



# TOWN OF MIDDLEBURY

## Board of Selectmen

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July 19 2023 at 4:00 PM

TOWN CLERK'S OFFICE

MIDDLEBURY, CT

### MINUTES

Meeting of the Board of Selectmen

July 17, 2023 – 4:00 p.m.

Town Hall Conference Room

*Joseph M. Resciss*  
TOWN CLERK

Start – 4:00 p.m.

End – 5:15 p.m.

#### **Present:**

Edward B. St. John, First Selectman  
Elaine Strobel, Selectman  
J. Paul Vance, Selectman  
Robert Smith, Town Attorney  
Dan Norton, Director of D.P.W.  
Rita Smith, Library Board of Trustees –  
Chairman, PD – Commissioner, BOF-member  
Pat Deely, Chief of Police  
Ron Hunt, Police Lieutenant  
Andrew Cota, Extra Duty Solutions

Terry McAuliffe, Economic Development -  
Chairman  
Marj Needham, Middlebury Bee Intelligencer  
Liana St. Germain, Recording Clerk

#### **Also Preset:**

Steve Huebner  
Joe Puzzo  
Ralph Barra  
Maryann Barra

#### **Call to Order with Pledge of Allegiance**

The meeting was called to order by the First Selectman at 4:00 p.m. with the Pledge of Allegiance.

#### **Approval of June 1<sup>st</sup>, 2023 Meeting Minutes**

First Selectman Edward B. St. John MOTIONED to approve the June 19<sup>th</sup>, 2023 minutes SECONDED by J. Paul Vance. Unanimous approval.

#### **Tax Rebates**

Marc A. Caputo \$ 122.43  
Paula Escutia \$ 92.65  
Sally W. Kernan \$ 282.28  
Daniel R. & Sherry Pyles \$ 291.24  
Shannon E. Pane \$ 107.22

First Selectman St. John MOTIONED that these rebates take their usual course, SECONDED by Selectman Strobel. Unanimous approval.

#### **Re-Appointments**

First Selectman St. John MOTIONED to re-appoint Judith Mirrer (R) to the Commission on Aging, SECONDED by Selectman Strobel. Unanimous approval. Term: 06/16/23 – 06/16/25

First Selectman St. John MOTIONED to re-appoint Vincent T. Graziano Sr. (R) to the Ethics Commission SECONDED by Selectman Strobel. Unanimous approval. Term: 05/06/22 – 05/06/27

Selectman Strobel MOTIONED to re-appoint Paul Bialobrzkeski (R) to the Land Preservation Open Space Acquisition Commission, SECONDED by First Selectman St. John. Unanimous approval. Term 2/1/23 – 2/1/25

Selectman Vance MOTIONED to re-appoint Anne S. Paolino (D) to the Land Preservation Open Space Acquisition Commission, SECONDED by Selectman Strobel. Unanimous approval. Term 2/1/23 – 2/1/25

## **Discussion and Consideration**

### **Safety Committee Update**

First Selectman St. John stated that the updated meeting location would be at Town Hall, Conference Room. The updated member for the Police Department is James Long, and the updated clerk is Liana St. Germain. First Selectman St. John MOTIONED to approve the updates SECONDED by J. Paul Vance. Unanimous approval.

### **Bike Route**

First Selectman St. John stated a proposed bike route was sent to the Selectman's office several months back. First Selectman St. John requested that Mr. Hiram Peck, present at the previous meeting regarding the town's Affordable Housing, outline a bike lane proposal. Mr. Peck stated he could assist since he was working with another town on a bike lane proposal. Mr. Peck submitted a letter depicting many community bike lane issues. First Selectman St. John stated that incorporating bike lanes on town roads is a situation that can be extremely dangerous. Our town roads are rural, not super highways, and were never meant for pedestrians and bicyclists. First Selectman St. John urged everyone to continue to use the Greenway. First Selectman St. John suggested this be sent to Planning and Zoning Commission to have them look at it and incorporate any new road proposals as part of their regulations and to the Park and Recreation Commission for their thoughts. Selectman Strobel stated that this is dangerous for both the biker and the driver of the vehicles. Selectman Strobel goes on to state that the Selectman's office did receive a suggestion about a warm-up wall for tennis and that this matter was not forgotten about, it was passed along to the Park and Recreation as well, and we are waiting on a response. Selectman Vance noted that the amount of space that is needed is not available on these roads. And common sense also now has to play a role when you see a pedestrian or biker, and you now have to move over and take some of the other lane into oncoming traffic to go around them. It's not prudent. It's simply too dangerous. First Selectman St. John noted that the Greenway was built for this. (see attached)

First Selectman St. John MOTIONED to forward this, with all comments to both Park and Recreation Commission and Planning and Zoning Commission, SECONDED by Selectman Vance. Unanimous approval.

### **Extra Duty Solutions**

First Selectman St. John stated that an independent Administrative Services Agreement was received from Extra Duty Solutions. They are an independent service that will handle the town's extra-duty administrative duties. First Selectman St. John stated this comes very strongly recommended. Andrew Cota was present and represented Extra Duty Solutions. Mr. Cota noted that what this company, Extra Duty Solutions, does is that it handles all the administrative work for private duty requests for outside contractors, such as construction, security, etc., for police departments. One big issue for police departments is that this sometimes ties up personnel for multiple hours, between taking the information from the private job and looking for the officers to cover the job. It takes numerous jurisdictions to handle one private job depending on the department's size. Additionally, once the private job has been completed, someone has to record it, schedule it, invoice it, send it to the customer, and confirm payment has been received. So, Extra Duty Solutions (EDS) handles all of this for the police departments from start to finish. EDS has a collections team that pays the city the officer's fees. The town is out of the business aspect of scheduling and invoicing. A one-to-one liaison will be set up with the police department and an account manager if there is a problem or an issue. EDS does not outsource its calls. It is their employees. Selectman Strobel asked whether our officers still get paid for the job if the contractor has not or does not pay EDS. Mr. Cota stated, yes, the officer will always be paid. The contractor gets dealt with separately. Selectman Vance questioned whether the town benefits financially at all as far as administrative fees. Mr. Cota stated that if the town has administrative fees in there, they can keep them there, whether it be on cruiser fees or officers. It's based on each police department's contract. First Selectman St. John stated that the town would provide them with our fees, and EDS will collect accordingly. First Selectman St. John asked Mr. Cota what EDS's collection rate is, to which Mr. Cota stated 98.2%. EDS is currently handling 180 departments nationally in CT, NJ, NC, FL, and TX. Selectman Vance MOTIONED to engage in a contract with Extra Duty Solutions SECONDED by Selectman Strobel. Unanimous approval.

