

City of Milford, Connecticut

Founded 1639

TO: Ordinance Committee Members

FROM: Frank Smith, Chairman

DATE: September 9, 2020

**SUBJECT: VIRTUAL ORDINANCE COMMITTEE MEETING
AND PUBLIC HEARING
Monday, September 14, 2020**

There will be a meeting of the Ordinance Committee of the Board of Aldermen on **Monday, September 14, 2020 at 7:00 p.m.** auditorium regarding the following Ordinance:

Computer Access:

<https://zoom.us/j/94874740440>

Call-In Access:

Telephone #: 1-646-558-8656

Meeting ID: 948 7474 0440

Passcode: 582695

AGENDA

1. An Ordinance Adopting Article I, Generally, Section 16.1-11 (Dockage and Mooring Fees) and Amending Chapter 16.1, City of Milford Harbor Management Plan Rules and Regulations, Article III, General Regulations, Section 16.1-35 (City Docks and Boat Ramps) and Article IV, Regulations Concerning Anchoring, Mooring and Security of Vessels, Section 16.1-62 (Mooring Fees) And Section 16.1.71 (Fees for Use of Guest Moorings in Milford Harbor) of the Code of Ordinances of the City of Milford.

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

- Founded in 1639 -

AGENDA BOARD OF ALDERMEN

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

September 14, 2020 - 7:30 PM

Join Zoom Meeting

<https://zoom.us/j/94874740440?pwd=aEVEc2Q3VnZlIaTlBmW44aCtvQnR5QT09>

Meeting ID: 948 7474 0440

Passcode: 582695

One tap mobile

+13017158592,,94874740440#,,,,,0#,,582695# US (Germantown)

+13126266799,,94874740440#,,,,,0#,,582695# US (Chicago)

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 August 3, 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 Master Services Agreement between Commerce Bank and the City of Milford and to authorize the Mayor, Finance Director and City Attorney to take all steps necessary, including signing all documents, to effectuate said agreement.

(8b) Board of Aldermen approval is requested for the City of Milford to accept the attached Distracted Driving High Visibility Enforcement Grant and to authorize the Mayor, Police

Chief, Finance Director and/or City Attorney's Office to take all steps necessary, including signing all documents, to effectuate said grant.

(8c) Board of Aldermen approval is requested for the attached Resolution re: A Resolution Authorizing the Issuance and Sale of up to \$45,000,000 for the Costs Associated with City of Milford General Obligation Refunding Bonds.

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 #9 and #10, Fund 1005 and Fund 2812, FY20
11. Refunds:
 - a. Consideration of Refunds in the amount of: \$9,644.64
12. Report of Standing Committee:
 - a. Ordinance Committee
 - 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)

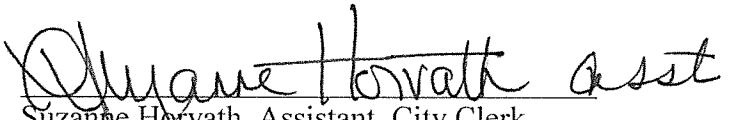
- r. Liaison - Economic Development Commission
- s. Liaison Sub-Committee - Milford Arts Council
- t. Liaison Sub-Committee – Milford Progress Inc.
- u. Liaison Sub-Committee - Fire Commission
- v. Liaison Sub-Committee - Police Commission
- w. Permanent School Facility Building Committee

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

(14a) Consideration of Tournament Turf Care, LLC claim for concessions.

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.


Suzanne Horvath, Assistant, City Clerk
Dated at Milford, CT this 9th day of
September 2020

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

September 9, 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 Master Services Agreement between Commerce Bank and the City of Milford and to authorize the Mayor, Finance Director and City Attorney to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8b) Board of Aldermen approval is requested for the City of Milford to accept the attached Distracted Driving High Visibility Enforcement Grant and to authorize the Mayor, Police Chief, Finance Director and/or City Attorney's Office to take all steps necessary, including signing all documents, to effectuate said grant.
- (8c) Board of Aldermen approval is requested for the attached Resolution re: A Resolution Authorizing the Issuance and Sale of up to \$45,000,000 for the Costs Associated with City of Milford General Obligation Refunding Bonds.

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

- (14a) Consideration of Tournament Turf Care, LLC claim for concessions.

Sincerely,



Benjamin G. Blake
Mayor

atts.

**COMMERCE BANK
MASTER SERVICES AGREEMENT**

THIS COMMERCE BANK MASTER SERVICES AGREEMENT ("Master Services Agreement") is made and entered into as of the Effective Date by and between Commerce Bank, a Missouri bank and trust company ("Commerce") and City of Milford, Connecticut ("Customer"). For purposes of this Master Services Agreement and the Service Agreement(s) attached hereto (as defined below), Commerce and Customer may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS. As used in this Master Services Agreement and any Service Agreement(s) attached hereto, the following terms have the definitions ascribed to them and include the plural as well as the singular:

1.1 "Affiliate" means any company controlled by or under common control with Customer, directly or indirectly, with an ownership interest of at least 50%.

1.2 "Payee" means any entity or person that receives payment from Customer.

1.3 "Payment Instruction" means a Customer initiated and approved file request for payment to Customer's Payee(s) initiated through Commerce's systems.

2. SERVICE. Commerce will provide Customer with a variety of payment solutions that shall be used in accordance with the terms and conditions of this Master Services Agreement, the related Service Agreement(s), and electronic or printed manuals or user guides, if applicable ("Service"). Customer may elect to implement and use one or more of the Services upon execution of this Master Services Agreement or at a future date.

3. USE OF SERVICE

3.1 Payments. Customer authorizes Commerce to make payments to Customer's Payees in accordance with the Payment Instructions. "The term "Payment" as used in this Master Services Agreement and Service Agreement(s) does not imply that Payee has taken the funds, but rather Payment has been made available to Payee using one of the payment methods described in the Service Agreement(s).

3.2 Affiliated Entity Use; Disputes. Customer may from time to time allow its subsidiaries and its affiliated entities, (each individually an "Affiliated Entity" and collectively the "Affiliated Entities") to utilize the Services pursuant to the terms and conditions of this Master Services Agreement. Customer acknowledges that (i) Customer will receive, and will continue to receive, direct and valuable benefit from Affiliated Entities' utilization of the Services; (ii) Customer is and shall remain solely liable and responsible for all of its own performance obligations and those of any and all of its Affiliated Entities who send Payment Instructions and fund payments using the Services; and (iii) Commerce is relying on the foregoing provisions in (i) and (ii) hereinabove in making the Services available to Customer's Affiliated Entities.

All disputes and claims concerning an Affiliated Entity's performance or non-performance of their obligations with respect to Customer shall be resolved between Customer and the relevant Affiliated Entity. Commerce shall have no liability or responsibility to mediate or resolve any such dispute or claim. Customer's beliefs that it is due a credit or other compensation from an Affiliated Entity or other dispute with an Affiliated Entity, shall not affect Customer's irrevocable obligations to fund a payment in respect to a Payment Instructions and pay all fees, if any, associated with each Service.

4. PAYEE.

4.1 Payee Information. Customer acknowledges that Commerce is relying upon Customer to independently verify or otherwise screen each Payee to whom it will send payment. Commerce makes no representation or warranties with respect to the accuracy or completeness of any Payee information supplied by Customer and/or Payee. Commerce shall have no responsibilities or obligations to Customer based on the actions or inactions of the Payees with respect to Customer.

4.2 Payee Disputes. All disputes and claims concerning a Payee's performance or non-performance of their obligations shall be resolved between Customer and the relevant Payee. Commerce shall have no liability or responsibility to mediate or resolve any such dispute or claim and Commerce makes no representations or warranties regarding the acceptability of any party's performance of its obligations. Customer's beliefs that it is due a credit or other compensation from a Payee or other dispute with Payee shall not affect Customer's irrevocable obligations to fund a Payment in respect to a Payment Instructions and pay all fees, if any, associated with each Service.

5. PAYMENT INSTRUCTIONS. Customer will submit Payment Instructions following the procedures given by Commerce. The Payment Instruction will include, but not be limited to, Payee information and specific dollar amounts to be paid to each Payee. Commerce will provide Customer with standard data exchange formats and transmission protocols, along with

requirements and testing processes. Customer may not use the Services for international payments. All Payment Instructions must be submitted for payment in U.S. currency (USD).

5.1 Customer Responsibilities. Customer shall be solely responsible for determining the accuracy, validity and approval of all Payment Instructions and implementing security procedures on its systems to verify the authenticity of Payment Instructions or any other communications sent to Commerce. Commerce is entitled to conclusively rely on the Payment Instructions given by Customer.

Commerce shall not be responsible for and shall be held harmless by Customer from and against any losses directly arising out of or relating to any delay in making or failure to make any Payment to any Payee by reason of (i) the failure or delay of Customer or the Payee to remit any required Payee information; (ii) any instructions by Customer to restrict acceptance or withhold Payment from that Payee; (iii) any failure by Customer to timely approve any Payment Instruction or timely provide funding in respect of any Payment Instruction; (iv) the inaccuracy or incompleteness of any Payee information or instructions provided by Customer or Payee; or (v) if applicable, lack of funds.

5.2 Security Procedures for Payment Instructions. Customer agrees that Commerce is not an insurer against fraud and Customer shall regularly and timely monitor its accounts activity. The user guides applicable to a Service may describe certain security procedures regarding Payment Instructions to be implemented by Commerce and Customer and such security procedures are thereby agreed to by the Parties and deemed to be commercially reasonable. Customer agrees that the purpose of such security procedures is to verify the authenticity of the Payment Instruction and not to detect an error in the transmission or content of any Payment Instruction. In addition, Customer agrees that it shall be solely responsible to assure that such security procedures are properly implemented and followed, and further agrees that it shall be deemed to have refused any such security procedure that it fails to properly implement or follow. Customer agrees that Commerce may from time to time update or amend any user guides describing security procedures and that Customer's continued use of the Services after being provided with notice of such updates, constitutes Customer's agreement to the same. If Customer knows or suspects that such security procedures have been or are breached or violated, Customer shall notify Commerce immediately of any such breach or violation followed by written confirmation. Customer acknowledges that its selection and use of any Service will be based upon a consideration of numerous factors including, but not limited to, Customer's internal fraud-prevention and risk-mitigation measures, and Customer's tolerance for risk of loss.

5.3 Acknowledgement. Customer acknowledges and agrees that once a Payment Instruction has been delivered to Commerce, due to the electronic nature of Payments, a Payment Instruction may not be able to be reversed. Deadlines for reversal for each payment type shall be communicated to Customer during implementation.

