

City of Milford, Connecticut

Founded 1639

TO: Ordinance Committee Members
FROM: Frank Smith, Chairman
DATE: July 1, 2020
SUBJECT: VIRTUAL ORDINANCE COMMITTEE MEETING
AND PUBLIC HEARING
Monday, July 6, 2020

There will be a meeting of the Ordinance Committee of the Board of Aldermen on **Monday, July 6, 2020 at 7:00 p.m.** auditorium regarding the following Ordinance:

Computer Access:

<https://zoom.us/j/95974002975>

Call In Access:

Telephone #: 1-646-558-8656

Meeting ID: 959 7400 2975

AGENDA

1. An Ordinance Amending Chapter 14, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Section 14-13 of the Code of Ordinances of the City of Milford. (Beach and Other Restricted Parking Areas).

Copies of said proposed Ordinance(s) are on file open to public inspection at the office of the City Clerk. Any individual with a disability who needs special assistance to participate in the meeting should contact the Director of Community Development (783-3230) five (5) days prior to the meeting, if possible.

Distribution:

Mayor Benjamin G. Blake
Philip Vetro, Chairman, Board of Aldermen
Karen Fortunati, City Clerk
Jonathan D. Berchem, City Attorney
Chris Saley, Director, Public Works
Peter Erodici, Finance Director
Deepa Joseph, Health Director
Joseph Griffith, DPLU Director
William Garfield, Interim Recreation Director
Tania Barnes, Human Resources Director
Christine Angeli, Library Director

Chief Douglas Edo, Fire Department
Chief Keith Mello, Police Department
Toni Weeks, Acting Risk Manager
Recording Secretary

CITY OF MILFORD, CONNECTICUT
OFFICE OF THE MAYOR

July 1, 2020

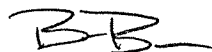
Philip J. Vetro, Chairman
Board of Aldermen
Milford, CT 06460

Dear Mr. Vetro:

Relative to Item 8 of the Agenda, "New Business," I submit the following for your consideration and action:

- (8a) Board of Aldermen approval is requested for the attached Materials Management Agreement between the City of Milford and H.I Stone & Son, Inc., and to authorize the Mayor and Director of Public Works to take all steps necessary to effectuate said agreement.
- (8b) Board of Aldermen approval is requested for the attached Allocation Transfer No. 1 (Vehicle Acquisition Program).
- (8c) Board of Aldermen approval is requested for the attached Resolution In Support of Justice and Equality.

Sincerely,



Benjamin G. Blake
Mayor

atts.



City of Milford, Connecticut

- Founded in 1639 -

AGENDA BOARD OF ALDERMEN

Karen Fortunati
City Clerk

July 6, 2020 - 7:30 PM

70 West River Street
Milford, CT 06460-3364

Computer Access:
<https://zoom.us/j/95974002975>

Call In Access:
Telephone #: 1-646-558-8656
Meeting ID: 959 7400 2975

Pledge of Allegiance to the Flag.

1. Roll Call.
2. Statements limited to the legislative function of the Board of Aldermen. The time limit granted to each speaker shall be three (3) minutes. Residents, taxpayers or electors may address the Board.
3. Consideration of Minutes of the Regular Meeting of the Board of Aldermen held on June 1, 2020.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations: None
6. Mayor's Report and Recommendations:
7. Unfinished Business: None
8. New Business:

(From the Mayor's Report Item 8a - 8c)

(8a) Board of Aldermen approval is requested for the attached Materials Management Agreement between the City of Milford and H.I Stone & Son, Inc., and to authorize the Mayor and Director of Public Works to take all steps necessary to effectuate said agreement.

(8b) Board of Aldermen approval is requested for the attached Allocation Transfer No. 1 (Vehicle Acquisition Program).

(8c) Board of Aldermen approval is requested for the attached Resolution In Support of Justice and Equality.

