



City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

AGENDA
BOARD OF ALDERMEN
FEBRUARY 7, 2022 - 7:30 PM

City Hall Auditorium
110 River Street
Milford, CT 06460

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 January 3, 2022.
4. Consideration of Minutes of the Special Organizational Meeting: None.
5. Chairman's Report and Recommendations: None
6. Mayor's Report
7. Unfinished Business: None
8. New Business:
 - a. Board of Aldermen approval is hereby requested for the appointment of (U) Luke Porto, 589 North Street, 06461, as an alternate member of the Board of Assessment Review to fill the present vacancy (term expiring 12/31/22).
 - b. Board of Aldermen approval is hereby requested for the appointment of (D) Todd Manning, 24 Whitney Avenue, 06460, as a member of Milford's Government Access Television (MGAT) Committee to fill the present vacancy (term expiring 12/31/22).

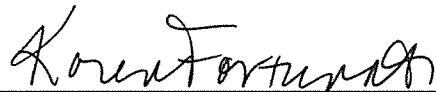
- c. Board of Aldermen approval is hereby requested for the appointment of (D) Amelia Mower, 4 Partridge Lane, 06461, as an alternate member on the Milford Historic Preservation Commission to fill the present vacancy (term expiring 12/31/23).
- d. Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Department of Human Services.
- e. Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Youth and Family Services Activities.
- f. Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Office of Early Childhood.
- g. Board of Aldermen approval is requested for the attached Master Agreement between the City of Milford and LCT Software, LLC and to authorize the Mayor, IT Manager, and DPLU Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- h. Board of Aldermen approval is requested per the attached CHP Service Maintenance Agreement between the City of Milford and Martin Energy Group Services, LLC and to authorize the Mayor and Public Works Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- i. Board of Aldermen approval is requested per the attached Agreement for Milford City Clerk Records Management System and Services between the City of Milford and Info Quick Solutions, Inc. and to authorize the Mayor and City Clerk to take all steps necessary, including signing all documents, to effectuate said agreement.
- j. Board of Aldermen approval is requested to accept the America the Beautiful – Milford’s arboretum Inventory and Community Engagement grant from the State of Connecticut, Department of Energy & Environmental Protection in the amount of \$14,400.00 and to authorize the Mayor and Open Space and Sustainability Manager to take all steps necessary, including signing all documents, to effectuate said grant.
- k. Board of Aldermen approval is requested for the attached resolution Re: Resolution Re: Cash Advance for America the Beautiful – Milford’s Arboretum Inventory and Community Engagement Grant.
- l. Board of Aldermen approval is requested for the attached Resolution Re: Milford Board of Education – Concerning Roof Replacement Project at Joseph A. Foran High School - 2022.
- m. Board of Aldermen approval is requested for the attached Resolution re: Cash Advance for design and construction of sanitary sewers and wastewater facilities – 2022.
- n. Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Various Public Improvements – 2022.

- o. Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Various School Improvements – 2022.
9. New Business not on the Agenda which may be introduced by a two-thirds (2/3) vote of those present and voting.
10. Budget Memo Transfers: None.
11. Refunds List
- a. Consideration of Refunds in the amount of \$21,443.83.
12. Report of Standing Committee:
- a. Ordinance Committee
 - i. An Ordinance appropriating \$3,811,500 for the design and construction of sanitary sewers and waste water facilities and authorizing the issuance of \$3,811,500 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose
 - ii. An Ordinance Appropriating \$6,006,000 for various public improvements and authorizing the issuance of \$6,006,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose
 - iii. An Ordinance appropriating \$10,290,000 for various school improvements and authorizing the issuance of \$10,290,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose
 - b. Public Safety and Welfare Committee
 - c. Public Works Committee
 - d. Claims Committee
 - e. Rules Committee
 - f. Personnel Committee
13. Report of Special Committees:
- a. Liaison Sub-Committee – Board of Education
 - b. Liaison Sub-Committee – Flood & Erosion Board
 - c. Liaison Sub-Committee – Park, Beach & Recreation Commission
 - d. Liaison Sub-Committee – Planning & Zoning Board
 - e. Liaison Sub-Committee – Sewer Commission
 - f. Liaison Sub-Committee – Harbor Management Commission
 - g. Liaison Sub-Committee – Council on Aging
 - h. Liaison Sub-Committee – Library Board

- i. Liaison Sub-Committee - Veterans Ceremony & Parade Commission
 - j. Liaison Sub-Committee - Fine Arts
 - k. Liaison Sub-Committee – Milford Redevelopment & Housing Partnership
 - l. Golf Course Commission
 - m. Liaison Sub-Committee - Inland Wetlands Agency
 - n. Liaison Sub-Committee – Board of Health
 - o. Human Services Commission
 - p. Liaison Sub-Committee – Pension & Retirement Board
 - q. Liaison Sub-Committee - Milford Government Access Television (MGAT)
 - r. Liaison - Economic Development Commission
 - s. Liaison Sub-Committee - Milford Arts Council
 - t. Liaison Sub-Committee - Milford Progress Inc.
 - u. Liaison Sub-Committee Fire Commission
 - v. Liaison Sub-Committee - Police Commission
 - w. Permanent School Facility Building Committee
14. Relative to Item 14 of the Agenda, “Executive Session”, I respectfully submit the following for your consideration and action.

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

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



Karen Fortunati, City Clerk
Dated at Milford, CT this 2nd day of
February 2022

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

February 3, 2022

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 hereby requested for the appointment of (U) Luke Porto, 589 North Street, 06461, as an alternate member of the Board of Assessment Review to fill the present vacancy (term expiring 12/31/22).
- (8b) Board of Aldermen approval is hereby requested for the appointment of (D) Todd Manning, 24 Whitney Avenue, 06460, as a member of Milford's Government Access Television (MGAT) Committee to fill the present vacancy (term expiring 12/31/22).
- (8c) Board of Aldermen approval is hereby requested for the appointment of (D) Amelia Mower, 4 Partridge Lane, 06461, as an alternate member on the Milford Historic Preservation Commission to fill the present vacancy (term expiring 12/31/23).
- (8d) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Department of Human Services.
- (8e) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Youth and Family Services Activities.
- (8f) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Office of Early Childhood.
- (8g) Board of Aldermen approval is requested for the attached Master Agreement between the City of Milford and LCT Software, LLC and to authorize the Mayor, IT Manager, and DPLU Director to take all steps necessary, including signing all documents, to effectuate said agreement.

- (8h) Board of Aldermen approval is requested per the attached CHP Service Maintenance Agreement between the City of Milford and Martin Energy Group Services, LLC and to authorize the Mayor and Public Works Director to take all steps necessary, including signing all documents, to effectuate said agreement.
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- (8j) Board of Aldermen approval is requested to accept the America the Beautiful – Milford’s arboretum Inventory and Community Engagement grant from the State of Connecticut, Department of Energy & Environmental Protection in the amount of \$14,400.00 and to authorize the Mayor and Open Space and Sustainability Manager to take all steps necessary, including signing all documents, to effectuate said grant.
- (8k) Board of Aldermen approval is requested for the attached resolution Re: Resolution Re: Cash Advance for America the Beautiful – Milford’s Arboretum Inventory and Community Engagement Grant.
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- (8m) Board of Aldermen approval is requested for the attached Resolution re: Cash Advance for design and construction of sanitary sewers and wastewater facilities – 2022.
- (8n) Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Various Public Improvements – 2022.
- (8o) Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Various School Improvements – 2022.

Very truly yours,



Benjamin G. Blake
Mayor

Atts.

8a

RESUME

FULL NAME: Luke S. Porto

ADDRESS: 589 North Street

PHONE NUMBER: 352-586-7730

POLITICAL AFFILIATION: R _____ D _____ U X _____

PLACE OF EMPLOYMENT: (With Job Title) Porto Team at Coldwell

Banker Realty - Realtor

EDUCATION: (List All Degrees) Johnson & Wales University, Bachelor of
Arts

CIVIC ACTIVITIES: _____

PROFESSIONAL ORGANIZATIONS: CT Real Estate License, MLS, New
Haven Middlesex Association of Realtors; St. Mary School, Board Member
of Fundraising

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

RESUME

FULL NAME: Todd J. Manning

ADDRESS: 24 Whitney Avenue

PHONE NUMBER: 203-623-8112

POLITICAL AFFILIATION: R _____ D X _____ U _____

PLACE OF EMPLOYMENT: (With Job Title) Wall Street Theater – Comedy Series Director, Live Stream Manager and Assistant House Manager; Fair TV – Producer

EDUCATION: (List All Degrees) BA and Sports Communication and Broadcasting

CIVIC ACTIVITIES: Bedford Audubon

PROFESSIONAL ORGANIZATIONS: _____

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

8c

RESUME

FULL NAME: Amelia Mower

ADDRESS: 4 Partridge Lane

PHONE NUMBER: 203-605-5849

POLITICAL AFFILIATION: R _____ D X _____ U _____

PLACE OF EMPLOYMENT: (With Job Title) Mission BBQ – Service
Representative; Milford Ice – Snack Bar Attendee

EDUCATION: (List All Degrees) Student at Central Connecticut State
University

CIVIC ACTIVITIES: Phi Alpha Theta Honor Society

PROFESSIONAL ORGANIZATIONS: _____

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

8d

Resolution

RE: Grant Application for Department of Human Services

WHEREAS, there are grant funds available from the State of Connecticut and/or Federal Government for Human Services, and

WHEREAS, it is desirable in the public interest that the Milford Department of Human Services/Milford Youth and Family Services make application to the State and/or in such amounts as may be made available for undertaking a Human Services Program, and to execute a Grant Action request therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Milford:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Milford Department of Human Services/Milford Youth and Family Services is hereby approved and that the Mayor of the City of Milford is hereby authorized to execute and file such application with the State of Connecticut and/or Federal Government to provide such additional information as they may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance and/or with the Federal Government for federal financial assistance if such an agreement is offered, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Milford Department of Human Services.

8e

Resolution

RE: Grant Application for Youth and Family Services Activities

WHEREAS, there are grant funds available from the State of Connecticut for Youth and Family Services activities, and

WHEREAS, it is desirable in the public interest that the Milford Department of Human Services/Milford Youth and Family Services make application to the State in such amounts as may be made available for undertaking a Youth Services Bureau Program, and to execute a Grant Action request therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Milford:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Sections 17-443 of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Milford Department of Human Services/Milford Youth and Family Services is hereby approved and that the Mayor of the City of Milford is hereby authorized to execute and file such application with the State of Connecticut, to provide such additional information as the State may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance and if such an agreement is offered, to execute any amendments, rescissions, and revisions thereto, to act as the authorized representative of the Milford Department of Human Services, Milford Youth and Family Services, Youth Services Bureau, and to accept any funds tendered under said grant.

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Resolution

RE: Grant Application for Office of Early Childhood

WHEREAS, pursuant to Chapter 133 and 300a of the Connecticut General Statutes, the Commissioner of the Connecticut Office of Early Childhood is authorized to extend financial assistance to municipalities and human service agencies; and

WHEREAS, it is desirable in the public interest that the City of Milford Department of Human Services make application to the State in such amounts as may be made available for undertaking a Child Day Care Program and, Grant Request therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Milford:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Milford Department of Human Services (Good Child Development Center) is hereby approved and that the Mayor of the City of Milford is hereby authorized to execute and file such application with the Commissioner of the Connecticut Office of Early Childhood to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, advances, and revisions thereto, and to act as the authorized representative of the Milford Department of Human Services.

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MUNICIPITY
Cloud Based Municipal Software

**Municipity 5 – Software Change Request
Town of Milford, Connecticut**

Proposer:

Software Consulting Associates, In.
54 Elizabeth Street, Ste. #17
Red Hook, NY 12571
www.municipitysoftware.com
Phone: 845-758-0104
Fax: 845-758-0884

Account Representative:

David Aiello
Sales Consultant
davea@sca-corp.com
Phone: 845-399-1788

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Investment

1. DigEPlan		
a. User Licenses		
i. Annually - 3 named users at \$1,000 per user		\$ 3,000
b. Setup, Implementation and Training		\$ 5,000
Total for Municipality in Year 1		\$ 8,000
<i>On-going Costs (Year 2 and 3)</i>		\$ 3,000

Authorization

Town of Milford, CT hereby agrees to the proposal outlined above and authorizes Software Consulting Associates to proceed with the custom change request(s).

Town of Milford, CT

By: _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

By: _____

Title: _____

Date: _____

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Between

LCT Software LLC (DigEplan)

and

City of Milford, CT

.....
Master Services Agreement

.....
www.digeplan.com

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Parties

1. This Master Service Agreement (this "Agreement") is entered into as of the date of last signature (the "Effective Date") by and between LCT Software LLC a Florida corporation principally located at 4500, 140th Avenue North Suite, 101 Clearwater, FL 33762 (the "Supplier"), and City of Milford, located at 70 West River St., Milford, CT and 06460 (the "Customer").

Background

- a) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of subscribers
- b) The customer wishes to use the Supplier's service in its business operations.
- c) The Supplier has agreed to provide, and the customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.
- d) The Customer will receive professional services from Muncity (the "Partner") in order to implement the software application and platform.

Agreed terms

- 1.1. **Definitions** - Unless otherwise defined in this Agreement, terms used herein have the same meanings as set out in the Exhibits to this Agreement (including any supplements or attachments thereto).
- 1.2. "Optional Services" refers to certain optional add-ons to the Subscription Service as may be offered by the Supplier from time to time.
- 1.3. "Professional Services" refers to the implementation partner's training, configuration and related services as set out in the Professional Services Terms.
- 1.4. "Professional Services Terms" refers to those additional Professional Services Terms and Conditions attached hereto at Exhibit D – Statement of Work (SoW) between the Partner and the Customer
- 1.5. "Subscription Service" refers to DigEplan's cloud-based service designed to provide government entities with Integrated Electronic Plan Review.
- 1.6. "Subscription T's & C's" refers to the Subscription Terms and Conditions attached hereto at Exhibit C

Customer agrees that its purchase of the Services hereunder is neither contingent on the delivery of nor any oral or written comments about any future functionality or features of the Subscription Service.

2. Procurement of Services

2.1. **Governing Terms.** The Subscription Service will be subject to this Agreement and the Subscription T's & C's for the Subscription Period and number of End Users as specified in each Order. Any Optional Services will be subject to the Subscription Terms or such other documentation as designated by the Supplier.

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2.2. Order Acceptance. No Order for Services will be deemed accepted by the Supplier unless and until the Supplier accepts such Order in writing. Any terms and conditions contained in any quote, invoice, purchase order or Order that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by the Supplier with explicit reference to the accepted terms and conditions. All Orders will reference this Agreement. Upon acceptance of an Order as provided above, it will become part of this Agreement.

2.3. Adding End Users. If Customer desires to increase the number of End Users that are permitted to use the Subscription Service, a new Order must be issued for the additional End Users. The Supplier may, in its discretion, allow or require the initial Subscription Period of newly-purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's pre-existing subscription(s).

2.4. Optional Services. Purchase of Optional Services from the Supplier will be subject to any price quote the Supplier provides to Customer and the Order procedure described above. As designated by the Supplier at the time of Customer's purchase, use of the Optional Services may be subject to additional terms and conditions beyond or in lieu of those in Exhibit C.

3. Additional customer terms.

Any terms and conditions required by Customer under applicable statute, judicial order or agency policy will be as stated in this Section 5 (the "Additional Customer Terms"). Alternatively, the Parties may set forth Additional Customer Terms at Exhibit C to this Agreement as warranted under the circumstances. Notwithstanding anything to the contrary in Section 6, the Additional Customer Terms will govern over the body of this Agreement in the event of a direct conflict of terms. In the absence of any inclusion of Additional Customer Terms in this Section 5 or at Exhibit C, the parties agree that no additional contractual obligations are intended in respect of the Services provided hereunder.

4. General

4.1 The parties acknowledge that the terms of each of the Exhibits to this Agreement (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement.

4.2 In the event of a direct conflict between the body of this Agreement and the terms of the Exhibits hereto, the terms in the body of this Agreement will govern. Each party specifies its address set forth above for receipt of notices under this Agreement. This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument.

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Exhibits List:

Exhibit A - Standard Support Policy

Exhibit B – Service Level Commitment

Exhibit C – Subscription Terms and Conditions

Signed on behalf of AGENCY
NAME

Signed

Print Name

Position

Date

Signed by on behalf of LCT
SOFTWARE LLC

Signed

Print Name

Position

Date

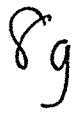


Exhibit – A

Standard Support Policy

This LCT Software LLC's SaaS Support Policy ("Support Policy") is a policy governing the use of DigEplan's software-as-a-service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between LCT Software, LLC and its affiliates ("LCT Software", "us" or "we") and the purchaser of DigEplan's Service ("Customer"). This Support Policy may be updated from time to time by LCT Software at its sole discretion.

General Requirements and Hours of Operation

Ticketing Support: LCT Software will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service during normal business hours of Monday-Friday, 8:00 A.M. until 5:00 P.M. EST.

Telephone and E-mail Support: DigEplan's Customer Support Department, a live technical support facility, will be available to Customer from 8:00 A.M. until 5:00 P.M. Eastern Standard Time Monday through Friday, excluding LCT Software LLC's observed holidays.

Online Support Material: Available twenty-four (24) hours, seven (7) days a week, LCT Software will make available to Customer certain technical information in DigEplan's online support database.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at LCT Software's discretion. LCT Software is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, LCT Software will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is not supplied by LCT Software, LCT Software disclaims all support obligations for such third-party software, unless expressly specified by LCT Software in Customer's Agreement.

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Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of LCT Software regular business hours stated above; (c) Support necessitated by external factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (d) Support of or caused by customizations (if outside of LCT Software's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (e) Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within LCT Software's direct control); (f) Support to resolve or work-around conditions which cannot be reproduced in LCT Software's support environment and (g) Support of any software add-ons supplied together with the Service (except where specified in the Agreement). Any support services falling within these Support Exclusions may be provided by LCT Software at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by LCT Software

Support Classifications

Error Classification	Criteria
Critical Severity Issue (Priority 1)	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a business revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.
High Severity Issue (Priority 2)	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g. Service response is very slow, day to day operations continue, but are impacted by the issue). No reasonable workaround available or the workaround is impractical.
Medium Severity Issue (Priority 3)	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Minor loss of Service functionality or feature in question.

Functional Definitions: For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Response Time: LCT Software shall use commercially reasonable efforts to respond to error reports in accordance with the table set forth below. LCT Software will use reasonable means to repair the error and keep Customer informed of progress. LCT Software makes no representations as to when a full resolution of the error may be made.

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Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
Critical	1 Business Hour	Daily	LCT Software will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated.
High	4 Business Hours	Weekly	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within four (4) business days after the problem has been diagnosed and/or replicated.
Medium	8 Business Hours	As available	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within seven (7) business days after the problem has been diagnosed and/or replicated.
Low	24 Business Hours	None	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.

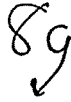


Exhibit B

SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment ("SLC") is a policy governing the use of LCT software-as-service products (individually or collectively, the "Service" or "DigEplan") under the terms of the LCT Software Master Services Agreement (the "Agreement") between LCT Software LLC and its affiliates ("LCT Software", "us" or "we") and the purchaser of LCT Software's Subscription Service ("Customer").

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. LCT Software reserves the right to change the terms of this SLC in accordance with the Agreement.

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

"Service Credit" is a dollar credit, calculated as set forth below, that LCT Software may credit back to an eligible Customer account.

"Unavailable" means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than ten (10) minutes;

The foregoing events must be verifiable or replicable by LCT Software or its designee. Availability of Accela APIs which are used by DigEplan to connect, is expressly excluded from this SLC.

Service Commitment

LCT Software will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the "Commitment"). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

Scheduled & Emergency Maintenance

LCT Software will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. LCT Software will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours' notice prior to Services unavailability due to planned maintenance. LCT Software's standard maintenance window will generally fall between the hours of 12:00 AM (00:00) and 5:00 AM [05:00] on a day of our choosing, local time.

In exceptional circumstances where updates may take more time than the weekly time slot, it may be necessary to run updates over w-ends.

LCT Software will endeavour to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

LCT Software will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

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Service Credits Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	2%
Less than 99.0%	5%

LCT Software will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from LCT Software.

Service Credits may not be transferred or applied to any other account.

Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by LCT Software to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

How does this work for your other resellers?