6. PROGRAM ADMINISTRATOR. Customer shall designate one or more employees and/or a third-party provider to assist Commerce in the administration of the Service(s) ("**Program Administrator**"). The Program Administrator shall assist Commerce with the implementation and administration of the Services and shall act as the primary point of contact between Customer and Commerce. Customer shall be responsible for ensuring that said Program Administrator(s) is authorized to oversee all decisions, including, but not limited to, file formatting, transmission systems, Customer employee responsibilities, funding procedures, billing statements, custom services and any changes or enhancements made to the Service. Customer agrees that Commerce will not be liable for losses arising from or as a result of the negligence or willful misconduct of Customer's Program Administrator(s), Customer employees, third-party agents, or Customer systems used to transmit Payment Instructions. If Customer or a Program Administrator permits any person or entity other than the documented Program Administrator(s) to perform any duty or responsibility of the Program Administrator, Customer shall be deemed to have authorized that person to act as a Program Administrator and perform duties of a Program Administrator.

7. ELECTION OF INTERNET SYSTEMS. The Parties acknowledge that they intend to establish procedures for the transmission of information and data over the Internet in connection with Customer's access and use of the Services. Customer understands and accepts the risks inherent in the use of the Internet, including the potential for the risk of loss. Commerce shall not be liable to Customer based on or arising out of the failure of any data transmitted over the Internet to arrive in a timely manner (or at all) or be complete and accurate or for any acts by third persons who wrongfully intercept such data. Customer shall be responsible for any costs associated with making its internal systems compatible with the system(s) used to provide the Service(s), if any.

Use of the Internet with any system will require a company ID, user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the company ID, user name and password as authorization for any transaction initiated using the Internet. Customer is responsible for all transactions initiated or authorized using the Internet with any system. The password that Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available to anyone else; (b) use the password as instructed; (c) be liable for the password and for its use, as described in the Service Agreement(s) and/or other manuals or user guides.

8. **TRAINING AND CUSTOM SERVICES.** Commerce uses a 'train the trainer' model for software training. Initial training for Program Administrators (in person, WebEx or by phone) is at no charge. Additional training for Program Administrators via WebEx or by phone is at no additional charge. It is Commerce's intention that the Program Administrator will train system users and cardholders, if any, on reporting and maintenance applications. If further training by Commerce is required for the users of the Service (in person, WebEx or by phone), Commerce will provide training at an additional charge as evidenced by a statement of work. In addition, from time to time, Customer may request custom development, reporting or other services. If Commerce can accommodate such request, the customization shall be evidenced by a statement of work. Customer agrees to pay to Commerce all agreed upon fees associated with such additional training and/or custom services, as indicated in the statement(s) of work executed by the Parties.

9. **FINANCIAL STATEMENTS.** From time to time, Commerce may request, and Customer shall produce financial records relating to the financial condition of Customer. Customer shall produce such records not later than thirty (30) days following such request.

10. **TITLE & OWNERSHIP OF INTELLECTUAL PROPERTY.** Commerce and/or the relevant Commerce third party providers or agents shall retain title and ownership to all software code utilized by Customer in connection with the terms of this Master Services Agreement and Service Agreement(s), including all rights to patents, copyrights, trademarks and trade secrets. No rights in or to any such intellectual property shall accrue to Customer. Customer agrees not to sell, transfer, publish, disclose, display or otherwise make available to others any of the software code, documentation or other materials relating to the software and agrees to use said software according to the provisions contained in any license agreement between Customer, Commerce or the system providers. Customer may not modify, reverse engineer or decompile any of such Intellectual Property nor make any derivative works thereof.

11. INDEMNITY.

11.1 Defense of Third-Party Claims. Commerce will defend or settle any third-party claim against Customer to the extent that such claim alleges that Commerce Services violates an applicable law or Commerce technology used to provide the Service violates a copyright, patent, trademark, or other intellectual property right, if Customer promptly notifies Commerce of the claim in writing, cooperates with Commerce in the defense, and allows Commerce to solely control the defense or settlement of the claim.

(i) **Costs.** Commerce will pay applicable law violation or infringement claim defense costs it incurs in defending Customer, and Commerce negotiated settlement amounts, and court-awarded damages.

(ii) **Process.** If such a claim appears likely, then Commerce may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Commerce determines that none of these are reasonably available, then Commerce may terminate the Service and refund any prepaid funds and unused fees.

(iii) **Exclusions.** Commerce has no obligation for any claim arising from: Commerce's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; or technology or aspects not provided by Commerce. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND COMMERCE'S SOLE LIABILITY FOR VIOLATION OF LAWS AND INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

11.2 By Customer. If a third party claims against Commerce that (a) any part of the Payment Instruction, Payee information or Customer Trademarks: (i) is inaccurate or incomplete, (ii) violates a law, or (iii) infringes that party's patent, copyright, or other right; or (b) such third party is harmed by failure to be paid, and such failure is due to Customer's or Payee's actions or inactions with respect to Payment Instructions or Payee information, Customer will defend Commerce against that third party claim at Customer's expense and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Customer, provided that Commerce promptly notifies Customer of the claim in writing, cooperates with Customer in the defense, and allows Customer to reasonably control the defense or settlement of the claim.

12. TERM AND TERMINATION.

12.1 Term. This Master Services Agreement shall remain in full force and effect until terminated by either Party as herein set forth. Either Party may terminate this Master Services Agreement with or without cause upon thirty (30) days' notice to the other Party. Termination of the Master Services Agreement shall automatically terminate all Service Agreements.

12.2 Immediate Termination by Either Party. Notwithstanding the foregoing, either Party shall have the right to terminate this Master Services Agreement and/or Service Agreement immediately upon the occurrence of any one or more of the following events:

(i) Dissolution or liquidation of the other Party;

- (ii) Insolvency of the other Party; or the institution by or against the other Party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the other Party; or the other Party enters into an arrangement with, or for the benefit of, its creditors;
- (iii) Any material adverse change in the financial condition of the other Party;
- (iv) Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the Parties hereto; or
- (v) If either Party is hereafter prohibited by law from performing or contracting for the Services.

If Commerce terminates this Agreement for any of the reasons above, any and all indebtedness shall immediately become due and payable in full by Customer, without further notice. The Parties shall have all the rights and remedies available at law, in equity, or otherwise. Neither Party will be responsible or liable in any manner for any losses incurred by the other Party, which may arise out of any termination of this Agreement pursuant to this Section.

12.3 Immediate Termination or Reduction of Credit Line or Suspension by Commerce. Notwithstanding the foregoing, Commerce shall have the right in its sole discretion to immediately (a) terminate this Agreement; or (b) decrease the amount of Customer's line of credit, if any; or (c) suspend the Service, in the event any one or more of the following shall occur:

- (i) Customer fails to make any payment to Commerce when due under this Agreement;
- (ii) Any representation or statement made or furnished to Commerce by Customer is false or misleading in any material respect, either now or at the time made or furnished, or becomes false or misleading at any time thereafter;
- (iii) Customer fails to produce financial statements;
- (iv) Garnishment of any of Customer's accounts, including deposit accounts, with Commerce, if any;
- (v) Upon the occurrence of any event in any agreement which would allow Commerce or any other person to declare any indebtedness equal or greater than \$1,000,000.00, owing by Customer and due and payable in full (and Customer shall give Commerce immediate notice of the occurrence of such event);
- (vi) If at any time the underlying investment grade bond rating of Customer or any subsidiary of Customer is below BBB or Baa2 as determined by source utilized by Commerce in its sole discretion;
- (vii) A change in the ownership of Customer, or a sale of all or substantially all of Customer's assets;

If Commerce terminates this Agreement for any of the reasons above, any and all indebtedness shall immediately become due and payable in full by Customer, without further notice. Commerce shall have all the rights and remedies available at law, in equity, or otherwise. Commerce will not be responsible or liable in any manner for any losses incurred by Customer which may arise out of any termination of this Agreement pursuant to this Section. If Commerce decreases the line of credit, Customer must immediately pay Commerce such excess amounts. Commerce may suspend the Service until the breach is cured.

12.4 Termination or Suspension by Either Party for Reasons Unknown. Notwithstanding anything herein to the contrary, either Party may suspend or terminate this Master Services Agreement and/or Service Agreement(s) immediately upon notice, any one or more Services in any one or more states, in the event:

- (i) Either Party reasonably determines that a Service is prohibited in such state(s);
- (ii) Either Party receives correspondence from any regulatory authority with jurisdiction over Commerce or Customer indicating that a Service is or may be prohibited in such state(s); or
- (iii) Any regulatory authority with jurisdiction over either Party requests or requires such suspension or termination.

If termination of this Master Services Agreement and/or Service Agreement(s) should arise pursuant to this Section, neither Party shall be considered in breach of said Agreements or responsible or liable in any manner for any losses incurred by the other Party which may arise out of any termination of this Agreement.

12.5 Transition Assistance. Regardless of the reason for termination, prior to termination Commerce and Company shall mutually agree upon a transition plan. Company acknowledges that upon termination, no further Payment Instructions may be sent to Commerce and no Payments will be made to Payees using the Services.

13. DISCLAIMER AND WAIVER. COMMERCE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS, BOTH EXPRESSED OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. WHILE COMMERCE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICES, COMMERCE DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY NOR ANY OF ITS RESPECTIVE REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF

CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF ANY OF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, BETWEEN COMMERCE AND CUSTOMER, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MASTER SERVICES AGREEMENT AND/OR SERVICE AGREEMENT(S) BETWEEN COMMERCE AND CUSTOMER OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BETWEEN COMMERCE AND CUSTOMER.

14. **NOTICE AND COMMUNICATION.** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate Party at the address set forth below, or at such other address as the applicable Party may indicate from time to time in writing. Notice hereunder shall be sent:

Commerce:
Commerce Bank
Attn: Commercial Payments
811 Main Street, KCCOMPROD
Kansas City, Missouri 64105

Customer:
City of Milford, Connecticut
Attn: Peter Erodicti
70 West River Street
Milford, CT 06460

15. **CONFIDENTIALITY.** In connection with this Master Services Agreement and Service Agreement(s) each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means all or any portion of the contents of the Service, including but not limited to, any of the terms of, conditions of or other facts concerning the Services, information consisting of or relating to the technology, trade secrets, know-how, business operations, plans, strategies, pricing, materials, processes and any written or oral information furnished by either Party which is either nonpublic, confidential or proprietary in nature. Both Parties shall keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Service performed by either Party), or Confidential Information furnished by either Party which is either nonpublic, confidential or proprietary in nature unless such use or disclosure is lawfully permitted or is mutually agreed upon in writing by the Parties; provided, however, Customer understands and acknowledges that affiliates of Commerce and agents of Commerce will assist in the implementation and maintenance of, and provision of various services under, the Service, therefore Customer authorizes Commerce to share any information that it obtains from Customer with its affiliates and agents if needed to perform periodical financial, operational and regulatory reviews and audits. Information may also be shared with any regulators having jurisdiction over the Parties or their affiliates and their Representatives. "Representatives" means, with respect to a Party, that Party and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, auditors and legal advisors.