### **D.P.W. – Milling, Paving & Handwork**

First Selectman St. John stated that the Selectman's office received a memo from the Director of Public Works, Dan Norton, indicating how the bids broke out. The first package for the milling, tack coating, and paving of Watertown Road is to be awarded to S&S Asphalt Paving Company for the estimated cost of \$361,391.86. First Selectman St. John stated that these are all estimated prices. The price may increase or decrease once the job starts. The second package for curbing and handwork is to be awarded to Cocchiola Paving, Inc. for the estimated cost of \$50,154.15. Dan Norton stated, splitting the bid. The town was able to save about \$6,000. (see attached) First Selectman St. John MOTIONED to award S&S Asphalt Paving Company the milling, tack coating, and paving of Watertown Road for the estimated cost of \$361,391.86, SECONDED by Selectman Strobel. Unanimous approval.

First Selectman St. John MOTIONED to award Cocchiola Paving the curbing and handwork for the estimated cost of \$50,154.15, SECONDED by Selectman Vance. Unanimous approval.

### **Shepardson Community Center – Facility Use Contract**

Rita Smith stated she met with the Park and Recreation director a few months ago. There was an issue about whether or not the \$100.00 for the kitchen was to be refundable or nonrefundable. It was decided for it to be nonrefundable. So, this needed to be incorporated into the contract. That was the

major change. The layout was adjusted to make it more user-friendly, and the rules and regulations were updated. There is a \$200.00 security deposit required.

Ralph Barra stated that the Commission on Aging suggested that JoAnn Cappelletti increase the kitchen fee from \$100.00 to \$150.00 a few months ago, especially with inflation. Mr. Barra said that JoAnn Cappelletti would contact the Selectmen's office with their recommendation. First Selectman St. John stated that this was the first he had heard of and that Mrs. Smith had spent some time working on the contract.

First Selectman MOTIONED to approve the contract SECONDED by Selectman Strobel. Unanimous approval.

### **Appointed Position Process – Terry McAuliffe, Economic Development – Chairman**

Terry McAuliffe stated he has been at the last several meetings and is here again to discuss volunteerism and getting more people to volunteer. People in town want the small-town charm. We want the nice things in town, like beautification. Unfortunately, one large expense is Region 15. One thing we depend on is volunteerism. Mr. McAuliffe reviewed his PowerPoint presentation and discussed his conversations with Southbury and Woodbury personnel. (see attached) Mr. McAuliffe stated that we should look into and adopt how some of our neighbors do things. Mr. McAuliffe proposes we post a list of openings for Boards, Commissions, and Committee on our Town website so that our residents know them.

First Selectman St. John stated that based on some suggestions. The Town website has been updated. The member form sign-up has been added. First Selectman St. John noted that both Maryann and Ralph Barra submitted forms to the Selectmen's office, and they were then submitted, as directed by the charter, to the Democratic Town Committee chairman, Curtis Bosco.

Mr. McAuliffe also proposes that all submission forms be submitted to the Selectmen's office verse be submitted to the respected Town Committee.

First Selectman St. John states we have a procedure in our charter as to how to handle this, and as to the unaffiliated, to whom all parties will now submit forms, we will hold those on file in the Selectmen's office.

Maryann Barra said that she is questioning the timeline of the form. Mrs. Barra said that Mr. McAuliffe presented this form idea to the Board on June 19, 2023, during the last Board of Selectman meeting. A form was put together and sent out to the Republican and Democratic Town Committees for their input, and they both agreed it was a great idea. Mrs. Barra noted that on June 10<sup>th</sup>, 2023, she received an email from Mr. Bosco stating that there was a "nomination form you needed to fill out," and this was before Mr. McAuliffe's presentation.

Ralph Barra stated that four reappointments were made at today's meeting and asked did any of them filled out the member form. First Selectman St. John said no, these individuals have already been serving on these boards, a letter was mailed to them, and they reached out to the Selectman's Office requesting reappointment. First Selectman St. John noted that this member form will be sent out along with the letters moving forward. (see attached)

Marj Needham noted that when an individual is up for reappointment and has been vetted already and serving on a Board or Commission and has already submitted a resume, brief biography, and explanation, why should they resubmit all their information? Ms. Needham believes they shouldn't have to. First Selectman St. John agreed and stated that it would be looked into and the form's wording would change.

Mr. Barra stated that this form is a great idea and has advantages. Individuals do miss meetings, giving the chairman some leverage for the people with many unexcused absences.

Mrs. Barra asked if two names still have to be given for nomination for a board, commission, or committee, and First Selectman St. John stated yes, that is according to the charter.

Mr. Barra noted that he wants to see one person on one board when the charter is redone. If we can work on volunteers, it would be nice to have one person serve on one board instead of them serving on multiple boards. It sometimes causes conflict, and I know it won't happen overnight, but it would be nice to see it happen in the future.

### **Public Comments**

Marj Needham questioned the Shepardson Facility Use Contract. She was informed that several Home Owner Association Groups in Town meet at Shepardson and pay nothing for the facility use. She believes that they should pay like any other Civic Group would pay for the use of Shepardson. They shouldn't be allowed free use of the building. Town resident Joe Puzzo stated that Avalon does not have its own community center. Mr. Puzzo says that the taxes they pay at Avalon to the town gives them the right to use Shepardson.

First Selectman St. John noted that if any town organization uses Shepardson during the week, Monday thru Friday, and the custodian is still on duty, I don't believe we charge anyone to use the facility. Ms. Needham stated that's not what the Fee Schedule states. (see attached)

First Selectman St. John requested that Mrs. Smith contact the Park and Recreation Director for clarification.

Joe Puzzo that the one thing he has not seen is that this is a wonderful town made up of many intelligent people committed to the town's welfare. Would it not make some sense to bring the parties together, who all have an interest in what's going on? To find a way to negotiate solutions that are beneficial to everything. He has listened to both sides and hears the confusion, but one thing he doesn't hear is that people of good will say let's come together and figure out a good solution for Middlebury. Mr. Puzzo noted that he believes the town has the right leadership to do this. We need to bring the people together to come up with resolutions. People he knows who oppose the proposed distribution center are not opposed to economic development. They acknowledge the desire and need. First Selectman St. John stated that Mr. Puzzo is making an excellent suggestion that the board needs to consider.