Service Credit Requests

To receive a Service Credit, Customer must submit a claim in writing to accounts@lctsoftware.com

To be eligible for a Service Credit, the claim must be received by LCT Software in the calendar quarter in which the incident occurred and must include:

- the words "SLC Credit Request" in the subject line;
- the dates and times of each Unavailability incident that Customer is claiming; and
- the quantity or scope of affected Users (as indicated by User ID, number of departments or similar metric);
- Supporting evidence from the support service desk

If the Monthly Uptime Percentage of such Service Credit request is confirmed by us and is less than the Service Commitment, LCT Software will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by LCT Software. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

SLC Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of LCT Software's best practice recommendations), configuration changes by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within LCT Software's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, LCT Software may issue a Service Credit with consideration to pertinent factors as assessed by LCT Software in its sole discretion.

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EXHIBIT C

Subscription Terms & Conditions

Purchase or use of the Service (defined below) is subject to these Subscription Terms and Conditions (these "Terms").

1. DEFINITIONS

"Agreement" means these Terms and, if applicable, the written master service agreement or other written agreement between Customer and LCT Software LLC that incorporates these Terms by reference.

"Communication Data" means any and all information transmitted, shared, or exchanged between Customer and any End User, or between End User and any third party (including any third-party network or website), using the Service, with respect to any transaction or other communication enabled by the Service, but excluding Security Data.

"Customer" means the entity that purchases a subscription to the Service, directly from LCT Software or through an authorized reseller, distributor, or other channel partner of LCT Software.

"End Users" means individuals who are authorized by Customer to use the Service and for whom Customer has purchased a subscription to the Service. End Users may include but are not limited to Customer's employees, contractors and agents. Each End User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Service.

"Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"Optional Services" mean the optional add-ons to the Service that may be available for purchase either directly from LCT Software or through an authorized reseller or partner of LCT Software, as more particularly described or identified in the applicable Order.

"Order" means written orders to purchase subscriptions to use the Service (or, where applicable, to purchase Optional Services).

"Security Data" means any and all information provided by Customer or any End User to establish secure transmissions through use of the Service, including but not limited to personal information, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

"Service" or "Subscription Service" means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from LCT Software or through an authorized reseller or other partner of LCT Software, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Service may be inclusive of application programming interfaces (APIs) developed by LCT Software to enable interaction and integration with the Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Service" will be deemed to include any and all Optional Services.

"Software" means any software (including client software for End Users' devices) that LCT Software makes available for download or otherwise provides for use with the Service.

"Subscription Period(s)" means the duration of Customers and End Users active, paid access to the Service, as designated in the Order(s).

"Supported Modification" means a configuration of or modification to the Service requested by Customer that can be consistently supported by LCT Software via APIs, does not require direct database changes and is capable of being tested and maintained by LCT Software.

2. AUTHORIZED USERS. Only End Users may access or use the Service under Customer's account. Each End User may use any reasonable number of compatible devices for purposes of accessing the Service; provided that, LCT Software reserves the right to determine whether a number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices. Unless expressly authorized by LCT Software, End User subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new End Users. The number of End User subscriptions purchased may be increased (under a new Order) but cannot be decreased during any Subscription Period.

3. USE OF THE SERVICE 3.1. LCT Software's Responsibilities. LCT Software will: (i) provide to Customer support related to the Service in accordance with the LCT Software Support Terms accessible at <https://zdrive.eu/gVe> (which URL location and content may be updated from time to time by LCT Software) and (ii) provide the Service only in accordance with applicable laws and government regulations.

3.2. Customer's Responsibilities. Customer will (i) be responsible for meeting LCT Software's applicable minimum system requirements for use of the Service; (ii) be responsible for End Users' compliance with these Terms and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Communication Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify LCT Software promptly of any such unauthorized access or use, and (v) use the Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by LCT Software to Customer.

3.3. Prohibitions. Customer will not, and will ensure that its End Users do not, (i) make the Service available to anyone other than End Users; (ii) sell, resell, rent, lease or transfer the Service in whole or in part to any third party (including Customer affiliates) without the express permission of LCT Software and execution of designated transfer documentation; (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (vi) attempt to gain unauthorized access to the Service or any related systems or networks; or (vii) obtain intellectual property rights to the use of any component of the Services (inclusive of APIs).

3.4. Software. End Users may need to download and install client Software (as made available by LCT Software or other third party authorized by LCT Software) on each device through which they intend to use the Service. All use of such Software will be governed by terms of the applicable license agreement or terms of use that accompanies or is made available in connection with the Software. Customer acknowledges that each End User (or authorized Customer representative) must accept such license agreement, and have Service-compatible device(s), to download, install, and/or use the Software. Nothing in these Terms will be deemed to grant to Customer rights of any kind in the Software.

3.5. Security Data and Privacy. Customer understands that failure to protect Security Data may allow an unauthorized person or entity to access the Service. In addition, Customer acknowledges that LCT Software generally does not have access to and cannot retrieve lost Security Data. If Customer loses Security Data, Customer may no longer have access to the Service. Customer agrees that: (i) Customer (or its End User) is solely responsible for collecting, inputting and updating all Security Data; (ii) LCT Software assumes no responsibility for supervision, management or control of Customer's and End Users' Security Data; and (iii) LCT Software assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Service. To the extent that LCT Software has access to any personally identifiable information gathered from Customer or from End Users in connection with the Service, such information will be governed by the provisions of the LCT's Privacy Policy, a copy of which is available on the LCT Software's website at <https://www.digeplan.com/privacy-policy/> (which URL location and content may be updated from time to time by LCT Software).

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, LCT Software reserves all rights, title and interest in and to the Service and any associated Software and documentation, including all

related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Restrictions. In addition to the other prohibitions set forth in these Terms, Customer will not and will ensure that its agents do not (i) create derivative works based on the Service, (ii) copy, frame or mirror any part or content of the Service, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with LCT Software's applicable documentation, (iii) reverse engineer the Service, or (iv) access the Service (inclusive of any APIs) in order to build or patent a competitive product or service or to copy any features, functions or graphics of the Service.

4.3. Communication Data Ownership. Customer reserves all its rights, title and interest in and to the Communication Data. No rights are granted to LCT Software hereunder with respect to the Communication Data, except that LCT Software may (i) store, copy, process, and transmit such Communication Data for purposes of providing the Service to Customer and (ii) otherwise utilize Communication Data if and as permitted by the LCT Software's Privacy Policy.

4.4. Customer Suggestions. Customer grants LCT Software a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service (or LCT's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or End Users relating to the operation or features of the Service.

5. CONFIDENTIALITY **5.1. Definition.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including LCT Software's Privacy Policy), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and

(ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with these Terms.

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

6. WARRANTIES AND DISCLAIMERS **6.1. Specifications.** Subject to the limitations set forth below, LCT Software warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and LCT Software's entire liability for any breach of the foregoing warranty, LCT Software will use commercially reasonable efforts to modify the Service so that it conforms to foregoing warranty.

6.2. Service Level Commitment. During the Subscription Period, LCT Software further warrants that the Service will meet the performance level specified in the Service Level Commitment, as made available by LCT Software at <https://zdrive.eu/gVe> (which URL location and content may be updated from time to time by LCT Software). The Service Level Commitment sets forth Customer's sole and exclusive remedy for LCT Software's failure to achieve the stated Service performance level.

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6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCT SOFTWARE DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LCT SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LCT Software will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than LCT Software or LCT Software's designee; (iv) use of the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and LCT Software documentation or (v) any of the SLC Exclusions (as defined in the Service Level Commitment).

7. MUTUAL INDEMNIFICATION 7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless LCT Software, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which LCT Software is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) LCT Software providing Customer with prompt written notice of such claim; (b) LCT Software providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7.2. Indemnification by LCT Software. Party will defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Service, as furnished by LCT Software hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. LCT Software's obligations under this Section 7.2 are contingent upon:

(a) Customer providing LCT Software with prompt written notice of such claim; (b) Customer providing reasonable cooperation to LCT Software, at LCT Software's expense, in the defense and settlement of such claim; and (c) LCT Software having sole authority to defend or settle such claim. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF LCT SOFTWARE AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. LCT Software will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by LCT Software, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by LCT Software.

7.3. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) LCT Software's right to provide the Service is enjoined or in LCT Software's reasonable opinion is likely to be enjoined, LCT Software may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, LCT Software will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. LIMITATIONS OF LIABILITY. EXCEPT THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 7.1 AND 7.2, IN NO EVENT WILL PARTY'S LIABILITY TO OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT.

8.1. Exclusion of Damages. NEITHER PARTY NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR

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CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.2. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure.

Subject only to its limited warranty obligations set forth in Section 6, LCT Software will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify LCT Software and hold it harmless against those risks.

8.3. Basis of Bargain. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LCT SOFTWARE AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

9. Surviving Provisions. Sections 4 (Proprietary Rights), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. GENERAL 10.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 10.1).

10.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Connecticut without regard to its conflict of law's provisions. The exclusive jurisdiction and venue of any action related to the Service or this Agreement will be the state and federal courts located in Connecticut and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

10.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit End Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

10.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

10.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

10.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of LCT Software. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Service use, LCT Software may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on LCT Software's websites and marketing materials to identify Customer as LCT Software's customer, and for providing the Service to Customer; provided that, LCT Software will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

10.9. Force Majeure. The Parties will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of the Party.

10.10. Entire Agreement. These Terms, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null.

11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6. Severability. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect.

11.7. Assignment. Customer may not assign or transfer this agreement or any Order hereunder, whether by operation of law or otherwise, without the prior written consent of LCT Software. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. Publicity. Subject to the provisions of Section 9, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's use of the Service, LCT Software may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on LCT Software's website and marketing materials to identify Customer as LCT Software's customer, and for providing the Service to Customer; provided that, LCT Software will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

11.9. Force Majeure. LCT Software will not be liable for any delay or failure to perform under this agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of LCT Software.

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11.10. Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by LCT Software of Professional Services for Customer and the possible strategies which may be used by LCT Software to implement the Subscription Service to achieve the requirements identified by Customer. This agreement, together with mutually agreed-upon attachments that are incorporated by reference herein, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter.

Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's Order, any or other order documentation will be incorporated into or form any part of this agreement, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or other administrative document issued by Customer in connection to this agreement be deemed to modify, alter or expand this agreement, regardless of any failure of LCT Software to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this agreement unless agreed to in writing signed by a duly authorized representative of both parties.

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CHP Service Maintenance Agreement City of Milford

This Service Maintenance Agreement (this “Agreement”), dated as of September 17, 2021 (the “Effective Date”), is by and between Martin Energy Group Services, LLC, a Pennsylvania limited liability company, with its principal place of business located at 70150 HWY 50, Tipton, MO 65081 (“Service Provider”) and City of Milford, with a mailing address of 70 West River Street, Milford, CT 06460 (“Customer”) together with Service Provider, the “Parties”, and each a “Party”.

WHEREAS Service Provider has the capability and capacity to provide certain scheduled services for a 400KW COGEN/CHP system; and

WHEREAS Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services (the “Services”) set out in one or more statements of work to be issued by Service Provider and accepted by Customer (each, a “Statement of Work”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Customer Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively and subject to a change in the fee schedule as may be necessary for any additional services.

1.1 This Agreement is only for the SERVICES and is not and shall not in any way be construed as an energy supply contract.

2. Service Provider Obligations. Service Provider shall:

2.1 Designate employees or contractors that it determines, in its commercially reasonable discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the “Service Provider Contract Manager”).

(b) A number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work (collectively, with the Service Provider Contract Manager, “Provider Representatives”).

2.2 Make no changes in Provider Representatives except:

(a) Following notice to Customer (written notice in the case of the Service Provider Contract Manager).

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(b) Upon the resignation, termination, death or disability of an existing Provider Representative.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

3.5 Be responsible for the procurement and payment of all internet services necessary to allow Service Provider to adequately service and monitor the system. Such internet services must be maintained throughout the Term of this Agreement and is in addition to, not included as part of, the fees outlined below in Section 4.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule attached hereto as Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Customer of an invoice from Service Provider.

4.2 Customer shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work, within thirty (30) days of receipt by the Customer of an invoice from Service Provider accompanied by reasonable supporting documentation.

4.3 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.4 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at an annual rate equal to the so-called "Prime Rate" as set forth in the *Wall Street Journal* (or if no longer in circulation, a substantially similar publication) plus two percent.

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Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for fourteen (14) days following written notice thereof.

5. Limited Warranty and Limitation of Liability.

5.1 Service Provider warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
- (b) Using personnel of appropriate skill, experience, and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy (subject to Section 5.4) below for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Service Provider shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within five (5) days after Customer gains actual knowledge of such breach.

5.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5.4 Nothing in this Article 5 or otherwise (except for Article 9 below) shall be construed to limit or waive any of Customer's rights at law or in equity to seek cost to cover or similar direct damages



against Service Provider in the event this Agreement is terminated as the result of Service Provider's breach or default hereunder.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") except for any Confidential Information of Customer or customer materials shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within ten (10) days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not in each case to the Receiving Party's actual knowledge, prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, agents, independent contractors, service providers, subcontractors, attorneys, accountants, and financial advisors.

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Notwithstanding the foregoing or anything to the contrary herein, in light of Customer being a Connecticut municipality, the following shall apply and govern:

Customer is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Connecticut General Statutes § 1-210(b), as amended from time-to-time. Because only the particular information falling within one of these exemptions can be withheld by Customer pursuant to an FOIA request, Service Provider should specifically and in writing identify to Customer the information that Service Provider claims to be exempt. Service Provider shall further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with Connecticut General Statutes §1-210(b), as amended from time-to-time, must be provided. Service Provider acknowledges that (1) Customer has no obligation to notify Service Provider of any FOIA request it receives, (2) Customer may disclose materials claimed by Service Provider to be exempt if in Customer's judgment such materials do not appear to fall within a statutory exemption, (3) Customer may in its discretion notify Service Provider of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Customer has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request, (4) Service Provider will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Customer or any of its officers, directors, agents, or employees have any liability for the disclosure of documents or information in Customer's possession where Customer, or such officer, director, agent or employee, in good faith believes the disclosure to be required under the FOIA or other law.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of 5 YEARS unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.



- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment; or (b) more than two (2) times in any six (6) month period;

8.4 The rights and obligations of the parties set forth in this Section 8.4 and in Sections 6, 7, 9, 12, 19, 20, 21, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK/IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, PROVIDED, HOWEVER, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING OUT OF SERVICE PROVIDER'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT.

10. Insurance. During the term of this Agreement and for a period of twelve (12) months thereafter, Service Provider shall, at its own expense, maintain and carry insurance on an occurrence basis with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1 Million and worker's compensation and employer's liability insurance meeting all applicable legal requirements. Upon Customer's request, Service Provider shall provide Customer with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Customer as an additional insured. Service Provider shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where



prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against Customer's insurers and Customer.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Customer:

110 River Street,
Milford, CT 06460
Attention: Mayor's Office

Notice to Service Provider:

70150 HWY 50
Tipton, MO 65081
Attention: CFO

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible

14. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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16. Assignment. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider, provided, however, no such consent shall be required and Customer may so assign and delegate to any successor owner of the 400kw COGEN/CHP system. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any person acquiring all or substantially all of service provider's assets' provided Service Provider has given 30 days' written notice to Customer and provided, further, Service Provider may not otherwise assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Customer.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Connecticut, United States of America (including its statutes of limitations and APPLICABLE STATE CHOICE OF LAW STATUTE(S)), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Connecticut.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the District Court of Connecticut located in Connecticut or, if such court does not have subject matter jurisdiction, the courts of the State of Connecticut sitting in New Haven

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County, Connecticut, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the District Court of Connecticut or, if such court does not have subject matter jurisdiction, the courts of the State of Connecticut sitting in New Haven County, Connecticut. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, governmental orders or restrictions affecting the Services and first issued after the Effective Date as the result of a pandemic (including COVID-19, Sars-Cov-2, or any other related strand), lock-outs, strikes or other labor disputes (provided the same are not specific to the claiming Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Customer

City of Milford

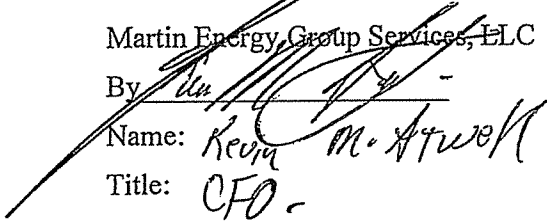
By _____

Name:

Title:

Service Provider

Martin Energy Group Services, LLC

By  _____

Name: Kevin M. Atwell

Title: CFO



INITIAL STATEMENT OF WORK

This Statement of Work (this "SOW") is entered into as of this ___ day of _____, 2021, between Service Provider and Customer. This SOW is entered into subject to, the terms and conditions of that certain CHP Service Maintenance Agreement (the "Agreement") dated as of September 17, 2021 between Service Provider and Customer. Capitalized terms used and not defined in this SOW will have the meanings ascribed to them in the Agreement.

1. Included in SOW:

- a. **Scheduled Maintenance:** Service Provider shall provide all scheduled maintenance operations required for the Siemens engine per the manufacturer's supplied information. (Exhibit A-1 below.) Service Provider shall provide all scheduled maintenance operations required for the additional components, provided by Service Provider, of the CHP system. These operations are described as "Ancillary". (See Exhibit A-2 below.) All consumables, parts, and labor required for these scheduled maintenance operations are included in this agreement.
- b. The scope of this Agreement includes all parts, materials, equipment, consumable lube oil and labor necessary for the safe and efficient operation of the CHP System as it pertains to a "Preventative Maintenance" program. Service Provider shall independently tailor the Preventative Maintenance schedule based on its expertise in the area of service and maintenance and shall modify the schedule based on real time monitoring and inspections of the System. Customer acknowledges and accepts that this schedule may vary from any recommended schedules provided by manufacturers, but shall in no event be in violation of any manufacturer requirements.
- c. All scheduled maintenance is provided under this Agreement for the CHP system, provided always that it is operated in accordance with the instruction manuals and under the software provided by the Service Provider. The Customer shall be liable for the additional cost of any repairs or maintenance required through misuse, alteration or interference with the system by any party other than the Service Provider. In the event that Service Provider and Customer cannot agree in advance upon responsibility for any additional costs pursuant to this clause, Service Provider may, and will have the right to provide necessary repairs, service and maintenance, notwithstanding the parties' dispute regarding financial responsibility for such work.
- d. **Remote Monitoring:** Service Provider shall provide remote monitoring and support for the CHP system. This will include monitoring the daily operation of the unit to ensure that the operating data is within design parameters. In the event of an unplanned shutdown, Service Provider will remotely diagnose the issue, reset the unit, and attempt a re-start if possible.
- e. **Monthly Reports:** Service Provider shall submit monthly service reports to Customer.
- f. **Response Time:** In the event of an unplanned shutdown, Service Provider will attempt to remotely diagnose the issue and restart the CHP unit within 6 hours. If it is determined that a technician will need to be dispatched to the site to address the issue, and has approval from the Customer to do so as outlined in Number 2 below, Service Provider will make every effort to dispatch a technician within 24 hours and not longer than 48 hours.



- g. Technicians: All work performed by Service Provider shall be done by trained professionals. All workmanship shall conform to the best practices in the trade.

2. Excluded from SOW:

- a. Any alteration to local and federal permitting requirements for environmental emissions from the CHP system that necessitates equipment replacement or modification is excluded from the scope of this contract.
- b. The scope of this Agreement covers CHP system maintenance only. Any site system damages, losses, or downtimes caused by the shutdown or malfunction of the CHP system, are excluded from this contract.
- c. **Guaranteed Runtime:** This Agreement is only for scheduled maintenance of the CHP system. Therefore, Service Provider cannot offer runtime guarantees of any kind. Service Provider will provide its resources and expertise to perform scheduled services and respond as authorized by Customer to unplanned shutdowns in a timely manner as to maximize the runtime of the CHP.
- d. **Catastrophic Failures:** After the standard 1 Year warranty period has expired, the Customer chooses to accept all unscheduled events as their responsibility and chooses to instruct Service Provider to perform unscheduled repair events on a time and materials (T&M) basis at their discretion and authorization. These types of events will be brought to the attention of the Customer if noticed first by Service Provider by remote monitoring or during scheduled site visits. The Customer has agreed to review and give authorization to Service Provider to address such events and perform the necessary repairs. The Service Provider will give due diligence to determine if warranty can be obtained from the manufacturer of the failed parts even after the standard 1 Year warranty timeframe is exceeded.
- e. **Daily Walk-Thru:** Customer shall perform a walk-thru of the CHP unit at least every other day and complete an inspection checklist provided by Service Provider. Weekends or holidays may be considered exceptions.
- i.) Customer shall submit checklists to Service Provider via email within 24 hours of completion. The checklist is provided in Exhibit A-3 below.
- ii.) Customer shall alert Service Provider to any failures, potential failures, or any system abnormalities.
- f. **Daily Onsite Support:** Customer shall be on call to provide on-the-ground diagnostic support at the request and direction of Service Provider's service team.