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Master Services Agreement or Service Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Master Services Agreement or Service Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information. The Parties shall not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Master Services Agreement or Service Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Master Services Agreement or Service Agreement. Both Parties shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms herein.

If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall, to the extent reasonably possible assuming prior notice is given, notify the Disclosing Party of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights herein. If the Disclosing Party waives compliance or the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under the Section would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

16. COMPLIANCE. Customer shall be responsible for having knowledge of and complying with all federal, state and local laws and regulations applicable to its operation and relating to this Master Services Agreement and Service Agreement(s). During the term of this Master Services Agreement and Service Agreement(s), Customer shall monitor laws, rules and regulations and proposed laws, rules and regulations, relating to its operations and the payment methods used for payment and shall immediately notify Commerce of any laws, rules and regulations or proposed laws, rules and regulations, that may impact the payment methods used to pay its Payees under the Service Agreement(s). Customer shall immediately notify Commerce upon the receipt of any such correspondence from any regulatory authority regarding any aspect of the Service Agreement(s), which notice shall include a copy of the correspondence.

Commerce shall be responsible for having knowledge of and complying with all federal, state and local laws and regulations, applicable to its financial operation, and relating to this Master Services Agreement and Service Agreement(s) which shall include the laws and regulations associated with all payment types including, but not limited to, NACHA rules, Payment Card Industry Data Security Standards ("PCI DSS") and operating rules as implemented by the card companies (Visa and/or MasterCard). During the term of this Master Services Agreement and Service Agreement, Commerce shall monitor laws, rules and regulations and proposed laws, rules and regulations, relating to the payment methods and shall immediately notify Customer of any laws, rules and regulations or proposed laws, rules and regulations that may impact the payment methods under the Service Agreement(s). Commerce shall immediately notify Customer upon the receipt of any such correspondence from any regulatory authority regarding any aspect of the Service Agreement(s), which notice shall include a copy of the correspondence.

17. MISCELLANEOUS PROVISIONS.

17.1 Compliance with Applicable Laws and Regulations. The Parties acknowledge that Commerce is a regulated financial institution and Customer must provide such information and records regarding its Payees, companies, vendors, each other's identity, business, and operations, and other matters that may be necessary from time to time in order to enable Commerce to perform periodic financial, operational and regulatory reviews and to comply with any applicable laws or regulatory requirements, including but not limited to the USA Patriot Act and regulations issued by Office of Foreign Assets Control ("OFAC"). In addition, each Party acknowledges that all transactions initiated through the Service are subject to possible limitations under applicable laws and regulations, including the rules issued by OFAC, and that no Payments which violate any such laws and regulations can be made using the Services.

17.2 Taxes. Customer acknowledges and agrees that Customer is responsible for (i) calculating VAT, retail sales, use, withholding or other similar taxes associated with a Payment Instruction; and (ii) collecting or reporting taxes owed to any party or authority associated with a Payment Instruction. Customer shall hold Commerce harmless from all losses directly arising from any failure by Customer or any Payee to collect or pay any such taxes, duties, levies, tariffs or similar charges.

17.3 No Implied Waivers. The rights of any Party under any provision of the Master Services Agreement and Service Agreement(s) shall not be affected by its prior failure to require the performance by the other Party under such provision or any other provision of said Agreement, nor shall the waiver by any Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the Parties to this Master Services Agreement and Service Agreement(s).

17.4 Remedies. If either Party breaches or violates any of the obligations contained in this Master Services Agreement or Service Agreement, and in addition to the rights and remedies otherwise provided in said Agreement, the other Party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of said Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

17.5 Complete Agreement; Amendments. This Master Services Agreement and Service Agreement(s) constitutes the complete understanding between Customer and Commerce with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. No alteration, amendment or modification of any of the terms and conditions of this Master Services Agreement and Service Agreement(s) shall be valid unless made pursuant to any instrument in writing signed by both Parties.

17.6 Authority. The execution and delivery of this Master Services Agreement and Service Agreement(s) by Customer and the performance hereof by Customer have been duly authorized by all necessary corporate action on the part of Customer. Customer shall provide to Commerce, as Commerce may request from time to time, such documentation relating to Customer's authority to contract for the Services.

17.7 Binding Agreement: Benefit. The Master Services Agreement and Service Agreement(s) shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, permitted successors and permitted assigns. Except as agreed to in writing by the Parties, this Master Services Agreement, as well as any applicable Service Agreement shall not be deemed to be entered into for the benefit of any other person, third party beneficiary or entity, and no other person, third-party beneficiary or entity shall have the right against Commerce or Customer under this Master Services Agreement and Service Agreement(s) or any part thereof.

17.8 Assignment. Neither Party shall sell, assign or transfer this Master Services Agreement and Service Agreement(s) or any part thereof without the prior written consent of the other Party; provided, however, Commerce may, without the consent of Customer assign any or all of its rights and obligations under this Master Services Agreement and Service Agreement(s) to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other Party pursuant to a merger, acquisition, consolidation, reorganization, or a sale of all or any portion of its assets.

17.9 Force Majeure. Except for the payment of monies, neither Party is liable for events beyond its reasonable control, including without limitation, force majeure events.

17.10 Severability. The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Master Services Agreement or Service Agreement(s) shall not affect the validity or enforceability of the remaining portions of said Agreement(s) or any part thereof.

17.11 Independent Contractors. Customer and Commerce acknowledge and agree that they intend to create an independent contractor relationship between them under this Master Services Agreement and Service Agreement(s). Accordingly, Customer and Commerce agree that: (i) nothing contained in said Agreements will be construed to make either Customer or Commerce, an agent of the other; (ii) neither Customer nor Commerce shall have any authority under said Agreements to bind, obligate, or otherwise commit the other to any other agreement or transaction for any purpose whatsoever; and (iii) these Agreements do not create or evidence any partnership, joint venture, franchise, or other business organization between the Customer and Commerce.

17.12 Press Releases and Publicity. Neither Party will use other Party's name in press releases, product brochures and annual reports indicating that the Parties are doing business with each other without the prior written approval by the other Party before release. Commerce may not use Customer's name, Customer-provided logo, and general industry/business description in Commerce's client listings and in its sales presentations unless Commerce obtains Customer's prior written consent; provided, however, Commerce may use Customer's name, Customer-provided logo, and general industry/business description in Commerce internal use material for purposes of its internal business needs without obtaining prior written consent.

17.13 Headings and Language. Headings are inserted for convenience of reference only and do not constitute part of this Master Services Agreement and Service Agreement(s).

17.14 Survival: Any terms, that by their nature survive termination of the Master Services Agreement and Service Agreement(s) for a Party to assert its rights and receive that protections of this Agreement, will survive (including without limitation, the confidentiality terms).

18. **ELECTRONIC RECORDS**. Customer agrees that this Master Services Agreement and Service Agreement(s) and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Commerce, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Customer further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Customer waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Customer further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Customer authorizes and agrees to destruction of the paper documents by Commerce upon conversion of the paper documents to a digital or electronic record.

19. **EXECUTION IN COUNTERPARTS**. This Master Services Agreement and Service Agreement(s) may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same

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Agreements. Delivery of an executed counterpart of this Master Services Agreement and Service Agreement(s) by facsimile or other electronic means shall have the same force and effect as the delivery of an original executed counterpart of said Agreements. Any Party delivering an executed counterpart of this Master Services Agreement and Service Agreement(s) by facsimile or other electronic means shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of said Agreements.

20. ELECTRONIC SIGNATURE. The term Electronic Signature shall include, but not be limited to, (i) a non-electronic handwritten signature, or facsimile signature, that is subsequently converted to an electronic format; (ii) a signature produced or reproduced in an electronic file format or by an electronic process, or (iii) any electronic symbol, marking, communication, or process attached to or associated with a document or record. The Parties agree that an Electronic Signature shall have the same force and effect as if the Record bore the signing Party's non-electronic handwritten signature. The term Record, as used in this provision, shall include this Master Services Agreement, Service Agreement(s) or any other document associated with, related to, or governed by said Agreements, whether on paper or in an electronic file format. A reproduction of the Record retained or produced by Commerce that contains either (as applicable) (a) a replication of the Electronic Signature or (b) a replication of the process by which the Electronic Signature was attached to the Record, shall be deemed to be the original Record to the exclusion of any Records produced or retained by other means. Any Record may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute only one agreement.

21. EFFECTIVE DATE. Notwithstanding anything else contained herein to the contrary, this Master Services Agreement and any Service Agreement(s) attached hereto will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce as of the date shown below (the "Effective Date") and/or the date shown on any Service Agreement(s) attached hereto.

IN WITNESS WHEREOF, this Commerce Bank Master Services Agreement has been executed by the duly authorized officers of the parties hereto.

Commerce Bank

City of Milford, Connecticut

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Effective Date: _____

CARD SERVICE AGREEMENT

THIS COMMERCE BANK CARD SERVICE AGREEMENT ("Card Service Agreement") is made and entered into as of as of the Effective Date shown below by and between Commerce Bank ("Commerce") and City of Milford, Connecticut ("Customer").

Commerce and Customer agree that this Card Service Agreement is governed by the Master Services Agreement. Terms used herein which are not defined in this Card Service Agreement shall have the meanings given to them in the Master Services Agreement.

▪ **Commerce Bank Card Service Agreement – AP Cards and/or Private Network Cards
(Pre-Funded Transactions)**

Commerce will facilitate payment to Customer's Suppliers by assigning pre-funded AP Cards and/or pre-funded Private Network Cards to Customer ("Card Service").

1. **DEFINITIONS.** These additional terms, as used in this Card Service Agreement and any other Service Agreement, shall have the following meanings and include the plural as well as the singular:

1.1 "AP Card" means the Visa or MasterCard account number associated with the AP Card issued by Commerce to Customer or its Administrator without an associated plastic under the Program. The operating rules, established by card companies, shall govern the services offered.

1.2 "Network Transaction" means the payment transaction where Commerce is only the AP Card issuer (issues AP Cards to Customer) and does not control fees associated with acceptance of a card transaction by the Supplier.

1.3 "Private Network Card" means the Commerce Bank Private Network Card account number associated with the Commerce Bank Private Network Card issued by Commerce to Customer or its Administrator without an associated plastic. The operating rules, established by Commerce, shall govern the services offered.

1.4 "Private Network Transaction" means the payment transaction where Commerce is both the Private Network Card issuer (issues Private Network Card to Customer) and the acquirer (has limited banking relationship with merchant) and controls the fees associated with the transaction.

