



City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

AGENDA
BOARD OF ALDERMEN
MONDAY, JULY 10, 2023 - 7:30 PM

City Hall Auditorium
110 River Street
Milford, CT 06460

Pledge of Allegiance to the Flag.

1. Roll Call.
2. Public Comment: 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 5, 2023, and Special Meeting of the Board of Aldermen on June 27, 2023.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations
6. Mayor's Report:
 - a. For informational purposes, I hereby make the Board of Aldermen aware of the following Mayor's appointment: (D) Thomas Mele, 612 Gulf Street, 06460 as a member of the Energy Advisory Board.
7. Unfinished Business: None
8. New Business:

(8a) Board of Alderman approval is requested for the appointment of (D) Christopher Attardo, 116 Hill Street, Unit 24, 06460, as a member of the Veterans, Ceremony, and Parade Commission to fill the present vacancy, term to expire 12/31/25.

(8b) Board of Alderman approval is requested for the appointment of (R) Donald F. Moore, 1320 New Haven Avenue, 06460, as a member of the Veterans, Ceremony, and Parade Commission to fill the present vacancy, term to expire 12/31/25.

(8c) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Consolidated Housing and Community Development Partnership.

(8d) Board of Aldermen approval is requested for the attached Agreement between the City of Milford and Comstar and to authorize the Mayor, City Attorney and Fire Chief to take all steps necessary, including signing all document to effectuate said agreement.

(8e) Board of Aldermen approval is requested per the attached recommendation of the Planning & Zoning Commission pursuant to CGS §8-24 of the Connecticut General Statutes for the attached Emergency Access Easement Agreement across City-owned property located at 145 High Street, 0 Railroad Avenue (54/322/2B) and 0 River Street (54/322/4A) and the authorize the Mayor and City Attorney to take all steps necessary to effectuate said easement.

(8f) Board of Aldermen approval is requested per the attached recommendation of the Planning & Zoning Commission pursuant to CGS §8-24 of the Connecticut General Statutes for the attached Construction, Maintenance, Access and Use Easement Agreement across City-owned property located at 44-64 River Street and the authorize the Mayor and City Attorney to take all steps necessary to effectuate said easement.

(8g) Board of Aldermen approval is requested for the attached Resolution Re: Utilizing Contractors for Road Work at State Pricing Rate.

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: None.
11. Refunds List
 - a. Consideration of Refunds in the amount of \$4,234.07.
12. Report of Standing Committee:
 - a. Ordinance Committee:
 - i. 12a-1: An Ordinance Amending Chapter 9 Garbage, Trash and Refuse, Article II, Collection, Section 9-14 of the Code of Ordinances of the City of Milford (Rules and Regulations Generally)
 - 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

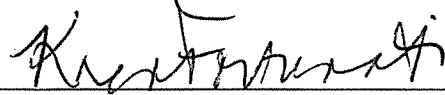
14. Relative to Item 14 of the Agenda, “Executive Session”, I respectfully submit the following for your consideration and action.

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.

- (14a) Consideration of settlement of
 Connecticut CVS Pharmacy, LLC v. City of Milford
 Re: 734 Bridgeport Avenue

(14b) Consideration of settlement of
Milford Plaza Holdings DE LLC v. City of Milford
Re: 155-211 Cherry Street and 199 Cherry Street



Karen Fortunati, City Clerk
Dated at Milford, CT this 5th day of
July 2023

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.

CITY OF MILFORD, CONNECTICUT
OFFICE OF THE MAYOR

July 3, 2023

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

Dear Mr. Vetro:

Relative to Item 6 of the Agenda, namely, Matters of Administration including the Mayor's Report, I submit the following:

(6a) For informational purposes, I hereby make the Board of Aldermen aware of the following Mayor's appointment: (D) Thomas Mele, 612 Gulf Street, 06460 as a member of the Energy Advisory Board.

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

(8a) Board of Alderman approval is requested for the appointment of (D) Christopher Attardo, 116 Hill Street, Unit 24, 06460, as a member of the Veterans, Ceremony, and Parade Commission to fill the present vacancy, term to expire 12/31/25.

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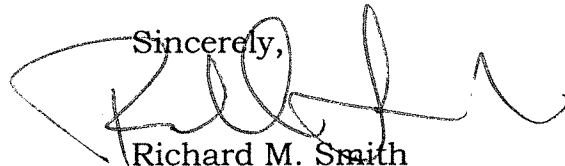
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Connecticut CVS Pharmacy, LLC v. City of Milford
Re: 734 Bridgeport Avenue

(14b) Consideration of settlement of
Milford Plaza Holdings DE LLC v. City of Milford
Re: 155-211 Cherry Street and 199 Cherry Street

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. Smith". The signature is fluid and cursive, with a large initial "R" and "S".

Richard M. Smith
Mayor

atts.

RESUME

FULL NAME: Thomas Mele

ADDRESS: 612 Gulf Street, 06460

PHONE NUMBER: (203)-693-2108

POLITICAL AFFILIATION: R _____ D X _____ U _____

PLACE OF EMPLOYMENT: (With Job Title) Connecticut Metal Industries-
President

EDUCATION: (List All Degrees) City University of NY, Hunter College
BA in Geology

CIVIC ACTIVITIES: _____

PROFESSIONAL ORGANIZATIONS: _____

GOVERNMENT ACTIVITY: (List Elected or Appointed Positions and Dates)

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RESUME

FULL NAME: Christopher Attardo

ADDRESS: 116 Hill Street, Unit 24, 06460

PHONE NUMBER: 203-893-1842

POLITICAL AFFILIATION: R X D U

PLACE OF EMPLOYMENT: (With Job Title) Retired

EDUCATION: (List All Degrees) _____

CIVIC ACTIVITIES: _____

PROFESSIONAL ORGANIZATIONS: _____

GOVERNMENT ACTIVITY: (List Elected or Appointed Positions and Dates)

RESUME

FULL NAME: Donald F. Moore

ADDRESS: 1320 New Haven Avenue, 06460

PHONE NUMBER: 203 874-4058

POLITICAL AFFILIATION: R X D U

PLACE OF EMPLOYMENT: (With Job Title) Retired

EDUCATION: (List All Degrees) Porter & Chester two year certificate in
mechanical and electrical drafting and design

CIVIC ACTIVITIES: _____

PROFESSIONAL ORGANIZATIONS: _____

GOVERNMENT ACTIVITY: (List Elected or Appointed Positions and Dates)

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MEMORANDUM

To: Mayor Richard Smith

From: Sheila Dravis, CDBG Administrator

Date: June 7, 2023

Cc: Justin Rosen, Mayor's Assistant
Toni Weeks, Office of City Attorney
Karen Fortunati, City Clerk
Julie Nash, Director, Economic and Community Development

Subject: Request for Aldermanic Agenda on July 3, 2023 - Resolution to Authorize Application for Community Development Block Grant (CDBG) FY2023 Annual Action Plan

Please find the enclosed Resolution, CDBG FY2023 Annual Action Plan Executive Summary, letter of award, the 30-day notice of public comment and the public comment summary for your review.

The attached Resolution authorizes the Mayor to:
Execute the Application for Federal Assistance SF424 and accept the annual Community Development Block Grant (CDBG) Entitlement Award of \$560,307 for the program year beginning October 1, 2023 to September 30, 2024.

Inclusion of this Resolution on the July 3, 2023 Board of Alderman agenda is necessary to the timely submission of the FY2023 Annual Action Plan with the Application for Federal Assistance SF424 and Certifications to HUD on or before its due date of August 15, 2023.

The Department of Economic and Community Development published the PY49 Annual Action Plan, budget and appendices for comment in the Milford Mirror newspaper and on the ECD webpage of the City website between May 4, 2023 and June 5, 2023.

Thank you for your assistance.

Enclosures

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RESOLUTION

RE: GRANT APPLICATION FOR CONSOLIDATED HOUSING AND
COMMUNITY DEVELOPMENT PLAN

RE: WHEREAS, the Housing and Community Development Act of 1974 and 1987 and The National Affordable Housing Act of 1990 and amendments thereto provides federal funds to create suitable living conditions and improve the health, safety, and public welfare for residents in the community through code enforcement, housing assistance programs, property acquisition and demolition of public use, the expansion and improvement of job skills & training, the quality and accessibility of public services and facilities, in particular to benefit household who live at low to moderate income levels, and in neighborhoods where improvements and accessibility to existing historic properties and recreational spaces will benefit the residents and assist the City to further achieve its goal of a safe, decent affordable community; and

WHEREAS, the City of Milford is entitled to receive Five Hundred Sixty Thousand Three Hundred and Seven Dollars (\$560,307) from said Act; and

WHEREAS, it is in the best interest of the City of Milford to make application for such funding,

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Board of Aldermen of the City of Milford that the Mayor, on behalf of the City of Milford, is hereby authorized to execute the application for funds for the Program Year beginning October 1, 2023 from the U.S. Department of Housing and Urban Development RE: the Housing and Community Development Act of 1974 and 1987 and the National Affordable Housing Act of 1990 and amendments thereto and upon approval of said application is authorized to execute any and all documents applicable to the grant program and to take such actions as may be necessary to carry out the Community Development Block Grant Program.