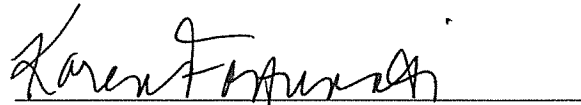
9. New Business not on the Agenda which may be introduced by a two-thirds (2/3) vote of those present and voting.
10. Budget Memo Transfers:
 - a. Consideration of Budget Memo Transfers: NONE
11. Refunds:
 - a. Consideration of Refunds in the amount of \$ 1,000.00.
12. Report of Standing Committee:
 - a. Ordinance Committee
 1. An Ordinance Amending Chapter 14, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Section 14-13 of the Code of Ordinances of the City of Milford. (Beach and Other Restricted Parking Areas).
 - b. Public Safety and Welfare Committee
 - c. Public Works Committee
 - d. Claims Committee
 - e. Rules Committee
 - f. Personnel Committee
13. Report of Special Committees:
 - a. Liaison Sub-Committee – Board of Education
 - b. Liaison Sub-Committee – Flood & Erosion Board
 - c. Liaison Sub-Committee – Park, Beach & Recreation Commission
 - d. Liaison Sub-Committee – Planning & Zoning Board
 - e. Liaison Sub-Committee – Sewer Commission
 - f. Liaison Sub-Committee – Harbor Management Commission
 - g. Liaison Sub-Committee – Council on Aging
 - h. Liaison Sub-Committee – Library Board
 - i. Liaison Sub-Committee - Veterans Ceremony & Parade Commission
 - j. Liaison Sub-Committee - Fine Arts
 - k. Liaison Sub-Committee – Milford Redevelopment & Housing Partnership
 - l. Golf Course Commission
 - m. Liaison Sub-Committee - Inland Wetlands Agency
 - n. Liaison Sub-Committee – Board of Health
 - o. Human Services Commission
 - p. Liaison Sub-Committee – Pension & Retirement Board
 - q. Liaison Sub-Committee - Milford Government Access Television (MGAT)
 - r. Liaison - Economic Development Commission
 - s. Liaison Sub-Committee - Milford Arts Council
 - t. Liaison Sub-Committee – Milford Progress Inc.
 - u. Liaison Sub-Committee - Fire Commission

- v. Liaison Sub-Committee - Police Commission
- w. Permanent School Facility Building Committee

14. Relative to Item 14 of the Agenda, "Executive Session", I respectfully submit the following for your consideration and action.

Executive Session. A two-thirds (2/3) vote of those present and voting is required for any item to be considered in executive session. A two-thirds (2/3) vote of those present and voting is required to go into executive session.

The Chairman shall announce, in public session, those items to be covered in executive session and call for a vote to enter executive session. If a two-thirds (2/3) vote, to enter executive session, is obtained, the hall shall be cleared and executive session declared.



Dated at Milford, CT this 1st day of

July 2020

Karen Fortunati, City Clerk

ANY INDIVIDUAL WITH A DISABILITY WHO NEEDS SPECIAL ASSISTANCE TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE DIRECTOR OF COMMUNITY DEVELOPMENT AT 203-783-3230, FIVE DAYS PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

8a

Materials Management Agreement

This Agreement made and entered into as of this ____ day of _____, 2020 by and between Contractor and Customer includes the attached Scope of Services and Pricing Appendix and the General Terms and Conditions.

Customer	Customer Legal Name City of Milford, CT			
	Street Address 70 West River Street			
	City/Town Milford	County New Haven	State CT	Zip Code 06460
Contractor	Contractor Legal Name H. I. Stone & Son, Inc.			
	Street Address 313 Main Street			
	City/Town Southbury	County New Haven	State CT	Zip Code 06488
Term	Commencement Date 7/1/2020		Expiration Date 6/30/2021 Initial term of 1 year; plus two (2) optional one (1) year extensions.	
	The Term of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a month-to-month basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customers request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the Term of this contract for additional periods.			
Billing	Customer Contact Name Lindsay King, Superintendent		Telephone # 203-701-4529	
	Street Number/ P.O. Box 1255 Oronoque Road		E-Mail Address lking@milfordct.gov	
	City/State Milford, CT		Zip Code 06461	
Signatures	FOR CUSTOMER:		Date	
	Signature			
	Name and Title Fred Bialka, Purchasing Agent			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Services

Transportation and disposal of dewatered sludge cake or liquid sludge generated by the City of Milford at the City's Water Pollution Control Facilities (WPCF). These facilities currently produce approximately 3,000 wet tons per year from the Housatonic WPCF and approximately 900 wet tons per year from the Beaverbrook WPCF. Total annual average sludge production is 3,900 wet tons per year. The City will not guarantee production of a minimum quantity of sludge.