Steve Huebner asked how he would volunteer for a committee. Does the town website list the vacancies available? First Selectman St. John noted he could reach out to the Selectman's office for further assistance, and with the list of vacancies on the town website, we will work on getting it on the town website. Mr. Huebner noted that Southbury, Woodbury, and Middlebury have roughly the same number of unaffiliated voters. Middlebury's are substantially underrepresented. Mr. Huebner has not heard anything about how the town will address that. First Selectman St. John, that's an issue that takes us to the charter. Moving forward, you will submit a form, and we will keep a record in the Selectmen's Office.

Marj Needham questioned when an individual is up for reappointment can that individual be challenged for their position. First Selectman St. John noted that the Board needs to consider that. For example, attendance. If this member has poor attendance, among other issues, the Board of Selectmen can consider that when it comes time for reappointment. But when you have an individual who has faithfully served for many years being challenged for their position on the board, it will probably not happen.

**Executive Session**

None

**Adjournment**

Selectman J. Paul Vance MOTIONED to ADJOURN the meeting at 5:15 p.m.; SECONDED by Selectman Elaine Strobel. Unanimous approval.

The next meeting is slated for Monday, August 7, 2023, at 4:00 p.m.

These minutes are submitted subject to approval.

Respectfully Submitted,

*Liana St. Germain*

Recording Clerk

# Town of Middlebury Facility Use Contract



## APPLICANT INFORMATION

Name of Organization: \_\_\_\_\_ Scout Troop/Den/Pack#: \_\_\_\_\_

President: \_\_\_\_\_ Vice-President: \_\_\_\_\_

Chairman: \_\_\_\_\_ Leader: \_\_\_\_\_

Name of Applicant/Person Responsible: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Alternate Person: \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Please return the completed form to: Middlebury Parks and Recreation  
1172 Whittemore Road, Middlebury, CT 06762  
[tgraziano@middlebury-ct.org](mailto:tgraziano@middlebury-ct.org)

The Shepardson Community Center is open from 8:00 am to 9:00 pm, Monday – Friday. The facilities are available on Saturdays and Sundays. The organization is responsible for custodial fees before or after posted operating hours, payable at least one week before the date requested. The building is closed on all legal holidays. Please see attached *Town of Middlebury Holiday Schedule and 2023-2024 Calendar* for details.

# ONE-TIME EVENT

Event Type: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Start Time (Entering Facility): \_\_\_\_\_ AM/PM

End Time (Exiting Facility): \_\_\_\_\_ AM/PM

Expected Attendance: \_\_\_\_\_

*\*\*Events with outside participation of over 50 people require you to hire a police officer and/or fireman. You are responsible for coordinating their attendance.*

## Shepardson Community Center Room(s) Requested (circle all that apply)

Lower Level: 2 4 5 7 8

Upper Level: 26 27 28 Auditorium Dining Room **Kitchen\*\*** Field

*\*\* Rental of Kitchen requires a separate non-refundable fee of \$100. Please make checks payable to the Town of Middlebury*

<b>Kitchen Facilities?</b> Yes / No	<b>Serving Alcohol?</b> Yes / No	<b>Is This a Fundraiser?</b> Yes / No	<b>Police or Fire Dept. Service Required?</b> Yes / No
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# RECURRING EVENT

Event Type: \_\_\_\_\_

Dates to be used: \_\_\_\_\_

Day(s) of the week: \_\_\_\_\_

## Frequency (circle all that apply)

Weekly      Every other week      Monthly

Start Time (Entering Facility): \_\_\_\_\_ AM/PM

End Time (Exiting Facility): \_\_\_\_\_ AM/PM

Expected Attendance: \_\_\_\_\_

*\*\*Events with outside participation of over 50 people require you to hire a police officer and/or fireman. You are responsible for coordinating their attendance.*

## Shepardson Community Center Room(s) Requested (circle all that apply)

Lower Level: 2 4 5 7 8

Upper Level: 26 27 28 Auditorium Dining Room **Kitchen\*\*** Field

*\*\* Rental of Kitchen requires a separate non-refundable fee of \$100. Please make checks payable to the Town of Middlebury.*





## SECURITY DEPOSIT

**A \$200 security deposit and a certificate of insurance are required for all rentals.**

**The organization or individual renting is responsible for repair costs of any damage incurred.**

A security deposit will be collected upon signing of the contract. Please make checks payable to the Town of Middlebury. If no damage has occurred to the Town of Middlebury's property or facilities, the security deposit shall be refunded within two weeks of the event.

**Deposit Received:**

Date: \_\_\_\_\_

**Deposit Returned:**

Date: \_\_\_\_\_

**Deposit Withheld:**

Date: \_\_\_\_\_

Reason for withholding deposit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATE OF INSURANCE

A Certificate of Insurance is required by the Town of Middlebury. Insurance certificates must name "Town of Middlebury as an additional insured." (Please see *Rules and Regulations for the Use of Town of Middlebury Facilities, #13.*) Insurance Certificate issued by:

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

## CANCELLATION

**Cancellation of an event must be made 24 hours in advance to avoid rental fees.**

## ACCEPTANCE

I have read and fully understand the "Rules and Regulations for the Use of the Town of Middlebury Facilities." I will be personally responsible for assuring compliance for the above event.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



## RULES AND REGULATIONS FOR THE USE OF TOWN OF MIDDLEBURY FACILITIES

1. The Town of Middlebury reserves the right to reject any application.
2. The Town of Middlebury always prioritizes the use of the facilities.
3. The Town of Middlebury or its representative must always have free access to all facilities.
4. The use of facilities will be restricted to the places, dates, and times specifically authorized on the application.
5. The Town of Middlebury reserves the right to cancel all scheduled events due to inclement weather or other emergencies.
6. In the event of cancellation by the Applicant, a notice of 24 hours must be given in advance of the scheduled event to avoid rental fees.
7. All Town Facilities are closed on legal holidays. Fees will be charged according to the weekend fee schedule. Please see attached *Town of Middlebury Facility Use Fee Schedule*.
8. Reservations will be issued on a "first come, first served" basis. All reservations are to be made through the Parks and Recreation Department.
9. Contract/Application must be made out in one name only. That person must be the first to arrive and the last to leave and is solely responsible for this event. For private party use.
10. Additional fees may be charged in the event of damage to facilities, equipment, or extra hours worked by Town personnel for clean-up.
11. Applicant is responsible for facility setup and breakdown (tables, chairs, etc.). Setup and breakdown must be completed within the time covered by the reservation.
12. Rental fee, security deposit, and insurance requirements must be received at the time of booking.
13. Proof of liability insurance is required at the time you make your reservation. You must submit a Certificate of Insurance naming the Town of Middlebury as an additional insured. A one-million-dollar per occurrence liability policy must be in force for all profit and non-profit groups. If there will be alcohol served at your event, liquor liability must be added to your liability coverage.
14. Applicant is financially responsible for any damage or repair costs resulting from negligent or inappropriate use of the Town of Middlebury's property or facility. Any damage or misuse will result in the forfeiture of the security deposit. Should the cost of the repair exceed the security deposit, the Applicant will be billed for the difference.