**SCHEDULED MAINTENANCE OPERATIONS FOR THE SIEMENS ENGINE
TO BE PERFORMED BY SERVICE PROVIDER**

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DRESSER-RAND. <small>A Siemens Business</small>	PRODUCT INFORMATION	INDEX	DATE	Dep. 2
	IO-G-M-00-074e	B	January 2016	
MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM				


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1. MAINTENANCE PROGRAM

The information in this maintenance program is complemented with product information document IO-G-M-00-060e, General Maintenance Guidelines for Gas Engines.

GUASCOR has developed this maintenance program to ensure optimum performance of your engine. Given that strict adherence to this program will benefit you, it is essential that you follow the instructions detailed in this manual. Failure to do so may not only jeopardize GUASCOR's warranty, but also restrict you from obtaining the best performance for equipment.

The maintenance intervals listed in this section do not in any way imply an obligation on behalf of GUASCOR, and are given only as a guide to users for maintenance scheduling. Users will take into account operating conditions and demands to determine the maintenance operations that should be carried out more frequently than stated on the schedule. In all cases, the number of hours specified are reasonable limits, which should not be exceeded in order to ensure that the engine works correctly. If the engine maintenance schedule is not adhered to then the warranty of the same may be cancelled. This document and product information document IO-G-M-00-060e should be studied carefully before the engine is started up for the first time.

 IMPORTANT
<p>The maintenance jobs described below (identified with as an "E" type task) must be regarded as "additive" to each other. Accordingly, the performance of every "E;" job implies that all previous "E_{i-1}", every time as the frequency indicates it.</p> <p>This will require the availability of such materials and labour as may be necessary at each stage.</p>

 NOTE	<p>Any Check-Inspection may require a corrective operation if the element in question requires one.</p>
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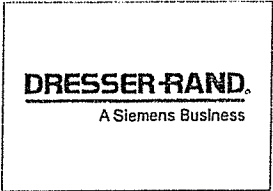
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MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM				

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1.1. Basic maintenance operations:

NEW ENGINE OR MAJOR SERVICE WORK START-UP MAINTENANCE		
Jobs to be done during the initial start-up of a new engine or during the break-in phases following major overhauls (change of cylinder liners, pistons, piston rings, cylinder heads,...). They must be carried out by GUASCOR authorized Repair Shop.		
Job	Interval	Job Description
NA	0 h	(Operation before starting up the engine)
		- General inspection and set-up of the engine
N1	100 h	(Operations after starting up or break-in phase)
		- Change oil GUASCOR MOTOROIL (oil sump and cooler)
		- Change oil filters
		- Analyze waste oil
		- Clean the oil centrifuge filter and change the paper filter
		- Inspection of the gas ramp filter
		- Adjustment of rocker arms and valve lifters. Measure valve height
		- Check air/fuel ratio
		- Adjust air/fuel ratio to full load, if necessary
		- Measure the exhaust back-pressure
		- Check damper temperature
		- Inspect for leaks in all coolant, oil, gas and exhaust gases system
		- Check the cleaning of carburetion system and admission (compressor, intercooler and inlet manifold)
		- Inspection and retightening of flanges and clamps, battery terminals, connectors, flexible couplings, air filter supports, exhaust piping, oil pipes, etc.

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MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM

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Minor Jobs			ROUTINE MAINTENANCE (Type "E")
Job	Interval	Job Description	
EO	Daily	(Operations to be performed with the engine stopped)	
		- Vent the coolant circuit. Check automatic vent valves.	
		- Drain condensates out of the exhaust Y-pipe	
		- Check oil pressure and temperature during the pre-lubrication phase	
		- With the dipstick, check for a possible increase of the oil level in the oil pan due to coolant leaks	
		- Verify oil heating with the pre-heater, if necessary	
		- Check the oil level of the pneumatic starter lubricator, if necessary	
		- Clean the engine and its surrounding	
		(Operations to be carried out with the engine idling)	
		- Check oil level	
		(Operations to be carried out with the engine stabilized)	
		- Check coolant level / pressure. Vent circuits.	
		- Check oil pressure	
		- Inspect the air filter plugging level (reset the pilot first)	
		- Check oil, coolant and exhaust gases temperature	
		- Check the filter cleaning state pilot of the crankcase gases recirculation system. Control the crankcase pressure (**A*)	
		- Record engine parameters on a regular basis	
		- Revision of the operational stability and unusual noise	
- Inspect for leaks in fuel, coolant, oil and exhaust gases			

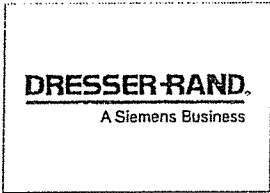
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Job	Interval	Job Description
E1	According SH2 content see chart oil change	- Analyse waste oil
		- Change oil GUASCOR MOTOROIL (oil sump and cooler)
E2	2,000 h	- Change oil filters
		- Clean the metallic sponge of the oil purifier
		- Clean the oil centrifuge filter, film-thickness measurement and change the paper filter (*B*)
		- Measure crankcase pressure
		- Check air/fuel ratio
		- Adjust air/fuel ratio to full load (*), if necessary
		- Inspect the air filters
		- Adjustment of rocker arms and valve lifters. Measure valve height
		- Check safety devices and connections: temperature and pressure switches and probes
		- Check battery acid level
		- Check battery and starter connections
		- Inspection of high voltage wires of the ignition system
		- Change the filter of crankcase gases recirculation system and clean this circuit (*A*)
E4	4,000 h or once a year	- Verify the ignition timing
		- Check damper temperature
		- Change air filters
		- Check gaskets in the rocker arm covers
		- Disassemble, clean and adjust all the speed and ignition pick-ups
		- Measure the exhaust back-pressure
		- Change coolant
		- Verify the tightening torque of knocking sensors on stud head (20 Nm) (*C*)
		- Check the axial clearance, radial clearance and condition of the turbocharger vanes

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MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM

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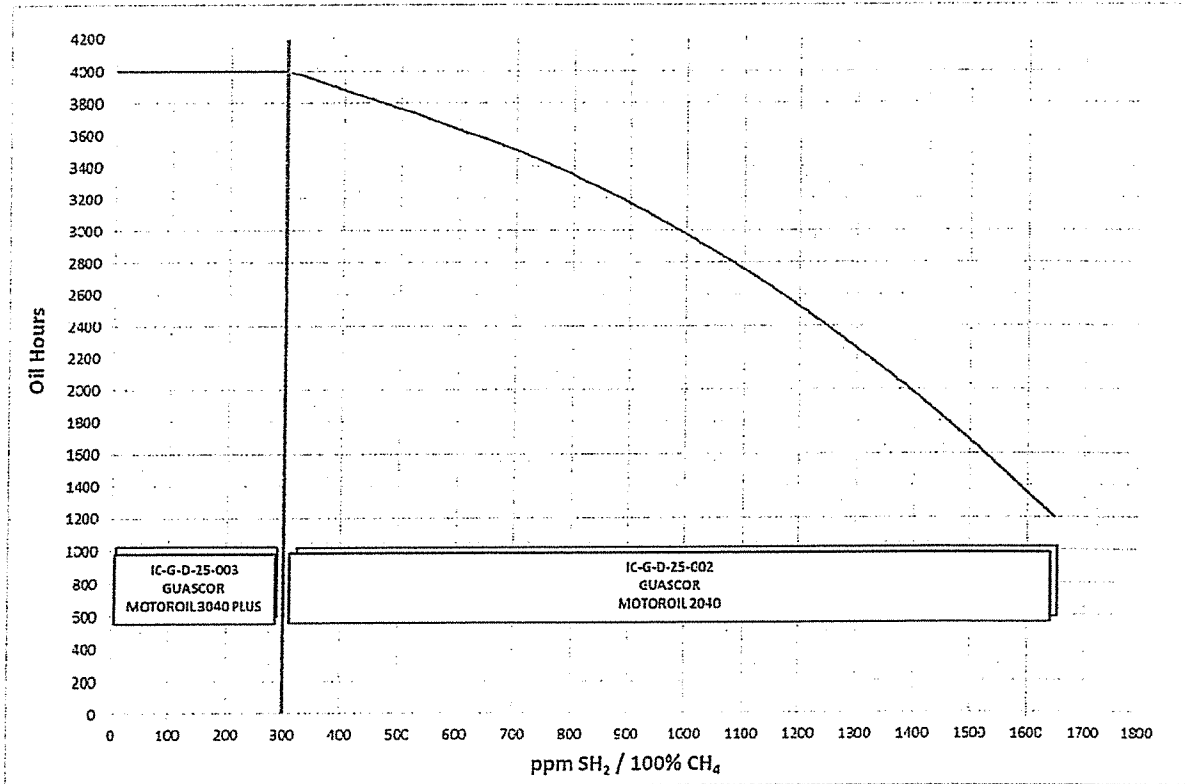
OIL CHANGE

As indicated in the graph below, the oil life hours are to be calculated depending on the SH₂ ppm / 100% CH₄ of the gas. For its use, it is essential to know the value of ppm H₂S / 100% CH₄ gas.

This graph applies only to gases whose silicon content in the gas does not exceed the 4 mg/nm³ and / or other gases that do not contain acidic compounds different from SH₂ such as halogenated compounds.

Otherwise, oil life will be fixed sticking to the damning limits set by IO-G-M-25-001, whose values must not be exceeded.

The type of lubricant to be used depends on the concentration of H₂S in the gas and will agree to the IC-G-D-25-002 or IC-G-D-25-003. See graph.



SH₂ ppm / 100% CH₄ calculation is performed as follows:

Known H₂S ppm concentration of the gas (1) and the % CH₄ known of the gas, the following equation applies:

$$ppm\ SH_2 / 100\% CH_4 = \frac{ppm\ SH_2\ del\ gas * 100}{\% de\ CH_4\ gas}$$

Example 1, Gas natural. In these cases a %CH₄ of 100% must be considered. A gas that has 95 ppm SH₂, The value of ppm H₂S / 100% CH₄ calculated according to the formula:

$$ppm\ SH_2 / 100\% CH_4 = \frac{95 * 100}{100}$$

$$ppm\ SH_2 / 100\% CH_4 = 95$$

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MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM				


O&M_19.09.251_01_2016

Example 2, Biogas: a gas that has 700 ppm of H₂S and has 50% CH₄. The value of ppm H₂S / 100% CH₄ calculated according to the formula.

$$ppm SH_2 / 100\% CH_4 = \frac{700 * 100}{50}$$

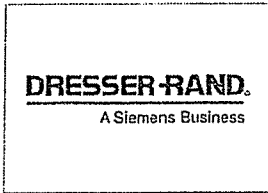
$$ppm SH_2 / 100\% CH_4 = 1400$$

(1) To calculate the equivalent SH₂ other sulfur compounds can be considered as the mass of S present in the sulfur compound as SH₂ mass, considering both organic and inorganic compounds.

 NOTE	- The spark plugs change must be made attending the IO-G-M-33-007 product information*. *It's recommend to carry out a borescope inspection and do a compression test when changing spark plugs
	- Ask Guascor to use another oil that it is not GUASCOR MOTOROIL.

Periodic interventions (Type "R")		
major interventions		
Job	Interval	Job Description
R1	12,000 h	- Recondition cylinder heads.
		- Clean pistons, cylinder liners and cylinder head seating on block
		- Check valves driving system: valve lifters, rocker arms, push-rods, roller rocker arms and cams
		- Measure cylinder liners wear
		- Clean oil sump
		- Check and clean the cooling system. Clean pipe bundles and change gaskets on heat exchanger and coolers
		- Change oil thermostat (only V engine)
		- Test thermostats of coolant circuit.
		- Clean filters of coolant circuit. Change filter cartridge
		- Retighten connections in knocking detection system unit (*C*).
		- Check-up of electric or pneumatic starting motor.
		- Check-up of battery charging alternator
		- Change hoses and clamps.
		- Check safety valves in intake manifold
		- Check and clean the intake circuit, from the air filters outlet to the intercooler (*A*)
- Test control and safety devices: temperature and pressure switches and probes		
- Change high voltage wires of the ignition system		
- Recondition turbochargers		

8h



PRODUCT INFORMATION
IO-G-M-00-074e

INDEX
B

DATE
January 2016

Dep. 2

MAINTENANCE OF NATURAL GAS AND BIOGAS FG/FGLD ENGINE 1800 RPM

O&M_19.09.251_01_2016

Job	Interval	Job Description
R2	24,000 h	- Change complete pistons (Piston, piston rings, pin, circlips)
		- Change cylinder head springs
		- Change cylinder liners
		- Change flexible coupling condition engine-alternator
		- Inspection of elastic suspensions and alignments
		- Check axial and Radial allowance of Crankshaft
		- Check connecting rods
		- Change conrod bearings
		- Change the connecting rod bolts (maximum of 3 retightenings). Mark number of retightenings on the bolt
		- Change thermostats of coolant circuit
		- Recondition water pumps of main coolant circuit
		- Recondition water pumps of secondary coolant circuit
		R3
Inspection of Crankshaft		
- Inspect camshafts		
- Inspect timing gears and change ball-bearings		
- Recondition oil pump: check gears and change bushings		
- Change crankshaft counterweights fixing screws and washers		
- Change damper		
- Overall inspection and cleaning of coolant, oil, fuel, intake air, exhaust gas, automation systems, wiring.		
- Change turbochargers		
- Change connecting rods		
- Change coils		
- Change engine gaskets		

8h



EXHIBIT A-2

**SCHEDULED MAINTENANCE OPERATIONS FOR THE ANCILLARY COMPONENTS OF
THE CHP SYSTEM**

TO BE PERFORMED BY SERVICE PROVIDER

OTHER ADJUSTMENTS

Depending upon application, adjustments to other protective and control gear may be required. Refer to instructions provided by the by the supplier of the generator set.

The standard MagnaMAX^{DVR} voltage regulator also has many protective and control circuits.

It is imperative that the set up instructions for any regulator supplied be followed.

MAINTENANCE

GENERAL INFORMATION

Dirt, heat, moisture, and vibration are common enemies of a generator. Keeping the generator clean and dry, maintaining proper alignment of the generator and its prime mover, and preventing overloads will result in efficient operation and long life.

Generators that are outdoors should be protected from the elements by suitable houses or enclosures.

Dirt and dust will conduct electricity between points of different electrical potential. Moisture will aggravate the problem further. Insulation system failure can result if corrective action is not taken. Measuring insulation resistance can test the condition of the insulation system.
(See Generator Testing.).

Insulation resistance should be checked when putting the generator into service after it has been in storage and anytime contamination by moisture and dirt is suspected.

Normally, moisture buildup is not a problem while the generator is running, since heat

produced internally will tend to keep it dry but can collect in the generator when it is shut down. The problem will be worse in humid environments or in areas where extreme temperature changes cause condensation (dew) to form inside the generator.

Space heaters, air filters, and premium insulation systems, such as our VPI process, should be considered in difficult environments.

Accumulations of dust and dirt not only contribute to insulation breakdown, but they can also increase temperature by restricting the dissipation of heat. Materials such as talc, lint, rock dust, or cement dust may obstruct the ventilation.

The most harmful types of foreign materials include carbon black, metallic dust and similar substances that not only impede ventilation, but also form a conductive film over the insulation, increasing the possibility of insulation failure.

Machines operating in dirty places should be disassembled and cleaned periodically.

AIR INTAKE AND EXHAUST

Check the area around the air intake and exhaust openings to be sure they are unobstructed.

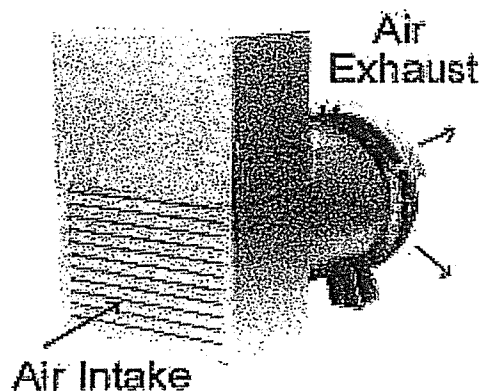


Figure 5-1

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ELECTRICAL CONNECTIONS, WINDINGS

Inspect for loose or contaminated connections
Check wires for cracked or frayed insulation.
Tighten connections and replace defective or
oil soaked insulation.

If inspection shows that varnish coatings on
the windings have deteriorated, they should be
coated with insulating varnish.

Please refer to Marathon Electric for
insulation system requirements.

LUBRICATION

All generators are lubricated before leaving
the factory and are ready for operation. As a
general rule, bearings should be re-lubricated
annually or at the indicated intervals in table
5-3, whichever occur first.

Unusually severe operating conditions, such
as high ambient or dusty environments,
require more frequent lubrication (every six
months or one half the table intervals,
whichever occurs first).

Use Chevron SRI or equivalent anti-friction
type high quality, grease with a lubrication
temperature range of -22° to +350° F (-30°
to +175° C)

To add or renew grease, proceed as follows:

1. Stop unit.
2. Wipe the grease plugs and surrounding parts to
insure they are clean.
3. Remove both the fill and drain plugs.
See figure 5-2
4. Insert 1/8" N.P.T. grease fitting in fill pipe.
5. Free the drain holes of any hard grease, using a
piece of wire if necessary.
6. Using a low-pressure grease gun, add grease
according to the amounts in table 5-3.
7. Start unit with drain plug removed - fill pipe
may be open or closed. Allow unit to run 15
minutes to allow excess grease to drain.
8. Stop unit, wipe off any drained grease, and
replace filler and drain plugs.

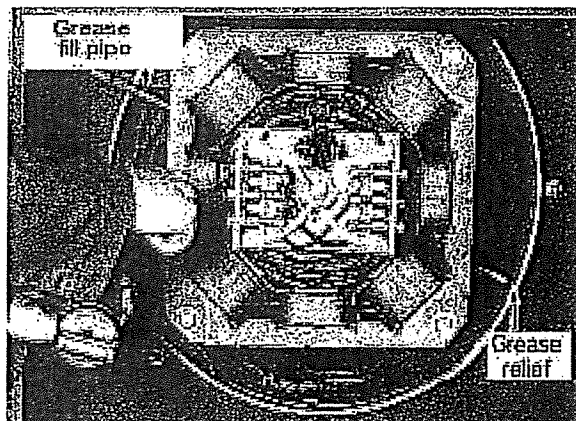


Figure 5-2

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The amount of grease added is very important! Only enough grease should be added to replace the grease used by the bearing.

CAUTION: TOO MUCH GREASE CAN BE AS HARMFUL AS INSUFFICIENT GREASE. USE THE PROPER AMOUNT.

Type	Frame Size	Bearing Size	Amount of Grease			Intervals --- Max. hours or annually	
			Ounces	Cubic Inches	Teaspoons	60 Hz	50 Hz
Single Bearing Units	431,432, 433 571,572, 573, 574	314	1.2	2.1	7.0	6500	8400
		316	1.5	2.6	8.3	5600	7200
		322	2.4	4.2	14.0	3000	4500
Double Bearing Units	431,432 571, 572, 573, 574	318	1.7	3.0	9.9	4600	6200
		318	1.7	3.0	9.9	4600	6200
		322	2.4	4.2	14.0	3000	4500

TABLE 5-3

During an overhaul, the grease reservoir should be thoroughly cleaned and new grease added. The reservoir should be 1/3 to 1/2 filled with new grease

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DAILY CHECKLIST

TO BE PERFORMED BY CUSTOMER

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DAILY CHECKLIST



WEEK OF: _____

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ENGINE HOURS							
KWHR							
KW							
BATTERY VOLTS							
OIL LEVEL							
OIL ADDED							
COOLANT LEVEL							
COOLANT ADDED							
COOLANT HOSES							
OIL PRESSURE							
COOLANT TEMP							
COOLANT LEVEL							
COOLANT ADDED							
PPM H2S							
EXHAUST BACKPRESSURE							

8h



EXHIBIT B

SERVICE PROVIDER FEE SCHEDULE

All Services under this Agreement are subject to the fee schedule outlined below and will be billed on a monthly basis subject to the payment terms outlined in Section 4 of this Agreement:

Rate	Cost
Fixed Hourly Rate	\$8.72 / engine run hour*

* Rate above will be subject to 1.0% escalation per year.

