



# City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati  
City Clerk

70 West River Street  
Milford, CT 06460-3364

**AGENDA**  
**BOARD OF ALDERMEN**  
**January 8, 2024 - 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 December 4, 2023.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations
6. Mayor's Report

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

Aging, Milford Council on, two-year term expiring 12/31/25

(D) Stephen Beres, 339 Meadowside Road, Unit A, 06460, reappointment

(D) Benjamin D. Gettinger, 93 Thompson Street, 06460, reappointment

(R) Shirley A. Serrano, 36 Meetinghouse Lane, 06460, reappointment

(R) John C. Drapp III, 41 Jackson Drive, 06460, reappointment

Conservation Commission, three-year term expiring 12/31/26

(D) Cheryl B. Cappiali, 234 Grinnell Street, 06461, reappointment

(D) Claire Casey, 86 Governors Avenue, 06460, reappointment

(U) Catherine Williams, 121 Hilltop Circle, 06460, reappointment

(U) Abigail Bernstein, 519 West River Street, 06461, new appointment, term to expire 12/31/25

Inland Wetlands Agency, three-year term expiring 12/31/26

(R) Brian Black, 21 Milford Chase, 06461, new appointment

Milford Redevelopment & Housing Partnership, five-year term expiring 12/31/28

(R) Samuel S. Bergami III, 16 Mayflower Court, 06460, reappointment

Veterans Graves Preservation Commission, 1-yr term expiring 12/31/24

(U) Thomas Cody, Jr., 13 Dock Road, 06460, reappointment

(R) Patrick Tokarz, 155 Castle Lane, 06460, reappointment

7. Unfinished Business: None

8. New Business:

(8a) Board of Aldermen approval is hereby requested of the following Mayor's Appointments to the Boards and Commissions:

Board of Assessment Review, three-year term expiring 12/31/26

(D) Henry B. Healey, 115 Bayshore Drive, 06460, reappointment

(R) Richard C. LoPresti, 118 Gulf Street, Unit 13, 06460, reappointment

(I) Sarah Lebov, 75 Anchorage Drive, 06460, reappointment

Alternates: one-year term expiring 12/31/24

(R) Richard Vizziello, 85 Barton Road, 06460, reappointment

(U) Luke S. Porto, 589 North Street, 06461, reappointment

Building Code Board of Appeals, five-year term expiring 12/31/28

(R) John Wojnarowski, 19 Aberdeen Way, 06461, reappointment

(R) Scott J. Monforte, 39 Baker Street, 06461, new appointment, term to expire 12/31/24

(R) Robert Tschilske, 26 Covington Drive, 06461, new appointment, term to expire 12/31/25

Civil Service Commission, three-year term expiring 12/31/26

(R) Janice Tantimonico, 70 Sassacus Drive, 06461, reappointment

(U) Twig Holland, 2 Gulfview Court, 06460, reappointment

Finance, Board of, three-year term expiring 12/31/26

(R) Brian Nethercott, 15 Randolph Farm Road, 06461, new appointment

Fire Commission, three-year term expiring 12/31/26

(U) William A. Brennan, 51 Milford Point Road, 06460, reappointment

(R) Vincent J. Averaimo, 306 Housatonic Drive, 06460, new appointment

Golf Course Commission, three-year term expiring 12/31/26  
 (D) Ralph Mayo, Jr., 38 West Main Street, Unit 3, 06460, reappointment  
 (D) Kathryn L. Hurley, 46 Bedford Avenue, 06460, reappointment  
 (R) John H. O'Connell, 17 Ann Street, 06460, reappointment

Harbor Management Commission, five-year term expiring 12/31/28  
 (D) Robert M. Brennan, 984 East Broadway, 06460, reappointment

Board of Health, three-year term expiring 12/31/26  
 (R) Ellen Monforte, 39 Baker Street, 06461, new appointment

Historic Preservation Commission, five-year term expiring 12/31/28  
 (U) Erik J. Johnson, 40 Benson Street, 06460, reappointment  
 (D) Amelia Mower, 4 Partridge Lane, 06460, reappointment

Housing Code Board of Appeals, five-year term expiring 12/31/28  
 (R) James McMellon, 173 Red Root Lane, 06461, reappointment  
 (R) Scott J. Monforte, 39 Baker Street, 06461, new appointment, term to expire 12/31/26  
 (R) Frank Fanelli III, 192 Merwin Avenue, 06460, new appointment, term to expire 12/31/27

Library Board, three-year term expiring 12/31/26  
 (R) Linda Creedon, 3 Flax Mill Lane, 06461, reappointment  
 (D) Alice F. Oliver, 404 Gulf Street, 06460, reappointment  
 (R) Constance Cuneo Gaynor, 60 Seventh Avenue, 06460, new appointment

Park, Beach & Recreation Commission, three-year term expiring 12/31/26  
 (R) Scott J. Monforte Sr., 39 Baker Street, 06460, new appointment  
 (R) Anthony Candido, 4 Topfield Road, 06460, new appointment

Police Commission, three-year term expiring 12/31/26  
 (R) Samuel Bergami, Jr., 310 Tanglewood Circle, 06461, reappointment  
 (D) David "Chip" Rubenstein, 38 Bayshore Drive, 06460, reappointment  
 (R) James Richetelli, Jr., 44 Castle Lane, 06460, new appointment, term to expire 12/31/24

Sewer Commission, three-year term expiring 12/31/26  
 (R) Daniel Spicer, 101 Yale Avenue, 06460, new appointment

Transit District, four-year term expiring 12/31/27  
 (U) Ilya Eliashevsky, 225 Gulf Street, 06460, reappointment

Advisory Board, two-year term expiring 12/31/25  
 (D) Nija Phelps, 1264 Naugatuck Avenue, 06461, reappointment

(R) Nicholas Ricci, 159 Burnt Plains Road, 06461, new appointment

Tree Commission, three-year term expiring 12/31/26

(R) James T. Malaney, 64 Wilcox Road, 06460, reappointment

(D) Kelly Miller, 100 Viscount Drive, Apt. C-4, 06460, reappointment

Veterans, Ceremony, and Parade Commission, three-year term expiring 12/31/26

(R) John T. Jansen, 22 Russell Road, 06460, (Citizen Representative), reappointment

(U) Francisco Rodriguez, 69B Robert Treat Drive, 06460 (Citizen Representative), reappointment

Zoning Board of Appeals, five-year term expiring 12/31/28

(R) Andrew P. King, 32 Cedarhurst Lane, 06461, new appointment

(8b) Board of Aldermen approval is requested per the attached Listing and Marketing Commission Agreement between the City of Milford and Brindlee Mountain Fire Apparatus and to authorize the Mayor and Fire Chief to take all steps necessary, including signing all documents, to effectuate said agreement.

(8c) Board of Aldermen approval is requested for the attached Golf Course Operation and Management Agreement and to authorize the Mayor, City Attorney and Golf Commission Chairman to take all steps necessary, including signing all documents, to effectuate said agreement.

(8d) Board of Aldermen approval is requested for the attached Declaration of Reciprocal Easements Agreement between the City of Milford and 51 Roses Mill LLC for property located at 51-53 Roses Mill Road, and the authorize the Mayor and City Attorney to take all steps necessary to effectuate said easement.

(8e) Board of Aldermen approval is requested for the attached City of Milford Community Rating System (CRS) PPI Program for Public Information and Annual Progress Report on Implementation of Credited Plan and to authorize the Mayor, Open Space Manager, Floodplain Administrator and Inland/Wetlands Agent to take all steps necessary, including signing all documents, to effectuate said program.

(8f) Appointments:

Animal Shelter Commission:

(R) Kimberly Jenkins, 5 Mill Pond Close, 06460, New appointment- Term to expire 12/31/28

Flood & Erosion Control Board:

(U) Michael Zabinski, 102 Shorefront, 06460, Reappointment- Term to expire 12/31/28

(D) John R. Casey, Jr. 93 Wilcox Road, 06460, Reappointment- Term to expire 12/31/28

Historic District Commission:

(U) Suzanne Whittaker, 525 Milford Point Road, 06460, Reappointment- Term to expire 01/01/29

Alternate:

(D) Linda B. Stephenson, 69 Elaine Road, 06460, Reappointment- Term to expire 01/01/29

Historic District (South of the Green):

(U) Walter Ortoleva, 244 Seaside Avenue, 06460, Reappointment - Term to expire 01/01/29

Human Services, Milford Department Of:

(R) Melissa Tranquilli, 105 Red Bush Lane, 06461, Reappointment – Term to expire 12/31/26

(D) Mallory Nugent, 90 Barton Road, 06460, Reappointment – Term to expire 12/31/26

Inland Wetlands Agency:

(D) Brendan J. Magnan, 153 Rogers Avenue, 06460, Reappointment – Term to expire 12/31/26

(R) Nicholas Ricci, 159 Burnt Plains Road, 06461, New Appointment- Term to expire 12/31/26

Milford Government Access Television (MGAT):

(U) Nicole Servas, 29 Musket Hill Lane, 06461, Reappointment- Term to expire 12/31/25

(R) Erik Smith, 2 Glenwood Avenue, 06460, New Appointment – Term to expire 12/31/24

(R) Katie Martino, 41 Jackson Drive, 06460, New Appointment- Term to expire 12/31/24

Pension And Retirement Board:

(R) Christopher McKenna, 24 Rose Street, 06460, Reappointment – Term to expire 12/31/26

(R) Christian McInnis, 60 Point Lookout, 06460, Reappointment – Term to expire 12/31/26

(D) Anne Marie Kindley, 94 Sixth Avenue, 06460, Reappointment – Term to expire 12/31/26

(R) Jerry Farina, 31 Bonsilene Street, 06460, Reappointment – Term to expire 12/31/25

(U) David A. Ellison, 20 Ward Street, 06460, New Appointment - Term to expire 12/31/25

Alternate:

(D) Jes Kraus, 76 Ranch Road, 06460, New appointment – Term to expire 12/31/26

(D) Elizabeth Branna Maurer, 22 Norway Street, 06460, New appointment – Term to expire 12/31/26

(R) Frank Musante, 26 Covington Drive, 06461, New Appointment – Term to expire 12/31/26

9. New Business not on the Agenda which may be introduced by a two-thirds (2/3) vote of those present and voting.
10. Budget Memo Transfers: None
11. Refunds List
  - a. Consideration of Refunds in the amount of \$14,717.26.
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.

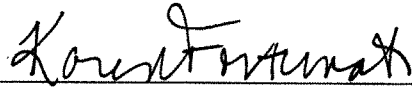
- u. Liaison Sub-Committee Fire Commission
- v. Liaison Sub-Committee - Police Commission
- w. Permanent School Facility Building Committee

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

- a. Consideration of settlement of HIT Portfolio II Owner, LLC v. City of Milford  
Re: 129 Plains Road
- b. Consideration of settlement of Target Corporation v. City of Milford  
Re: 1191 Boston Post Road

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 3rd day of  
January 2024

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

January 3, 2024

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

Dear Mr. Vetro:

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

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

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(D) Stephen Beres, 339 Meadowside Road, Unit A, 06460, reappointment

(D) Benjamin D. Gettinger, 93 Thompson Street, 06460, reappointment

(R) Shirley A. Serrano, 36 Meetinghouse Lane, 06460, reappointment

(R) John C. Drapp III, 41 Jackson Drive, 06460, reappointment

Conservation Commission, three-year term expiring 12/31/26

(D) Cheryl B. Cappiali, 234 Grinnell Street, 06461, reappointment

(D) Claire Casey, 86 Governors Avenue, 06460, reappointment

(U) Catherine Williams, 121 Hilltop Circle, 06460, reappointment

(U) Abigail Bernstein, 519 West River Street, 06461, new appointment, term to expire 12/31/25

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(R) Samuel S. Bergami III, 16 Mayflower Court, 06460, reappointment

Veterans Graves Preservation Commission, 1-yr term expiring 12/31/24

(U) Thomas Cody, Jr., 13 Dock Road, 06460, reappointment

(R) Patrick Tokarz, 155 Castle Lane, 06460, reappointment

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 of the following Mayor's Appointments to the Boards and Commissions:

Board of Assessment Review, three-year term expiring 12/31/26

- (D) Henry B. Healey, 115 Bayshore Drive, 06460, reappointment
  - (R) Richard C. LoPresti, 118 Gulf Street, Unit 13, 06460, reappointment
  - (I) Sarah Lebov, 75 Anchorage Drive, 06460, reappointment
- Alternates: one-year term expiring 12/31/24
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  - (U) Luke S. Porto, 589 North Street, 06461, reappointment

Building Code Board of Appeals, five-year term expiring 12/31/28

- (R) John Wojnarowski, 19 Aberdeen Way, 06461, reappointment
- (R) Scott J. Monforte, 39 Baker Street, 06461, new appointment, term to expire 12/31/24
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- (R) Janice Tantimonico, 70 Sassacus Drive, 06461, reappointment
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- (R) Brian Nethercott, 15 Randolph Farm Road, 06461, new appointment

Fire Commission, three-year term expiring 12/31/26

- (U) William A. Brennan, 51 Milford Point Road, 06460, reappointment
- (R) Vincent J. Averaimo, 306 Housatonic Drive, 06460, new appointment

Golf Course Commission, three-year term expiring 12/31/26

- (D) Ralph Mayo, Jr., 38 West Main Street, Unit 3, 06460, reappointment
- (D) Kathryn L. Hurley, 46 Bedford Avenue, 06460, reappointment
- (R) John H. O'Connell, 17 Ann Street, 06460, reappointment

Harbor Management Commission, five-year term expiring 12/31/28

- (D) Robert M. Brennan, 984 East Broadway, 06460, reappointment

Board of Health, three-year term expiring 12/31/26

- (R) Ellen Monforte, 39 Baker Street, 06461, new appointment

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Sewer Commission, three-year term expiring 12/31/26

- (R) Daniel Spicer, 101 Yale Avenue, 06460, new appointment

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- (R) John T. Jansen, 22 Russell Road, 06460, (*Citizen Representative*), reappointment
- (U) Francisco Rodriguez, 69B Robert Treat Drive, 06460 (*Citizen Representative*), reappointment

Zoning Board of Appeals, five-year term expiring 12/31/28

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(8d) Board of Aldermen approval is requested for the attached Declaration of

Reciprocal Easements Agreement between the City of Milford and 51 Roses Mill LLC for property located at 51-53 Roses Mill Road, and the authorize the Mayor and City Attorney to take all steps necessary to effectuate said easement.

(8e) Board of Aldermen approval is requested for the attached City of Milford Community Rating System (CRS) PPI Program for Public Information and Annual Progress Report on Implementation of Credited Plan and to authorize the Mayor, Open Space Manager, Floodplain Administrator and Inland/Wetlands Agent to take all steps necessary, including signing all documents, to effectuate said program.

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

- (14a) Consideration of settlement of HIT Portfolio II Owner, LLC v. City of Milford  
Re: 129 Plains Road
- (14b) Consideration of settlement of Target Corporation v. City of Milford  
Re: 1191 Boston Post Road

Sincerely,



Anthony S. Giannattasio  
Mayor

atts.

02

**RESUME**

**FULL NAME:** Stephen J. Beres

**ADDRESS:** 339 Meadowside Road, 06460

**PHONE NUMBER:** 203 232-7251

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

**PLACE OF EMPLOYMENT:** (With Job Title) Nurse Practitioner - Hartford  
Healthcare Medical Group

**EDUCATION:** (List All Degrees) BA in Psychology & Philosophy, MS in  
Nursing, Psychiatric-Mental Health Nurse Practitioner

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

**PROFESSIONAL ORGANIZATIONS:** American Assoc. for Geriatric  
Psychiatry, American Geriatrics Society, American Academy of Neurology,  
Association of Post Graduate APRN Programs, American Association of Nurse  
Practitioners, CT Advanced Practice Registered Nurse Society, American Nurses  
Association & Connecticut Nurses Association, Sigma Theta Tau International  
Honors Society of Nursing, Delta Mu Chapter

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Council on Aging

6a

**RESUME**

**FULL NAME:** Benjamin D. Gettinger

**ADDRESS:** 93 Thompson Street, 06460

**PHONE NUMBER:** 203 824-7696

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

**PLACE OF EMPLOYMENT:** (With Job Title) Milford/Orange Judge of Probate  
Lynch, Traub, Keefe & Erante, P.C., New Haven - Partner

**EDUCATION:** (List All Degrees) Quinnipiac University School of Law – JD,  
University of Connecticut – BA in Economics

**CIVIC ACTIVITIES:** Board Member, Boys & Girls Club of Milford 2014 –  
Present

**PROFESSIONAL ORGANIZATIONS:** Commissioner, Connecticut Law  
Revision Commission 2014-Present; Representative, South Central  
Connecticut Regional Planning Committee, 2014-Present

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Planning and Zoning Board 2011-2015  
Member Council on Aging

6a

**RESUME**

**FULL NAME:** Shirley A. Serrano

**ADDRESS:** 36 Meetinghouse Lane, 06460

**PHONE NUMBER:** 203 874-1170

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Retired -Executive

Administrative Assistant for over thirty years

**EDUCATION:** (List All Degrees) High School Graduate; Several Accredited

Courses in Communications, Administration and Computers

**CIVIC ACTIVITIES:** Republican Town Committee, Justice of the Peace

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

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

Member Milford Council on Aging

Former Member Conservation Commission

6a

**RESUME**

**FULL NAME:** John C. Drapp III

**ADDRESS:** 41 Jackson Drive, 06460

**PHONE NUMBER:** 203-690-1732

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Drapp Law PLLC, Managing

Principal

**EDUCATION:** (List All Degrees) Quinnipiac University School of Law, Juris

Doctor with Health Law Certificate

Quinnipiac University, Master of Health Administration

Southern Connecticut University, Bachelor of Science, Sociology

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

**PROFESSIONAL ORGANIZATIONS:** CT Bar Association

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

Member Milford Council on Aging



60a  
**RESUME**

**FULL NAME:** Cheryl B. Cappiali

**ADDRESS:** 234 Grinnell Street, 06461

**PHONE NUMBER:** 203 314-3559

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

**PLACE OF EMPLOYMENT:** (With Job Title) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**PROFESSIONAL ORGANIZATIONS:** Member Southwest Conservation

District Board, Council Member of Connecticut Council on Soil and

Water Conservation

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

Member Tree Commission and Member of Conservation Commission

Former Alternate Member Tree Commission

6a  
**RESUME**

**FULL NAME:** Claire I. Casey

**ADDRESS:** 86 Governors Avenue, 06460

**PHONE NUMBER:** 203 435-3358

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

**PLACE OF EMPLOYMENT:** (With Job Title) St. James School -

Retired Teacher

**EDUCATION:** (List All Degrees) BS Psychology MA Education

**CIVIC ACTIVITIES:** Committee Member Boy Scout Troop 12, Bridges

Board of Directors Member

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

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

Member Conservation Commission

Former Member of Milford Board of Education

6a

**RESUME**

**FULL NAME:** Catherine A. Williams

**ADDRESS:** 121 Hilltop Circle, 06460

**PHONE NUMBER:** 203 874-2159

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

**PLACE OF EMPLOYMENT:** (With Job Title) Retired East Shore Middle School  
Principal

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

**CIVIC ACTIVITIES:** Master Gardener

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

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

Member Conservation Commission

6a  
**RESUME**

**FULL NAME:** Abigail Bernstein

**ADDRESS:** 519 West River Street, 06461

**PHONE NUMBER:** 203-212-0709

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

**PLACE OF EMPLOYMENT:** (With Job Title) Eightmile River Wild and Scenic  
Watershed, Environmental Program Coordinator

**EDUCATION:** (List All Degrees) Bachelor of Science, Environmental Sciences  
from UCONN

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

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

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

ba

**RESUME**

**FULL NAME:** Brian Black \_\_\_\_\_

**ADDRESS:** 21 Milford Chase, Milford, CT 06461 \_\_\_\_\_

**PHONE NUMBER:** 203-676-7468 \_\_\_\_\_

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

**PLACE OF EMPLOYMENT:** (With Job Title) \_\_\_\_\_

Infinity Group - Director of Architecture and Engineering

20 Church St Hartford, CT 06103

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

Wentworth Institute of Technology (no degree)

