amended and modified as follows:

ARTICLE 1.2(b) is hereby replaced with and superseded by the following ARTICLE 1.2(b):

(b) For each Contract Year during the Term, each Municipality shall (i) cause such Municipality's Annual Minimum Commitment for such Contract Year to be delivered by such Municipality and its Authorized Haulers to, and accepted by Covanta at, the Delivery Point and pay the Tip Fees for all such Acceptable Solid Waste, or (ii) pay such Municipality's Shortfall Obligation for such Contract Year as required under Section 3.1(b) of the Agreement based on the failure of such Municipality and its Authorized Haulers to deliver to, and have accepted by Covanta at, the Delivery Point, such Municipality's Annual Minimum Commitment and to pay the Tip Fees for all such Acceptable Solid Waste; provided, however, that if during a Contract Year, (i) the aggregate number of Tons of Acceptable Solid Waste delivered by or on behalf of the Municipalities and their Authorized Haulers to, and accepted by Covanta at, the Delivery Point during such Contract Year for which all Tip Fees due have been paid is equal to or exceeds (ii) the Original ASW Commitment for such Contract Year, each Municipality's Shortfall Obligation for such Contract Year shall be zero. Notwithstanding anything in this Agreement to the contrary, (i) each Municipality shall receive no credit toward meeting its Annual Minimum Commitment for any Acceptable Solid Waste properly rejected by Covanta in accordance with this Agreement, for Acceptable Solid Waste the disposal of which is arranged for by Covanta pursuant to Section 7.1(b) of the Agreement or for any waste that is not Acceptable Solid Waste; and (ii) each Municipality shall receive credit toward meeting its Annual Minimum Commitment for any Acceptable Solid Waste wrongfully rejected by Covanta. In addition, a Municipality will receive credit toward meeting its Annual Minimum Commitment for each ton of Acceptable Solid Waste that is food waste which such Municipality can demonstrate was diverted to a composting or anaerobic digestion facility for disposal. In addition, the Parties shall discuss from time to time and negotiate in good faith to reach an agreement regarding the potential impact of other new voluntary or mandatory waste segregation and recycling programs on the amount of the Original ASW Commitment and/or each Municipality's Annual Minimum Commitment.

ARTICLE 1.2(d)(iv) is hereby replaced with and superseded by the following ARTICLE 1.2(d)(iv):

(iv) During each Contract Year, Covanta shall have the right to reject one or more deliveries of Commercial Waste delivered by one or more Authorized Haulers on behalf of one or more of the Municipalities after Covanta has accepted and properly disposed of during such Contract Year, in the aggregate, Acceptable Solid Waste in an amount equal to or greater than the Annual Reserved Capacity for such Contract Year.

ARTICLE 2.2 is hereby replaced with and superseded by the following ARTICLE 2.2:

2.2 Vehicle Identification. Covanta shall establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Municipality from where the delivered waste was generated and the tare weight of each vehicle used to deliver waste to the Delivery Point, the Recycling Facility, the Bulky Waste Facility or any other Facility) and may modify or amend such system from time to time. Covanta shall be allowed to rely on representations made by the individual drivers of vehicles owned by or operated on behalf of a Municipality or any of its Authorized Haulers as to the Person whose account is to be charged for the solid waste being delivered to the Delivery Point, the Recycling Facility, the Bulky Waste Facility or any other Facility. Covanta may reject Acceptable Solid Waste, Acceptable Recyclables or Acceptable Bulky Waste delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. Covanta shall enforce compliance with identification and delivery procedures by implementing a program for periodic inspections and designate a Tipping Floor Refuse Inspector authorized to conduct inspections to confirm, to the extent possible, an Authorized Hauler has accurately reported the origin of Acceptable Solid Waste in conformance with the Hauler's Rules and Regulations. Covanta may undertake enforcement measures, as stipulated in the Hauler's Rules and Regulations, including termination or suspension of any Person's disposal privileges and such other means as it may reasonably determine to be necessary or appropriate.

ARTICLE 12.1 is hereby modified and amended to replace the definition of "Authorized Hauler" with the following definition:

"Authorized Hauler" means a Person which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering solid waste, which has registered with a Municipality in accordance with Section 22a-220a(d) of the Connecticut General Statutes, (ii) is then designated by the Municipality pursuant to Section 2.3 of the Agreement, and is then acting in the capacity, as an Authorized Hauler, as applicable, for Acceptable Solid Waste, Acceptable Recyclables and/or Acceptable Bulky Waste generated within the boundaries of the Municipality; (iii) pursuant to Section 2.3 of the Agreement, has privileges granted by Covanta to deliver Acceptable Solid Waste in an amount equal to or less than the Monthly Capacity Limit to the Delivery Point, and (iv) then has, pursuant to Section 2.3 of the Agreement, privileges granted by Covanta to deliver Acceptable Recyclables to the Recycling Facility and/or Acceptable Bulky Waste to the Bulky Waste Facility, and such privileges are not then suspended or terminated.