1.5 "Supplier" means any entity, Supplier or person that has entered into a contract with Customer pursuant to which such entity provides goods or services to or on behalf of Customer. "Supplier" shall have the same meaning as "Vendor" and may be used interchangeably.

1.6 "Unauthorized Charge" means the use of a AP Card and/or Private Network Card by a person, other than the Customer, who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

2. **ENROLLMENT.**

a. Customer shall provide Commerce with an electronic file that includes its Suppliers' contact information and Customer grants Commerce the right to contact its Suppliers for enrollment and payment purposes. Commerce will conduct commercially reasonable efforts to enroll Suppliers that will accept AP Card or Private Network Card as their preferred method of payment.

b. Once a Supplier is enrolled for Payment by Commerce and selects AP Card, Customer may not re-enroll the Supplier for virtual card payments with another card issuer during the term of this Card Service Agreement, including any renewal term.

3. **AP CARD AND/OR PRIVATE NETWORK CARDS.**

a. Commerce shall issue AP Cards and/or Private Network Cards to the Customer, provided that a Payment Instruction has been made by an Administrator in the form required by Commerce.

b. Commerce acknowledges the ability of Customer to revoke any authority given to an Administrator, at Customer's discretion upon proper notice to Commerce; provided, however, that Customer shall remain liable for all charges made to each AP Card and/or Private Network Card as provided in this Card Service Agreement.

c. If a Private Network Transaction is utilized to pay Customer's Supplier, Commerce will agree to pay Customer's Suppliers so long as the Supplier meets certain underwriting criteria, enters into a limited merchant agreement with Commerce, and provides Commerce with requested account information and documentation. Should the Supplier fail to meet any of the above, Commerce may reject or terminate said Supplier and upon notification to Customer Commerce will no longer be responsible for payment under this Program.

d. Customer acknowledges that the Private Network Transactions are not Visa transactions and Customer has no recourse against Visa regarding any Private Network Transactions or any other claims arising from the Private Network Cards. Customer shall indemnify Visa and hold Visa and its members harmless from and against claims, liabilities, losses and expenses arising from or in connection with the Private Network Cards.



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4. MANUAL AP CARD SUPPLIER PAYMENT. During enrollment, Commerce will contact Customer's Suppliers to see if they accept credit cards for payment. Some Suppliers accept credit cards, but only if paid manually via phone, fax or Supplier's website. If authorized by Customer, Commerce, on Customer's behalf, shall contact the Suppliers who wish to be paid manually and Commerce shall determine which Suppliers are best suited to use the Manual AP Card Supplier Payment service to facilitate payment. Customer shall provide Commerce with accurate information needed to complete each Supplier payment authorized by Customer, including, but not limited to, phone numbers, website addresses, authorization codes, user names and/or passwords (collectively "Payment Information"). Customer is solely responsible for communicating accurate Payment Information to Commerce and keeping information current, failure to do so may result in the delay or inability to complete a Manual AP Card Supplier Payment. Should a Supplier require Commerce to reset a password in order to continue to make a Manual AP Card Supplier Payment, Customer authorizes Commerce to reset the password. Commerce will notify Customer of a failed Manual AP Card Supplier Payment, otherwise all other processes, procedures and reporting remain the same. Volume from the Manual AP Card Supplier Payments will be included in the Monthly Net Volume for revenue share purposes.

5. FEES. Commerce shall be paid fees and charges, if any, set forth in the Card Service Schedule, attached hereto and incorporated herein by this reference, and as set forth herein, and may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice.

6. PRE-FUNDED TRANSACTIONS. Customer shall authorize Commerce to debit its designated Customer Account or Customer may choose to send Commerce an ACH payment, for all amounts included in each Payment Instruction. Depending on how funds are received, Commerce/Customer shall place said funds in one or more Disbursement Accounts for the settlement of Customer's pre-funded transactions. Payment Instructions received by the cut off time will not result in Payment, unless and until there are sufficient verified funds available in the Disbursement Account. Once funds have been received and verified, during the next one to four business days, Commerce will process each Payment and inform Customer's Suppliers when Payment will be available. Cut off times and the timetable to process a Payment depends on how funds are received and the payment type, see the Customer Responsibility Manual and other Documentation for details. Customer acknowledges that funds delivered to the Disbursement Account are irrevocable. Unless otherwise agreed upon in writing, Commerce does not have any binding obligation to extend any credit accommodations to Customer.

7. MAXIMUM PAYMENT AMOUNT. Commerce may establish a maximum Card Service Payment Instruction amount and will notify Customer if and when such maximum Card Service Payment Instruction amount is established.

8. TERMINATION.

- a. This Card Service Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate this Card Service Agreement, with or without cause at any time, by providing the other Party with no less than thirty (30) days' prior written notice of its intent to terminate.
- b. All AP Card and Private Network Cards shall be deemed canceled effective upon termination of this Card Service Agreement or as otherwise provided herein.

9. POINT OF SALE REPORTING. Commerce, either directly or indirectly through its Suppliers, receives data from the transactions made with the Commercial Cards and/or Payment Cards; such data will be delivered to Customer as specified herein. Commerce shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing in connection with the foregoing data that Suppliers' merchant systems are transmitting at the point of sale.

10. LIABILITY LIMITS. WITHOUT LIMITING EACH PARTY'S RIGHT TO INDEMNIFICATION AS SET FORTH IN SECTION 10 OF THIS CARD SERVICE AGREEMENT AND CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY ACKNOWLEDGES AND UNDERSTANDS THAT THE OTHER PARTY'S LIABILITY RELATED TO ANY CLAIM ASSOCIATED WITH THIS CARD SERVICE AGREEMENT IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE PARTY THAT ARE A DIRECT RESULT OF THE OTHER PARTY'S FAILURE TO ABIDE BY THIS CARD SERVICE AGREEMENT. A PARTY MUST BRING ANY ACTION WITH RESPECT TO SUCH CLAIM WITHIN ONE (1) YEAR AFTER IT AROSE.

11. CUSTOMER LIABILITY. Except as noted below, Customer shall be solely liable for the payment of all charges incurred in the use of AP Cards and/or Private Network Cards.

- a. Customer shall not be responsible for an Unauthorized Charge that is a result of the use of a stolen AP Card and/or Private Network Card if the AP Card and/or Private Network Card are reported stolen via telephone as provided in this Agreement below, within ninety (90) days after the Unauthorized Charge occurred. If the AP Card and/or Private Network Card are not reported stolen within such time frame, Customer shall be liable for all charges associated with the stolen AP Card and/or Private Network Card.
- b. It is further understood and agreed that when a chargeback (the reversal of a card transaction previously credited to a Supplier account), chargeback fee or any other charges to Customer's Supplier occurs, including, but not limited to, loss relating to

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Supplier disputes and Supplier processing fees (collectively "Charges"), Commerce will seek payment from Supplier's account. Provided, however, if the Charges are a result of a Private Network Transaction and Supplier does not have sufficient funds in its account to cover the Charges, then the total amount due from Supplier shall be deemed an "Uncollected Supplier Debt". Customer agrees that Commerce shall not be held responsible for any Uncollected Supplier Debt.

c. Notification of loss, stolen or possible unauthorized use of an AP Card and/or Private Network Card, should be communicated to Commerce at 800-892-7104 immediately. Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 811 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

IN WITNESS WHEREOF, this Commerce Bank Card Service Agreement has been executed by the duly authorized officers of the Parties hereto.

Commerce Bank

City of Milford, Connecticut

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Effective Date: _____

Card Service Schedule

<i>MONTHLY REVENUE SHARE</i>
The terms outlined herein will expire in 60 days from August 28, 2020 August 27, 2020 unless an Agreement is executed.

AP Card Pre-Funded		
Monthly Net Volume	Corresponding Annual Net Volume	Revenue Share
\$0 - \$166,667	\$0 - \$1,999,999	1.35%
\$166,668 - \$291,667	\$2,000,000 - \$3,499,999	1.41%
\$291,668 - \$416,667	\$3,500,000 - \$4,999,999	1.45%
\$416,668 - \$500,000	\$5,000,000 - \$5,999,999	1.49%
\$500,001 +	\$6,000,000 +	1.53%
The average monthly transaction amount must be greater than \$750		
Total Monthly Net Volume is calculated using AP Card volume only		

Private Network Card	
Supplier Agreed Upon Rate	Revenue Share
2.00%	1.00%
1.75%	0.75%
1.50%	0.50%
1.25%	0.25%
1.00%	0.10%
The average monthly transaction amount must be greater than \$1000	
Private Network Card volume is calculated independently of all other Card types	

<i>REVENUE SHARE TERMS & CONDITIONS</i>

- 1) Volume calculations exclude credits, cash advances, fraudulent transaction amounts and volume qualifying under 1% interchange.
- 2) AP Card Volume qualifying at Visa or MasterCard reduced rate programs will be paid at 0.50%.
- 3) AP Card Volume qualifying at Level 3 (L3) will be paid at 0.75%.
- 4) Average monthly transaction amount is defined as gross purchase volume divided by total transaction count.
- 5) Customer shall have ninety (90) days from statement date to notify Commerce of any revenue share payment errors.
- 6) Commerce reserves the right to withhold, suspend or modify revenue share payment for the following reasons:
 - a) If Customer's average Interchange Rate falls below 2.25%
 - b) If Interchange Rates become significantly altered by Visa and / or MasterCard
 - c) If monthly volume contain fraudulent transactions
 - d) If monthly revenue share payment is less than \$10

<i>PROGRAM FEES FOR ALL CARDS</i>	
Late Fee for Central Bill Accounts	For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card and Payment Cards will be 2.5% of the amount past due.
Payment of Undisputed Fees	If there is a dispute between the Parties with respect to any fee due hereunder, any portion that is not disputed shall be paid by Customer to Commerce on the due date. Any such partial payment shall not, however, constitute a waiver by Commerce of such payment or of any other rights. Customer must dispute fees within ninety (90) days after the month in which the Services were rendered or may be considered final and no longer subject to adjustment.
International Service Fee	Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee.
ACH Return	\$29 each after first occurrence
Phone Payment	\$15 each after first occurrence



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Statement Reprinting	\$2 per statement after three occurrences Free through certain software products selected by Customer.
Other	For information, copies or other reports not specified in this Schedule, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.
Customized Programming	<p>AP File Layouts</p> <ul style="list-style-type: none"> ❖ Standard – No Charge ❖ Custom – in those instances where this effort will generate a cost over \$3,000, Commerce will obtain a price quote for Customer. <p>Reconciliation Reports</p> <ul style="list-style-type: none"> ❖ Standard – No Charge ❖ Custom – Commerce will obtain a price quote for Customer. <p>Other Custom Programming</p> <ul style="list-style-type: none"> ❖ Commerce will obtain a price quote for Customer unless development is mutually agreed upon by Customer and Commerce. Development hours, beyond the initial 20 hours, are typically charged at a rate of \$150.00 per hour.
Fees may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice	

IN WITNESS WHEREOF, this Card Service Schedule has been executed by the duly authorized officers of the parties hereto, and this Card Service Schedule shall supersede any prior Card Service Schedule.