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

Milford Little League - Coach

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

LEED Green Associate

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

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6a

**RESUME**

**FULL NAME:** Samuel S. Bergami III

**ADDRESS:** 16 Mayflower Court, 06460

**PHONE NUMBER:** 874-7713

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Milford Electrical Contractors,  
Vice President

**EDUCATION:** (List All Degrees) High School Diploma

**CIVIC ACTIVITIES:** Milford Rotary

**PROFESSIONAL ORGANIZATIONS:** Member National and Regional  
Commissioners Committee for National Association of Housing &  
Redevelopment Officials

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Milford Redevelopment & Housing Partnership

60

**RESUME**

**FULL NAME:** Thomas J. Cody, Jr.

**ADDRESS:** 13 Dock Road, 06460

**PHONE NUMBER:** 203 877-2952 H 203 874-0268 W

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

**PLACE OF EMPLOYMENT:** (With Job Title) Funeral Director

Cody-White, Milford (Former Owner)

**EDUCATION:** (List All Degrees) 1965 Graduate American Academy, McAllister

Institute of F.D., NY NY

**CIVIC ACTIVITIES:** Member Devon Rotary, Milford Bank Corporators

**PROFESSIONAL ORGANIZATIONS:** CT Funeral Director, Nat'l F.D.

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

Member Veterans Graves Preservation Commission

6a

**RESUME**

**FULL NAME:** Patrick J. Tokarz

**ADDRESS:** 155 Castle Lane, 06460

**PHONE NUMBER:** 203 878-9260

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) State of Connecticut,

Department of Mental Health & Addiction Services – Mental Health

Assistant I

**EDUCATION:** (List All Degrees) Housatonic Community College,

Bridgeport, CT – Currently pursuing Associates Degree: Human Services

**CIVIC ACTIVITIES:** Boys & Girls Club of Milford, Member, Board of

Directors; Milford Kiwanis Club; Oyster Festival; CT Yankee Council

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

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

Member Veterans, Graves Preservation Commission

Former Member Flood & Erosion Control Board



8a

**RESUME**

**FULL NAME:** Henry B. Healey

**ADDRESS:** 115 Bayshore Drive, 06460

**PHONE NUMBER:** 203 877-9878

**POLITICAL AFFILIATION:** R        D   X   U       

**PLACE OF EMPLOYMENT:** (With Job Title) Healey Ford – Vice President

**EDUCATION:** (List All Degrees) Saint Joseph’s High School, Trumbull  
A.S. Automotive Marketing

**CIVIC ACTIVITIES:** E-Girls Commissioner – Milford United Soccer

**PROFESSIONAL ORGANIZATIONS:** Member – Connecticut Dealer Assoc.

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Board of Assessment Review  
Member Civil Service Commission  
Former Alternate Board of Assessment Review

8a

**RESUME**

**FULL NAME:** Richard C. LoPresti

**ADDRESS:** 118 Gulf Street, Unit 13, 06460

**PHONE NUMBER:** 203 605-4534

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Milestone Asset Management  
Group – Owner, Certified Financial Planner

**EDUCATION:** (List All Degrees) Bachelor of Business Administration-Pace  
University Masters in Business Management-All Online; Certified  
Financial Planner-CFP-Certified Wealth Strategist-CWS

**CIVIC ACTIVITIES:** Elks Member, Citizens Police Academy Member,  
Milford Arts Council, Junior Achievement Volunteer

**PROFESSIONAL ORGANIZATIONS:** Milford Chamber of Commerce,  
Pencils for Promise

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Board of Assessment Review

8a

**RESUME**

**FULL NAME:** Sarah Lebov

**ADDRESS:** 75 Anchorage Drive, 06460

**PHONE NUMBER:** 203 605-5711

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

**PLACE OF EMPLOYMENT:** (With Job Title) Luxury Home Builders, Fairfield,  
CT – Project Coordinator; Licensed Realtor in Connecticut

**EDUCATION:** (List All Degrees) Bachelor of Science in Business  
Administration, Bryan University, Smithfield, RI

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

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

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

Member Board of Assessment Review

8a  
**RESUME**

**FULL NAME:** Richard Vizziello

**ADDRESS:** 85 Barton Road, 06460

**PHONE NUMBER:** 201 314-7905

**POLITICAL AFFILIATION:** R    X    D    U   

**PLACE OF EMPLOYMENT:** (With Job Title) Lectra – Account Director -  
Apparel and Manufacturing

**EDUCATION:** (List All Degrees) Hofstra University, BBA – Legal Studies in  
Business

**CIVIC ACTIVITIES:**   

**PROFESSIONAL ORGANIZATIONS:** Member Seams Association – Made in  
America Organization

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

Alternate Member Board of Assessment Review

Member Milford Republican Town Committee

80

**RESUME**

**FULL NAME:** Luke S. Porto

**ADDRESS:** 589 North Street

**PHONE NUMBER:** 352-586-7730

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

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

Banker Realty - Realtor

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

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

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

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Alternate Member Board of Assessment Review

8a

**RESUME**

**FULL NAME:** John Wojnarowski

**ADDRESS:** 19 Aberdeen Way, 06461

**PHONE NUMBER:** 203 395-6801

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Wojnarowski & Son Builders -  
Principle

**EDUCATION:** (List All Degrees) Bunnell High School

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

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

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

Member Building Code Board of Appeals

8a  
**RESUME**

**FULL NAME:** Scott J. Monforte Sr.

**ADDRESS:** 39 Baker Street, 06460

**PHONE NUMBER:** 203-543-0447

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Owner, Managing Member of  
Northeast Radon and Water Systems LLC

Home Improvement Contractor SJM Inspection Source LLC

**EDUCATION:** (List All Degrees) Norwalk Community College, Paramedic  
Housatonic Community College, Associates degree

**CIVIC ACTIVITIES:** Director of Baseball 6u program  
Junior Major League Baseball- run weekly Born to Play

**PROFESSIONAL ORGANIZATIONS:** CT Association of Home Inspectors  
Cornerstone Home Inspection Education, Director of Education  
National Radon Safety Board  
Monroe Infrared Cert. Residential Thermographer

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

8a  
**RESUME**

**FULL NAME:** Robert 'Bob' Tschilske

**ADDRESS:** 26 Covington Drive, 06461

**PHONE NUMBER:** 203-623-8537

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) R. Tschilske, Sole Proprietor-  
Quality Systems Auditing and consulting

**EDUCATION:** (List All Degrees) BA Psychology and MA Organization  
Management

**CIVIC ACTIVITIES:** Republican Town Committee  
Milford Elks

**PROFESSIONAL ORGANIZATIONS:** A5Q- American Society for Quality

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



8a  
**RESUME**

**FULL NAME:** Janice Tantimonico

**ADDRESS:** 70 Sassacus Drive, 06461

**PHONE NUMBER:** 203 876-7824

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) City of Stamford Housing  
Authority - Human Resources Manager

**EDUCATION:** (List All Degrees) Senior Professional Human Resources  
Certification 2012; Salve Regina University, Newport, RI - M.A. Human  
Development and BA Criminal Justice

**CIVIC ACTIVITIES:** \_\_\_\_\_  
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**PROFESSIONAL ORGANIZATIONS:** \_\_\_\_\_  
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**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Civil Service Commission  
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8a  
**RESUME**

**FULL NAME:** Twig Holland

**ADDRESS:** 2 Gulfview Court, 06460

**PHONE NUMBER:** 203 882-1890

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

**PLACE OF EMPLOYMENT:** (With Job Title) Town of Fairfield, Director of  
Purchasing

**EDUCATION:** (List All Degrees) Attended Parsons School of Design; Fairfield  
University, BA

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

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

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

Current Member Civil Service Commission

Current Member Police Department Building Committee

ja

**RESUME**

**FULL NAME:** Brian J. Nethercott

**ADDRESS:** 15 Randolph Farm Road, 06461

**PHONE NUMBER:** 203-641-3390

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Chief Operating Officer and Co-  
Founder of Capteris at An Apollo Global Management Company

**EDUCATION:** (List All Degrees) Strategic Financial Analysis from Harvard  
Business School. Master of Business Administration and Bachelor of Science in  
Business Administration from Marist College

**CIVIC ACTIVITIES:** Volunteer at Western CT State University at Ancell  
School of Business Advisory Board/lecturer

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

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

8a  
**RESUME**

**FULL NAME:** William A. Brennan

**ADDRESS:** 51 Milford Point Road, 06460

**PHONE NUMBER:** 203 783-9645

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

**PLACE OF EMPLOYMENT:** (With Job Title) John J. Brennan Construction

Co., Inc.; John J. Brennan Demolition Co., Inc.; John J. Brennan

Aggregate Division - President

**EDUCATION:** (List All Degrees) Clarkson University, Potsdam, NY – BS in

Engineering and Management 1962; Graduate US Army Engineer School

1963; Construction, Planning and Management School 1963

**CIVIC ACTIVITIES:** CT Audubon Society Coastal Center Board Member

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**PROFESSIONAL ORGANIZATIONS:** Utility Contractors Assoc. of CT;

Bridgeport Regional Business Council

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

Current Member Fire Commission

Fire Commissioner, City of Shelton 1992-2002

Emergency Medical Service Commission, City of Shelton 1986-2000

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8a  
**RESUME**

**FULL NAME:** Vincent J. Averaimo

**ADDRESS:** 306 Housatonic Drive, 06460

**PHONE NUMBER:** 203-376-0254

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Barton Gilman, LLP Partner  
Attorney

**EDUCATION:** (List All Degrees) Quinnipiac University School of Law - Juris  
Doctor, Hofstra University - B.A.

**CIVIC ACTIVITIES:** Milford Chamber of Commerce, Milford United  
Soccer Club, Devon Revitalization Committee

**PROFESSIONAL ORGANIZATIONS:** Connecticut Bar Association,  
Connecticut Trial Lawyers Association, American Bar Association,  
Milford Bar Association-Chairman of Law Day

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Past Alternate Member Pension & Retirement Board

8a  
**RESUME**

**FULL NAME:** Ralph Mayo, Jr.

**ADDRESS:** 38 West Main Street, Unit 3, 06460

**PHONE NUMBER:** 203 694-1939

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

**PLACE OF EMPLOYMENT:** (With Job Title) Retired

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

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

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

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

Member Golf Course Commission

8a

**RESUME**

**FULL NAME:** Kathryn L. Hurley

**ADDRESS:** 46 Bedford Avenue, 06460

**PHONE NUMBER:** 203 877-6803

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

**PLACE OF EMPLOYMENT:** (With Job Title) Retired from ADP National  
Sales Accounts

**EDUCATION:** (List All Degrees) Providence College - BA

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

**PROFESSIONAL ORGANIZATIONS:** Former Coach of Yale Women's Hockey  
Team

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

Member Golf Course Commission

8a  
**RESUME**

**FULL NAME:** John H. O'Connell

**ADDRESS:** 17 Ann Street, 06460

**PHONE NUMBER:** 203 671-2301

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Retired – Former City of Milford  
Personnel Director

**EDUCATION:** (List All Degrees) University of Connecticut, B.S.;  
University of Bridgeport, M.B.A.

**CIVIC ACTIVITIES:** Vestry & Treasurer, St. Peter's Episcopal Church;

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

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

Member Golf Course Commission

Former Member Pension and Retirement Board

Former Member Police Commission



8a

**RESUME**

**FULL NAME:** Robert M. Brennan

**ADDRESS:** 984 East Broadway, 06460

**PHONE NUMBER:** 203 877-6397

**POLITICAL AFFILIATION:** R  D  X  U

**PLACE OF EMPLOYMENT:** (With Job Title) State of CT Division of Criminal  
Justice

**EDUCATION:** (List All Degrees) University of Bridgeport School of Law-L.L.M.  
Business and Tax Law 1989, J.D. 1985; University of Connecticut, Storrs  
M.A. in Communications 1976, B.A. in Economics 1973

**CIVIC ACTIVITIES:** \_\_\_\_\_  
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**PROFESSIONAL ORGANIZATIONS:** Commodore of Milford Yacht Club  
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**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Current Member Harbor Management Commission  
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8a  
**RESUME**

**FULL NAME:** Ellen Monforte

**ADDRESS:** 39 Baker Street, 06460

**PHONE NUMBER:** 203-543-1447

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Yale New Haven Hospital, Nurse Anesthesiologist. Endoscopy Center of CT and Fairfield Endoscopy

**EDUCATION:** (List All Degrees) Registered Nurse, APRN, CRNA, MS in Biology

**CIVIC ACTIVITIES:** Milford Junior Major League, PTO President, PTO President Tag Field House Permittee, JLAWS HS, Sports Association JLAWS HS, Post Prom Committee at JLAWS HS

**PROFESSIONAL ORGANIZATIONS:** American Nurses Association (ANA)  
Connecticut Association of Nurse Anesthesiologists (CANA)- Executive Board, Secretary and Government Relations Committee  
American Association of Nurse Anesthesiologists (AANA)- State Reimbursement Specialist

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
State Reimbursement Specialist (AANA), Executive Board, Secretary and Government Relations Committee (CANA)

ja  
**RESUME**

**FULL NAME:** Erik J. Johnson

**ADDRESS:** 40 Benson Street, 06460

**PHONE NUMBER:** 860 918-1935

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

**PLACE OF EMPLOYMENT:** (With Job Title) Park City Science and Technology  
School – Teacher 7<sup>th</sup> & 8<sup>th</sup> Grade United States History and 7<sup>th</sup> Grade  
World Geography

**EDUCATION:** (List All Degrees) Fordham University, Bronx, NY – M.A. History  
2014; Sacred Heart University, Fairfield, CT – M.A.T. Education 2005,  
B.A. History 2004

**CIVIC ACTIVITIES:** Member Walnut Beach Association, Member Milford  
Historical Society, Member Friends of Milford Cemetery Association

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

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Historic Preservation Commission  
Former Alternate Member Historic Preservation Commission

8a  
**RESUME**

**FULL NAME:** Amelia Mower

**ADDRESS:** 4 Partridge Lane, 06460

**PHONE NUMBER:** 203-605-5849

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

**PLACE OF EMPLOYMENT:** (With Job Title) Mission BBQ – Service

Representative; Milford Ice – Snack Bar Attendee

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

University

**CIVIC ACTIVITIES:** Phi Alpha Theta Honor Society

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

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

Member of Historic Preservation Commission

8a  
**RESUME**

**FULL NAME:** James McMellon

**ADDRESS:** 173 Red Root Lane, 06461

**PHONE NUMBER:** \_\_\_\_\_

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Meyer Electrical Construction,  
Inc., Stratford, CT – General Manager

**EDUCATION:** (List All Degrees) Master Electrical License - 1952

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

**PROFESSIONAL ORGANIZATIONS:** Member of the International

Brotherhood of Electrical Workers, Local #488; Member American Society  
of Professional Estimation, Inc.

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

Member Housing Code Board of Appeals

8a

**RESUME**

**FULL NAME:** Scott J. Monforte Sr.

**ADDRESS:** 39 Baker Street, 06460

**PHONE NUMBER:** 203-543-0447

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Owner, Managing Member of

Northeast Radon and Water Systems LLC

Home Improvement Contractor SJM Inspection Source LLC

**EDUCATION:** (List All Degrees) Norwalk Community College, Paramedic

Housatonic Community College, Associates degree

**CIVIC ACTIVITIES:** Director of Baseball 6u program

Junior Major League Baseball- run weekly Born to Play

**PROFESSIONAL ORGANIZATIONS:** CT Association of Home Inspectors

Cornerstone Home Inspection Education, Director of Education

National Radon Safety Board

Monroe Infrared Cert. Residential Thermographer

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

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8a  
**RESUME**

**FULL NAME:** Frank Fanelli III

**ADDRESS:** 192 Merwin Ave

**PHONE NUMBER:** 203-804-9746

**POLITICAL AFFILIATION:** R  D  U

**PLACE OF EMPLOYMENT:** (With Job Title)  
New Haven Board of Ed, Director of Project Management.

**EDUCATION:** (List All Degrees) BA Pre Architecture, University of New Haven,  
Graduated 2003

**CIVIC ACTIVITIES:** Southern Stars youth hockey board member and coach for 8 years  
Ronald McDonald house, design and decorating Christmas director  
Milford Republican Town committee

**PROFESSIONAL ORGANIZATIONS:** New Haven Stewardship Member

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
West Haven Register of Vital Statistics 2004-2007  
West Haven Zoning Enforcement officer 2015- 2019  
New Haven Board of Ed Project Manager Director Currently

8a

**RESUME**

**FULL NAME:** Linda M. Creedon

**ADDRESS:** 3 Flax Mill Lane, 06461

**PHONE NUMBER:** 203 878-6683

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Owner - Pegasus Interiors

**EDUCATION:** (List All Degrees) Liberal Arts - State University of New York

**CIVIC ACTIVITIES:** Treasurer - Milford Fine Arts Council, Connecticut

Decorating Network, Junior League of Greater New Haven, Junior

Womans Club of Milford, Milford Chamber of Commerce

**PROFESSIONAL ORGANIZATIONS:** Allied Board of Trade, Interior Design

Society

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

Current - Member Library Board



8a

**RESUME**

**FULL NAME:** Alice F. Oliver

**ADDRESS:** 404 Gulf Street, 06460

**PHONE NUMBER:** 203 878-7757

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

**PLACE OF EMPLOYMENT:** (With Job Title) Retired – Director, Finance & Administration, Yale University Graduate School

**EDUCATION:** (List All Degrees) Colorado State University, University of Denver – no degrees

**CIVIC ACTIVITIES:** Milford Fine Arts Council Board of Trustees

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

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

Member Library Board

Chairman, Historical District III Study Committee (Milford) 10/2010 to present

ga

**RESUME**

**FULL NAME:** Constance C. Gaynor

**ADDRESS:** 60 Seventh Avenue, 06460

**PHONE NUMBER:** 203-640-2722

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Yale University, Human

Resource Coordinator, Department of Obstetrics, Gynecology and Reproductive  
Sciences

**EDUCATION:** (List All Degrees) BS, Marketing from Fairfield University;

Certification in human resource management from Fairfield University

**CIVIC ACTIVITIES:** Trustee for Boys and Girls Club

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

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

Past Member Library Board, Alderman 2017-2021

Member of the Tree Commission

Founders Walk Phase 2 Committee

sa  
**RESUME**

**FULL NAME:** Scott J. Monforte Sr.

**ADDRESS:** 39 Baker Street, 06460

**PHONE NUMBER:** 203-543-0447

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Owner, Managing Member of  
Northeast Radon and Water Systems LLC