* Subject to review, rate is renewable at time of contract renewal every 5 years.

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**AGREEMENT FOR MILFORD CITY CLERK
RECORDS MANAGEMENT SYSTEM AND SERVICES**

This Agreement (Agreement) is entered into by and between Info Quick Solutions, Inc., a New York State Corporation (IQS), with offices located at 7460 Morgan Road, Liverpool, NY 13090, and City of Milford, CT, a government entity (CITY), with offices located at Parsons Government Center, 70 West River St, Milford, CT 06460. IQS and CITY (each individually a "party" and collectively the "parties") agree as follows:

1. TERM

This Agreement will become effective 7/1/2022 (the "Effective Date") and shall continue for a period of five (5) calendar years terminated by the parties in accordance with the provisions of this Agreement (the "Term").

This contract may be extended beyond the initial term by mutual agreement signed by the parties.

2. SERVICES

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, IQS will provide the CITY with the products, software and services described in the proposal provided to the CITY, annexed hereto as Schedule A.

3. PAYMENT

CITY agrees to pay IQS in accordance with the payment provisions set forth below. IQS shall submit an invoice to CITY for each payment due, and CITY agrees to pay each invoice within thirty (30) calendar days after receipt.

Solution ERMS \$2,600/month

Public Internet Search

Internet hosting services for land and maps are included at no charge so long as the CITY allows IQS to charge a minimum of \$2.00 per page to print document images. The CITY will receive \$1.00 per document.

Optional Services

Index Audit (24-48 hour turnaround)	\$1.10 per document
Microfilm Creation	\$0.06 per image
Film Storage	\$1.40/roll/year

4. DELIVERY AND ACCEPTANCE

IQS will arrange for delivery of the appropriate System components to the CITY installation site, as set forth in Schedule A. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A.

5. SYSTEM OWNERSHIP AND USE RIGHTS

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "IQS Intellectual Property"). CITY understands and agrees that all IQS Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall remain the property of IQS.

6. OWNERSHIP, USE, AND RETURN OF DATA

All information, records, documents, files, data, and other items relating to the business of CITY (including indexes, film, and other data created or acquired by use of the System), whether prepared by CITY or IQS or otherwise coming into the possession of IQS in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of CITY. Within ten (10) days termination of the Agreement IQS shall return all such data to the City at no charge to the City.

7. RESPONSIBILITY FOR DATA BACKUP

Backup services shall be provided by IQS. Such services are contingent on the CITY maintaining consistent internet access.

8. PERFORMANCE AND SYSTEM WARRANTIES

IQS warrants that: (a) the Services will be performed in a professional manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to CITY under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by IQS; and (c) the System delivered by IQS will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

Neither party shall be responsible for delays or failures in performance because of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

9. INSURANCE

If IQS performs any of the Services on CITY premises, IQS agrees to maintain a set forth in Schedule B attached hereto.

10. TERMINATION OF THE AGREEMENT

If either party materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, either party may terminate this Agreement.

The CITY may terminate for convenience with 30 days' notice.

12. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

13. GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Connecticut, without reference to the principles of conflict of laws. In any litigation concerning this Agreement or its enforcement, the parties consent to the jurisdiction and exclusive venue of the Judicial District of Ansonia/Milford at Milford or if Federal Court the District of Connecticut, New Haven.

14. Notices.

All notices required or permitted to be given under this Agreement shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the City, addressed to:]
Office of the City Clerk
City of Milford
70 West River Street
Milford, CT 06460

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With a copy to:

City Attorney's Office
110 River Street
Milford, CT 06460

If to IQS, addressed to:
Info Quick Solutions, Inc.
7460 Morgan Road
Liverpool, NY 13090

Attn: Brian Owens, Vice President, Sales

15. ENTIRE AGREEMENT

The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of IQS and the CITY have executed this Agreement.

CITY OF MILFORD

Date _____


By: _____

Name:

Title:

INFO QUICK SOLUTIONS, INC.

Date 12/27/2021

By: 

Name: Brian J. Owens

Title: Vice President, Sales

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Schedule A

Scope of Work

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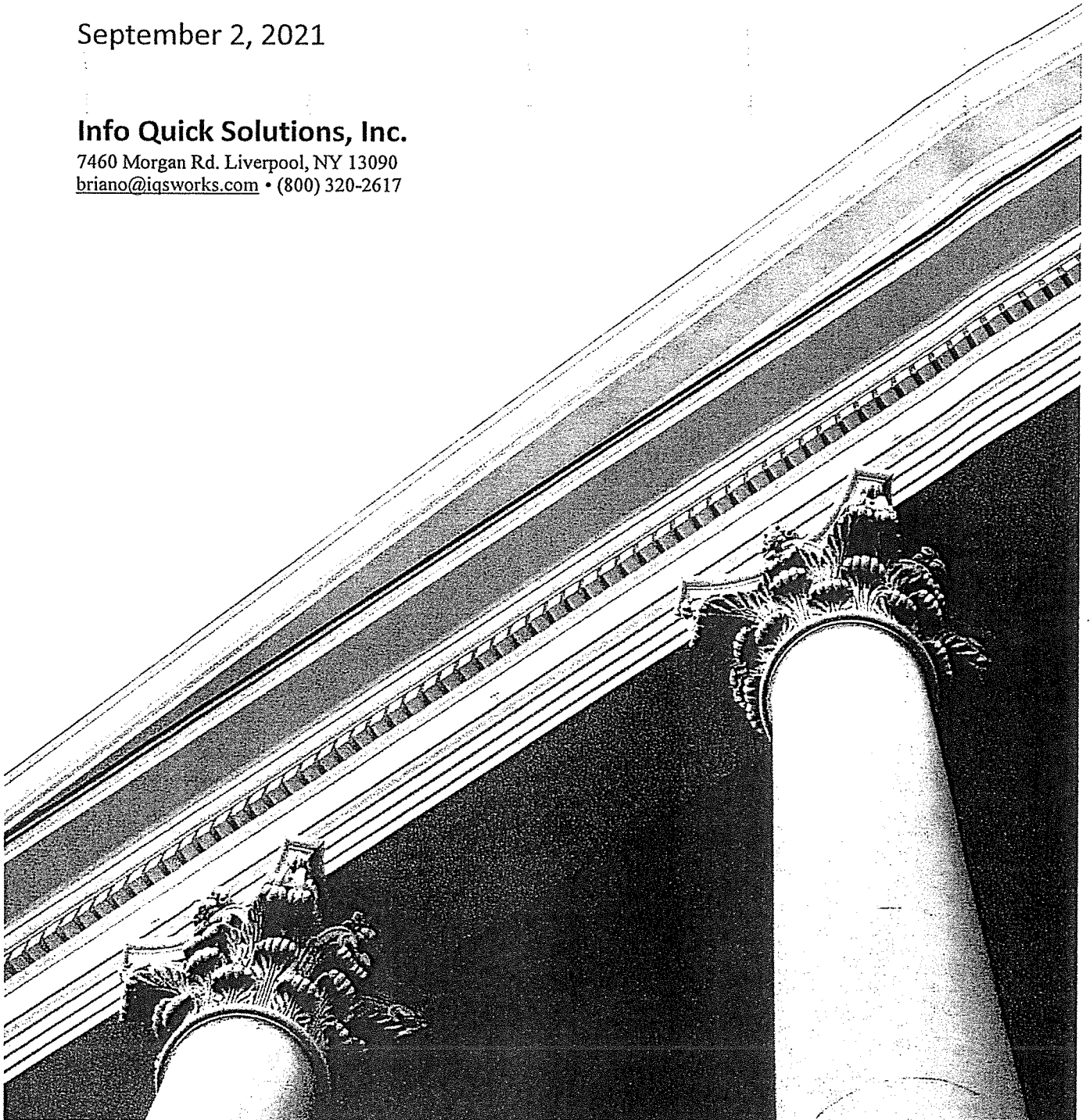


**Proposal for Land Records Management System
City of Milford, CT**

September 2, 2021

Info Quick Solutions, Inc.

7460 Morgan Rd. Liverpool, NY 13090
briano@iqsworks.com • (800) 320-2617



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September 2, 2021

Karen Fortunati, City Clerk
70 West River Street
Milford, CT 06460

Dear Ms. Fortunati:

IQS is pleased to submit a proposal for a land records management system. IQS has experienced tremendous growth built upon our ability to combine technical knowledge with a thorough understanding of the City Clerk's office functions as well as the City Clerk's relationships among other departments, to develop creative, customized, and user-friendly solutions.

IQS proposes a solution that employs the most current technologies available that will provide the City Clerk's office a comprehensive integrated records management system to fee, index and image land, map, vitals, trade names, military discharges, and dog records.

We have developed a plan for the City Clerk's Office to seamlessly transition to our records management system—including data conversion, implementation, training, and ongoing support.

IQS is excited by the opportunity to work with the City of Milford to implement a system that can expand well into the future. This proposal is valid for 180 days from September 2, 2021. Please feel free to reach out to me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Owens', with a long horizontal flourish extending to the right.

Brian Owens
Vice President of Sales

I. Executive Summary

Info Quick Solutions, Inc. (IQS) is pleased to submit a proposal for the Milford City Clerk's land records management system. We understand the City's business processes and agree with the scope of services and all other requirements set forth in this RFP with no exceptions.

It has been a privilege to serve many Town and City Clerks in Connecticut. IQS has established a track record of excellent service, quality products, and innovation. We have delivered many software updates and enhancements consistent with our commitment to continuous improvement.

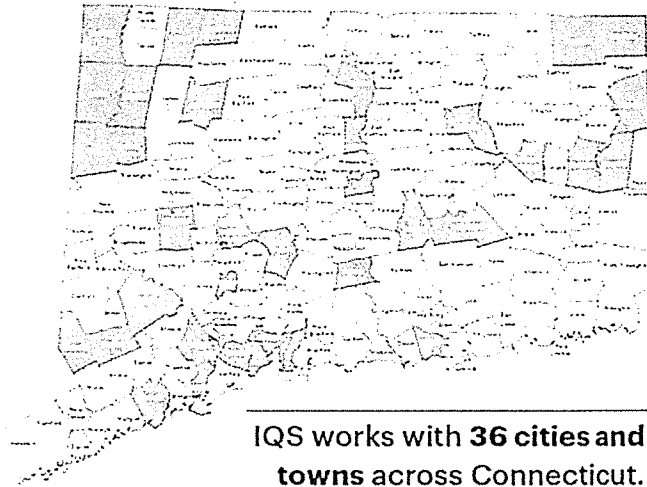
Our software suite, Solution, integrates all office functions into a user-friendly and easily adaptable interface. Upon review of this proposal, you will learn why Solution powers municipalities throughout the Northeast, including 36 cities and towns in Connecticut.

In addition to our best-in-class software suite, we deliver world-class support. This proposal includes unlimited on- and off-site support. Calls to our office are answered by live people and routed to the appropriate support person, who is empowered to solve any problems that may arise.

The City of Milford will receive expert consultation throughout the contract. As a full-service company, IQS has the resources and knowledge to develop creative solutions.

We believe the best proof of our success can be seen in the satisfaction of our customers. Attached to this proposal is a complete reference list of the cities and towns we serve in Connecticut.

If you have any questions, feel free to reach out to Brian Owens, Vice President of Sales, at briano@iqsworks.com or (800) 320-2617.



IQS works with 36 cities and towns across Connecticut.

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II. Company Synopsis

IQS is a privately-held, veteran-owned, debt-free New York State corporation specializing in records management services. Our founder, Bernie Owens, has more than 40 years of experience in the field and has spearheaded numerous industry innovations throughout his career.

Our Liverpool, NY facility includes a state-of-the-art microfilming and imaging lab, indexing department, support center, programming staff, and data center. We employ approximately 50 people, representing many collective years of experience. We pride ourselves on high staff retention, which correlates to our excellent customer service and ability to innovate.

As an industry leader in land records management, IQS has deep knowledge and expertise in the business operations of the City Clerk's office. We provide a wide range of solutions to municipalities of all sizes in Connecticut, New York, Pennsylvania, Rhode Island, Maine, and New Jersey.

IQS has implemented more than 80 installations. Many were successful migrations from the City of Milford's current vendor. IQS will use custom-built tools and our industry knowledge to ensure the City has a seamless transition.

III. Proposed Application Software and Computing Environment

A. System Overview

Our software suite, Solution, integrates all office functions into a user-friendly and easily- adaptable interface. It is designed using Microsoft .NET technologies.

The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and intranet/internet Web clients.

The system features a flexible workflow that can be adjusted as the situation demands. Administrators may easily identify the status of all documents via a real time “Work Status” console which facilitates ad hoc adjustments to workflows. Users can scan documents at any time during the workflow, including prior to recording.

1. Technology Architecture

Program: Microsoft .NET

Database: Oracle

Server: Windows Server 2014 or higher

Workstation: Windows 10 Professional

IQS does not use any proprietary hardware.

2. Security

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials.

The system requires a username and password for access. Security levels are controlled by the system administrator using a flexible administrative interface within the program. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc.

The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables.

B. Software Features

1. Data Entry

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.

2. Fees

Fee formulas may be configured for document groups or individual document types. Fee line items may be exempted or overridden. Pricing for fees (cost per page, per name, etc.) is easily changed by an authorized user. Receipts may be configured to print in either detail or summary mode.

3. Cashiering

The system contains a fully integrated cashiering module. All tax and fee calculation methods are supported.

Main features include:

- Ability to optionally fully index a document at the counter
- Ability to optionally scan at the counter
- Easily rearrange documents on a receipt prior to recording
- Ability to quickly enter multiple documents of the same type (e.g. tax liens)
- Ability to suspend a transaction
- Ability to automatically generate rejection letters
- Ability to automatically generate certified copies
- Simple one-click method to manage apportionments
- Integration with Quick Books
- Integration with financial packages (e.g. MUNIS)

4. Indexing

Indexing can be performed at either the cashiering stage or later. The indexing module features a queue whereby the user either predefines attributes of the documents to be indexed (e.g. deeds only) or simply requests the next document in the queue.

Main features include:

- Optimized screen layout for indexing from the scanned image
- Dual monitor support
- Multiple devices to facilitate more efficient indexing (lookup tables, repeat keys, etc.)
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

5. Verification

The verification module provides ultimate flexibility for the user. The system supports sight, key, and combination

verification options. Selection criteria may be defined by the user in the same manner as the indexing module.

Main features include:

- Optimized screen layout for verifying from the scanned image
- Dual monitor support
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

6. Imaging

The system supports both single and batch scanning during any point in the workflow. The scanning module contains numerous automatic and manual cleanup functions as well as the ability to skip blank pages and automatically detect the page length.

7. E-Recording

Solution has fully-integrated E-Recording capabilities. Documents are received in a queue for staff to review. They can then be electronically stamped and recorded. If a document needs to be rejected, a rejection letter can be customized and sent back to the submitter electronically.

We are integrated with all E-Recording vendors currently in the State of Connecticut.

8. Dog Registry System

The dog registry system allows for easy retrieval of information, fast processing of new and renewal transactions, and the printing of dog licenses.

Main features include:

- Issuing original licenses, renewals, replacement tags, or transfers
- Full reporting suite to fulfill local and state requirements
- Rabies tracking and reporting
- Secure internet lookup for animal control or law enforcement

IQS offers an online dog license renewal service during the open renewal period. Dog owners can look up their registrations and pay through an easy-to-use website. The website calculates the amount due and seamlessly updates information in the Solution software. The Clerk's Office can quickly process registrations through a queue, assigning tag numbers and printing licenses with one click.

9. Vital Records

The vital records program allows users to index and scan birth, death, and marriage records.

Main features include:

- Monthly reporting, including billing reports
- Ability to print and certify copies of records
- Efficient records search

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Marriage applications can be filled out online and submitted to the Clerk's Office. All the data is automatically added to the Vitals module as a pending application that can be pulled up by the Clerk, reviewed, and approved.

10. Public Search

The in-office public search module is simple enough for the average user, yet powerful enough for the professional.

Main features include:

- Ability to view results in index or document mode
- Ability to simultaneously search multiple names, document types, and municipalities
- Ability to search names on both sides of a document (e.g. Deed where John Smith is the Grantor and Mary Jones is the Grantee)
- Document cart for easy printing of entire documents or specific pages
- Supports escrow or drawdown accounts for document printing
- Features document queue for the general public prints, allowing prints to be released when payment is collected

The system also includes online records search through SearchIQS.com. IQS handles customer support, maintenance, and fee collection. Public users will only see documents designated by the City Clerk; staff members can be given password-protected access to other data.

Images and data from the City's in-house production server are replicated and stored on a web server maintained at our Liverpool, NY facility. IQS maintains redundant fiber optic lines to maximize system uptime and an automatic natural gas generator to provide service continuity.

11. Reporting

The application uses Crystal Reports as the main report engine. Reports can be printed or exported in several formats including Microsoft Word, Excel, and PDF.

The Report Explorer module categorizes and displays the authorized reports for each user. Reports can be archived for future reference.

IQS will develop custom reports as needed at no extra cost to the City.

12. Archiving

A variety of archiving methods are available to ensure the permanence of the City's critical data. The system provides a simple method to prepare scanned images for conversion to archival microfilm. Images can be exported to a variety of formats suitable for archiving, including TIFF and PDF.

IV. Hardware Synopsis

The City of Milford will supply the hardware. The proposed system does not require any proprietary hardware.

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V. Implementation Plan

A. Project Timeline

A more detailed plan will evolve after more in-depth evaluation and discussion with the City Clerk, IT staff, and any other identified stakeholders, expanding on the following:

PHASE	TASKS
1. Site Preparation	<ul style="list-style-type: none">• Gather detailed information about business practices to build fee schedules, document codes, reports, etc.• Analyze networking environment• Set up project management portal• Write, test, and debug conversion/upload programs
2. Data and Image Conversion	<ul style="list-style-type: none">• Meet with City staff to review results• Upload data to new system• Configure all necessary hardware
3. Installation	<ul style="list-style-type: none">• Install and configure software• Upload any remaining unconverted data
4. Training	<ul style="list-style-type: none">• Assign lead trainer to project• Develop custom training program• Provide extensive on-site training to designated personnel
5. Implementation ("Go Live")	<ul style="list-style-type: none">• Scheduled after all hardware and software are tested, converted data is uploaded, and staff has successfully completed training• IQS staff remain on site to provide technical and training support as needed

Most implementations of this scope take 90 days to complete.

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1. Site Preparation

The main objectives during this phase are to gather detailed information regarding the City Clerk's business processes, analyze the networking environment that the system will interact with, and determine system hardware placement.

During this phase, IQS system staff will be meeting with the City Clerk's office to gather information necessary to prepare the system's reference tables. This information will be used to build fee schedules, document codes, reports, etc.

We will also be meeting with City IT to determine the level of involvement needed. Typically, involvement is limited to the provision of data from the legacy system, any network settings, and system access if applicable.

IQS can set up a project management portal to keep project stakeholders up-to-date throughout the process.

2. Data and Image Conversion

IQS has developed numerous auditing and validation procedures to ensure an accurate and complete data conversion process. Our expert team members have overseen the conversion of millions of index lines and images.

IQS will write, test, and debug any necessary conversion programs. We will meet on a regular basis with City staff to review the results of the data conversion process prior to uploading to the new system.

We take complete responsibility for the conversion process. The City should not expect to have to do any extensive corrections of the converted data. IQS regards converted data that requires extensive corrections by City staff an unacceptable outcome.

3. Installation

During this phase, software is installed and configured for each workstation and server. All hardware and software are tested.

Usernames, passwords, permissions, and other accessibility measures are finalized. Any remaining unconverted data is uploaded to the system at this time. This generally occurs the weekend before going live with the new system.

4. Training

A Lead Trainer will be assigned to the project and a custom training program will be developed based upon the results of the site assessment.

As part of the agreement, IQS provides unlimited on-site support and training. Extensive training will be provided in all areas of system use, maintenance, and hardware. IQS will provide on-site training to City staff, IT, and other personnel designated by the City Clerk. Sessions can also be conducted for abstractors and public users. Learning will be reinforced by hands-on use of the test database which is populated with converted data.

IQS recognizes that no two offices are alike. Therefore, we constantly monitor training progress and adjust the duration and number of sessions according to user progress. Our training supervisor will communicate frequently with the City Clerk to discuss progress and assess future training needs, especially during the first month of system implementation.