Commerce Bank

City of Milford, Connecticut

By: _____

By: _____

Printed Name: _____

Printed Name: _____

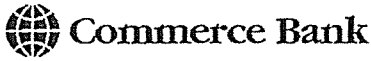
Title: _____

Title: _____

Effective Date: _____

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ELECTRONIC PAYMENT AUTHORIZATION



This electronic payment authorization by City of Milford, Connecticut ("Customer") authorizes Commerce Bank ("Commerce") to initiate debit and credit entries and if necessary, initiate adjustments for any entries in error to the bank account indicated held at the financial institution named below. Both parties acknowledge that the origination of ACH transactions to Customer's account must comply with the provisions of all U.S. laws, rules and regulations, including, but not limited to, the National Automated Clearing House Association (NACHA) rules.

Supplier Payments - Card (Debit/Credit)

Revenue Share Payments (Credit)

Financial Institution Name: _____

Financial Institution Name: _____

City & State: _____

City & State: _____

Routing/Transit #: _____

Routing/Transit #: _____

Account #: _____

Account #: _____

Account Title: _____

Account Title: _____

Supplier Payments - Non Card (Debit/Credit)

Program Transaction Fees (Debit) (if applicable)

Financial Institution Name: _____

Financial Institution Name: _____

City & State: _____

City & State: _____

Routing/Transit #: _____

Routing/Transit #: _____

Account #: _____

Account #: _____

Account Title: _____

Account Title: _____

This authority is to remain in full force and effect until Commerce has received written notification from Customer of its termination in such time and in such manner as to afford Commerce and the Financial Institution a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce reserves the right to terminate this authorization at any time.

(Customer)

Commerce Bank

By: _____
Signature

Address: Commerce Bank
Attn: Client Care Team
P.O. Box 411036
Kansas City, MO 64179-9640

Print Name: _____

Telephone: 1-800-892-7104
Fax: 1-816-760-7935

Title: _____

Date: _____

Address: _____

ANY COMPANY 101 ANY STREET ANYTOWN, CA 94021		DATE: _____
PAY TO THE ORDER OF: _____		\$ _____
ANYTOWN BANK 100 BANKING WAY ANYTOWN, CA 94021		DOLLARS ONLY
MEMO: _____	⑆00000101⑆	⑆000024578⑆ ⑆2457802⑆
	⑆000000000⑆	⑆000000000⑆



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Certification of Beneficial Owner(s)

What is the purpose of this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e. the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Legal Entity Information

Legal Entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal Entity does not include sole proprietorship, unincorporated associations, or natural persons opening accounts on their own behalf. Legal Entity for which the account is being opened:

Entity Name			Entity Tax ID Number	
City of Milford, Connecticut				
Entity Street Address		City	State	Zip
Entity Type - description of the Entity (e.g. Limited Liability Company (LLC))				

Beneficial Ownership Information:

The following information for each individual*, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the Legal Entity listed above:

Please mark box if no individual meets this definition

Beneficial Owner 1 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth	
Residential Street Address		City	State	Zip
For U.S. Persons: Social Security Number OR For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number				

Beneficial Owner 2 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth	
Residential Street Address		City	State	Zip
For U.S. Persons: Social Security Number OR For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number				

Beneficial Owner 3 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth	
Residential Street Address		City	State	Zip
For U.S. Persons: Social Security Number OR For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number				

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Beneficial Owner 4 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth

Residential Street Address	City	State	Zip

For U.S. Persons: Social Security Number OR
 For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number

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Control Person Information

The following information for one individual with significant responsibility for managing the Legal Entity listed above:

- An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); OR any other individual who regularly performs similar functions.

First Name	Middle Name	Last Name	Title

Residential Street Address	City	State	Zip	Date of Birth

For U.S. Persons: Social Security Number OR
 For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number

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Certification of Beneficial Owner(s)

Name of individual opening account or maintaining the Business Relationship

I, _____, (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

First Name	Middle Name	Last Name	Title

Signature (Print Form and Sign Here)	Date

For Internal Use Only:
Reason



Certificate of Authority and W-9 for a Government Organization

Customer Name ("Organization")	Taxpayer Identification Number (TIN)
City of Milford, Connecticut	
Address	City, State, Zip

The undersigned certifies that he/she is the duly elected and qualified Secretary Assistant Secretary, or Clerk of the Organization; that the following resolutions, or substantively similar resolutions, have been duly adopted by the Governing Board/Governing Body of the Organization pursuant to its bylaws and the power and authority granted by such resolutions and/or bylaws remain in full force and effect and have not been amended or revoked; that the officers listed below have been granted the requisite power and authority to transact business as described herein ("Authorized Person(s)"), and that the specimen signature(s) of the Authorized Person(s) below are true and genuine.

RESOLVED, that any one of the Authorized Person(s) may from time to time appoint an Administrator to assist Commerce Bank ("Commerce") in the administration of the Account(s) or Programs as provided in the applicable Agreement (each such term as defined in the Agreement).

RESOLVED, that the specimen signature(s) of the Authorized Person(s) below are true and genuine, whether such signatures are handwritten or electronic. If electronic signatures are provided, Commerce is authorized to accept the electronic signature of Authorized Person(s) for the purposes of authenticating or demonstrating the party's intent to be bound and shall have the same force and effect as if a document bore a handwritten signature.

FURTHER RESOLVED, Commerce is authorized to act upon these representations and resolutions until written notice of revocation is delivered to Commerce, and Commerce is authorized to presume the authority described herein shall apply with equal force and effect to the successors in office of the officers named herein.

Name of Authorized Person(s)	Title	Signature(s)	Check appropriate boxes	
			Section A (Credit)	Section B (Pre-Funded)

Section A - Credit Programs: Commercial Cards/AP Cards/Private Network Accounts/Claims Payments

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish credit card accounts (with or without an associated plastic card)("Accounts") with Commerce, to incur debt (in the form of a line of credit established by Commerce for the Organization) associated with the Accounts, to pledge property as security for repayment of amounts due Commerce, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application, agreement, Master Services Agreement or other documentation requested by Commerce (each an "Agreement") to open the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time request Commerce issue Commercial Cards, AP Cards and/or Private Network Accounts to any one person in connection with any of the Accounts.

Section B -Pre-Funded Programs: AP Cards (ActiveFunds)/Private Network Accounts/Claims Payments/AP Automation (Process & Pay; Invoice Automation & Pay; or Payment Hub)/Merchant Bankcard/General Banking Services

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish an ActiveFunds, AP Card, Private Network Accounts, Claims Payments, and/or AP Automation program (each a "Program"), and other general banking services with Commerce, including, but not limited to Merchant Bankcard services, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any agreement, Master Services Agreement, Merchant Agreement or other documentation requested by Commerce (each an "Agreement") to establish a Program or general banking service.

Substitute Form W-9 Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).
4. I am exempt from FATCA reporting.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For further instructions, go to www.irs.gov. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

IN WITNESS WHEREOF, I have signed my name as of the date written below.

Signature of Secretary, Assistant Secretary or Clerk
(Original inked signature required)

Date

Ja



Commerce Bank

Program Administrator Delegation

The Commerce Bank Master Service Agreement dated _____, 20__ between Commerce Bank ("Commerce") and City of Milford, Connecticut "Customer") states:

Program Administrator. Customer, upon signing this Master Service Agreement, shall designate one or more of its employees and/or third-party providers (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program.

In accordance with the above, the individuals listed below are designated as Program Administrator(s), for Customer. The Program Administrator(s) shall act as the primary point of contact between Commerce and Customer and familiarize themselves with the basic functionality of the Services performed by Commerce. The Program Administrator(s), by authority of this letter, shall be authorized to oversee all decisions, including, but not limited to, file formatting, transmission systems, assignment of responsibilities to Customer employees, funding procedures, posted transaction examination and any changes or enhancements made to the Services. The Program Administrator(s) is also authorized to appoint other Program Administrators.

Individual	Signature

Signature of Authorized Person


Print Name

Title

Date

8b

MILFORD POLICE DEPARTMENT MEMO

TO: Mayor Benjamin Blake
FROM: Chief Keith L. Mello 
SUBJECT: DDHVE 2021 – Distracted Driving High Visibility Enforcement Grant
DATE: August 26, 2020

I am requesting Board of Alderman approval to participate in the 2021 Distracted Driving High Visibility Enforcement Grant.

The objective of this grant is to decrease fatalities and injuries as a result of crashes caused by driver distraction, especially those caused by hand held mobile phone use.

Our overtime reimbursement will be funded at 100%. The Police Department will be awarded up to \$30,000 to participate in the October 2020 and April 2021 mobilizations.

Please place on the agenda for the September 14, 2020 Board of Alderman meeting. Lt. Sean Moore is in charge of this grant for our department.

KLM/mk

Cc: Peter Erodici
File

OFFICE OF THE MAYOR

AUG 27 2020

RECEIVED

86

2021



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

August 17, 2020

Dear Chief,

Subject: Highway Safety Grant Application
2021 Distracted Driving High Visibility Enforcement

The purpose of this letter is to inform you that your agency has been selected to participate in the Distracted Driving High Visibility Enforcement (DDHVE) of Connecticut's hand-held cell phone ban on motorists. This opportunity will utilize Connecticut's 405(e) Distracted Driving grant monies, funded through the National Highway Traffic Safety Administration's (NHTSA) 402/405 program.

This designated NHTSA funding source will allow Connecticut to participate in grant funded overtime enforcement through the use of dedicated distracted driving overtime enforcement patrols. There will be two HVE mobilizations targeting distracted drivers – focusing on motorists who choose to ignore Connecticut's hand-held mobile phone ban. The first will take place from October 1-15, 2020 and the second will take place April 1-30, 2021 as part of NHTSA's Distracted Driving Awareness month. Your agency will be awarded a set dollar amount to participate in both mobilizations, and therefore, must participate in both.

This selection process was based on crash data analysis that identified your municipality as having a high number of crashes, thought to be the result of driver distraction. The criteria included the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town:

- Fatal and injury crashes 2015-2019
- Daily Vehicle Miles Traveled (DVMT) (2017)
- Population (2017)
- Crash Rate per DVMT
- Crash Rate per population
- Past High Visibility Enforcement Grant Performance

The Highway Safety Office (HSO) has ranked all municipalities in the state using these criteria. This respective ranking of your municipality has identified your town/city as one where an impact can be made on decreasing crashes that lead to injuries and fatalities as a result of mobile phone use by drivers through HVE.

