



# TOWN OF MIDDLEBURY

## Board of Selectmen

RECEIVED FOR FILING

Aug. 11 2023 at 12:50 p.m.  
TOWN CLERK'S OFFICE  
MIDDLEBURY, CT

### MINUTES

Special Meeting of the Board of Selectmen

August 9, 2023 – 4:00 p.m.

Town Hall Conference Room

*Rita Smith*  
TOWN CLERK

Start – 4:01 p.m.

End – 4:25 p.m.

#### Present:

Edward B. St. John, First Selectman  
Elaine Strobel, Selectman  
J. Paul Vance, Selectman  
Robert Smith, Town Attorney  
Ronald Hunt, Police Lieutenant  
Curt Bosco, Zoning Enforcement Officer

Rita Smith, Library Board of Trustees –  
Chairman, PD – Commissioner, BOF-member  
Steven Bigham, Republican American  
Marj Needham, Middlebury Bee Intelligencer  
Sarah Shelton, Voices  
Liana St. Germain, Recording Clerk

#### Call to Order with Pledge of Allegiance

The meeting was called to order by the First Selectman at 4:01 p.m. with the Pledge of Allegiance.

#### Approval of July 17<sup>th</sup>, 2023 Meeting Minutes

First Selectman St. John MOTIONED to approve the minutes from July 17<sup>th</sup>, 2023, SECONDED by Selectman Vance. Unanimous approval.

#### Tax Rebates

ACAR Leasing LTD - \$801.66  
ACAR Leasing LTD - \$389.92  
ACAR Leasing LTD - \$160.56  
Albert P. & Patricia A. Altieri - \$50.81  
Christopher J. Baker - \$312.60  
Steven A. & Tara L. Bennett - \$60.59  
CCAP Auto Lease LTD - \$712.53  
Honda Lease Trust - \$428.73  
Robert S. Jenkins - \$32.81  
JP Morgan Chase Bank - \$96.78  
Jeffrey J. McCasland - \$205.50

Jerrold B. & Abbey S. Meyers - \$168.95  
Reisha A. Moffat - \$96.55  
Charlotte C. Shocki - \$108.81  
Raymond S. & Charlotte C Shocki - \$44.97  
Christopher S. Sutherland - \$27.26  
Toyota Lease Trust - \$561.81  
Vault Trust - \$692.95  
VCFS Auto Leasing Co. - \$869.73  
ACAR Leasing LTD - \$282.71  
Joseph Kenney Jr. - \$23.48

First Selectman St. John MOTIONED to dispense from reading the list and MOTIONED that these rebates take their usual course, SECONDED by Selectman Strobel. Unanimous approval.

#### Appointments

Selectman J. Paul Vance MOTIONED to nominate Michael I. MacDonald of 130 Upper Whittemore Road to the Public Works Commission, SECONDED by First Selectman Edward St. John. Unanimous approval. Term of August 9<sup>th</sup>, 2023 to August 9<sup>th</sup>, 2027.

### **Re-Appointments**

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

First Selectman St. John MOTIONED to re-appoint Peter C. Vaccarelli (R) to the Public Works Commission, SECONDED by Selectman Strobel. Unanimous approval. Term 12/18/22 – 12/18/26

First Selectman St. John MOTIONED to re-appoint Joseph P. Mancini (I) to the Zoning Board of Appeals, SECONDED by Selectman Vance. Unanimous approval. Term 12/19/22 – 12/19/27

First Selectman St. John MOTIONED to re-appoint Carolanne Elizabeth Browne (R) to the Parks and Recreation Commission, SECONDED by Selectman Strobel. Unanimous approval. Term 8/7/22 – 8/7/27

First Selectman St. John MOTIONED to re-appoint Jean S. Hansen (R) to the Commission on Aging, SECONDED by Selectman Strobel. Unanimous approval. Term 8/7/23 – 8/7/25

Selectman Vance MOTIONED to re-appoint Linda M. Barone (D) to the Greenway Committee, SECONDED by First Selectman St. John. Unanimous approval. Term 2/7/23 – 2/7/27

Selectman Strobel MOTIONED to re-appoint JoAnn Cappelletti (R) as the Municipal Agent for the Elderly, SECONDED by First Selectman St. John. Unanimous approval. Term 4/7/23 – 4/7/25

First Selectman St. John MOTIONED to re-appoint Francis J. Cipriano (R) as Constable, SECONDED by Selectman Strobel. Unanimous approval. Term 8/9/23 – 8/9/25

### **Resignation**

First Selectman St. John MOTIONED to accept the resignation of Brian E. Proux from the Zoning Board of Appeals, SECONDED by Selectman Strobel. Unanimous approval.

### **Discussion and Consideration**

First Selectman St. John wanted to state for the record that Mr. Barnes had come in and proposed an ordinance amendment and that if anyone present would like copies of our Town Attorney's response, that can be provided. First Selectman ST. John read from the letter, "Therefore, the Board of Selectmen may appropriately deny Mr. Barnes's request and direct him to the Town's Zoning Regulations for more information relative to his request." First Selectman St. John noted that this is not an issue for the Board of Selectman but instead the Planning and Zoning Commission.

