

BOARD OF ALDERMEN

OPERATIONS & PROCEDURES SUBCOMMITTEE MEETING

JANUARY 25, 2018 – 7:00 P.M.

JOAN WILLIAMSON ALDERMANIC CHAMBERS

MINUTES

Charles Sampson called the meeting to order at 7:00 p.m. All rose and pledged allegiance to the flag.

Roll Call

Present: Charles Sampson, Beverly Moran, Ronald Sill

Absent: Barbara L. DeGennaro

Also Present: The Honorable Mayor Richard Dziekan
Andrew Baklik, Chief of Staff
Dr. Matthew Conway, Superintendent of Schools
Keith A. McLiverty, City Treasurer
Marc J. Garofalo, Town & City Clerk
Vincent Marino, Corporation Counsel

ADDITIONS, DELETIONS, CORRECTION TO THE AGENDA

NONE

PUBLIC PORTION

Mr. Sampson asked if anyone wished to address the committee during public portion.

Keith A. McLiverty, City Treasurer

I think on your agenda tonight is to refer to the full Board of Aldermen item #7 – move to adopt resolution to authorize study on school regionalization pursuant to Connecticut General Statutes Section 10-39 et. Seq. I just want to speak out in favor of at least commencing the study. We have to go into this with a clean canvas, clean slate. The possibilities are not pre-determined – let's just study it. Clearly regionalization is the next way we can find some savings or efficiencies in government and we have to do that. So this is a great step and I support it.

Mr. Sampson asked three more times if anyone wished to address the committee. Hearing no requests the public portion was closed.

ELECT CHAIR OF THE COMMITTEE

A MOTION was made by Ms. Moran with a second by Mr. Sill to elect Barbara L. DeGennaro as Chair of the Operations & Procedures Sub-committee. **Motion carried.**

APPROVE MINUTES OF THE AUGUST 8, 2017 OPERATIONS & PROCEDURES MEETING

A MOTION was made by Mr. Sill with a second by Mr. Sampson to place the Minutes of the August 8, 2017 meeting on file with the Town & City Clerk. **Motion carried.**

**MOVE TO ADOPT RESOLUTION TO AUTHORIZE STUDY ON SCHOOL REGIONALIZATION
PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 10-39 ET. SEQ. -
DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF
ALDERMEN**

**RESOLUTION TO AUTHORIZE STUDY ON SCHOOL REGIONALIZATION PURSUANT TO
GENERAL STATUTES § 10-39 ET. SEQ.**

WHEREAS, the Board of Aldermen strive to achieve the highest quality education for the students of Derby and to maximize the resources available for teaching professionals; and

WHEREAS, the Board of Aldermen seeks to support the needs of Derby's school system in a manner responsible to the City's taxpayers; and

WHEREAS, the Board of Aldermen desires to explore the most cost effective way to improve and enhance the quality of the educational system in Derby;

THEREFORE, the Board of Aldermen does hereby authorize the establishment of a temporary regional school study committee pursuant to General Statutes § 10-40, the Board of Aldermen shall appoint five members to the committee, two of whom shall be current members of the Derby Board of Education.

The committee shall study the advisability of establishing a regional school district, and provide written report to the Board of Aldermen no less than every three months, providing a status report on the progress of the committee.

A final report determining the advisability of a regional school district shall be delivered to the Board of Aldermen by the committee as proscribed in General Statutes § 10-43, but no later than two years from the date the committee is established, unless otherwise authorized.

If the recommendation from the temporary regional school study committee is to establish a regional school district, and the recommendation is approved by the State Board of Education as proscribed in General Statutes § 10-43, then a referendum shall be held in each of the participating towns as is set forth in General Statutes § 10-45.

A MOTION was made by Mr. Sill with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen to move to adopt the resolution to authorize the study on school regionalization pursuant to Connecticut General Statutes Section 10-39 Et. Seq.