The HSO will kick-off the DDHVE mobilization beginning October 1, 2020 and run through October 15, 2020. During this timeframe, your municipality/agency will have the opportunity to select dates to participate in overtime enforcement, specifically identifying, stopping and citing motorists who use mobile hand held phones behind the wheel. The second mobilization will be in April and will kick off April 1, 2021 and run through April 30, 2021.

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If you are interested in partnering with the HSO for this grant funding opportunity, the following information is required:

- **You must designate a point of contact from your agency.** This individual will be responsible for completing the HS-1 grant application which will be provided to your agency following your statement of interest (SOI). This individual will also be provided with program parameters and instructions for grant application, implementation and reimbursement. Please provide the point of contact to Phyllis DiFiore in your SOI email.
 - The point of contact must send a SOI within 7 days from the date of this letter, notifying the HSO of your intention to participate in this program. An email to Phyllis DiFiore (Phyllis.DiFiore@ct.gov) will suffice as your municipality or agency's SOI. Failure to send this notification could result in non-approval of grant applications for this program
- *Approved funding amounts will be provided upon SOI and grant application process initiation*
- *HS-1 grant applications must be submitted to the HSO by September 8, 2020.*

Please note: There is no longer a 25% match required to participate in this program. Your agency's DDHVE activity will be reimbursed at 100%. This is part of an ongoing pilot program.

Sincerely,

Joseph T. Cristalli Jr.

Joseph T. Cristalli, Jr.
Transportation Principal Safety Program Coordinator

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A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$45,000,000 FOR THE COSTS ASSOCIATED WITH CITY OF MILFORD GENERAL OBLIGATION REFUNDING BONDS

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF MILFORD:

Section 1. General Obligation Refunding Bonds of the City of Milford, Connecticut (the "City") in a principal amount of not more than \$45,000,000 (the "Refunding Bonds") are hereby authorized to be issued in one or more series and in such amount or such lesser amount as shall be necessary to refund all or any portion of one or more series of the City's outstanding general obligation bonds, including, but not limited to, the City's General Obligation Refunding Bonds, Issue of 2010, Series A, the City's General Obligation Bonds, Issue of 2012, the City's General Obligation Refunding Bonds, Issue of 2012, Series B, and the City's Permanent Loan Obligations (Projects CWF 502D, CWF 111-CSL, and CWF 532 C-1) (collectively, the "Prior Bonds"), including the payment of principal, interest and any call premium on such Prior Bonds, as determined by the Mayor, the Director of Finance and the City Treasurer to be in the best interest of the City for the purpose of achieving net present value savings and/or to moderate debt service payments and to finance such additional costs and expenses related thereto, as the Mayor, the Director of Finance and the City Treasurer shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to, legal, advisory, escrow fees, credit enhancement, verification fees, investment fees, net temporary interest, trustee, underwriters' discount and printing and administrative expenses.

Section 2. The Refunding Bonds shall be issued in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor, the Director of Finance and the City Treasurer, bear the City seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Pullman & Comley, LLC, Attorneys-at-Law. The Refunding Bonds shall be general obligations of the City and each of the Refunding Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such Refunding Bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon.

Section 3. The Mayor, the Director of Finance and the City Treasurer are hereby authorized to determine the aggregate principal amount of the Refunding Bonds, the annual installments of principal, date, maturity, prices, interest rates (whether fixed or variable), form, redemption provisions, if any, the certifying registrar and transfer agent, the manner of sale or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as the Mayor, the Director of Finance and the City Treasurer shall determine to be in the best interests of the City and in accordance with the General Statutes of Connecticut, Revision of 1958, as amended (the "Connecticut General Statutes"), and to take such actions and to execute such documents, or designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be

8c

necessary or advisable and in the best interests of the City by the Mayor, the Director of Finance and the City Treasurer in order to issue, sell and deliver the Refunding Bonds.

Section 4. The Mayor, the Director of Finance and the City Treasurer may irrevocably call for redemption such maturities of the Prior Bonds, as they determine to refund from the proceeds of the Refunding Bonds and other moneys as they may be determined to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Mayor, the Director of Finance and the City Treasurer are further authorized to appoint an escrow agent, a verification agent to verify the sufficiency of the escrow investments and other professionals, and to execute and deliver any and all escrow, investment and other agreements necessary to provide for the payment when due of the principal of and interest and redemption premium, if any, on the Prior Bonds.

Section 5. The net proceeds of the sale of the Refunding Bonds, after payment of costs of issuance, if required, shall be deposited in an escrow agreement and invested in appropriate legal investments including, but not limited to, non-callable direct obligations of, or obligations guaranteed by, the United States of America, or any other investments permitted by the Connecticut General Statutes, all of which shall not be callable or pre-payable, the principal of and interest on which, when due, shall be in an amount sufficient to pay the principal of, interest and redemption premium, if any, on the Prior Bonds at maturity, or to redcm the Prior Bonds at the redemption price prior to maturity, pursuant to the plan of refunding.

Section 6. The Refunding Bonds are to be sold by the Mayor, the Director of Finance and the City Treasurer in a competitive offering or by negotiation in their discretion. If sold in a competitive offering, the Refunding Bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the Refunding Bonds are sold by negotiation, the provisions of the bond purchase agreement shall be approved by the Mayor, the Director of Finance and the City Treasurer.

Section 7. The Mayor, the Director of Finance and the City Treasurer are hereby authorized, if they determine it is in the City's best interests, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Mayor, the Director of Finance and the City Treasurer determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require.

Section 8. In connection with the issuance of the Refunding Bonds authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements managing interest rate risk. The Mayor, the Director of Finance and the City Treasurer, on behalf of the City, shall execute and deliver such reimbursement agreements, letter of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of the Refunding Bonds.

8c

Section 9. The Mayor, the Director of Finance and the City Treasurer are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board ("MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the Refunding Bonds authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 10. The Mayor, the Director of Finance and the City Treasurer are hereby authorized to prepare and distribute preliminary and final Official Statements of the City, to execute and deliver on behalf of the City all such other documents, and to take all action necessary and proper for the sale, issuance and delivery of the Refunding Bonds in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.

Section 11. This resolution shall become effective immediately upon passage and shall remain effective until June 30, 2021.

Enacted by Board of Aldermen: September ____, 2020


City of Milford

City Hall, 110 River Street, Milford, CT 06460

Phone 203 783 3201, Fax 203 783 3329

Website www.ci.milford.ct.usE-mail mayor@ci.milford.ct.us

Memorandum

To: Board of Finance
From: Benjamin G. Blake, Mayor 
Date: August 25, 2020
Re: Budget Memo Transfers

I hereby recommend approval of Budget Memo Transfers #9 and #10, Fund 1005 and Fund 2812, FY20, at the Board of Finance meeting to take place on Monday, August 31, 2020 via Zoom.

Virtual / Telephonic Meeting
Dial-in Number: 1 929 205 6099
Conference ID: 278 655 0831

Or

Computer Access: <https://zoom.us/j/2786550831>
Meeting ID: 278 655 0831

bgb/lmm
cc: City Clerk
Press

CITY OF MILFORD, CONNECTICUT
GENERAL FUND
TRANSFERS 9 & 10
FISCAL YEAR 2019/2020
JUSTIFICATIONS

1. To cover shortfall in Health Department account for Flu Vaccine and COVID-19 Medical Supplies.
2. To cover shortfall in Heart & Hypertension account.
3. To cover last waste removal invoice for FY20 in Wastewater.



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

A handwritten signature in black ink, appearing to read 'Cory Gumbrewicz', written over the printed name.

Date: September 14, 2020

Re: Refunds

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

The Total Refunds for the September 14, 2020 meeting is \$9,644.64.

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 - 21765
 Detail Report in Sequential Order
 Interest Date 9/14/2020 Receipt Date 9/14/2020

Seq	List	Year	TY	Name	Principal	Interest	Lien Fee/Bond		Total	Balance	
					Paid	Paid	Paid	Paid	Paid Due	Due	
1	710725	2018	M	AIR COMPRESSOR ENGINEERING COMPA	-54.64	0.00	0.00	0.00	-54.64	0.00	
	REFUND										
	Check: -54.64										
	REF AIR COMP.ENG. CO										
Total Bills:					-54.64	Total Recv'd:	-54.64	Change Due:		0.00	
2	712326	2018	M	BALDELLI LIDIA B	-35.49	0.00	0.00	0.00	-35.49	0.00	
	REFUND										
	Check: -35.49										
	REF BALDELLI LIDIA										
Total Bills:					-35.49	Total Recv'd:	-35.49	Change Due:		0.00	
3	16603	2019	R	CAMPBELL HEATHER D & ANN MARIE &	-946.98	0.00	0.00	0.00	-946.98	1,788.26	
	REFUND										
	Check: -946.98										
	REF BERLINGO DANIEL										
Total Bills:					-946.98	Total Recv'd:	-946.98	Change Due:		0.00	
4	714062	2018	M	BOEHM THOMAS R	-105.14	0.00	0.00	0.00	-105.14	0.00	
	REFUND										
	Check: -105.14										
	REF BOEHM SANDRA										
Total Bills:					-105.14	Total Recv'd:	-105.14	Change Due:		0.00	
	11092	2018	P	CATERPILLAR FINANCIAL SERVICES COI	-996.17	0.00	0.00	0.00	-996.17	0.00	
	REFUND										
	Check: -996.17										
	REF CATERPILLAR FIN.										
Total Bills:					-996.17	Total Recv'd:	-996.17	Change Due:		0.00	
7	24412	2018	R	COLBERG LLC	-13.48	0.00	0.00	0.00	-13.48	0.00	
	REFUND										
	Check: -13.48										
	REF COLBERG LLC										
Total Bills:					-13.48	Total Recv'd:	-13.48	Change Due:		0.00	
8	4806	2018	R	DAMATO LOUIS & JOHN	-126.35	0.00	0.00	0.00	-126.35	0.00	
	REFUND										
	Check: -126.35										
	REF CORELOGIC										
Total Bills:					-126.35	Total Recv'd:	-126.35	Change Due:		0.00	
9	8420	2018	P	DDI LEASING OF NE LLC	-2,834.26	0.00	0.00	0.00	-2,834.26	0.00	
	REFUND										
	Check: -2,834.26										
	REF DDI LEASING										
Total Bills:					-2,834.26	Total Recv'd:	-2,834.26	Change Due:		0.00	

City of Milford
Edit Daily Cash register report for Batch - 21765
Detail Report in Sequential Order
Interest Date 9/14/2020 Receipt Date 9/14/2020