Clerk of the Municipality

Dated at Milford, CT this _____ day of July, 2023

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City of Milford, Connecticut
Department of Economic & Community Development

Community Development Block Grant (CDBG)
2023-2024 Annual Action Plan
PROGRAM YEAR 49

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PROGRAM YEAR 49 Annual Action Plan (AAP)

Cover Letter to HUD (Signed copy at the time of submission)

AD-26: Administration

AD-50: Verify Grantee/PJ Information in IDIS

AD-55: Verify Grantee/PJ Program Contacts

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PP-05: Lead & Responsible Agencies

AP-10: Consultation

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AP-35: Projects

AP-38: Project Summary

AP-50: Geographic Distribution & Census Tract Map

AP-55: Affordable Housing

AP-60: Public Housing

AP-65: Homeless and other Special Needs Activities

AP-75: Barriers to Affordable Housing

AP-85: Other Actions

AP-90: Program Specific Requirements

APPENDIX

Appendix A - Public Participation Process

NOFA, Grant Application and Guideline, Outreach Information and Handouts

Public Comment Statement

Public Notices

Public Hearing Minutes

Meeting Agenda, Application Packet, HUD Information and Handouts

Appendix B

PR56 Timeliness Report (Grant LOC Expenditure Ratio)

HUD FY2023 Entitlement Community Award Letter

2021 American Community Survey (ASC) / Housing & Demographic Census data

Project Location & Map

Activity Eligibility Summary by HUD Matrix Code

Appendix C (Forms & certification signed after Alderman acceptance)

Application of Assistance SF-424

Certifications Non-State

Assurances – Construction Programs SF-424D

Certification for Drug-Free Workplace HUD-50070

Board of Alderman Certified Resolution

The following report and attachments is on record in the Department of Economic & Community Development, posted on the City ECD webpage and is formally submitted in the eCon Planning Suite electronically to

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milford, Connecticut is a HUD Entitlement Community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The City herein submits the fourth Annual Action Plan in coordination with the 2020-2024 Five-Year Consolidated Plan. The Annual Action Plan program year allocates funds to activities for completion between October 1 and September 30 each year. Annual grant agreements by Subrecipient and award amount are prepared and signed by the organization and the Mayor of Milford.

The annual action plan process follows a public participation process and meets the objectives and goals set forth by the 5-Year Strategic Consolidated Plan. Both plans are a collaborative effort between the City of Milford, the public, local and area agencies, housing advocates, service, and business organizations. The Five-Year Consolidated Planning process includes a series of public meetings, stakeholder interviews, resident surveys, statistical data, and review of the City's other community plans.

The 5-Year Consolidated Plan specifies the City will undertake activities to address community needs; promote services; support suitable and healthy living environment for Milford residents through the creation of, or improvement to, the housing stock in Milford; support fair housing; address slum and blight conditions; promote economic opportunities; with principal goal to benefit low- and moderate-income households and the community.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The City of Milford FY 2020-2024 Five Year Consolidated Plan acts as a planning and a strategic document for the city. As an Entitlement Community, the City is tasked to comply with the HUD regulations developing and funding CDBG activities and programs in accordance with the objectives outlined in the 5-Year Consolidated Plan. Grant proposals are determined eligible if the activity both meets a primary national objective, such as household income, and is aligns with an activity Matrix Code and the Integrated Disbursement and Information System (IDIS), a HUD software reporting system. The current FY 2020-2024 Five Year Consolidated Plan strategies and needs are listed by priority. A full description by priority can be found in FY 2020-2024 Five Year Consolidated Plan which is available in the ECD office and on ECD webpage.

Housing Strategy (High Priority/ Level 1)

Priority Need: There is a need to improve the quality of the existing housing stock in the City and to increase the supply of decent, safe, and accessible housing for low- and moderate-income persons and families of all ages.

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Objective: Promote residential housing choice for all ages of low- and moderate-income households. Increase new and improve the existing housing stock. Create decent, safe, sound, accessible and stable housing environments and decrease eviction and/or homelessness rates.

Homeless Strategy (High Priority/ Level 1)

Priority Need: There is an urgent need for housing and operational support to assist youth and adults experiencing homelessness and persons who are at-risk of becoming homeless.

Objective: Adopt a "Housing First" approach to rapid re-house homeless persons, youth, families, and those who may be at-risk of becoming homeless. Engage private residential property owners to assist the service providers to secure rental units, improve existing housing conditions and promote permanent supportive housing options.

Other Special Needs Strategy (Priority/ Level 2)

Priority Need: There is a growing need for affordable housing and facilities for seniors, persons with disabilities, victims of domestic violence, persons with alcohol/drug dependency, persons with development disabilities and persons with other special needs.

Objective: Improve the living conditions and services for those residents with other special needs, including the disabled population.

Community Development Strategy (Priority/ Level 2)

Priority Needs: There is a need to improve public and private property, neighborhood facilities and infrastructure, and expand public transportation services to improve the quality of life of low- and moderate-income households.

Objective: Improve private property to reduce blighted influences in neighborhoods. Enhance infrastructure and public services for low- and moderate-income persons throughout the City of Milford.

Economic Development Strategy (Priority/Level 3)

Priority Need: There is a need for employment opportunity, job skill training, small business development assistance and improvements to commercial property.

Objective: Improve and expand employment opportunities for low- and moderate-income employees and assist small businesses in the City.

Administration and Planning Strategy

Priority Need: Continue sound management decisions and program practices. Request City support to execute, when required, public facility and infrastructure improvements to ensure Federal, State and/or local funds are expensed in a timely manner.

Objective: To manage and expend Federal, State, and local funds in a timely manner.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The U.S. Department of Housing and Urban Development (HUD), Region I, Hartford Field Office of Community Planning and Development (CPD) performs its annual assessment of its grantees performance upon receiving the Consolidated Annual Performance and Evaluation Report (CAPER) each program year. After reviewing the CAPER, HUD prepares an Annual Assessment letter. The HUD FY2021 PY47 assessment determined the City of Milford continues to demonstrate the capacity to administer the CDBG grant and activities in a manner consistent with HUD regulations and has makes progress to meet its housing and community development goals. The CAPER is available at the City of Milford's Economic & Community Development (EDC) and the Milford EDC webpage.

On August 2, HUD performs an annual timeliness test as required under 24 CFR 570.902. The test calculates the amount of Entitlement grant and Program Income available to spend from the City's

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Federal Line of Credit (LOC) against the total expenditures during the program year to determine whether the total LOC is at or below the 1.50 maximum ratio. Milford's continued compliance with this timeliness requirement is a direct result of its yearly support to its grant subrecipient and their diligent management of CDBG grant funding allocated during the program year. According to the PR56 Timeliness Report on May 1, 2023, Milford's ratio equaled 1.33, well under the maximum 1.50 allowed in the Line of Credit. (Appendix A - PR56 Timeliness Report)



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System

DATE: 05-01-23
TIME: 11:02
PAGE: 1

Current CDBG Timeliness Report
Grantee : MILFORD, CT

PGM YEAR	PGM YEAR START DATE	TIMELINESS TEST DATE	CDBG GRANT AMT	--- LETTER OF CREDIT BALANCE ---		DRAW RATIO		MINIMUM DISBURSEMENT TO MEET TEST	
				UNADJUSTED	ADJUSTED FOR PI	UNADJ	ADJ	UNADJUSTED	ADJUSTED
2021	10-01-21	08-02-22	533,354.00	580,467.08	594,063.42	1.09	1.11		
2022	10-01-22	08-02-23	556,846.00	727,291.10	737,905.15	1.31	1.33		

4. Summary of Citizen Participation Process and consultation process

The process is described in the 2020 Citizen Participation Plan. The Citizen Participation Plan documents how an entitlement community will notify the public of information related to allocation and expenditure of federal funding, and the opportunity to participate and submit public comment as required by HUD. The 2020 Citizen Participation Plan updated to include a structure for public participation during a state of emergency. The Citizen Participation Plan details the public and consultation participation process by report and directs the city to publish a Notice of Funding Availability (NOFA) in a local newspaper, on the City website, and an email to city officials, agencies, interested parties and non-profit organizations at the start of the Annual Action Plan process . The NOFA includes the date of the first public hearing, the due date of the grant application and the CDBG grant program guideline and HUD requirements. The CDBG staff provides a summary of CDBG program requirements, grant criteria, HUD news, end of year performance, and updates on current program year activities and projects as all public hearings and a public comment period to review grant proposals, provide feedback, and discuss housing and community needs.

The Housing Partnership Committee (HPC) is a city ordinance created in accordance with the provisions of Chapter 137c, Section 8-336f of the General Statutes of the State of Connecticut effective September 26, 1989 . The HPC currently offers technical assistance to the ECD staff. Its structure allows it to play a fuller part as a sound board and resource for further discussion of housing in Milford. The Mayor appoints citizens to seven (7) positions with expertise in: land use, wetland, zoning, construction builder, real estate, non-profit agency, public interest group(s) and housing professionals. In addition, the city updated its Analysis of Impediments in 2020 through its 5 Year Consolidated Plan Process and a 2020 resident survey.