Furthermore, IQS training staff will be on-site during the first week of system launch to assist staff as needed. Training will continue as the situation warrants. It is our practice to provide training as long as it is needed instead of providing an arbitrary number of training hours.

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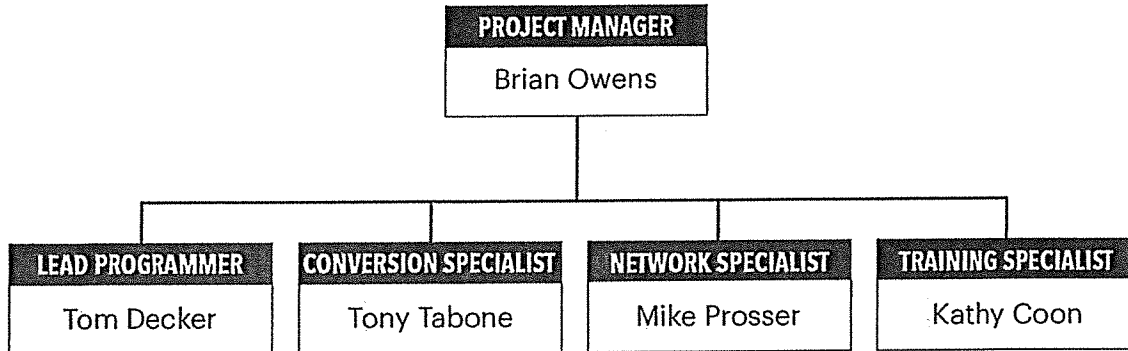
5. Implementation ("Go Live")

This phase is scheduled once all aspects of the system hardware and software have been tested, the converted data is uploaded to the system, and staff has successfully completed training.

IQS programming, training, and networking staff will be available on-site minimally for the first week to provide technical and training support as needed.

Toward the end of the first week, the IQS Project Manager will meet with the City Clerk to discuss any system implementation issues that arise and determine which IQS personnel are required to remain on-site. A plan will also be developed to address any outstanding system or staff issues.

B. Project Team



Brian Owens, Project Manager

Brian has over 10 years of experience in the records management industry. He has overseen countless projects which meet or exceed the scope of the project contained in this RFP.

Tom Decker, Lead Programmer

Tom is the lead developer of the proposed solution. He has extensive experience working with a variety of database technologies and programming languages. He is also an expert in data conversion, overseeing the conversion of millions of index lines and images.

Tony Tabone, Conversion Specialist

Tony has over 25 years of experience in the Land Records industry. He has successfully completed numerous conversions, including several systems of the type in use by the City.

Mike Prosser, Network Specialist

Mike has an expertise in networking, hardware, and data storage/transfer technologies. He has successfully managed multiple transfers of land records data to their host servers. He has also been involved in staging and implementing indexing and imaging systems.

Kathy Coon, Application Training Specialist

Kathy not only has extensive experience training in this area, but she also possesses a thorough understanding of land records gained from over 30 years of experience working in a County Clerk's office. The combination of her practical and training expertise makes her a highly effective trainer, as she can understand applications from both the user and trainer perspectives.

IQS does not outsource or subcontract any project.

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VI. Ongoing Services

A. Training and Support

Unlimited training and support are included for the duration of the contract. This includes both remote and on-site methods, depending on the situation.

IQS provides email and toll-free telephone support Monday through Friday from 8:00 AM to 5:00 PM EST.

Our support procedure is as follows:

1. Call or email is received by technical support personnel
2. Severity level is determined
3. Support specialist responds within required time frame
4. Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within 1 hour.

B. Software Updates

Our philosophy is that software is never done. As a result, feature updates and enhancements are provided at no additional charge during the contract.

Historically, major updates have been delivered every six months. This occurs primarily through a VPN connection during non-business hours.

Our modular design provides users with ultimate flexibility. Although all customers receive the upgrades, features may be enabled or disabled based upon customer preference.

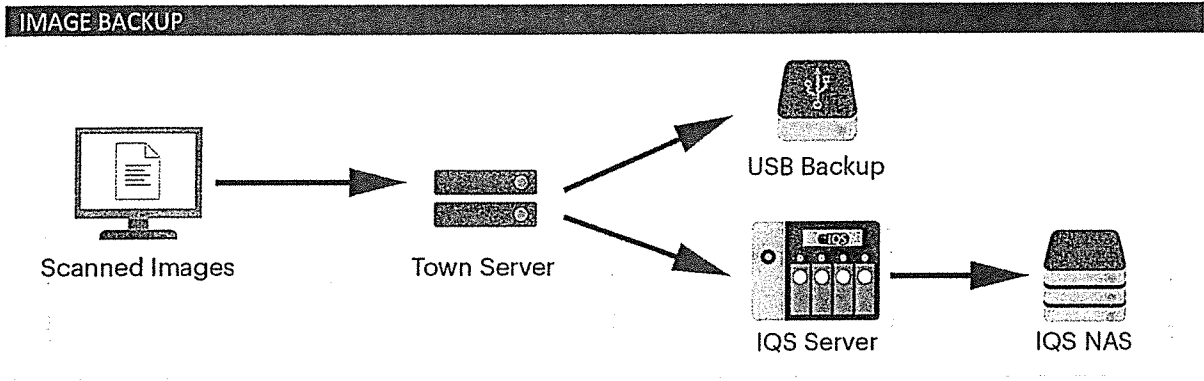
Since IQS maintains all customers on the current version of the software, there are no end-of-life cycle issues.

IQS utilizes several methods to keep customers current with any system changes or updates including user group meetings, our website, webinars, and email. When updates become available, IQS will contact the City Clerk to determine the best method to deliver the update or change. Updates could be delivered either remotely or on-site.

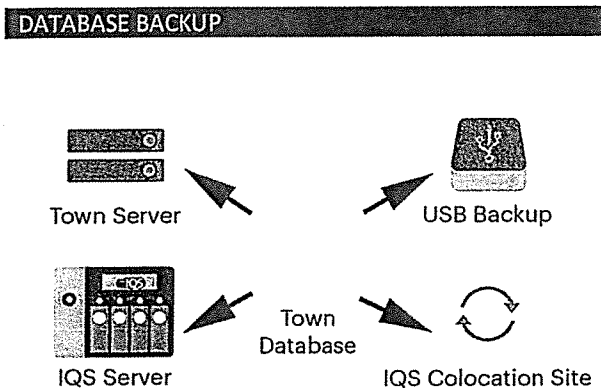
8i

C. File Backup and Disaster Recovery

IQS has stringent backup policies in place to ensure the safety and security of the City's data.



Images are immediately backed up to a USB backup drive on the server as they are scanned. They are simultaneously pushed across the internet to our FTP site. Once a day, those images are backed up from our storage server over to our NAS. IQS verifies that all files are accounted for at the end of each month.



IQS runs scripts that securely transmit the database over an encrypted VPN tunnel to our servers. There is also a copy that gets transferred over to an external hard drive at the client facility, a copy on the City server, and a copy at the IQS colocation site.

Our customers are not dependent upon IQS to run on a day-to-day basis. All processing is done at the client site. IQS maintains redundant fiber optic lines as well as a gas-powered backup generator.

In the event of a system failure, IQS would provide remote access to the database while restoring local hardware and software.

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VII. References

IQS provides records management services for 36 cities and towns in Connecticut. We would be pleased to set up a time to review software features at the City's convenience.

Windham County Customers

CLERK'S OFFICE	CONTACT
Canterbury, CT July 2011-Present	Natalie Ellston, Town Clerk Phone: (860) 546-9377 nellston@canterburyct.org
Killingly, CT April 2012-Present	Elizabeth Wilson, Town Clerk Phone: (860) 779-5308 lwilson@killinglyct.org
Plainfield, CT January 2011-Present	Barbi Gardiner, Town Clerk Phone: (860) 230-3010 bgardiner@plainfieldct.org
Thompson, CT March 2018-Present	Renee Waldron, Town Clerk Phone: (860) 923-9900 townclerk@thompsonct.org
Windham, CT November 2011-Present	Patricia Spruance, Town Clerk Phone: (860) 465-3013 pspruance@windhamct.com
Woodstock, CT November 2011-Present	Judy Walberg, Town Clerk Phone: (860) 928-6595 x320 townclerk@woodstockct.gov

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Other Connecticut Customers

CLERK'S OFFICE	CONTACT
Beacon Falls, CT March 2018-Present	Len Greene Sr., Town Clerk Phone: (203) 729-8254 lgreene@townofbeaconfalls.com
Cheshire, CT August 2018-Present	Laura Brennan, Town Clerk Phone: (203) 271-6601 lbrennan@cheshirect.org
Colchester, CT May 2019-Present	Gayle Furman, Town Clerk Phone: (860) 537-7217 townclerk@colchesterct.gov
Colebrook, CT May 2012-Present	Debra McKeon, Town Clerk Phone: (860) 379-3359 x213 dmckeon@colebrooktownhall.org
Cornwall, CT July 2014-Present	Vera Dinneen, Town Clerk Phone: (860) 672-2709 cwltownclerk@optonline.net
Coventry, CT October 2011-Present	Lori Tollmann, Town Clerk Phone: (860) 742-7966 ltollmann@coventryct.org
Durham, CT August 2017-Present	Kim Garvis, Town Clerk Phone: (860) 349-3453 kgarvis@townofdurhamct.org
East Hampton, CT March 2020-Present	Kelly Bilodeau, Town Clerk Phone: (860) 267-2519 kbilodeau@easthamptonct.gov
East Haven, CT August 2020-Present	Stacy Gravino, Town Clerk Phone: (203) 468-3201 sgravino@townofeasthavenct.org
Fairfield, CT January 2016-Present	Betsy Browne, Town Clerk Phone: (203) 256-3090 bbrowne@town.fairfield.ct.us
Hartford, CT February 2018-Present	Noel McGregor, Jr., Town and City Clerk Phone: (860) 757-9750 noel.mcgregor@hartford.gov

Kent, CT
December 2015-Present

Darlene Brady, Town Clerk
Phone: (860) 927-3433
townclerk@townofkentct.org

New Haven, CT
July 2013-Present

Michael Smart, City Clerk
Phone: (203) 946-8349
msmart@newhavenct.gov

Newtown, CT
February 2020-Present

Debbie Aurelia Halstead, Town Clerk
Phone: (203) 270-4210
debbie.halstead@newtown-ct.gov

Norfolk, CT
September 2015-Present

Linda Perkins, Town Clerk
Phone: (860) 542-5679
nfkclerk@snet.net

Orange, CT
July 2019-Present

Patrick O'Sullivan, Town Clerk
Phone: (203) 891-2122
posullivan@orange-ct.gov

Redding, CT
May 2017-Present

Michele Grande, Town Clerk
Phone: (203) 938-2377
townclerk@townofreddingct.org

Ridgefield, CT
February 2019-Present

Wendy Gannon Lionetti, Town Clerk
Phone: (203) 431-2783
townclerk@ridgefieldct.org

Rocky Hill, CT
July 2020-Present

Sandra Merrill Wieleba, Town Clerk
Phone: (860) 258-2705
townclerk@rockyhillct.org

Salisbury, CT
May 2012-Present

Patricia Williams, Town Clerk
Phone: (860) 435-5182
pwilliams@salisburyct.us

Sharon, CT
June 2012-Present

Linda Amerighi, Town Clerk
Phone: (860) 364-5224
sharontownclerk@yahoo.com

Shelton, CT
July 2017-Present

Margaret Domorod, City/Town Clerk
Phone: (203) 924-1555 x1503
m.domorod@cityofshelton.org

Stratford, CT
December 2017-Present

Susan Pawluk, Town Clerk
Phone: (203) 385-4020
spawluk@townofstratford.com

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Torrington, CT
April 2008-Present

Carol Anderson, City and Town Clerk
Phone: (860) 489-2241
carol_anderson@torringtonct.org

Warren, CT
September 2014-Present

Joanne Tiedmann, Town Clerk
Phone: (860) 868-7881 x101
townclerk@warrenct.org

Waterbury, CT
September 2011-Present

Antoinette Spinelli, Town Clerk
Phone: (203) 574-6806
townclerk@waterburyct.us

Westbrook, CT
July 2016-Present

Joan Angelini, Town Clerk
Phone: (860) 399-3044 x1118
jangelini@westbrookct.us

West Haven, CT
October 2013-Present

Patricia Horvath, City Clerk
Phone: (203) 937-3534
phorvath@westhaven-ct.gov

Windsor, CT
November 2011-Present

Anna Posniak, Town Clerk
Phone: (860) 285-1902
townclerk@townofwindsorct.com

Woodbury, CT
May 2019-Present

Linda Carlson, Town Clerk
Phone: (203) 263-2144
lindac@woodburyct.org

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VIII. Pricing

1. Solution Application Software and Licenses (up to 10 licenses)

- Solution recording software and departmental licenses to include land, plans, dog licensing, vitals
- Solution enhancements and upgrades
- Software or reporting changes required by state or federal legislation
- Custom report writing
- All software licenses including database, server, workstation

2. Professional Services

- Data conversion
- Site preparation visits
- Staging, installation, and configuration of all software
- Unlimited software training and support
- Offsite backup/disaster recovery
- Hardware integration and configuration

3. Hardware

- Hardware will be provided by the City

ITEM	PRICE
Items 1 and 2 above	\$2,800/month
Image to microfilm	\$0.06/image
Film Storage	\$1.40/roll/year
Index Audit	\$1.10/document

Name of Responding Vendor: Info Quick Solutions, Inc.

Address of Responding Vendor: 7460 Morgan Rd. Liverpool, NY 13090

Name of Authorized Agent: Brian Owens, Vice President of Sales

Signature: _____

Date: 9/2/21

Term is 60 Months

Pricing is good for 90 Days

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SCHEDULE B
REQUIRED INSURANCE

Insurance Requirements: Contractor shall maintain insurance from companies licensed to write business in Connecticut, with an A.M. Best rating of no less than A VII or higher, and acceptable to the City of Milford, of the kinds and minimum amounts specified below:

1. **Certificates and Notice of Cancellation.** Prior to the signing of the contract, Contractor shall furnish City with certificates of all insurance required below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete. Certificates shall indicate the type, amount, and class of operations covered, effective date and expiration date of all policies. Required insurance shall be maintained for a period of no less than two (2) years, unless a longer period is required by this Contract, after final payment. An additional certificate(s) evidencing such coverage(s) shall be provided to the City thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

The Certificates of Insurance shall name the City of Milford, its officers, officials, agents and employees as additional insureds, and shall be further evidenced by an actual endorsement furnished to the City from the insurer prior to the signing of the contract between the Contractor and the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Milford, its officers, officials, agents or employees.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

2. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City. At the option of the City, the Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions. Contractor shall be responsible for payoff of all deductibles and SIRs.

3. **Workers Compensation Insurance.** Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under Connecticut Workers Compensation Law.

4. **Commercial General Liability.** Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits applicable to claims due to bodily injury and/or property damage. The City of Milford, its officers, officials, agents and employees shall be named as an additional insured under this policy on a primary/non-contributory basis.

5. **Automobile Liability Insurance.** Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits applicable to claims due to bodily injury and/or property damage.

6. The following insurance coverages shall apply if checked:

Professional Liability Insurance. Professional Liability or Errors and Omissions Liability Insurance appropriate to the profession shall be maintained in force for the duration of the contract. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of services as defined by contract. Coverage shall be written to limits of not less than \$5,000,000 per loss. If coverage is on a claims-made basis, Bidder warrants that any retroactive date applicable to coverage

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under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the contract is complete

- Builder's Risk Insurance.** Builder's Risk Insurance in the amount of Contract Sum, plus value of subsequent Contract modifications and cost of contractor's labor, materials and equipment, comprising total value of entire Project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk Insurance shall be maintained, unless otherwise agreed in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents, or until no person and entity has an insurable interest in the property to be covered, whichever is later. Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitations, insurance against the perils of fire (with extended coverage) and physical loss or damage, including but not limited to theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, test and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the City's and Contractor's services and expenses as a result of such insured loss.

- Contractor's Pollution Liability.** Contractor shall maintain Contractor's Pollution Liability covering losses caused by pollution incidents that arise from the operations of the Contractor under the scope of services. Pollution liability coverage shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically insured, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$5,000,000 per claim, with an annual aggregate of at least \$5,000,000. Pollution Liability coverage shall include as an additional insured the City of Milford, its officers, officials, agents and employees. If Pollution Liability coverage is written on a claims-made basis, any retroactive date applicable to coverage under the policy precedes the effective date of the contract, and continuous coverage must be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning from the time that work under the contract is complete.

7. **Excess/Umbrella Liability-** Contractor shall maintain Excess or Umbrella Liability Insurance with a limit of not less than \$5,000,000, overlaying the coverage under all lines of insurance required by this Contract.


8. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the Contractor shall be responsible for assuring that all subcontractors are properly insured.

9. **Waiver of Subrogation.** Insurance policies, purchased as required above, shall be endorsed with a waiver of subrogation in favor of the City of Milford, its officers, officials, agents and employees.

10. The City reserves the right, in its sole discretion, to require higher limits of insurance coverage.

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Sample for reference purposes only:

 CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/21/2014																																																																							
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>																																																																									
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in favor of such endorsement(s).</p>																																																																									
PRODUCER ABC Insurance Company 123 Main Street Milford, CT 06460	CONTACT John Smith 789 Main St. Milford, CT 06460 TEL: 203-777-5510 FAX: 203-888-1188	INSURER(S) AFFORDED COVERAGE INSURER A: Transfers Charter Oak Fire Ins. 25515 INSURER B: Transfers Property Casualty Co. 41483 INSURER C: Transfers Commercial Casualty Company INSURER D: INSURER E:																																																																							
INSURED XYZ Contracting, LLC 789 Center Street New Haven, CT 06510	CERTIFICATE NUMBER: DTC02540R040DF10																																																																								
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<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																																																																									
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BODILY INJURY (Per Person)	\$																																																																								
PROPERTY DAMAGE (Per Occurrence)	\$																																																																								
EACH OCCURRENCE	\$ 5,000,000																																																																								
AGGREGATE	\$ 5,000,000																																																																								
AS STATE	OTHER																																																																								
EL. EACH ACCIDENT	\$ 1,000,000																																																																								
EL. DISEASE - EA EMPLOYER	\$ 1,000,000																																																																								
EL. DISEASE - POLICY LIMIT	\$ 1,000,000																																																																								
Pollution Liability	\$5,000,000																																																																								
Professional Liability	\$ (Per Bid)																																																																								
Builder's Risk	\$ (Total Project Val.)																																																																								
<p>DESCRIPTION OF OPERATIONS: VEHICLES (ADDITIONAL LIMITS-See schedule of coverages required) City of Milford, its Governing Board, Officers, Agents and Employees and all other parties as required by contract are named as additional insured on a primary, non-contributory basis. Waiver of subrogation applies in favor of the City of Milford and all other required parties.</p>																																																																									
<p>(Attach ISO Additional Insurance Endorsement CG 20 10 11 65 or CG 2010 (10/83) and CG 2037 or CG 2033 and CG 2037 of an endorsement providing equivalent coverage for the additional insureds).</p>																																																																									
CERTIFICATE HOLDER City of Milford 70 West River Street Milford, CT 06460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																																																																								

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ACORD 25 (2010/05)

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Jeremy Grant
City of Milford
70 West River St.
Milford, CT 06460

January 20, 2022

Dear Jeremy Grant,

I am pleased to inform you that your grant proposal entitled "Milford's Arboretum Inventory and Community Engagement" has been selected for the America the Beautiful grant program! The award will be finalized pending completion of the required paperwork with DEEP.

Your grant proposal was reviewed by a panel of five experts from Department of Energy and Environmental Protection. Each panelist reviewed and scored grant proposals independently and then in a follow-up meeting, panelists discussed proposals and came to a consensus on which proposals to fund. The members of the review panel have also offered some suggestions and ideas for future work below.

Some aspects of your proposal that the review panel agreed were very strong:

- The connection between the data collected through this proposal and future management is very clear.
- Community input and involvement is incorporated throughout this project.

Some suggestions for future work or improvements include:

- Value of a volunteer hour is \$28.54 according to Independent Sector and not \$33.28 as noted in your budget – this would reduce the match in your budget by \$1,896. This is not an issue since you've substantially overmatched the amount requested but is something to keep in mind for final reporting.
- Consider working with a CT certified arborist (not just ISA certified).

As you begin your project planning and implementation in the coming months please keep me in the loop, I am happy to assist in any way I can!

