



## Northwest Resource Recovery Authority

### MEMBERSHIP

Daniel Jerram, Chairman  
City of Torrington

Elinor Carbone, Treasurer  
City of Torrington

Michael Magistralli, Secretary  
City of Torrington

Vacant  
Town of Goshen

Special Meeting

October 14, 2025 @ 8:30am

Virtual Only

ZOOM: Meeting ID: 885 5433 1483 Passcode: 722667

<https://us02web.zoom.us/j/88554331483?pwd=U1PgAKSl9k2lhmZGl481VmuFTIFNG.1>

### Meeting Minutes

1. Call to Order at 8:43

Dan Jerram, Elinor Carbone & Todd Carusillo (unofficial Goshen representative)

Michael Magistralli – Joins at 8:47

2. Authorization to execute the “Agreement for Interim DAS Operations of Torrington Transfer Station” DAS sent Chairman Jerram the document to sign. All members have received and reviewed the document. Document attached to minutes.

Motion by Carbone, seconded by Magistralli Authorize the Chairman to execute the Agreement for interim DAS Operations through June 30, 2026.  
Vote Unanimous

3. Adjourn - Motion by Carbone, seconded by Magistralli to adjourn at 8:48.  
Vote Unanimous.

Respectfully Submitted by:

A handwritten signature in blue ink that reads "R. Malanca".

Rista Malanca, AICP

Northwest Hills Council of Governments

**Agreement for Interim Operation  
of the Torrington Transfer Station**

This Agreement for Interim Operation of the Torrington Transfer Station (the “Agreement”) is entered into by and between the Northwest Resource Recovery Authority (the “NRRA”) and the State of Connecticut Department of Administrative Services (“DAS”), and the parties intend that this Agreement shall be effective as of **2025**, (the “Effective Date”).

WHEREAS, P.A. 23-170 established the MIRA Dissolution Authority (“MDA”) as successor in interest to the Materials Innovation and Recycling Authority (“MIRA”); and

WHEREAS, the MDA operated the Torrington Transfer Station (the “Facility”) pursuant to Municipal Service Agreements with current participating municipalities (“MSAs”), the Transfer Agreement for the Connecticut Solid Waste System Recycling Facility, with Murphy Road Recycling, dated April 29, 2021, as amended and ratified through an Omnibus Amendment Agreement dated June 14, 2023 (“MRR Agreement”), the “Host Community Agreement” with the City of Torrington, and the Operation and Maintenance Services Agreement dated May 4, 2020, with Enviro Express, Inc. (the “Enviro Express O&M Agreement”), various hauler agreements (“Hauler Agreements”), and an agreement with a scale operator for the Facility (the “Scale Operator Agreement”) (collectively the MSAs, MRR Agreement, Host Community Agreement, Enviro Express O&M Agreement, Hauler Agreements, and Scale Operator Agreement shall be referred to as the “Facility Agreements”); and

WHEREAS, the MDA ceased to exist as of July 1, 2025; and

WHEREAS, under P.A. 23-170 Sec. 15, DAS became the successor agency to the MDA and all of the MDA’s rights, properties, and obligations have passed to and vested in DAS as of July 1, 2025, including the operation and management of the facility which is possible only if DAS is properly authorized; and

WHEREAS, DAS has been operating the facility since July 1, 2025, under a temporary authorization from the Department of Energy and Environmental Protection (“DEEP”); and

WHEREAS, the temporary authorization under which DAS is operating the facility will expire on or about November 4, 2025; and

WHEREAS, pursuant to Public Act No. 25-168, Sec. 288(b), any permits, registrations, and licenses relating to the Facility, including but not limited to the Municipal Transfer Station General Permit Registration (the “Permits”) were transferred to the NRRA; and

WHEREAS, the NRRA does not possess ownership or operation of the Facility; and

WHEREAS, it is in the public interest that the Facility continues its operations on an interim basis while a long-term solution is negotiated and arranged with respect to disposal of the

municipal solid waste and recyclables generated by the municipalities currently being served by the Facility,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, terms and conditions of this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Facility shall be operated by DAS in accordance with the Facility Agreements for the period commencing November 3, 2025, and continuing thereafter up to and including June 30, 2026, (the "Termination Date"). The period from November 3, 2025, through the Termination Date shall be referred to herein as the "Interim Period".
2. For the duration of the Interim Period, DAS shall be deemed to be the designee of the NRRA with respect to the Permits and any other permits, registrations, or licenses relating to the Facility that were transferred to the NRRA pursuant to Public Act No. 25-168, Sec. 288(b).
3. This Agreement shall be governed by, and construed and enforced in accordance with, Connecticut law.
4. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements and understandings between the parties, whether written or oral, related to such subject matter. Any modifications or amendments to this Agreement must be in writing and executed by both parties.
5. The parties hereto agree to take such further actions and execute such additional agreements or documents as may reasonably be necessary or appropriate to accomplish the continued operation of the Facility during the Interim Period consistent with this Agreement.

#### **6. FORUM AND CHOICE OF LAW**

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **7. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in any solicitation related to the contract or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of

Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

## 8. EXECUTIVE ORDERS AND OTHER ENACTMENTS

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

In witness whereof, the parties have executed this Agreement and intend that it shall be effective as of the Effective Date.

State of Connecticut

The Northwest Resource Recovery Authority

By: \_\_\_\_\_  
Michelle H. Gilman  
Commissioner  
Department of Administrative Services

Date signed: \_\_\_\_\_

DocuSigned by:  
By Daniel Jerram  
28BF9AA88B0496

Print name: Daniel Jerram

Its Chairman, Duly Authorized

Date signed: 10/14/2025