ARTICLE 12.1 is hereby modified and amended to include the following new definitions:

"Commercial Waste" means Acceptable Solid Waste which is not Residential Acceptable Solid Waste.

"Electronic Data Records" means digitally encoded scale house transaction records, including hauler identification codes and related facility weigh scale records required to be supplied by Covanta to the designated representative of the Bristol Facility Policy Board on a monthly basis

to include all transactions of the Municipalities and their Authorized Haulers for the previous month, such information to be provided in spreadsheet or ASCII format.

“Monthly Capacity Limit” means an allocation of Commercial Waste tonnage calculated on a monthly basis which an Authorized Hauler may deliver to the Designated Facility or Delivery Point on behalf of one or more of the Municipalities, for which the Tip Fee in any Contract Year is a fixed amount pursuant to this Agreement. Such allocation shall be calculated using the formula below effective with adoption of this Amendment:

$$\text{MCL} = (\text{ACW} + \text{AQ}) \times 1.10$$

where:

“MCL” is such Authorized Hauler’s Monthly Capacity Limit representing in any given month, the allocation for Commercial Waste originating from within one or more of the Municipalities, as calculated by Covanta based upon scale weights at the Designated Facility using properly certified weigh scales and communicated to such Authorized Hauler by Covanta in the manner stipulated in Section 2.2;

“ACW” is the average of the monthly Commercial Waste tonnage delivered by such Authorized Hauler during the preceding three months on behalf of one or more of the Municipalities;

“AQ” is the ACW value established for an Authorized Hauler prior to its acquisition, and carried forward to a successor Authorized Hauler so long as the successor Authorized Hauler continues to provide substantially the same service in the same service territory as the acquired company;

provided, however, that (i) the ACW is an amount substantiated by properly issued weigh tickets and documented in monthly invoices issued to such Authorized Hauler based upon actual deliveries of Commercial Waste in the three preceding months and (ii) such Authorized Hauler does not have payments in arrears for Commercial Waste deliveries at such time as Covanta determines the MCL.

“Tipping Floor Refuse Inspector” means a person designated by Covanta who is authorized to conduct inspections to confirm, to the extent possible, that Authorized Haulers have accurately reported the origins of Acceptable Solid Waste in conformance with the Hauler’s Rules and Regulations.

“Residential Acceptable Solid Waste” means Acceptable Solid Waste generated at a residential dwelling within the boundaries of the Municipality by the residents at that residential dwelling. For purposes of this definition, a “residential dwelling” shall not include a hospital, hotel, motel or any other location where an individual resident’s average stay is temporary or anticipated to be less than sixty (60) days. Acceptable Solid Waste generated at a residential dwelling shall continue to be characterized as Residential Acceptable Solid Waste even if it is delivered to another transfer station or collection site prior to delivery to the Facility if such Acceptable Solid

Waste is not commingled with any waste other than Residential Acceptable Solid Waste. Any waste, including Acceptable Solid Waste generated at a residential dwelling, that is commingled with waste that is not Residential Acceptable Solid Waste, including waste from the non-residential portions of a mixed-use building, shall be deemed not to be Residential Acceptable Solid Waste for all purposes under this Second Amendment to the Agreement, including the determination of the Tip Fee applicable to such waste.

ARTICLE 3. New Provisions.

3.1 Residential Acceptable Solid Waste is Not Subject to the Annual Reserved Capacity for the Entire Remaining Term of the Agreement. Residential Acceptable Solid Waste, as defined herein, shall not be subject to the Annual Reserved Capacity requirements for the entire remaining term of the Agreement. For the avoidance of doubt, there shall be no cap on aggregate tonnage of Residential Acceptable Solid Waste delivered by the fourteen Municipalities in any Contract Year. Except as provided otherwise in Article 3.2 below, Acceptable Solid Waste which is not Residential Acceptable Solid Waste shall remain subject to the Annual Reserved Capacity.