Sincerely,

Danica Doroski
Urban Forestry Coordinator
Division of Forestry
Bureau of Natural Resources
Connecticut Department of Energy and Environmental Protection
79 Elm Street, Hartford, CT 06106-5127
P: 860.424.3814 | C: 860.500.0152 | E: danica.doroski@ct.gov

Milford's Arboretum Inventory and Community Engagement

City of Milford

1. Project Goals and Description**a. Background and Project Goals**

Milford's Legacy Arboretum is a garden of trees, a collection of interesting and beautiful specimens. During the early 2000's the Milford Tree Commission partnered with Milford Trees Inc., a 501c (3) nonprofit beautifying the downtown center of Milford. The result was an approximately 36-acre arboretum spread over six parcels joined by sidewalks, streets, and bike paths. These arboretum areas are central to popular events drawing tens of thousands to people to our downtown every year. All these locations are within a .5-mile radius which allows visitors to easily enjoy each naturally beautiful area.

A volunteer tree inventory was completed of the arboretum but shortly after, three major storm events from Irene, Sandy, and Isaias had a significant impacted on our urban trees. These three storms along with natural disease and invasive insects caused major havoc on the trees throughout the city. As a result, this out-of-date inventory no longer accurately represents the current trees within the arboretum.

The main goal of this project is to have a licensed arborist perform a tree inventory, health, and risk assessment of the approximately 650 trees within the urban arboretum. This assessment will provide us with the tools needed to ensure the long-term wellbeing and viability of these important young and mature urban trees. Milford's goal is to provide a safe, equitable, and beautiful downtown for everyone in the community. Our goal is to share the tree inventory and ecosystem benefits with the community inspiring people to engage in their natural environment. Additionally, we will teach volunteers proper tree maintenance and mulching protecting the mature trees within the arboretum. We want people to be engaged, learn, and utilize these beautiful open space areas.

b. Project Location/Methods/Materials

The City of Milford is home to approximately fifty-four thousand residents and the latest census data shows that Milford is becoming a more diverse community. Milford's legacy arboretum is within walking distance of our community library, senior center, middle school, high school, and government assisted affordable housing. Shops, apartments, homes, and restaurants line the sides of our arboretum. It is comprised of six areas within the heart of our downtown creating a vibrant community center. The arboretum is steps away from the Metro-North train and harbor making it accessible by foot, bike, car, train, and boat. This active arboretum is used as the venue for hundreds of events held throughout the year including the famous Milford Oyster Festival.

A licensed Tree Risk Assessment (TRAQ) certified arborist will perform a tree inventory and health assessment of the approximately 650 trees within the arboretum. They will perform a visual inspection to determine the tree species getting the common and Latin names. A measuring tape will be used to determine the diameter at breast height (DBH), binoculars, and a sounding hammer to determine the condition of the tree and risk that it poses to the community. Determining the health and risk is important because the arboretum is used by tens of thousands of people a year. All the tree data will be entered into the GIS-based tree-collection software PlanIT Geo™, <https://planitgeo.com/>.

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c. Final Products

Two main products will be generated by this grant, a detailed GIS based health inventory assessment and a public facing GIS based Community Engagement Map.

The assessment will include:

- Tree species and size (DBH)
- An ISA certified tree risk assessment with condition report
- Maintenance recommendations for trees likely to be removed within 2 years
- Maintenance recommendations for trees likely to be removed after 2 years
- Ecological and public benefits of each individual tree
- Benefits of the overall ecosystem

This information will be available on a GIS based website with the ability to output raw data to use with future data-driven management. Additionally, a mobile friendly Community Engagement Map will be available to the public. This easily accessible, intuitive, and interesting website will allow people to see the information that is important to them such as the tree species, health status, and most importantly the eco benefits of both the individual trees and the entire collection of trees. Everyone will also be able to see the carbon stored, sequestered, air quality, energy savings, along with the pollutants removed from the community.

In addition to the inventory, volunteers along with the Tree Commission, Tree Warden, and Department of Public Works will protect the trees within the arboretum by creating mulch rings around the base of approximately 200 trees. This educational component can then be used by the volunteers at home to help promote the management of the existing urban canopy within the City of Milford.

2. Statement of Future Goals Statement

Milford is dedicated to preserving and increasing our urban forestry. Urban trees and green spaces increase public health, reduce air pollution, conserve water, save energy, and overall provide an improved quality of life. The legacy arboretum is located within the busy downtown business corridor. This is the center of the Transit-Oriented District that is currently being redeveloped into a more walkable community. Over 200 new residential units are being built along the arboretum which highlights the need for a tree health assessment and inventory. This grant will allow us to use all the data gathered from licensed arborists to ensure the future health of the existing mature trees that will be enjoyed by even more people in the years to come.

Our Tree Warden and Tree Commission will use the condition, risk, and maintenance recommendations from the licensed arborist to develop data-driven long-term plans and prepare for future municipal budgets. It will also allow us to maintain diversity within the arboretum with future trees plantings which provide greater benefits to the native wildlife and ecosystem. The tree health and risk assessments provide data for our Tree Warden and Tree Commission to ensure the survival of existing mature trees.

Community outreach is an important part of creating the tree inventory. The online public facing GIS based Community Engagement Map will allow us to share the tree benefits with our community. This website will be available at all times for the community to enjoy. The full arboretum inventory will also allow for guided tree walks to promote nature and the environment. Our Tree Commission is planning to hold regular tree walks to share the beauty of our trees and ecosystem benefits. A future goal of Milford's Sustainability department is to use the data collected to create an interactive ArcGIS StoryMap for the public that highlights interesting ecology. This will be used in conjunction with the Community Engagement Map for educational and promotional purposes.

We are proud to be recognized as a Sustainable CT (SCT) certified municipality at the highest level of Silver. Milford has been certified since the inaugural year and is currently working on our recertification. This tree inventory and health assessment will align perfectly with SCT's Well-Stewarded Land and Natural Resources category to help us achieve the recertification. This grant will also help us achieve one of the standards for becoming a recognized Tree City USA.

3. Statement of Community Impact and Involvement

Milford's downtown arboretum is the heart of our community. These centrally located parks attract more than just Milford residents. Visitors from far and wide visit historic downtown Milford coming by trains, cars, and boats. The pandemic has brought more people outside than ever before and hundreds of people have been using the arboretum daily for gatherings with friends, picnicking with family, eating takeout from the many walkable restaurants, going for a stroll, or simply reading a book on a quiet bench. A healthy arboretum provides natural beauty and creates an inviting space for the community to enjoy.

Connecting the community to our arboretum has been an ongoing goal of the Milford Tree Commission and the Milford Trees, Inc. Volunteer groups will be taught proper tree care and mulching. They will use those skills to create protective mulch around the arboretum trees on the historic downtown green. These skills will be brought home by the volunteers to help maintain the trees in their yards. The Tree Commission will also provide guided tree walks of the arboretum. The community will be able to learn more about the trees and their ecosystem benefits 24/7, 365 days a year on the online Community Engagement Map.

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America the Beautiful Grant Program

The Connecticut Department of Energy and Environmental Protection (DEEP) is requesting proposals for America the Beautiful grant program. The grant application process is open to 501(c)3 non-profits and municipalities. The funding allocation for the grants will be \$1,000 – \$20,000 over a two-year project timeframe. Applications will be accepted until the proposal deadline of December 3, 2021 and awards will be announced early January 2022. Awards will be administered through the Connecticut Department of Energy and Environmental Protection.

Background and Introduction

The America the Beautiful (ATB) grant program is administered by the DEEP Division of Forestry and made possible through funding provided by the USDA Forest Service. In previous years, the ATB grant program has funded urban and community forestry projects, such as tree planting and maintenance, management of urban woodlands, workforce development trainings, and development of educational programming. This year, the ATB grant program will prioritize projects that will contribute to long-term urban forestry planning, such as tree inventories and urban and community forestry management plans. Such planning projects align with objectives set in the **Governor's Council on Climate Change (GC3) Phase 1 Report** and in the **DEEP Division of Forestry 2020 Forest Action Plan** to increase our understanding of baseline urban forest conditions. Other on-the-ground urban forestry projects (i.e., tree planting, woodland management) will be considered for the ATB grant program but may be better suited to other state-wide grant programs. See an overview of these grants [here](#).

Purpose of the Grant Program

Identifying and implementing successful urban and community forestry projects depends on a comprehensive understanding of current conditions. To that end, the America the Beautiful Grant program offers funding for municipalities and 501(c)3 organizations to pursue planning projects in urban forestry. These projects may include, but are not limited to, conducting inventories of street and/or park trees, creating urban and community forest management plans, developing monitoring programs to document tree condition, evaluations of local urban tree cover, and surveys of urban woodlands and natural areas. Funds can be used to generate new materials and resources or to update existing ones, such as previous inventories or out-of-date management plans. All applicants will need to articulate how such projects will be used to promote data-driven forest management in their respective cities in the future.

If you are unsure of what an urban and community forestry planning project might look like in your city, take some time to look at examples of projects that have been done here in Connecticut and throughout the US.

- [New Haven, CT Street Tree Inventory](#)
- [Hartford, CT Tree Canopy Action Plan](#)
- [Austin, TX Urban Forestry and Natural Area Management Guidelines](#)

8j

- [Arcata, CA Community Forestry Management Plan \(Draft\)](#)
- [Stratford, CT Town Forest Management Plan](#)
- [Williston, VT Community Forestry Plan](#)

You may also find these resources specifically on tree inventories and management plans helpful. If you are interested in pursuing a project on town forest or other publicly accessible woodland but are unsure of what management might look like, consider contacting your regional service forester for advising prior to preparing an application.

Contact Information

To learn more about the ATB grant program or the Urban Forestry Program in Connecticut, contact:

Danica Doroski, Urban Forestry Coordinator
Department of Energy and Environmental Protection
79 Elm St. Hartford, CT 06106
danica.doroski@ct.gov
860-500-0152

Specific Conditions and Requirements

- All grant recipients must either be a municipality or a 501(c)3 non-profit organization, as designated by the IRS.
- Projects must be completed within the time frame determined through the project agreement.
- The maximum amount awarded for each grant will be \$20,000.
- In most cases, the ATB grants are reimbursement grants. This means that payment for the granted activity will occur after the grant project has been completed and final outputs have been submitted and approved by DEEP. Proof that payments have been made must be submitted before reimbursement will occur.
- It is a requirement for reimbursement that all expenditures are to be matched 50:50. This match may be a financial match, done through the expenditure of additional funds, or it may be achieved by in-kind contributions of goods or services donated by grant partners or a combination of both. You may use current reasonable rates (i.e., the value of a professional consultant's time based upon the consultant's standard hourly rate of pay) when estimating the value of volunteer time or services. Documentation of match must be provided.
- All publications or press releases shall reference the role that USDA Forest Service funding and DEEP Division of Forestry assistance has played in this project. Similarly, the USDA Forest Service and DEEP Division of Forestry shall be mentioned on any markers put in place in association with a project.

8j

- All products associated with ATB projects will be shared with DEEP and made publicly accessible on a statewide urban forestry data portal. For forest management plans, this means recipients must upload a final polished management plan. For inventories or other surveys, this means participants will upload all relevant data files. All data must be cleaned, organized, and checked for errors.
- At the conclusion of the grant program, DEEP will publicize accomplishments of the grant program.

The Application Process

Applications are due by December 3, 2021 at 5:00 PM and recipients will be notified of their awards by early-January 2022. Approved projects must be completed by November 2023. You can access the application [here](#).

Applications will be reviewed and scored based on the following point system:

- Project Goals and Description (15 pts.)
- Future Management Goals (15 pts.)
- Community Impact and Involvement (10 pts.)

8k

**RESOLUTION RE: CASH ADVANCE FOR
AMERICA THE BEAUTIFUL – MILFORD'S ARBORETUM
INVENTORY AND COMMUNITY ENGAGEMENT GRANT**

WHEREAS, the Board of Aldermen has authorized the acceptance of the America the Beautiful – Milford's Arboretum Inventory and Community Engagement Grant in the amount of \$14,400 from the State of Connecticut, Department of Energy & Environmental Protection; and

WHEREAS, it is in the best interest of the City to immediately proceed with the purpose of the such grant; and

WHEREAS, it is desirable that cash in the said amount be advanced from the General Fund in anticipation of receipt of said funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford as follows:

1) Pursuant to notice that the State of Connecticut, Department of Energy & Environmental Protection has selected the City of Milford as a recipient of the America the Beautiful – Milford's Arboretum Inventory and Community Engagement Grant, the Director of Finance is hereby authorized to advance cash from the General Fund in an amount not to exceed \$14,400;

2) Repayment to the General Fund shall be made immediately upon receipt of the America the Beautiful – Milford's Arboretum Inventory and Community Engagement Grant funding.

3) The Finance Director is authorized and directed to establish an appropriate account to be used to pay for the expenditures and to deposit revenues related to the aforementioned grant.

**RESOLUTION RE: MILFORD BOARD OF EDUCATION - CONCERNING THE
ROOF REPLACEMENT PROJECT AT JOSEPH A. FORAN HIGH SCHOOL -
2022**

WHEREAS, the State Board of Education requires Aldermanic approval in order for the City to qualify for state grant commitment; and

WHEREAS, the City of Milford has approved the establishment of the five year Capital Improvement Program for 2022 through 2026 to finance various capital projects for the Milford Public Schools; and

WHEREAS, it has been determined that there is a need for a Roof Replacement at Joseph A. Foran High School; and

WHEREAS, the Board of Aldermen has created the Permanent School Facilities Building Committee to attend to the capital maintenance and improvement needs of Milford Public Schools;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the Board of Aldermen of the City of Milford authorizes the Milford Board of Education and/or the Superintendent of Schools to apply to the Commissioner of Education and/or the Commissioner of the Department of Administrative Services to accept or reject a grant for the Roof Replacement Project at Joseph A. Foran High School; and
2. That the Permanent School Facilities Building Committee is hereby established as the building committee with regard to the Roof Replacement Project at Joseph A. Foran High School; and
3. That the Board of Aldermen of the City of Milford hereby authorizes at least the preparation of schematic drawings and outline specifications for the Roof Replacement Project at Joseph A. Foran High School; and
4. That the Director of Finance of the City of Milford will account for the expenditures of all funds provided for hereunder, and upon receipt of the State grant funds, said funds will be allocated and accounted for within the Project Budget.

8m

**RESOLUTION RE: CASH ADVANCE FOR
DESIGN AND CONSTRUCTION OF SANITARY SEWERS
AND WASTE WATER FACILITIES – 2022**

WHEREAS, this Board has adopted an ordinance for the appropriation and bonding of \$3,811,500 for the design and construction of sanitary sewers and waste water facilities and authorizing the issuance of \$3,811,500 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowing for such purpose; and

WHEREAS, the issuance of bonds or sale of BANS should be timed so as to minimize costs; and

WHEREAS, the projects should go forward expeditiously.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford as follows:

1. That the Finance Director be authorized to advance from the General Fund a sum not to exceed \$3,811,500 to fund the expenditures for the related costs of the aforementioned design and construction of sanitary sewers in the City of Milford.
2. That monies received from the issuance of bond anticipation notes or bonds, whichever shall apply, be immediately applied to repay the General Fund.

8m

SEWER/WASTEWATER

1. Rogers Avenue Sanitary Pump Station Upgrade

Proposed upgrades will replace the pumps and controls, channel grinders, stand-by generator and buried fuel oil tank.

Project: Design, Materials, Construction, Construction Admin, etc. \$3,630,000

• Financing \$181,500

Total: \$3,811,500

SUMMARY: SEWER/WASTEWATER

Rogers Avenue Sanitary Pump Station Upgrade \$3,811,500

Grand Total: \$3,811,500

8m

FY2022-2026 PROJECT PROPOSAL	CP 1	Department Sewer Commission
		Funding Capital Improvement Program
Rogers Avenue Sanitary Pump Station Upgrade		Project Cost \$ 3,630,000

Project Description

Proposed upgrades will replace the pumps and controls, channel grinders, stand-by generator and buried fuel oil tank.

Justification

Upgrade to this pump station was originally planned for 2012, but was postponed for funding. The station received approximately 10% of the City's wastewater and serves the Milford Center Area. The existing comminutor is in poor condition and is frequently out of service. This exposes the station's wastewater pumps to clogging or damage from large debris, rags, and grease. Upgrade will also be made to protect against flooding during storm events.

Performance Measures

Plan Reference

8n

**RESOLUTION RE: CASH ADVANCE FOR
VARIOUS PUBLIC IMPROVEMENTS – 2022**

WHEREAS, this Board has adopted an ordinance for the appropriation and bonding of \$6,006,000 for various public improvements and authorizing the issuance of \$6,006,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowing for such purpose; and

WHEREAS, the issuance of bonds or sale of BANS should be timed so as to minimize costs; and

WHEREAS, the projects should go forward expeditiously.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford as follows:

1. That the Finance Director be authorized to advance from the General Fund a sum not to exceed \$6,006,000 to fund the expenditures for the related costs of the aforementioned public improvements in the City of Milford.
2. That monies received from the issuance of bond anticipation notes or bonds, whichever shall apply, be immediately applied to repay the General Fund.

GENERAL MUNICIPAL

8n

1. Annual Citywide Road, Parking Lot, Sidewalk & Curb Repaving

Repaving of roads and necessary lots, curb and sidewalk repairs each year.

- Project: Materials, Construction, Construction Admin, etc. \$3,000,000
- Financing \$150,000

Total: \$3,150,000

2. Various City Building Maintenance Improvements

Building Repairs, Renovations, Roof Replacements, Code Compliance, Security Enhancements, Renovations, and Mechanical Upgrades city-wide including Margaret Eagan, Public Works, and Fowler.

- Project: Design, Materials, Construction, etc. \$1,500,000
- Financing \$75,000

Total: \$1,575,000

3. Various Erosion and Flood Control Projects

Citywide drainage and flood mitigation study/design. Repair/replacement of compromised drainage systems city-wide, as well as erosion control and improvements to the resiliency of coastal infrastructure.

- Project: Design, Materials, Construction, etc. \$500,000
- Financing \$25,000

Total: \$525,000

4. Automated Recycling/Solid Waste Vehicles

Refuse/Recycling Packer Truck with Hydraulic Lifters
Qty: 2 @ \$360,000 each

- Financing \$36,000

Total: \$756,000

SUMMARY: GENERAL MUNICIPAL

1. Citywide Road, Sidewalk & Curb	\$3,150,000
2. Various Building Maintenance Improvements	\$1,575,000
4. Various Erosion and Flood Control Projects	\$525,000
5. Automated Recycling/Solid Waste Vehicles	\$756,000
Grand Total:	\$6,006,000

8n

CP 1

Project

Title City Road, Sidewalk and Curb Reconstruction 10 miles per year +/-

Funding Capital Improvement Program

Project Cost \$ 10,000,000

Project Description

1. The repaving and maintenance of about 10 miles of roads, curbs and sidewalk repairs each year.

Justification

To maintain city road and sidewalk infrastructure

Performance Measures

Plan Reference

8n

Funding Capital Improvement Program

Project

Title Margaret Egan Community Center

Project Cost \$ 745,000

Project Description

The Margaret Egan Community Center at 35 Mathew Street requires:

1. Installation of Energy Management System for heating system and lighting - \$75,000
2. Upgrade of steam boiler and controls - \$ 225,000
3. Roof replacement – various sections - \$ 55,000
4. Parking lot paving and sidewalks – (2019 project) - \$250,000
5. LED Lighting and other improvements - \$ 125,000
6. Security Camera System - \$ 15,000

Justification

To ensure the continued use of the building.

1. Improve fuel / electrical efficiency and comfort level of the building
2. Current equipment is obsolete and is not able to be repaired. One boiler is in the process of repair Nov. 2019
3. Prevent water intrusion into the building
4. Deteriorating sidewalks and parking lot
5. Electrical energy efficiency
6. Security for the building.

Performance Measures

Plan Reference

Bn

CP 1

Funding Capital Improvement Program

Project Title Department of Public Works – 83 Ford Street

Project Cost \$ 590,000

Project Description

The Department of Public Works at 83 Ford Street is in need of:

1. Flat roof replacement with Truss upgrades - \$ 300,000
2. Management office remodel - \$ 45,000
3. Security cameras upgrade - \$ 20,000
4. Parking lot paving - \$225,000

Justification

To ensure the continued use of the building. The estimated cost is based on the square footage roof replacement costs. Existing flat roof replacement costs are \$ 200 - \$250k. Previous Rood estimate of \$150,000 needs to be increased.