Home Improvement Contractor SJM Inspection Source LLC

**EDUCATION:** (List All Degrees) Norwalk Community College, Paramedic

Housatonic Community College, Associate degree

**CIVIC ACTIVITIES:** Director of Baseball 6u program

Junior Major League Baseball- run weekly Born to Play

**PROFESSIONAL ORGANIZATIONS:** CT Association of Home Inspectors

Cornerstone Home Inspection Education, Director of Education

National Radon Safety Board

Monroe Infrared Cert. Residential Thermographer

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

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\_\_\_\_\_

8a

**RESUME**

**FULL NAME:** Anthony Candido

**ADDRESS:** 4 Topfield Road, 06460

**PHONE NUMBER:** 203 878-3363

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Retired

**EDUCATION:** (List All Degrees) Eli Whitney High School

Bullard Havens Technical School

**CIVIC ACTIVITIES:** Concerned Citizens for People with Disabilities,

Milford United Way Board of Directors, and Knights of Columbus

**PROFESSIONAL ORGANIZATIONS:** CT Women's Basketball Hall of Fame

(founding member), CT Scholastic & Collegiate Softball Hall of Fame (founding

member)

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

Former Member Police Commission

8a

**RESUME**

**FULL NAME:** Samuel Bergami, Jr.

**ADDRESS:** 310 Tanglewood Circle, 06461

**PHONE NUMBER:** 203 877-8744

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Alinabal, Inc. - CEO/Owner

**EDUCATION:** (List All Degrees) B.S., M.B.A. University of

New Haven

**CIVIC ACTIVITIES:** Past President - Chamber, Milford Progress, Milford

American Heart, United Way, Kiwanis Club, President - Milford

Columbus Committee

**PROFESSIONAL ORGANIZATIONS:** Board Member - the Milford Bank

Board Member - UNH

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

Member Police Commission

Former Member Board of Finance

80  
**RESUME**

**FULL NAME:** David Rubenstein

**ADDRESS:** 38 Bayshore Drive, 06460

**PHONE NUMBER:** 203 394-8800

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

**PLACE OF EMPLOYMENT:** (With Job Title) Owner/President Chip's Auto  
Sales, Inc.

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

**CIVIC ACTIVITIES:** Member of The Hundred Club of CT – dedicated to  
the assisting of families of any police officer killed in the line of duty;  
Milford Citizens Police Academy Graduate

**PROFESSIONAL ORGANIZATIONS:** Towing and Recovery Professionals of  
CT - Secretary

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

8a  
**RESUME**

**FULL NAME:** James L. Richetelli, Jr.

**ADDRESS:** 44 Castle Lane, 06460

**PHONE NUMBER:** 203-650-9760

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EDUCATION:** (List All Degrees) Master of Science in Education- School  
Business Leadership from Wilkes University, Bachelor of Arts from Fordham  
University

**CIVIC ACTIVITIES:** Milford Prevention Council, Co-Founder, Executive  
Committee, Board of Directors. Boys and Girls Club, Board of Directors. Easter  
Seals Connecticut, former Board of Directors. Milford Little League, Past  
President. Milford Mariners Baseball Club, Co-Founder, Coach.

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

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

Mayor of Milford 2001-2011

Board of Aldermen 1985-1995  
\_\_\_\_\_  
\_\_\_\_\_

8a

**RESUME**

**FULL NAME:** Daniel Spicer

**ADDRESS:** 101 Yale Ave, 06460

**PHONE NUMBER:** 203-815-8188

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Light Sources, Inc., Director of Sales and Marketing

**EDUCATION:** (List All Degrees) B.S. Physics, Southern Connecticut State University, M.B.A. Global Marketing, University of New Haven

**CIVIC ACTIVITIES:** Milford Little League Coach, Member of the Milford Republican Town Committee

**PROFESSIONAL ORGANIZATIONS:** International Ultraviolet Association Young Professionals Committee Co-Chair; Member, International Ultraviolet Association Board of Directors; American Water Works Association Member; US FDA Network of Experts Member (Focus on Germicidal UV applications)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



8a  
**RESUME**

**FULL NAME:** Ilya Eliashevsky

**ADDRESS:** 225 Gulf Street, 06460

**PHONE NUMBER:** 203 434-0120

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

**PLACE OF EMPLOYMENT:** (With Job Title) Insight - Digital Innovation Team

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

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

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

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

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

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

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

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

Member Transit District

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

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

8a  
**RESUME**

**FULL NAME:** Nija Phelps

**ADDRESS:** 1264 Naugatuck Avenue, 06461

**PHONE NUMBER:** 480 293-4240

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

**PLACE OF EMPLOYMENT:** (With Job Title) \_\_\_\_\_

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

**CIVIC ACTIVITIES:** Fairfield Standing United

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

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

Member Milford Government Access Television Committee (MGAT)

Member Transit District Advisory Board

8a  
**RESUME**

**FULL NAME:** Nicholas Ricci

**ADDRESS:** 159 Burnt Plains Road, 06461

**PHONE NUMBER:** 203-645-4051

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Shift Security Supervisor

Sikorsky Aircraft

**EDUCATION:** (List All Degrees) Charter Oak State College Public Safety

Administration B.S., Anna Maria College, Masters in Public Administration

**CIVIC ACTIVITIES:** Devon Rotary Basketball, Junior Major League Babe

Ruth, Milford Republican Town Committee 2019-Present, Milford Republican

Town Committee 1<sup>st</sup> District Chair 2022- Present, SCC 14<sup>th</sup> District Delegate

2023-Present

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

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

Ja  
**RESUME**

**FULL NAME:** James T. Malaney

**ADDRESS:** 64 Wilcox Road, 06460

**PHONE NUMBER:** 203 877-7004

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Executive Landscaping, Hamden,  
CT – Manager of Business Development

**EDUCATION:** (List All Degrees) University of Connecticut 1978 – BS in  
Horticulture

**CIVIC ACTIVITIES:** Active in Cub Scouts for 12 years

**PROFESSIONAL ORGANIZATIONS:** Professional Landscaping Association,  
CT License for Supervisor – Custom Groundskeeper

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Current Member Tree Commission

80  
**RESUME**

**FULL NAME:** Kelly Miller

**ADDRESS:** 100 Viscount Drive, Apt. C-4, 06460

**PHONE NUMBER:** 203 809-3916

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

**PLACE OF EMPLOYMENT:** (With Job Title) \_\_\_\_\_

**EDUCATION:** (List All Degrees) Southern CT State University, New Haven,

B.A. Psychology/Mental Health 2003; Naugatuck Community College,

A.S. Liberal Arts 1996; Post University Online, 12 Early Childhood

**CIVIC ACTIVITIES:** Volunteer at Milford Senior Center

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

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

Member Tree Commission

Member Milford Democratic Town Committee

8a  
**RESUME**

**FULL NAME:** John T. Jansen

**ADDRESS:** 22 Russell Road, 06460

**PHONE NUMBER:** 203 878-5185

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Reactel & MDAS - New Haven

Partner - Engineering Director

**EDUCATION:** (List All Degrees) BSEE - University of Wisconsin 1961, MSEE -

Yale University 1964

**CIVIC ACTIVITIES:** Live Oaks PTA - Past President, Helping Hands of St.

Agnes Church - Building Committee Chair, St. Joseph Society of St.

Agnes Church - Treasurer

**PROFESSIONAL ORGANIZATIONS:** Member IEEE

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

Member Veterans, Ceremony, and Parade Commission

Former Member Planning and Zoning Board 2000-2008, Chairman

2002-2006

Appointed Member East Side Fire Station Building Committee

8a  
**RESUME**

**FULL NAME:** Francisco Rodriguez

**ADDRESS:** 69 Robert Treat Drive, Unit B, 06460

**PHONE NUMBER:** 203 877-5017

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

**PLACE OF EMPLOYMENT:** (With Job Title) Retired

**EDUCATION:** (List All Degrees) G.E.D. 1959

**CIVIC ACTIVITIES:** Lifetime VVA 251 Member

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

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

Member Veterans, Ceremony & Parade Commission

8a

**RESUME**

**FULL NAME:** Andrew P. King

**ADDRESS:** 32 Cedarhurst Lane, 06461

**PHONE NUMBER:** 203-640-5906

**POLITICAL AFFILIATION:** R  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Major League Appraisals-

Certified residential appraiser and owner

**EDUCATION:** (List All Degrees) BS Education, AOS Culinary Arts at Johnson

& Wales University

**CIVIC ACTIVITIES:** Volunteer with Colonel Potters Cairn Terrier Rescue

Network and Member of the Milford Republican Town Committee

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

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

Zoning Board of Appeals





**BRINDLEE MOUNTAIN FIRE APPARATUS**  
**15410 Hwy 231 Union Grove AL 35175 • 256-776-7786**

**Listing and Marketing Commission Agreement**

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of \_\_\_\_\_, 20\_\_\_\_:

Apparatus: \_\_\_\_\_ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: \_\_\_\_\_ ("Seller") If

Apparatus not owned by Seller, then owner of the Apparatus: \_\_\_\_\_ ("Owner")

List Price: The price at which the Apparatus will be listed shall be \_\_\_\_\_, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$150,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$150,000.00 to \$300,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$300,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

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Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

**Seller:**

\_\_\_\_\_  
*[insert seller name above]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Brindlee:**

**BRINDLEE MOUNTAIN FIRE APPARATUS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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15410 US Highway 231  
Union Grove, AL 35175

Phone: (256) 776-7786  
Fax: (256) 498-0924  
[www.FireTruckMall.com](http://www.FireTruckMall.com)

Please complete this form to the best of your knowledge.  
The more information you can provide us, the better equipped we will be in marketing your truck!

**Customer Information:**

Fire Department/Owner: \_\_\_\_\_ Name of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Where is the truck currently located (city, state): \_\_\_\_\_

**Apparatus:**

Year: \_\_\_\_\_ VIN: \_\_\_\_\_ Shop Order #/ Build #: \_\_\_\_\_

Chassis: Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ 4x4 (y/n): \_\_\_\_\_

Fire Body: Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Aerial: Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Length: \_\_\_\_\_

Aerial Hours: \_\_\_\_\_ Date of Last Aerial Certification: \_\_\_\_\_

Mileage: \_\_\_\_\_ Engine Hours: \_\_\_\_\_ # Cab Seating: \_\_\_\_\_ # SCBA Seats: \_\_\_\_\_

Engine: Make: \_\_\_\_\_ Model: \_\_\_\_\_ HP: \_\_\_\_\_ Diesel or Gas: \_\_\_\_\_

Transmission: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Automatic or Manual: \_\_\_\_\_

Pump: Make: \_\_\_\_\_ Model: \_\_\_\_\_ GPM: \_\_\_\_\_ Pump and Roll (y/n): \_\_\_\_\_

Date of Last Pump Certification: \_\_\_\_\_ Foam System (make and model): \_\_\_\_\_

Water Tank: Gallons: \_\_\_\_\_ Material: \_\_\_\_\_ Foam Tank(s): \_\_\_\_\_

**Discharges (number and size):**

Driver's Side: \_\_\_\_\_ Officer's Side: \_\_\_\_\_

Front: \_\_\_\_\_ Rear: \_\_\_\_\_

**Suctions (number and size):**

Driver's Side: \_\_\_\_\_ Officer's Side: \_\_\_\_\_

Front: \_\_\_\_\_ Rear: \_\_\_\_\_

Crosslays (# and size): \_\_\_\_\_ Piped for Deck Gun (y/n): \_\_\_\_\_ Deck Gun Included (y/n): \_\_\_\_\_

Booster Reels: \_\_\_\_\_

8b

**Generator:** Brand: \_\_\_\_\_ Wattage: \_\_\_\_\_ Fuel Type: \_\_\_\_\_ Hours: \_\_\_\_\_

**Check All that Apply:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Electric Reels: _____     | <input type="checkbox"/> Hydraulic Reels: _____              |   |
| <input type="checkbox"/> Telescoping Lights: _____ | <input type="checkbox"/> LED Lighting: _____                 |   |
| <input type="checkbox"/> Light Tower: _____        | <input type="checkbox"/> Cascade System: _____               |   |
| <input type="checkbox"/> Ground Ladders: _____     | <input type="checkbox"/> Breathing Air (aerials only): _____ |   |
| <input type="checkbox"/> Air Conditioning          | <input type="checkbox"/> Automatic Tire Chains               | <input type="checkbox"/> Interior EMS Cabinet |
| <input type="checkbox"/> Aluminum Hose Bed Cover   | <input type="checkbox"/> Federal Q Siren                     | <input type="checkbox"/> Jake Brake           |
| <input type="checkbox"/> Arrowstick                | <input type="checkbox"/> Hydraulic Ladder Rack               | <input type="checkbox"/> Pump Heat Pan        |

**Dimensions:** Length: \_\_\_\_\_ Height: \_\_\_\_\_ GVWR: \_\_\_\_\_ Wheelbase: \_\_\_\_\_

**Additional Features or Loose Equipment:**

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**Maintenance/Repairs Needed?**

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**Click Here** for a Photo Guide to take the best pictures of your apparatus!

8c

**GOLF COURSE OPERATION AND MANAGEMENT AGREEMENT**

This Golf Course Operation and Management Agreement ("Agreement") is entered into this \_\_\_\_ day of January, 2024, by and between the City of Milford, a municipal corporation organized and existing under the laws of the State of Connecticut ("City"), and McNeil Design Collaborative, Inc., a New Jersey corporation, d/b/a The Northeast Golf Company/NGC Golf Operations Management with a principal place of business at 118 Beauchamp Drive, Saunderstown, RI 02874 ("Operator").

**RECITALS**

The City owns The Orchards Golf Course, located at 137 Kozlowski Road, Milford, Connecticut, consisting of a nine-hole golf course ("Golf Course"), clubhouse, which includes a pro shop and food and beverage shop, maintenance building and other related improvements (collectively the "Golf Facility").

The City desires to utilize the services and experience of the Operator in connection with the management of the Golf Facility and the Operator desires to render such services, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual terms, covenants and conditions set forth hereinafter, and for other good and valuable consideration, the Parties agree as follows:

**1. DEFINITIONS.**

The following terms shall have the meaning ascribed to them in this Section 1, unless the context clearly indicates a contrary intent:

"Basic Greens Fees" shall mean an amount equal to ninety percent (90%) of the actual Greens Fees collected during a calendar year.

"Commencement Date" shall have the meaning ascribed to that term in Section 6.01 of this Agreement.

"City" shall mean the City of Milford, Connecticut.

"Equipment and Supplies" shall mean all equipment and supplies used or useful at the Golf Facility, to be purchased and/or provided by the Operator, including, without limitation, the Pro Shop Inventory, golf course maintenance vehicles and equipment, rental golf clubs and bags, greens flags, yardage markers, tee markers, flags, appliances and supplies, janitorial equipment and supplies, office supplies, and all equipment and supplies used in accordance with this Agreement.

"Event of Default" shall have the meaning ascribed to that term in Section 10 of this Agreement.

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“Golf Course” shall mean The Orchards Golf Course, located at 137 Kozlowski Road, Milford, Connecticut, consisting of a nine-hole golf course.

“Golf Facility” shall mean the Golf Course, as defined above, clubhouse, which includes a pro shop and food and beverage shop, maintenance building and other related improvements.

“Golf Facility Expenses” shall mean all costs and expenses incurred in the operation, management and maintenance of the Golf Facility, including, but not limited to: (a) all expenditures incurred by the Operator in the performance of its obligations under this Agreement; (b) the costs and expenses of re-ordering, restocking, maintaining, repairing and/or replacing Equipment and Supplies; and (c) all other expenses specifically identified as “Golf Facility Expenses” in this Agreement.

“Greens Fees” shall mean those charges to patrons set forth in Section 5.03 hereinafter or as amended from time to time after review by the Golf Course Commission and/or the Milford Board of Aldermen.

“Gross Revenue” shall mean all revenues generated from the operation of the Golf Facility and/or its various components, determined in accordance with generally accepted accounting principles consistently applied, including, without limitation, greens fees, rental fees, golf shop revenue, merchandise sales, and any other revenue relating to the Golf Facility.

“Improvements” shall mean all buildings, structures and improvements now located or hereafter constructed on the land encompassing the Golf Facility (the “Site”) and all fixtures and equipment attached to, forming a part of and necessary or desirable for the operation of such buildings, structures or improvements (including, without limitation, heating, lighting, plumbing, sanitary system, air-conditioning, refrigeration, kitchen, elevators and similar items) and such (i) restaurants, bars and banquet, meeting and other public areas, (ii) commercial space, including concessions and shops, (iii) garage and parking areas, (iv) storage and service areas, (v) recreational facilities and areas, (vi) public grounds and gardens, (vii) permanently affixed signage and (viii) other facilities and appurtenances, all as presently exist at the Golf Facility or hereafter may be added thereon during the Term.

“Legal Requirements” shall mean any and all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses, authorizations, entitlements, official orders and requirements of, or conditions imposed by, all federal, state and local governmental or regulatory agencies and authorities, which are as of the date hereof or hereafter become applicable to the Golf Facility, including, without limitation, any of the foregoing relating in any way to hazardous materials or hazardous waste.

“Operator” shall mean McNeil Design Collaborative, Inc. d/b/a The Northeast Golf Company/NGC Golf Operations Management.

“Premises” shall mean the City owned property located at 137 Kozlowski Road.

“Pro Shop Inventory” shall mean the merchandise usually sold at golf shops at private and public golf course facilities, including, without limitation, clubs, bags, balls, clothes, shoes, gloves, hats, tees, markers, towels and other golf apparel and accessories.

8c

“Term” shall mean the three (3) year period of time from January 1, 2024 to December 31, 2026 and such renewal periods as may be extended pursuant to Section 6 of this Agreement.

**2. AGREEMENT. MANAGEMENT FEES. STANDARDS OF PERFORMANCE.**

2.01 Agreement to Manage. The City hereby appoints and retains the Operator, and the Operator accepts such appointment and retention, to act as consultant to the City and as operator and manager of the Golf Facility during the Term of this Agreement with full power and authority to carry out, at the Operator’s sole cost and expense, all responsibilities of the Operator under this Agreement, and otherwise upon the terms and subject to the conditions hereinafter set forth.

2.02 Standards of Performance. Relationship between City and Operator. The Operator accepts the relationship of trust and confidence established between the Operator and the City by the terms of this Agreement. The Operator covenants with the City to furnish its best skill and judgment in performing its obligations hereunder, and shall at all times provide such consulting, operational and managerial services in a manner which maintains the good name and business reputation of the City and the Golf Facility. The Operator shall perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interests of the City and in such a manner so as to maximize all Gross Revenues and minimize all Golf Facility Expenses, both as set forth in this Agreement and otherwise in connection with operation and maintenance of the Golf Facility.

The Operator is entering into this Agreement as an independent contractor to provide the services set forth in this Agreement. The Operator acknowledges that it is acquiring no rights whatsoever to the Golf Facility, or any portion thereof (including the Golf Course), except a nonexclusive and revocable license, during the Term, to enter upon the Golf Facility to carry out its obligations pursuant to this Agreement. In acknowledging that the Operator is acquiring no rights whatsoever to the Golf Facility, the Operator further agrees that it will not assert, in any legal action or otherwise, any right or interest in the Golf Facility, or any portion thereof. In no event shall the Operator make any alterations or improvements to any portion of the Golf Facility except as directed by the City, in writing, or as expressly permitted under this Agreement.

