



# City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati  
City Clerk

70 West River Street  
Milford, CT 06460-3364

**AGENDA**  
**BOARD OF ALDERMEN**  
**JUNE 6, 2022 - 7:30 PM**

**City Hall Auditorium**  
**110 River Street**  
**Milford, CT 06460**

Pledge of Allegiance to the Flag.


1. Roll Call.
2. Public Comment: Statements limited to the legislative function of the Board of Aldermen. The time limit granted to each speaker shall be three (3) minutes. Residents, taxpayers or electors may address the Board.
3. Consideration of Minutes of the Regular Meeting of the Board of Aldermen held on May 2, 2022.
4. Consideration of Minutes of the Special Organizational Meeting: None.
5. Chairman's Report and Recommendations: None
6. Mayor's Report
  - a. For informational purposes, I hereby make the Board of Aldermen aware of the following Mayor's appointments:  
  
(D) Reverend Jake Miles Joseph, 18 Pearl Hill Street, 06460, as a member of Milford's Redevelopment and Housing Partnership to fill the present vacancy (term expiring 11/30/26).
7. Unfinished Business: None

8. New Business:
  - a. Board of Aldermen approval is hereby requested for the appointment of (D) Dylan Mark, 48 Knobb Hill Road, 06460, as a member of the Harbor Commission to fill the present vacancy (term expiring 12/31/26).
  - b. Board of Aldermen approval is hereby requested for the reappointment of (D) Richard Smith, 59 Sixth Avenue, 06460, as Milford's representative to the South Central Connecticut Regional Water District Representative Policy Board (term expiring 6/30/25).
  - c. Board of Aldermen approval is requested for the attached Advisory Services Agreement between Mesirow Financial Investment Management, Inc. and the City of Milford and to authorize the Mayor and Finance Director to take all steps necessary, including signing all documents, to effectuate said agreement.
  - d. Board of Aldermen approval is requested for the attached License Agreement between the Connecticut Department of Emergency Services and Public Protection and the City of Milford and to authorize the Mayor and Fire Chief to take all steps necessary, including signing all documents, to effectuate said agreement.
  - e. Board of Aldermen approval is requested for the acceptance of a grant-in-aid in the amount of \$750,000 from the State of Connecticut, Department of Transportation for the creation of a safe walkway along the Wepawaug River underneath the railroad crossing and to authorize the Mayor, Public Works Director, Finance Director and City Attorney to take all steps necessary, including signing all documents, to effectuate said grant and acquisition.
  - f. Board of Aldermen approval is requested for the acceptance of a grant-in-aid in the amount of \$1,500,000 from the State of Connecticut, Department of Energy and Environmental Protection to redesign the roadway and parking lots at Wilcox Park and Founders Walk and to authorize the Mayor, Public Works Director, Finance Director and City Attorney to take all steps necessary, including signing all documents, to effectuate said grant-in-aid.
  - g. Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Wilcox Park and Founders Walk Grant-In-Aid.
  - h. Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Wepawaug River Walk Grant-In-Aid.
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: Budget Memo Transfers #9 and #10, Fund(s) 1005 and 2812.
11. Refunds List
  - a. Consideration of Refunds in the amount of \$27,934.36.

12. Report of Standing Committee:
- a. Ordinance Committee
  - b. Public Safety and Welfare Committee
  - c. Public Works Committee
  - d. Claims Committee
  - e. Rules Committee
  - f. Personnel Committee
13. Report of Special Committees:
- a. Liaison Sub-Committee – Board of Education
  - b. Liaison Sub-Committee – Flood & Erosion Board
  - c. Liaison Sub-Committee – Park, Beach & Recreation Commission
  - d. Liaison Sub-Committee – Planning & Zoning Board
  - e. Liaison Sub-Committee – Sewer Commission
  - f. Liaison Sub-Committee – Harbor Management Commission
  - g. Liaison Sub-Committee – Council on Aging
  - h. Liaison Sub-Committee – Library Board
  - i. Liaison Sub-Committee - Veterans Ceremony & Parade Commission
  - j. Liaison Sub-Committee - Fine Arts
  - k. Liaison Sub-Committee – Milford Redevelopment & Housing Partnership
  - l. Golf Course Commission
  - m. Liaison Sub-Committee - Inland Wetlands Agency
  - n. Liaison Sub-Committee – Board of Health
  - o. Human Services Commission
  - p. Liaison Sub-Committee – Pension & Retirement Board
  - q. Liaison Sub-Committee - Milford Government Access Television (MGAT)
  - r. Liaison - Economic Development Commission
  - s. Liaison Sub-Committee - Milford Arts Council
  - t. Liaison Sub-Committee - Milford Progress Inc.
  - u. Liaison Sub-Committee Fire Commission
  - v. Liaison Sub-Committee - Police Commission
  - w. Permanent School Facility Building Committee
14. Relative to Item 14 of the Agenda, “Executive Session”, I respectfully submit the following for your consideration and action.

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.



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Karen Fortunati, City Clerk

Dated at Milford, CT this 1st day of June 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

June 2, 2022

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

Dear Mr. Vetro:

(6a) For informational purposes, I hereby make the Board of Aldermen aware of the following Mayor's appointments:

(D) Reverend Jake Miles Joseph, 18 Pearl Hill Street, 06460, as a member of Milford's Redevelopment and Housing Partnership to fill the present vacancy (term expiring 11/30/26).

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 (D) Dylan Mark, 48 Knobb Hill Road, 06460, as a member of the Harbor Commission to fill the present vacancy (term expiring 12/31/26).
- (8b) Board of Aldermen approval is hereby requested for the reappointment of (D) Richard Smith, 59 Sixth Avenue, 06460, as Milford's representative to the South Central Connecticut Regional Water District Representative Policy Board (term expiring 6/30/25).
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- (8h) Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Wepawaug River Walk Grant-In-Aid.

Sincerely,



Benjamin G. Blake  
Mayor

atts.

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**RESUME**

**FULL NAME:** Reverend Jake Miles Joseph

**ADDRESS:** 18 Pearl Hill Street, 06460

**PHONE NUMBER:** 970 412-6114

**POLITICAL AFFILIATION:** R \_\_\_\_\_ D  X \_\_\_\_\_ U \_\_\_\_\_

**PLACE OF EMPLOYMENT:** (With Job Title) Anti-Defamation League ADL  
Hamden, CT – Associate Regional Director for the State of CT

**EDUCATION:** (List All Degrees) Cornell University, Ithaca, NY – Certificate in  
Business Management Essentials; Emory University, Atlanta, GA -  
Master of Divinity and Graduate Interdisciplinary Certificate in Human  
Rights; Grinnell College, Grinnell, IA – Bachelor of Arts in French

**CIVIC ACTIVITIES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL ORGANIZATIONS:** Grinnell College National Alumni  
Council, Grinnell, IA; National Association of Housing and  
Redevelopment Officials (NAHRO), Washington, DC

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

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**RESUME**

**FULL NAME:** Dylan B. Mark

**ADDRESS:** 48 Knobb Hill Road 06460

**PHONE NUMBER:** 203 997-2977

**POLITICAL AFFILIATION:** R  D  X  U

**PLACE OF EMPLOYMENT:** (With Job Title) City of Danbury – Rescue 1  
Firefighter

**EDUCATION:** (List All Degrees) \_\_\_\_\_

**CIVIC ACTIVITIES:** \_\_\_\_\_

**PROFESSIONAL ORGANIZATIONS:** \_\_\_\_\_

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



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**RESUME**

**FULL NAME:** Richard Smith

**ADDRESS:** 59 Sixth Avenue, 06460

**PHONE NUMBER:** 203 874-8704

**POLITICAL AFFILIATION:** R \_\_\_\_\_ D  X \_\_\_\_\_ U \_\_\_\_\_

**PLACE OF EMPLOYMENT:** (With Job Title) AT&T

Director – AT&T E-Discovery Operation – forensic digital investigations,  
electronic discovery

**EDUCATION:** (List All Degrees) BA from Yale University, Trinity College

\_\_\_\_\_  
\_\_\_\_\_

**CIVIC ACTIVITIES:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL ORGANIZATIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

Member Police Commission

Former Member Conservation Commission

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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## Representative Policy Board

South Central Connecticut Regional Water District  
90 Sargent Drive, New Haven, Connecticut 06511-5966 / 203-401-2515  
<http://www.rwater.com>

OFFICE OF THE MAYOR

May 26, 2022

MAY 31 2022

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

RECEIVED

Dear Mayor Blake:

On June 30, 2022, Richard Smith's term as Milford's Representative of the South Central Connecticut Regional Water Authority's Representative Policy Board ("RPB") expires. At this time, I would ask you to reappoint Atty. Smith or appoint someone new to represent your community on the RPB beginning July 1, 2022 for a three-year term ending June 30, 2025.

There is no limit to the number of terms a member may serve. The only requirement is that the individual be an elector in your community. Each of the District's communities is represented on the RPB. In addition, the Governor appoints a member. Members of the RPB typically have experience or expertise in finance, large-scale capital projects, municipal or state government, environmental science, land use, or managing complex organizations.

The RPB establishes water rates, authorizes the issuance of bonds, approves major capital projects, establishes land use standards, authorizes the sale of any of the Authority's 27,000 acres, and is responsible for the appointment of the five-members to the Regional Water Authority board, which oversees the day-to-day operations. The Regional Water Authority is a political subdivision of the state established by the Connecticut General Assembly. It serves more than 400,000 people throughout South Central Connecticut. The Water District comprises of 20 cities and towns.

Atty. Smith has served on the RPB since 2019 and is currently a member of the RPB Consumer Affairs Committee. His knowledge and legal expertise make him a valuable member of the RPB.

Under the governing statute, Connecticut Special Act 77-98, as amended, the appointment process requires that you make your appointment, you receive your legislative body's confirmation of the appointment, and the appropriate documentation be received by the RPB's administrative offices. The documentation should include copies of: (1) your letter of appointment, (2) notice of the meeting at which the appointment is confirmed by the municipality's legislative body, and (3) the minutes of said meeting.