DISCUSSION ON MOTION

Ms. Moran said Mr. McLiverty said Ansonia why not Shelton? Mr. McLiverty said his understanding is you can do it with anyone you want. He said that Ansonia is on board to have a joint committee meet to discuss this. Atty. Marino said the genesis of this started with Derby being approached by the City of Ansonia so that is the direction we were going with and ultimately if the study shows this isn't the best direction to go then we can look at other options. He informed the committee that the statute limits the cost of the study to \$10.00 per student over the term of the existence of the study. There is about 1,600 – 1,700 students so that would be the total cost to the City. Atty.

Marino said it is our understanding that there may be a grant to reimburse the City. Mr. Sill asked if this would be a committee that is picked by the Mayor and approved by the Board of Aldermen. Atty. Marino said this would be a committee that is appointed by the Mayor. Mr. Sampson said the committee must have at least two members of the Board of Education and the other three would be at-will from the Mayor. Once we pass the resolution the State will then give us a member to direct us and guide us through this process. He said it is a two-year process and within that time you have to come up with a report. Mr. Sampson said the \$16,500 cost of this is the amount of money split with the town kicking in \$10.00 per student also. That fund over two years must be split in half and you can spend up to half the first year and then half during the second year. Mr. Sampson said he has spoken with Representative Linda Gentile who informed him that there are funds on the State level now that are untouched for this type of committee. Rep. Gentile has stated that once this resolution has passed she will put in for reimbursement for Derby and Ansonia for the cost of this committee. Mr. Sill said he would just like to expedite this and have names ready for the committee. Mayor Dziekan said he would like two members from the Board of Education, one from the Board of Aldermen, one from the Board of Apportionment & Taxation and one civilian member. He noted that this is open for discussion.

MOTION CARRIED.

**MOVE TO ADOPT RESOLUTIONS REGARDING ROUTE 34 WIDENING DESIGN PROJECT –
DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF
ALDERMEN/ALDERWOMEN**

City of Derby
Board of Aldermen

RESOLUTION CONCERNING THE ROUTE 34 DESIGN PROJECT

WHEREAS, the Naugatuck Valley Council of Governments (the "NVCOG"), the Connecticut Department of Transportation (the "DOT"), and the City of Derby (the "City"), are working on designing improvements to Route 34, which roadway is also known as Main Street in the City, from the vicinity of Ausonio Drive to Bridge Street, a distance of approximately 3,300 feet (the "Project").

WHEREAS, the Project is designated as State Project No. 0036-0184 and the NVCOG is administering the design of the Project and has contracted DeCarlo & Doll, Inc. to prepare the design plans and project specifications.

WHEREAS, in August 2011, following the completion of the preliminary design plans, a public hearing was held on the plans.

WHEREAS, the Federal Highway Administration (the "FHWA") and the DOT reviewed the preliminary design plans and in October 2014, the FHWA authorized the final design of the plans.

WHEREAS, as the result of the passage of time, on December 4, 2014, a new public informational meeting was held to present the revisions to the preliminary design plans to the public.

WHEREAS, in 2016, the City completed a comprehensive planning process focused on the revitalization and redevelopment of the area south of Main Street, which included requests to modify the roadway plans.

WHEREAS, the semi-final and final design tasks have been on hold since November 2016. In order to restart the project design and advance the Project, the NVCOG requires confirmation, by way of resolution of the City's Board of Aldermen, that the City approves the eight (8) design elements and project conditions detailed in that certain memorandum dated November 8, 2017 from the NVCOG with a heading "Memorandum: Route 34 Design Project."

NOW THEREFORE, BE IT RESOLVED that, the City, acting by and through its Board of Aldermen, hereby approves the design elements and project conditions, and through this Resolution, binds the City in accordance with the terms contained herein.

BE IT FURTHER RESOLVED, that the City covenants and agrees that it will construct a multi-use path within the redevelopment district south of Main Street, either as part of the redevelopment project, funded by the developer, or as a stand-alone project to cause direct connection with the Derby Greenway and extend to Factory Street.

BE IT FURTHER RESOLVED, that the City covenants and agrees that it will work with The Home Depot to modify the permanent easement and restrictive covenant recorded in City land records, volume 2097, at page 719, to allow modification of the buffer area to include the new bicycle path and relocation of the monument to the northeast corner of Main Street and Ausonio Drive.

