

March 23, 2016

The Stonington Resources Recovery Authority held a special meeting on this date at 10:00 a.m. at the Stonington Town Hall. Present were First Selectman Rob Simmons, and Solid Waste Manager John Phetteplace. Selectwoman Kate Rotella was available by telephone.

1.) Call to Order

Mr. Simmons called the meeting to order at 10:00 a.m.

2.) Comments from the Public

None

3.) Approval of the Minutes

A motion was made by Mr. Simmons to accept the May 4, 2015 minutes into the record as circulated. Mrs. Rotella abstained.

4.) New Business

Amendment to Collection Services Agreement

Mr. Phetteplace briefly explained the Amendment, a copy of which is attached as Exhibit "A".

A motion was made by Mrs. Rotella and seconded by Mr. Simmons to approve the Amendment. Discussion: Mr. Phetteplace stated that the residential contract was coming up for renewal and asked the Selectmen if they would like to approve that as well. Mr. Simmons and Mrs. Rotella both stated that they would not approve it until they reviewed it. The vote to accept the Amendment was unanimous.

5.) Adjourn

There being no further business to come before this Board, the meeting was adjourned at 10:10 a.m.

Respectfully submitted,

Kristine Bell
Recording Secretary

RECEIVED FOR RECORD
STONINGTON, CT
16 MAR 23 AM 11:29
CYNTHIA LADWIG
TOWN CLERK

EXHIBIT "A"

AMENDMENT TO COLLECTION SERVICES AGREEMENT

This Amendment is entered into as of March __, 2016 (the "Effective Date") between the TOWN OF STONINGTON, RESOURCES RECOVERY AUTHORITY (the "Authority"), and WILLIMANTIC WASTE PAPER CO., INC., (the "Contractor").

WHEREAS, the Authority and the Contractor are parties to that certain Collection Services Agreement dated August 1, 2011, (the "Agreement"), under which Contractor provides commercial solid waste/recyclables collection services to the Authority; and

WHEREAS, the Agreement, as renewed, will terminate as of June 30, 2016;

WHEREAS, the parties seek to amend the Agreement under the terms as contained herein.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. **CURRENT "ARTICLE 2 – TERM"** is hereby deleted in its entirety and the following **NEW "ARTICLE 2 – TERM"** is inserted in its place and stead:

The term of this contract will commence at 12:01 a.m. on July 1, 2016 and expire at midnight on September 30, 2019. The Authority, at its sole option, may elect to extend the contract for two (2) additional one year periods, provided, Contractor so agrees.

3. The second paragraph of **"ARTICLE 5 – CONTRACTOR MONTHLY REPORTING, INVOICE AND PAYMENTS"** is hereby deleted and the following new second paragraph of **"ARTICLE 5 – CONTRACTOR MONTHLY REPORTING, INVOICE AND PAYMENTS"** is inserted in its place and stead:

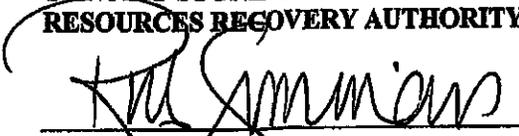
The Authority shall pay the Contractor within (15) days of the receipt of the invoice at the rates set forth on Exhibit A attached hereto. The parties further agree that the payments due Contractor in accordance with the rates set forth on Exhibit A shall be subject to adjustment for annual changes in the Consumer Price Index for the contract years beginning July 1, 2016 provided, further that the adjustments shall in no event result in an increase of no more than 3% from the base year for any subsequent term of this agreement. If the Authority exercises its option to extend and Contractor agrees, rates shall be adjusted accordingly. Further, the adjustments for the CPI shall be limited to those rates shown on Exhibit A. The Consumer Price Index shall mean the Index or "All Urban Consumers – (CPI-U) U.S. City average All items, 1982-84=100," as promulgated by the Bureau of Labor Statistics of the United States Department of Labor using the average of the Consumer Price Index for the twelve months ended June 30, 2015 (the "Base Year").

4. Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

--- signature page follows ---

WITNESS the execution hereof as of the date first above written.

**TOWN OF STONINGTON
RESOURCES RECOVERY AUTHORITY**



BY:
Duly authorized
Date: MAR 23 2016

WILLIMANTIC WASTE PAPER CO. INC.

BY: Timothy DeVivo, Treasurer
Duly authorized

Date: _____