<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>
11	322086	2019	M	DOWD GERALD J	-6.92	0.00	0.00	0.00	-6.92	0.00
REFUND										
Check: -6.92										
REF DOWD GERALD										
Total Bills: -6.92					Total Recv'd: -6.92		Change Due: 0.00			
13	325935	2019	M	GAVIN SUSAN E	-101.58	0.00	0.00	0.00	-101.58	0.00
REFUND										
Check: -101.58										
REF GAVIN SUSAN										
Total Bills: -101.58					Total Recv'd: -101.58		Change Due: 0.00			
15	14272	2018	U	GONZALEZ DENNIS	-161.76	0.00	0.00	0.00	-161.76	0.00
REFUND										
Check: -161.76										
REF GONZALEZ DENNIS										
Total Bills: -161.76					Total Recv'd: -161.76		Change Due: 0.00			
16	213577	2018	S	HAYNAL DAVID R	-220.82	0.00	0.00	0.00	-220.82	0.00
REFUND										
Check: -220.82										
REF HAYNAL DAVID										
Total Bills: -220.82					Total Recv'd: -220.82		Change Due: 0.00			
8755	2018	R		HERMES GEORGE AKA GEORGE L	-351.01	0.00	0.00	0.00	-351.01	0.00
REFUND										
Check: -351.01										
REF HERMES GEORGE										
Total Bills: -351.01					Total Recv'd: -351.01		Change Due: 0.00			
18	732824	2018	M	KELLY CHARLES L	-156.83	0.00	0.00	0.00	-156.83	0.00
REFUND										
Check: -156.83										
REF KELLY SUSAN										
Total Bills: -156.83					Total Recv'd: -156.83		Change Due: 0.00			
20	333291	2019	M	KLUNK RAYMOND L	-15.50	0.00	0.00	0.00	-15.50	0.00
REFUND										
Check: -15.50										
REF KLUNK MAUREEN										
Total Bills: -15.50					Total Recv'd: -15.50		Change Due: 0.00			
21	335306	2019	M	LI YANJING	-231.62	0.00	0.00	0.00	-231.62	0.00
REFUND										
Check: -231.62										
REF LI YANJING										
Total Bills: -231.62					Total Recv'd: -231.62		Change Due: 0.00			

City of Milford
 Edit Daily Cash register report for Batch - 21765
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 Interest Date 9/14/2020 Receipt Date 9/14/2020

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Paid Due</u>	<u>Balance Due</u>
22	535380	2016	M	LIPS RAYMOND J	-6.03	0.00	0.00	0.00	-6.03	0.00
REFUND										
Check: -6.03										
REF LIPS RAYMOND										

Total Bills: -6.03 Total Recv'd: -6.03 Change Due: 0.00										
23	10248	2017	R	BANK OF NEW YORK MELLON FKA BANF	-458.49	0.00	0.00	0.00	-458.49	0.00
REFUND										
Check: -458.49										
REF LISOWITCH OSTAP										

Total Bills: -458.49 Total Recv'd: -458.49 Change Due: 0.00										
24	335862	2019	M	LOZOWSKI TEDDY	-273.89	0.00	0.00	0.00	-273.89	0.00
REFUND										
Check: -273.89										
REF LOZOWSKI TEDDY										

Total Bills: -273.89 Total Recv'd: -273.89 Change Due: 0.00										
25	738596	2018	M	MERCHANTS AUTOMOTIVE GROUP INC	-34.77	0.00	0.00	0.00	-34.77	0.00
REFUND										
Check: -34.77										
REF MERCHANTS AUTO										

Total Bills: -34.77 Total Recv'd: -34.77 Change Due: 0.00										
636437	2017	M		MACCHIA MICHELLE D	-43.24	0.00	0.00	0.00	-43.24	0.00
REFUND										
Check: -43.24										
REF MACCHIA MICHELLE										

Total Bills: -43.24 Total Recv'd: -43.24 Change Due: 0.00										
29	525033	2011	M	FOX SHANNON	-201.98	0.00	0.00	0.00	-201.98	0.00
REFUND SUSPEND										
Check: -201.98										
REF NEELEY SHANNON										

Total Bills: -201.98 Total Recv'd: -201.98 Change Due: 0.00										
30	720487	2018	M	DASAM GEETA	-354.42	0.00	0.00	0.00	-354.42	0.00
REFUND										
Check: -354.42										
REF PUTTAM PANI										

Total Bills: -354.42 Total Recv'd: -354.42 Change Due: 0.00										
31	346772	2019	M	RODRIGUEZ IRENE	-86.57	0.00	0.00	0.00	-86.57	0.00
REFUND										
Check: -86.57										
REF RODRIGUEZ IRENE										

Total Bills: -86.57 Total Recv'd: -86.57 Change Due: 0.00										

City of Milford
Edit Daily Cash register report for Batch - 21765
Detail Report in Sequential Order
Interest Date 9/14/2020 Receipt Date 9/14/2020

<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>
32	17843	2017	R	SMITH EUGENE L & MAUREEN R & S	-125.94	0.00	0.00	0.00	-125.94	0.00
REFUND										
Check: -125.94										
REF SMITH EUGENE										
Total Bills: -125.94 Total Recv'd: -125.94 Change Due: 0.00										
33	17843	2018	R	SMITH EUGENE L & MAUREEN R & S	-125.80	0.00	0.00	0.00	-125.80	0.00
REFUND										
Check: -125.80										
REF SMITH EUGENE										
Total Bills: -125.80 Total Recv'd: -125.80 Change Due: 0.00										
34	17843	2019	U	SMITH EUGENE L & MAUREEN R & S	-125.68	0.00	0.00	0.00	-125.68	0.00
REFUND										
Check: -125.68										
REF SMITH EUGENE										
Total Bills: -125.68 Total Recv'd: -125.68 Change Due: 0.00										
35	351763	2019	M	SWIRSKY JONATHAN A	-61.17	0.00	0.00	0.00	-61.17	0.00
REFUND										
Check: -61.17										
REF SWIRSKY DAVID										
Total Bills: -61.17 Total Recv'd: -61.17 Change Due: 0.00										
35	355544	2019	M	WALLMAN SCOTT ALAN	-20.07	0.00	0.00	0.00	-20.07	0.00
REFUND										
Check: -20.07										
REF WALLMAN SCOTT										
Total Bills: -20.07 Total Recv'd: -20.07 Change Due: 0.00										
37	756277	2018	M	WHITE ROBERT M	-7.58	0.00	0.00	0.00	-7.58	0.00
REFUND										
Check: -7.58										
REF WHITE ROBERT										
Total Bills: -7.58 Total Recv'd: -7.58 Change Due: 0.00										
38	756278	2018	M	WHITE ROBERT M	-9.71	0.00	0.00	0.00	-9.71	0.00
REFUND										
Check: -9.71										
REF WHITE ROBERT										
Total Bills: -9.71 Total Recv'd: -9.71 Change Due: 0.00										
39	656490	2017	M	WIENER STANTON A	-66.02	0.00	0.00	0.00	-66.02	0.00
REFUND										
Check: -66.02										
REF WIENER STANTON										
Total Bills: -66.02 Total Recv'd: -66.02 Change Due: 0.00										

City of Milford
 Edit Daily Cash register report for Batch - 21765
 Detail Report in Sequential Order
 Interest Date 9/14/2020 Receipt Date 9/14/2020

<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>
40	357284	2019	M	ZAGAZETA-TORRES TEDDY	-113.34	0.00	0.00	0.00	-113.34	0.00
REFUND										
Check: -113.34										
REF ZAGAZETA TORRES										

Total Bills: -113.34 Total Recv'd: -113.34 Change Due: 0.00										
41	357285	2019	M	ZAGAZETA-TORRES TEDDY	-117.91	0.00	0.00	0.00	-117.91	0.00
REFUND										
Check: -117.91										
REF ZAGAZETA TORRES										

Total Bills: -117.91 Total Recv'd: -117.91 Change Due: 0.00										
42	21044	2019	R	ZAKHAR GEORGE L & PATRICIA A &	-290.92	0.00	0.00	0.00	-290.92	0.00
REFUND										
Check: -290.92										
REF ZAKHAR GEORGE										

Total Bills: -290.92 Total Recv'd: -290.92 Change Due: 0.00										
43	657627	2017	M	ZHENG DAHAO	-59.03	0.00	0.00	0.00	-59.03	0.00
REFUND										
Check: -59.03										
REF ZHENG DAHAO										

Total Bills: -59.03 Total Recv'd: -59.03 Change Due: 0.00										
44	313889	2019	M	BLOTNEY PATRICIA C	-59.17	0.00	0.00	0.00	-59.17	0.00
REFUND										
Check: -59.17										
REF BLOTNEY PAT										

Total Bills: -59.17 Total Recv'd: -59.17 Change Due: 0.00										
45	724834	2018	M	FLETCHER CHRISTOPHER J	-47.27	0.00	0.00	0.00	-47.27	0.00
REFUND										
Check: -47.27										
REF FLETCHER CHRIS										

Total Bills: -47.27 Total Recv'd: -47.27 Change Due: 0.00										
46	8566	2017	P	KING JUSTIN	-12.81	0.00	0.00	0.00	-12.81	0.00
REFUND										
Check: -12.81										
REF KING JUSTIN										

Total Bills: -12.81 Total Recv'd: -12.81 Change Due: 0.00										
47	716948	2018	M	CATERPILLAR FINANCIAL	-584.28	0.00	0.00	0.00	-584.28	0.00
REFUND										
Check: -584.28										
REF CATERPILLAR										

Total Bills: -584.28 Total Recv'd: -584.28 Change Due: 0.00										

City of Milford
Edit Daily Cash register report for Batch - 21765
Detail Report in Sequential Order
Interest Date 9/14/2020 Receipt Date 9/14/2020

<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>
			Starting Cash in Drawer		0.00				
			Total Cash Received		0.00				
			Total Cash in Drawer		0.00				
			Total Amount in Checks		-9,644.64				
			Total Amount in Credit		0.00				
			Total Amount in Drawer		-9,644.64				
			Total Adjustments		0.00				
			Total Refunds		-9,644.64				
			Total Suspense		-201.98				