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5. Summary of public comments

A summary of public comments to date, will be available with the FY2023 Annual Action Plan as published for public notice beginning May 4, 2023 and ending June 6, 2023 in the local newspaper, on the City's ECD webpage and available to review in the Department of Economic & Community Development (ECD), Monday-Friday 9:00 am -4:00 pm Parson's Government Center, 70 West River Street, 2nd floor, Milford, CT 06460. To access CDBG Reports, the Public Notice and the Plan, go to <https://www.ci.milford.ct.us/economic-and-community-development/pages/community-development-block-grant-cdbg-annual-reports> . A second public hearing will be held on Wednesday, May 10, 2023.

All comments received during the 30-day public comment period will be added to the final Annual Action Plan under the Public Comment Appendix along with a CDBG Schedule, the public notices, the hearing agenda(s) and minute(s), informational handouts, written public comments and a Board of Alderman Certified Resolution

After acceptance by the Board of Alderman, the City of Milford will submit the PY49 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development Hartford Office on or before the due date on August 15, 2023.

6. Summary of comments or views not accepted and the reasons for not accepting them

All written and verbal comments are accepted. No comments or views were rejected during the public participation and approval process.

7. Summary

The specific goals strategies are derived from the HUD mission to improve the general living conditions of low- and moderate-income residents in Milford, update facilities that sustain and protect the environment, and address community needs and that benefit many residents.

8. Grant Activity Budget

The City of Milford received the annual HUD Entitlement Award letter on February 27, 2023, notifying the City of Milford it will receive \$560,307 in Community Development Block Grant funds. The FY 2023 Program Year 49 award will be allocated as follows.

Human Services, Rent & Mortgage Assistance	\$ 15,500
Milford Transit District, Transportation Driver	\$ 14,000
Literacy Volunteers of S.C., Program Coordinator	\$ 3,500
Milford Council on Aging, Food Bank staff	\$ 2,546
Boys & Girls Club, After-school Staff	\$ 12,000
Beth El Center, Homeless Shelter, Support Staff	\$ 18,000
Beth El Center , Soup Kitchen Coordinator	\$ 15,000
Rape Crisis Center of Milford, Inc., 24/7 Hotline	\$ 3,500
DPW, Public Improvements, ADA Curb cut	\$ 50,261
Milford Redevelopment Housing Partnership	\$ 90,000
Single-Family Residential Repair Program	\$ 70,000
Housing Program Administration	\$ 19,000
Multi-Family Residential Repair Program	\$ 75,000
Homeownership Program	\$ 60,000
<u>Grant Planning & Administration</u>	<u>\$112,000</u>
TOTAL	\$560,307

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RECEIVED APR 19 2023



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 27, 2023

The Honorable Benjamin G. Blake
Mayor of Milford
110 River Street
Milford, CT 06460

Dear Mayor Blake:

Congratulations! I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs. Your jurisdiction's FY 2023 available amounts are as follows:

CPD Programs:	Amount
Community Development Block Grant (CDBG)	\$560,307
Emergency Solutions Grant (ESG)	\$0
HOME Investment Partnerships (HOME)	\$0
Housing Opportunities for Persons With AIDS (HOPWA)	\$0
CDBG Recovery Housing Program (RHP)	\$0

These grant funds provide the financial tools to support individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure, and economic hardships. CPD is committed to being your partner throughout the process of using these funds. Our local office will assist in finalizing grant agreements, offer technical assistance and training when needed, and monitor and implement grant funds for eligible projects in a timely manner. We will work with you to ensure proper reporting in the Integrated Disbursement and Information System (IDIS) so we can together improve performance data on how these programs are benefitting and touching people's lives, build trust with stakeholder groups and Congress, and amplify the success stories that you and your jurisdiction are able to accomplish with these vital resources.

Based on your jurisdiction's CDBG allocation for this year and outstanding Section 108 balances as of February 27, 2023, you also have \$2,801,535 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

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Thank you for your continued interest in CPD programs, I greatly appreciate your leadership in using these funds to address your most urgent housing and community development needs, including preventing and reducing homelessness. If you or any member of your staff have questions, please contact your local CPD Field Director.

Sincerely,



Marion Mollegen McFadden
Principal Deputy Assistant Secretary
for Community Planning and Development

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Connecticut Post | Greenwich Time | New Haven Register | Stamford Advocate | The Middletown Press
The News-Times | The Norwalk Hour | The Register Citizen

Fairfield Citizen | New Canaan Advertiser | Shelton Herald | Shoreline Times | The Darlen Times | The Dolphin | The Foothills Trader | The Litchfield County Times
The Milford Mirror | The Ridgefield Press | The Spectrum | The Trumbull Times | The Wilton Bulletin | West Hartford News | Westport News

CITY OF MILFORD
70 WEST RIVER ST
COMM DEVELOPMENT DEPT
MILFORD CT 06460

AFFIDAVIT OF PUBLICATION

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

**CITY OF MILFORD
30-Day Notice of Public Comment
Community Development Block Grant (CDBG)
FY2023 Annual Action Plan**

With this public notice the City of Milford will accept comment for a period of 30-days on the Program Year 49 Annual Action Plan (AAP) and activity budget. The FY2023 AAP has been prepared by the goals and objectives set in the 2020-2024 Five Year Strategic Consolidated Plan and with public participation and in consultation with the Housing Partnership Committee, local officials, and area agencies. The new program year begins October 1, 2023 and ends September 30, 2024.

The 30-day public comment period begins May 4, 2023, and ends June 5, 2023 at 5:00 p.m. The FY2023 AAP is available for review on the City's Economic & Community Development (EDC) webpage at <https://www.ci.milford.ct.us/economic-and-community-development/pages/cdbg-annual-grant-applications-reports-public-information> and a hardcopy can be read in the EDC Office in Parsons Government Complex, 70 West River Street, 2nd floor, Milford, CT 06460. In addition, comments will be accepted at a second public hearing on Wednesday, May 10, 2023, at 5:00 p.m. in Parsons Government Complex, 70 West River Street, Milford, CT 06460 on the 2nd floor in Conference Room B. All comments will be included in the AAP presented to the Board of Alderman and to HUD prior to electronically submitting the Plan on or before its due date on August 15, 2023.

The U.S. Department of Housing and Urban Development (HUD) notified the City of Milford on February 27, 2023 it will receive a FY2023 Formula Entitlement Award of \$560,307. The proposed Annual Action Plan (AAP) and activity budget reflect the FY2023 Entitlement Award.

FY2023 Annual Action Plan Activity Budget

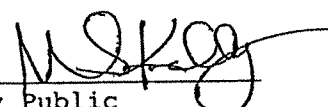
Beth El Center, No-Freeze Emergency Shelter Staff	\$ 18,000
Beth El Center, Soup Kitchen Coordinator	\$ 15,000
Boys & Girls Club, After-school Staff	\$ 12,000
Literacy Volunteers of S.C., Program Coordinator	\$ 3,500
Milford Council on Aging, Food Bank	\$ 2,546
Milford Transit District, Disable/Elderly Van Transport	\$ 14,000
Department of Human Services, Rent & Mortgage Assistance	\$ 15,500
Rape Crisis Center of Milford, Inc., Victim Services	\$ 3,500
DPW, Public Improvements, ADA Curb & Sidewalk	\$ 50,261
Milford Redevelopment Housing Partnership, Hardwire CO Alarm Panel(s)	\$ 90,000
Single-Family Residential Repair Program	\$ 70,000
Housing Program Administration	\$ 19,000
Multi-Family Residential Repair Program	\$ 75,000
Homeownership Program	\$ 60,000
Grant Planning & Administration	\$ 112,000
TOTAL	\$560,307

A substantial amendment totaling \$125,000 from CDBG FY2022 Annual Action Plan will be reprogrammed within the same Plan year. Activity funding from the Single Family Residential Program, DPW Curb Cuts, Adult Education, and Program Administration activities will be allocated to the Public Library, Elevator Replacement activity actual bid price of \$295,000.

Comment on the subject noticed herein is encouraged. An individual with a disability or a non-English speaking person requesting assistance to participate may contact ECD office at (203)783-3230, 5 day's advanced notice is requested

sworn, depose and say
I, _____
a Representative in the
HEARST CONNECTICUT MEDIA
Group, Publisher of the Milford
Mirror, a LEGAL NOTICE as
was published in the

sworn to before me on
the _____
day of May, A.D. 2023.



Notary Public

 Melinda S. Kelly
Notary Public, State of Connecticut
My Commission Expires 12/31/2025

Ad Caption
CITY OF MILFORD 30-Day Notice

Ad Number
0002771935-01

Publication
Milford Mirror

Publication Schedule
5/ 4/2023

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Public Comment Statement

All documents and information provided to the public and applicants during the public participation process to prepare the CDBG Annual Action Plan (AAP) are located in Appendix A.

No written comments were received during the Program Year 48 FY2022 Annual Action Plan he 30-day public comment period beginning on May 4, 2023 and ending June 5, 2023.

The AAP with Board of Alderman and HUD agreement will be posted on the ECD website and included in the electronic submission to HUD on or before August 15, 2023. The Office of Community Planning and Development (CPD) oversees the CDBG program and is a department of the U.S. Department of Housing and Urban Development, located at 20 Church Street, 10th Floor, Hartford, CT 06103-3220.