Performance Measures

Plan Reference

8n

CP 1

Funding Capital Improvement Program

Project Title Fowler Building

Project Cost \$ 95,000

Project Description

The Fowler building is in need of:

1. Sealing masonry and brick re-pointing
2. Flat section of roof replaced
3. Security Cameras
4. Energy Management System

Justification

To ensure the continued use of the building.

Performance Measures

Plan Reference

8n

CP 1

Funding Capital Improvement Program

Project Title Drainage Resiliency Programs

Project Cost \$ 2,200,000

Project Description

Drainage planning, programs, and construction to improve resiliency from inland and tidal flooding.

Justification

Increased planning of new infrastructure, natural systems, and maintenance of existing stormwater infrastructure are needed to meet regulations and improve resiliency from stormwater and tidal flooding.

Performance Measures

Plan Reference

8n

CP 1

Funding Capital Improvement Program

Project

Title Vehicles - 6 wheel Plow & Sanitation

Project Cost \$ 3,600,000

Project Description

1. 6 Wheel & Plow vehicles rolling stock replenishment program for the Highway and Parks Division of Public Works.
2. Sanitation vehicles rolling stock replenishment program for the Solid Waste Division of Public Works.

Justification

To ensure the continued City wide plowing, 6 wheel truck services and Sanitation.

Performance Measures

Plan Reference

80

**RESOLUTION RE: CASH ADVANCE FOR
VARIOUS SCHOOL IMPROVEMENTS – 2022**

WHEREAS, this Board has adopted an ordinance for the appropriation and bonding of \$10,290,000 for various school improvements and authorizing the issuance of \$10,290,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowing for such purpose; and

WHEREAS, the issuance of bonds or sale of BANS should be timed so as to minimize costs; and

WHEREAS, the projects should go forward expeditiously.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford as follows:

1. That the Finance Director be authorized to advance from the General Fund a sum not to exceed \$10,290,000 to fund the expenditures for the related costs of the aforementioned school improvements in the City of Milford Public Schools.
2. That monies received from the issuance of bond anticipation notes or bonds, whichever shall apply, be immediately applied to repay the General Fund.

EDUCATION

1. <u>Joseph A. Foran High School – Partial Roof Replacement</u>	
• Project: Design, Materials, Construction, Construction Admin, etc.	\$3,500,000
• Financing	\$175,0000
Total:	\$3,675,000
2. <u>Orchard Hills Elementary School - Traffic Flow/Safety Improvements</u>	
• Project: Design, Materials, Construction, Construction Admin, etc.	\$1,800,000
• Financing	\$90,0000
Total:	\$1,890,000
3. <u>Law and Foran – Athletic Facility Improvements/Upgrades</u>	
• Project: Design, Materials, Construction, Construction Admin, etc.	\$4,000,000
• Financing	\$200,0000
Total:	\$4,200,000
4. <u>Various Schools – Playgrounds/Exterior Play Area Improvements</u>	
• Project: Design, Materials, Construction, Construction Admin, etc.	\$500,000
• Financing	\$25,000
Total:	\$525,000
<u>SUMMARY: EDUCATION</u>	
1. Foran High School – Partial Roof Replacement	\$3,675,000
2. Orchard Hills - Traffic Flow/Safety Improvements	\$1,890,000
3. Law and Foran – Athletic Facilities	\$4,200,000
4. Various Schools – Playgrounds/Play Area	\$525,000
Grand Total:	\$10,290,000

FY2022-2026 PROJECT PROPOSAL		GP 1	Department	BOARD OF EDUCATION
			Funding	Capital Improvement Program
Project Title	Joseph A. Foran High School Partial Roof Replacements		Project Cost	\$3,500,000

Project Description

Foran High School was constructed in sections and the roofs on each section have been replaced at various times over the past 40+ years. There are sections of the roof totaling approximately 125,000 square feet that are due to be replaced.

Justification

These roofs were installed over twenty years ago and are out of warranty. They are deteriorating and need to be replaced to protect the integrity of the school building both structurally and with respect to air quality. A minimum of 20 year warranty will be specified for the new roof systems.

Performance Measures

Plan Reference

Dollar figures are estimates only. Detailed design, planning, and more accurate financial projections are developed after a design professional is hired. Also, with any building project, there is a significant risk of cost escalation if PCB's and/or asbestos are discovered.

Project is eligible for State reimbursement. Grant estimates are based on 37.14% reimbursement rate.

This reimbursement rate is subject to change at any time.

Estimates do not include Financing Costs. These are calculated by the Finance Director and are not eligible for State reimbursement.

80

FY2022-2026 PROJECT PROPOSAL		GP 1	Department	BOARD OF EDUCATION
			Funding	Capital Improvement Program
Project Title	Orchard Hills School Traffic Flow & Safety Improvements		Project Cost	\$1,800,000

Project Description

A traffic engineer will be hired to design the most effective strategy to improve the flow of traffic and ensure the safety of students, staff and others entering the property. The project may also include the relocation / replacement of playscapes and other amenities.

Justification

Especially with the increase of parents driving their students to school, Orchard Hills is extremely congested at arrival and dismissal and has been identified as a priority for improvements similar to those done at Live Oaks, Meadowside and JFK.

Performance Measures

Plan Reference

Not eligible for State reimbursement.
Dollar figures are estimates only. Detailed design, planning, and more accurate financial projections are developed after a design professional is hired. Also, with any building project, there is a significant risk of cost escalation if environmental issues are discovered at the site.
Estimates do not include Financing Costs. These are calculated by the Finance Director and are not eligible for State reimbursement.

80.

FY2022-2026 PROJECT PROPOSAL		GP 1	Department	BOARD OF EDUCATION
			Funding	Capital Improvement Program
Project Title	Law & Foran High School Athletic Facility Improvements/Upgrades		Project Cost	\$4,000,000

Project Description

There have been significant improvements and upgrades to the high school athletic facilities over the past several years. However, there are still projects that need to be undertaken such as the replacement of the track and field facilities at both schools.

Justification

Some of the facilities including the tracks are well past their life expectancy and need to be replaced to ensure the safety of our athletes and the community members who use the facilities.

Performance Measures

Plan Reference

Not eligible for State reimbursement.
Dollar figures are estimates only. Detailed design, planning, and more accurate financial projections are developed after a design professional is hired. Also, with any building project, there is a significant risk of cost escalation if environmental issues are discovered at the site.
Estimates do not include Financing Costs. These are calculated by the Finance Director and are not eligible for State reimbursement.

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FY2022-2026 PROJECT PROPOSAL		GP 1	Department	BOARD OF EDUCATION
			Funding	Capital Improvement Program
Project Title	Various Schools Exterior and Play Area Improvements		Project Cost	\$3,000,000.

Project Description

This will be an ongoing multi-phased effort to repair, improve and replace the existing play areas that have not had any significant work done to them in many years.

Justification

The exterior play areas are used virtually not only by our school children but by the community at-large and must be upgraded and maintained properly to insure safety.

Performance Measures

Plan Reference
Not eligible for State reimbursement.
Dollar figures are estimates only.
Estimates do not include Financing Costs. These are calculated by the Finance Director.



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: February 7, 2022

Re: Refunds

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

The Total Refunds for the February 7, 2022 meeting is \$21,443.83.

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
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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
1	410182	2020	M	ACAR LEASING LTD REFUND	-420.12	0.00	0.00	0.00	-420.12	0.00
				Check: -420.12						
				REF ACAR						
				Total Bills: -420.12	Total Recv'd: -420.12	Change Due: 0.00				
2	410213	2020	M	ACAR LEASING LTD REFUND	-307.32	0.00	0.00	0.00	-307.32	0.00
				Check: -307.32						
				REF ACAR						
				Total Bills: -307.32	Total Recv'd: -307.32	Change Due: 0.00				
3	410390	2020	M	ACAR LEASING LTD REFUND	-280.15	0.00	0.00	0.00	-280.15	0.00
				Check: -280.15						
				REF ACAR						
				Total Bills: -307.32	Total Recv'd: -307.32	Change Due: 0.00				
4	410313	2020	M	ACAR LEASING LTD REFUND	-658.47	0.00	0.00	0.00	-658.47	0.00
				Check: -658.47						
				REF ACAR						
				Total Bills: -1,324.75	Total Recv'd: -1,324.75	Change Due: 0.00				
6	410172	2020	M	ACAR LEASING LTD REFUND	-386.13	0.00	0.00	0.00	-386.13	0.00
				Check: -386.13						
				REF ACAR						
				Total Bills: -150.22	Total Recv'd: -150.22	Change Due: 0.00				
8	416952	2020	M	CCAP AUTO LEASE LTD REFUND	-150.22	0.00	0.00	0.00	-150.22	0.00
				Check: -150.22						
				REF CCAP						
				Total Bills: -200.06	Total Recv'd: -200.06	Change Due: 0.00				
9	416800	2020	M	CCAP AUTO LEASE LTD REFUND	-200.06	0.00	0.00	0.00	-200.06	0.00
				Check: -200.06						
				REF CCAP						
				Total Bills: -228.46	Total Recv'd: -228.46	Change Due: 0.00				
10	416855	2020	M	CCAP AUTO LEASE LTD REFUND	-228.46	0.00	0.00	0.00	-228.46	0.00
				Check: -228.46						
				REF CCAP						
				Total Bills: -292.96	Total Recv'd: -292.96	Change Due: 0.00				
11	416827	2020	M	CCAP AUTO LEASE LTD REFUND	-292.96	0.00	0.00	0.00	-292.96	0.00
				Check: -292.96						
				REF CCAP						
				Total Bills: -292.96	Total Recv'd: -292.96	Change Due: 0.00				

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 Interest Date 2/07/2022 Receipt Date 2/07/2022

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
12	416823	2020	M	CCAP AUTO LEASE LTD	-436.10	0.00	0.00	0.00	-436.10	0.00
				REFUND						
				Check: -436.10						
				REF CCAP						
13	416746	2020	M	CCAP AUTO LEASE LTD	-335.52	0.00	0.00	0.00	-335.52	0.00
				REFUND						
				Check: -335.52						
				REF CCAP						
				Total Bills: -771.62	Total Recv'd: -771.62	Change Due: 0.00				
14	416700	2020	M	CCAP AUTO LEASE LTD	-486.64	0.00	0.00	0.00	-486.64	0.00
				REFUND						
				Check: -486.64						
				REF CCAP						
				Total Bills: -486.64	Total Recv'd: -486.64	Change Due: 0.00				
15	416740	2020	M	CCAP AUTO LEASE LTD	-281.61	0.00	0.00	0.00	-281.61	0.00
				REFUND						
				Check: -281.61						
				REF CCAP						
				Total Bills: -281.61	Total Recv'd: -281.61	Change Due: 0.00				
16	416684	2020	M	CCAP AUTO LEASE LTD	-272.28	0.00	0.00	0.00	-272.28	0.00
				REFUND						
				Check: -272.28						
				REF CCAP						
				Total Bills: -272.28	Total Recv'd: -272.28	Change Due: 0.00				
17	419720	2020	M	DAIMLER TRUST	-268.54	0.00	0.00	0.00	-268.54	0.00
				REFUND						
				Check: -268.54						
				REF DAIMLER						
				Total Bills: -268.54	Total Recv'd: -268.54	Change Due: 0.00				
18	419897	2020	M	DAN PERKINS SUBARU	-150.00	0.00	0.00	0.00	-150.00	0.00
				REFUND						
				Check: -150.00						
				REF DAN PERKINS						
19	419939	2020	M	DAN PERKINS SUBARU INC.	-92.68	0.00	0.00	0.00	-92.68	0.00
				REFUND						
				Check: -92.68						
				REF DAN PERKINS						
20	419946	2020	M	DAN PERKINS SUBARU INC.	-363.54	0.00	0.00	0.00	-363.54	0.00
				REFUND						
				Check: -363.54						
				REF DAN PERKINS						
21	419949	2020	M	DAN PERKINS SUBARU INC.	-317.53	0.00	0.00	0.00	-317.53	0.00
				REFUND						
				Check: -317.53						
				REF DAN PERKINS						

City of Milford
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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fcc/Bond Paid	Total Paid Due	Balance Due
22	419950	2020	M	DAN PERKINS SUBARU INC. REFUND	-190.37	0.00	0.00	0.00	-190.37	0.00
Check: -190.37										
REF DAN PERKINS										
23	419952	2020	M	DAN PERKINS SUBARU INC. REFUND	-199.80	0.00	0.00	0.00	-199.80	0.00
Check: -199.80										
REF DAN PERKINS										
24	419953	2020	M	DAN PERKINS SUBARU INC. REFUND	-122.76	0.00	0.00	0.00	-122.76	0.00
Check: -122.76										
REF DAN PERKINS										
25	419955	2020	M	DAN PERKINS SUBARU INC. REFUND	-161.83	0.00	0.00	0.00	-161.83	0.00
Check: -161.83										
REF DAN PERKINS										
26	419964	2020	M	DAN PERKINS SUBARU INC. REFUND	-128.43	0.00	0.00	0.00	-128.43	0.00
Check: -128.43										
REF DAN PERKINS										
Total Bills: -1,726.94					Total Recv'd: -1,726.94		Change Due: 0.00			
28	5222	2020	R	JOHN S DEMKO TRUSTEE OF THE JOHN S REFUND	-117.23	0.00	0.00	0.00	-117.23	0.00
Check: -117.23										
REF DEMKO JOHN										
Total Bills: -117.23					Total Recv'd: -117.23		Change Due: 0.00			
29	421096	2020	M	DIAMOND HOWARD W REFUND	-22.95	0.00	0.00	0.00	-22.95	0.00
Check: -22.95										
REF DIAMOND HOWARD										
Total Bills: -22.95					Total Recv'd: -22.95		Change Due: 0.00			
30	420519	2020	M	DEININGER BROCK DANIEL REFUND	-87.08	0.00	0.00	0.00	-87.08	0.00
Check: -87.08										
REF DEININGER BROCK										
Total Bills: -87.08					Total Recv'd: -87.08		Change Due: 0.00			
31	20801	2020	U	FALLON KEVIN & ERIN & SURV REFUND	-5.29	0.00	0.00	0.00	-5.29	0.00
Check: -5.29										
REF FALLON KEVIN										
Total Bills: -5.29					Total Recv'd: -5.29		Change Due: 0.00			
32	423902	2020	M	FINANCIAL SER VEH TRUST REFUND	-239.02	0.00	0.00	0.00	-239.02	0.00
Check: -239.02										
REF FINANCIAL SER										

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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
Total Bills: -239.02 Total Recv'd: -239.02 Change Due: 0.00										
33	423974	2020	M	FINANCIAL SER VEH TRUST	-525.81	0.00	0.00	0.00	-525.81	0.00
				REFUND						
				Check: -525.81						
				REF FINANCIAL SER						
Total Bills: -525.81 Total Recv'd: -525.81 Change Due: 0.00										
35	428640	2020	M	HONDA LEASE TRUST	-283.46	0.00	0.00	0.00	-283.46	0.00
				REFUND						
				Check: -283.46						
				REF HONDA LEASE						
Total Bills: -283.46 Total Recv'd: -283.46 Change Due: 0.00										
36	430839	2020	M	JOLICOEUR MICHELE P	-101.11	0.00	0.00	0.00	-101.11	0.00
				REFUND						
				Check: -101.11						
				REF JOLICOEUR MICHEL						
Total Bills: -101.11 Total Recv'd: -101.11 Change Due: 0.00										
37	431056	2020	M	JP MORGAN CHASE BANK NA	-519.52	0.00	0.00	0.00	-519.52	0.00
				REFUND						
				Check: -519.52						
				REF JP MORGAN						
Total Bills: -519.52 Total Recv'd: -519.52 Change Due: 0.00										
38	905855	2020	S	MATAR GEORGE	-977.56	0.00	0.00	0.00	-977.56	0.00
				REFUND						
				Check: -977.56						
				REF MATAR GEORGE						
Total Bills: -977.56 Total Recv'd: -977.56 Change Due: 0.00										
39	905929	2020	S	MCCONNELL THOMAS M	-13.16	0.00	0.00	0.00	-13.16	0.00
				REFUND						
				Check: -13.16						
				REF MCCONNELL THOMAS						
Total Bills: -13.16 Total Recv'd: -13.16 Change Due: 0.00										
40	22903	2020	R	MCNAMARA ELIZABETH	-53.57	0.00	0.00	0.00	-53.57	0.00
				REFUND						
				Check: -53.57						
				REF MCNAMARA ELIZ						
Total Bills: -53.57 Total Recv'd: -53.57 Change Due: 0.00										
41	456397	2020	M	MIGLIARO JOHN J	-103.29	0.00	0.00	0.00	-103.29	0.00
				REFUND						
				Check: -103.29						
				REF MIGLIARO JOHN						
Total Bills: -103.29 Total Recv'd: -103.29 Change Due: 0.00										

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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
43	906442	2020	S	NASSAR ALAAELDIN F	-17.97	0.00	0.00	0.00	-17.97	0.00
	REFUND									
	Check: -17.97									
	REF NASSAR ALA									
Total Bills:					-17.97	Total Recv'd:		-17.97	Change Due: 0.00	
44	441773	2020	M	PAGE ROBERT E	-41.97	0.00	0.00	0.00	-41.97	0.00
	REFUND									
	Check: -41.97									
	REF PAGE ROBERT									
Total Bills:					-41.97	Total Recv'd:		-41.97	Change Due: 0.00	
45	442598	2020	M	PEJINSKY MARILYN B	-169.35	0.00	0.00	0.00	-169.35	0.00
	REFUND									
	Check: -169.35									
	REF PEYINSKY MARILYN									
Total Bills:					-169.35	Total Recv'd:		-169.35	Change Due: 0.00	
46	442840	2020	M	PERRETTA PHILIP C	-187.88	0.00	0.00	0.00	-187.88	0.00
	REFUND									
	Check: -187.88									
	REF PERRETTA IRENE									
Total Bills:					-187.88	Total Recv'd:		-187.88	Change Due: 0.00	
47	444050	2020	M	PROKOSKI RAMONA M	-29.44	0.00	0.00	0.00	-29.44	0.00
	REFUND									
	Check: -29.44									
	REF PROKOSKI RAMONA									
Total Bills:					-29.44	Total Recv'd:		-29.44	Change Due: 0.00	
48	907460	2020	S	RATH JASON DANIEL	-21.01	0.00	0.00	0.00	-21.01	0.00
	REFUND									
	Check: -21.01									
	REF RATH JASON									
Total Bills:					-21.01	Total Recv'd:		-21.01	Change Due: 0.00	
49	456509	2020	M	REED-LEPAK JOSHUA A	-78.53	0.00	0.00	0.00	-78.53	0.00
	REFUND									
	Check: -78.53									
	REF REED-LEPAK JOSH									
Total Bills:					-78.53	Total Recv'd:		-78.53	Change Due: 0.00	
50	906777	2020	S	OGRADY KRISTEN M	-23.13	0.00	0.00	0.00	-23.13	0.00
	REFUND									
	Check: -23.13									
	REF KRISTEN RODRIGUE									
Total Bills:					-23.13	Total Recv'd:		-23.13	Change Due: 0.00	

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51	10692	2020	R	KUBICKO ROSEANNE	-15.63	0.00	0.00	0.00	-15.63	0.00
REFUND										
Check: -15.63										
REF KUBICKO ROSEANNE										
Total Bills: -15.63					Total Recv'd: -15.63		Change Due: 0.00			
52	347808	2019	M	RYDER TRUCK RENTAL LT	-831.45	0.00	0.00	0.00	-831.45	0.00
REFUND										
Check: -831.45										
REF RYDER TRUCK										
Total Bills: -831.45					Total Recv'd: -831.45		Change Due: 0.00			
54	908079	2020	S	SCIUTO VINCENT JR	-240.83	0.00	0.00	0.00	-240.83	0.00
REFUND										
Check: -240.83										
REF SCIUTO VINCENT										
Total Bills: -240.83					Total Recv'd: -240.83		Change Due: 0.00			
56	448133	2020	M	SESSIONS RACHAEL DEVON	-78.24	-5.87 *	0.00	0.00	-84.11	0.00
REFUND										
Check: -84.11										
REF SESSIONS RACHAEL										
Total Bills: -84.11					Total Recv'd: -84.11		Change Due: 0.00			
57	450185	2020	M	STONE RYAN PATRICK	-54.78	0.00	0.00	0.00	-54.78	0.00
REFUND										
Check: -54.78										
REF STONE RYAN										
Total Bills: -54.78					Total Recv'd: -54.78		Change Due: 0.00			
58	8887	2020	R	SOCCI SYLVIA & ANTHONY & SURV	-100.00	0.00	0.00	0.00	-100.00	0.00
REFUND										
Check: -100.00										
REF SOCCI SYLVIA										
Total Bills: -100.00					Total Recv'd: -100.00		Change Due: 0.00			
59	451762	2020	M	TOYOTA LEASE TRUST	-246.36	0.00	0.00	0.00	-246.36	0.00
REFUND										
Check: -246.36										
REF TOYOTA										
Total Bills: -246.36					Total Recv'd: -246.36		Change Due: 0.00			
60	451611	2020	M	TOYOTA LEASE TRUST	-582.39	0.00	0.00	0.00	-582.39	0.00
REFUND										
Check: -582.39										
REF TOYOTA										
Total Bills: -582.39					Total Recv'd: -582.39		Change Due: 0.00			
61	452786	2020	M	USB LEASING LT	-549.12	0.00	0.00	0.00	-549.12	0.00
REFUND										
Check: -549.12										
REF USB										
Total Bills: -549.12					Total Recv'd: -549.12		Change Due: 0.00			