15. The following events require police and/or fire personnel. An applicant is responsible for coordinating their attendance and any fees associated with their service.
- One and/or two-day special events with outside participation of over 50 people
  - Any event serving alcoholic beverages
- The Town of Middlebury reserves the right to require police officers at any event.*
16. If police and/or fire personnel are required, a receipt of hire must be received by the Parks and Recreation Department at least two weeks prior to the event. The Applicant will be responsible for all applicable fees for hiring public safety personnel.
17. Applicant is financially responsible for any damage or repair costs resulting from negligent or inappropriate use of the Town of Middlebury's property or facilities. Any damage or misuse will result in the forfeiture of the security deposit. Should the cost of the repair exceed the security deposit, the Applicant will be billed for the difference.
18. Any program involving children is the responsibility of the group leader. Group leaders must arrive 15 minutes before the scheduled event. Group leaders must not leave until all children have been picked up. Under no circumstances should any child be left unattended.
19. In case of an emergency, please call 911. Please familiarize yourself with all emergency exits. All exits are marked. People in the auditorium should use the door located in front of the building leading directly outdoors. People in the kitchen should use the ramp door exit. After contacting emergency personnel, please get in touch with the Parks and Recreation Director, Betsy Anderson, at 203-695-3545.
20. Smoking is strictly prohibited in all Town of Middlebury facilities.
21. You are expected to keep the facilities litter-free and use trash disposal receptacles.
22. All trash must be taken to the trash dumpster in the lower parking lot. Please ask the custodian for extra trash bags if needed.

## KITCHEN-SPECIFIC RULES AND REGULATIONS

1. If utilizing the kitchen, you must supply your own utensils, paper plates, and plastic flatware.
2. Please bring your own cleaning materials, soap, dish towels, and paper towels.
3. All tables and chairs in the dining area must be wiped off after each use.
4. Nothing is to be left on the counters.
5. Food is not to be left in the refrigerator.
6. Please read posted rules for garbage disposal usage.
7. Please clean up any spills on the stove, refrigerator, and floor.



# TOWN OF MIDDLEBURY HOLIDAY SCHEDULE AND 2023-2024 CALENDAR

**Park and Recreation Department**  
**Shepardson Community Center**  
1172 Whittermore Road  
203-758-2520 Ext. 2  
Monday – Friday 8:00 am to 4:00 pm

## Holiday Schedule:

Please note that Shepardson Community Center is closed, and rooms are unavailable on the following days:

- Monday, January 2, 2023 - New Year's Observance
  - Monday, January 16 – Martin Luther King, Jr. Day
  - Monday, February 13 - Lincoln's Birthday Observance
  - Monday, February 20 – Presidents Day/Washington's Birthday
  - Friday, April 7 - Good Friday
  - Monday, May 29 - Memorial Day
  - Tuesday, July 4 - Independence Day
  - Monday, September 4 – Labor Day
  - Monday, October 9 - Columbus Day
  - Tuesday, November 7 – Election Day
  - Friday, November 10 – Veterans' Day
  - Thursday, November 23, and Friday, November 24 – Thanksgiving Holiday
  - Monday, December 25 - Christmas Observance
- \*\* Please note, all room reservations are subject to changes based on programs and special events.**

## 2023-2024 Calendar:

Please note Shepardson Community Center is closed or rooms are unavailable on the following days:

2023

- Monday, September 4 – Labor Day
- Monday, October 9 - Columbus Day
- Tuesday, November 7 – Election Day
- Friday, November 10 – Veterans' Day
- Thursday, November 23 and Friday, November 24 – Thanksgiving Holiday
- Monday, December 25 - Christmas

2024

- Monday, January 1, 2023 - New Year's Day
- Monday, January 15 – Martin Luther King, Jr. Day
- Monday, February 12 - Lincoln's Birthday Observance
- Monday, February 19 – Presidents Day/Washington's Birthday
- Friday, March 29 - Good Friday
- Monday, May 27 - Memorial Day
- Thursday, July 4 - Independence Day

**\*\* Please note, all room reservations are subject to changes based on programs and special events.**



# TOWN OF MIDDLEBURY FACILITY USE FEE SCHEDULE

## Park and Recreation Department

Shepardson Community Center

1172 Whittemore Road

203-758-2520 Ext. 2

Monday – Friday 8:00 am to 4:00 pm

### Facility Use Fee Schedule (Auditorium/Dining Room):

Weekday Evening Fees	5:00 PM - 9:00 PM	Each Additional Hour
Monday – Thursday	\$25/hour	-----
Friday	\$100	\$70

\*Friday fees are based on the initial 4 hours; any part of each additional hour is \$70.00

Weekend Fees	Saturday	Sunday
Middlebury Resident	\$200	\$300
Non-resident	\$400	\$500
Scouting Organizations/Fundraising Events	\$50	\$50
Civic Groups	\$100	\$100
Non-civic Groups	\$275	\$350

\*Saturday and Sunday fees are based on the initial 4 hours; any part of each additional hour is \$70.00

***A \$200 security deposit and a certificate of insurance are required for all rentals.***





## BOARD / COMMISSION / COMMITTEE MEMBER FORM

**Full Name:** \_\_\_\_\_  
Last First M.I.

**Address:** \_\_\_\_\_  
Street Address

**Middlebury** **CT** **06762**  
City State ZIP Code

**Home Phone:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_

**Email Address (Required):** \_\_\_\_\_

**Board / Commission / Committee:** \_\_\_\_\_

**Requested Action Taken, please check one:**

- New Appointment       Filling the Vacancy of: \_\_\_\_\_  
 Reappointment       Resignation

**Political Affiliation** (circle one): **DEMOCRATIC**      **REPUBLICAN**      **UNAFFILIATED**

Signature of member/applicant \_\_\_\_\_

**TERM:** \_\_\_\_\_

**REGULAR OR ALTERNATE:** \_\_\_\_\_

**Attendance Record for Reappointment:** \_\_\_\_\_

**Chairman's recommendation for reappointment based on attendance:** \_\_\_\_\_

Please submit the completed form, *along with a resume and a brief explanation of your reasons for wanting to serve\**, to the First Selectman's Office for consideration by the Board of Selectmen. Send to: Town of Middlebury, 1212 Whittemore Road, Middlebury CT, 06762, phone: 203-758-2439, email: [firstselectman@middlebury-ct.org](mailto:firstselectman@middlebury-ct.org)