This Agreement is made by and between The City of Milford, a Municipal Corporation in the State of Connecticut ("the City") and Comstar, a Massachusetts Corporation with principal offices in Rowley, Massachusetts ("Comstar"). The parties agree as follows:

ARTICLE 1

Comstar shall perform billing and collection services ("Contracted Services" - see Addendum #1 for an outline of these services) for the City on behalf of its ambulance service. Comstar does not guarantee payment to the City but rather agrees to set up procedures necessary to collect funds due to the City in connection with ambulance services provided to its patients.

ARTICLE 2

Comstar shall coordinate attainment of all necessary Third-Party Provider¹* Numbers for Blue Cross, Medicare, Medicaid, and other Insurance Company Carriers and take whatever steps necessary in order to submit claims to the various carriers for Ambulance Services rendered by the City. Only in those cases where required information is not available from other sources, will patients be contacted directly.

ARTICLE 3

The Members of the City's ambulance service shall use reasonable efforts to secure from patients and/or the hospital, important information, including name, address, insurance information and other information needed to bill for ambulance services provided by the City.

Once this information is collected, it shall be transmitted to Comstar. Comstar shall promptly ascertain that all required information has been recorded; take the steps necessary to assemble required additional information, and promptly submit all forms required in order to secure payment of the patient's bills from third party carriers. Comstar will contact the City if additional billing/patient data information is necessary.

Comstar's billing process is more particularly set forth in Addendum #1 attached hereto.

ARTICLE 4

All bills prepared by Comstar for the benefit of the City shall indicate to the third-party carrier and patient that payment is to be made payable to the City. In order to control the billing of co-insurers, and others, payments made via check will be processed through Comstar and forwarded to the City. Medicare, Medicaid and some other payers will make payment direct to the client's bank account via EFT. Comstar will have no negotiating rights to the City's bank account.

ARTICLE 5

¹ Third party payers include all parties (other than patient) responsible for payment of the patient's bill for ambulance services rendered by the City. All medical insurance coverage for the patient, as well as Workers' Compensation coverage, is, for the purposes of this Agreement, deemed to be provided by a third-party payer.

the City shall promptly notify Comstar of any direct payments received by the City, and of any decision by the City to grant a write-off for either a portion or the full amount of a patient's bill.

ARTICLE 6

Funds collected by Comstar shall be forwarded to the City or its designated bank account. A reconciliation of all ambulance billing and collection activity, done on behalf of the City during the reporting period, will be sent monthly.

ARTICLE 7

This Agreement shall be effective for a three (3) year period beginning July 1, 2023 and ending June 30, 2026. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of termination on or prior to May 2nd of each contract year. This Agreement may be terminated by either party for any reason after providing sixty (60) days written notice. This Agreement is subject to funds being appropriated by the City.

This Agreement may also be terminated for cause by either party due to a material breach of any term, covenant or condition and subsequent failure to cure same as provided hereafter. Both parties agree to use reasonable efforts to cure a material breach of this Agreement within thirty (30) days of receipt of written notice to cure from the other (the "Cure Period"). If the breach is cured during the Cure Period, or if the breach is one that cannot be reasonably corrected within the Cure Period, but the defaulting party is making diligent and substantial progress toward the correction to the reasonable satisfaction of the non-defaulting party, then this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if the defaulting party fails to cure the material breach within the Cure Period, the non-defaulting party may terminate this Agreement by providing the defaulting party with thirty (30) days written notice.

In the event of the sale or transfer by Comstar of all or substantially all of its assets related to this Agreement to an affiliate or to a third party, whether by sale, merger, or change of control, the City has the right to terminate this Agreement with seven (7) days' notice to Comstar, however prior to any such termination, or, in the event no such termination notice is given, the successor to Comstar shall continue to be bound by the terms of this Agreement at least until the expiration of the then current Term.

Following termination for any reason, Comstar will continue to provide the services agreed to herein for all open accounts for which Comstar has been compensated until the account is closed, for up to ninety (90) days following termination. In no event shall Comstar be responsible for working on any accounts longer than ninety (90) days following termination of this Agreement.

ARTICLE 8

The City agrees to pay Comstar Three Point Five Percent (3.5%) of actual receipts received by the City in connection with its ambulance service. Comstar's monthly fee invoice to the City is due upon receipt. Comstar's fee is to include the following ESO EPCR software products: ESO-Hospital Connection and ESO-Patient Reporting.

ARTICLE 9

It is agreed that all information submitted to Comstar by the City concerning patients treated or transported by the City's ambulance service is confidential and shall not be released to any person or corporation other than third party payers and their agents unless authorized in writing by the patient. the City and Comstar represent

that they will at all times be compliant with all applicable laws. Comstar shall hold the City harmless from any and all liability arising from any failure by Comstar to comply with applicable law. the City shall hold Comstar harmless from any and all liability arising from any failure by the City to comply with applicable law.

ARTICLE 10

This contract may be altered or amended by a writing signed by both Comstar and the City.

ARTICLE 11

Comstar will abide by the billing and collection policy established by the City.

ARTICLE 12

CMS FINAL RULE: BENEFICIARY SIGNATURE REQUIREMENT: On November 1, 2007, CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R. §424.36, require a patient's signature on a claim, unless the patient has died, or the ambulance provider/supplier can qualify for one of a number of listed exceptions. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

ARTICLE 13

AMBULANCE PROVIDER LICENSURE AND CREW MEMBER CERTIFICATION: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed, and all crew members must be certified by your state. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

ARTICLE 14

Comstar will perform the Contracted Services in a competent and efficient manner. All Contracted Services are rendered based on information submitted by the City, as well as that collected from patients and / or hospital, and it is the City's responsibility to ensure the accuracy and completeness of all such information submitted to Comstar. Should any action arise from inaccurate or inappropriate billing based on inaccurate, incomplete and/or inappropriate information which City has submitted to Comstar, the City shall be solely responsible for any and all actions. The parties acknowledge and agree that Comstar shall not be responsible or liable for the operation or management of the City's business activities, nor shall Comstar be responsible or liable for the results of any actions or inactions which City takes as a result of receiving Contracted Services.

The City represents and warrants that it (i) currently has and shall maintain throughout the term of this Agreement, all required licenses, certifications and permits necessary to conduct its business; (ii) currently has and shall maintain throughout the term of this Agreement, a valid Medicare provider number; (iii) is in good standing with all local, state and federal agencies and is not currently the subject of any investigations and/or adverse actions; (iv) is not excluded or subject to exclusion from any state and/or federal health care programs; (v) complies with all applicable local, state and federal laws and regulations. The City will provide copies of all required licenses, certifications and permits to Comstar within thirty days of written request.

Comstar and the City represent and warrant that they comply with all applicable state and federal laws and regulations.

ARTICLE 15

Comstar shall indemnify, defend and hold harmless the City, its agents, officials, employees, all of their respective successors and assigns from and against any and all claims, actions, suits, demands, losses and costs, including reasonable attorneys' fees, but exclusively excluding consequential damages arising out of its performance or lack thereof under this Agreement.

The City shall indemnify, defend and hold harmless Comstar, its agents, officials, employees and assigns from and against any and all claims, actions, suits, demands, losses and costs, including reasonable attorneys' fees, but exclusively excluding consequential damages arising out of its performance or lack thereof under this Agreement.

Each party's obligations to indemnify, and hold harmless the other and its officials, agents and employees shall survive the expiration or earlier termination of this Agreement.

The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the City and Comstar under this Agreement or at law.

Comstar shall purchase and maintain such insurance as will protect the City from the claims set forth herein which may arise out of or result from Comstar's services under this Agreement and for which Comstar or the City may be legally liable.:

Comstar shall be responsible for maintaining insurance coverage in force for the duration of the Agreement of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the City.

Comstar, at its own cost and expense, shall procure and maintain all insurances required and shall include the City as Additional Insureds on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation.

ARTICLE 16

Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient: (i) when delivered personally; (ii) the day following delivery to a nationally recognized overnight courier service with proof of delivery; or (iii) three (3) days after mailing by certified mail, postage prepaid with return receipt requested (or less if receipt notice is received sooner). In each case, notice shall be addressed to the parties at the addresses set forth below or at any other address designated by the parties in writing:

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If to Comstar:

Comstar, LLC
8 Turcotte Memorial Drive
Rowley, MA 01969
Phone: (800) 742-3001
Facsimile: (978) 356-2721
Email: Rick.martin@comstarbilling.com

If to the City:

The City of Milford
c/o The City Attorney's Office
110 River Street
Milford, CT 06460
Phone: (203) 783-3250
Facsimile: (203) 876-1358
Email: citylaw@milfordct.gov

ARTICLE 17

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. In the event of legal action, the matter should be brought to the Superior Court, Judicial District of Ansonia/Milford at Milford, or, if jurisdiction so calls, to the Federal Court in Connecticut. The prevailing party in any such action shall be entitled to all costs of remedy, including reasonable attorney's fees.

This Agreement, including all schedules or addenda hereto, supersedes any and all other agreements, either verbal or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally and may only be amended by an agreement in writing signed by both parties.