### **Issue with out-of-state Motor Vehicles**

First Selectman St. John stated that an ordinance was established in February 2022 to fix the issue of paying taxes on motor vehicles registered in another state.

There have been issues where multiple complaints have been made, and this Board has requested that these complaints be put in writing. First Selectman St. John stated he spoke with our neighboring towns, which use third-party companies that handle this professionally. There are several different agencies out there. The one First Selectman St. John talked to is an agency out of Naugatuck called Savoy Investigations. They submitted a proposal. (see attached)

First Selectman St. John stated that in communicating with the other two Selectmen, both were hesitant about bringing in a third-party agency and “strong-arming” our residents. We would instead use a gentler process. So, the question was brought up about the town's other options. First Selectman St. John spoke with our Town Assessor and questioned what was done in the past. First Selectman St. John read an email submitted by the Town Assessor. (see attached) First Selectman St. John noted that the town will try the same approach again, and if any assistance is needed, we may reach out to our Police Department to enforce our ordinance.

Selectman Vance stated that with COVID and DMV having to close, everything became very lax. But with COVID now behind us, these individuals who have established residence in our community must obtain a Connecticut registration. Let's go slow, go easy, and remind people.

### **Public Comments**

None

### **Executive Session**

None

### **Adjournment**

First Selectman Edward St. John MOTIONED to ADJOURN the meeting at 4:25 p.m.; SECONDED by Selectman J. Paul Vance. Unanimous approval.

The next meeting is slated for Monday, August 21, 2023, at 4:00 p.m.

These minutes are submitted subject to approval.

Respectfully Submitted,

*Liana St. Germain*

Recording Clerk



Middlebury Democratic Town Committee

P.O. Box 355

Middlebury, CT 06762



August 9, 2023

To: The Honorable Board of Selectmen,

The Middlebury Democratic Town Committee, at a meeting held on August 8, 2023 compiled a list of qualified candidates for a position on the Public Works Commission.

We are honored and pleased to present the following names for consideration in no particular order or preference:

Bryan A. Ferrucci, 436 Regan Road

Michael I. MacDonald, 130 Upper Whittemore Road

Sincerely,

Handwritten signature of Curtis Bosco in blue ink.

Curtis Bosco

Town Chairman



## BOARD / COMMISSION / COMMITTEE MEMBER FORM

Full Name: MACDONALD MICHAEL I  
Last First M.I.

Address: 130 UPPER WHITTEMORE ROAD  
Street Address

Middlebury CT 06762  
City State ZIP Code

Home Phone: ( ) \_\_\_\_\_ Cell: (203) 819-2060

Email Address (Required): MMACDONALD-21@GMAIL.COM

Board / Commission / Committee: COMMISSION Public Works

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

M. MacDonald

TERM: 08/09/2023 08/09/2027

REGULAR OR ALTERNATE: Regular

Attendance Record for Reappointment: N/A

Chairman's recommendation for reappointment based on attendance: N/A

Please submit the completed form, along with a resume, brief biography, 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)

# Michael I. MacDonald

(203) 819-2060 • mmacdonald.21@gmail.com

130 Upper Whittemore, Middlebury, CT 06762

An accomplished **Enterprise Account Executive/Account Manager** with over 10 years of record success in sales at local, regional and national levels. I am a creative problem solver with the ability to drive new revenue, increase recurring revenue, resolve conflicts, improve morale amongst my peers and consistently exceed revenue targets. Over these past 10 years I have managed accounts from Enterprise to Large Enterprise Accounts.

## PROFESSIONAL EXPERIENCE

### Monster.com

Senior Sales Engineer

January 2023 - Current

Senior sales engineers help the team to structure efficient deliverables and high-quality outputs using their technical expertise related to Pay Per Performance Products. I identify business opportunities by analyzing sales movements and conducting statistical data management that would generate more revenue resources and attract business partnerships. A senior sales engineer recommends process improvement techniques to meet client requirements and specifications within budget limitations and deadlines.

### Culture Amp, NY (Remote)

Enterprise Account Executive

August 2021 - January 2023

Generate new business opportunities through a combination of outbound calling, emailing, and following up on marketing campaigns and inbound inquiries. Follow-up on opportunities generated by attending People Geekups and other company events. Employee size consists 1,000-10,000 and beyond.

### PandoLogic, New York, NY (Remote)

Enterprise Account Manager

June 2020 - January 2021

As an Enterprise manager you are the subject matter expert in recruitment advertising, marketing and ensuring customer success. While maintaining your revenue target you are to be proactive in recognizing problems ahead of time to help with the customers goals and aligning with their recruitment needs. There I managed a book of revenue of over \$6,000,000 and major market companies like Amazon and Postmates.