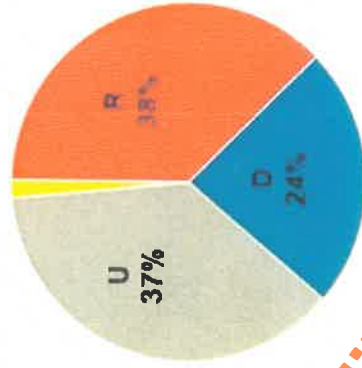
\*This will only be needed for new appointments with no previous history

# **Volunteerism Process Improvements**

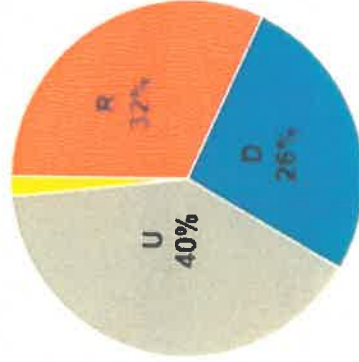
- **Proactively seek volunteers**
- **Publish available openings**
- **Reach out to all residents, regardless of political party**
- **Maintain a list of volunteers and their qualifications**

# Despite Similar Demographics We Aren't Using Unaffiliated

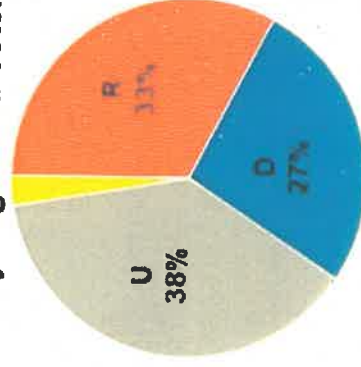
Middlebury Registered Voters



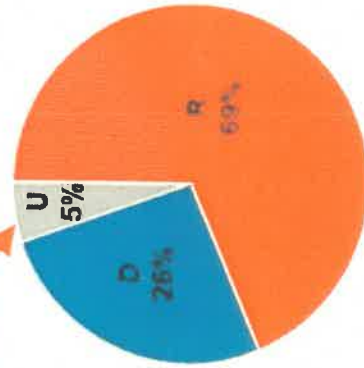
Southbury Registered Voters



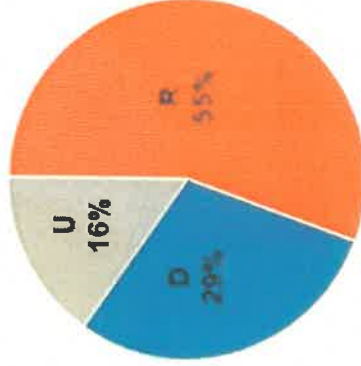
Woodbury Registered Voters



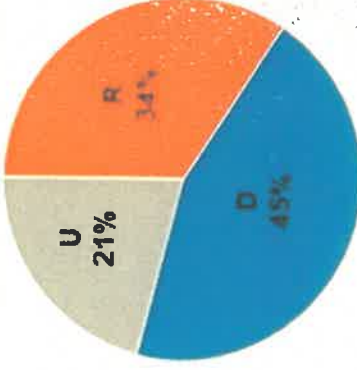
Middlebury Appointed Boards



Southbury Appointed Boards



Woodbury Appointed Boards





# How Things Work Now

## MIDDLEBURY

- Seeks volunteers on its website
- Uses recommendations from the Town Committees

## SOUTHBURY

- Seeks volunteers on its website
- Lists current available openings
- Asks prospective volunteers to call the Selectman's office
- Incoming applications reviewed with HR, First Selectman, chairmen, department heads.
- Maintains a file of open position volunteers in the Selectmens office
- Uses recommendations from the Town Committees

## WOODBURY

- Seeks volunteers on its website
- Lists current available openings
- Provides a guide for prospective volunteers
- Provides an application form (membership form)
- Incoming applications reviewed with HR, First Selectman, administrative assistant.
- Maintains a file of volunteers in the Selectmens office
- Uses recommendations from the Town Committees

# Proposal on How Things Should Work

## MIDDLEBURY

- Seeks volunteers on its website
- Lists current available openings
- Provides an application form
- Incoming applications reviewed with HR, First Selectman, administrative assistant.
- Maintains a file of volunteers in the Selectmens office
- Use recommendations from the Town Committees

## SOUTHBURY

- Seeks volunteers on its website
- Lists current available openings
- Asks prospective volunteers to call the Selectman's office
- Incoming applications reviewed with HR, First Selectman, chairmen, department heads.
- Maintains a file of open position volunteers in the Selectmens office
- Uses recommendations from the Town Committees

## WOODBURY

- Seeks volunteers on its website
- Lists current available openings
- Provides a guide for prospective volunteers
- Provides an application form (membership form)
- Incoming applications reviewed with HR, First Selectman, administrative assistant.
- Maintains a file of volunteers in the Selectmens office
- Uses recommendations from the Town Committees

# Prominently Seek Volunteers



Middlebury Connecticut Economic Development Commission – Appointed Position and Volunteer Process – July 2023

# Combine These Ideas

The screenshot shows the Town of Southbury website. At the top, there is a navigation bar with the town logo, a search bar, and social media icons. Below the navigation bar is a large banner image of a park with a yellow bar overlay containing the text 'VOLUNTEER OPPORTUNITIES'. Below the banner, there is a paragraph of text: 'At the Town of Southbury, we believe an involved citizenry is an indication of a strong, vibrant community and an effective government. Many residents have stepped up and served in many different ways through the years. New opportunities await anyone who would like to volunteer their time and talent in shaping Southbury government or helping a local organization.' Below this text are two bullet points: 'Here are volunteer opportunities in the Town of Southbury.' followed by 'Boards and Commissions' and 'Local Non-Profit Organizations'. To the right of the text is a sidebar with the town logo and a list of links: 'Services & Info', 'Agendas and Minutes', 'Land Records', 'Charter and Regulations', 'GIS', 'Connect With Us', 'eAlert, Contacts', 'Feedback', and 'Inquiries'. At the bottom of the page, there is a footer with contact information: 'Southbury, 1000 Hill St., 1000 Hill Street Southbury, CT 06488 • (860) 262-6600 Monday - Friday 8:30 AM to 5:00 PM Friday 10:00 AM to 1:00 PM Holiday Schedule © 2023 Town of Southbury. Created with digital resources • Print or use powered by US and Tealbook'.