This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

Comstar By:

The City By:

Signature

Signature

Richard L. Martin, Manager & CEO
Printed Name & Title

Printed Name & Title

Date: _____

Date: _____

AMBULANCE BILLING AND COLLECTION PROCESS OUTLINE

All Transports

- 1) Secure Electronic Receipt or Retrieval of Client PCR's
- 2) Upon receipt of PCR data file from client, Comstar will issue a confirming email to Client. The email will contain the PCR count received by Comstar in the export file along with the date of service range of the PCR's
 - a. Client will check the Comstar email total to the total of PCR's sent.
 - b. Client will report any variance detected to Comstar for prompt resolution.
- 3) 2 level patient address verification
 - a) 2 level address correction if address provided is undeliverable
 - b) 2 level address search if mail is returned
- 4) Verification of Insurance Information Received with PCR

With Insurance Information

- 1) Claims submitted direct to insurance carrier electronically.
- 2) Deductibles Management Services Applied
- 3) Remittance Advices Attained Electronically
- 4) Denial Appeals submitted as required

No insurance or no insurance information

- 1) Contact or re-contact receiving hospital to attain insurance info, if hospital permits
- 2) Advanced Self-Pay Scrubber Service Applied to Find Any Applicable Insurance
*If no insurance information is obtained, then direct patient billing begins
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

Balance Billing the Patient

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

To Collect Balances Not Received After the Above is Performed

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
 - a. Report Bad Debt to Experian Credit Bureau*, OR
 - b. Send to Collection Agent by Client, no further action by Comstar *, OR
 - c. Abate Charges

Other

- Hardship Waiver Request Form - Standard sent upon request

* Collection of accounts at this stage is doubtful (3-5% of \$ reported.). Therefore, these accounts will be written off if transferred to client and a Collection Agent Report issued. If reported to Experian, the account will be written off and the receivable reinstated and marked paid if/when actual payment is received.



Planning and Zoning
Board

City of Milford, Connecticut

· Founded 1639 ·

70 West River Street · Milford, CT 06460-3317

Tel 203-783-3245 FAX 203-783-3303

Website: www.ci.milford.ct.us

E-mail: planning@ci.milford.ct.us

David B. Sulkis, A.I.C.P.
City Planner

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MEMORANDUM

To: Board of Aldermen

From: David B. Sulkis, City Planner

A handwritten signature in black ink, appearing to read 'D. B. Sulkis', written over the printed name in the 'From' field.

Date: June 8, 2023

Re: CGS 8-24 APPROVAL – 145 High Street, 0 Railroad Avenue
54/322/2B), and 0 River Street (54/322/4A) Emergency Access
Easement Agreement

At its meeting held June 6, 2023, the Planning and Zoning Board voted under Connecticut General Statutes 8-24 to **approve** the item referenced above.

C: Richard Smith, Mayor
Justin Rosen, Chief of Staff
Jonathan Berchem, City Attorney
Linda Michel, Administrative Assistant
Joseph D. Griffith, DPLU

Return:

Dana Eric Friedman, Esq.
Harlow, Adams & Friedman, P.C.
One New Haven Avenue, Suite 100
Milford, CT 06460

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between **THE CITY OF MILFORD**, a municipal corporation and existing under the laws of the State of Connecticut with offices at 70 West River Street, Milford, CT 06460 (“**Grantor**” or the “**City**”), and **METRO TOD, LLC**, a Connecticut limited liability company with offices at 41 Cherry Street, Milford, CT 06460 (together with its successors and assigns, “**Grantee**”). Grantor and Grantee are referred to herein as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Grantor is the owner of certain pieces or parcels of land known and designated as “Map 54 Block 322 Parcel 1 145 High Street 15,472 Sq. Ft. ± 0.36 Ac. ±”, “Map 54 Block 322 Parcel 2B 0 Railroad Avenue 12,033 Sq. Ft. ± 0.28 Ac. ±” and “Map 54 Block 322 Parcel 4A 0 River Street 16,867 Sq. Ft. ± 0.39 Ac. ±” (“**Grantor’s Parcels**”) on a certain map entitled “ALTA/ACSM Land Title Survey Tax Map 54 Block 322 Parcels 1, 2B, 4, 4A High Street, River Street and Railroad Avenue Milford, Connecticut” prepared by City of Milford Engineering Bureau Milford, Connecticut dated July 8, 2015 revised to 08/26/2015 and recorded as Map AB 3605 on the Milford Land Records (the “**Land Title Survey Map**”); and

WHEREAS, Grantee is the owner of a certain piece or parcel of land known and designated as Map 54 Block 322 Parcel 4 44-64 River Street 55,627 Sq. Ft. ± 1.28 Ac. ±” (“**Grantee’s Parcel**”) on the Land Title Survey Map; and

WHEREAS, Grantor and Grantee desire to enter into a mutually beneficial agreement regarding the non-exclusive use of certain areas of Grantor’s Parcels as shown on the Land Title Survey Map for access by emergency vehicles through and across Grantor’s Parcels;

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both Grantor and Grantee, the Parties agree as follows:

1. **Recitals**. The recitals of fact as set forth above are hereby incorporated into the body of this Agreement by reference.

2. **Grant of Easement**. Subject to the terms of this Agreement, Grantor hereby grants to Grantee, its heirs, executors, administrators, successors and assigns the non-exclusive right for emergency vehicles to pass and repass over and across an area shown as “Emergency Access Easement” on a certain map entitled “Emergency Access Easement From High Street Over Lands Of The City Of Milford To Metro TOD, LLC 44-64 River Street, Milford, Connecticut” prepared by CT Civil Group and dated May

5, 2023 (the "Easement Map") to be recorded simultaneously herewith. The legal description of the boundary of the "Easement Area" is as follows:

Commencing at a point on the easterly street line of High Street and the southwest corner of lands now or formerly of the City of Milford known as 145 High Street;

thence running along the easterly street line of High Street N 34° 38' 42" W a distance of 32.41 feet to the easement point of beginning;

thence continuing along the easterly street line of High Street N 34° 38' 42" W a distance of 24.03 feet to a point;

thence running through lands now or formerly of the City of Milford known as 145 High Street, 0 Railroad Ave, and 0 River Street, each in part the following courses:

N 52° 28' 57" E a distance of 36.90 feet to a point;
 S 87° 56' 55" E a distance of 34.41 feet to a point;
 N 69° 22' 53" E a distance of 149.58 feet to a point;
 N 69° 22' 53" E a distance of 170.11 feet to a point;
 N 70° 12' 11" E a distance of 233.62 feet to a point;

thence running along the westerly line of other lands now or formerly of the City of Milford known as 44-64 River Street S 19° 46' 59" E a distance of 24.00 feet to a point;

thence running through lands now or formerly of the City of Milford known as 145 High Street, 0 Railroad Ave, and 0 River Street, each in part the following courses:

S 70° 12' 11" W a distance of 233.24 feet to a point;
 S 69° 22' 53" W a distance of 167.68 feet to a point;
 S 69° 22' 53" W a distance of 156.86 feet to a point;
 N 87° 56' 55" W a distance of 30.58 feet to a point;
 S 52° 28' 57" W a distance of 29.47 feet to the point of beginning;

Containing in all 14,909 square feet or 0.34 Acres more or less and as depicted on the Easement Map.

3. **Good Condition and Repair; Relocation; Obstructions**. Grantee shall have the right to maintain the Easement Area in good condition and repair, at Grantee's sole cost and expense, to assure safe and unobstructed access for said emergency vehicles. In the event that Grantee reasonably determines that the Easement Area is no longer in good condition and repair to assure safe and unobstructed access for emergency vehicles, it will provide thirty (30) days prior written notice to Grantor of Grantee's intent to repair the Easement Area, in which event, Grantor shall have fifteen (15) days to notify Grantee in writing of its election to either (a) make the repairs or (b) allow Grantee to make the repairs. If Grantee is allowed to make such repairs, it will provide Grantor with a certificate of insurance evidencing insurance coverage of Grantor as may reasonably be required by Grantor, and Grantor and Grantee will agree upon a work plan regarding the scope and timing of the repairs. All repairs will be done in a first class and good and workmanlike manner free from any liens or encumbrances and in full compliance with applicable laws, rules and regulations affecting the Easement

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Area. Grantor shall have the right to relocate said Easement Area so long as it remains a minimum of Twenty Four (24') feet wide and is aligned in a linear manner across all of Grantor's Parcels substantially similar to the Easement Area as shown on the Easement Map. Grantor will maintain the Easement Area free from any obstructions that would prevent access by emergency vehicles.

4. **Grantor's Use.** Grantor shall retain the right and privilege to use the Easement Area for all other purposes, except as herein granted or as would interfere with the use or enjoyment of the easement established herein; no building, structure or obstruction shall be located or constructed on said Easement Area by Grantee.

5. **Successors.** The grant of this easement shall be perpetual and shall run with the land and shall be binding upon both the Grantor and Grantee owners, as the owners may, from time to time change, and upon their respective heirs, executors, administrators, successors and assigns.

6. **Private Ownership of Grantor's Parcels.** The grant of the Easement shall not change the private ownership of Grantor's Parcels, and no one shall have any right to use Grantor's Parcels, except as specifically specified herein. Except as expressly limited herein, Grantor reserves for itself and its successors and assigns, all rights as owner of Grantor's Parcels.