BE IT FURTHER RESOLVED that the City covenants and agrees that it will be responsible for maintaining the parking spaces, including snow removal, along the south side of Main Street from about Elizabeth Street to Factory Street, following completion of the Project.

BE IT FURTHER RESOLVED that the City covenants and agrees to modify the current traffic circulation on Elizabeth Street and Minerva Street to one-way circulation and agrees that these streets remain in the Project.

BE IT FURTHER RESOLVED that the City covenants and agrees to support the creation of a new National Historic District based on the historic survey completed by DeCarlo & Doll on buildings located on the north side of Main Street (the "Subject Area") and, providing that any change in designation of the Subject Area does not impair, limit or otherwise impact the redevelopment of the Subject Area, will file an application for creation of a new National Historic District.

BE IT FURTHER RESOLVED that the City understands and agrees that the design of the sanitary sewer improvements will be completed by the Route 34 project design engineer, and agrees and understands that to the extent that the cost of this design work is a non-participating expense, the expense will be the responsibility of the City. The City further agrees and understands that the cost of the construction of the sanitary sewer improvements will be incorporated into the road project but to the extent that such cost is not eligible for reimbursement from the federal aid project, it will be the sole responsibility of the City. The City covenants and agrees that it will provide a demand

deposit, if required, to the State of Connecticut to meet any and all financial obligations for non-participating activities related to the sanitary sewer improvements.

BE IT FURTHER RESOLVED that the City supports and endorses the construction of a parking lot on the southeast corner of Main Street and Bridge Street to provide spaces for visitors to the businesses along Main Street between Elizabeth Street and Olivia Street/Bridge Street and covenants and agrees that it will be responsible for maintaining the lot, including snow removal, following the completion of the Project after ownership has been conveyed to the City.

A MOTION was made by Ms. Moran with a second by Mr. Sill to recommend to the full Board of Aldermen/Aldерwoman to move to adopt resolutions regarding Route 34 widening design project. **Motion carried.**

MOVE TO APPROVE AGREEMENT WITH MILONE & MACBROOM LEVEE RATING IMPROVEMENT ON THE SOUTH SIDE OF MAIN STREET. DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN

A MOTION was made by Mr. Sampson with a second by Mr. Sill to recommend to the full Board of Aldermen/Aldерwomen to move to approve the agreement with Milone & MacBroom Levee Rating Improvement on the south side of Main Street.

DISCUSSION ON MOTION

Mr. Sampson said he went over this with the Mayor and it has to be done prior to anything being funded and noted there is unanticipated money from 125 Hawthorne Avenue.

MOTION CARRIED.

MOVE TO ADOPT NEW ORDINANCE REGARDING LOCAL REGULATIONS FOR BINGO GAMES. DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN

Mr. Sill asked where this came from. Mayor Dziekan said the State of Connecticut.

PROPOSED BINGO, BAZAAR, AND RAFFLE ORDINANCES

The City of Derby should consider revising and amending ordinance section 53-29. Current ordinance section 53-29 states that "[s]ections 7-170 to 7-186, inclusive, of the Connecticut General Statutes are hereby adopted and shall govern all bazaar and raffle activity within the territorial limits of the municipality of Derby." This ordinance should be revised and amended to include bingo activity and to reflect the new legislation. The revised and amended ordinance should state the following:

"Sections 7-169 to 7-169e, inclusive, as amended, of the Connecticut General Statutes are hereby adopted and shall govern all bingo activity within the territorial limits of the municipality of Derby. Sections 7-170 to 7-186, inclusive, as amended, of the Connecticut General Statutes are hereby adopted and shall govern all bazaar and raffle activity within the territorial limits of the municipality of Derby."