If the appointment process is not complete by June 30, 2022, law provides that Atty. Smith will continue to serve until a successor is appointed.

I hope this letter and the enclosed job description provide some useful background. Please do not hesitate to talk with Atty. Smith or call me at (203) 859-8308.

Sincerely,

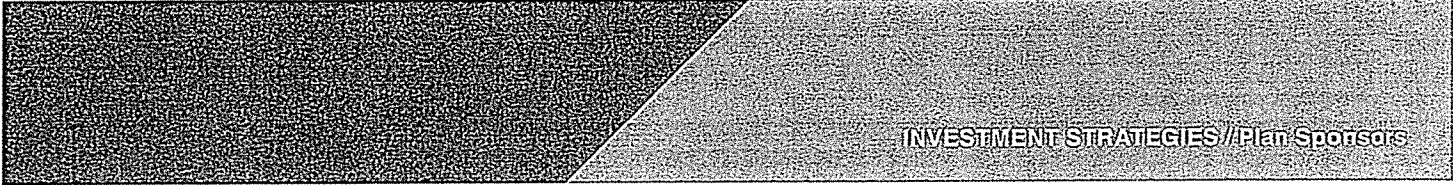
*Mario Ricoszi*

Mario Ricoszi  
RPB Chairman  
cc: Richard Smith, Esq.  
Enclosure: Job Description, Member, RPB

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# Mesirow 3(21) Fiduciary Partnership Service



INVESTMENT STRATEGIES // Plan Sponsors

Your role comes with a heavy burden of accountability for the investment options offered to plan participants. Fiduciaries that do not follow the basic standards of conduct may be personally liable to restore any losses to the plan, or to restore any profits made through improper use of the plan's assets resulting from their actions. By providing a thorough, well-documented process for investment selection and monitoring, Mesirow Financial's 3(21) Fiduciary Partnership Service helps to make your fiduciary duty more manageable.

## Fiduciaries maintain an important level of responsibility for their plan participants

Fiduciaries have important responsibilities and are subject to standards of conduct because they act on behalf of participants in a retirement plan and their beneficiaries. These responsibilities include:

- Acting solely in the interest of plan participants and their beneficiaries
- Carrying out their duties prudently
- Diversifying plan investments

The duty to act prudently is one of a fiduciary's central responsibilities under ERISA. It requires expertise in a variety of areas, such as investments.

## A fiduciary partnership service option

The first step toward meeting your fiduciary obligation is to understand the options offered under the Employee Retirement Income Security Act (ERISA). The level of fiduciary responsibility desired is a key element in determining which service is appropriate, and which shares or removes such obligation.

## 3(21) "Help me do it" – Investment advisory service under Section 3(21) of ERISA

Mesirow will:

- Assist in your fiduciary responsibilities with investment selection and monitoring
- Provide you with the Elite List – a broad menu of approved funds across many asset classes on a provider's platform for which Mesirow takes fiduciary responsibility

## 3(21) Fiduciary Partnership Service designed to support your needs

### Legal protection

Mesirow defends all claims within the scope of its fiduciary duty. Indemnification for plan sponsors is not subject to a liability cap<sup>1</sup>.

### Flexibility of solutions

Our easy-to-qualify 3(21) solution helps plan sponsors meet their 404(c) diversification requirements.

### Expertise

Mesirow is a pioneer of third-party fiduciary solutions leveraging more than 20 years of average industry experience within our team. By utilizing our PrecisionAlpha<sup>®</sup> process, a proprietary manager selection methodology, we can more accurately account for a manager's true potential for success and active level of risk.



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### Your deliverables

Mesirow signs an Advisory Services Agreement with the plan sponsor, clearly defining its role as a fiduciary. In addition, Mesirow provides a comprehensive set of deliverables and quarterly communication.

### Investment Policy Statement (IPS) template

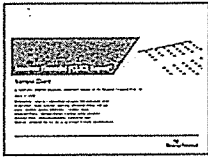
The IPS template provides a road map to document the general investment objectives of the retirement plan

### Elite List – 3(21)

Mesirow's Elite List provides a broad menu of approved funds across many asset classes for which Mesirow takes fiduciary responsibility.

### Quarterly reporting package

The quarterly package you will receive contains fund notices, market commentary and a detailed fund due-diligence report (Mesirow Financial POLICE Report®). This report provides an added layer of independent due diligence and monitors the following issues:



- P** Performance – ranks all investment options versus their appropriate peers
- O** Organization – tracks personnel and ownership changes
- L** Legal – discloses lawsuits, settlements, or regulatory issues
- I** Investment Policy – identifies changes in strategy and/or operations
- C** Consistent Style – pinpoints all style issues based on historical returns
- E** Expenses – compares fees to a peer group average to assess the competitiveness

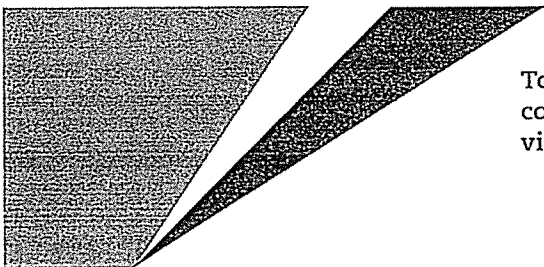
### About Mesirow Financial

Mesirow Financial Investment Strategies is committed to providing multiple solutions designed to help plan providers, plan sponsors, and advisors successfully achieve the intended outcome for their clients. Investment Strategies is an integral part of Mesirow Financial, an independent, diversified financial firm established in 1937.

Source: <https://www.dolfiduciaryrule.com/>

1 The specific legal protection offered by Mesirow Financial is governed by the agreement between Mesirow Financial and the plan sponsor. Nothing herein is intended to modify such agreement.

Mesirow Financial refers to Mesirow Financial Holdings, Inc. and its divisions, subsidiaries and affiliates. The Mesirow Financial name and logo are registered service marks of Mesirow Financial Holdings, Inc. © 2020, Mesirow Financial Holdings, Inc. All rights reserved. Some information contained herein has been obtained from sources believed to be reliable, but is not necessarily complete and its accuracy cannot be guaranteed. Any opinions expressed are subject to change without notice. Advisory Fees are described in Mesirow Financial Investment Management, Inc.'s Form ADV Part 2A. Mesirow Financial does not provide legal or tax advice. Advisory services offered through Mesirow Financial Investment Management, Inc. an SEC-registered investment advisor.



To learn more about how Mesirow can help you, please contact us at [fiduciaryinquiries@mesirowfinancial.com](mailto:fiduciaryinquiries@mesirowfinancial.com) or visit our website [mesirowinvestmentstrategies.com](http://mesirowinvestmentstrategies.com)

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## Mesirow Financial Investment Management, Inc Advisory Services Agreement

This Advisory Services Agreement (“**Agreement**”) is made and entered into as of the date identified on Exhibit A (“**Effective Date**”), by and between Mesirow Financial Investment Management, Inc., an Illinois corporation (“**MFIM**”), and the plan sponsor identified on Exhibit A (“**Plan Sponsor**”) with respect to the employee benefit plan identified on Exhibit A (“**Plan**”).

### **BACKGROUND**

Plan Sponsor is the fiduciary (as defined in Section 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) or, if the Plan is not subject to ERISA, as otherwise defined or designated by law or under the terms of the Plan’s governing documents) with respect to the Plan with the authority and responsibility under the Plan for selecting and monitoring the investment options to be offered under the Plan to Plan participants and beneficiaries (“**Participants**”). By separate agreement (“**Administrative Services Agreement**”), Plan Sponsor has engaged ICMA Retirement Corporation (“**Administrative Services Provider**”) to provide recordkeeping and other administrative services with respect to the Plan.

The Plan Sponsor has determined that it is in the best interest of the Plan and its Participants to retain MFIM to provide advisory services to assist the Plan Sponsor in selecting and monitoring the investment options offered under the Plan. MFIM is willing to perform the advisory services provided under the terms of this Agreement.

Based on the foregoing, the Plan Sponsor and MFIM agree as follows:

### **SECTION 1: SERVICES PROVIDED BY MFIM**

As described in this Agreement, MFIM shall assist the Plan Sponsor in the discharge of the Plan Sponsor’s duties with respect to the selection and monitoring of investment options under the Plan by providing the services described in this Agreement (the “**Services**”). MFIM shall provide the Plan Sponsor with the following Services:

#### **A. Investment Option Selection**

Pursuant to a Service Availability and Administrative Support Agreement between the Administrative Services Provider and MFIM, MFIM has developed a list or lists of investment options for consideration by the Plan Sponsor for inclusion in the Plan (“**Elite Lists**”). The Plan Sponsor understands and acknowledges that (i) the Elite Lists are limited to the asset classes and investment options available to the Plan through the Administrative Services Provider’s recordkeeping platform (the “**Platform**”) and (ii) the Elite Lists contain investment options categorized into asset classes to allow the Plan Sponsor to choose the appropriate asset classes and investment options for the Plan and its Participants (as determined by the Plan Sponsor). The Plan Sponsor acknowledges that it has reviewed the Elite Lists and has elected to use the Elite List shown on the investment option selection menu.

By including an investment option on an Elite List, MFIM has determined that: (i) the investment option is an appropriate investment option in that asset class for a qualified or tax-favored retirement plan, and (ii) the asset class represented by the investment option is appropriate for inclusion in a qualified or tax-favored retirement plan. Each Elite List will include a minimum of five asset classes (“**Core Asset Classes**”) that are intended to provide a

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broad range of investment alternatives for Participants. MFIM will identify which investment options on the Elite List meet the qualifications of the five Core Asset Classes.

To use the Services provided by MFIM hereunder, Plan Sponsor will determine the appropriate mix and number of asset classes and investment options to be made available under the Plan and agrees that it will select at least one investment option from and maintain investment options in each of the five Core Asset Classes on the Elite List. If Plan Sponsor fails to do so, then this Agreement will terminate immediately, notwithstanding any provision of this Agreement to the contrary.