3.2 Monthly Capacity Limit. (i) Any Municipality may request Electronic Data Records to confirm Covanta's calculation of the ACW; (ii) one or more Municipalities may seek to resolve a discrepancy in the calculation of the MCL by contacting Covanta within two business days of establishing a new MCL for an Authorized Hauler to request an adjustment, provided such Municipality(ies) can reasonably substantiate the basis for such adjustment, (iii) disputes with respect to the MCL which are not resolved as set forth in Section 3.2 (ii) shall be resolved as provided in Article 10 of this Agreement ; and (iii) in the event Covanta fails to notify an Authorized Hauler that one or more deliveries of Commercial Waste result in aggregate tonnage for the month exceeding the MCL, the Authorized Hauler shall be charged the Tip Fee then in effect up to the time at which time such notification has been provided in the manner stipulated in Section 3.4.

3.3 Covanta Agrees to Waive the Mattress and Box Spring Fee. Covanta agrees to irrevocably waive and forever release and discharge any right to collect any Mattress and Box Spring Fee for Contract Year 2016 under the Agreement incurred prior to the parties' execution of this Amendment.

3.4 Covanta Notice to Haulers Concerning Monthly Capacity Limits. Three (3) days after the end of each month, Covanta shall provide written notice to each of the Authorized Haulers, with copies of such notices to the affected Municipality(ies) and the Bristol Facility Policy Board (provided in accordance with Article 11.6 of the Agreement), of the status of the Authorized Haulers' deliveries with respect to the Monthly Capacity Limit. For the avoidance of doubt, each such notice shall identify the Monthly Capacity Limit, as well as the total tonnage delivered by the respective Authorized Hauler for the Contract Year as of the date prior to the date of such notice, supported by appropriate documentation. One or more Municipality(ies), or the Bristol Facility Policy Board may dispute Covanta's calculation of the Monthly Capacity Limit based upon previous invoices, scale weigh tickets or related documentation, and any

discrepancy noted shall be communicated electronically to Covanta by a Municipality or the Bristol Facility Policy Board within forty-eight (48) hours of discovery. The parties shall attempt to resolve each and every such discrepancy, and if the parties mutually agree upon a revised determination of the Monthly Capacity Limit, any revision or adjustment to the original notification of the Monthly Capacity Limit shall be forwarded immediately to the affected Authorized Hauler(s) by Covanta.

3.5 Exemptions for Authorized Haulers that deliver de minimis quantities of Commercial Waste. The parties agree that Covanta shall provide one or more Authorized Haulers an opportunity to request an exemption from the Monthly Capacity Limit for de minimis quantities of Commercial Waste, and/or amounts generated by clients with significant seasonal fluctuations, provided that Covanta has the right to set reasonable parameters for waiver of the Maximum Capacity Limit for such instances. For purposes of this exemption, the term “de minimis quantities” means quantities which, in the aggregate, do not exceed sixty (60) tons on a monthly basis.

3.6 Maximum Capacity Limit for New Hauler Which is not a Subsidiary or Affiliate of an Existing Hauler. Any Municipality may provide Covanta with notice of a new Authorized Hauler subject to the provisions of Section 2.3. Provided such Authorized Hauler is not a subsidiary or affiliate of any previously designated Authorized Hauler, the parties shall in good faith arrive at an estimate of the Monthly Capacity Limit which shall: (1) apply to the new Authorized Hauler effective at the time the new Authorized Hauler commences services; (2) remain in effect for three consecutive calendar months after the new Authorized Hauler commenced services; and (3) thereafter, the Monthly Capacity Limit for such new Authorized Hauler shall be determined as set forth in Section 12.1.

3.7 Covanta Retains Discretion to Permit Authorized Haulers to Continue to Access Covanta’s Facilities in a Given Month After Reaching the Monthly Capacity Limit. In the event that a given Authorized Hauler reaches the Monthly Capacity Limit for a given month, Covanta retains the discretion to permit such Authorized Hauler to continue to access the Delivery Point for that month. Any additional volume accepted and processed by Covanta in a given month from Authorized Haulers that have reached the Monthly Capacity Limit shall be subject to negotiated pricing. All tons of Acceptable Solid Waste delivered by or on behalf of the fourteen Municipalities, whether under the base terms of the Agreement, or on spot terms, will be reflected in calculating future Annual Reserved Capacity amounts, the Monthly Capacity Limit, the Minimum Tonnage Guarantee and the City of Bristol Host Fee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ATTEST: (CORPORATE SEAL)

COVANTA BRISTOL, INC.