It is planned that trailer dumps (estimated size of 22 tons) will be used for transporting the sludge cake produced at the Housatonic WPCF and roll-off containers (estimated load size of 15 tons) will be used to transport the sludge cake produced by the Beaverbrook WPCF.

Primarily sludge cake will be produced, transported and disposed of. Liquid hauling during the term of the contract will be made available to provide the City with a back-up method of disposing of its sludge if the City cannot dewater during planned and emergency shutdowns.

Customer Material

Customer Material shall consist of the following:

- a) Primary and secondary digested wastewater sludge generated from the City of Milford's Housatonic and Beaverbrook WPCF;
- b) With percent solids cake between 14% and 20% with average solids at 17%; percent solids liquid between 3% to 4%;
- c) Having an initial ash melting or fusion point greater than 1900 degrees F;
- d) A volatile content greater than 50%;
- e) Having no untreated septage content; NAD
- f) Having a skimming/scum content less than 4% oil and grease, which is thoroughly mixed in the material (skimming/scum may be taken unmixed at the contractors discretion).

Measurement of Customer Material:

- a) Measurement of percent solids shall be done by a split sample per load or other agreed upon frequency.
- b) Liquid Customer Material loads shall be approximately 6,100 gallons unless otherwise prohibited by law or otherwise described above and shall be measured by customer flow meter or level indicators in the container and verified by the contractor and customer upon completion of loading.
- c) Cake material will be weighed at a certified weight scale. Full cake load for trailer dumps will be approximately 22 tons per load and for roll-off containers full loads will be approximately 15 tons per load.

8a

Customer Facility(ies) shall mean the following locations(s) where Customer Material is generated or stored:

- a) Housatonic WPCF located at 1255 Oronoque Road, Milford, CT 06461
- b) Beaverbrook WPCF located at 75 Deerwood Avenue, Milford, CT 06460

CPI

All Agreement Prices shall be adjusted annually beginning on July 1, 2021 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Boston-Brockton-Nashua, MA-NH-ME-CT (Series ID CUURA103SAO, CUUSA103SAO) with CPI of May 2020 being the base index year. Said adjustment shall apply to all fees contained herein and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

Price Adjustment = $1 + ((\text{Current CPI} - \text{Base CPI}) / \text{Base CPI})$

CPI = _____

Base CPI = _____

Once CPI is available the Price Adjustment shall take effect retroactively where applicable as of the dates specified above for price adjustment. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Price

Plant Location	Haul Rate	Unit	Disposal Location	Disposal Rate	Unit
Oronoque RD, Milford	\$22.75	22 ton min	Veolia Naugatuck	\$550 under 20% Solids	Dry Ton
Deerwood Ave Milford	\$30.00	15 ton min	Veolia Naugatuck	\$550 under 20% Solids	Dry Ton
Oronoque RD, Milford	\$22.75	22 ton min	Veolia Naugatuck	\$450 over 20% Solids	Dry Ton
Deerwood Ave Milford	\$30.00	15 ton min	Veolia Naugatuck	\$450 over 20% Solids	Dry Ton
Oronoque RD, Milford	\$28.40	22 ton min	MDC Hartford	\$350.00	Dry Ton
Deerwood Ave Milford	\$38.00	15 ton min	MDC Hartford	\$350.00	Dry Ton
Oronoque RD, Milford	\$56.80	22 ton min	A&M Manheim PA	\$78.00	Wet Ton
Deerwood Ave Milford	\$80.00	15 ton min	A&M Manheim PA	\$78.00	Wet Ton
Oronoque RD, Milford	\$390.00	6500 gal	Veolia Naugatuck	\$500	Dry Ton
Deerwood Ave Milford	\$390.00	6500 gal	Veolia Naugatuck	\$500	Dry Ton

8a

Materials Management Agreement

GENERAL TERMS AND CONDITIONS

1. **Definitions.** As used in this Agreement:

"Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

"Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

"Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

"Authorizations" shall mean all authorizations, permits, Applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation, processing and/or disposal of Customer Material in compliance with all Laws.