**B. Investment Option Selection Guidelines**

To assist the Plan Sponsor in its selection of investment options, MFIM will provide general information to the Plan Sponsor on the number and type of investment options (e.g. active or passive investment management) for the Plan Sponsor to consider in selecting investment options for the Plan.

**C. Investment Option Monitoring and Summaries**

MFIM will review the performance of the investment options on the Elite Lists on a quarterly basis. Following the end of each calendar quarter, MFIM shall provide a summary of its quarterly review to the Administrative Services Provider for delivery to Plan Sponsor. The quarterly review will contain market commentary on the previous quarter and a review of the investment options on the Elite List within the Mesirow Financial POLICE Report<sup>®</sup>, MFIM's proprietary watch list report. The Administrative Services Provider has agreed to transmit the MFIM quarterly review to Plan Sponsor within sixty (60) days after the end of each quarter.

**D. Removal of Investment Options from Elite List**

If for any reason MFIM should find it necessary to remove an investment option from an Elite List, MFIM will issue a written notice outlining its reasons for removal of the investment option and the actions required by the Plan Sponsor and shall provide a copy of such written notice to Administrative Services Provider for delivery to Plan Sponsor. MFIM will continue to monitor any investment option removed from an Elite List for a 90-day period following the removal of the investment option. After the 90-day period, MFIM will have no obligation to continue monitoring the removed investment option and MFIM shall have no fiduciary responsibility with respect to the applicable investment option. If the Plan Sponsor determines that it will remove an investment option from the Plan, or add an investment option to the Plan, the Plan Sponsor understands that it must provide written direction and instructions to the Administrative Services Provider to implement such change in the Plan's investment line-up. Plan Sponsor will be solely responsible for determining whether to remove from the Plan any investment option removed from an Elite List and for selecting a replacement investment option on its Platform. Removal of any investment option from an Elite List shall not act as a direction to the Administrative Services Provider to remove the investment option as an available investment option. Whether any investment option removed from an Elite List continues to be available under the recordkeeping system will be determined solely in accordance with the terms of the contract between the Plan Sponsor and the Administrative Services Provider.

MFIM's authority and responsibility with respect to the Plan are as follows:

**E. MFIM's Fiduciary Status**

In performing the Services, MFIM is acting as a fiduciary as defined in Section 3(21)(A)(ii) of ERISA or, if the Plan is not subject to Title I of ERISA, MFIM is acting as a fiduciary to the

Plan according to the same standards as would apply if the Plan were subject to Title I of ERISA. MFIM shall discharge its duties and obligations hereunder in accordance with the standard of care applicable under ERISA, regardless of whether the Plan is subject to Title I of ERISA. In addition, if the Plan is not subject to Title I of ERISA, the parties agree that, for all purposes under this Agreement, the applicable ERISA standard of care (including relevant governmental regulations and judicial precedent) shall be the sole governing standard of care applicable to MFIM and the Services regardless of any state law that may apply to the Plan or the Plan Sponsor. MFIM will assume only the specific and limited fiduciary responsibility and liability attendant to the Services as set forth in this Agreement and will not be considered a fiduciary of the Plan for any other purpose.

**F. Construction of Elite Lists**

The Plan Sponsor understands and agrees that MFIM's responsibility and authority for the construction of the Elite Lists are limited to the asset classes and investment options available to the Plan through the Administrative Services Provider's Platform and MFIM is under no obligation, and has no authority under this Agreement or otherwise, to select other asset classes or investment options in constructing the Elite Lists. In constructing the Elite Lists, MFIM will not consider any investment in stock or other property of the Plan Sponsor or its affiliates, other individual securities, self-directed brokerage accounts or investments other than mutual funds or other collective fund vehicles offered through the Administrative Services Provider's Platform.

**G. Scope of Authority**

MFIM has no authority or responsibility with respect to: (i) the implementation of the Elite List by the Plan Sponsor; (ii) the selection, monitoring, retention, or termination of asset classes or investment options available through the Administrative Services Provider's Platform; (iii) the management (except for the Services), administration, valuation, or custody of Plan assets; (iv) the administration of the Plan and any trust funding such Plan or the execution of any transactions involving Plan assets; (v) the allocation of Plan assets among investment options; (vi) any investment decision of any nature whatsoever of the Plan Sponsor, another investment manager, Participant or other person with respect to the Plan or any account there under; (vii) the performance of any investment manager; (viii) the failure of any investment manager or fund manager to adhere to any of its policies and procedures governing investments; (ix) any change in value in any or all of the Plan's assets; (x) any suitability determination, except any such determination related to the construction of the Elite Lists; (xi) any matters related to any additional fees (other than MFIM's fees) charged to the Plan or the Participants for the use of the Elite List; and (xii) except for the construction of the Elite Lists, the diversification of the Plan's assets. The foregoing matters are solely the responsibility of the Plan Sponsor or its designated agents (other than MFIM) for such matters.

**H. Control of Elite Lists.**

MFIM will retain exclusive control and discretion with regard to the development and maintenance of the Elite Lists. MFIM will retain sole control and discretion over the development of any investment methodologies needed to develop and maintain the Elite Lists. All decisions regarding the composition of the Elite Lists will be solely the responsibility of MFIM based on the investment options available to the Plan through the Administrative Services Provider's Platform. MFIM will determine the Elite Lists through proprietary methodologies based on generally accepted investment principles. The investment methodologies used by MFIM in developing and maintaining the Elite Lists will be developed by MFIM independently and without regard to any potential benefit to the Administrative Services Provider, any other issuer of investment options available to the Plan or their affiliates.

MFIM will update and maintain any systems within a reasonable timeframe to ensure that they continue to meet generally accepted investment principles. The Administrative Services Provider will assist in communications between MFIM and Plan Sponsor but will not in any way influence or otherwise be responsible for the development of the Elite Lists by MFIM and will not modify any advice or information provided by MFIM.

**I. Results Not Guaranteed**

MFIM and its affiliates do not and cannot warrant the results that may be attained from the use of the Elite Lists by the Plan Sponsor. Nothing in this Agreement will be construed as making MFIM an insurer or guarantor of any benefit or result, financial or otherwise, as a result of the provision of the Elite Lists.

**SECTION 2: ACKNOWLEDGEMENTS OF PLAN SPONSOR**

Notwithstanding the Services provided under this Agreement, Plan Sponsor acknowledges, understands, and agrees that:

- A. MFIM has not provided assistance or exercised any discretion or authority, and will not provide assistance or exercise any discretion or authority, with respect to the Plan Sponsor's selection of the Administrative Services Provider or the overall line-up of investment options made available through the Administrative Services Provider's Platform.
- B. MFIM is responsible only for providing Plan Sponsor with the Services specifically set forth in this Agreement and not any other services.
- C. The Administrative Services Provider has agreed to provide certain administrative and other services to facilitate the delivery to Plan Sponsor of the Services provided by MFIM hereunder. MFIM's performance under this Agreement is conditioned upon its performance of those services by the Administrative Services Provider. The parties agree that in providing services to the Plan or the Plan Sponsor to facilitate the Services of MFIM, the Administrative Services Provider is not providing investment advice or otherwise acting as a fiduciary with respect to the Plan.
- D. MFIM may provide consulting and other services to the Administrative Services Provider with respect to various matters, including the services provided by the Administrative Services Provider relating to the availability of investment options offered to Plan Sponsor, as those Services are contemplated herein and for which MFIM receives compensation from the Administrative Services Provider.
- E. Services performed hereunder by MFIM will be based upon the information provided to MFIM by the Administrative Services Provider and Plan Sponsor, including, but not limited to, financial and other information relating to the investment options available under the Plan.
- F. Plan Sponsor agrees to review, at least annually, the demographic of the Plan or other information necessary to determine the appropriateness of the Elite List chosen and make changes as necessary.

**SECTION 3: FEES**

The fees for the Services of MFIM under this Agreement are incorporated in the bundled fee payable to the Administrative Services Provider at the rate specified in Exhibit A to this Agreement. Neither the Plan nor



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the Plan Sponsor will have any liability for additional fees payable to MFIM with respect to this Agreement. Plan Sponsor acknowledges and authorizes Administrative Services Provider to deduct and forward these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM. Plan Sponsor consents to Administrative Services Providers' permitting MFIM to review, on a confidential basis, the relevant books and records of Administrative Services Provider to determine that the fees owed to MFIM have been accurately determined.

#### SECTION 4: TERM AND TERMINATION

- A. **Term.** Unless otherwise terminated as described in this Section 4, this Agreement shall be for a term of one (1) year (the "Initial Term"), effective as of the first date assets are invested in funds offered through the Administrative Services Provider's Platform following the Effective Date of the Agreement, and shall be automatically renewed for additional one (1) year periods (each, a "Renewal Term").
- B. **Termination.** Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term, without reason, by providing the other party with thirty (30) business days' prior written notice. The fees payable to MFIM under Section 3 for the Services shall accrue through the effective date of the termination.

The termination of this Agreement shall have no effect on any Administrative Services Agreement between Plan Sponsor and the Administrative Services Provider. However, if such Administrative Services Agreement between the Plan Sponsor and the Administrative Services Provider terminates, then this Agreement shall also automatically terminate. This Agreement shall also automatically terminate in the event that the separate Service Availability and Administrative Support Agreement between MFIM and the Administrative Services Provider terminates.

#### SECTION 5: INDEMNIFICATION

- A. **Acts of Others.** Except as provided by ERISA (and in the case of a Plan Sponsor not covered by ERISA, applied to the same extent as if the Plan Sponsor were subject to ERISA) and this Agreement, MFIM will not be liable for the acts or omissions of any other person in respect of the Plan and its Participants, including, but not limited to, any acts or omissions of the Plan Sponsor and/or Administrative Services Provider.
- B. **Indemnity by the Plan Sponsor.** To the fullest extent permitted by applicable law, the Plan Sponsor shall have no obligation to indemnify, defend and hold MFIM and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the "Mesirow Indemnified Parties") harmless from and against any claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) ("Losses") to the extent such Losses arise directly from MFIM's (i) breach of its ERISA fiduciary duties in connection with the performance of Services hereunder, (ii) material breach of an obligation of MFIM under this Agreement that has a material adverse effect on the Plan or MFIM's ability to perform the Services hereunder, or (iii) gross negligence or willful misconduct in connection with the performance of Services hereunder.

