

**GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT
DISTRICT MEETING – December 10, 2019**

Minutes

The Greater New Bedford Regional Refuse Management District Committee held a publicly posted meeting on **Tuesday, December 10, 2019, 2019, at 8:00 AM** at the Dartmouth Town Hall, Room 305, 400 Slocum Road, Dartmouth, MA.

District Committee Members in attendance: Chairperson, John Beauregard; Christine LeBlanc, Kathleen Towers, Ken Blanchard. Daniel Patten was not present.

Also present: Scott Alfonse, Executive Director; Leonor Ferreira, Secretary; Attorney J. Thomas, District Counsel.

1. Call to order by Chairperson Beauregard; roll call of members

Chairperson Beauregard called the meeting to order at 8:00 AM.

2. Salute to the Flag

All in attendance stood to salute the flag.

3. Legal Notices

Mr. Beauregard read the notice advising the Board that the meeting may be recorded by audio and/or video, and noted that the legal notices of the meeting were posted more than 48 hours prior to the meeting.

4. Warrant Report and Ratification

Chairperson Beauregard asked for a motion to ratify the warrant dated November 22, 2019. Motion made by Mr. Blanchard, seconded by Ms. LeBlanc. Vote 4-0.

5. Approval of Minutes

Chairperson Beauregard asked for a motion to approve the November 19, 2019 minutes. Motion made by Ms. LeBlanc, seconded by Ms. Towers. Vote 4-0.

6. Old Business

a. Trust Funds Update

Chairperson Beauregard asked for a motion to receive an update on District trust funds. Motion made by Ms. LeBlanc, seconded by Mr. Blanchard.

Attorney Thomas discussed the four (4) draft Declaration of Trust funds. He proceeded to review each individual trust fund and noted that the trusts would all have the same language, except for the whereas clauses paragraphs 6 and 8. Attorney Thomas noted that the drafts were modeled from a MassDEP template.

He referred to page 3, paragraph 6, of the Closure Reserve (For Cells Not Yet Constructed).

Ms. LeBlanc questioned if what Attorney Thomas was referring to as the “Landfill Closure Reserve Fund” was the 30 Year Post Closure fund? Mr. Alfonse explained that the Closure Reserve is for actual closure, and what was being referred to was for cells not yet built. Ms. LeBlanc stated that the terminology was confusing, and she was asking for clarification purposes. Mr. Alfonse noted that funds are accumulated in the trust fund, and that they are unrestricted, meaning MassDEP does not get a say on how the funds are used. Once the cell is built and MassDEP requires money to be set aside for closing a cell, then the District can transfer the money out of the Closure Reserve (For Cells Not Yet Constructed) into Closure.

Attorney Thomas then referred to page 3, paragraph 8.

Ms. LeBlanc noted paragraph #1 on page 2, and questioned what the “Trust Fund Property” was referring to. Attorney Thomas stated that the “Trust Fund Property” refers to the asset (money) of a bank account. It is a legal term used. The “Trust Fund Property” is defined in the “Now, Therefore” clause on page 2. He then noted that paragraph 2 on page 2, defined the trust.

After further discussion, it was noted that once Bartholomew & Company, the District’s investment company, provides the District with the account numbers for each reserve, and other edits are made to the drafts, Attorney Thomas will present an updated copy of the trust funds at the next meeting for the Chairperson’s signature.

Mr. Blanchard noted paragraph #2 on page 2, and questioned what the “Bank” referred to. Attorney Thomas noted it was not defined and that he will define the “Bank”. Mr. Blanchard also noted the section “All interest, income and dividends if any” of paragraph #5 of page 2, and questioned if the funds would be returned to its specific account instead of the general account. Attorney Thomas noted that it would go into each specific account and that the trust receives the benefit of the earned income. Ms. LeBlanc said that the purpose of the fund should be stated. Attorney Thomas noted that the “Whereas” clause states the purpose of the fund.

Mr. Blanchard referred to Page 3, paragraph #6, of the Environmental Contingency Trust Fund, and noted that the word “may” should be changed to “shall”. Attorney Thomas said that the reason he used the word “may” in the clause was to give future board members the flexibility to pay out directly from the trust fund rather than go through the general fund. Mr. Blanchard questioned if it was better

to have the board allow expenses from the general fund instead of one individual. After further discussion the word “may” will be changed to “shall” on all four (4) trust funds for consistency purposes. Attorney Thomas noted that the “whereas” clauses paragraphs 6 and 8 are the enforceable provisions as to what happens with the money. Whereas clauses are not part of the contract, they are part of the trust.

Attorney Thomas referred to Phase 2 Construction & Design Trust Fund and noted that the fund allows for money to be put away now for construction of future cells. Ms. LeBlanc noted that funds in the operational fund for design and construction funds will be transferred into the trust fund.