*Town of Woodbury*  
**BOARD/COMMISSION/COMMITTEE MEMBER ACTION FORM**

Full Name: Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_

Address: Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ CT ZIP Code \_\_\_\_\_ 06708

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address (Required) \_\_\_\_\_

Board/ Commission/Committee \_\_\_\_\_

---

Requested Action Taken, please check one:  
 New Appointment     Filling the Vacancy of:  
 Reappointment     Resignation

Political Affiliation, circle one: **DEMOCRATIC**    **REPUBLICAN**    **UNAFFILIATED**

Signature of member/applicant \_\_\_\_\_

TERM ENDING: \_\_\_\_\_  
 REGULAR OR ALTERNATE: \_\_\_\_\_

Attendance Record for Reappointment \_\_\_\_\_  
 Chairman's recommendation for reappointment based on attendance: \_\_\_\_\_

# Combine These Ideas

## SOUTHBURY

Board/Commission	Chairperson	Elected/Appointed	Volunteers Needed
Arts and Culture Subcommittee of the EDC	Kelly Keenan	Appointed	Yes
Emergency Medical Services Committee		Appointed	Yes
Historic Buildings Commission	John Dwyer	Appointed	Yes
Historic District Commission #1 (Main Street North)	James Carter	Appointed	Yes
Historic District Commission #2 (South Britain)	Edward Davis	Appointed	Yes
Inland Wetlands Commission	William Spencer	Elected	Yes
Lake Zoar Authority	Barbara McWilliams	Appointed	Yes
Parks and Recreation Commission	Charlie Rosa	Appointed	Yes
Rural Preservation Advisory Committee	Gary Gollenberg	Appointed	Yes
South Britain Historic District Commission	Edward Davis	Appointed	Yes
Strategic Plan Commission	John Monteleone	Appointed	Yes
Water Pollution Control Authority	Mark Lancor	Appointed	Yes
Zoning Board of Appeals	Mark Kane	Elected	Yes
Zoning Commission	Gary Giroux	Elected	Yes
American Rescue Plan Act Task Force		Appointed	No
Board of Assessment Appeals	Dennis Dwyer	Elected	No

## WOODBURY

The following Committees / Commissions have vacancies:

Board of Assessment Appeals, (ALT), Term ending 12/1/2025  
 Building Code Board of Appeals, Term ending 1/3/2028  
 Inland Wetlands and Watercourse Agency, ALT, (R), Term ending 12/4/2023  
 Shade Tree and Sidewalk Committee, Term ending 12/31/2023

Board of Assessment Appeals  
 Board of Finance  
 Board of Education  
 Board of Selectmen  
 ABPA - Woodbury American Rescue Plan Act - Ad Hoc Committee  
 Aquifer Protection Agency  
 Civil Preparedness Advisory Council  
 Conservation Commission  
 Commission for Seniors  
 Fire Commission  
 Hearing Officer for Parking Tickets  
 Historic District Commission  
 Inland Wetlands Agency  
 Library Board of Trustees  
 Local Emergency Planning Committee

**Thank You**



**TOWN OF MIDDLEBURY**  
**DEPARTMENT OF PUBLIC WORKS**  
1 SERVICE ROAD  
MIDDLEBURY, CT 06762

To: Town of Middlebury, Board of Selectmen  
From: Daniel J. Norton, Director of Public Works  
Date: July 10, 2023  
Re: Bid Award

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To: Board of Selectmen

On June 1, 2023 at 10:00am the Town of Middlebury opened and recorded three (3) bids for Road Reclamation, Milling and Paving.

Based on those bid prices, I recommend that the Board of Selectmen split the award for the work on Watertown Road into two separate packages. My recommendations are as follows:

The first package including Milling, Tack Coating and Paving of Watertown Road to be awarded to S&S Asphalt Paving Company in the estimated amount of \$361,391.86.

The second package including Curbing and Handwork to be awarded to Cocchiola Paving, Inc. in the estimated amount of \$50,154.15.

<i>Curb &amp; Handwork Combined</i>	
<i>Cocchiola Paving</i>	<i>\$50,154.15</i>
<i>Harwinton Paving</i>	<i>\$52,702.00</i>
<i>S&amp;S Paving</i>	<i>\$64,099.85</i>

<i>Milling, Paving &amp; Tack Coat Combined</i>	
<i>S&amp;S Paving</i>	<i>\$361,391.86</i>
<i>Harwinton Paving</i>	<i>\$364,741.61</i>
<i>Cocchiola Paving</i>	<i>\$408,168.55</i>

## **APPENDIX A: CUSTOMER PAYMENT DETAILS**

All credit-worthy customers are offered net 30 payment terms on all extra duty details. Company accepts credit risk on all such customers and finances the financial float associated with payment terms.

Company has the right to deem particular customers non-credit-worthy and require pre-payment from or credit card on file from such customers. Company agrees to not designate any customer as non-credit-worthy, which has been a weekly recurring customer, in consistent good standing, with the Client's extra duty program for at least one year.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, will have the option of pre-paying via check, credit card, or escrow account. Company has the right to charge a processing fee for credit card transactions of 3% and late payment fees as per Company terms and conditions.

If a Customer utilizes the services of a third party billing service which charges usage fees to the Company, the Company has the right to charge those fees back to the Customer.

The Company's scheduling system within which Officers record their start and end extra duty work times within will be the book of record for Officer hours worked.

## **APPENDIX B: JIVASOFT SCHEDULING**

Agreement includes the option for licensing to operate a cloud-hosted version of Jivasoft Corporation's On Duty Scheduling Software for the Police Department for the duration of the period that this agreement is in force. If the option is activated a 1.5% additional fee will be added to the Customer fee.

The On Duty license will include remote server access for management and administrative personnel, as well as secure, web-based portal access for all licensed employees. Jivasoft will provide unlimited email / telephone support, remote on-boarding/configuration support and remote training for up to three designated management or administrative users.





Hiram W. Peck III, AICP  
Planning Consultant  
P.O. Box 74I  
Woodbury, CT 06798  
203.266.0551  
planthree@earthlink.net

June 25, 2023

To: Edward B. St. John, First Selectman

From: Hiram Peck

Re: Comments on bike lane proposal

These comments are provided as suggested at the BOS meeting of June 19. They are offered as beginning information regarding the proposal to establish a street bike riding suggestion from a resident.