The City of Derby should consider creating a new ordinance regarding tuition raffles. Public Act 17-231 does not obligate the City of Derby to create a new ordinance;

rather, the City may adopt a tuition raffle ordinance if it chooses. If the City chooses to adopt a new tuition raffle ordinance, the following ordinance language should be used:

"Any organization permitted to conduct a tuition raffle may fund all or a part of a student recipient's education or pay all or part of a student recipient's student loan each year for a period not to exceed four years. The student recipient may be the actual tuition raffle winner, a relative of the tuition raffle winner, or a student chosen by the tuition raffle winner. Any tuition raffle winner must designate a student recipient within four years. The organization conducting the tuition raffle shall have authority to permit the tuition prize to be divided among multiple student recipients designated by the raffle winner. The tuition prize may be paid each consecutive year, commencing with the first year of the student recipient's education at an accredited private or parochial school, or public or independent institution of higher education selected by the student recipient. The tuition prize may be paid directly to the educational institution or financial institution that made the student loan designated by the student recipient. No tuition prize shall be redeemed or redeemable for cash."

The City of Derby should also adopt ordinances to establish the fees to be charged for bingo, bazaar, and raffle permits. The following ordinance language should be adopted:

Bingo permit fees shall vary based upon the permit class. The fee for a Class A bingo permit shall be \$75.00. The fee for a Class B bingo permit shall be \$10.00 per day. The fee for a Class C bingo permit shall be \$50.00.

Bazaar and raffle permit fees shall vary based upon the permit class. The fee for a Class No. 1 permit shall be \$75.00. The fee for a Class No. 2 permit shall be \$30.00. The fee for a Class No. 3 permit shall be \$60.00 for each day of the bazaar. The fee for a Class No. 4 permit shall be \$15.00. The fee for a Class No. 5 permit shall be \$120.00. The fee for a Class No. 6 permit shall be \$150.00. The fee for a Class No. 7 permit shall be \$300.00.

A MOTION was made by Mr. Sill with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderswoman to move to adopt new ordinance regarding local regulations for bingo games.

DISCUSSION ON MOTION

Mr. Sampson informed the committee that the State of Connecticut passed the Public Act in 2017 and noted that the Chief of Police is responsible. Mr. Sill said that's the way it used to be with Vegas Nights, etc...

MOTION CARRIED.

MOVE TO ADOPT REVISIONS TO SECTION 64-5 OF THE ORDINANCES REGARDING PROCEDURE FOR WITHHOLDING OF APPROVAL OF APPLICATION FOR BUILDING PERMIT WHEN REAL ESTATE TAXES OR WPCA FEES ARE DELINQUENT. DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN

Current

§64 5. Procedure for withholding of approval of application for building permit when real estate taxes are delinquent.

- a) Pursuant to section 7-148(c)(2)(8) of the Connecticut General Statutes, as may be amended, the Building Inspector and the office of the Building Inspector shall not approve an application for a building permit when taxes are delinquent for the property for which the application is made, except as hereinafter provided.
- b) Upon request of the Building Inspector of the office of the Building Inspector, the City Tax Collector or such other person or persons as designated by the City Tax Collector, shall determine if there are delinquent taxes for a property for which an application for a building permit is made and report the findings thereof in written form to the official requesting same; provided, that if the property owner, or other person responsible for payment of taxes on such property, has entered into an agreement with the City Tax Collector for the installment payment of delinquent real property taxes for such property, said permit shall not be withheld if the payments called for in said agreement are not in default, provided further, that if the property owner, or other person responsible for the payment of taxes on such property, has filed a petition seeking relief in the U.S. Bankruptcy Court, said permit shall not be withheld during the pendency of such bankruptcy proceedings solely on the basis of the delinquent taxes owed for the subject property.
- c) Nothing in this section shall be construed as to authorize the Building Inspector or the office of the Building Inspector to withhold an application for a zoning permit, a demolition permit, a sign permit, a heating permit, a plumbing permit, an electrical permit, an air conditioning permit, a ventilating permit, a refrigeration permit, any other mechanical equipment permit, or any permit for equipment for which provision is made or the installation of which is regulated by the Connecticut State Building Code.

Adopted by the Board of Aldermen and approved by the Mayor on October 23, 2014

Amended

§64 5. Procedure for withholding of approval of application for building permit when real estate taxes are delinquent.