**3. DUTIES AND OBLIGATIONS OF THE CITY.**

3.01 Subject to the terms of this Agreement, the City shall provide to the Operator possession and control of the Golf Facility and delegates to the Operator the right to use its discretion in the day-to-day operation, direction, management, maintenance and supervision of the Golf Facility.

3.02 The City shall provide and maintain, at its expense, motorized golf carts and pull carts for rental by golf patrons. Upon termination of this Agreement, the motorized golf carts and pull carts shall remain City property.

3.03 It is expressly understood and agreed by the Parties that all capital improvement projects are solely in the City’s control and discretion. Ownership of all capital improvements shall remain with the City at all times during and after the Term of this Agreement.

8c

3.04 The City shall be responsible for the cost of topdressing material used during greens aeration. Operator shall apply and manage such material with its labor and equipment.

3.05 The City shall be responsible for the cost of service repairs, and equipment replacement associated with the Clubhouse and Maintenance Facility Security Systems. Operator shall be responsible for cost of the annual service fee and system inspections,

3.06 The City shall be responsible for the cost of floor cleaning including professional rug cleaning and tile floor waxing in the Clubhouse and Maintenance Building. The City shall procure and manage the execution of this work. The Operator shall maintain said areas post cleaning.

3.07 The City shall purchase all necessary herbicides and products necessary for invasive weed control along the stone walls within the golf course and along the corner of North and Kozlowski Roads. Operator shall apply and manage such material with its labor and equipment. Operator shall have a current CT Pesticide Applicators License.

#### 4. DUTIES AND OBLIGATIONS OF THE OPERATOR.

4.01 Operational Requirements. Operator shall operate and maintain the Golf Facility and all its amenities. Operator agrees that it will occupy the Premises for the purpose of operating and managing a public golf course, the sale and/or rental of golf-related merchandise and equipment at a golf professional's shop, furnishing of lessons by a golf professional, and, at the sole option of the Operator, the sale of food and beverages. In addition, the Operator shall be responsible for the following:

- (a) All maintenance equipment, inventory and supplies required for maintenance of the Golf Course to industry standards; excluding items included in Section 3.0 above as the responsibility of the City;
- (b) All kitchen equipment required for the operation of the food and beverage area. The Operator shall have the right during the Term of this Agreement, at its sole option, and where required subject to approval of the Golf Course Commission and Board of Aldermen, and at its sole cost and expense to install a fire suppression system, grill venting and grease traps for the purpose of operating a food and beverage service within the clubhouse located at the Golf Facility. The Operator shall be responsible for obtaining any and all required permits associated with same; excluding items included in Section 3.0 above as the responsibility of the City;
- (c) All equipment within the Clubhouse/Maintenance Building(s); excluding items included in Section 3.0 above as the responsibility of the City;
- (d) All maintenance, pro shop and food and beverage inventory; and
- (e) All such equipment and inventory are and shall remain the property of the Operator and may be removed by the Operator at the expiration or termination of



8c

this Agreement as provided for hereinafter.

4.02 Maintenance.

- (a) Operator shall be responsible for regular, ordinary and continuous maintenance of the Golf Facility, including, but not limited to, the interior and exterior of all structures, the grounds, the Golf Course and other amenities, and equipment with the exception of items included in Sections 3.05 and 3.06 above. Operator shall be responsible for the cost of regular maintenance not to exceed \$250.00 per occurrence.
- (b) Operator shall regularly and continuously maintain the Golf Course and all landscaped areas.
- (c) Operator shall be responsible for snow and ice removal along the sidewalk abutting the Golf Course on Kozlowski Road.
- (d) Operator shall consent and provide access for City inspection of the Golf Facility which inspection shall not interfere with regular operation of the Golf Facility.

4.03 Utilities. Operator shall be responsible for charges for utilities at the Golf Facility, including, electricity, gas, heating, cooling, telephone and cable, and shall keep all utility services active and current at all times during the Term of this Agreement. ~~Payment and~~ Payment of Regional Water Authority billings for water usage on the golf course shall be made as follows:

- (a) Operator shall be responsible for the cost of all water usage associated with the irrigation system. The City shall reimburse the Operator fifty (50%) percent of the cost of water usage for the irrigation system.
- (b) The City shall be responsible for the cost of all water usage associated with the clubhouse.
- (c) Operator shall be responsible for the cost of all water usage associated with the maintenance facility(ies).

4.04 Real Property and Personal Property Taxes.

- (a) Operator shall have no liability for any state, federal or municipal real property taxes and state, federal or municipal real property assessments with regard to the Golf Facility and premises.
- (b) Operator shall pay all taxes assessed or imposed on the equipment and inventory of the Operator or levied upon the business operations of the Operator conducted on the Premises.

4.05 Costs and Expenses. Operator shall be solely responsible for Golf Facility Expenses, as defined in this Agreement.

8c

4.06 Motorized Golf Carts and Pull Carts. The Operator shall supervise the use and rental of the motorized golf carts and pull carts, and shall collect fees for the use of such motorized or pull carts as set forth in Section 5.04 of this Agreement.

**5. OPERATING POLICIES. OPERATING AND GREEN FEES. GENERAL MANAGEMENT REQUIREMENTS.**

5.01 Operating Policies. The Operator shall keep the City advised of matters affecting the operation and maintenance of the Golf Facility through communication with the Golf Course Commission and the Mayor's Office which shall oversee the Operator's management of the Golf Facility. The Golf Course Commission and the Mayor's Office shall have the right to approve any material change with regard to the operation of the Golf Facility concerning access to the Golf Course or the Golf Facility by the public. In carrying out its responsibilities under the terms of this Agreement, the Operator shall be entitled to rely upon the actions and decisions of the Golf Course Commission and the Mayor's Office as evidenced by approval of the Mayor's Office and a duly authorized vote of said Commission.

5.02 Operating Fee. The Operator shall pay to the City an operating fee in the amount of sixty-six thousand dollars and no/100 (\$66,000.00) for the 2024 season. Operator shall make quarterly payments payable as follows:

March 31, 2024:	\$10,000
June 30, 2024:	\$23,000
September 30, 2024:	\$23,000
December 31, 2024:	\$10,000

The operating fee shall be negotiated annually, but in no event shall the operating fee be less than \$66,000.00.

5.03 Greens Fees.

(a) Operator shall make an annual payment at the end of each calendar year to the City, which payment shall be equivalent to ten percent of the Basic Greens Fees collected during said calendar year.

(b) The Greens Fees for calendar year 2024 shall be as follows:

**Weekday (Monday through Friday)**

	<u>Residents</u>	<u>Non-Residents</u>
Adults	\$13.50	\$14.50
Senior	\$12.50	\$13.50
Junior	\$12.50	\$13.50

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**Weekends / Holidays**

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	<b><u>Residents</u></b>	<b><u>Non-Residents</u></b>
Adults	\$14.50	\$19.50
Senior	\$13.50	\$18.50
Junior	\$13.50	\$18.50

- (c) Non-residents may enroll annually in the Loyalty Plan entitling non-resident to pay resident rate throughout the enrollment year. Annual Loyalty Plan fees are as follows:

Adult:	\$100.00 plus tax
Senior:	\$85.00 plus tax
Junior:	\$85.00 plus tax

Subject to Golf Commission approval, Operator may increase Loyalty Plan rates set forth above.

- (d) In each calendar year commencing January 1, 2024, resident fee increases up to the annual increase in the Consumer Price Index (CPI) and non-resident fee increases will be subject only to the approval of the Golf Course Commission. Board of Aldermen approval shall be required for any resident fee increase in excess of the CPI. Board of Aldermen approval shall also be required for any fee increase in the event the course plays in excess of 50,000 rounds annually.
- (e) For purposes of Green Fees, a junior golfer shall be fourteen (14) years of age or younger and a senior golfer shall be sixty-five (65) years of age or older.
- (f) The Operator shall provide reduced fees for the golf teams of the Milford Public Schools for practice rounds when times are mutually available. These rounds shall not be counted in the overall annual count of rounds and the Operator may keep the fees from these rounds. The Annual "Mayor's Cup" Golf Tournament between the High Schools will be hosted by the Golf Course Commission and no fees will be charged to the participants of this tournament.

5.04 **Motorized and Pull Golf Cart Rentals.**

- (a) The rental for motorized and pull carts for 2024 shall be as follows:

**Motorized Golf Carts**

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\$15.00 per round

**Pull Carts**

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\$ 5.00 per round

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- (b) Patrons must be eighteen (18) years of age to operate motorized golf carts and provide a valid driver's license for rental of motorized or pull golf carts. Driver's license shall be retained by Operator as a deposit and returned to player upon return of motorized or pull golf cart at the end of player's round.
- (c) The rental fee for motorized and pull golf carts shall be reviewed by the Operator annually and subject only to the approval of the Golf Course Commission. Operator shall make an annual payment at the end of each calendar year to the City, which payment shall be equivalent to one-half (1/2) of all fees collected for motorized golf cart rentals; one dollar (\$1.00) for all pull golf cart rentals during such calendar year. At each meeting of the Golf Course Commission the Operator shall provide an accounting of all golf fees collected with regard to the rental of motorized and pull golf carts.

5.05 Meeting Room Rental/Revenue Generating Uses. Operator shall be responsible for rental of the clubhouse meeting room and other revenue generating uses, subject to Golf Commission approval. Rental rates shall be reviewed annually and subject only to the approval of the Golf Commission. Operator shall make an annual payment at the end of each calendar year to the City, which payment shall be equivalent to twenty-five percent (25%) of the meeting room and other revenue generating use (e.g. simulator) fees collected during said calendar year.

5.06 Golf Course Management System. City will share fifty percent (50%) or three thousand dollars (\$3,000), whichever is less, toward the cost of a golf course management system providing point of sale, data generation, marketing and credit card capabilities. Operator shall provide data from such golf course management system upon request by the City and/or Golf Commission.

5.07 Financial Reporting. Within thirty (30) days following the end of each calendar year, the Operator shall submit to the City a properly documented statement, in a form reasonably acceptable to the City, which shall be substantiated through the use of serialized sales receipts showing the amount of actual Greens Fees charged at the course for the prior calendar year on which the above referenced annual payment to the City is based. A detailed statement MUST be provided on the operation of the course to the Golf Course Commission and the City. Operator shall provide profit/loss statement upon request by the City and/or Golf Commission.

5.08 Human Resources. Operator shall be the employer of all employees at the Golf Facility, and shall be solely responsible for all human resource issues, including, but not limited to, wages, benefits, paid time off, payroll taxes, tax withholding, worker's compensation, hiring and firing, compliance with applicable federal occupational, health, and safety laws and regulations, and all other matters.

Operator shall be responsible for any employment-related liability, fine, penalty or award (including the cost of defense and attorney fees) with respect to claims, demands, arbitration or litigation brought by an employee or employees of Operator at the Golf Facility resulting from violations by Operator's corporate office and/or Golf Facility supervisory staff of federal, state or local laws, ordinances or regulations governing the employment or working conditions of the employees at the Golf Facility ("Damages"). Operator shall not be entitled to any reimbursement by the City for such Damages.

In the performance of this Agreement, Operator shall not discriminate against any employee or guest of the Golf Facility because of race, color, religion, ancestry, gender, national origin, sexual orientation, physical or mental disability or age. Operator will take affirmative measures to ensure that employees and guests are treated without regard to their race, color, religion, ancestry, gender, national origin, sexual orientation, physical or mental disability or age.

Affirmative measures relating to employment shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; and rates of pay or other forms of compensation.

5.09 Marketing. Operator shall be responsible for the development of all marketing materials, including brochures, promotional fliers, scorecards, etc., and shall be responsible for all advertising and marketing, including, but not limited to, website, internet and/or e-mail marketing efforts. The Parties agree that the Operator may utilize the name of the Golf Course, the name of the City, photographs of the Golf Course and Golf Course Facility, and reference to this Agreement in the advertising, promotional materials and marketing programs of the Operator, and that the City may use Operator's marketing/advertising materials on the City's website, social media, billboards, publications and in other promotional materials.

5.10 Legal Compliance. At all times during the Term of this Agreement, Operator shall do the following:

- (a) Comply with all, applicable local, state and federal laws and regulations, and all other Legal Requirements;
- (b) Maintain in full force and effect all applicable permits, licenses, franchises, authorizations, approvals, consents and variances, pursuant to local, state and/or federal laws or regulations;
- (c) Immediately advise the City of any discovery by Operator of any hazardous waste in, on or about the Golf Facility; jointly determine with the City the actions which should be taken to ensure that the presence of such hazardous waste in, on or about the Golf Facility will not constitute a violation of any Legal Requirement; and upon approval by the City of any action recommended by Operator promptly take, or cause to be taken, such actions or, in the alternative, allow the City to enter the premises in order to take such actions it deems necessary to abate or mitigate the condition;
- (d) Comply with all federal, state and local laws and regulations pertaining to the storage, use and disposal of hazardous or toxic wastes, substances, or materials as defined by applicable law; and
- (e) Immediately advise the City of any discovery by Operator of any condition or event which may have a material adverse impact upon the Golf Facility or its operations.

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5.11 Meetings. Operator shall attend all monthly and special meetings of the City's Golf Course Commission and shall be available to meet with the representative from the City either personally or by telephone conference call on an as-requested basis to assure the successful performance of Operator's duties hereunder, and of the operations of the Golf Facility.

5.12 Equipment and Supplies. Operator shall arrange for and procure, at its sole cost and expense, all Equipment and Supplies and other goods and services that Operator deems necessary for the normal and ordinary course of operation of the Golf Facility and to operate the Golf Facility in accordance with this Agreement. For any other procurements or expense, City purchasing rules must be followed.

5.13 Restricted Activities of Operator. Without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion, Operator shall not do, or cause or permit to be done, any of the following throughout the Term:

- (a) Borrow or lend money in the name of the Golf Facility or the City;
- (b) Enter into any lease, license, management or other agreement or contract relating, directly or indirectly, to occupancy or operation of the Golf Facility, other than license/rental agreements related to banquets and/or private parties;
- (c) Make, execute or deliver in the name of the City, or with respect to any of the assets of the City or the Golf Facility, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.
- (d) In the name of or on behalf of the City, endorse any note, or become a surety, guarantor, or accommodation party to any obligation;
- (e) Commence or maintain in the name of or on behalf of the City any action or proceeding, whether judicial, administrative or otherwise; or
- (f) Use any trade names, trademarks, logos, emblems or similar identifying marks of the City.

## 6. TERM.

6.01 Term. The Term of this Agreement shall be for three (3) years (the "Initial Term") and shall commence on January 1, 2024 (the "Commencement Date"). Subject to such earlier termination as set forth in Section 6.02, the Term of this Agreement shall terminate on December 31, 2026. This Agreement may be extended for one (1) additional three (3) year Term pursuant to Section 6.03 herein and subject to annual negotiation and approval by the Operator and Golf Commission.

6.02 Termination.

- (a) The Parties may mutually agree to terminate the Agreement at the end of each calendar year. If the Parties mutually agree to a termination, the Parties shall mutually release each other from the obligations and liability under this Agreement.
- (b) The Operator or the City may elect to terminate this Agreement at the end of each calendar year, provided written notice of at least ninety (90) days is served to the other party at early termination and further provided that such notice includes a specific explanation as to the basis for such termination. The other party shall have the opportunity to address and/or cure said issue(s) within the ninety (90) day period. At early termination, the Parties shall mutually release each other from the obligations and liabilities under this Agreement.
- (c) The City may terminate this Agreement immediately and without additional notice and without any additional compensation owing to Operator hereunder in the event that (i) Operator has committed an Event of Default which has not been cured in accordance with the terms of Section 10.01 herein, (ii) Operator engages in conduct which materially impacts adversely the reputation of the Golf Facility after written notice from the City specifying in detail the conduct of Operator in that regard, and an opportunity to cure as specified in said notice, or (iii) Operator files a petition of any type in bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, or goes into liquidation or receivership.
- (d) The City may terminate this Agreement on thirty (30) days' prior written notice thereof to the Operator, without penalty and for the City's convenience. In the event of such termination for convenience, the Operator shall be paid, pursuant to the Agreement, for work completed as of the effective date of the termination. Operator shall not be entitled to any other compensation and expressly waives any claim for consequential, special, incidental or any other type of damages.

6.03 Renewal.

- (a) At the conclusion of the Initial Term, the Parties may mutually agree to renew the Agreement for an additional three (3) year term subject to annual negotiations as set forth in this Agreement.
- (b) In the event this Agreement is renewed for any number of years following the conclusion of the current Term, the Parties agree that the financial terms are subject to review and adjustment. If the Parties are unable to come to a mutually agreeable resolution of the financial terms, either party may unilaterally terminate the Agreement and/or the right to the renewal option as set forth above.

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6.04 Transition to New Management Company or Operator. Subsequent to Operator receiving written notification of the termination or expiration of this Agreement pursuant to this Section, Operator shall cooperate reasonably with the City in the transition of management responsibility to a new management company or operator. In connection therewith, Operator agrees to provide all requested documents and information in its possession relating to the Golf Facility (other than Operator's proprietary information), and shall provide reasonable training, assistance, and direction to the new management company or operator, and shall, in good faith, endeavor to facilitate a smooth, seamless and efficient transition of management responsibility. Operator's failure to comply with this Section 6.04 shall be a material default of this Agreement.

## 7. INSURANCE.

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

- (a) Certificates and Notice of Cancellation. Prior to the signing of this Agreement, Operator shall furnish the City with certificates of all insurance required below, executed by a duly-authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this Agreement are deemed complete. Certificates shall indicate the type, amount, and class of operations covered, effective date and expiration date of all policies. Required insurance shall be maintained for a period of no less than two (2) years, unless a longer period is required by this Agreement, after final payment. An additional certificate(s) evidencing such coverage(s) shall be provided to the City thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.
- (b) The certificates of insurance shall name the City of Milford, its officers, officials, agents and employees as additional insureds, and shall be further evidenced by an actual endorsement furnished to the City from the insurer prior to the signing of the Agreement between the Operator and the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Milford, its officers, officials, agents or employees.
- (c) Any deductibles or self-insured retentions must be declared to the City. At the option of the City, the Operator shall procure a bond guaranteeing payment of deductibles or self-insured retentions. Operator shall be responsible for payoff of all deductibles and SIRs.
- (d) Commercial General Liability. Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and



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underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits applicable to claims due to bodily injury and/or property damage. The City of Milford, its officers, officials, agents and employees shall be named as an additional insured under this policy on a primary/non-contributory basis.

- (e) Workers compensation insurance covering all of Operator's employees to be engaged in the work under this Agreement, providing the required statutory benefits under Connecticut Workers Compensation Law.
- (f) Automobile liability insurance covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits applicable to claims due to bodily injury and/or property damage.
- (g) Waiver of Subrogation. Insurance policies, purchased as required above, shall be endorsed with a waiver of subrogation in favor of the City of Milford, its officers, officials, agents and employees.
- (h) The City reserves the right, in its sole discretion, to require higher limits of insurance coverage.