The foregoing notwithstanding, the Plan Sponsor will, to the extent permitted by applicable law, indemnify, defend and hold the Mesirow Indemnified Parties harmless from and against any Losses arising from, out of or related to the Services or actions that are unrelated to Services

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provided by the Mesirow Indemnified Parties' as detailed under this Agreement, to the extent not attributable to an act or omission specified in the immediately preceding paragraph above.

- C. **Indemnity by MFIM.** MFIM will, indemnify, defend and hold the Plan Sponsor and its affiliates, members, directors, officers, shareholders, employees, representatives, agents (including, without limitation, financial advisors, brokers and other similar advisors), attorneys, successors and assigns (collectively, the "Plan Sponsor Indemnified Parties") harmless from and against any and all Losses (as defined in the immediately preceding paragraph) solely to the extent such Losses arise directly from MFIM's (i) breach of its ERISA fiduciary duties in connection with the performance of Services hereunder, (ii) material breach of an obligation of MFIM under this agreement that has a material adverse effect on the Plan or MFIM's ability to perform the Services hereunder, or (iii) gross negligence or willful misconduct in connection with the performance of Services hereunder. MFIM shall only be liable for Losses arising under clauses (i), (ii) or (iii) of the immediately preceding sentence and shall not be liable or have any obligation with respect to any other Losses or damages. MFIM makes no express or implied warranties, and expressly disclaims all warranties of merchantability or fitness for a particular purpose or use. Without limiting any of the foregoing, in no event shall MFIM have any liability for any special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. This paragraph shall survive the termination of this agreement. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Plan, a Participant or Plan Sponsor otherwise may have under ERISA or any securities law.
- D. **Prevailing Party.** Without in any way limiting the provisions of Section 6(C) of this Agreement, in the event of any litigation, action, claim or other proceeding between the parties, the prevailing party in such litigation, action, claim or other proceeding shall be entitled to recover attorney fees and all court costs.

## SECTION 6: GENERAL PROVISIONS

- A. **Form ADV.** MFIM is registered as an investment adviser under applicable federal law. Part II of MFIM's Form ADV contains additional information regarding MFIM and its services. A copy of MFIM's Form ADV Part II has been distributed to the Administrative Services Provider and the Administrative Services Provider has agreed to transmit this document to the Plan Sponsor in conjunction with the execution of this Agreement. The Plan Sponsor's signature hereunder acknowledges receipt of MFIM's Form ADV Part II.
- B. **Dispute Resolution.** Except in the event that injunctive relief is being sought, any dispute arising out of or related to the Agreement that is not settled promptly in the ordinary course of business or through senior management negotiations, shall be resolved through mandatory binding arbitration consistent with the terms of Paragraph C in this Section 6.
- C. **Binding Arbitration.** To the extent permitted by applicable law, except in the event that injunctive relief is being sought, any controversy or claim arising out of or relating to the Agreement or the breach hereof which cannot be settled by the parties pursuant to Paragraph B in this Section 6, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") as set forth herein. The parties shall endeavor to appoint a single arbitrator, and failing that, each party may select an arbitrator with knowledge of the types of Services provided for under this Agreement. Selection shall be completed within twenty (20) days of the receipt of a demand for arbitration. If either party fails to select an arbitrator within such twenty (20) day period, the one selected shall act as sole arbitrator. If two arbitrators have been selected, the two arbitrators selected

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shall select a third within fifteen (15) days after their selection. If they fail to do so, the third arbitrator shall be selected by the AAA. The arbitrators shall set a date of hearing no later than sixty (60) days from the date all arbitrators have been selected and shall enter a decision within thirty (30) day of the end of the proceeding. The arbitration proceeding shall take place in Chicago, Illinois. The award of any arbitration shall be final, conclusive, and binding on the parties hereto. The arbitrators may award any legal or equitable remedy. The arbitration award shall include an award of reasonable attorneys' fees to the prevailing party. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

- D. **Captions Not Determinative.** Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.
- E. **Independent Contractors.** MFIM and the Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between both parties.
- F. **Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.
- G. **Notice.** All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the appropriate address below:

With respect to any service or process or legal notice:

Mesirow Financial Investment Management, Inc.  
353 N. Clark Street  
Chicago, IL 60654  
Attn: Investment Strategies Group

Including a copy to MFIM General Counsel at:

Mesirow Financial  
353 N. Clark Street  
Chicago, IL 60654  
Attn: General Counsel

With respect to address changes, customer service, and notice of termination:

ICMA Retirement Corporation  
ATTN: Chris Baker  
777 North Capitol Street, NE  
Washington, DC 20002-4240

With respect to notice to Plan Sponsor:

The address and individual identified in the Exhibit A.

- H. **Severability.** In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable,

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in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

- I. **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- J. **Modification.** No representation or promise hereafter made, nor any modification or amendment of this Agreement shall be binding unless in writing and executed by duly authorized agents of both parties.
- K. **Counterparts.** This Agreement must be executed with the signature of Plan Sponsor and MFIM and may be executed in multiple counterparts, each of which shall be deemed binding for all purposes hereof.
- L. **Assignment.** Neither party may assign this Agreement nor any of the rights or obligations granted hereunder without the other party's prior written consent.
- M. **Governing Law.** Except to the extent preempted by Federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ARBITRATION PROCEEDINGS, SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN COOK COUNTY, ILLINOIS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN COOK COUNTY, ILLINOIS FOR ANY ACTION OR PROCEEDING.
- N. **Survival.** The terms of Section 3, Fees; Section 4, Term and Termination; Section 5, Indemnification; and Section 6, General Provisions shall survive the expiration or termination of this Agreement.
- O. **Authority.** The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- P. **Entire Agreement.** Any Exhibit to this Agreement is hereby incorporated into and forms a part of this Agreement. This Agreement, and any Exhibit hereto, constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, marketing materials, understandings, and representations, written or oral, with respect to the subject matter addressed herein. The "Background" included at the beginning of this Agreement is hereby incorporated into this Agreement by this reference thereto.
- Q. **Limitation.** Nothing in this Agreement shall limit any rights the Plan Sponsor may have under applicable securities laws.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have entered into this Advisory Services Agreement, and will be legally bound by it, as of the Effective Date; provided, however, that this Agreement shall not become so binding on MFIM unless and until a copy hereof executed by Plan Sponsor is submitted to MFIM.

Plan Sponsor Name: City of Milford

Signature: \_\_\_\_\_

Name: Peter A. Erodici, Jr.

Title: Director of Finance

Date: May 1, 2022

Mesirow Financial Investment Management, Inc.

Signature: Mike Annin

Name: Michael Annin

Title: Senior Managing Director

Effective as Dated by Plan Sponsor above

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Mesirow Financial Investment Management, Inc.  
Advisory Services Agreement

EXHIBIT A

Effective Date: May 1, 2022

Plan Sponsor Name: City of Milford  
(E.g. ABC Company)

Plan Name: City of Milford 457 Deferred Compensation Plan  
(E.g. ABC Company 401(k) Savings Plan)

ICMA-RC Plan Number: 300478

Fee:  
0.02% (2 basis points) on the first \$50 million of plan assets  
0.015% (1.5 basis points) on all plan assets above \$50 million

The above fee is incorporated in the bundled fee payable to the Administrative Services Provider, and neither the Plan nor the Plan Sponsor will have any liability for additional fees payable to MFIM with respect to this Agreement. Plan Sponsor acknowledges and authorizes Administrative Services Provider to pay these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM.

Notice to Plan Sponsor:

Name: City of Milford - Finance Department

Address: 70 West River Street  
Milford, CT 06460-3317

Attn: Peter A Erodici, Jr.

## Notes regarding the DESPP CLMRN License Agreement

1. On Page One: do not enter a date. DESPP will enter the date that the Commissioner executes the document.
2. On Page Two: enter the number of subscribers that will be added to the State's Land Mobile Radio Network.

additional sites. Maintenance costs for any such additional sites shall be the responsibility of the Town.

- D. The Town shall purchase all portable and mobile radios for \_\_\_\_ Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The Town shall provide compatible dispatch consoles, if desired.

3. Print two (2) copies of the Agreement and sign, preferably in blue ink.
4. Return the signed Agreements to the attention of Mark Gorka, Grants and Contracts Specialist, at:

State of Connecticut  
Division of Statewide Emergency Telecommunications  
1111 Country Club Road  
Middletown, CT 06457

5. An original, signed agreement will be sent back to the signatory.
6. If you have any questions regarding the Agreement, please contact Mark Gorka at:  
Phone: (860) 508-9684; Fax: (860) 685-8362  
E-mail: [mark.gorka@ct.gov](mailto:mark.gorka@ct.gov)

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**LICENSE AGREEMENT  
BY AND BETWEEN  
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION  
AND  
CITY OF MILFORD**

This License Agreement, made this day of \_\_\_\_\_, 2022, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter "DESPP"), acting herein by its Commissioner, James C. Rovella, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the City of Milford, acting herein by Benjamin G. Blake, its Mayor, duly authorized, hereinafter referred to as "the City" or "the Contractor", having a principal office at 110 West River Street, Milford, Connecticut 06460. This License Agreement ("AGREEMENT" or "Contract") is intended to set forth the parties' agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter "the CLMRN") by the City and use by the City of City-owned subscriber units for incorporation into the CLMRN.

**WITNESSETH:**

**WHEREAS**, DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

**WHEREAS**, DESPP wishes to encourage the shared use of the CLMRN in the State of Connecticut;

**WHEREAS**, the City wishes to share in the use of the CLMRN in order to efficiently improve public safety communications and enhance public safety;

**WHEREAS**, both DESPP and the City believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the City's borders and while providing mutual aid beyond the City's borders, while it provides such improved service at a greater value to taxpayers;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

**1. Effective Date and Term:**

This AGREEMENT shall be effective when all parties have executed it and all required approvals have been granted. This AGREEMENT may be modified upon the mutual written consent of the parties. The initial term of the AGREEMENT shall be for five years; renewable



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for four additional five-year terms. Each successive term shall automatically renew, unless the parties give two years' written notice.