7. **Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "Claims") arising from or incurred in connection with (a) Grantee's breach of this Agreement; or (b) the performance of any of Grantee's rights or obligations set forth in this Agreement. The foregoing indemnification will not cover any Claims to the extent the same were caused by the gross negligence or willful misconduct of Grantor. Without limiting the foregoing, Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any Claims arising from or incurred in connection with the release or discharge by Grantee of any hazardous materials into or upon the Grantor's Parcels.

8. **Liens.** No liens or encumbrances of any kind or type shall be imposed on the Easement Area or any other part of Grantor's Parcels due to Grantee's acts or omissions. If any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Grantor and/or any portion of Grantor's Parcels, then Grantee shall, at Grantee's expense, cause same to be discharged of record or bonded within thirty (30) days after written notice to Grantee of the filing thereof, and Grantee shall indemnify and save harmless Grantor against and from all costs and liabilities, suits, penalties, claims and demands, including, without limitation, reasonable attorneys' fees resulting therefrom. If Grantee fails to comply with the foregoing provisions, Grantor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Grantee agrees to reimburse Grantor for all costs, expenses and other sums of money, including reasonable attorneys' fees, in connection therewith upon demand.

9. **No Waiver.** No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10. **Attorney's Fees.** The substantially prevailing Party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the

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interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

11. **Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Connecticut as the same may from time to time exist without regard to conflicts of laws provisions.

12. **Counterparts; Section Headings.** This Agreement may be executed in any number of counterparts, and each when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. The section headings are inserted for convenience only and are not to be construed as part of this Agreement.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, the Grantee Parties, and their respective successors and assigns.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may not be modified or amended except in writing signed by the Parties hereto or their successors, permitted assigns, or subsequent holders of fee title to Grantor's Parcel's.

15. **Severability.** In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

[No further text on this page – signature and acknowledgment pages follow]

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WHEREFORE the City of Milford has set its hand and seal this ____ day of _____, 2023.

GRANTOR:

CITY OF MILFORD

Name:

Name:

By: _____

Name:

Its

STATE OF CONNECTICUT

} ss.

COUNTY OF NEW HAVEN

On _____, 2023 personally appeared _____,
_____ of the **City of Milford**, Connecticut, duly authorized signer and sealer of the
foregoing instrument and acknowledged the same to be ____ free act and deed and the free act and deed
of said municipality, before me.

Name:
Commissioner of the Superior Court

Notary Public

My Commission expires: _____

8e

WHEREFORE Metro Tod LLC has set its hand and seal this ____ day of _____, 2023.

GRANTEE:

METRO TOD, LLC

Name:

By: _____

Name:

Name:
Its

STATE OF CONNECTICUT

} ss.

COUNTY OF NEW HAVEN

On _____, 2023 personally appeared _____,
_____ of Metro Tod, LLC duly authorized signer and sealer of the foregoing
instrument and acknowledged the same to be _____ free act and deed and the free act and deed of said
limited liability company, before me.

Name:

Commissioner of the Superior Court
Notary Public
My Commission expires: _____



Planning and Zoning
Board

City of Milford, Connecticut


· Founded 1639 ·
70 West River Street · Milford, CT 06460-3317
Tel 203-783-3245 FAX 203-783-3303
Website: www.ci.milford.ct.us
E-mail: planning@ci.milford.ct.us

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David B. Sulkis, A.I.C.P.
City Planner

MEMORANDUM

To: Board of Aldermen

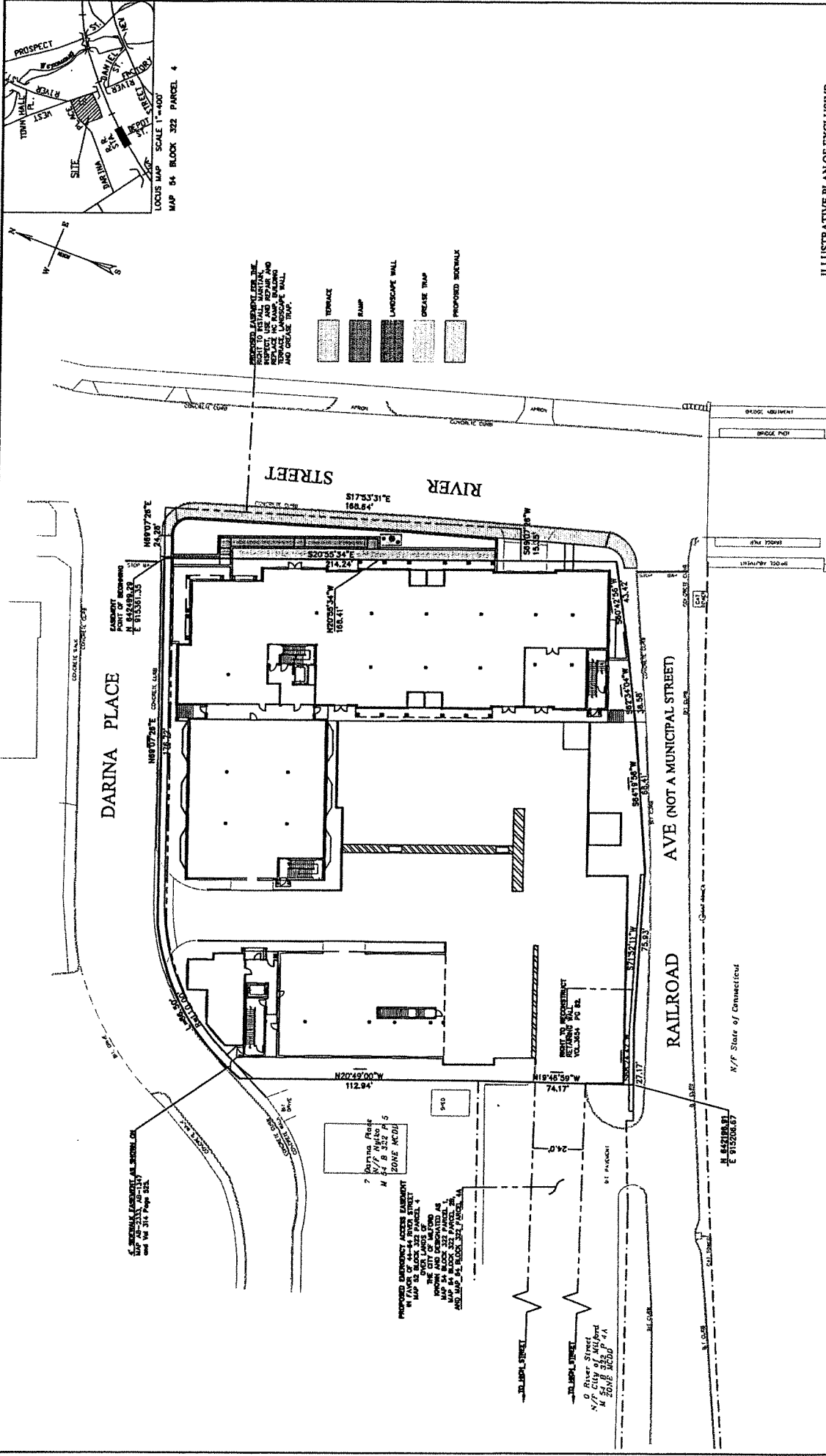
From: David B. Sulkis, City Planner 

Date: June 8, 2023

Re: CGS 8-24 APPROVAL – 44-46 River Street Construction,
Maintenance, Access, and Use Easement Agreement

At its meeting held June 6, 2023, the Planning and Zoning Board voted under Connecticut General Statutes 8-24 to **approve** the item referenced above.

C: Richard Smith, Mayor
Justin Rosen, Chief of Staff
Jonathan Berchem, City Attorney
Linda Michel, Administrative Assistant
Joseph D. Griffith, DPLU



ILLUSTRATIVE PLAN OF EXCLUSIVE EASEMENT FEATURES
2023-05-09

E-1

EASEMENT PLAN
44-44 River St
Milford, Connecticut
DATE: July 23, 2023
SCALE: 1" = 30' 0"

REVISIONS

NO.	DATE	DESCRIPTION
1	04/10/2023	Revised Building lower level source entrance
2	01/09/2023	Revised Building and parking layout
3	05/04/2023	Issued for Permitting and Zoning Meeting

C.C.G. - CT CIVIL GROUP, LLC
Civil Engineering - Land Surveying
155 BEECHAM AVENUE, MILFORD, CT 06460
(203) 671-8370 info@ctcivilgroup.com

NOTICE

This project and plan have been prepared, prepared by the design professional named herein, and the design professional named herein is not responsible for the design of the project or the construction of the project. The design professional named herein is not responsible for the design of the project or the construction of the project. The design professional named herein is not responsible for the design of the project or the construction of the project.



Record and Return to:

Harlow, Adams & Friedman, P.C.
 One New Haven Avenue, Suite 100
 Milford, CT 06460
 Attention: Dana E. Friedman, Esq.