Attorney Thomas referred to Post Closure Reserve (After Year Thirty) Trust Fund. Ms. LeBlanc noted that on paragraph 6, “310 CMR 19.00” should read “310 CMR 19.000”. Mr. Alfonse noted that regulations require post closure monitoring funds available for a “minimum” of 30 years, and MassDEP requires a Financial Assurance Mechanism (FAM) of 30 years. Chairperson Beauregard questioned if the when the District would become inactive after the landfill closure. Attorney Thomas said that after the landfill closure New Bedford and Dartmouth solid waste could be handled through the District through the transfer station and contracts. Ms. LeBlanc noted paragraph 13, and questioned why the trustee would be compensated. Attorney Thomas noted that as long as the trustee is the Treasurer of the District, the trustee does not receive compensation; however should the District decide to have a corporate trustee, instead of the District’s treasurer, handle all the trusts for the District, then the trustee would be compensated. Ms. LeBlanc noted on the Post Closure “whereas, the Landfill Closure Trust fund” should read “whereas, the Landfill Post Closure trust”.

Attorney Thomas questioned if the board was interested in establishing a trust fund for the “Future Solid Waste Management Reserve” as per some of the previous meeting’s conversation. The board discussed the pros and cons. Ms. LeBlanc noted that while the District exists, the city and the town will rely on the District to work out the issues with their solid waste after the landfill closes. That is the purpose of the District Committee’s function. It was the general consensus that the board wants to protect the reserve; however Mr. Beauregard suggested tabling the item for the next meeting when Mr. Patten is available for discussion. Attorney Thomas will “draft” a trust fund for the board’s review and provide it for the next meeting for discussion.

Motion to table discussion of Future Solid Waste Management Reserve item for the next meeting made by Ms. LeBlanc, seconded by Mr. Blanchard. Vote 4-0.

7. New Business

- a. Commercial / Municipal Customer Contracts Renewal

Chairperson Beauregard asked for a motion to discuss the renewal of commercial customer contracts. Motion made by Ms. LeBlanc, seconded by Ms. Towers.

Mr. Alfonse handed out Mr. Patten’s email to board members. On that email message it was noted by Mr. Patten that as the board works through the budget process, the District should consider increasing assessments to the member communities by 2.5%.

Mr. Alfonse then noted that two (2) out of three (3) commercial haulers sent in letters to the District with the intent to extend their contract for one (1) more year. He noted commercial hauler revenue

projections for FY 2021.

Mr. Blanchard questioned why there wasn't consistency with cost per ton across the board for all contracts. Mr. Alfonse noted that certain customers have been with the District since its inception and others were came in at a later date. Mr. Blanchard noted that one customer's cost per ton was less than another customer's. Mr. Alfonse noted that this particular customer's contract was negotiated in 2011, signed in November of 2012 and expires in 2022. The contract was negotiated at a lower cost because at that time another hauler decided not to renew their contract with the District, and the District needed the tonnage. Mr. Alfonse then referred to the attached "Basic Financial Forecast (through FY 37)" spreadsheet done in October 2019 which showed estimated totals.

Consensus was to renew and extend contracts for one (1) more year.

Motion to notwithstanding the provisions in the contract setting forth a deadline by which request to extend must be received by the District, the District has agreed to extend the contracts of Frade's Disposal and Cleanway Disposal as provided in said contracts. Motion made by Mr. Blanchard, seconded by Ms. LeBlanc. Vote 4-0.

b. Director's report.

Chairperson Beauregard asked for a motion to receive the Director's report. Motion made by Ms. LeBlanc, seconded by Ms. Towers.

Commercial Customer Update (Oak Bluffs/Tisbury)

Mr. Alfonse referred to the Director's Report memo and noted that there is a scheduled meeting with Greg Carroll and Bruno's Rolloff to discuss the process for hauling extra tonnage.

Recycling Funds for Dartmouth

Mr. Alfonse noted that Dartmouth has purchased a compactor for cardboard recycling. There was discussion about possibly making additional funds available for recycling. Mr. Alfonse will learn what the needs are from both communities and advise the board.

f. Items which could not have been reasonably anticipated 48 hours in advance.

8. Set date for next meeting.

Next Board meeting is scheduled for Wednesday, January 15, 2020, or Thursday, January 16, 2020, at 8:00 am.

9. Adjourn

Chairperson asked for a motion to adjourn. Motion made by Ms. LeBlanc, seconded by Ms. Towers. Vote 4-0.

Meeting adjourned at 9:13 a.m.

Approved by vote of District Committee on Thursday, January 16, 2020.

Scott Alfonse, Executive Director

MEMOS

6a. Declaration of Trust Documents dated 12/5/2019

7a. Commercial Customer Contracts Renewal dated 12/5/2019

7b. Director's Report dated 12/5/2019

Handout of Daniel Patten's email to Scott Alfonse dated 12/11/2019