*= 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>
2011	M MOTOR VEHICLE	1 Payment(s)	-201.98	0.00	0.00	0.00	-201.98
<u>2011 TOTAL</u>		<u>1 Payment(s)</u>	<u>-201.98</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-201.98</u>
2016	M MOTOR VEHICLE	1 Payment(s)	-6.03	0.00	0.00	0.00	-6.03
<u>2016 TOTAL</u>		<u>1 Payment(s)</u>	<u>-6.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-6.03</u>
2017	M MOTOR VEHICLE	3 Payment(s)	-168.29	0.00	0.00	0.00	-168.29
2017	P PERSONAL PROPERTY	1 Payment(s)	-12.81	0.00	0.00	0.00	-12.81
2017	R REAL ESTATE	2 Payment(s)	-584.43	0.00	0.00	0.00	-584.43
<u>2017 TOTAL</u>		<u>6 Payment(s)</u>	<u>-765.53</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-765.53</u>
2018	M MOTOR VEHICLE	10 Payment(s)	-1,390.13	0.00	0.00	0.00	-1,390.13
2018	P PERSONAL PROPERTY	2 Payment(s)	-3,830.43	0.00	0.00	0.00	-3,830.43
2018	R REAL ESTATE	4 Payment(s)	-616.64	0.00	0.00	0.00	-616.64
2018	S SUPPLEMENTAL MVD	1 Payment(s)	-220.82	0.00	0.00	0.00	-220.82
2018	U SEWER USE	1 Payment(s)	-161.76	0.00	0.00	0.00	-161.76
<u>2018 TOTAL</u>		<u>18 Payment(s)</u>	<u>-6,219.78</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-6,219.78</u>
2019	M MOTOR VEHICLE	11 Payment(s)	-1,087.74	0.00	0.00	0.00	-1,087.74
2019	R REAL ESTATE	2 Payment(s)	-1,237.90	0.00	0.00	0.00	-1,237.90
2019	U SEWER USE	1 Payment(s)	-125.68	0.00	0.00	0.00	-125.68
<u>2019 TOTAL</u>		<u>14 Payment(s)</u>	<u>-2,451.32</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-2,451.32</u>
		40 Payment(s)	-9,644.64	0.00	0.00	0.00	-9,644.64

**AN ORDINANCE ADOPTING ARTICLE I, GENERALLY, SECTION 16.1-11
(Dockage and Mooring Fees) and AMENDING CHAPTER 16.1, CITY OF MILFORD
HARBOR MANAGEMENT PLAN RULES AND REGULATIONS, ARTICLE III,
GENERAL REGULATIONS, SECTION 16.1-35 (City Docks and Boat Ramps)
AND ARTICLE IV, REGULATIONS CONCERNING ANCHORING, MOORING AND
SECURITY OF VESSELS, SECTION 16.1-62 (Mooring Fees) and SECTION 16.1.71
(Fees for use of Guest Moorings in Milford Harbor) OF THE CODE OF
ORDINANCES OF THE CITY OF MILFORD**

Sec. 16.1-11. Dockage and Mooring Fees.

The Harbor Management Commission shall adopt a fee schedule for the use of the City boat ramp, including storage area(s), and the dockage and/or mooring of all vessels in the Housatonic River, Milford Harbor, Milford Lisman Landing Marina and any other waters or facilities under its control and management. The schedule of fees shall be posted in the Harbor Management business office and on the City of Milford website.

Sec. 16.1-35. City docks and boat ramps.

- (a) No person shall use the City boat ramp unless his trailer or automobile shall have affixed thereto a permit sticker for the current year certifying that the vessel is entitled to the use of such launching facilities. Launching or recovery on the ramp requires a permit sticker.
- (b) Annual boat ramp permit stickers referenced in Subsection (a) may be obtained from the City Tax Collector's office and/or Harbor Management business office during regular business hours. Permits are available to City residents and/or taxpayers, as defined in Section 14-12(c), as well as to nonresidents. Evidence of a current, valid registration for any vessel to be launched, and/ or any vehicle or trailer transporting same, must be presented in order to obtain a ramp use permit. Permit holders are also entitled to use of the public facilities at the Milford Landing marina. ~~Annual permit fees shall be as follows:~~

Milford residents

~~(1) Effective upon passage: \$35.~~

~~(2) Effective January 1, 2015: \$40.~~

~~(3) Effective January 1, 2016: \$45.~~

~~(4) Effective January 1, 2017: \$50.~~

~~Milford resident senior citizens over 65: \$20.~~

~~Nonresidents: \$150.~~

~~Nonresident senior citizens over 65: \$125.~~

~~Commercial hauler: \$150.~~

~~Dinghy storage: \$125.~~

~~Single day boat ramp permits may be obtained at the boat launch ramp at hours designated by the Harbor Management Commission as follows:~~

~~Milford residents: \$15.
Nonresidents: \$25.~~

- (c) Notwithstanding the foregoing, at least 75% of parking spaces within the boat ramp lot shall be available from November 1 through the month of April for any vehicle with a current resident parking permit decal permanently affixed to the vehicle. The remaining spaces may be designated specifically for vehicles and trailers with ramp use permits.
- (d) The Harbor Management Commission, in its sole discretion, shall designate up to three parking spaces which are not restricted to vehicles with the permit requirements set out in Subsection (a), which shall be subject to a sixty-minute time limit restriction. Said vehicle must have a current resident parking permit decal properly attached. Any vehicle parked in this designated area in violation of this subsection may be towed at the owner's expense.
- (e) No person shall dock or tie up any vessel at any City dock without permission of the Harbor Master, Deputy Harbor Master or Operations Director. Taxpayers and/or permit holders may utilize available space at launch ramp docks for a maximum continuous period of two hours. Emergencies will be accommodated at the launch ramp docks. All vessels must contact the Dockmaster or Harbor Master for docking instructions prior to tie-up via VHF 9 or by calling 203-874-1610. High Street City pier is reserved for loading and unloading commercial vessels only. The Milford Police Department may issue a citation for any violation of the provisions of this section. Persons receiving said citations shall be deemed to have committed an infraction and shall be fined not more than \$77.
- (f) No person shall be allowed to dive, jump, or swim from or in the immediate area of any City dock.
- ~~(g) For commercial vessels, there shall be available an annual dockage fee of \$3,500, which shall include twenty foot by thirty foot land storage area. An annual flat rate electrical fee of \$750 shall also be available for commercial vessels.~~
- ~~(b) (h) For all other users of the marina, the fees shall be as follows:~~
- ~~(1) Hourly, four hour maximum:~~
- ~~Vessels 30 feet and under: \$10 per hour. Vessels over 30 feet: \$15 per hour.~~

~~(2) Overnight, in excess of four hours (twenty four foot minimum charge):~~

~~Season (May 1 through September 15)~~

~~Sunday through Thursday: \$2.50 per foot plus electricity. Friday and Saturday: \$3 per foot plus electricity.~~

~~Off season (September 16 through April 30): \$2.25 per foot plus electricity.~~

~~Holidays, including day preceding: \$3 per foot plus electricity.~~

~~(3) Weekly (twenty four foot minimum charge): \$12 per foot plus electricity.~~

~~(4) Electrical rate:~~

~~30 amp: \$7.50 per day. Twin 30~~

~~amp: \$10 per day. 50 amp: \$10 per day.~~

(5) (g) The Harbor Management Commission shall have the discretion to impose minimum stays for holidays and special events.

Sec. 16.1-62. Mooring Fees.

~~(a) — All applications for mooring or mooring float space permit shall be accompanied by a fee as adopted by the Harbor Management Commission pursuant to Section 16.1-11 of Article I. All such fees shall be nonrefundable. In the case of applications for new mooring or mooring float space, the fee shall not be due until such time as the Harbor Master shall assign such applicant a mooring or mooring float space and the applicant shall accept same. All mooring or mooring float space permits issued shall expire on the 31st day of October next following issuance. All fees established under this plan shall be reasonable and in line with the value of the service rendered.~~

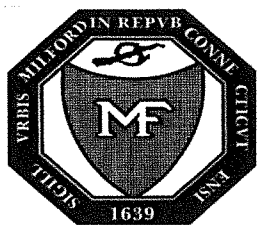
~~(b) — In accordance with Subsection (a) above, each applicant for a mooring permit for a recreational vessel to be located in the Housatonic River shall pay an annual fee of \$125 plus applicable state tax per authorized space, and each applicant for a mooring permit for a commercial vessel shall pay an annual fee of \$62.50.~~

~~(c) — In accordance with Subsection (a) above, vessels utilizing the Harbor Commission owned mooring floats located in Milford Harbor shall pay \$25 per linear foot, including all projections, plus applicable state tax per authorized space.~~

Sec. 16.1-71. Fees for use of gGuest moorings in Milford Harbor.

~~(a) The Harbor Management Commission may designate mooring float space(s) in Milford Harbor as gguest moorings and shall have the discretion to impose minimum stays for holidays and special events.~~

(b) No person shall use a guest mooring float space in Milford Harbor unless s/he pays a rental fee as adopted by the Harbor Management Commission pursuant to Section 16.1-11 of Article I of \$25 for a twenty four hour period to the Harbor Master or his designee Management business office. Monies so collected shall be deposited in the municipal harbor management fund.



City of Milford, Connecticut

Founded 1639

BOAT RAMP, STORAGE, DOCKAGE AND MOORING FEE SCHEDULE

BOAT RAMP PERMIT	
Annual Boat Ramp Permit:	
Milford Resident	\$50.00
Milford Resident Senior Citizen (over 65)	\$20.00
Non-Resident	\$150.00
Non-Resident Senior Citizen (over 65)	\$125.00
Commercial Hauler	\$150.00
Single Day Boat Ramp Permit:	
Milford Resident	\$15.00
Non-Resident	\$25.00
Non-Motorized Vessel Storage¹	
Milford Resident	\$125.00
Non-Resident	\$125.00 \$175.00

DOCKAGE AND MOORING FEES	
Hourly (4-hour maximum stay):	
Vessels 30 feet and under	\$10.00
Vessels over 30 feet	\$15.00
Seasonal Overnight (May 1 through September 15)²:	
Sunday through Thursday	\$2.50
Friday and Saturday	\$3.00
Off-Season Overnight (September 16 through April 30)²:	
Weekly: ²	\$12.00
Commercial Vessels (annual)	
Annual Dockage (includes 20' x 30' land storage area)	\$3,500.00
Annual Electricity	\$750.00
Electricity (per day):	
30 amp	\$7.50 \$10.00
30 amp – twin	\$10.00 \$15.00
50 amp	\$10.00 \$15.00
Moorings and Mooring Float Space:	
Milford Harbor – Mooring Float Space (annual, per linear foot, including all projections, plus applicable state tax per authorized space)	\$25.00
Housatonic River Mooring (annual, plus applicable state tax per authorized space)	\$125.00
Transient/Guest Mooring Float Space (per 24-hour period)	\$25.00 \$45.00

¹ Non-Motorized Vessel Storage includes annual boat ramp permit and shall be subject to vessel size and storage availability as determined by the Harbor Master or Harbor Management Operations Director.

² Fees are per foot, subject to twenty-four (24) foot minimum charge, plus electricity. Stays in excess of 4 hours shall be considered overnight. The Harbor Management Commission shall have the discretion to impose minimum stays for holidays and special events.