7.02 City Insurance Requirements.

- (a) The City shall maintain, at the City's sole cost and expense, a standard policy or policies of casualty and extended coverage insurance on the Premises, including the Clubhouse/ Maintenance Building(s) for its full replacement cost. The City will also purchase business interruption insurance naming Operator as additional insured, if appropriate. To the extent Operator demonstrates eligibility for payment of business interruption losses to the satisfaction of the carrier, the City agrees to assign such proceeds to Operator.
- (b) In the event that any structure located on the Premises shall be destroyed or so damaged by fire or other casualty as to require repair or rebuilding, the Operator, by written notice to the City, may elect to rescind this Agreement without any further costs or obligations to the Operator. The operating fees referenced in Section 5.02 shall abate during any period of restoration wherein the Golf Course is rendered unusable for play. If, during such period of restoration the Golf Course is operating, the operating fees referenced in Section 5.02 shall be reduced by one-third (1/3) until such time as the Clubhouse/Maintenance Building(s) have been repaired so as to be rendered suitable for use and occupancy. To the extent any such building is unusable because of casualty damage, the City will provide temporary operating quarters (trailers) to Operator. The City will use its best efforts to rebuild/replace facilities in an expeditious fashion according to law unless Operator rescinds pursuant to this Section 7.02(b) within thirty (30) days.

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7.03. Any insurance required to be carried under this Agreement by the Operator or the City may be included as part of any blanket policy or policies of insurance.

8. **DAMAGE OR DESTRUCTION. EMINENT DOMAIN. FORCE MAJEURE EVENTS. FRUSTRATION OF PURPOSE.**

8.01 Damage or Destruction. Should the Golf Facility be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, the City, by written notice to Operator given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement on the basis that the City does not choose to rebuild or restore the Golf Facility, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If this Agreement is not terminated in the event of damage to the Golf Facility, either because the damage does not amount to substantial damage as described above, or notwithstanding destruction of or substantial damage to the Golf Facility, the City elects to restore the Golf Facility, then the City shall proceed, at the City's own expense, with all due diligence to commence and complete restoration of the Golf Facility to its condition and character just prior to the occurrence of such casualty.

8.02 Eminent Domain. If all of the Golf Facility, or such a substantial portion of the Golf Facility so to make it unfeasible, in the reasonable opinion of the City, to restore and continue to operate the remaining portion of the Golf Facility for the purposes contemplated in this Agreement, shall be taken through the exercise, or by agreement in lieu of the exercise, of the power of eminent domain, then upon the date that the City shall be required to surrender possession of the Golf Facility or of that substantial portion of the Golf Facility, this Agreement shall terminate and all base operating fees already made for that operating year shall be apportioned as of the date of the taking and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Golf Facility shall not make it unfeasible, in the reasonable opinion of the City, to restore and continue to operate the remaining portion of the Golf Facility for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and the City shall proceed, at the City's own expense, with all due diligence to alter or modify the Golf Facility so as to render it a complete architectural unit which can be operated as a golf course of substantially the same type and character as before.

8.03 Force Majeure Events; Frustration of Purpose. At any time during the Term of this Agreement, if the governing body of any political subdivision having competent jurisdiction over the Golf Facility should enact any valid zoning ordinance, law or regulation which prohibits the use of any portion of the Golf Facility for the purposes as provided in this Agreement, or if an event of *force majeure* occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, earthquakes, pandemic or other acts of God, which substantially prevents Operator's fulfillment of its obligations as provided for in this Agreement for a consecutive period of fifteen (15) or more days, it is agreed that Operator may elect, within one hundred twenty (120) days after the effective date of such ordinance, law, regulation or the occurrence of the event of *force majeure*, to cancel this Agreement and surrender possession of the Premises. Any such cancellation and surrender will act to release and discharge Operator from any further obligation under this Agreement except

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for claims which relate to acts or omissions that occurred prior to such cancellation and the base operating fees already paid for the calendar year during which such cancellation and surrender occurs shall be pro-rated and Operator shall pay to City within sixty (60) days of such cancellation a pro-rated percentage operating fee. The parties may negotiate a revision, subject to approval of the Mayor's Office, of the Operating Fee representative of expenses incurred and revenue lost due to Operator's inability to conduct normal business activities through no fault of its own as outlined in this Agreement.

**9. INDEMNIFICATION.**

9.01 Operator agrees to and shall indemnify and hold harmless the City and its officials, officers, employees, agents and volunteers from and against any and all claims, demands, actions, lawsuits, proceedings, damages liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses which result from any act or omission arising from or relating to Operator's operation and/or management of the Golf Facility pursuant to this Agreement, or which result from any action taken by Operator relating to the Golf Facility that is expressly prohibited by this Agreement, or which result from Operator's breach of any covenant or obligation contained in this Agreement, or caused by negligent or willful misconduct of the Operator, or its employees, assigns or subcontractors.

**10. DEFAULT. REMEDIES.**

10.01 Events of Default. The occurrence of any one or more of the following events which is not cured in the time permitted shall constitute a default under this Agreement ("Event of Default"):

- (a) Operator's failure to pay any sums payable under this Agreement, including, without limitation, any Golf Facility Expense, when due.
- (b) Either Party's failure to comply with any of the material covenants, agreements, terms, or conditions of this Agreement or such failure shall continue for a period of thirty (30) days after written notice to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such thirty (30) day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be reasonably necessary for the defaulting party to cure the failure.
- (c) If Operator shall file bankruptcy, and/or a receiver be appointed for the Operator's property, or if a third party files a petition for bankruptcy with regard to the Operator, and such filing, appointment or order is not vacated, dismissed or set aside within one hundred twenty (120) days from the date of its entry or if the Operator's interest in this Agreement shall pass by operation of law to any person other than the Operator.

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10.02 Remedies.

- (a) If any of the conditions identified in Section 10.01 above should occur and the Party in default does not cure the default, the non-defaulting party may elect to terminate this Agreement immediately.
- (b) If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party will be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear per annum interest at the prime rate until the non-defaulting party is reimbursed by the defaulting party.

11. REPRESENTATIONS AND WARRANTIES.

11.01 Operator's Representations. As a material inducement to the City to enter into this Agreement, the Operator represents and warrants the following:

- (a) Operator is a New Jersey corporation, duly organized, validly existing and in good standing under the laws of the State of New Jersey; that it is duly qualified to do business and is in good standing in the State of Connecticut; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Operator of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Operator is a party or by which Operator is bound.
- (b) All actions required to be taken by or on behalf of Operator to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Operator enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (c) The person(s) executing this Agreement on behalf of Operator have full power and authority to bind Operator to the terms hereof.

11.02 City's Representations. As a material inducement to Operator to enter into this Agreement, the City represents and warrants the following:

- (a) The City is a municipal corporation organized and existing under the laws of the State of Connecticut; that it is duly qualified to do business and is in good standing in the State of Connecticut; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of City's obligations hereunder will not violate or constitute a default under the

terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- (b) All actions required to be taken by or on behalf of the City to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (c) The persons executing this Agreement on behalf of the City have full power and authority to bind the City to the terms hereof.

## 12. TRANSFERS AND ASSIGNMENTS.

12.01 Limitation on Operator. Operator shall not sell, convey, assign, transfer, hypothecate, pledge, or otherwise dispose of, or agree to do any of the foregoing, all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto, except for Operator's rights to receive payments hereunder, without the prior written consent of the City.

12.02 Limitation on City. The City may assign or transfer this Agreement to a governmental or other public agency related to the City. The City may also assign and transfer its rights under this Agreement to a purchaser or new owner of the Golf Facility that assumes the obligations of the City hereunder. Otherwise, the City may not assign or transfer its rights hereunder.

12.03 Successors and Assigns. This Agreement is personal to the City and Operator and except as otherwise provided herein, Operator shall have no right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily or by operation of law, without the prior written approval of the City. Except as otherwise provided herein, Operator shall not have any right, power or authority to subcontract its services, or any portion thereof, without the prior written approval of the City. Any approval by the City of any subcontract of Operator's services or any part thereof shall not be construed to make the City a party to such subcontract or to expose the City to any claims or liabilities arising thereunder. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

## 13. MISCELLANEOUS.

### 13.01 Waiver.

- (a) The waiver by either the City or Operator of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No

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covenant, term or condition of this Agreement shall be deemed to have been waived by City or Operator, unless such waiver is in writing signed by the party against whom such waiver is asserted.

- (b) The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provisions, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

13.02 Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the City and Operator, oral or written, relating to the subject matter of this Agreement. The City has made no representations or promises not expressly contained herein. No subsequent alterations, amendment, change or addition to this Agreement shall be binding upon the City and Operator unless reduced to writing and signed by them.

13.03 Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion, and in any event within any time limits established elsewhere in this Agreement, and shall be in writing and delivered (1) by personal delivery; (2) by deposit with the United States Postal Service (USPS) as certified or registered mail, return receipt requested, postage prepaid to the address stated below; or (3) by deposit with an overnight express delivery service. Notice by USPS shall be deemed effective three (3) business days after deposit with the USPS. Notice by overnight express delivery services shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request and reply, the address of the City shall be:  
Golf Course Commission  
c/o Parsons Government Complex  
70 West River Street  
Milford, CT 06460

With a copy to:  
Mayor's Office  
City Hall  
110 River Street  
Milford, CT 06460

For purposes of notice, demand, request and reply, the address of the Operator shall be:  
McNeil Design Collaborative, Inc.  
d/b/a The Northeast Golf Company/NGC Golf Operations Management  
118 Beauchamp Drive  
Saunderstown, RI 02874

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Each party shall have the right to designate a different address within the United States of America by giving of notice in conformity with this Section.

13.04 Applicable Law. This Agreement and all provisions thereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Connecticut.

13.05 Dispute Resolution and Venue. If a dispute arises between the Parties hereto, the Parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the Parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen (14) calendar days of a Party's written request for such a meeting; (b) Mediation. If the Parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The Parties shall jointly appoint a mutually acceptable mediator; if they are unable to agree upon a mediator within fourteen (14) days of a demand for mediation by either party, then the mediation shall be administered by the American Arbitration Association in accordance with the Construction Industry Rules; and (c) Litigation. If the Parties fail to resolve their dispute through mediation or are unable to convene mediation within sixty (60) days of first attempting to do so, then either party may file suit in Connecticut Superior Court in and for the Judicial District of Ansonia/Milford at Milford or in the United States District Court, District of Connecticut.

13.06 Cumulative Rights. The rights and remedies conferred upon both the City and Operator in this Agreement and by law are cumulative.

13.07 Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

13.08 Further Assurances. Operator and the City each agree to execute and deliver from time to time, promptly following any reasonable request therefore by the other party, any and all instruments, agreements and documents, and promptly shall take such other actions as may be necessary or appropriate in the reasonable determination of the other party, to carry out the transaction described in this Agreement.

13.09 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

13.10 Modification of Agreement. This Agreement may not be modified, amended or otherwise changed in any manner except by written amendment executed by all Parties or their respective successors and assigns.

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13.11 Entire Agreement. This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the City and the Operator with respect to the management of the Golf Course by the Operator.

13.12 Approval and Consent. Whenever under any provision of this Agreement the approval or consent of either party is required, said approval or consent shall be reasonably given or denied and given in a reasonably prompt manner.

13.13 Further Instruments. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable, as between the Parties and as against third parties.

IN WITNESS WHEREOF, the City and Operator have signed this Agreement as of the date first written above.

Witness:

Operator: McNeil Design Collaborative,  
Inc. d/b/a The Northeast Golf  
Company/NGC Golf Operations  
Management

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

By: \_\_\_\_\_  
Robert McNeil, President  
November 7, 2023  
Its Manager, duly authorized

City of Milford

\_\_\_\_\_

By: \_\_\_\_\_  
Anthony Giannattasio  
Its Mayor, duly authorized



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STATE OF CONNECTICUT            )  
  : ss. Milford                                 January \_\_\_\_, 2023  
COUNTY OF NEW HAVEN            )

Before me, the undersigned officer, personally appeared Benjamin G. Blake, who acknowledged himself to be the Mayor of the City of Milford, and that as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the City of Milford by himself as Mayor.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

STATE OF   )  
  : ss. \_\_\_\_\_                                 January \_\_\_\_, 2023  
COUNTY OF   )

Before me, the undersigned officer, personally appeared Robert McNeil who acknowledged himself to be the President of McNeil Design Collaborative, Inc. d/b/a The Northeast Golf Company/NGC Golf Operations Management, and that as such President, being duly authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of McNeil Design Collaborative, Inc. d/b/a The Northeast Golf Company/NGC Golf Operations Management by himself as President.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

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## DECLARATION OF RECIPROCAL EASEMENTS

**WHEREAS**, 51 Roses Mill LLC ("Roses Mill"), are the owners of the real property commonly known as 51- 53 Roses Mill Road, Milford, CT (the "Roses Mill Property" as depicted as 51-53 Roses Mill Road on the Map) and the City of Milford ("Milford") is the owner of the real property depicted on the Map as N/F of Town of Milford (the "Milford Property"). The aforesaid parcels are depicted on that certain Map entitled "Property of 51 Roses Mill LLC 51-53 Roses Mill Road Milford Connecticut Easement Survey Dated 11/29/23 prepared by Westcott and Mapes, Inc. as filed in the Milford Town Clerk's Office as Map No. \_\_\_\_\_ (the "Map").

**WHEREAS**, Roses Mill require an easement for the purposes of ingress and egress over the Milford Property and Roses Mill desires to maintain the lawn area of the Milford Property. Both the bituminous drive and the lawn area are depicted on the Map, specifically within the area entitled "Easement #1 to 51-53 Roses Mill Road Area = 5,663.3+/- S.F" (the "Easement #1 Area").

**WHEREAS**, Roses Mill and Milford desire to declare an easement for ingress, egress and maintenance over the Easement #1 Area, and to establish their rights and responsibilities with respect to the usage, maintenance and repair of the Easement #1 Area.

**WHEREAS**, Milford require an easement for the purposes of access to and over the Roses Mill Property to maintain, repair and replace, etc. the sidewalk located on the Roses Mill Property and shown as depicted on the Map within the area entitled "Easement #2 to the City of Milford Area 401.8 +/- S.F." (the "Easement #2 Area").

**WHEREAS**, Roses Mill and Milford desire to declare an easement for access to and over the Easement #2 Area for the maintenance, repair and replacement of the sidewalk located therein ("Sidewalk"), and to establish their rights and responsibilities with respect to the usage, maintenance, repair and replacement, etc. of the Sidewalk located in the Easement #2 Area.

**NOW, THEREFORE**, the parties hereto do hereby agree as follows:

### EASEMENT FOR INGRESS AND EGRESS.

1. There is hereby created a perpetual, non-exclusive easement for the purpose of ingress and egress to burden the Milford Property and for the benefit of the Roses Mill Property the location of which is depicted as a driveway running from Roses Mill Road to the Roses Mill Property, crossing over the Milford Property and is entitled "Bit Drive", as shown on the Map (the "Driveway Easement"). This Driveway Easement shall bind the owners of the Roses Mill

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Property and the Milford Property and their successors, heirs, representatives and assigns forever.

2. The Purpose of the Driveway Easement is to provide vehicular and pedestrian ingress and egress to and from Roses Mill Road, across the Milford Property to the Roses Mill Property. The owners of the Milford Property and the Roses Mill Property shall at all times avoid interference with the rights of each other within the Driveway Easement Area.

#### **MAINTENANCE EASEMENT.**

3. There is hereby created a perpetual, non-exclusive easement for the benefit of the Roses Mill Property over the Milford Property shown and depicted on the Map as Easement #1 To 51-53 Roses Mill Road Area = 5,663,3 +/- S./F." (the "Maintenance Easement" and "Maintenance Easement Area"). This Maintenance Easement shall bind the owners of the Roses Mill Property and the Milford Property and their successors, heirs, representatives and assigns forever.

4. The Purpose of the Maintenance Easement is to provide the Roses Mill Property with reasonable access to the Milford Property so that Roses Mill may maintain the lawn, landscape the area and otherwise maintain the area within their sole and reasonable discretion. The owners of the Milford Property and the Roses Mill Property shall at all times avoid interference with the rights of each other within the Maintenance Easement Area.

5. The Maintenance Easement Area shall not be used for any commercial purposes (other than ingress and egress) nor for the storage of any articles, equipment, materials or vehicles thereon, nor for any activity obstructing or interfering with the use thereof by the parties hereto, nor any other use constituting a nuisance or annoyance to the owners of the Milford Property and the Roses Mill Property.

#### **DRIVEWAY EASEMENT AND MAINTENANCE EASEMENT RESPONSIBILITIES.**

6. All required repairs and maintenance of the Maintenance Easement Area (other than the sidewalk located therein) and the Driveway Easement shall be determined solely by the owner of the Roses Mill Property within their reasonable discretion. The owners of the Roses Mill Property shall be obligated at all times: a) to maintain the surface of the Maintenance Easement Area and the Driveway Easement reasonably flat, even and smooth; b) to keep the Maintenance Easement Area and Driveway Easement free from any and all obstacles, vehicles, equipment, materials and debris; c) to keep the Maintenance Easement Area and Driveway Easement cleared of dangerous conditions as reasonably and seasonably appropriate, including but not limited to, accumulations of snow and ice (except as set forth hereinbelow with respect to the sidewalk). The responsibility for and the total costs of all repairs and maintenance to the Maintenance Easement Area and Driveway Easement shall be borne by the owners of the Roses Mill Property. The owners of the Milford Property shall be obligated at all times: a) to maintain the surface of the Maintenance Easement Area reasonably flat, even and smooth; b) to keep the Maintenance Easement Area free from any and all obstacles, vehicles, equipment, materials and

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debris. Notwithstanding the foregoing, the owner of the Milford property shall be solely responsible for the maintenance, repair, upkeep and replacement of the sidewalk located within the Maintenance Easement Area and shall be responsible to at all times maintain the sidewalk in a reasonably safe condition for pedestrian use, including but not limited to the removal of snow and ice.

#### **SIDEWALK EASEMENT.**

7. There is hereby created a perpetual, non-exclusive easement for the benefit of the Milford Property over the Roses Mill Property shown and depicted on the Map as Easement #2 To The City Of Milford Area = 401.8 +/- S./F." (the "Sidewalk Easement" and "Sidewalk Easement Area"). This Sidewalk Easement shall bind the owners of the Roses Mill Property and the Milford Property and their successors, heirs, representatives and assigns forever.

8. The purpose of the Sidewalk Easement is to provide the Milford Property with reasonable access to the Roses Mill Property so that Milford may have the use of the Sidewalk and Milford may maintain, repair and replace, etc. the Sidewalk within their sole and reasonable discretion. The owners of the Milford Property and the Roses Mill Property shall at all times avoid interference with the rights of each other within the Sidewalk Easement Area.

9. All required repairs and maintenance of the Sidewalk located in the Sidewalk Easement Area shall be determined solely by the owner of the Milford Property within their reasonable discretion. The owners of the Milford Property shall be obligated at all times: a) to maintain the surface of the Sidewalk and the Sidewalk Easement Area reasonably flat, even and smooth; b) to keep the Sidewalk and the Sidewalk Easement Area free from any and all obstacles, vehicles, equipment, materials and debris; c) to keep the Sidewalk and the Sidewalk Easement Area cleared of dangerous conditions as reasonably and seasonably appropriate, including but not limited to, accumulations of snow and ice. The responsibility for and the total costs of all repairs, replacements and maintenance to the Sidewalk and the Sidewalk Easement Area shall be borne by the owners of the Milford Property.