By: _____
Title

By: _____
Name
Title

ATTEST: (SEAL)

CITY OF BRISTOL, CONNECTICUT

By: _____
Title

By: _____
Its Mayor, Duly Authorized

By: _____
Title

By: _____
Agent of the Board of Finance

ATTEST: (SEAL)

TOWN OF BERLIN, CONNECTICUT

By: _____
Title

By: _____
Its Town Manager, Duly Authorized

ATTEST: (SEAL)

TOWN OF BRANFORD, CONNECTICUT

By: _____
Title

By: _____
First Selectman, Duly Authorized

ATTEST: (SEAL)

TOWN OF BURLINGTON, CONNECTICUT

By: _____
Title

By: _____
First Selectman, Duly Authorized

ATTEST: (SEAL)

TOWN OF HARTLAND, CONNECTICUT

By: _____
Title

By: _____
First Selectman, Duly Authorized

ATTEST: (SEAL)

CITY OF NEW BRITAIN, CONNECTICUT

By: _____
Title

By: _____
Mayor, Duly Authorized

ATTEST: (SEAL)

TOWN OF PLAINVILLE, CONNECTICUT

By: _____
Title

By: _____
Town Manager, Duly Authorized

ATTEST: (SEAL)

TOWN OF PLYMOUTH, CONNECTICUT

By: _____
Title

By: _____
Mayor, Duly Authorized

ATTEST: (SEAL)

TOWN OF PROSPECT, CONNECTICUT

By: _____
Title

By: _____
Mayor, Duly Authorized

ATTEST: (SEAL)

TOWN OF SEYMOUR, CONNECTICUT

By: _____
Title

By: _____
First Selectman, Duly Authorized

By: _____
Title

By: _____
Selectman, Duly Authorized

By: _____
Title

By: _____
Selectman, Duly Authorized

ATTEST: (SEAL)

TOWN OF SOUTHLINGTON, CONNECTICUT

By: _____
Title

By: _____
Town Manager, Duly Authorized

ATTEST: (SEAL)

TOWN OF WARREN, CONNECTICUT

By: _____
Title

By: _____
First Selectman, Duly Authorized

By: _____
Title

By: _____
Selectman, Duly Authorized

By: _____
Title

By: _____
Selectman, Duly Authorized

ATTEST: (SEAL)

TOWN OF WASHINGTON, CONNECTICUT

By: _____
Title

By: _____
First Selectman, Duly Authorized

By: _____
Title

By: _____
Selectman, Duly Authorized

By: _____
Title

By: _____
Selectman, Duly Authorized

ATTEST: (SEAL)

TOWN OF WOLCOTT, CONNECTICUT

By: _____
Title

By: _____
Mayor, Duly Authorized

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**TOWN OF WOLCOTT
RESOLUTION REGARDING
SECOND AMENDMENT**

WHEREAS, Covanta Bristol, Inc. ("Covanta", or "Company") and the Town of Bristol, Connecticut, Town of Berlin, Connecticut, Town of Branford, Connecticut, Town of Burlington, Connecticut, Town of Hartland, Connecticut, City of New Britain, Connecticut, Town of Plainville, Connecticut, Town of Plymouth, Connecticut, Town of Prospect, Connecticut, Town of Seymour, Connecticut, Town of Southington, Connecticut, Town of Warren, Connecticut, Town of Washington, Connecticut and Town of Wolcott, Connecticut (each a "Municipality" and collectively the "Municipalities") have entered into the Municipal Solid Waste Disposal and Recycling Services Agreement dated as of December 21, 2012 as amended by the First Amendment to the Municipal Solid Waste Disposal and Recycling Services Agreement dated May 27, 2015 ("Agreement");

WHEREAS, the Bristol Facility Policy Board ("BFPB"), a successor organization to the Bristol Resource Recovery Facility Operating Committee ("BRRFOC"), on behalf of the Contracting Communities, seeks to amend the Municipal Solid Waste Disposal and Recycling Services Agreement to preserve capacity for "Residential Acceptable Waste"; and

WHEREAS, the parties propose execution of a Second Amendment to ensure that "Residential Acceptable Waste" will not be subject to the terms of the "Annual Reserve Capacity" as defined in the Second Amendment for the remaining term of the contract; and

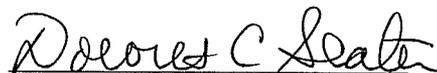
WHEREAS, the Second Amendment is beneficial to the Municipalities which comprise the BFPB, and the BFPB voted in favor of approving the Second Amendment at its Special Meeting held on February 16, 2016;

NOW, THEREFORE, Mayor Thomas G. Dunn is authorized to execute the Second Amendment to the Municipal Solid Waste Disposal and Recycling Services Agreement on behalf of the Town of Wolcott.



David Valletta, Chairman
Wolcott Town Council
Dated at Wolcott, CT on March 1, 2016.

I, Dolores C. Slater, the Town Clerk of the Town of Wolcott, do hereby certify this to be a true copy of the resolution duly adopted at the Town Council Regular Meeting on **March 1, 2016**, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.



Dolores C. Slater, Town Clerk

3-2-2016

Date