The proposal to establish a painted bike lane route appears to include 10 or 11 streets or roads in Middlebury. The idea of bike riding on public streets is not new but has gotten a significant amount of attention of late due to a number of issues. Safety of the riders is one of the most significant. Therefore it is critically important, when considering such an endeavor to place rider safety at the top of the list of concerns.

Quite often the first step in such a proposal if found desirable to the BOS, would be for the Board of Selectmen to consider the adoption of a resolution for what is called "Complete Streets." These resolutions can be fairly short or they can be quite detailed. Essentially what such a resolution calls for is that every project whether a maintenance or new construction project considers the use of the public street for all users including, bicyclists, pedestrians as well as motor vehicles. Once that concept is discussed and decided an on street route could proceed with that understanding.

One of the most noticeable aspects of a "bike/ped" project would be the marking or identifying the route so that all users would be aware of the others presence. These markings could take a couple of different forms, including sharrows or fog lines to identify these uses. It is normally the best course of action to try to obtain at least 3 to 4 feet of paved shoulder for bike riders and pedestrians to walk on the edge of public streets. This also means that the motor vehicle lane width should be narrowed to 10 feet in order to help slow motor vehicles down.

Sharrows are a symbol which are painted on the street or road surface which serves to warn motorists that bicyclists may in fact be using the road as well. It should be understood by all motorists that bicyclists do have the legal right to use the entire lane the same as motor vehicles. This is a point not well understood or well accepted by many motorists. This lack of understanding is extremely important to discuss broadly in public prior to attempting to establish any painted bike lane program on local streets.

The use of any state roads necessarily mandates the participation of the State DOT in any such project. DOT participation is critical for several reasons. First the state owns and controls the roads, Second any change in the use of the state roads will require the permission of the DOT. While local streets are under the control of the Town, the safety and maintenance issues are still critically important and need to be discussed and decided by all relevant parties including BOS, DPW, Police and emergency services, engineering, parks and rec, and all others. Again it is critical that all aspects of any such program be discussed and agreed upon by all relevant groups prior to program initiation.

There are numerous traffic marking standards that should be discussed to insure they are placed properly and are in accordance with all state and even federal standards. The Manual on Uniform Control Devices, MUTCD is an important document that needs to be considered when marking a road surface. Any signs or devices that are established must be in compliance with the manual to insure liability of the Town or the State is not called into question in case of an accident.

Finally there is maintenance cost to the program as well to make sure any directional signs, street markings or road painting is done properly and is maintained in good condition. Additionally roadside maintenance becomes even more important when bikers or pedestrians are invited to walk or cycle in such areas.

The Town has done a wonderful job creating and maintaining the multipurpose trolley bed trail that currently ends at Quassapaug Park. It is a great start to the biking and pedestrian walking experience. It is suggested that while such a construction undertaking is not proposed for the painted bike lane here, many of the safety issues remain the same and should be addressed just as carefully.

If you have any further questions, feel free to let me know.

Streets included in proposal:

1. Start at Quassy (existing trail)
2. Christian Street
3. Lockwood Road
4. Long Meadow Road
5. South Street
6. Tucker Hill Road
7. Glenwood Ave
8. Breakneck Hill Road
9. Charcoal Ave
10. Tranquility Road
11. Route 64, back to start.



INDEPENDENT ADMINISTRATIVE SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (hereinafter the "Effective Date"), by and between Hart Halsey LLC dba Extra Duty Solutions, with principal office at 1 Waterview Dr, Suite 101, Shelton CT 06484 (hereinafter "Company"), and \_\_\_\_\_, with principal offices at \_\_\_\_\_ (hereinafter "Client").

WITNESSETH:

WHEREAS, the Client desires to retain the Company to provide certain services to the Client on the terms and conditions hereinafter set forth, and the Company desires to continue to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Administrative Services. Subject to the terms and conditions hereof, the Client hereby engages and appoints the Company to administrate the Client's extra duty program. This will entail:

- I. Engaging with individuals and representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (hereinafter "Customers") via phone, website interaction or email to explain program rules and rates, vet new customers per department's guidelines, execute the new customer process, receive requests for extra duty details, confirm extra duty details and to gather and communicate any related pertinent information and feedback.
- II. Scheduling extra duty details with department personnel in a manner consistent with department rules. Communicate as needed with department personnel to confirm detail assignment scheduling and details worked.

- III. Invoicing Customers and following-up on invoice collections in a manner agreed upon with department leadership.
- IV. Manage officer payment process in conjunction with the Client's existing pay roll process cadence. Company will pay the Client for Officer Pay and any Client Administration Fees. The chosen method is at the discretion of the Client.
- V. Collect, from Customers, and pay to the Client within payments detailed in Section 1.IV, any Client administrative fees at a level specified by the Client.
- VI. Manage the feedback loop i.e. initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner
- VII. Provide department leadership with appropriate reporting and transparency into the program on an on-going basis.
- VIII. Accept all Customer credit risk and finance, at sole cost to the Company, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of pay roll and administrative fee payments Company must pay Client under Sections 1.IV and 1.V. See appendix A for operational details.

## 2. Term

The term of the engagement shall commence on the Effective Date and continue month-to-month unless terminated by either party. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

## 3. Payment and Invoicing Terms.

In consideration for any and all services which the Company shall render to the Client pursuant to this Agreement, the Company shall charge the Customer an administration fee of 8%. The administration fee will be applied to any extra duty revenue including, but not limited to, officer pay, cruiser fees, K9 fees, flare fees, etc.

## 4. Changes

Client may, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing and accepted by the Company in writing.

## 5. Standard of Care

- a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards.

b) Manner of performance by Company

- I. Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Client under this Agreement.
- II. Company shall keep complete and systematic records of all services purchased by Client. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Company on behalf of Client, any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by Client or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, Client shall have the right to inspect, copy and audit those records identified in this Section 5.b.ii during regular business hours.
- III. Company shall successfully complete a SERVICE ORGANIZATIONAL CONTROL (SOC) 1 type II audit on no less than a bi-annual cadence. Resulting auditor reports will be made available to Client upon request at any time.
- IV. Company shall store any electronic information received in the performance of this agreement on servers which are housed and maintained in ISO 27001 certified and CJIS (Criminal Justice Information Services) compliant data centers.
- V. Individuals representing the Client in the performance of services detailed in Section 1.I must be W2 employees of the Company and, collectively, be available 24/7/365.