**2. Authority to Enter into AGREEMENT:**

DESPP is authorized to enter into this AGREEMENT by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The City is authorized to enter into this AGREEMENT pursuant to its general powers provided under CGS § 7-148 et seq. and the City of Milford Charter.

**3. City's Responsibilities:**

- A. The City may only access the CLMRN while engaged in mutual aid with other public safety partners who are authorized CLMRN users. The City shall not add Fixed Network Equipment (FNE) such as additional sites or consoles.
- B. Prior to joining the CLMRN, the City shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, and subscriber devices/units.
- C. The City may only use DESPP-approved radios, with authorized and validated serial numbers, talk groups and radio ID's. A list of approved radios is available upon request. The City is responsible for the programming of its subscriber units. Before programming any subscriber units, the City shall provide a list of the radios, each identified by: vendor/service provider, manufacturer, model number, serial number, configuration, firmware release, flash version or operating version, and the template it proposes to use.
- D. The City shall purchase all portable and mobile radios for \_\_\_\_ City subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The City shall secure all necessary licensing fees for all City purchased and maintained equipment.
- F. The City shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios and other necessary equipment.
- G. The City may make further upgrades during the term of the AGREEMENT, provided that such upgrades are approved by DESPP.
- H. The City shall provide reasonable support to DESPP in managing the City's use of the CLMRN.

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- I. The City and DESPP shall mutually agree on an initial programming template and all subsequent changes for all subscriber units.
- J. The City agrees to hold and treat all subscriber programming information as confidential/public safety sensitive and will not release any information to any third-party without approval of DESPP, except as provided by law.

#### 4. DESPP's Responsibilities

- A. DESPP shall provide reasonable support to the City for the management of the CLMRN. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This AGREEMENT does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.
- B. DESPP shall make its best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the City's borders.
- C. DESPP shall review requests for additional subscriber units or talk groups from the City and consider the capacity of the overall system, the impact on system management, the desired grade of service as well as the system capacity in the geographic area of the City when rendering a decision on the request.
- D. DESPP agrees to resolve disputes between it and the City at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of the Division of Statewide Emergency Telecommunications (DSET) or designee and the chief elected official or designee.
- E. DESPP shall be responsible for the assignment of subscriber identification numbers and assignment of talk groups. DESPP is not responsible for the programming of subscriber units not owned by DESPP.
- F. DESPP shall provide access to the CLMRN without charging a user fee or subscriber fee for the entire duration of this AGREEMENT.

#### 5. Other Terms and Conditions:

- A. Subscriber unit coverage is not guaranteed and will vary from location to location. The City is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its desired coverage areas.

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- B. Private calling permits properly programmed radios to engage in "one-on-one" conversations. Only the initiating and target radios are able to communicate. Private calling can significantly tie up system resources. At the discretion of DESPP, certain subscriber units of the City may be permitted to access private calling, after DESPP makes a determination of the need and potential impact to the System.
- C. System keys for programming are authorized only to the City for the purposes as specified in this agreement. System keys are to remain in the possession of the designated City representative(s) at all times. When not in use, system keys shall be secured. System keys are subject to audit and will be issued for one year, renewable for the duration of the agreement.
- D. The programming of unauthorized talk groups will be considered a violation of this AGREEMENT and may result in the revocation of programming privileges.
- E. The City assumes responsibility and liability for programming of their subscribers and their proper functioning.
- F. Programming can be a complicated and time consuming process. The City represents that those that are permitted to program radios to be used on the CLMRN have attended and successfully demonstrated competence at manufacturer-level training for the subscribers to be used on the network.
- G. The City represents and warrants to DESPP that they have duly authorized execution and delivery of this AGREEMENT and the obligations assumed by them hereunder; that the City shall comply with all applicable state and federal laws and municipal ordinances in satisfying their obligations under and pursuant to this AGREEMENT; that the execution, delivery and performance of this AGREEMENT shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
- H. This AGREEMENT, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.
- I. This AGREEMENT contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- J. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this AGREEMENT.

- K. Any notices required or permitted under this AGREEMENT shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the City of Milford:  
 Mayor or designee  
 110 West River Street  
 Milford, CT 06460

As to the State of Connecticut:  
 Director of Statewide Emergency  
 Telecommunications or designee  
 1111 Country Club Road  
 Middletown, CT 06457

## 6. Executive Orders and Other Enactments

- A. All references in this AGREEMENT to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the AGREEMENT at any time during its term, or that may be made applicable to the AGREEMENT during its term. This AGREEMENT shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this AGREEMENT if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- B. This AGREEMENT is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this AGREEMENT as if they had been fully set forth in it.
- C. This AGREEMENT may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this AGREEMENT as if fully set forth in it.

## 7. Indemnification

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- A. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the AGREEMENT, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the AGREEMENT. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- B. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- C. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- D. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the AGREEMENT, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- E. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- F. This section shall survive the Termination of the AGREEMENT and shall not be limited by reason of any insurance coverage.
- G. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this AGREEMENT that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges.

This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgement of parties.

- H. "Claim" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

#### **8. Sovereign Immunity**

The parties acknowledge and agree that nothing in the Solicitation or the AGREEMENT shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the AGREEMENT. To the extent that this section conflicts with any other section, this section shall govern.

#### **9. Forum and Choice of Law**

The parties deem the AGREEMENT to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the AGREEMENT to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **10. Encryption of Data; Breach of Security or Loss**

- A. Contractor and Contractor Parties, at their own expense, shall encrypt any and all data that they come to possess or control, wherever and however stored or maintained, and which data the Department of Administrative Services Bureau of Enterprise Systems and Technology (BEST) or a Department, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols. The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.

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- B. The Contractor and Contractor Parties shall notify BEST, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection (a) above has been subject to a "data breach." For purposes of this Section, a "data breach" is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or possession of any or all of the data without prior written authorization from BEST or the Department.
- C. In addition to the notification requirements of subsection (b), should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to BEST, the Department and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:
1. Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
  2. Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
  3. Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
  4. Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from BEST, the Department or any State of Connecticut entity.

- D. The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Section just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.
- E. The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of BEST or a Department at law

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or in equity, the Contractor shall indemnify and hold harmless BEST, the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

## 11. Nondiscrimination

- A. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
  2. "Contract" and "contract" include any extension or modification of the Contract or contract;
  3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  4. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  5. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  6. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  7. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  8. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  9. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized



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Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- B. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- C. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

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Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- D. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- E. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- F. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- H. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

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manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES  
AND PUBLIC PROTECTION

Date \_\_\_\_\_

By \_\_\_\_\_

James C. Rovella  
Its Commissioner  
Duly Authorized

CITY OF MILFORD

Date \_\_\_\_\_

By \_\_\_\_\_

Benjamin G. Blake  
Its Mayor  
Duly Authorized

8e

MINUTES OF THE MEETING OF THE STATE BOND COMMISSION

Held in Room 1E, Legislative Office Building on March 31, 2022

**Present:**

Ned Lamont	Governor and Chairman
Jeffery Beckham	Acting Secretary of the Office of Policy and Management Secretary of the Commission
Margaret Chapple	Deputy Attorney General
Natalie Braswell	State Comptroller
Shawn T. Wooden	State Treasurer
Michelle Gilman	Commissioner of the Department of Administrative Services
John W. Fonfara	Senator and Co-chair of the Joint Standing Committee on Finance, Revenue and Bonding
Sean Scanlon	Representative and Co-chair of the Joint Standing Committee on Finance, Revenue and Bonding
Henri Martin	Senator and Ranking Member of the Joint Standing Committee on Finance, Revenue and Bonding
Holly Cheeseman	Representative and Ranking Member of the Joint Standing Committee on Finance, Revenue and Bonding

**Invited Co-Chairs/Ranking Members:**

Senator Marilyn Moore, Representative Dorinda Borer.

**Other Participants:**

Commissioner Nancy Navarretta, Cheryl Arora, Department of Mental Health and Addiction Services; Deputy Commissioner Mark Rolfe, Robert Card, Scott Hill, Jim Fallon, Gary Pescosolido, Department of Transportation; Andrew Hoskins, Dennis Thibodeau, Graham Stevens, Harrison Nantz, Department Energy and Environmental Protection; Deputy Commissioner Alexander Daum, Kyle Abercrombie, Department of Economic and Community Development; Deputy Commissioner Sharonda Carlos, Chris Iwanik, Department of Corrections; Scott McWilliams, Warren Schilling, Kevin Bronson, Department of Developmental Services; Commissioner Thomas J. Saadi, Joseph Danao, Briana Mitchell, Matthew Pellowski, Department of Veterans Affairs; State Librarian Deborah Schander, Connecticut State Library; Assistant Treasurer Sarah Sanders, Gregory Donovan, Richard Li, Bettina Bronisz, State Treasurer; Undersecretary Martin Heft, John Vittner, Paul Hinsch, Tom Fiore, Michael Proscino and Brian Tassinari, Office of Policy and Management.

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After a roll call confirming the presence of a quorum, as provided at the reorganization meeting of the Commission held on July 28, 1978, Governor Ned Lamont, as Chairman, called the meeting to order at 10:31 a.m. on Tuesday, March 31, 2022 and the Secretary of the Office of Policy and Management, as Secretary, recorded the minutes of the meeting.

Upon a motion made and duly seconded the minutes of the meeting held on December 21, 2021 were approved by roll call vote.

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SECTION 2 OF PUBLIC ACT NO. 21-111 OF THE GENERAL ASSEMBLY OF THE STATE OF CONNECTICUT, JANUARY 2021 SESSION, AS AMENDED, (AN ACT CONCERNING AUTHORIZATION OF BONDS OF THE STATE FOR CAPITAL IMPROVEMENTS AND OTHER PURPOSES)

Under Section 2 of Public Act No. 21-111 of the General Assembly of the State of Connecticut, January 2021 Session, as amended (the "Act"), there was filed with the Commission one or more requests, signed by or on behalf of the Secretary of the Office of Policy and Management or by or on behalf of an officer, department or agency referred to in the Act, dated March 31, 2022 and entitled: "Request No. 4 to the State Bond Commission Pursuant to Section 4 of Public Act No. 21-111 of the General Assembly of the State of Connecticut, January 2021 Session, as amended, for Authorization of \$500,000 Bonds of the State under Section 2 of said Act", in form and substance as required by law for authorization of bonds for the purposes described in Section 2 of the Act.