 SPACE ABOVE FOR RECORDER'S USE

CONSTRUCTION, MAINTENANCE, ACCESS AND USE EASEMENT AGREEMENT

THIS CONSTRUCTION, MAINTENANCE, ACCESS AND USE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between **THE CITY OF MILFORD**, a municipal corporation existing under the laws of the State of Connecticut (“**Grantor**” or the “**City**”), and **METRO TOD, LLC**, a Connecticut limited liability company (together with its successors and assigns, “**Grantee**”). Grantor and Grantee are referred to herein as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Grantor is the owner of certain rights of way for the municipal streets commonly known as “**River Street**” and “**Darina Place**” as they abut the real property known as 44-64 River Street (together, the “**Grantor’s ROW**”) as shown on a map entitled “**Easement Plan Prepared for 44-64 River St Milford, Connecticut**” dated July 21, 2020, revised to April 12, 2023, prepared by CT Civil Group, LLC to be filed simultaneously herewith and attached hereto as **Exhibit A** (the “**Easement Map**”);

WHEREAS, Grantee is the owner of a certain piece or parcel of land known and designated as 44-64 River Street, Milford, Connecticut (“**44-64 River Street**”) as shown on the Easement Map; and

WHEREAS, Grantor and Grantee desire to enter into a mutually beneficial agreement regarding the use of portions of Grantor’s Right of Way as shown on the Easement Map and more particularly described in **Exhibit B** attached hereto (the “**Easement Area**”) for access, construction, use and maintenance of multiple structures and facilities by Grantee through and across Grantor’s ROW.

NOW, THEREFORE, for Ten and 00/100 (\$10.00) Dollars and in consideration of the mutual promises of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals of fact as set forth above are hereby incorporated into the body of this Agreement by reference.
2. **Grant of Easements**. Subject to the terms of this Agreement, Grantor hereby grants to Grantee, its heir, successors and assigns, during the Term (as hereinafter defined), the following

exclusive and non-exclusive easements in favor of 44-46 River Street to be used in connection with Grantee's development and operation of 44-46 River Street:

(a) An exclusive easement for the construction, maintenance, repair, replacement and use of: (i) an exterior terrace; (ii) handicap ramp; (iii) retaining/landscape wall; and (iv) subsurface grease trap (collectively, the "**Easement Improvements**") over and across certain portions of Grantor's ROW in the areas identified as: (w) "TERRACE EASEMENT"; (x) "HANDICAP RAMP EASEMENT"; (y) "LANDSCAPE WALL EASEMENT"; and (z) "GREASE TRAP EASEMENT" (collectively, the "**Exclusive Easement Area**") on the Easement Map, with all of the foregoing being referred to as the "**Exclusive Easements**".

(b) A non-exclusive easement on and over the portions of the Easement Area on which the Easement Improvements are not located (the "**Non-Exclusive Easement Area**"), including that certain portion of the Easement Area covering part of the proposed municipal sidewalk shown as "PROPOSED SIDEWALK" on the Easement Map, for the following purposes: (i) to access Grantee's building located on 44-64 River Street and the Easement Improvements; (ii) to maintain, repair, upgrade and replace the Easement Improvements in such manner as Grantee reasonably deems necessary and appropriate, but in all respects subject to the terms of this Agreement; and (iii) the planting and maintenance of landscaping features, being reasonably acceptable to the Grantor, in the parts of the Easement Area identified as "LANDSCAPED AREAS" on the Easement Map, at its sole cost and expense (the "**Landscaped Areas**"), with all of the foregoing being referred to as the "**Non-Exclusive Easements**", and being together with the Exclusive Easements, the "**Easements**".

3. **Private Ownership of Grantor's ROW.** The grant of the Easements shall not change the ownership of Grantor's ROW, and no one shall have any right to use Grantor's ROW, except as specifically specified herein. Except as expressly limited herein, Grantor reserves for itself and its successors and assigns, all rights as owner of Grantor's ROW.

4. **Prior Notice to Grantor.** Grantee shall provide Grantor with at least ten (10) business days prior written notice before conducting any activities that involve the construction, maintenance, repair, upgrade and/or replacement of the Easement Improvements (except in the case of emergency, Grantee shall provide as much written notice as is reasonably possible) and Landscaped Areas, which written notice shall include a description of the work intended to be undertaken by Grantee and the time anticipated to complete such work. Grantee agrees it shall provide Grantor with reasonable updates relating to the foregoing work until completion. Grantor shall be entitled, but not required, to have a representative present during the completion of the work intended to be undertaken by Grantee. Grantee shall pay for the cost of any police officers and other personnel reasonably required by the City to protect the City's property and ensure the safety of the general public.

5. **Standard of Work.** Grantee covenants and agrees to construct or cause to be constructed all of the Easement Improvements and Landscaped Areas in a first class and good and workmanlike manner, free from any liens or encumbrances and in full compliance with applicable laws, rules and regulations affecting the Easement Area and Landscaped Areas. Following completion thereof, Grantee shall keep, maintain and repair the Easement Improvements and

Landscaped Areas so as to comply with all applicable rules, regulations and orders of all governmental authorities or agencies having jurisdiction, at the Grantee's sole cost and expense. Grantee hereby agrees that it shall use commercially reasonable efforts to limit any disturbance to Grantor's or the general public's use of the Non-Exclusive Easement Area, and other adjacent real property owned by Grantor, during any construction, maintenance or repair of the Exclusive Easement Area or Landscaped Areas.

6. **Insurance.** At all times during the Term, Grantee shall maintain, at Grantee's sole cost and expense, (a) commercial general liability insurance including property damage, bodily injury, and contractual liability insurance, in the minimum amount of \$3,000,000.00 per each occurrence (the calculation as to whether such limit is met will include any umbrella coverage of Grantee), (b) auto liability, including bodily injury and property damage, in the minimum amount of \$1,000,000.00 per each accident, and (c) worker's compensation insurance to comply with the applicable laws of Connecticut. Grantee shall name Grantor as an additional insured for the insurance coverages as required by subsections (a) and (b) above and provide Grantor with certificates of insurance within fifteen (15) days of the Effective Date. The foregoing requirements are minimum insurance requirements only. During the Term, Grantor may require Grantee to carry additional types and amounts of insurance coverage, including modifications to any existing insurance coverages required under this Section 6. If Grantor so requires, Grantee shall furnish Grantor with certificates of insurance within fifteen (15) days of Grantor's request therefor.

7. **Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "Claims") arising from or incurred in connection with (a) Grantee's breach of this Agreement; or (b) the performance of any of Grantee's rights or obligations set forth in this Agreement. The foregoing indemnification will not cover any Claims to the extent the same were caused by the gross negligence or willful misconduct of Grantor. Without limiting the foregoing, Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any Claims arising from or incurred in connection with the release or discharge by Grantee of any hazardous materials into or upon the Grantor's ROW.

8. **Liens.** No liens or encumbrances of any kind or type shall be imposed on the Easement Area or any other part of Grantor's ROW due to Grantee's acts or omissions. If any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Grantor and/or any portion of Grantor's ROW, then Grantee shall, at Grantee's expense, cause same to be discharged of record or bonded within thirty (30) days after written notice to Grantee of the filing thereof, and Grantee shall indemnify and save harmless Grantor against and from all costs and liabilities, suits, penalties, claims and demands, including, without limitation, reasonable attorneys' fees resulting therefrom. If Grantee fails to comply with the foregoing provisions, Grantor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Grantee agrees to reimburse Grantor for all costs, expenses and other sums of money, including reasonable attorneys' fees, in connection therewith upon demand.

9. **Notices.** All notices herein provided for shall be given by registered mail or certified mail, postage prepaid, return receipt requested, or sent by overnight express carrier (e.g., Federal Express or UPS) for guaranteed next business day delivery. Notice shall be deemed given when

so mailed and addressed. Either Party may change such address by written notice to the other Party as provided for herein. Notice shall be delivered as follows:

To Grantor: Mayor's Office
City of Milford
110 River Street
Milford, CT 06460
Attn: Mayor

With a copy to: Office of the City Attorney
City of Milford
110 River Street
Milford, CT 06460
Attn: City Attorney

With a copy to: Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
Attn: Gary B. O'Connor, Esq.

To Grantee: Metro TOD, LLC
41 Cherry Street
P.O. Box 3530
Milford, CT 06460
Attn.: Robert H. Smith, Jr.

With a copy to: Harlow, Adams & Friedman, P.C.
One New Haven Ave., Suite 100
Milford CT 06460
Attn: Dana Eric Friedman, Esq.

10. **Term/Termination**. The "Term" of this Agreement shall begin on the Effective Date and shall automatically terminate on that day that 44-46 River Street is no longer operating as a mixed-use commercial and residential property for a consecutive period of twelve (12) months. Upon the expiration of the Term, this Agreement shall be of no further force or effect and the easements granted herein shall terminate without the need for recording any further instrument or agreement by the Parties upon the land records. Notwithstanding the foregoing, Grantee agrees to promptly execute an instrument in recordable form acknowledging such termination at the request of Grantor for recording on the City of Milford Land Records.

11. **Run with the Land**. This Agreement is intended to run with the land.

12. **No Waiver**. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

13. **Attorney's Fees.** The substantially prevailing Party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

14. **Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Connecticut as the same may from time to time exist without regard to conflicts of laws provisions.

15. **Counterparts; Section Headings.** This Agreement may be executed in any number of counterparts, and each when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. The section headings are inserted for convenience only and are not to be construed as part of this Agreement.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and may not be modified or amended except in writing signed by the Parties hereto or their successors, permitted assigns, or subsequent holders of fee title to Grantor's ROW or 44-64 River Street.