6. Insurance.

6.1 General. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense the minimum insurance coverage listed in Section 7 with insurance companies duly licensed in the Client's State (admitted insurer) with an AM Best, Inc. rating of A-X (10) or above and an equivalent qualified unlicensed insurer by the State (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at the Client's option.

6.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect the Company. The Client reserves the right to review any and all of the insurance policies and/or endorsements

cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

6.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Worker's Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, as Additional Insured as specified under the respective coverage sections of this Agreement.

6.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Client, unless specified otherwise in this Agreement.

6.5 Primary Insurance. The Company's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of the Client as an Additional Insured.

6.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

6.7 Waiver. The Commercial General Liability and Business Automobile policies shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of the Company. The Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement hereto.

6.8 Policy Deductibles and or Self Insured Retentions. The policies requirements set forth above may provide coverage that contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provide to the Client. The Company shall be solely responsible for any such deductible or self insured retention amount.

6.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, the Company shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Client and the Company. The Company shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Company shall furnish Client with Certificate(s) of Insurance, issued by Company's

Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Client on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Company and be sent to the appropriate Client representative. If any of the above cited policies expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically afford Client the following provisions:

a) The Client, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- I Commercial General Liability ISO Form CG 20 10 04 13 or equivalent.
- II Auto Liability under ISO Form CA 20 48 or equivalent.
- III Excess Liability Follow Form to underlying insurance.

b) Company's insurance shall be primary insurance as respects performance of this Agreement.

c) All Commercial General Liability, Automobile and Excess Liability policies waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the Company under this Agreement.

? d) Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## 7. Required Insurance Coverage

a) Commercial General Liability Insurance. Company shall maintain "occurrence" from Commercial Liability Insurance with an limit of not less than Six Million Dollars (\$6,000,000) for each occurrence, Before this Contract is fully executed by the parties, Company shall provide the Client with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Six Million Dollars (\$6,000,000.00) per occurrence combined single limit bodily injury and property damage, and Seven Million Dollars (\$7,000,000.00) general aggregate. A combination with an excess or umbrella policy may be used to achieve limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-X or higher in AM Best's.

- b) Professional Liability Insurance. Company shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Company, or anyone employed by Company, or anyone for whose acts, mistakes, and errors and omissions Company is legally liable, with an liability insurance limit of Three Million Dollars (\$3,000,000) each claims and Three Million Dollars (\$3,000,000) aggregate all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher by AM Best. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Company shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- c) Data Breach and Privacy Security. Company shall maintain first party data breach coverage, with third party privacy liability and third party network security liability covered. Policy will cover regulatory defense, fines and penalties, compensatory awards, PCI fines, penalties and assessments, computer forensics, notification costs and credit or ID protection costs with a limit of One Million Dollars (\$1,000,000) per occurrence and aggregate.
- d) Employee Theft. Company shall maintain employee theft coverage including protection against forgery and alteration, inside and outside premises loss, computer funds transfer loss and theft of customer property. Policy coverage includes theft of monies owed to Client for employee payroll, Client extra duty administrative fees and Client cruiser fees. Liability limit shall be at least Five Hundred Thousand Dollars (\$500,000).
- e) Automobile Liability. Company shall maintain Business Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000) per occurrence on Company's owned, hired and non-owned vehicles used by Company employees in the performance of the Company's Services under this Agreement. Coverage will be at least as broad as Insurance Service Office, Inc., coverage code "1" or any auto policy form CA 00 01 10 13 or equivalent thereof. The Client, its agents, representative, officers, directors, officials and employees shall be cited as Additional Insureds under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.
- f) Worker's Compensation Insurance. The Company shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Company's employees engaged in the performance of Services under this Agreement and shall also maintain Employer Liability Insurance of not less than One Million Dollars (\$1,000,000) for each accident, One



Million Dollars (\$1,000,000) disease for each employee and One Million Dollars (\$1,000,000) disease policy limit.

Client employees will not be covered under the Company's worker's compensation insurance. Client shall be responsible for determining what, if any, worker's compensation coverage shall be required for officers while on extra duty and Client and/or Customer shall be responsible for obtaining and keeping in force any such worker's compensation insurance coverage that is required.

#### 8. Independent Contractor

Client acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to Client. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Client, or their respective employees or agents look to Company for the same. Neither Company nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement. Client acknowledges that its officers shall at no time be considered to be employees of Company.

#### 9. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

#### 10. Indemnification Terms

10.1 Indemnification. To the fullest extent permitted by law, the Company, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, to the extent relating to, arising out of, or resulted from the negligent acts, errors, mistakes or omissions, of the Company, its agents, employees or any tier of Company's subcontractors related to the Services in the performance of this Agreement. Company's duty to defend, hold harmless and indemnify the Client, its agents, officers, officials and employees as set forth above shall arise only in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness disease, death or injury to, impairment, or destruction of property including loss of use of resulting therefrom.

10.2 Insurance Independence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions

of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11. Exclusive Use of Services. The Services agreed to be provided by the Company within this Agreement are for the exclusive use of the Client and the Company shall not engage in conflict of interest nor appropriate Client work product or information for the benefit of any third party without consent of the Client. Specifically, THE COMPANY AGREES THEY HAVE NOT AND WILL NOT SIGN SUPPLIER AGREEMENTS OR INDEMNIFY EXTRA DUTY CUSTOMERS OF THE CLIENT AT ANY TIME PRIOR TO EXECUTING THIS AGREEMENT OR DURING THE LIFE OF THIS AGREEMENT.

12. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect and the parties shall interpret this agreement, if possible, to contain a modified provision that is as nearly similar to the invalid provision in terms of intent of the parties as possible without such modified provision itself being invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

13. Survival.

Sections 2 through 12, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

14. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the Client shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices to the Company shall be delivered to:

Hart Halsey LLC  
1 Waterview Dr, Suite 101  
Shelton CT 06484  
Attention: Rich Milliman  
Email: [RMilliman@HartHalsey.com](mailto:RMilliman@HartHalsey.com)

15. Assignment.

The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

16. Entire Agreement: Modification.

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Client, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

17. Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to the principles of conflicts of laws.

19. Review of Agreement

It is acknowledged that the Client has had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with Client's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that Connecticut law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the agreements set forth herein.

20. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

21. Force Majeure.

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay is caused by extraordinary circumstances beyond the party's control and beyond the party's ability to commercially reasonably work around. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

HART HALSEY LLC

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

Name:

Title:

Date: \_\_\_\_\_

CLIENT:

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

Name:

Title:

Date: \_\_\_\_\_