The Commissioner of the Department of Administrative Services or his designee then proceeded to explain and discuss with the Commission the items mentioned in the request or requests. After review of the items, it was voted to approve the same for the amount set forth below:

<u>REQUEST</u>	<u>PROJECT</u>	<u>BOND FUND ACCOUNT</u>	<u>AMOUNT</u>
4	(k)(3) Department of Mental Health and Addiction Services	17221	\$500,000
	Planning and design for replacement of Whiting Forensic Hospital at Connecticut Valley Hospital in Middletown		<u>\$500,000</u>

Thereupon there was submitted to the Commission, in writing, a proposed form of a resolution to authorize pursuant to Public Act No. 21-111 the issuance of the bonds referred to in the request and entitled "Resolution of the State Bond Commission Authorizing \$500,000 Bonds of the State of Connecticut Pursuant to Section 2 of Public Act No. 21-111 of the General Assembly of the State of Connecticut, January 2021 Session, as amended."

After review and discussion of the documents so filed and submitted and upon motion duly made, seconded and carried by unanimous vote, the Commission adopted the resolution as follows:

RESOLUTION OF THE STATE BOND COMMISSION AUTHORIZING \$500,000 BONDS OF THE STATE OF CONNECTICUT PURSUANT TO SECTION 2 OF PUBLIC ACT NO. 21-111 OF THE GENERAL ASSEMBLY OF THE STATE OF CONNECTICUT, JANUARY 2021 SESSION, AS AMENDED

The State Bond Commission of the State of Connecticut, existing under and by virtue of Section 3-20 of the General Statutes of Connecticut and consisting of the Governor, the Treasurer, the Comptroller, the Attorney General, the Secretary of the Office of Policy and Management, the Commissioner of the Department of Administrative Services and the Co-chairpersons and the ranking minority members of the Committee on Finance, Revenue and Bonding of the General Assembly, of the State,

DOES HEREBY FIND THAT there has been filed with the State Bond Commission one or more requests by or on behalf of the Secretary of the Office of Policy and Management of the State of Connecticut for the authorization of the bonds hereinafter mentioned, dated March 31, 2022 and entitled "Request No. 4 to the State Bond Commission Pursuant to Section 4 of Public Act No. 21-111 of the General Assembly of the State of Connecticut, January 2021 Session, as amended, for Authorization of \$500,000 Bonds of the State under Section 2 of said Act";

8e

<u>REQUEST NOS.</u>	<u>PROJECT</u>	<u>BOND FUND ACCOUNT</u>	<u>AMOUNT</u>
1621	To provide a grant-in-aid to the Regional YMCA of Western CT for the construction of new facilities to replace the old lodge building at Camp Greenknoll in Brookfield.  Allocation and Bond Authorization	13019	\$350,000
	<u>Department of Transportation</u>		
1622	To provide a grant-in-aid to the Town of Rocky Hill to update the Old Forge Road Bridge  Allocation and Bond Authorization	13019	\$500,000
1623	To provide a grant-in-aid to the City of Meriden to replace the traffic signals at West Main Street at Windsor Avenue and Centennial/Home Avenue.  Allocation and Bond Authorization	13019	\$600,000
1624	To provide a grant-in-aid to Town of Seymour for train station renovations and sidewalk improvements.  Allocation and Bond Authorization	13019	\$250,000
1625	To provide a grant-in-aid to the City of Norwalk for upgrades to improve safety and accommodate bicycles at the intersections of Wall Street at West Avenue, Belden Avenue, and Mott Avenue.  Allocation and Bond Authorization	13019	\$3,500,000
1626	To provide a grant-in-aid to the City of Middletown to fund a study to identify a feasible connection between the Air Line Trail and the Farmington Canal Trail.  Allocation and Bond Authorization	13019	\$500,000
1627	To provide a grant-in-aid to the City of Milford for the creation of a safe walkway along the Wepawaug River underneath the railroad crossing.  Allocation and Bond Authorization	13019	\$750,000

SECTIONS 12 THROUGH 19 OF PUBLIC ACT 21-111 OF THE GENERAL ASSEMBLY OF THE STATE OF CONNECTICUT, JANUARY 2021 SESSION, AS AMENDED, (AN ACT AUTHORIZING AND ADJUSTING BONDS OF THE STATE FOR CAPITAL IMPROVEMENTS, TRANSPORTATION AND OTHER PURPOSES, ESTABLISHING THE COMMUNITY INVESTMENT FUND 2030 BOARD, AUTHORIZING STATE GRANT COMMITMENTS FOR SCHOOL BUILDING PROJECTS AND MAKING REVISIONS TO THE SCHOOL BUILDING PROJECT STATUTES)

Under Sections 12 through 19 of Public Act 21-111 of the General Assembly of the State of Connecticut, January 2021 Session, as amended (the "Act"), there was filed with the Commission one or more requests, signed by or on behalf of the Secretary of the Office of Policy and Management or by or on behalf of an officer, department or agency referred to in the Act, dated July 23, 2021, and entitled: "Request Nos. 1, 2 and 3 to the State Bond Commission Pursuant to Section 15 of Public Act 21-111 of the General Assembly of the State of Connecticut, January 2021 Session, as amended, for Authorization of \$105,000,000 Bonds of the State for Purposes Described in Section 13 of said Act", in form and substance as required by law for authorization of bonds for the purposes described in Section 13 of the Act.

The Secretary of the Office of Policy and Management or designee then proceeded to explain and discuss with the Commission the items mentioned in the request or requests. After review of the items, it was voted<sup>3</sup> to approve the same for the amounts set forth below:

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<sup>3</sup> Representative Cheeseman voted No on Item 3.

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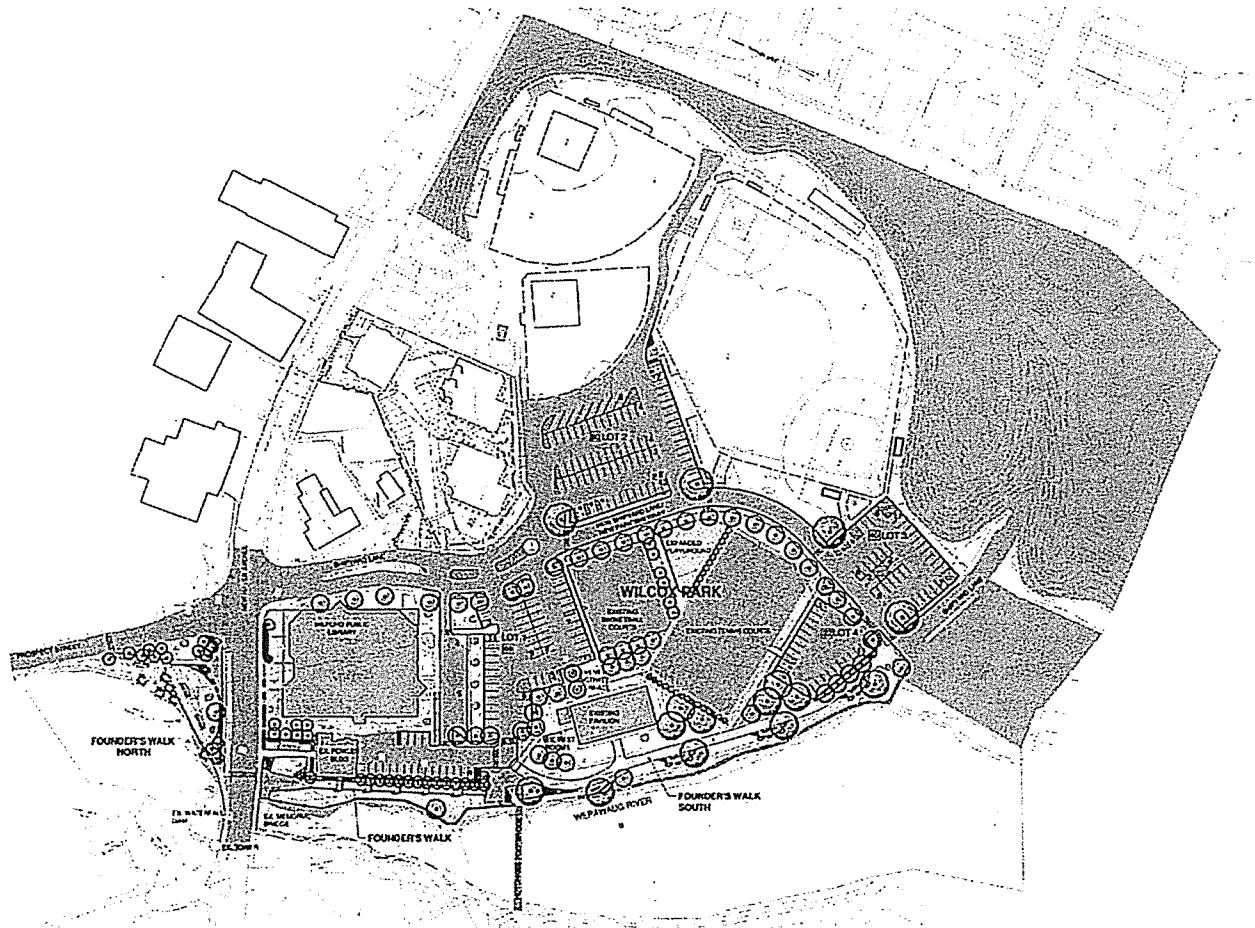
<u>REQUEST</u>	<u>PROJECT</u>	<u>BOND FUND</u> <u>ACCOUNT</u>	<u>AMOUNT</u>
1504	To provide a grant-in-aid to the Town of Manchester to preserve 102 acres of Lombardo Farm's farmland as open space for hiking, biking, skiing, community gardens, and a wildlife and plant habitat.	13019	\$300,000
1505	To provide a grant-in-aid to the City of Milford to redesign the roadway and parking lots at Wilcox Park and Founders Walk.	13019	\$1,500,000
1506	To provide a grant-in-aid to New Fairfield to finance the creation of a multi-use trail that would run between the north side of Margerie Reservoir and Route 37 from Peck Road in Danbury to the center of New Fairfield.	13019	\$484,000
1507	To provide a grant-in-aid to the Town of Newtown for the construction of a Sandy Hook memorial.	13019	\$2,500,000
1508	To provide a grant-in-aid to the City of Waterbury to replace the three broken water fountains at East Mountain Park.	13019	\$82,700
1509	To provide a grant-in-aid to the City of Waterbury to purchase a prebuilt restroom facility for Schofield (Bunker Hill) Park.	13019	\$350,000
1510	To provide a grant-in-aid to the City of West Haven to finance four playscapes for West Haven Alliance District Title 1 schools and the Glade Street neighborhood.	13019	\$430,000
	<u>Department of Economic and Community Development</u>		
1511	To provide a grant-in-aid to the city of Ansonia for the redevelopment and adaptive reuse of the Ansonia Copper & Brass Extrusion Mill facility.	13019	\$2,000,000
1512	To provide a grant-in-aid to the Town of Bethel for the expansion of Clarke Business Park to cover site construction costs for the development of 17.1 acres and 4 new commercial lots.	13019	\$635,017