- a) Pursuant to section 7-148(c)(2)(8) of the Connecticut General Statutes, as may be amended, the Building Inspector and the office of the Building Inspector shall not approve an application for a building permit when taxes are delinquent for the property for which the application is made, except as hereinafter provided.
- b) Upon request of the Building Inspector of the office of the Building Inspector, the City Tax Collector or such other person or persons as designated by the City Tax Collector, shall determine if there are delinquent taxes for a property for which an application for a building permit is made and report the findings thereof in written form to the official requesting same; provided, that if the property owner, or other person responsible for payment of taxes on such property, has entered into an agreement with the City Tax Collector for the installment payment of delinquent real property taxes for such property, said permit shall not be withheld if the payments called for in said agreement are not in default, provided further, that if the property owner, or other person responsible for the payment of taxes on such property, has filed a petition seeking relief in the U.S. Bankruptcy Court,

said permit shall not be withheld during the pendency of such bankruptcy proceedings solely on the basis of the delinquent taxes owed for the subject property.

- c) Nothing in this section shall be construed as to authorize the Building Inspector or the office of the Building Inspector to withhold an application for a zoning permit, a demolition permit, a sign permit, a heating permit, a plumbing permit, an electrical permit, an air conditioning permit, a ventilating permit, a refrigeration permit, any other mechanical equipment permit, or any permit for equipment for which provision is made or the installation of which is regulated by the Connecticut State Building Code.
- d) **Nothing in this section shall be so construed as to authorize the Building Inspector of the office of the Building Inspector to withhold an application for a building permit to expressly fix all violations of the Connecticut State Fire Safety Code as determined by the Fire Marshal or the office of the Fire Marshal.**

A MOTION was made by Mr. Sampson with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen to move to adopt revisions to Section 64-5 of the ordinances regarding procedure for withholding of approval of application for building permit when real estate taxes or WPCA fees are delinquent. **Motion carried.**

MOVE TO ADOPT POSITION DESCRIPTION FOR DIRECTOR OF OPERATIONS.
DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN

A MOTION was made by Mr. Sill with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen to move to adopt the position description for Director of Operations. **Motion carried.**

There was a discussion as to the compensation for the position. It was noted that compensation wasn't on the agenda. The committee moved to reopen Additions, Deletions and Corrections to the agenda.

A MOTION was made by Mr. Sill with a second by Mr. Sampson to re-open Additions, Deletions and Corrections to the agenda to add 12a. Compensation for the Director of Operations at \$75,000 per year and 13a to add compensation for the Economic Development Liaison at \$25.00 per hour. **Motion carried.**

PUBLIC PORTION

Mr. Sampson asked if anyone wished to address the committee regarding new agenda item 12a and 13a. No one wished to address the committee regarding these items.

Public Portion was closed.

COMPENSATION FOR THE DIRECTOR OF OPERATIONS POSITION - \$75,000.00 PER YEAR

A MOTION was made by Ms. Moran with a second by Mr. Sill to recommend to the full Board of Aldermen/Alderwomen to set the compensation for the Director of Operations at \$75,000.00 per year. **Motion carried.**

**MOVE TO ADOPT POSITION DESCRIPTION FOR ECONOMIC DEVELOPMENT LIAISON.
DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF
ALDERMEN/ALDERWOMEN**

A MOTION was made by Mr. Sill with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen to move to adopt the position description for Economic Development Liaison. **Motion carried.**

COMPENSATION FOR THE ECONOMIC DEVELOPMENT LIAISON POSITION AT \$25.00 PER HOUR

A MOTION was made by Mr. Sill with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen to set the compensation for the Economic Development Liaison position at \$25.00 per hour. **Motion carried.**

**MONTHLY DEPARTMENT HEAD REPORTS AND ATTENDANCE OF DEPARTMENT HEADS AT
REGULAR MONTHLY MEETINGS OF THE FULL BOARD OF ALDERMEN/ALDERWOMEN.
DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF
ALDERMEN/ALDERWOMEN**