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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fec/Bond Paid	Total Paid Due	Balance Due
Total Bills: -549.12					Total Recv'd: -549.12	Change Due: 0.00				
63	909767	2020	S	WONG ALLAN	-98.37	0.00	0.00	0.00	-98.37	0.00
REFUND										
Check: -98.37										
REF WONG ALLAN										
Total Bills: -98.37					Total Recv'd: -98.37	Change Due: 0.00				
64	11207	2019	P	SKINACT AESTHETICS	-11.40	0.00	0.00	0.00	-11.40	0.00
REFUND										
Check: -11.40										
REF ROJO CAROLYN										
Total Bills: -98.37					Total Recv'd: -98.37	Change Due: 0.00				
65	11207	2020	P	SKIN ACT AESTHETICS	-40.00	0.00	0.00	0.00	-40.00	0.00
REFUND										
Check: -40.00										
REF ROJO CAROLYN										
Total Bills: -51.40					Total Recv'd: -51.40	Change Due: 0.00				
66	448539	2020	M	SIANO STACIE L	-172.62	0.00	0.00	0.00	-172.62	0.00
REFUND										
Check: -172.62										
REF SIANO DOMENICK										
Total Bills: -172.62					Total Recv'd: -172.62	Change Due: 0.00				
67	451775	2020	M	TOYOTA LEASE TRUST	-223.56	0.00	0.00	0.00	-223.56	0.00
REFUND										
Check: -223.56										
REF TOYOTA										
Total Bills: -223.56					Total Recv'd: -223.56	Change Due: 0.00				
68	413778	2020	M	BLUE EAGLE TRANSPORT INC	-69.87	-4.19 *	0.00	0.00	-74.06	0.00
REFUND										
Check: -74.06										
REF BLUE EAGLE										
Total Bills: -74.06					Total Recv'd: -74.06	Change Due: 0.00				
69	456460	2020	M	GLADUE CHRISTOPHER P	-76.20	0.00	0.00	0.00	-76.20	0.00
REFUND										
Check: -76.20										
REF GLADUE CHRIS										
Total Bills: -76.20					Total Recv'd: -76.20	Change Due: 0.00				
70	453290	2020	M	VCFS AUTO LEASING CO	-314.24	0.00	0.00	0.00	-314.24	0.00
REFUND										
Check: -314.24										
REF VCFS										
Total Bills: -314.24					Total Recv'd: -314.24	Change Due: 0.00				

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City of Milford
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Seq	List	Year	TY	Name	Principal	Interest	Lien Fce/Bond		Total	Balance
					Paid	Paid	Paid	Paid	Paid Due	Due
71	416735	2020	M	CCAP AUTO LEASE LTD	-562.12	0.00	0.00	0.00	-562.12	0.00
REFUND										
Check: -562.12										
REF CCAP AUTO										
Total Bills:		-562.12		Total Recv'd:		-562.12		Change Due:		0.00
73	453045	2020	M	VANHISE CORRINNE	-271.66	0.00	0.00	0.00	-271.66	0.00
REFUND										
Check: -271.66										
REF VAN HISE CORRINN										
Total Bills:		-271.66		Total Recv'd:		-271.66		Change Due:		0.00
74	455532	2020	M	WOOTTON MARK R	-78.90	0.00	0.00	0.00	-78.90	0.00
REFUND										
Check: -78.90										
REF WOOTTON MARK										
75	455533	2020	M	WOOTTON MARK R	-66.97	0.00	0.00	0.00	-66.97	0.00
REFUND										
Check: -66.97										
REF WOOTTON MARK										
76	455535	2020	M	WOOTTON MARK R	-29.05	0.00	0.00	0.00	-29.05	0.00
REFUND										
Check: -29.05										
REF WOOTTON MARK										
Total Bills:		-174.92		Total Recv'd:		-174.92		Change Due:		0.00
77	903347	2020	S	FUCHS ROBERT R	-80.48	0.00	0.00	0.00	-80.48	0.00
REFUND										
Check: -80.48										
REF FUCHS ROBERT										
Total Bills:		-80.48		Total Recv'd:		-80.48		Change Due:		0.00
78	420220	2020	M	DAVIS CLIFFORD ARTHUR	-132.99	0.00	0.00	0.00	-132.99	0.00
REFUND										
Check: -132.99										
REF DAVIS CLIFFORD										
Total Bills:		-132.99		Total Recv'd:		-132.99		Change Due:		0.00
79	428726	2020	M	HONDA LEASE TRUST	-50.68	0.00	0.00	0.00	-50.68	0.00
REFUND										
Check: -50.68										
REF HONDA										
Total Bills:		-50.68		Total Recv'd:		-50.68		Change Due:		0.00
80	10579	2020	R	FERRARO JOSEPH & FERRARO KAREN 50'	-6,106.01	0.00	0.00	0.00	-6,106.01	0.00
REFUND										
Check: -6,106.01										
RF CHAPMAN SHAYLA										
Total Bills:		-6,106.01		Total Recv'd:		-6,106.01		Change Due:		0.00

City of Milford
Edit Daily Cash register report for Batch - 23291
Detail Report in Sequential Order
Interest Date 2/07/2022 Receipt Date 2/07/2022

<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>
				Starting Cash in Drawer		0.00				
				Total Cash Received		0.00				
				Total Cash in Drawer		0.00				
				Total Amount in Checks		-21,443.83				
				Total Amount in Credit		0.00				
				Total Amount in Drawer		-21,443.83				
				Total Adjustments		0.00				
				Total Refunds		-21,443.83				
				Total Suspense		0.00				

*= Interest Override

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<u>Year</u>	<u>TYPE</u>	<u>DIST</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Collected</u>
2019	M MOTOR VEHICLE	1 Payment(s)	-831.45	0.00	0.00	0.00	-831.45
2019	P PERSONAL PROPERTY	1 Payment(s)	-11.40	0.00	0.00	0.00	-11.40
<u>2019 TOTAL</u>		2 Payment(s)	-842.85	0.00	0.00	0.00	-842.85
2020	M MOTOR VEHICLE	54 Payment(s)	-12,680.68	-10.06	0.00	0.00	-12,690.74
2020	P PERSONAL PROPERTY	1 Payment(s)	-40.00	0.00	0.00	0.00	-40.00
2020	R REAL ESTATE	5 Payment(s)	-6,392.44	0.00	0.00	0.00	-6,392.44
2020	S SUPPLEMENTAL MVD	8 Payment(s)	-1,472.51	0.00	0.00	0.00	-1,472.51
2020	U SEWER USE	1 Payment(s)	-5.29	0.00	0.00	0.00	-5.29
<u>2020 TOTAL</u>		69 Payment(s)	-20,590.92	-10.06	0.00	0.00	-20,600.98
		71 Payment(s)	-21,433.77	-10.06	0.00	0.00	-21,443.83



City of Milford, Connecticut

- Founded 1639 -

70 West River Street - Milford, CT 06460-3317
Tel 203-783-3220 FAX 203-783-3294

Office of the
Director of Finance

January 31, 2022

To the Board of Aldermen of
The City of Milford

At a meeting of the Board of Finance held January 31, 2022, the following resolution was adopted:

RESOLVED: That the ordinance entitled "An Ordinance Appropriating \$3,811,500 For The Design And Construction of Sanitary Sewers And Waste Water Facilities And Authorizing The Issuance Of \$3,811,500 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", a copy of which is attached hereto, be forwarded to the Board of Aldermen with an affirmative recommendation.

Very truly yours,

A handwritten signature in black ink, appearing to be the name of the Chairman of the Board of Finance.

Chairman
Board of Finance

AN ORDINANCE APPROPRIATING \$3,811,500 FOR THE DESIGN AND CONSTRUCTION OF SANITARY SEWERS AND WASTE WATER FACILITIES AND AUTHORIZING THE ISSUANCE OF \$3,811,500 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sum of \$3,811,500 is appropriated for the planning, design, construction and installation of the sanitary sewer projects and wastewater facilities hereinafter listed including, any contingency fees, architects and engineers' fees, and administrative, legal and financing costs related thereto, said appropriation to be inclusive of any and all Federal and State grants in aid thereof:

Rogers Avenue Sanitary Pump Station Upgrade	\$3,811,500
<i>Replacement of the pumps and controls, channel grinders, stand-by generator and buried fuel oil tank at Rogers Avenue Sanitary Pump Station, including design, materials, construction, construction administration and other related costs to the project.</i>	
Total	<hr/> \$3,811,500

Section 2. To meet said appropriation \$3,811,500 bonds of the City or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the thirtieth year after their date, or such later date as may be allowed by law. Said bonds may be issued in one or more series as determined by the Mayor, the Director of Finance, the City Treasurer, the Chairman of the Board of Aldermen, the Chairman of the Board of Finance and the City Attorney, who are hereby appointed a committee (the "Committee") with full power and authority to act pursuant to this ordinance and the amount of bonds of each series to be issued shall be fixed by the Committee, in the amount necessary to meet the City's share of the cost of the projects determined after considering the estimated amount of any and all Federal and State grants in aid of the projects, or the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, 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 bond counsel designated by the Committee. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied

with, that such 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. The aggregate principal amount of the bonds of each series to be issued, the installments of principal, redemption provisions, if any, the certifying, registrar, transfer and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Committee in accordance with the General Statutes of the State of Connecticut, as amended.

Section 3. Said bonds shall be sold by the Committee in a competitive offering or by negotiation, in its discretion. If sold in a competitive offering, the 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 bonds are sold by negotiation, provisions of the purchase agreement shall be subject to the approval of the Committee.

Section 4. The Mayor and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor, Director of Finance and the City Treasurer, have the seal of the City affixed, be payable at a bank or trust company designated by the Mayor and Director of Finance, and be certified by a bank or trust company designated by the Mayor and Director of Finance pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note 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 the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this ordinance in the maximum amount and for the capital projects described in Section 1 with the proceeds of bonds, notes, or other obligations ("Obligations") authorized to be issued by the City. The Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the projects, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of such Obligations, and to amend this declaration.

Section 6. The Mayor and Director of Finance 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 bonds on such terms as the Mayor and Director of Finance

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; and the Mayor and Director of Finance, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the bonds.

Section 7. Any of the estimated amounts set forth for the projects in Section 1 not required to meet the actual cost of any such project may be transferred by the Mayor and the Director of Finance to any capital improvements authorized by the Board of Aldermen for bonding prior to the time of such transfer, consistent with the applicable tax and other laws, as deemed necessary or advisable and in the best interests of the City by the Mayor and Director of Finance.

Section 8. The Mayor, the Director of Finance, or their respective designees, is authorized in the name of and on behalf of the City to apply for and accept any available State or Federal grants in aid of the financing of the projects described in Section 1, and to take all action necessary or proper in connection therewith.

Section 9. The Mayor and the Director of Finance 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 (the "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 bonds and notes authorized by this ordinance. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.



City of Milford, Connecticut

- Founded 1639 -

70 West River Street - Milford, CT 06460-3317
Tel 203-783-3220 FAX 203-783-3294

Office of the
Director of Finance

January 31, 2022

To the Board of Aldermen of
The City of Milford

At a meeting of the Board of Finance held January 31, 2022, the following resolution was adopted:

RESOLVED: That the ordinance entitled "An Ordinance Appropriating \$6,006,000 For Various Public Improvements And Authorizing The Issuance Of \$6,006,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", a copy of which is attached hereto, be forwarded to the Board of Aldermen with an affirmative recommendation.

Very truly yours,

A handwritten signature in black ink, consisting of several vertical, slightly curved strokes, positioned above the printed name.

Chairman
Board of Finance

AN ORDINANCE APPROPRIATING \$6,006,000 FOR VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF \$6,006,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sum of \$6,006,000 is appropriated to meet the estimated costs of the public improvement projects hereinafter listed including, any contingency fees, architects and engineers' fees, and administrative, legal and financing costs related thereto, said appropriation to be inclusive of any and all Federal and State grants in aid thereof:

Citywide Road, Parking Lot, Sidewalk & Curb Repaving <i>Repaving of roads and necessary parking lots, curb and sidewalk repairs and design, materials, construction, construction administration and other related costs.</i>	\$3,150,000
Various City Building Maintenance Improvements <i>Building repairs, renovations, roof replacements, code compliance, security enhancements and mechanical upgrades city-wide, including Margaret Egan Center, Public Works, and Fowler, and, design, materials, construction, construction administration and other related costs.</i>	1,575,000
Various Erosion and Flood Control Projects <i>Citywide drainage and flood mitigation study/design work, repair/replacement of compromised drainage systems city-wide, as well as erosion control and improvements to the resiliency of coastal infrastructure, and design, materials, construction, construction administration and other related costs.</i>	525,000
Automated Recycling/Solid Waste Vehicles <i>Purchase of two refuse/recycling packer trucks with hydraulic lifters, and other related costs.</i>	756,000
Total	\$6,006,000

Section 2. To meet said appropriation \$6,006,000 bonds of the City or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. Said bonds may be issued in one or more series as determined by the Mayor, the Director of Finance, the City Treasurer, the Chairman of the Board of Aldermen, the Chairman of the Board of Finance and the City Attorney, who are hereby appointed a committee (the "Committee") with full power and authority to act pursuant to this ordinance and the amount of bonds of each series to be issued shall be fixed by the Committee, in the amount necessary to meet the City's share of the cost of the projects determined after considering the estimated amount of any and all Federal and State grants in aid of the projects, or

the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, 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 bond counsel designated by the Committee. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such 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. The aggregate principal amount of the bonds of each series to be issued, the installments of principal, redemption provisions, if any, the certifying, registrar, transfer and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Committee in accordance with the General Statutes of the State of Connecticut, as amended.

Section 3. Said bonds shall be sold by the Committee in a competitive offering or by negotiation, in its discretion. If sold in a competitive offering, the 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 bonds are sold by negotiation, provisions of the purchase agreement shall be subject to the approval of the Committee.

Section 4. The Mayor and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor, Director of Finance and the City Treasurer, have the seal of the City affixed, be payable at a bank or trust company designated by the Mayor and Director of Finance, and be certified by a bank or trust company designated by the Mayor and Director of Finance pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note 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 the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days

prior to and any time after the date of passage of this ordinance in the maximum amount and for the capital projects described in Section 1 with the proceeds of bonds, notes, or other obligations (“Obligations”) authorized to be issued by the City. The Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the projects, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of such Obligations, and to amend this declaration.

Section 6. The Mayor and Director of Finance 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 bonds on such terms as the Mayor and Director of Finance 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; and the Mayor and Director of Finance, if they determine that it is appropriate, are authorized, on the City’s behalf, to grant security to the issuer of the credit enhancement to secure the City’s obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the bonds.

Section 7. Any of the estimated amounts set forth for the projects in Section 1 not required to meet the actual cost of any such project may be transferred by the Mayor and the Director of Finance to any capital improvements authorized by the Board of Aldermen for bonding prior to the time of such transfer, consistent with the applicable tax and other laws, as deemed necessary or advisable and in the best interests of the City by the Mayor and Director of Finance.

Section 8. The Mayor, the Director of Finance, or their respective designees, is authorized in the name of and on behalf of the City to apply for and accept any available State or Federal grants in aid of the financing of the projects described in Section 1, and to take all action necessary or proper in connection therewith.

Section 9. The Mayor and the Director of Finance 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 (the “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 bonds and notes authorized by this ordinance. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.



City of Milford, Connecticut

- Founded 1639 -

70 West River Street - Milford, CT 06460-3317
Tel 203-783-3220 FAX 203-783-3294

Office of the
Director of Finance

January 31, 2022

To the Board of Aldermen of
The City of Milford

At a meeting of the Board of Finance held January 31, 2022, the following resolution was adopted:

RESOLVED: That the ordinance entitled "An Ordinance Appropriating \$10,290,000 For Various School Improvements And Authorizing The Issuance Of \$10,290,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", a copy of which is attached hereto, be forwarded to the Board of Aldermen with an affirmative recommendation.

Very truly yours,

A handwritten signature in black ink, consisting of several overlapping, stylized lines.

Chairman
Board of Finance

AN ORDINANCE APPROPRIATING \$10,290,000 FOR VARIOUS SCHOOL IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF \$10,290,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sum of \$10,290,000 is appropriated to meet the estimated costs of the school improvement projects hereinafter listed including, any contingency fees, architects and engineers' fees, and administrative, legal and financing costs related thereto, said appropriation to be inclusive of any and all Federal and State grants in aid thereof:

Joseph A. Foran High School – Partial Roof Replacement <i>Design, materials, construction, construction administration and other related costs.</i>	\$3,675,000
Orchard Hills Elementary School – Traffic Flow/Safety Improvements <i>Design, materials, construction, construction administration and other related costs.</i>	1,890,000
Law/Foran – Athletic Facility Improvements/Upgrades <i>Design, materials, construction, construction administration and other related costs.</i>	4,200,000
Various Schools – Playgrounds/Exterior Play Area Improvements <i>Design, materials, construction, construction administration and other related costs.</i>	525,000
Total	\$10,290,000

Section 2. To meet said appropriation \$10,290,000 bonds of the City or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. Said bonds may be issued in one or more series as determined by the Mayor, the Director of Finance, the City Treasurer, the Chairman of the Board of Aldermen, the Chairman of the Board of Finance and the City Attorney, who are hereby appointed a committee (the "Committee") with full power and authority to act pursuant to this ordinance and the amount of bonds of each series to be issued shall be fixed by the Committee, in the amount necessary to meet the City's share of the cost of the projects determined after considering the estimated amount of any and all Federal and State grants in aid of the projects, or the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the

administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, 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 bond counsel designated by the Committee. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such 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. The aggregate principal amount of the bonds of each series to be issued, the installments of principal, redemption provisions, if any, the certifying, registrar, transfer and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Committee in accordance with the General Statutes of the State of Connecticut, as amended.

Section 3. Said bonds shall be sold by the Committee in a competitive offering or by negotiation, in its discretion. If sold in a competitive offering, the 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 bonds are sold by negotiation, provisions of the purchase agreement shall be subject to the approval of the Committee.

Section 4. The Mayor and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor, Director of Finance and the City Treasurer, have the seal of the City affixed, be payable at a bank or trust company designated by the Mayor and Director of Finance, and be certified by a bank or trust company designated by the Mayor and Director of Finance pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note 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 the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this ordinance in the maximum amount and for the capital projects described in Section 1 with the proceeds of bonds, notes, or other obligations ("Obligations") authorized to be issued by the City. The Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the projects, or such later date the Regulations may authorize. The City

hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of such Obligations, and to amend this declaration.

Section 6. The Mayor and Director of Finance 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 bonds on such terms as the Mayor and Director of Finance 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; and the Mayor and Director of Finance, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the bonds.

Section 7. Any of the estimated amounts set forth for the projects in Section 1 not required to meet the actual cost of any such project may be transferred by the Mayor and the Director of Finance to any capital improvements authorized by the Board of Aldermen for bonding prior to the time of such transfer, consistent with the applicable tax and other laws, as deemed necessary or advisable and in the best interests of the City by the Mayor and Director of Finance.

Section 8. The Mayor, the Director of Finance, the Board of Education, or their respective designees, is authorized in the name of and on behalf of the City to apply for and accept any available State or Federal grants in aid of the financing of the projects described in Section 1, and to take all action necessary or proper in connection therewith.

Section 9. The Mayor and the Director of Finance 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 (the "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 bonds and notes authorized by this ordinance. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.