#### **GENERAL PROVISIONS.**

10. The owners of the Roses Mill Property and the Milford Property shall at all times maintain general liability insurance to cover the Driveway Easement, the Maintenance Easement and the Maintenance Easement Area, the Sidewalk Easement and the Sidewalk Easement Area with minimum limits of \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate and \$5,000.00 medical payments. Upon reasonable request, copies of such insurance policy shall be provided to the other owner.

11. The Roses Mill Property and the Milford Property will each indemnify the other and hold the other harmless for and against any and all liabilities, losses, suits, claims, judgments, fines and/or demands arising by reason of injury or death of any person and/or damage to any property arising out of their respective easement rights and responsibilities hereunder.

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12. This Agreement may be modified or amended only by an instrument in writing and recorded in the Milford Land Records, made and executed by all parties, including those persons or entities holding any interest in the subject properties.

13. In the event a legal action is commenced to enforce any of the provisions hereof, the prevailing party shall be entitled to recover all costs and expenses of any such action, including reasonable attorney's fees.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.**

Signed, sealed and delivered

in the presence of:

51 Roses Mill LLC

\_\_\_\_\_

BY: \_\_\_\_\_

Name:

Amir Hashemi, Member

\_\_\_\_\_

Name:

STATE OF CONNECTICUT )

) ss. Milford

December \_\_\_\_, 2023

COUNTY OF NEW HAVEN )

Personally appeared, Amir Hashemi, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed, and the free act and deed of 51 Roses Mill Road LLC, before me, the undersigned officer.

\_\_\_\_\_

Joseph S. Dey III

Commissioner of the Superior Court

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City of Milford

\_\_\_\_\_

BY: \_\_\_\_\_

Name:

\_\_\_\_\_

Name:

STATE OF CONNECTICUT )

) ss. Milford

December \_\_\_\_, 2023

COUNTY OF NEW HAVEN )

Personally appeared, \_\_\_\_\_, \_\_\_\_\_ of the City of Milford, signer and sealer of the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed, and the free act and deed of the City of Milford, before me, the undersigned officer.

\_\_\_\_\_

Jonathan D. Berchem

Commissioner of the Superior Court



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# Program for Public Information (PPI)

## Annual Evaluation Report

Community(s): City of Milford, New Haven County, CT

CID 090082

Name of PPI:

City of Milford Community Rating system (CRS) PPI  
Program for Public Information

Submitted by: City of Milford Flood and Erosion Control Board

Email: stevenjohnson@milfordct.gov

Date of Report: 1/14/15, amended 11/14/23

Date Report sent to Governing Body(s): 01/08/24

1. Date of the annual PPI committee meeting for this evaluation: 11/14/23
2. List of committee members that attended the annual PPI committee meeting above:  
Mike Zabinski Chair, Andy Bevilacqua Vice-chair, Tom Bach, John Casey,  
Board Liaison Steve Johnson
3. List the Priority audiences for your community:  
All Milford Residents — Basic information will be developed and distributed to all residents within the City of Milford with respect to flooding.  
Repetitive Loss Areas and Residents within the Floodplain — Many of these areas are within FEMA designated flood zones and specific outreach material will be developed for these areas. There are 502 repetitive loss properties within the City of Milford.  
These repeat claims demonstrate the serious nature of flood hazards and the need for greater flood protection measures.  
Builders Contractors Engineers and Architects — It is important to ensure that these entities have a strong understanding of the permitting requirements, flood protection measures and applicable mitigation grants.  
Neighborhood Beach Associations — Outreach to the neighborhood beach associations through public meetings by inviting them to the monthly Flood and Erosion Control Board meetings.  
Real Estate Agents and Mortgage and Insurance Companies — Information will be provided that will allow these companies to notify potential homebuyers within special flood hazard areas of the flood hazard risk and flood insurance requirements.
4. List the Topics and associated messages with the desired outcomes for each message: Table 3.0 Attached



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5. List the projects in the PPI used to convey the above messages:  
Table 3.0 Attached

6. List which projects were implemented for this reporting period:  
Table 3.0 Attached

7. List why some projects were not implemented (if any):

Continued economic impacts have limited and or delayed some project implementations. The Milford Alerts system and Milford City Hall and Fire Department Social Media Accounts provided updates on safety and storm events. City meetings continue to be a mix of in person and Zoom.

Resources and staffing have been allocated to other critical resiliency and outreach projects. Flooding and drainage issues are a priority for Milford as a coastal City

8. List what progress was made toward the desired outcomes: Table 3.0 Attached
9. List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated. Table 3.0 Attached

**Note:**

There is no required report format, however, you must provide the information requested above. You may use this format and simply populate the above items (recommended), or you could use a worksheet or spreadsheet format with columns added for the items requested above.

An example of a worksheet can be located on pages 20 and 21 of the Developing a Program for Public Information documents. That document can be found in the Activity 330 section of the CRSResources.org web site.

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Table 3  
Public Outreach Projects and Responsibilities

Target Audiences	Relevant Message (Table 4-1)	Intended Outcome (Table 4-1)	Project	Responsible Department	Schedule	Stakeholder
<p>All Milford Residents</p> <p>Repetitive Loss Areas and residents within the floodplain</p> <p>Real Estate Agents, Mortgage and insurance companies</p> <p>Builders, Contractors, Engineers and Architects</p>	<p>A - Know your Flood Hazard</p>	<p>Understand FIRM's</p>	<p>Develop and distribute brochures that explain the FIRM and SLOSH maps</p>	<p>Planning and Zoning</p>	<p>Ongoing</p>	<p>Neighborhood Associations</p> <p>Real Estate Agents</p> <p>Prospective Property owners</p>
			<p>Understand SLOSH maps</p>			
		<p>Understand Sea Level Rise</p>	<p>City staff to provide public outreach on Sea Level Rise.</p>	<p>Planning and Zoning</p>	<p>Spring 2024</p>	<p>Neighborhood Associations</p> <p>Real Estate Agents</p>
		<p>Basic understanding of the causes of flooding.</p>	<p>A link to FEMA flood maps was added to the Assessor's web page.</p>	<p>Assessor's Office</p>	<p>Added September 2022 ongoing</p>	<p>Real Estate Agents</p> <p>Prospective Property owners</p>
			<p>Develop an annual flood preparedness brochure to send to all properties within the floodplain.</p>	<p>Planning and Zoning</p>	<p>ongoing</p>	<p>Repetitive Flood Loss Area Resident</p>
<p>Repetitive Loss Areas</p> <p>Residents within the floodplain</p> <p>All Milford Residents</p>	<p>B - Insure your property for your flood hazard</p>	<p>Obtain appropriate flood insurance</p> <p>Consider purchasing flood insurance even if you are not in a flood zone</p>	<p>Provide information on the NFIP program and the Flood Smart program to local real estate agents.</p>	<p>Planning and Zoning</p>	<p>ongoing</p>	<p>Real Estate Agents</p>
			<p>Provide public outreach designed to inform local real estate agents of the need for agents to notify those interested in purchasing properties located in the Special Flood Hazard Area (SFHA) about the flood hazard and the flood insurance purchase requirement.</p>	<p>Planning and Zoning</p>	<p>ongoing</p>	<p>Repetitive Flood Loss Area Resident</p> <p>Prospective Property owners</p>

Table 3 Public Outreach Projects and Responsibilities (Page 2 of 3)

Target Audiences	Relevant Message (Table 4-1)	Intended Outcome (Table 4-1)	Project	Responsible Department	Schedule	Stakeholder
All Milford Residents	C- Protect your property from the hazard	Do not drive through flooded areas  Evacuate when advised	Make the National Weather Service brochure "Don't Drown Turn Around" available in public locations such as City Hall Police Fire & Health Departments and the Public Library and webpage.	Emergency Management	Completed/in process.	All residents
			Update the emergency management services website to include evacuation routes.	Emergency Management	completed	All residents
			Update the City website home page to show New Haven Tide gage and current tide chart.	Emergency Management Mayors Office MIS	Winter 2023-2024	All residents
			Work with UConn Clear and SeaGrant on a Coastal Storm Preparedness Story Map	Emergency Management	Not completed – project is no longer being updated	All residents
Repetitive Loss Areas  Residents within the floodplain  Real Estate Agents,  Mortgage and insurance Companies	D- Protect your property from the hazards	Elevate your structure higher than required	The Planning Zoning Regulations have been changed to require structures to be elevated to the Design Flood Elevation (2' of freeboard above the base flood elevation)	Planning and Zoning	completed	Repetitive Flood Loss Area Residents  Prospective Property owners
Distribute brochures to local Chamber of Commerce, real estate agents, and insurance agents that advise potential buyers to investigate the flood hazard for a property.			Planning and Zoning	February and September 2023 (digitally)	Real Estate and Insurance Agents  Local Chamber of Commerce organizations  Prospective Property owners	
Builders, Contractors,  Engineers and Architects	E - Build responsibly	Follow all applicable regulations  Obtain all necessary permits	Develop public outreach designed to inform builders, contractors, engineers, and architects of local regulations and permitting requirements	Permitting and Land Use	Spring 2024	Prospective Property owners  Builders, Contractors,  Engineers and Architects
Licensed Land Surveyors	E - Build responsibly	Follow all applicable regulations	Email outreach on new FEMA Elevation Certificates to ensure they are aware of the change and answer any questions on completing the new FEMA certificate forms	Engineering and Permitting and Land Use	Summer 2023	Property owners, Builders, Contractors, Land surveyors, Engineers and Architects

Table 3 Public Outreach Projects and Responsibilities (Page 3 of 3)

Target Audiences	Relevant Message (Table 4-1)	Intended Outcome (Table 4-1)	Project	Responsible Department	Schedule	Stakeholder
All Milford Residents  Repetitive Loss Areas	F - Protect natural floodplain functions	Don't dump fill in floodplains	Develop and distribute a public information brochure regarding the placement of fill in floodplains	Permitting and Land Use	Spring 2023	Neighborhood Association  All Residents
Repetitive Loss properties  Residents within the floodplain	G — Flood Warning & Preparedness	Be prepared ahead of time	Update the City website to include a link to real-time gage information so users can see current water levels and, where available, flood height predictions.  The City will develop and publicize an annual brochure which will be directed to all properties within the floodplain and notifies them that the City is available to provide advice and assistance regarding flood protection.	Emergency Management  Planning and Zoning	Fall 2023  Temporarily halted due to funding	All Residents  All Residents
			The City should consider becoming a National Weather Service Storm Ready Community. If the City does not currently meet the requirements to apply, a plan should be developed to determine the appropriate measures needed to become eligible.	Emergency Management	Applied June 2023 in process with NWS	All Residents

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Action #	Action Title	Action Description	Estimated Cost	Potential Funding Source	Lead Department	Implementation	Priority	Current Status 2023	Current Status Description/Explanation	Keep for Updated Plan?	Updated Action Title/Description (if applicable)
1	Milford Harbor	Dredging of Milford's Inner Harbor, Federal Channel, and Federal Anchorage. USACE anticipates solicitation going out late spring/early summer 2023 for dredging in the winter season of 2023/2024.	\$7,000,000	USACE funding	ACOE-Harbor Master-Harbor Commission	USACE anticipates solicitation going out late spring/early summer 2023 for dredging in the winter season of 2023/2024	High	8/08/23 Project out to bid with NLR memo 8/14/23. Anticipated start date is 10/01/23 with completion date of approximately 1st for 3/31/24. Mooring fields will be reestablished by 4/01/24. Estimated costs remain the same and the project has been substantially funded through the Federal Infrastructure Investment and Jobs Act. One section of the federal channel has been omitted from this dredging project. Upon completion of the current phase we will be working with the USACE to come up with a plan to get the last section dredged. The timeframe for this is still unknown. 8/08/23 no update needed	Yes		
2	Gulf Street & Welch Point Road Bluff Stabilization	The natural earth bluff was eroded by Storm Sandy. If it continues to erode, it will expose the underground utility and endanger the asphalt road. Planning and permitting project only. Planning study are approximately 80% complete but still require construction level plans and bid specifications to be created. Project implementation identified as a new/separate mitigation action (see below) but is contingent upon funding.	\$2,000,000	CDREG-DR State and Federal funds	DPW Director	1-2 years: 2022 - March 2024	High	8/08/23 no update needed		Yes	
3	Gulf Street & Welch Point Road Bluff Stabilization	Implement construction plans to protect the bluff and road infrastructure. Currently working to finalize bid specifications and construction plans and searching for suitable funding source.	\$2,000,000	BRIC, LOT/CP or WRDA Funding	DPW Director	3-5 years: November 2023 - March 2028	High	8/08/23 no update needed		Yes	
4	Bayview Beach Area Flooding Study and Drainage Improvements (CIP Action BB2)	Bayview Beach Area Flooding Study and Drainage Improvements in the area of Field Court. The proposed planning, permitting, and construction project will mitigate flooding dangers in the area and provide safer access through the streets. Drainage improvements have been completed. Working to secure two (2) portable pumps for use in event dune is overtopped.	\$1,200,000 Est. pump cost \$130,000, \$100,000 Federal funds, City Budget	CDREG-DR State and Federal funds, City Budget	Director-OPW	3-5 years: November 2023 - March 2028	High	8/08/23 no update needed		Yes	
5	Pelham Street (Bay Street paper street) Public Access Resiliency (CIP Action M05 and M07)	Analysis of resiliency options to stabilize bluff and protect public access at the base of the Bay Street (paper street). Planning and permitting project only. Planning study completed 3/20/19. 40% design plans reviewed with DEEP, prior to DEEP permitting. Final DEEP CIP permit required.	\$150,000	CDREG-DR State and Federal funds	Director-OPW	1-2 years: April 2022- 2024	Medium	8/08/23 - OPW working with Engineer to develop final plans for bid		Yes	
6	Wepawaug River Elmhower Park Pond Maintenance Assessment	Dredge Wepawaug River Pond at Elmhower Park. Repair dam and shore walk. The pond has been filled with silt and debris which threatens wildlife and habitats. Dredging, dam and spillway repair has not been done in several decades.	\$1,245,000	CRCA / HMA / City Budget	DPW Director	3-5 years: November 2022 - November 2025	Medium	8/08/23 no update needed		Yes	
7	Gulf Beach Breakwater (CIP Action GR-1)	Design plan, permitting and construction of a stone groin to protect Gulf Beach from sand erosion and sediment accumulation in Milford Harbor. Additional design required for the planning project revisions to respond to permitting requirements.	\$2,000,000	CDREG-DR State and Federal funds	DPW Director	5 years: September 2022- June 2027	High	8/08/23 no update needed		Yes	
8	Morningside Bluff, Sewall and Resiliency Maintenance and repair	Construction of Morningside re-entrant to protect Morningside Drive and infrastructure. Maintenance and repair of the existing general along Morningside Drive repairs will be determined based on condition. CDREG-DR funding/Investment Construction / \$1,000,000 funding TBD.	Re-entrant Construction \$1,700,000, Alternates estimated at \$200,000. CDREG-DR funding/Investment Construction / \$1,000,000 funding TBD.	CDREG-DR / BRIC / HMA	Director-OPW	5 years: September 2023 - June 2028	High	8/08/23 - 1.7 million re-entrant construction completed in 11/2022. Three (3) add alternates completed for \$45K including a small boat launch and repair of two outfalls in the area of Little Pond Rd. Need to assess and evaluate other sea wall maintenance items, determine costs and prioritize repairs.		Yes	
9	Bever Brook WWTP Flood Control Project (CIP Action S31)	WWTP process 25% of the City's Sewage and portions of the facility are located in the zone AE I100. Proposal to protect the infrastructure and functioning of the plant.	\$2,000,000	FEMA HMA (BRIC, HMAEP)	DPW Director	3-4 years: December 2021 - December 2024	High	8/08/23 no update needed		Yes	
10	Milford Point Road Elevation Project (CIP Action M0-1)	The road elevation project will mitigate street flooding occurring during high tides. The current project is for road elevation. The protection sidewalk and boardwalk sections are being delayed due to additional funding. Estimate at \$700,000. Current funding is \$500,000.	\$2,000,000	CDREG-DR State and Federal funds	DPW Director	2022-2023	High	8/08/23 Submitted updated flood management certificate to DEEP waiting on FMC final approval by DEEP for submission to CT DPH. Will mobilize once received.		Yes	
11	Debris Management Site Acquisition	Identify appropriate lands near the City's transfer site on Ononogue Road for purposes of disaster debris management. Previous identified site no longer available. Alternate sites to be assessed and	\$1,300,000	HMAV City Budget	DPW Director	2022-2028	High	8/08/23 no update needed		Yes	
12	Elmhower Park Environmental / Existing Renovations	Environmental reclamation, natural resource & recreational environment, floodplain and water quality improvement, park maintenance and park security. This project would combine multiple separate improvements to the park. A new pavilion would be installed that would include electricity, a small storage room, and a more family-friendly picnic and play area. The park's walking trails would be assessed and improved where needed. The park's bathrooms would also be upgraded.	\$475,000	ARPA	ARPA Grant Coordinator & Open Space Manager	2022-2026	Medium	8/08/23 Assessing and evaluating engineered design.		Yes	
13	Tumblebrook Flood Control Study	Commission study to control flooding along Tumblebrook which flows approximately 3000 linear feet from the Orange town line to the Milford town line. The study area includes over 200 acres of densely developed and populated area. Flooding has occurred in many homes and flooding on Route 1. Develop scope of work for bidding documentation.	\$100,000	CRCA / HMA / DPW	DPW Director	1-2 years: 2022-2023	Medium	8/08/23 no update needed		Yes	
14	City-Wide Flood Zone Warning System Upgrade	Flood gauge and flood warning system upgrades town wide. Develop scope of work for bidding documentation.	\$125,000	HMA	Emergency management Director	3-5 years: November 2023 - November 2028	Medium	8/08/23 no update needed		Yes	