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# Founder's Walk and Wilcox Park Master Plan

## Cost Estimate



March 31, 2017

**Richter & Cegan Inc.**

Landscape Architects and Urban Designers  
Avon Park North Box 567  
Avon, Connecticut 06001

**WESTCOTT AND MAPES, INC.**

Civil Engineering and Surveying  
142 Temple Street  
New Haven, CT 06510

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**RESOLUTION RE: CASH ADVANCE FOR  
WILCOX PARK AND FOUNDERS WALK GRANT-IN-AID**

**WHEREAS,** the Board of Aldermen has authorized the acceptance of the Wilcox Park and Founders Walk Grant-in-Aid in the amount of \$1,500,000 from the State of Connecticut, Department of Energy and 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 and Environmental Protection has selected the City of Milford as a recipient of the Wilcox Park and Founders Walk Grant-in-Aid, the Director of Finance is hereby authorized to advance cash from the General Fund in an amount not to exceed \$1,500,000;

2) Repayment to the General Fund shall be made immediately upon receipt of the Wilcox Park and Founders Walk Grant-in-Aid 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-in-aid.

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**RESOLUTION RE: CASH ADVANCE FOR  
WEPAWAUG RIVER WALKWAY GRANT-IN-AID**

**WHEREAS,** the Board of Aldermen has authorized the acceptance of the Wepawaug River Walkway Grant-in-Aid in the amount of \$750,000 from the State of Connecticut, Department of Transportation; 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 Transportation has selected the City of Milford as a recipient of the Wepawaug River Walkway Grant-in-Aid, the Director of Finance is hereby authorized to advance cash from the General Fund in an amount not to exceed \$750,000;

2) Repayment to the General Fund shall be made immediately upon receipt of the Wepawaug River Walkway Grant-in-Aid 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-in-aid.



## City of Milford


City Hall, 110 River Street, Milford, CT 06460

Phone 203 783 3201, Fax 203 783 3329

Website [www.ci.milford.ct.us](http://www.ci.milford.ct.us)

E-mail [mayor@ci.milford.ct.us](mailto:mayor@ci.milford.ct.us)

# Memorandum

**To:** Board of Finance  
**From:** Benjamin G. Blake, Mayor   
**Date:** May 17, 2022  
**Re:** Budget Memo Transfers

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I hereby recommend approval of Budget Memo Transfers #9 and #10, Fund 1005 and 2812. Meeting to take place on Monday, May 23, 2022 via Zoom.

**Virtual / Telephonic Meeting**  
**Dial-in Number: 1 929 205 6099**  
**Conference ID: 922 3629 8871**  
**Password: 407551**

**OR**

**Computer Access**

<https://us02web.zoom.us/j/92236298871?pwd=THISQWdXRFpQSzgzUE9KVktYM1pnUT09>

**Password: 407551**

bgb/lmm  
cc: City Clerk  
Press





**CITY OF MILFORD, CONNECTICUT**  
**GENERAL FUND**  
**TRANSFERS 9 & 10**  
**FISCAL YEAR 2021/2022**  
**JUSTIFICATIONS**

1. MGAT money needed in Government Cable Service account to cover expenses through FY22.
2. To cover shortfall in IT Division Overtime account.
3. To cover remainder of FY22 Heating costs in the Building Maintenance Department.
4. To fund fourth quarter intrusion monitoring and service calls in the Building Maintenance Department.
5. To cover Vehicle Repairs and Maintenance in Wastewater.
6. To replenish Waste Removal account to pay Synagro invoices for incineration of biosolids in the Wastewater Department.





# City of Milford, Connecticut

- Founded 1639 -

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

Office of  
Tax Collector

11 a.

To: Board of Aldermen

From: Cory Gumbrewicz  
Tax Collector

Date: June 6, 2022

Re: Refunds

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

**The Total Refunds for the June 6, 2022 meeting is \$27,934.36.**

Explanation of the attached computer printout is as follows:

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

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

City of Milford  
 Edit Daily Cash register report for Batch - 23700  
 Detail Report in Sequential Order  
 Interest Date 6/06/2022 Receipt Date 6/06/2022

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
1	410218	2020	M	ACAR LEASING LTD	-367.92	0.00	0.00	0.00	-367.92	0.00
				REFUND						
				Check:	-367.92					
				REF ACAR						
Total Bills: -367.92					Total Recv'd: -367.92		Change Due: 0.00			
2	410208	2020	M	ACAR LEASING LTD	-304.85	0.00	0.00	0.00	-304.85	0.00
				REFUND						
				Check:	-304.85					
				REF ACAR						
Total Bills: -304.85					Total Recv'd: -304.85		Change Due: 0.00			
3	24449	2020	R	90 HEENAN DRIVE LLC	-1,660.02	0.00	0.00	0.00	-1,660.02	0.00
				REFUND						
				Check:	-1,660.02					
				REF BANK OF AMERICA						
4	24449	2020	U	90 HEENAN DRIVE LLC	-151.08	0.00	0.00	0.00	-151.08	0.00
				REFUND						
				Check:	-151.08					
				REF BANK OF AMERICA						
Total Bills: -1,811.10					Total Recv'd: -1,811.10		Change Due: 0.00			
5	7744	2019	R	2-4 DANIEL STREET LLC	-2,056.06	0.00	0.00	0.00	-2,056.06	0.00
				REFUND						
				Check:	-2,056.06					
				REF ALI LAW FIRM						
Total Bills: -2,056.06					Total Recv'd: -2,056.06		Change Due: 0.00			
6	7744	2019	U	2-4 DANIEL STREET LLC	-335.55	0.00	0.00	0.00	-335.55	0.00
				REFUND						
				Check:	-335.55					
				REF ALI LAW						
Total Bills: -335.55					Total Recv'd: -335.55		Change Due: 0.00			
7	2321	2020	R	DEFRANCESCO EDWARD A &	-2,635.87	0.00	0.00	0.00	-2,635.87	0.00
				REFUND						
				Check:	-2,635.87					
				REF CONRADY M						
Total Bills: -2,635.87					Total Recv'd: -2,635.87		Change Due: 0.00			
8	2603	2020	R	PAVLICK VICTOR F &	-1,821.86	0.00	0.00	0.00	-1,821.86	0.00
				REFUND						
				Check:	-1,821.86					
				REF CORELOGIC						
9	2603	2019	R	PAVLICK VICTOR F &	-1,823.84	0.00	0.00	0.00	-1,823.84	0.00
				REFUND						
				Check:	-1,823.84					
				REF CORELOGIC						
Total Bills: -3,645.70					Total Recv'd: -3,645.70		Change Due: 0.00			

City of Milford  
 Edit Daily Cash register report for Batch - 23700  
 Detail Report in Sequential Order  
 Interest Date 6/06/2022 Receipt Date 6/06/2022

<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>	
10	222	2020	R	EDGEWATER DOCKS LLC	-302.16	0.00	0.00	0.00	-302.16	0.00	
REFUND											
Check:					-302.16						
REF DINESON CLIFF											
Total Bills:					-302.16	Total Recv'd:		-302.16	Change Due:		0.00
12	903035	2020	S	FALCON VALERIE	-30.32	-0.18 *	0.00	0.00	-30.50	0.00	
REFUND											
Check:					-30.50						
REF FALCON VALERIE											
Total Bills:					-30.50	Total Recv'd:		-30.50	Change Due:		0.00
13	4543	2020	R	CROSBY MARLENE JANE EST	-2,846.70	0.00	0.00	0.00	-2,846.70	0.00	
REFUND											
Check:					-2,846.70						
REF GONSKI MARCY											
Total Bills:					-2,997.78	Total Recv'd:		-2,997.78	Change Due:		0.00
14	4543	2020	U	CROSBY MARLENE JANE EST	-151.08	0.00	0.00	0.00	-151.08	0.00	
REFUND											
Check:					-151.08						
REF GONSKI MARCY											
Total Bills:					-2,997.78	Total Recv'd:		-2,997.78	Change Due:		0.00
15	427015	2020	M	GUASTAFERRI MARK	-53.85	-0.42 *	0.00	0.00	-54.27	0.00	
REFUND											
Check:					-54.27						
REF GUASTAFERRI M											
Total Bills:					-54.27	Total Recv'd:		-54.27	Change Due:		0.00
16	905007	2020	S	KHALID MECCA A	-33.45	-1.01 *	0.00	0.00	-34.46	0.00	
REFUND											
Check:					-34.46						
REF KHALID MECCA											
Total Bills:					-34.46	Total Recv'd:		-34.46	Change Due:		0.00
17	432828	2020	M	KORKMAZ ALI	-66.74	0.00	0.00	0.00	-66.74	0.00	
REFUND											
Check:					-66.74						
REF KORKMAZ ALI											
Total Bills:					-66.74	Total Recv'd:		-66.74	Change Due:		0.00
18	6674	2017	R	KRANZ COLLEEN E	-3,408.96	0.00	0.00	0.00	-3,408.96	0.00	
REFUND											
Check:					-3,408.96						
REF KRANZ COLLEEN											
Total Bills:					-3,408.96	Total Recv'd:		-3,408.96	Change Due:		0.00
19	23018	2020	R	MARCUS MICHAEL N & MARILYN & SURV	-296.96	0.00	0.00	0.00	-296.96	0.00	
REFUND											
Check:					-296.96						
REF NEIL CRANE LAW											