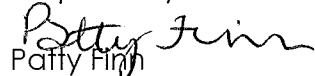
Mr. Sampson said this is something that I brought up and discussed with the Mayor. He noted that he has sat through a number of Board of Aldermen/Alderwomen meetings where he has submitted a monthly report and very rarely has he ever been asked a question. Mr. Sampson said the monthly reports will still be delivered to the Board of Aldermen/Alderwomen and we're pushing to have those available a week prior to the actual meeting. He said if there are any questions on those reports we can do one of two things – a. request that the department head come to the full Board of Aldermen/Alderwomen meeting and have their presentation scheduled at the beginning of the agenda or b. request that the department head attend the appropriate sub-committee meeting. Mr. Sampson noted that every member of the Board of Aldermen should be able to reach out to any department head with any concerns. He said he would like to streamline the meetings so they're as productive as possible. Mr. Sampson said it was his idea to remove the section of department head reports from the Board of Aldermen agenda and forcing the department heads to come to each Board of Aldermen meeting. He would like to see items on the Board of Aldermen agenda be actionable items. Mr. Sill

A MOTION was made by Mr. Sill with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen to discuss the proposed changes. **Motion carried.**

ADJOURNMENT

A MOTION was made by Mr. Sill with a second by Ms. Moran to adjourn the meeting at 7:23 p.m. **Motion carried.**

Respectfully submitted,



Patty Finn
Recording Secretary

THESE MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF ALDERMEN OPERATIONS & PROCEDURES SUBCOMMITTEE AT THEIR NEXT MEETING.

8.3.3

*Engineering, Planning,
Landscape Architecture
and Environmental Science*



MILONE & MACBROOM®

January 3, 2018

Mayor Richard Dziekan
Derby City Hall
1 Elizabeth Street
Derby, CT 06410

**RE: Levee Rating Improvement Assistance
Downtown Redevelopment Area
Derby, Connecticut
MMI #1560-132-0**

Dear Mayor Dziekan:

In accordance with our recent meeting, we are pleased to submit herein our proposal to assist the city in attempting to upgrade the status of the levee system within the Downtown Redevelopment area with the United States Army Corps of Engineers (USACE).

As you are aware, in order to move forward with the city's Downtown Redevelopment project, the levee system within Derby will have to be upgraded to a "minimally acceptable" status with the USACE. This will require a joint effort of your Public Works Department and our office and will involve coordination, investigation, and various repairs. Our portion of this effort will include the following tasks:

SCOPE OF SERVICES

- 1.0 Provide guidance and assistance to your Public Works Department in identifying and observing the required repairs within Derby's levee system. It is anticipated that the Public Works Department will either perform or arrange for the necessary repair work.
- 2.0 Assist your Public Works Department in obtaining TV inspection and other investigation necessary to document the condition of the existing levee system and underdrain. Again, it is assumed that your Public Works Department will arrange for this work.
- 3.0 Coordinate with the USACE on its review of this information and provide the necessary administrative support to assist the city in attempting to obtain an upgrade of the status of the levee system in Derby to "minimally acceptable."

TIME FOR COMPLETION

The estimated time required to perform this work is approximately 4 to 6 weeks, depending upon the availability and schedule of the closed-circuit television (CCTV) inspection contractor.

PROFESSIONAL FEES

We will perform these services on an hourly basis at our standard rates plus direct nonsalary expenses to a maximum amount of \$15,000, which amount will not be exceeded without your prior authorization.

Milone & MacBroom, Inc., 99 Realty Drive, Cheshire, Connecticut 06410 (203) 271-1773 Fax (203) 272-9733
www.miloneandmacbroom.com

Connecticut • Maine • Massachusetts • New Hampshire • New York • South Carolina • Vermont

8.3.3

Mayor Richard Dziekan
January 3, 2018
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STANDARD TERMS AND CONDITIONS

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

EXCLUSIONS AND LIMITATIONS

In submitting this proposal, we cannot guarantee that the levee will receive a minimally acceptable rating from the USACE.

Please note that the following services are not included in this proposal:

1. Additional survey, soil borings, or other investigations
2. Detailed design
3. Regulatory approval assistance (except as noted above)
4. Environmental investigations or analysis
5. Assistance with the portion of the levee located in Ansonia
6. Cost of corrective work or CCTV inspection

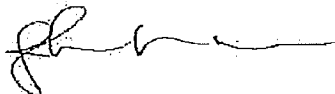
ACCEPTANCE

The original and one copy of this proposal are enclosed. If it satisfactorily sets forth your understanding of the arrangement between us, please sign one copy in the space provided and return it to us for our files.