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Action	Action Title	Action Description	Estimated Cost	Potential Funding Source	Lead Department	Implementation Schedule	Priority	Current Status/2023	Current Status Description/Explanation	Keep for Updated Plan?	Updated Action Title/Description (if applicable)
15	IT Infrastructure	Where appropriate and when available the City needs to upgrade IT. This will give mapping and communications infrastructure. This will give capabilities to mitigate and assess hazard risks and perform public outreach. This project will ensure security of municipal buildings, allowing for controlled door access. It will replace building data calling and fiber where needed and provide wireless access where possible. Proximity card reads will be installed at all external doors at the Parsons Government Building, which will allow for secure access to the building. There will also be an update to the uninterruptible power supplies and generators to ensure continuity of operations. started 11/22.	\$500,000	BRIC/DPW / CIRCA / City Budget	DPW Director	3-5 years: November 2024 - November 2027	Medium	8/08/23 no update needed	8/08/23 Send email to Adam for Status	Yes	
16	Coastal Resiliency for Areas Outside Existing Resiliency Projects	Milford has approximately 17 miles of coastline. Many low-lying shoreline neighborhoods are prone to flooding and shoreline erosion. Some have benefited from resiliency projects. Others are undergoing study. This project would review the remaining areas. Develop scope of work for bid/d documentation.	Engineering Assessment: \$10,000. Maintenance: \$500,000.	City Budget	DPW Director	3-5 years: 2022-2027	High	8/08/23 no update needed		Yes	
17	Wapowaug River Pond Dredging Maintenance - 3 lower ponds.	Periodic maintenance dredging will be needed at North Pond, City Hall Pond and Prospect St Pond locations to remove accumulated sediment to minimize the material flowing into the Harbor. Survey of the pond's depth should be scheduled to compare to baseline.		City Budget	DPW Director / DPW Coordinator	Five year project 2023-2028	Medium	8/08/23 no update needed		Yes	
18	Resiliency CT Project for Multi-Family Housing Areas	Work with CIRCA to determine whether one of the two existing multi-family housing resiliency areas identified by Resiliency Connecticut should be scoped for project development.	Fees for City staff time - CIRCA covers costs	CIRCA / City Budget	DPW Director / DPW Coordinator	Five year project 2023-2028	Medium	8/08/23 no update needed		Yes	
19	Resiliency CT Project for TOD Areas	Work with CIRCA to determine whether one of the two TODs identified by Resiliency Connecticut should be scoped for project development.	Fees for City staff time - CIRCA covers study costs	CIRCA / City Budget	DPW Director / DPW Coordinator	Five year project 2023-2028	Medium	8/08/23 no update needed		Yes	
20	Climate Resiliency Projects	Scoping and development of climate resiliency planning projects for neighborhoods, City wide and regionally.	Medium to High	DEP Climate Resiliency Fund	DPW Director / DPW Coordinator	3-5 years: November 2022 - November 2027	High	8/08/23 no update needed		Yes	
21	West Avenue Parallel Force Main Lining	Install curbed-in-place liner inside approximately 5,800 linear feet of 30-inch diameter ductile iron force main. The existing force main was to be used should the parallel force main installed eight years ago need to have repairs. Because of its condition the existing force main is out of service and cannot be used as intended.	\$2,900,000	FEMA/HMA/BRIC/HMGP, FMAN, CDBG-DR	Wastewater Superintendent - DPW	3-5 years: November 2022 - November 2027	High	8/08/23 - inquiry to Synchro		Yes	
22	Sanitary Sewer and Manhole Lining Projects - Various Locations	Install curbed-in-place liner in approximately 14,000 linear feet of the existing 8 to 21-inch diameter verified city and reinforced concrete sanitary sewer and manholes. These sewers currently experience excessive inflow and infiltration and are in the Heathsterone area, Edgerfield Avenue, Aveseer Street, Admore Road, Saumell Road, East Broadway area, and the siphon sewer at Point Point Road.	A: \$3,100,000; C: \$400,000	FEMA/HMA/BRIC/HMGP, FMAN, CDBG-DR	Wastewater Superintendent - DPW	3-5 years: November 2022 - November 2027	High	8/08/23 - Specification, mapping, closed circuit television inspection and associated reports have been submitted to purchasing to prepare a bid package. Additional engineering work may be needed to complete the process.		Yes	
23	Gulf Pond Pump Upgrade	This pumping station was constructed in 1989 with a major upgrade in 2012. The four existing pumps are original to the station and are vertical sewage pumps driven by 250 hp motors mounted on the upper floor through drive shafts. Upgrade would replace the existing pump and motor with new dry-pit submersible pumps.	\$2,600,000	FEMA/HMA/BRIC/HMGP, FMAN, CDBG-DR	Wastewater Superintendent - DPW	3-5 years: November 2022 - November 2027	High	8/08/23 no update needed		Yes	
24	Kale Brook Flood Control Study	Kale Brook conduct an engineering study for flooding along Kale Brook from the intersection of the 15,000 linear feet of the Orange town line to Route 1 (Boston Post Road). Flooding occurs in heavy rains affecting many homes and businesses and impacting travel on Route 1.	\$100,000	CIRCA / City Budget	DPW Director	3-5 years: 2022-2027	Medium	8/08/23 no update needed		Yes	
25	Emergency Management Software	Enterprise emergency management software and hardware to coordinate departmental response and collection of data for increased efficiency in emergency response. Software documentation for Local, State and Federal reporting and response.	\$250,000	BRIC/FMA Grant funding	IT Director	3 years: 2023-2026	High	8/08/23 no update needed		Yes	
26	Flooding Recommendations property protections	Pursue elevation of residential properties that suffer flood damage. TBD. If it's not elevated, there is a flood-damage reduction. FEMA grants. Working with property owners to reduce potential losses.	TBD	High / HMGP / BRIC and Private funding	Flood Plain Manager / Grants Coordinator	1-5 years 2023-2029	High	8/08/23 no update needed		Yes	
27	Tree Management	Creation and implementation of an overall tree assessment and maintenance plan for City property. The town has a tree warden and crew but lacks sufficient funds for personnel, software, field hardware support, and equipment assets for a health assessment. An overall assessment and management plan would allow the crew to improve tree efficiency and reduce the time and cost of electric line work. The assessment would also provide data needed to estimate costs of pruning and removal. Funding and software assessment.	\$100,000	HMA / City Budget	DPW Director	1-2 years 2023-2025	High	8/08/23 no update needed		Yes	
28	Wapowaug River Watershed and Resiliency Plan	Creation of a watershed plan for the Wapowaug River focusing on water quality and flood resiliency. Watershed plan is necessary for application for additional grant funding. Looking for funding source.	\$150,000-\$500,000	HMA / CIRCA	DPW Director	3-5 years: November 2024 - November 2029	Medium	8/08/23 no update needed		Yes	
29	Stormwater Retrofits Plan	Creation of a stormwater retrofits plan to meet resilience and water quality goals. Looking for funding source. Plan for mitigation and enhancement of flooding resiliency.	\$100,000	BRIC / HMA	DPW Director - Engineering	1-2 years: 2022 - 2023	Medium	8/08/23 no update needed		Yes	



8e

Action #	Action Title	Action Description	Estimated Cost	Potential Funding Source	Lead Department	Implementation Schedule	Priority	Current Status/2023	Current Status/Description (if applicable)	Keep for Updated Plan?
41	Auderson Avenue Pumping Station Upgrade	Improvements and resiliency upgrades to replace the pumps and control, channel grinders, stand-by generator and buried lift of tank. Upgrades to protect against flooding during storm events.	\$1,500,000	FEMA HMA (BRIC, HMGP, FEMA); HUD CBRS-DR	Wastewater Superintendent - DPW	3-5 years: November 2022 - November 2027	High	8/08/23 Project is on the wastewater capital list but is not funded		yes
42	Vicount Drive Pumping Station Upgrade	Improvements and resiliency upgrades to replace Proposed pumps and control, channel grinders, stand-by generator, and stand-by generator and buried lift of tank.	\$2,000,000	FEMA HMA (BRIC, HMGP, FEMA); HUD CBRS-DR	Wastewater Superintendent - DPW	3-5 years: November 2022 - November 2027	High	8/08/23 Project is on the wastewater capital list but is not funded		yes
43	Upgrades to Protect Pumping Stations and Treatment Facilities from Sea Level Rise	Improvements and resiliency upgrades to 10 additional pumping stations not included in other projects, and the Beaver Brook WWTF to protect against flooding during storm events and sea level rise.	\$1,700,000	FEMA HMA (BRIC, HMGP, FEMA); HUD CBRS-DR	Wastewater Superintendent - DPW	3-5 years: November 2022 - November 2027	High	8/08/23 Project is on the wastewater capital list but is not funded		yes
144	Walrus (Wilderness Beach) (CIP Action WW3)	Coastal resiliency plan and permitting done project for sand replenishment and outfall replacement (rip-rap). Beaching study completed 3/30/19. Permits not issued at this time. The timeline is not known.	TBD	TBD	Director-DPW	3-5 years: November 2023 - March 2028	High	Under Review	The FECS has requested a summary of the project timeline, description, and action items. Project requires CT DEEP, USACE and USFWS permitting.	yes
145	Crescent Beach Resiliency (CIP Action BW2 and BW3)	Analysis of resiliency options for Woodmont Crescent Beach. Planning study completed 3/30/19. Permits not issued at this time. Ownership titles to be confirmed for all abutting parcels.	Est. cost \$250,000 - 300,000	TBD	Director-DPW	1-2 years: March 2023 - 2025	High	Under Review	ACOE permit received with conditions. Needs to be reviewed with the FECS. Funding to be determined based on the approved scope of work.	yes



8f

**RESUME**

**FULL NAME:** Kimberly Jenkins

**ADDRESS:** 5 Mill Pond Close Milford, CT 06460

**PHONE NUMBER:** 203-856-9497

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Job Coach  
Shelton Public Schools

**EDUCATION:** (List All Degrees) Bachelor of Arts

**CIVIC ACTIVITIES:** Volunteer Blue Spruce Farm (Rescue Horse Farm)

Beth El Shelter Soup Kitchen Volunteer

Best Buddies (Shelton High School)

**PROFESSIONAL ORGANIZATIONS:**

American Marketing Association (Former Member)

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

None

8f  
**RESUME**

**FULL NAME:** Michael Zabinski

**ADDRESS:** 102 Shorefront, 06460

**PHONE NUMBER:** 203 878-3939

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Fairfield University, Professor,  
School of Engineering – Mechanical Engineering

**EDUCATION:** (List All Degrees) University of CT, BS, MS Mechanical  
Engineering; University of New Haven, MS Computer Science; Yale  
University, MS, MPhil, Ph.D. Engineering and Applied Science

**CIVIC ACTIVITIES:** \_\_\_\_\_  
\_\_\_\_\_  
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**PROFESSIONAL ORGANIZATIONS:** \_\_\_\_\_  
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**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Flood & Erosion Control Board  
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8f

**RESUME**

**FULL NAME:** John R. Casey, Jr.

**ADDRESS:** 93 Wilcox Road, 06460

**PHONE NUMBER:** 203 878-1741

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

**PLACE OF EMPLOYMENT:** (With Job Title) Town of Stratford, Town

Engineer

**EDUCATION:** (List All Degrees) University of New Haven – MBA, University of

CT – BS, Fairfield University - BA

**CIVIC ACTIVITIES:** Boy Scout Leader, Milford United Soccer

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

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

Member Flood & Erosion Control Board

8f

**RESUME**

**FULL NAME:** Suzanne Whittaker

**ADDRESS:** 525 Milford Point Road, 06460

**PHONE NUMBER:** 203 877-3812

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

**PLACE OF EMPLOYMENT:** (With Job Title) Paralegal, Residential Real

Estate Berchem Moses and Devlin

**EDUCATION:** (List All Degrees) Quinnipiac College 1967

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

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

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

Member Historic District Commission since 1976

8f

**RESUME**

**FULL NAME:** Linda B. Stephenson

**ADDRESS:** 69 Elaine Road, 06460

**PHONE NUMBER:** 203 545-1583

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

**PLACE OF EMPLOYMENT:** (With Job Title) Pitney Bowes Inc., Stamford -  
Director, Global Mailing Systems Staffing

**EDUCATION:** (List All Degrees) Master of Science in Counseling - Southern  
Connecticut State University, New Haven; Bachelor of Science in  
Criminal Justice/Correctional Counseling - University of New Haven

**CIVIC ACTIVITIES:** \_\_\_\_\_  
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**PROFESSIONAL ORGANIZATIONS:** \_\_\_\_\_  
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**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Milford Council on Aging  
Alternate Member Historic District Commission  
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8f

**RESUME**

**FULL NAME:** Walter A. Ortoleva

**ADDRESS:** 244 Seaside Avenue, 06460

**PHONE NUMBER:** 203 877-4186

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

**PLACE OF EMPLOYMENT:** (With Job Title) Self-employed – Director of  
Photography – TV Industry

**EDUCATION:** (List All Degrees) 1983 BS – Southern Connecticut State  
University, Also studied filmmaking at New York University

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

**PROFESSIONAL ORGANIZATIONS:** Media Communications International

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member South of the Green Historic District

8f  
**RESUME**

**FULL NAME:** Melissa Tranquilli

**ADDRESS:** 105 Red Bush Lane, 06461

**PHONE NUMBER:** 203 928-9225

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Bridgeport Hospital Milford  
Campus – Surgical Technician

**EDUCATION:** (List All Degrees) Eli Whitney Surgical Tech - Certification  
Surgical Tech

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

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

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

Member Milford Department of Human Services

8f  
**RESUME**

**FULL NAME:** Mallory Nugent

**ADDRESS:** 90 Barton Road, 06460

**PHONE NUMBER:** 203 727-1874

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

**PLACE OF EMPLOYMENT:** (With Job Title) Everytown for Gun Safety,  
New York, NY

**EDUCATION:** (List All Degrees) Fordham University, Masters in Social Work;  
Rutgers University, Bachelor of Arts in Social Work

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

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

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

Member Milford Department of Human Services



8f

**RESUME**

**FULL NAME:** Brendan J. Magnan

**ADDRESS:** 153 Rogers Avenue, 06460

**PHONE NUMBER:** 203 804-2014

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

**PLACE OF EMPLOYMENT:** (With Job Title) Unilever – Global Procurement  
Manager June 2009-December 2011

**EDUCATION:** (List All Degrees) University of Vermont, B.S.

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

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

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

Member Inland Wetlands Agency

8f

**RESUME**

**FULL NAME:** Nicholas Ricci

**ADDRESS:** 159 Burnt Plains Road, 06461

**PHONE NUMBER:** 203-645-4051

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Shift Security Supervisor

Sikorsky Aircraft

**EDUCATION:** (List All Degrees) Charter Oak State College Public Safety

Administration B.S., Anna Maria College, Masters in Public Administration

**CIVIC ACTIVITIES:** Devon Rotary Basketball, Junior Major League Babe

Ruth, Milford Republican Town Committee 2019-Present, Milford Republican

Town Committee 1<sup>st</sup> District Chair 2022- Present, SCC 14<sup>th</sup> District Delegate

2023-Present

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

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

8f

**RESUME**

**FULL NAME:** Nicole S. Servas

**ADDRESS:** 29 Musket Hill Lane, 06461

**PHONE NUMBER:** 203 715-5111

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

**PLACE OF EMPLOYMENT:** (With Job Title) Harold F. Woodruff Family  
Branch, Operations Director

**EDUCATION:** (List All Degrees) State University of New York at Stony Brook -  
BA

**CIVIC ACTIVITIES:** Social Service Network of Milford; Mayor's Youth  
Network of Milford; Mayor's Youth Network Community Forum  
Committee; Platt Technical Vocational High School Admissions Advisory  
Committee; Milford Collaborative; Leader on Loan to Milford United Way

**PROFESSIONAL ORGANIZATIONS:** \_\_\_\_\_  
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**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Member Milford Government Access Television Committee  
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8f  
**RESUME**

**FULL NAME:** Erik Smith

**ADDRESS:** 2 Glenwood Ave, 06460

**PHONE NUMBER:** 203-215-9846

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Coldwell Banker, Real Estate  
Agent

**EDUCATION:** (List All Degrees) Fairfield University, MBA  
Quinnipiac University, BS

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

**PROFESSIONAL ORGANIZATIONS:** Business Network International

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Constable 2021-2023

8F  
**RESUME**

**FULL NAME:** Katie R. Martino

**ADDRESS:** 41 Jackson Drive, 06460

**PHONE NUMBER:** 203-521-5439

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) ParalegalCT, LLC, Owner/Paralegal  
Licensed Real Estate Agent

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

**CIVIC ACTIVITIES:** Milford Republican Town Committee

**PROFESSIONAL ORGANIZATIONS:** Past Elks and Kiwanis Member

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

8f  
**RESUME**

**FULL NAME:** Christopher C. McKenna

**ADDRESS:** 24 Rose Street, 06460

**PHONE NUMBER:** 203 876-7268

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

**PLACE OF EMPLOYMENT:** (With Job Title) McKenna, Dyer & Company PC -  
Partner

**EDUCATION:** (List All Degrees) Southern Connecticut State University -  
BS in Business Administration, Concentration in Accounting

**CIVIC ACTIVITIES:** Member Waterbury Chamber of Commerce, Member  
Waterbury BPOE

**PROFESSIONAL ORGANIZATIONS:** Member American Institute of Certified  
Public Accountants, Member CT Society of Certified Public Accountants,  
Member National Association of Realtors

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Current Member Pension and Retirement Board  
Former Alternate Member Pension and Retirement Board

8f  
**RESUME**

**FULL NAME:** Christian M. McInnis

**ADDRESS:** 60 Point Lookout, 06460

**PHONE NUMBER:** \_\_\_\_\_

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

**PLACE OF EMPLOYMENT:** (With Job Title) The McInnis Companies,  
President and CEO

**EDUCATION:** (List All Degrees) Professional Golfers Career College/(San Diego  
State accreditation) in Temecula, CA – BA degree

**CIVIC ACTIVITIES:** Board of Milford Bank, Milford Hospital and Milford  
Yacht Club; Family Ambassador at St. Mary School; Member Milford  
Rotary, Milford Chamber of Commerce and Coast Guard Auxiliary

**PROFESSIONAL ORGANIZATIONS:** Member of Connecticut Association of  
Personnel Services, The Society for Clinical Research Professionals,  
HIPAA CT Counsel, American Medical Writers Association and the  
Academy of Pharmaceutical Physicians

**GOVERNMENT ACTIVITY:** (List Elected or Appointed Positions and Dates)  
Current Member Pension and Retirement Board

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84  
**RESUME**

**FULL NAME:** Anne Marie Kindley

**ADDRESS:** 94 Sixth Avenue, 06460

**PHONE NUMBER:** 203 414-4841

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

**PLACE OF EMPLOYMENT:** (With Job Title) Office of the Public Defender

Bridgeport, CT- Senior Assistant Public Defender

**EDUCATION:** (List All Degrees) Western New England College School of Law,  
Springfield, MA- Juris Doctor; and University of South Carolina, Columbia, SC-  
BA in Political Science

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

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

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

Alternate Member Pension and Retirement Board

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8f

**RESUME**

**FULL NAME:** Jerry Farina

**ADDRESS:** 31 Bonsilene Street, 06460

**PHONE NUMBER:** 203-623-4461

**POLITICAL AFFILIATION:** R  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) Retired- Previously a small  
business owner

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

**CIVIC ACTIVITIES:** Milford Republican Town Committee

Former Ethics Commission Chair

Member of the Precious Blood Parish

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

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

Pension and Retirement Board

8f

**RESUME**

**FULL NAME:** David A. Ellison

**ADDRESS:** 20 Ward Street, 06460

**PHONE NUMBER:** 203-623-9869

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

**PLACE OF EMPLOYMENT:** (With Job Title) Ellison Homes, LLC

**EDUCATION:** (List All Degrees) BS in Business Administration, Finance from  
Bryant University

**CIVIC ACTIVITIES:** Mary Taylor memorial United Methodist Church,  
Milford Jaycees (1980's and 1990's)

Coached soccer, basketball, and baseball

**PROFESSIONAL ORGANIZATIONS:** Certified Financial Planner (retired)  
National Association of Realtors

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

8f  
**RESUME**

**FULL NAME:** Jes Kraus

**ADDRESS:** 76 Ranch Road, 06460

**PHONE NUMBER:** 802-999-8335

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

**PLACE OF EMPLOYMENT:** (With Job Title) Southern Connecticut State

University- Chief Human Resources Officer

**EDUCATION:** (List All Degrees) Vermont Law School, Juris Doctor

Vermont Police Academy, Law Enforcement Officer

United States Coast Guard Academy, Bachelor of Science in Government

**CIVIC ACTIVITIES:** Transaction, member that helped pass legislation

improving Vermont's non-discrimination laws 2005-2007. Board President of

Outright Vermont 2006-2007. Member of Burlington Children's Space 2004-

2006.