"Agreement" shall consist of the following documents which Customer acknowledges receiving copies of:

- a) The Agreement;
- b) Scope of Services and Pricing Appendix; and
- c) General Terms and Conditions

"Containers" means the tankers, trailers, tank trailers or roll-off containers provided for the transport of Customer Material.

"Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

"Contractor Services" shall be those services described in Scope of Service and Price Appendix.

"Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

"Customer Material" shall mean those materials generated by or stored at the Customer's Facility(ies) which meet the description of Customer Material in the Scope of Services and Pricing Appendix.

"Governmental Authority" means any governmental authority Including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

"Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

8a

"Intended Use" shall mean any use, placement or disposal of Customer Material pursuant to this Agreement including by example, processing, incineration or deposit in landfill.

"Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

"Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials.

"Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

"Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

"Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement

2. **Services.** Contractor shall provide Contractor Services to Customer.
3. **Price and Adjustments.** The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Pricing Appendix.
4. **Method of Delivery of Customer Material; Container(s).** The Customer shall load Customer Material into the Container(s) provided by Contractor. The Customer will coordinate with Contractor, at the end of each week to schedule pick-up of the Customer Material for the following week. Customer shall properly use and care for Containers left in the possession of Customer, and agrees to return Containers upon Contractor's reasonable demand, in the same condition as when delivered to Customer by Contractor, less ordinary wear and tear.
 - a) **Cake Material.** Cake Customer Material shall be loaded by Customer into Container(s) to within 5% of the lesser of (1) the maximum volume for such Container(s) or (2) the maximum weight allowed for Container(s) by Laws. Per agreed schedule or upon reasonable notice from Customer, Contractor will travel to the Customer Facility, take possession of the filled Container(s) and transport Container(s) for disposal of Customer Material.
 - b) **Liquid Material.** Liquid Customer Material shall be transferred via a hose connection to Container. Customer shall provide an Operator to assist in the loading or unloading of Customer Material. The Operator shall be responsible for starting, stopping and regulating the flow of Customer Material into Container(s). The Contractor shall be responsible for connecting and disconnecting hoses to the Container(s) and shall notify the operator when a Container is full. Customer shall provide a water hose and drain to wash Container(s) as and when required.

5. **No-Load Charge.** Customer will make every attempt to give Contractor not less than 12 hours advance notice if Customer shall not have Customer Material for Contractor to load at the next scheduled loading date and time. For purposes of this section only, Customer may notify Contractor by telephone.

6. **Testing of Customer Material; Frequency.** Prior to commencement of Contractor Services, and at least annually thereafter and as otherwise requested by regulatory agency, the following tests and analysis shall be performed by an accredited independent testing laboratory, and the results shall be sent directly to Contractor:

a) Toxicity Characteristic Leachate Procedure (TCLP) Analysis, with results reported in mg/l. TCLP shall be reported as per Regulatory Levels and Test Procedures under 40 CFR Part 261.24, Table 1:

1) TCLP Constituents - Volatile Organic Components:

Benzene
Carbon Tetrachloride
Chlorobenzene
Chloroform
1,4 Dichlorobenzene
1,2 Dichloroethane
1,1 Dichloroethylene
Methylethyl Ketone
Tetrachloroethylene
Trichloroethylene
Vinyl Chloride

2) TCLP Constituents - Inorganic Components:

Arsenic
Barium
Cadmium
Chromium
Lead
Mercury
Selenium
Silver

3) TCLP Constituents-Semi-Volatile Organic Components:

Chlordane
Total (Cresol)
o-Cresol
m-Cresol
p-Cresol
2,4 D
2,4Dinitrotoluene
Endrin
Heptachlor & Its Epoxide
Hexachlorobenzene
Hexachloro-1,3 butadiene
Hexachloroethane

8a

Lindane
Methoxychlor
Nitrobenzene
Pentachlorophenol
Pyridine
Toxaphene
2,4,5Trichlorophenol
2,4,6 Trichlorophenol
2,4,5-TP (Silvex)

- b) Total metals analysis on a dry weight basis, results reported in mg/kg:
Aluminum (not to exceed 17,500 mg/kg)
Arsenic
Barium
Beryllium
Cadmium
Chromium
Copper
Lead
Mercury
Molybdenum
Nickel
Phosphorus
Selenium
Zinc
Polychlorinated Biphenyls
Percent Fixed Solids
Percent Total Solids
Percent Volatile Solids
- c) Additional testing:
pH (>2; <12.5)
Flash Point (ignitibility) >140' F Paint Filter - Pass (no free liquids)
Reactivity: Hydrogen Cyanide Reactivity: Sulfide
Non-Reactive: Hydrogen Sulfide <500 ppm
- d) Non-Connecticut customers must:
- 1) At least once prior to commencement of services Customer shall provide a description (percentage of total) of the domestic, commercial, and industrial components generating the biological sludge as well as a list of the company names for their major commercial and industrial generators.
 - 2) Perform PCBs and solids testing quarterly.

7. **Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials until such time as the Customer Material is commingled with other customer's materials, water or other materials.

8. **Change in Conditions Affecting Quality of Materials.** Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Material. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Material.

9. **Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

10. **Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within forty-five (45) days of receipt of the invoice.

11. **Termination.**

a) In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. A defaulting Party shall have a right to cure a default within fifteen (15) days. If the defaulting Party fails to cure the default within fifteen (15) days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

b) The Customer may terminate this Agreement, in whole or in part, for any reason, the Customer determines that such termination is in its best interest. Termination of services shall be effected by delivery of a termination notice to the Contractor at least thirty (30) days prior to the termination effective date. Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Customer will not be liable for services performed after the effective date of termination.

12. **Indemnification.** Customer shall defend, indemnify, and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

13. **Access.** Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

8a

14. **Compliance with Laws.** Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

15. **Physical Damage Responsibility; Insurance.**

- a) Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
- b) Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured, on a primary non-contributory basis.
- c) Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

16. **Force Majeure.** Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

17. **Representation of Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

18. **Survival of Obligations.** Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully

8a

observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

20. **Amendments.** This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

22. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

23. **Modification.** This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

24. **Governing Law, Venue Selection.** This Agreement shall be governed by and construed under the laws of the State of Connecticut.

25. **No Third-Party Liability.** Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third-party beneficiary to this Agreement.

26. **Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

27. **Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

8a

28. **Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing via email, facsimile or sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, as follows:

To the City: Lindsay King, Wastewater Superintendent
City of Milford
Housatonic Wastewater Facility
1255 Oronoque Road
Milford, CT 06460
lking@milfordct.gov

To Contractor: H.I. Stone & Son, Inc.
313 Main Street
Southbury, CT 06488

Telephonic notice as set forth in Section 5 may be given to Contractor at the following number: 203-264-8656.

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

29. **Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

30. **Customer Material.** Customer represents and warrants the following with respect to the quality of Customer Material:

- a) Biosolids.
 1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
 2. Polychlorinated Biphenyls. Customer Material shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Material violate more stringent state or local standards, where applicable.
 3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Material meet or exceed the minimum requirements under Laws for Intended Use.
 4. Disposal of Biosolids/Sludge into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

DATE: 06/29/20
TO: Board of Aldermen
FROM: Mayor's Office



THE CITY OF MILFORD, CT
ALLOCATION TRANSFER

Transfer No. 1

FISCAL YEAR 2020-2021

TRANSFER FROM	CLASSIFICATION	MAYOR PROPOSES	BOARD OF ALDERMEN APPROVES
1005 390200	Fund 1005 - Fund Balance Unreserved	495,000	