We appreciate the opportunity to be of service and look forward to continuing to assist the city in achieving a successful Downtown Redevelopment project.

Very truly yours,

MILONE & MACBROOM, INC.



John M. Milone, P.E.
President

Enclosures

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The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)

2018 Standard Hourly Rates & Reimbursable Expenses

Clerical	\$ 65.00	Per Hour
Survey Crew Member	\$ 85.00	Per Hour
Draftsperson/Technician	\$ 93.00	Per Hour
Senior Draftsperson/Technician	\$ 98.00	Per Hour
Inspector	\$110.00	Per Hour
Senior Inspector	\$120.00	Per Hour
Chief Inspector	\$140.00	Per Hour
Resident Project Representative	\$160.00	Per Hour
Engineer/Designer/Planner	\$120.00	Per Hour
Senior Engineer/Designer/Planner	\$140.00	Per Hour
Licensed Professional/Specialist	\$160.00	Per Hour
Lead Licensed Professional/Specialist	\$170.00	Per Hour
Senior Licensed Professional/Specialist	\$195.00	Per Hour
Principal	\$230.00	Per Hour

Reimbursable Expenses

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photo Copies – 8½ x 11	\$ 0.12	Per Copy
Photo Copies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	(IRS Rate)	Per Mile

STANDARD TERMS AND CONDITIONS

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (MMI) for the Client.

1. **Method of Payment:** Monthly, MMI will invoice Client for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. Client shall notify MMI in writing of any disputed amount within 10 days after date of invoice; otherwise, Client shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by MMI. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that MMI retains a collection agency or attorneys to recover any monies owed by Client to MMI, then MMI shall also be entitled to recover its reasonable cost of collection and legal costs from Client, including, but not limited to, all fees and costs incurred by MMI under mediation and litigation proceedings. MMI may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by MMI within 60 days from the date of MMI's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client for such suspension due to Client's breach of payment terms. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of project. Should Services be suspended for a period of ninety (90) days, MMI shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with MMI's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

2. **Level of Services:** The Level of Service will be performed for the exclusive benefit of Client. MMI will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of MMI's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

Client shall not be entitled to assert a claim against MMI based on any theory of professional negligence or violation of the standard of care unless and until Client has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that MMI has violated the standard of care applicable to MMI's performance of those Services under this Contract. Client shall promptly provide such independent opinion to MMI, and the parties shall endeavor in good faith to resolve the claim within 30 days.

3. **Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by MMI hereunder shall be delivered to Client upon final payment for MMI's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of MMI. Client agrees that all deliverables furnished to the Client not paid for in full will be returned to MMI upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of MMI. Copies of any electronic media or disks of originals of any of MMI's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by MMI are instruments of MMI's service, and MMI shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

MMI shall have the right to include photographic or artistic representations of the Project among MMI's promotional and professional materials. MMI shall be given reasonable access to the Project to make such representations. Client shall advise MMI of confidential or proprietary information which should be excluded from promotional materials.

4. **Limitation of MMI's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the Client and MMI, the Client agrees that except for circumstances caused by the willful misconduct of MMI, all claims for damages asserted against MMI by Client, including claims against MMI's directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. MMI is solely responsible for its personnel only, and no

others. MMI shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by Client as a result of MMI's performance or nonperformance of Services. MMI shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by Client in writing and received by MMI within one (1) year after completion or termination of the Services.

5. **Client Indemnification:** Client shall indemnify and hold harmless MMI and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of Client, Client's employees, agents, and subcontractors, or (ii) Client's breach of Contract.
6. **Required Disclosures by Client:** Client shall provide MMI all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by MMI or protection or safety of MMI personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate MMI for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to MMI under this Contract is met, that MMI shall have the right to suspend or terminate further performance or continuance of Services until Client and MMI have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should MMI or any MMI employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and MMI is not a party to the dispute, MMI shall be compensated by Client for MMI's preparations, document retrieval, document reproduction, and testimony at MMI's current hourly rates. MMI shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. Client agrees to reimburse MMI for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and MMI shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between MMI and Client. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.