**PROFESSIONAL ORGANIZATIONS:** Vermont Bar Association 2004- present

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

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8f

**RESUME**

**FULL NAME:** Elizabeth Brana Maurer

**ADDRESS:** 22 Norway Street, 06460

**PHONE NUMBER:** 203-877-0211

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

**PLACE OF EMPLOYMENT:** (With Job Title) Retired Bridgeport Board of Education, Manager of Budget and Financial Reporting

**EDUCATION:** (List All Degrees) M.L.S. from Southern Connecticut State University, M.A. in Urban Affairs and Policy Analysis from The New School for Social Research, and B.A. in Political Science and Russian Area Studies from Drew University

**CIVIC ACTIVITIES:** Member of The Democratic Town Committee 2<sup>nd</sup> District Board Member for the Milford YMCA

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

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

8f  
**RESUME**

**FULL NAME:** Frank Musante

**ADDRESS:** 26 Covington Drive, 06461

**PHONE NUMBER:** 203-804-9930

**POLITICAL AFFILIATION:** R  X  D  U

**PLACE OF EMPLOYMENT:** (With Job Title) State Farms in Southbury

Licensed Insurance Agent, specializing in Property, Casualty, Life, and

Disability Insurance

**EDUCATION:** (List All Degrees) Bachelor's in political science

**CIVIC ACTIVITIES:** Member of Milford Republican Town Committee

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

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

Constable 2021-2023





# 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: Monday, January 8, 2024

Re: Refunds

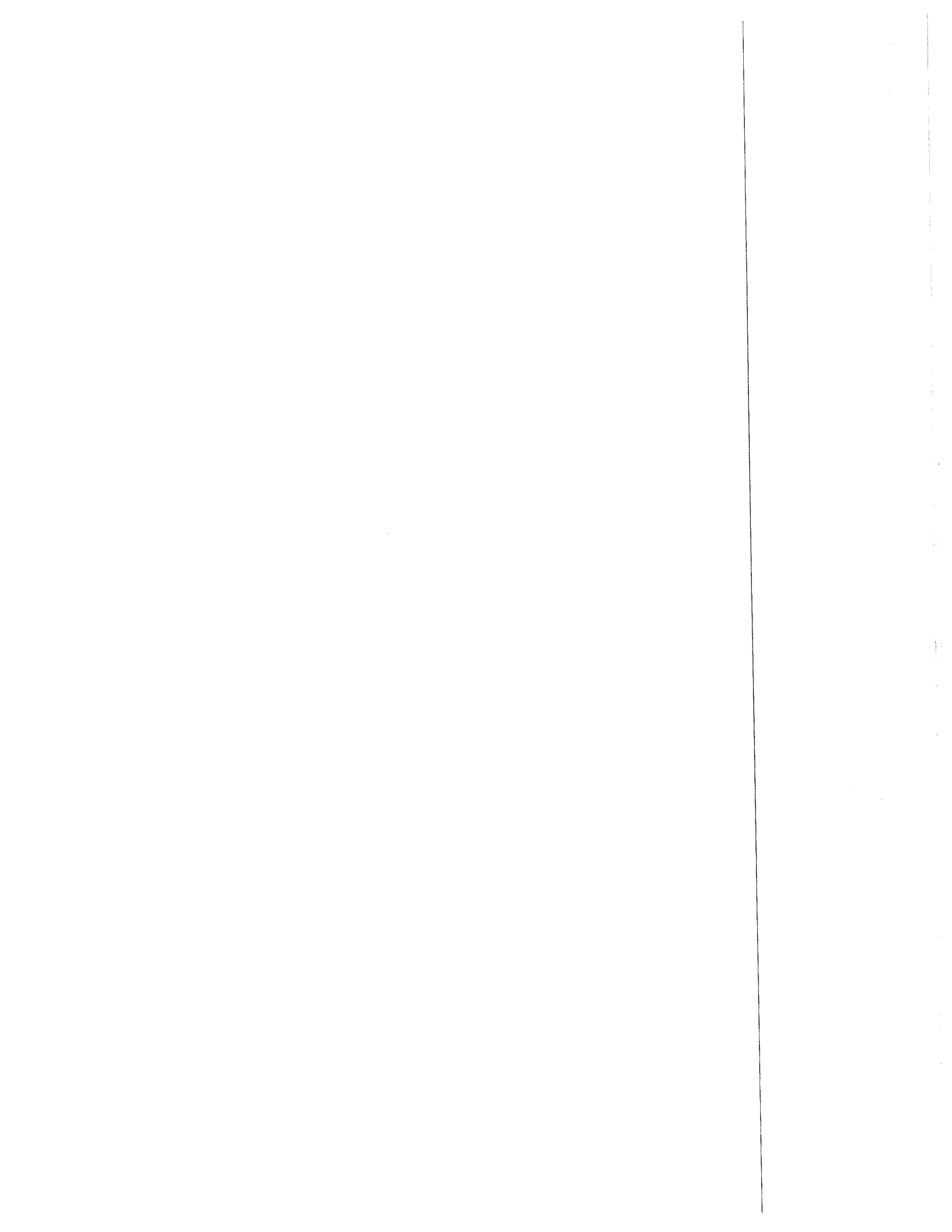
See attached computer listing of refunds direct to taxpayers and/or banks.

**The Total Refunds for the January 8, 2024, meeting is \$14,717.26.**

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 - 25301  
 Detail Report in Sequential Order  
 Interest Date 1/08/2024 Receipt Date 1/08/2024

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid/Due</u>	<u>Balance</u> <u>Due</u>
1	602180	2022	M	BAIA SEAN R	-31.13	0.00	0.00	0.00	-31.13	0.00
	<b>REFUND</b>									
				Check:	-31.13					
	REF BAIA SEAN									
	Total Bills:	-31.13		Total Recv'd:	-31.13	Change Due:	0.00			
2	602566	2022	M	BARNARD CHARLES N JR	-200.78	0.00	0.00	0.00	-200.78	0.00
	<b>REFUND</b>									
				Check:	-200.78					
	REF BARNARD CHARLES									
	Total Bills:	-200.78		Total Recv'd:	-200.78	Change Due:	0.00			
3	605042	2022	M	BROWN MAXWELL BENJAMIN	-599.93	0.00	0.00	0.00	-599.93	0.00
	<b>REFUND</b>									
				Check:	-599.93					
	REF BROWN MAXWELL									
	Total Bills:	-599.93		Total Recv'd:	-599.93	Change Due:	0.00			
4	606723	2022	M	CASUAL FURNITURE AND GRILL SERVICE	-62.29	0.00	0.00	0.00	-62.29	0.00
	<b>REFUND</b>									
				Check:	-62.29					
	REF CASUAL FURNITURE									
	Total Bills:	-62.29		Total Recv'd:	-62.29	Change Due:	0.00			
5	13216	2021	R	MONGILLO KAREN	-1,050.36	0.00	0.00	0.00	-1,050.36	0.00
	<b>REFUND</b>									
				Check:	-1,050.36					
	REF CORELOGIC									
6	13216	2021	U	MONGILLO KAREN	-170.52	0.00	0.00	0.00	-170.52	0.00
	<b>REFUND</b>									
				Check:	-170.52					
	REF CORELOGIC									
	Total Bills:	-1,220.88		Total Recv'd:	-1,220.88	Change Due:	0.00			
7	609525	2022	M	CROSS MEREDITH BRINEGAR	-716.78	0.00	0.00	0.00	-716.78	0.00
	<b>REFUND</b>									
				Check:	-716.78					
	REF CROSS MEREDITH									
	Total Bills:	-716.78		Total Recv'd:	-716.78	Change Due:	0.00			
8	612281	2022	M	DRURY MICHAEL L	-224.78	0.00	0.00	0.00	-224.78	0.00
	<b>REFUND</b>									
				Check:	-224.78					
	REF DRURY MICHAEL									
	Total Bills:	-224.78		Total Recv'd:	-224.78	Change Due:	0.00			
9	613608	2022	M	ENTERPRISE FM TRUST	-144.88	0.00	0.00	0.00	-144.88	0.00
	<b>REFUND</b>									
				Check:	-144.88					
	REF ENTERPRISE									

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<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Paid Due</u>	<u>Balance Due</u>
Total Bills: -144.88				Total Recv'd: -144.88		Change Due: 0.00			
618426	2022	M	HARDEN DANA LOUISE	-144.52	0.00	0.00	0.00	-144.52	0.00
<b>REFUND</b>									
Check: -144.52									
REF HARDEN DANA									
Total Bills: -144.52				Total Recv'd: -144.52		Change Due: 0.00			
618707	2022	M	HAWKINS STEWART W	-142.64	0.00	0.00	0.00	-142.64	0.00
<b>REFUND</b>									
Check: -142.64									
REF HAWKINS DAVID									
Total Bills: -142.64				Total Recv'd: -142.64		Change Due: 0.00			
622468	2022	M	KAMYKOWSKI HEATHER ZELEM	-133.86	0.00	0.00	0.00	-133.86	0.00
<b>REFUND</b>									
Check: -133.86									
REF KAMYKOWSKI H									
Total Bills: -133.86				Total Recv'd: -133.86		Change Due: 0.00			
624991	2022	M	LEACH NELSON	-315.57	0.00	0.00	0.00	-315.57	0.00
<b>REFUND</b>									
Check: -315.57									
REF LEACH NELSON									
Total Bills: -315.57				Total Recv'd: -315.57		Change Due: 0.00			
4 626204	2022	M	LUMAS EDWARD P	-146.80	0.00	0.00	0.00	-146.80	0.00
<b>REFUND</b>									
Check: -146.80									
LUMAS EDWARD P									
Total Bills: -146.80				Total Recv'd: -146.80		Change Due: 0.00			
5 626441	2022	M	LYSAK RACHEL V	-210.16	0.00	0.00	0.00	-210.16	0.00
<b>REFUND</b>									
Check: -210.16									
REF LYSAK RACHEL									
Total Bills: -210.16				Total Recv'd: -210.16		Change Due: 0.00			
6 626663	2022	M	MAGANA RAFAEL	-236.48	0.00	0.00	0.00	-236.48	0.00
<b>REFUND</b>									
Check: -236.48									
REF MAGANA GERDA									
Total Bills: -236.48				Total Recv'd: -236.48		Change Due: 0.00			
7 628984	2022	M	MEYER DAVID G	-16.98	0.00	0.00	0.00	-16.98	0.00
<b>REFUND</b>									
Check: -16.98									
REF MEYER DAVID									
Total Bills: -16.98				Total Recv'd: -16.98		Change Due: 0.00			

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Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid/Due	Balance Due
18	629131	2022	M	MIERZEJEWSKI LYNDA ANN	-100.28	0.00	0.00	0.00	-100.28	0.00
				<b>REFUND</b>						
				Check: -100.28						
				REF MIERZEJEWSKI						
				Total Bills: -100.28	Total Recv'd: -100.28	Change Due: 0.00				
19	629826	2022	M	MONDIN LARISSA C	-188.55	0.00	0.00	0.00	-188.55	0.00
				<b>REFUND</b>						
				Check: -188.55						
				REF MONDIN LARISSA						
				Total Bills: -188.55	Total Recv'd: -188.55	Change Due: 0.00				
20	630255	2022	M	MORROW JULIA S	-187.67	0.00	0.00	0.00	-187.67	0.00
				<b>REFUND</b>						
				Check: -187.67						
				REF MORROW JULIA						
				Total Bills: -187.67	Total Recv'd: -187.67	Change Due: 0.00				
21	630877	2022	M	NAPOLI MARK A	-94.68	0.00	0.00	0.00	-94.68	0.00
				<b>REFUND</b>						
				Check: -94.68						
				REF NAPOLI MARK						
				Total Bills: -94.68	Total Recv'd: -94.68	Change Due: 0.00				
22	13026	2020	R	ARC HOSPITALITY PORTFOLIO II OWNER	-3,777.00	0.00	0.00	0.00	-3,777.00	0.00
				<b>REFUND</b>						
				Check: -3,777.00						
				REF NTL TAX SEARCH						
				Total Bills: -3,777.00	Total Recv'd: -3,777.00	Change Due: 0.00				
23	631454	2022	M	NISSAN INFINITI LT LLC	-397.18	0.00	0.00	0.00	-397.18	0.00
				<b>REFUND</b>						
				Check: -397.18						
				REF NISSAN						
24	631536	2022	M	NISSAN INFINITI LT LLC	-89.46	0.00	0.00	0.00	-89.46	0.00
				<b>REFUND</b>						
				Check: -89.46						
				REF NISSAN						
25	631719	2022	M	NISSAN INFINITI LT LLC	-277.99	0.00	0.00	0.00	-277.99	0.00
				<b>REFUND</b>						
				Check: -277.99						
				REF NISSAN						
26	631730	2022	M	NISSAN INFINITI LT LLC	-456.41	0.00	0.00	0.00	-456.41	0.00
				<b>REFUND</b>						
				Check: -456.41						
				REF NISSAN						
				Total Bills: -1,221.04	Total Recv'd: -1,221.04	Change Due: 0.00				

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List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
634043	2022	M	PERRELLI AMY E	-42.14	0.00	0.00	0.00	-42.14	0.00
			<b>REFUND</b>						
			Check: -42.14						
			REF PERRELLI AMY						
Total Bills:				-42.14					
		Total Recv'd:		-42.14	Change Due:		0.00		
634148	2022	M	PETERSON ARNOLD W	-351.72	0.00	0.00	0.00	-351.72	0.00
			<b>REFUND</b>						
			Check: -351.72						
			REF PETERSON ARNOLD						
Total Bills:				-351.72					
		Total Recv'd:		-351.72	Change Due:		0.00		
13367	2022	P	RE:MIND LLC	-45.75	0.00	0.00	0.00	-45.75	0.00
			<b>REFUND</b>						
			Check: -45.75						
			REF REMIND LLC						
Total Bills:				-45.75					
		Total Recv'd:		-45.75	Change Due:		0.00		
636407	2022	M	RICCA JEFFREY ROBERT	-272.38	0.00	0.00	0.00	-272.38	0.00
			<b>REFUND</b>						
			Check: -272.38						
			REF RICCA JEFFREY						
Total Bills:				-272.38					
		Total Recv'd:		-272.38	Change Due:		0.00		
2374	2022	R	SIMON MICHAEL &	-344.24	0.00	0.00	0.00	-344.24	0.00
			<b>REFUND</b>						
			Check: -344.24						
			REF SIMON MICHAEL						
Total Bills:				-344.24					
		Total Recv'd:		-344.24	Change Due:		0.00		
2	12644	2021	P SOLIDAGO LLC	-44.93	0.00	0.00	0.00	-44.93	0.00
			<b>REFUND</b>						
			Check: -44.93						
			REF LYSAK RACHEL						
Total Bills:				-44.93					
		Total Recv'd:		-44.93	Change Due:		0.00		
3	12644	2022	P SOLIDAGO LLC	-39.83	0.00	0.00	0.00	-39.83	0.00
			<b>REFUND</b>						
			Check: -39.83						
			REF LYSAK RACHEL						
Total Bills:				-84.76					
		Total Recv'd:		-84.76	Change Due:		0.00		
14	643970	2022	M TREMBECZKI JAMES F	-275.32	0.00	0.00	0.00	-275.32	0.00
			<b>REFUND</b>						
			Check: -275.32						
			REF TREMBECZKI JAMES						
Total Bills:				-275.32					
		Total Recv'd:		-275.32	Change Due:		0.00		
35	644825	2022	M VARGAS CONCEPCION LEIDY CAROLINA	-150.92	0.00	0.00	0.00	-150.92	0.00
			<b>REFUND</b>						
			Check: -150.92						
			REF VARGAS LEIDY						

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<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Paid Due</u>	<u>Balance Due</u>
Total Bills:		-150.92	Total Recv'd:		-150.92	Change Due:	0.00			
36	645019	2022	M	VAULT TRUST	-272.13	0.00	0.00	0.00	-272.13	0.00
				<b>REFUND</b>						
				Check:	-272.13					
				REF VAULT TRUST						
Total Bills:		-272.13	Total Recv'd:		-272.13	Change Due:	0.00			
37	645027	2022	M	VAULT TRUST	-488.62	0.00	0.00	0.00	-488.62	0.00
				<b>REFUND</b>						
				Check:	-488.62					
				REF VAULT TRUST						
Total Bills:		-488.62	Total Recv'd:		-488.62	Change Due:	0.00			
38	645063	2022	M	VCFS AUTO LEASING CO	-318.28	0.00	0.00	0.00	-318.28	0.00
				<b>REFUND</b>						
				Check:	-318.28					
				REF VCFS						
39	645089	2022	M	VCFS AUTO LEASING CO	-725.02	0.00	0.00	0.00	-725.02	0.00
				<b>REFUND</b>						
				Check:	-725.02					
				REF VCFS						
Total Bills:		-1,043.30	Total Recv'd:		-1,043.30	Change Due:	0.00			
40	645909	2022	M	VW CREDIT LEASING LTD	-405.56	0.00	0.00	0.00	-405.56	0.00
				<b>REFUND</b>						
				Check:	-405.56					
				REF VW						
Total Bills:		-405.56	Total Recv'd:		-405.56	Change Due:	0.00			
41	648423	2022	M	HONDA LEASE TRUST	-150.22	0.00	0.00	0.00	-150.22	0.00
				<b>REFUND</b>						
				Check:	-150.22					
				REF HONDA						
42	619888	2022	M	HONDA LEASE TRUST	-370.39	0.00	0.00	0.00	-370.39	0.00
				<b>REFUND</b>						
				Check:	-370.39					
				REF HONDA						
Total Bills:		-520.61	Total Recv'd:		-520.61	Change Due:	0.00			
43	635947	2022	M	RATZENBERGER CATHERINE H	-302.13	0.00	0.00	0.00	-302.13	0.00
				<b>REFUND</b>						
				Check:	-302.13					
				REF RATZENBERGER C						
Total Bills:		-302.13	Total Recv'd:		-302.13	Change Due:	0.00			

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<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
Starting Cash in Drawer				0.00					
Total Cash Received				0.00					
Total Cash in Drawer				0.00					
Total Amount in Checks				-14,717.26					
Total Amount in Credit				0.00					
Total Amount in Drawer				-14,717.26					
Total Adjustments				0.00					
Total Refunds				-14,717.26					
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>
2020	R REAL ESTATE	1 Payment(s)	-3,777.00	0.00	0.00	0.00	-3,777.00
2020 TOTAL		1 Payment(s)	-3,777.00	0.00	0.00	0.00	-3,777.00
2021	P PERSONAL PROPERTY	1 Payment(s)	-44.93	0.00	0.00	0.00	-44.93
2021	R REAL ESTATE	1 Payment(s)	-1,050.36	0.00	0.00	0.00	-1,050.36
2021	U SEWER USE	1 Payment(s)	-170.52	0.00	0.00	0.00	-170.52
2021 TOTAL		3 Payment(s)	-1,265.81	0.00	0.00	0.00	-1,265.81
2022	M MOTOR VEHICLE	36 Payment(s)	-9,244.63	0.00	0.00	0.00	-9,244.63
2022	P PERSONAL PROPERTY	2 Payment(s)	-85.58	0.00	0.00	0.00	-85.58
2022	R REAL ESTATE	1 Payment(s)	-344.24	0.00	0.00	0.00	-344.24
2022 TOTAL		39 Payment(s)	-9,674.45	0.00	0.00	0.00	-9,674.45
		<b>43 Payment(s)</b>	<b>-14,717.26</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-14,717.26</b>