TRANSFER TO	CLASSIFICATION	MAYOR PROPOSES	BOARD OF ALDERMEN APPROVES
404121 554750 0346	Vehicle Acquisition - Equipment Replacement	495,000	

86

BE IT RESOLVED

By the Board of Aldermen of the City of Milford that, in accordance with the provisions of the Connecticut General Statutes and upon recommendation of the Mayor of the City of Milford, the unallocated funds, as indicated herewith, are hereby allocated for

RECOMMENDED BY:

MAYOR

6-29-20

DATE

I CERTIFY THAT THE AMOUNT RECOMMENDED FOR ALLOCATION FOR THE ABOVE-INDICATED AMOUNT IS UNEXPENDED AND UNENCUMBERED.

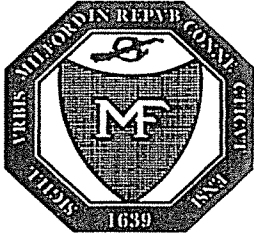
FINANCE DIRECTOR

6-29-20

DATE

86

FIVE YEAR VEHICLE ACQUISITION PLAN					
2017 - 2021					
PUBLIC WORKS					
	2017	2018	2019	2020	2021
Payloader	0	68,000	200,000	0	200,000
Plow Truck	0	200,000	210,000	0	0
Backhoe	0	0	0	0	0
Sanitation Truck	0	300,000	0	0	300,000
Pickup Trucks	0	80,000	0	0	80,000
Mower	0	0	30,000	80,000	0
Van/Box Truck	0	38,000	0	0	0
Auto/Light Duty Vehicles	0	50,000	0	120,000	0
Forklift	0	0	0	45,000	0
Ballfield Rake	0	0	0	30,000	0
Subtotal	0	736,000	440,000	275,000	580,000
Police Cruisers	0	0	0	220,000	0
Auto (Undercover Detective)	0	50,000	25,000	0	0
Van (SWAT)	0	0	0	0	0
Van (Prisoner)	0	0	0	0	0
Van (Surveillance)	0	0	0	0	30,000
SUV (DUI Unit)	0	0	35,000	0	0
SUV (K-9 Unit)	0	0	0	0	0
SUV (Park/Beach)	0	0	0	0	0
Scuba/Marine Boat	0	0	0	0	0
Pickup (Mechanic)	0	32,000	0	0	0
Subtotal	0	82,000	60,000	220,000	30,000
Total	0	978,000	500,000	495,000	1,973,000



8c

City of Milford, Connecticut

Founded 1639

RESOLUTION IN SUPPORT OF JUSTICE AND EQUALITY

WHEREAS, the City of Milford condemns racism and hate in our society, and must work to protect the Constitutional rights and inherent dignity of every person who lives, works and learns in our community; and

WHEREAS, the City cannot be silent. The City must urgently act to stop the racial injustices and structural inequities that harm and anguish our family, friends, neighbors, students, staff members and fellow Americans; and

WHEREAS, the City must engage in critical self-reflection as we listen to those who have endured centuries of discrimination and intolerance, and who deserve to be heard as they share the truth of their stories, experiences and feelings; we must seek with great empathy to understand their challenges and their pain; and

WHEREAS, the City must engage our community in meaningful and honest conversations about racial injustice, to build alliances with those committed to justice for all, and to work together to support our shared conviction that racism must end; and

WHEREAS, the City must lead, individually and collectively, in order to create and nurture an anti-racist learning environment where every person is respected and valued for who they are, regardless of skin color. The City must actively acknowledge, address and prevent the racial bias that occurs as a result of policies, practices and actions; and

WHEREAS, the City must recognize the urgent need to place equity at the center of everything that we do as a community.

NOW THEREFORE, BE IT RESOLVED that we, the members of the City of Milford Board of Aldermen, recognize the painful impact of historic and systemic racism in our nation as we unite in opposition to discrimination and injustice everywhere. We stand together against racism and work toward a more equitable society by marching alongside and supporting those who peacefully fight for social justice. We are committed to confront racism and to the creation of a more perfect union that serves and protects everyone.