City of Milford  
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<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>
Total Bills: -296.96					Total Recv'd: -296.96		Change Due: 0.00			
20	435276	2020	M	LUZZI LINDA ANN	-86.54	0.00	0.00	0.00	-86.54	0.00
REFUND										
Check: -86.54										
REF LUZZI PATRICK										
Total Bills: -86.54					Total Recv'd: -86.54		Change Due: 0.00			
21	435277	2020	M	LUZZI PATRICK J JR	-128.71	0.00	0.00	0.00	-128.71	0.00
REFUND										
Check: -128.71										
REF LUZZI PATRICK										
Total Bills: -128.71					Total Recv'd: -128.71		Change Due: 0.00			
22	435279	2020	M	LUZZI PATRICK J JR	-79.35	0.00	0.00	0.00	-79.35	0.00
REFUND										
Check: -79.35										
REF LUZZI PATRICK										
Total Bills: -79.35					Total Recv'd: -79.35		Change Due: 0.00			
23	6582	2020	R	MASTROIANNI PATRICK P & LINDA R & S	-50.49	0.00	0.00	0.00	-50.49	0.00
REFUND										
Check: -50.49										
REF MASTROANNI P										
Total Bills: -50.49					Total Recv'd: -50.49		Change Due: 0.00			
24	905865	2020	S	MATTHEWS EDWARD A	-52.20	0.00	0.00	0.00	-52.20	0.00
REFUND										
Check: -52.20										
REF MATTHEWS EDWARD										
Total Bills: -52.20					Total Recv'd: -52.20		Change Due: 0.00			
25	640216	2017	M	MUDRICK ROBIN P	-156.96	0.00	0.00	0.00	-156.96	0.00
REFUND										
Check: -156.96										
REF MUDRICK ROBIN										
27	440386	2020	M	NISSAN INFINITI LT	-235.88	0.00	0.00	0.00	-235.88	0.00
REFUND										
Check: -235.88										
REF NISSAN										
Total Bills: -235.88					Total Recv'd: -235.88		Change Due: 0.00			
28	440700	2020	M	NISSAN INFINITI LT	-294.58	0.00	0.00	0.00	-294.58	0.00
REFUND										
Check: -294.58										
REF NISSAN										
29	906686	2020	S	NISSAN INFINITI LT LLC	-46.17	0.00	0.00	0.00	-46.17	0.00
REFUND										
Check: -46.17										
REF NISSAN										

City of Milford  
 Edit Daily Cash register report for Batch - 23700  
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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: -340.75					Total Recv'd: -340.75		Change Due: 0.00			
30	15083	2020	R	MURPHY THOMAS B & REFUND	-9.88	0.00	0.00	0.00	-9.88	0.00
				Check: -9.88 REF POTKAY EILEEN						
Total Bills: -9.88					Total Recv'd: -9.88		Change Due: 0.00			
31	7136	2018	P	ADVANCE STORES COMPANY INC REFUND	-53.42	0.00	0.00	0.00	-53.42	0.00
				Check: -53.42 REF RYAN LLC						
Total Bills: -53.42					Total Recv'd: -53.42		Change Due: 0.00			
32	747900	2018	M	SABATINO ELSIE J REFUND	-6.37	0.00	0.00	0.00	-6.37	0.00
				Check: -6.37 REF SABATINO ELSIE						
Total Bills: -6.37					Total Recv'd: -6.37		Change Due: 0.00			
33	10705	2018	R	JJV LLC REFUND	-2,207.24	0.00	0.00	0.00	-2,207.24	0.00
				Check: -2,207.24 REF SACHEM CAPITAL						
34	10705	2018	U	JJV LLC REFUND	-161.76	0.00	0.00	0.00	-161.76	0.00
				Check: -161.76 REF SACHEM CAPITAL						
Total Bills: -2,369.00					Total Recv'd: -2,369.00		Change Due: 0.00			
35	15629	2018	R	KAWRA KENNETH F & GINA REFUND	-2,203.22	0.00	0.00	0.00	-2,203.22	0.00
				Check: -2,203.22 REF WELLS FARGO						
36	15629	2018	U	KAWRA KENNETH F & GINA REFUND	-161.76	0.00	0.00	0.00	-161.76	0.00
				Check: -161.76 REF WELLS FARGO						
Total Bills: -2,364.98					Total Recv'd: -2,364.98		Change Due: 0.00			
37	7806	2018	R	PAGLIA JOSEPH REFUND	-1,742.83	0.00	0.00	0.00	-1,742.83	0.00
				Check: -1,742.83 REF WELLS FARGO						
38	7806	2018	U	PAGLIA JOSEPH REFUND	-161.76	0.00	0.00	0.00	-161.76	0.00
				Check: -161.76 REF WELLS FARGO						
Total Bills: -1,904.59					Total Recv'd: -1,904.59		Change Due: 0.00			

City of Milford  
 Edit Daily Cash register report for Batch - 23700  
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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
39	19850	2020	R	WILCOX ROBB H & REFUND	-6.55	0.00	0.00	0.00	-6.55	0.00
				Check: -6.55						
				REF WILCOX ROBB						
Total Bills:		-6.55		Total Recv'd:	-6.55		Change Due:		0.00	
40	455135	2020	M	WILLEY CHRISTOPHER REFUND	-778.73	-9.34 *	0.00	0.00	-788.07	0.00
				Check: -788.07						
				REF WILLEY CHRIS						
Total Bills:		-788.07		Total Recv'd:	-788.07		Change Due:		0.00	
42	456266	2020	M	ZONA ALEXIS B REFUND	-316.86	-14.26 *	0.00	0.00	-331.12	0.00
				Check: -331.12						
				REF ZONA ALEXIS						
Total Bills:		-331.12		Total Recv'd:	-331.12		Change Due:		0.00	
43	440175	2020	M	NISSAN INFINITI LT REFUND	-169.82	0.00	0.00	0.00	-169.82	0.00
				Check: -169.82						
				REF NISSAN						
Total Bills:		-169.82		Total Recv'd:	-169.82		Change Due:		0.00	
44	410257	2020	M	ACAR LEASING LTD REFUND	-322.72	0.00	0.00	0.00	-322.72	0.00
				Check: -322.72						
				REF ACAR						
Total Bills:		-322.72		Total Recv'd:	-322.72		Change Due:		0.00	
45	740109	2018	M	MUDRICK ROBIN P REFUND	-91.16	-36.92 *	0.00	0.00	-128.08	0.00
				Check: -128.08						
				REF MUDRICK ROBIN						
Total Bills:		-128.08		Total Recv'd:	-128.08		Change Due:		0.00	

Starting Cash in Drawer	0.00
Total Cash Received	0.00
Total Cash in Drawer	0.00
Total Amount in Checks	-27,934.36
Total Amount in Credit	0.00
Total Amount in Drawer	-27,934.36
Total Adjustments	0.00
Total Refunds	-27,934.36
Total Suspense	0.00

\*= Interest Override

<u>Year</u>	<u>TYPE</u>	<u>DIST</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Collected</u>
2017	M MOTOR VEHICLE	1 Payment(s)	-156.96	0.00	0.00	0.00	-156.96
2017	R REAL ESTATE	1 Payment(s)	-3,408.96	0.00	0.00	0.00	-3,408.96
<u>2017 TOTAL</u>		<u>2 Payment(s)</u>	<u>-3,565.92</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-3,565.92</u>
2018	M MOTOR VEHICLE	2 Payment(s)	-97.53	-36.92	0.00	0.00	-134.45
2018	P PERSONAL PROPERTY	1 Payment(s)	-53.42	0.00	0.00	0.00	-53.42
2018	R REAL ESTATE	3 Payment(s)	-6,153.29	0.00	0.00	0.00	-6,153.29
2018	U SEWER USE	3 Payment(s)	-485.28	0.00	0.00	0.00	-485.28
<u>2018 TOTAL</u>		<u>9 Payment(s)</u>	<u>-6,789.52</u>	<u>-36.92</u>	<u>0.00</u>	<u>0.00</u>	<u>-6,826.44</u>
2019	R REAL ESTATE	2 Payment(s)	-3,879.90	0.00	0.00	0.00	-3,879.90
2019	U SEWER USE	1 Payment(s)	-335.55	0.00	0.00	0.00	-335.55
<u>2019 TOTAL</u>		<u>3 Payment(s)</u>	<u>-4,215.45</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-4,215.45</u>
2020	M MOTOR VEHICLE	13 Payment(s)	-3,206.55	-24.02	0.00	0.00	-3,230.57
2020	R REAL ESTATE	9 Payment(s)	-9,630.49	0.00	0.00	0.00	-9,630.49
2020	S SUPPLEMENTAL MVD	4 Payment(s)	-162.14	-1.19	0.00	0.00	-163.33
2020	U SEWER USE	2 Payment(s)	-302.16	0.00	0.00	0.00	-302.16
<u>2020 TOTAL</u>		<u>28 Payment(s)</u>	<u>-13,301.34</u>	<u>-25.21</u>	<u>0.00</u>	<u>0.00</u>	<u>-13,326.55</u>
		<b>42 Payment(s)</b>	<b>-27,872.23</b>	<b>-62.13</b>	<b>0.00</b>	<b>0.00</b>	<b>-27,934.36</b>