18. **Severability.** In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

[No further text on this page – signature and acknowledgment pages follow]

8f

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement intending thereby to be legally bound.

GRANTOR:

CITY OF MILFORD

Name:

Name:

By: _____

Name:

Its:

STATE OF CONNECTICUT

} ss.

COUNTY OF NEW HAVEN

On _____, 2023, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of the **City of Milford**, a Connecticut municipal corporation, and that she/he as such official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the **City of Milford** by herself/himself as such official.

Name:
Commissioner of the Superior Court
Notary Public
My Commission expires: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement intending thereby to be legally bound.

GRANTEE:

METRO TOD, LLC

Name:

Name:

By: _____

Name:

Its:

STATE OF CONNECTICUT

} ss.

COUNTY OF NEW HAVEN

On _____, 2023, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of Metro TOD, LLC, a Connecticut limited liability company, and that she/he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Metro TOD, LLC by herself/himself as such _____.

Name:
Commissioner of the Superior Court
Notary Public
My Commission expires: _____

8f

EXHIBIT A

EASEMENT MAP

(attached)

8f

EXHIBIT B

EASEMENT AREA LEGAL DESCRIPTION

**RESOLUTION RE: UTILIZING CONTRACTORS
FOR ROAD WORK AT STATE PRICING RATE**

WHEREAS, excavation of roadways within in the City of Milford (the “City”) is required for certain projects performed by public utilities within public rights-of-way;

WHEREAS, the City is responsible for road resurfacing and restoration for certain portions of the public rights-of-way that are not disturbed by the public utility project (the “Work”); and

WHEREAS, a more cost effective and efficient manner for the City to complete its portion of the Work is by the City entering into an agreement with the public utility’s contractor to complete the City’s portion of the Work for the same pricing rates in effect with the State of Connecticut Department of Administrative Services at the time of said agreement; and

WHEREAS, it is in the best interest of the City of Milford to enlist the services of the public utility contractor for City’s portion of the Work.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford that the Mayor and Public Works Director are hereby authorized to enter into agreements with public utilities’ contractors for the City’s portion of the Work provided, such contractor agrees to charge the City the same pricing rates in effect with the State of Connecticut, Department of Administration Services at the time of said agreement.



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

RECEIVED

JUN 26 2023

Milford City Clerk

Date: July 10, 2023

Re: Refunds

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

The Total Refunds for the July 10, 2023 meeting is \$4,234.07. 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

City of Milford
 Edit Daily Cash register report for Batch - 24753
 Detail Report in Sequential Order
 Interest Date 7/03/2023 Receipt Date 7/03/2023

11a

<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	500177	2021	M	ACAR LEASING LTD	-250.29	0.00	0.00	0.00	-250.29	0.00
				REFUND						
				Check: -250.29						
				REF ACAR LEASING						
				Total Bills: -250.29	Total Recv'd: -250.29	Change Due: 0.00				
2	500770	2021	M	ALDERMAN KENDALL M	-8.08	0.00	0.00	0.00	-8.08	0.00
				REFUND						
				Check: -8.08						
				REF ALDERMAN KENDALL						
				Total Bills: -8.08	Total Recv'd: -8.08	Change Due: 0.00				
3	4737	2021	R	CEPRO INVESTMENTS INC	-45.00	0.00	0.00	0.00	-45.00	0.00
				REFUND						
				Check: -45.00						
				REF CEPRO INVESTMENT						
				Total Bills: -45.00	Total Recv'd: -45.00	Change Due: 0.00				
4	509933	2021	M	DAIMLER TRUST	-622.69	0.00	0.00	0.00	-622.69	0.00
				REFUND						
				Check: -622.69						
				REF DAIMLER TRUST						
				Total Bills: -622.69	Total Recv'd: -622.69	Change Due: 0.00				
5	4600	2021	U	CFI PROPCO 2 LLC	-366.62	0.00	0.00	0.00	-366.62	0.00
				REFUND						
				Check: -366.62						
				REF EG SHARED SVCS						
				Total Bills: -366.62	Total Recv'd: -366.62	Change Due: 0.00				
6	521895	2021	M	JP MORGAN CHASE BANK NA	-43.12	0.00	0.00	0.00	-43.12	0.00
				REFUND						
				Check: -43.12						
				REF JP MORGAN						
				Total Bills: -43.12	Total Recv'd: -43.12	Change Due: 0.00				
7	531239	2021	M	NISSAN INFINITI LT LLC	-442.33	0.00	0.00	0.00	-442.33	0.00
				REFUND						
				Check: -442.33						
				REF NISSAN						
				Total Bills: -442.33	Total Recv'd: -442.33	Change Due: 0.00				
8	531235	2021	M	NISSAN INFINITI LT LLC	-532.75	0.00	0.00	0.00	-532.75	0.00
				REFUND						
				Check: -532.75						
				REF NISSAN						
				Total Bills: -532.75	Total Recv'd: -532.75	Change Due: 0.00				

Seq	List	Year	TY	Name	Principal	Interest	Lien Fee/Bond		Total	Balance
					Paid	Paid	Paid	Paid	Paid Due	Due
9	18761	2021	U	SULLIVAN PATRICIA K	-167.97	0.00	0.00	0.00	-167.97	0.00
				REFUND						
				Check: -167.97						
				REF SULLIVAN PATRICI						
				Total Bills: -167.97	Total Recv'd: -167.97	Change Due: 0.00				
10	542101	2021	M	THOMPSON BRENT	-38.26	0.00	0.00	0.00	-38.26	0.00
				REFUND						
				Check: -38.26						
				REF THOMPSON BRENT						
				Total Bills: -38.26	Total Recv'd: -38.26	Change Due: 0.00				
11	520218	2021	M	HYUNDAI LEASE TITLING TRUST	-326.72	0.00	0.00	0.00	-326.72	0.00
				REFUND						
				Check: -326.72						
				REF HYUNDAI						
				Total Bills: -326.72	Total Recv'd: -326.72	Change Due: 0.00				
12	509952	2021	M	DAIMLER TRUST	-435.80	0.00	0.00	0.00	-435.80	0.00
				REFUND						
				Check: -435.80						
				REF MERCEDES-BENZ						
				Total Bills: -435.80	Total Recv'd: -435.80	Change Due: 0.00				
13	511468	2021	M	DIGLIO THERESA M	-139.11	0.00	0.00	0.00	-139.11	0.00
				REFUND						
				Check: -139.11						
				REF GREER GARY						
				Total Bills: -139.11	Total Recv'd: -139.11	Change Due: 0.00				
15	546535	2021	M	WOOLDRIDGE EDWARD W	-206.27	0.00	0.00	0.00	-206.27	0.00
				REFUND						
				Check: -206.27						
				REF WOODRIDGE M						
				Total Bills: -206.27	Total Recv'd: -206.27	Change Due: 0.00				
16	10582	2021	R	KRAMER MICHELE A	-164.48	0.00	0.00	0.00	-164.48	0.00
				REFUND						
				Check: -164.48						
				REF KRAMER MICHELE						
				Total Bills: -164.48	Total Recv'd: -164.48	Change Due: 0.00				
17	533102	2021	M	PATRICK ANDREW GEORGE 4TH	-76.86	0.00	0.00	0.00	-76.86	0.00
				REFUND						
				Check: -76.86						
				REF PATRICK ANDREW						
				Total Bills: -76.86	Total Recv'd: -76.86	Change Due: 0.00				

City of Milford
 Edit Daily Cash register report for Batch - 24753
 Detail Report in Sequential Order
 Interest Date 7/03/2023 Receipt Date 7/03/2023

<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>
18	350928	2019	M	STAPLETON KIMBERLY A	-114.90	0.00	0.00	0.00	-114.90	0.00

REFUND

Check: -114.90

REF STAPLETON KIM

Total Bills: -114.90 Total Recv'd: -114.90 Change Due: 0.00

19	503290	2021	M	BEPKO GEORGE T	-252.82	0.00	0.00	0.00	-252.82	0.00
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REFUND

Check: -252.82

REF BEPKO GEORGE

Total Bills: -252.82 Total Recv'd: -252.82 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	-4,234.07
Total Amount in Credit	0.00
Total Amount in Drawer	-4,234.07
Total Adjustments	0.00
Total Refunds	-4,234.07
Total Suspense	0.00

*= Interest Override

<u>Year</u>	<u>TYPE</u>	<u>DIST</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Collected</u>
2019	M MOTOR VEHICLE	1 Payment(s)	-114.90	0.00	0.00	0.00	-114.90
2019	TOTAL	1 Payment(s)	-114.90	0.00	0.00	0.00	-114.90
2021	M MOTOR VEHICLE	13 Payment(s)	-3,375.10	0.00	0.00	0.00	-3,375.10
2021	R REAL ESTATE	2 Payment(s)	-209.48	0.00	0.00	0.00	-209.48
2021	U SEWER USE	2 Payment(s)	-534.59	0.00	0.00	0.00	-534.59
2021	TOTAL	17 Payment(s)	-4,119.17	0.00	0.00	0.00	-4,119.17
		18 Payment(s)	-4,234.07	0.00	0.00	0.00	-4,234.07