Dated at Milford, Connecticut this _____ day of July, 2020

SEAL

KAREN FORTUNATI, CITY CLERK



City of Milford, Connecticut

- Founded 1639 -
70 West River Street - Milford, CT 06460-3317
Tel 203-783-3217 FAX 203-783-3362

Office of
Tax Collector

11 a.

To: Board of Aldermen

From: Cory Gumbrewicz
Tax Collector

Date: July 6, 2020

Re: Refunds

See attached computer listing of refunds direct to taxpayers and/or banks.

The Total Refunds for the July 6, 2020 meeting is \$1,000.00

Explanation of the attached computer printout is as follows:

1. Transaction # located at top left of printout is for our internal Cash register (audit trail).
2. List # corresponds to the account overpaid.
3. Year corresponds with the Grand List Date.
4. Type corresponds with the following:

R	=	Real Estate
U	=	Sewer Service
M	=	Motor Vehicle
S	=	Supplemental Motor Vehicle
P	=	Personal Property
A	=	Sewer Main
L	=	Sewer Lateral
X	=	Prorate Bill

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
1	965	2018	R	LUCAS ARLENE M	-1,000.00	0.00	0.00	0.00	-1,000.00	1.00

REFUND

Check: -1,000.00

REF TO CC1/MTAG

Total Bills: -1,000.00 Total Recv'd: -1,000.00 Change Due: 0.00

Starting Cash in Drawer	0.00
Total Cash Received	0.00
Total Cash in Drawer	0.00
Total Amount in Checks	-1,000.00
Total Amount in Credit	0.00
Total Amount in Drawer	-1,000.00
Total Adjustments	0.00
Total Refunds	-1,000.00
Total Suspense	0.00

*= Interest Override

<u>Year</u>	<u>TYPE</u>	<u>DIST</u>		<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Collected</u>
2018	R REAL ESTATE		1 Payment(s)	-1,000.00	0.00	0.00	0.00	-1,000.00
2018	TOTAL		1 Payment(s)	-1,000.00	0.00	0.00	0.00	-1,000.00
			1 Payment(s)	-1,000.00	0.00	0.00	0.00	-1,000.00

**AN ORDINANCE AMENDING CHAPTER 14, MOTOR VEHICLES AND TRAFFIC,
ARTICLE II, STOPPING, STANDING AND PARKING, DIVISION 1, GENERALLY,
SECTION 14-13 OF THE CODE OF ORDINANCES OF THE CITY OF MILFORD
(Beach and Other Restricted Parking Areas)**

Sec. 14-13. Beach and other restricted parking areas — Parking charges for unrestricted area during certain months of the year; seasonal parking sticker.

- (a) From the Saturday prior to Memorial Day to and including Labor Day of each year during beach hours as set forth of Section 16-2, no person shall park a motor vehicle in the parking areas at Gulf Beach or Walnut Beach marked and designated by appropriate signs as an unrestricted area without paying a parking charge of ~~\$20~~⁴⁰ per day or any portion thereof at the nearest kiosk, unless said vehicle displays a sticker as provided in Section 14-12.
- (b) From the Saturday prior to Memorial Day to and including Labor Day of each year during beach hours as set forth of Section 16-2, no person shall park a motor vehicle in a numerically designated street parking space in the Walnut Beach area without paying a parking charge of ~~\$2.50~~^{5.00} per hour or any portion thereof at the nearest kiosk, unless said vehicle displays a sticker as provided in Sections 14-12 or 14-13(c).
- (c) Any person may purchase a seasonal parking sticker in lieu of paying the daily parking charge upon the payment of ~~\$150~~²⁵⁰. Such sticker will permit parking in the unrestricted area for the period of the Saturday prior to Memorial Day to and including Labor Day of each year. Such sticker shall be issued by the Police Department. The sticker shall indicate the year of its issuance and shall state "Seasonal Parking."

(d) Any motor vehicle parked in violation of this section may be towed pursuant to Section 14-24 of this Article.