### ZipRecruiter, Tempe, AZ (Remote)

Enterprise, Account Executive (Nationwide)

December 2019 - June 2020

As an Enterprise account executive is responsible for managing the business relationships with clients that are in the top Fortune 100-1000 companies. The companies determined here at ZipRecruiter are listed as enterprises with over 2,000 employees. Enterprise account executives plan sales tactics to achieve monthly and annual targets. Cold calling, blueprint accounts and aligning/identifying each decision-makers in the customer organization to assess their needs and provide relevant products and services.

### Indeed.com, Stamford, CT

Senior Account Executive

December 2013 - June 2019

Senior Account Executives are responsible for continuously generating new business and growing existing accounts and winning back accounts that have stopped spending. This was to ensure we will drive profitable sales and revenue through these relationships and customers. You are responsible for selling all products and or solutions to each client and match them depending on each need of the business.

### US Army National Guard

11B - Infantry

September 2011 - December 2019

The infantry is the main combat force and fighting foundation of the National Guard. As a leader in 1<sup>st</sup> platoon, I was tasked with ensuring sensitive items were accounted for, and ran training on weapon systems to ensure soldiers could successfully operate and utilize each weapon system. Maintain physical readiness as well as ensure soldiers were prepared for all training exercises. Managed the newer and some veteran soldiers on duties prior and during drills.

## SKILL HIGHLIGHTS

- Ability to manage, maintain and provide strong productive relationships within all accounts
- Proficiency in Windows, MS Word, Excel, PowerPoint, SFDC, Sandler Certified (Bronze), MEDDIC Trained
- Sales Proficiency - SAAS, Digital Advertisement, Enterprise Solutions Sales, Recruitment Marketing
- Outstanding Presentation, Written and Verbal Communication Skills, Leadership in both independent and team environments

**EDUCATION**

**Post University, Waterbury, CT**

**Bachelor of Science / Business Administration and Law**

**Graduated: May 2013**



Personal Biography  
Michael MacDonald  
Senior Sales Engineer  
Monster.com  
Post University Alumni

I am currently a Senior Sales Engineer for Monster.com (Not the energy drink!) I live and work with a simple philosophy of "Nothing is Impossible". This is embodied through my dedication to exceeding expectations and empowering others for the greater good of the community.

I grew up in Jacksonville, MD which is a small town like Middlebury where everyone knows someone, nothing is missed but the community is passionate. Some of my greatest achievements in life have been professionally being able to sell a 7 figure deal that helped catapult an organization to new heights, help build Indeed to the platform they are today, serve in the United States Army and recently becoming a father.

Some of my personal goals are to establish a better future for my daughter, exploring more of the world and retiring at an early age to enjoy life for what it is, to live. As for my professional goals I am looking to make an impact to my community while creating an engaging environment through either sports or leisure and pushing myself from a sales background to new heights and help lead a sales organization one day.

As for my hobbies I am a photographer. I focus on landscapes and black and white pictures. When I don't have a camera on me I am always playing a sport and always with my family as much as I can.

As for my skills I have been through lots of changes and challenges and I excel in being a problem solver, leader and inspiring others. While to those that might not seem like skills to me those are and what have driven me to success today. If you are looking to what my area of expertise is it would be Human Capital Marketplace, Recruitment Advertising and Marketing.

While I do have awards for what I have done in my career that does not define me as a person. I like to push myself and help others at the end of the day. Having the satisfaction of impacting one person or lots of people drives me to do more and be better.

Michael MacDonald's Intent to serve.

Impact. That is why I want to serve. I want to be able to have a lasting impact on the growth and success within Middlebury. With that idea in mind there would be no better place to make that kind of impact starting with the core and foundation through the town with Public Works. In my career I analyze, conduct and administer maintenance and operations through a digital platform. Yes that isn't something equal to the impact on what the Public Works department does but it is equal on the impact of what I do for others.

The two can cross paths as I have helped many public works departments staff and employ their divisions. With the many different states and cities I have worked with they all have passion in what they want to do with helping the city or state they work for. I have first handedly learned about what goes in to Public works from Administering engineering projects, understanding park maintenance, oversight of sewer and water operations the only difference is I haven't been serving all of those cities and states only helping from the outside.

This time around I want to help from the inside as I am now a resident of Middlebury and want to help continue the success this department has and impact those who live in Middlebury and pass through.



SAVOY INVESTIGATIONS

# RESULTS YOU CAN COUNT ON

## TOWN OF MIDDLEBURY

Delivered on **August 03, 2023** Submitted by **STEPHANIE SAVOY**

180 Church St., Naugatuck • 203-632-8557 • [savoy@savoyinvestigations.com](mailto:savoy@savoyinvestigations.com) •



# OVERVIEW

Dear First Selectman St. John,

Over the last five years, Savoy Investigations has provided municipalities with investigative services related to motor vehicles that are housed in their communities, but registered out of state. Over time this has expanded to include unregistered personal property as well.

We believe our results speak for themselves. All totaled, we have found thousands of motor vehicles and personal property items, adding over to \$15 million in taxable assets to grand lists.

Our work is not money focused. We pride ourselves in our ability to deliver a focused list of verified residents, not visitors or weekend guests. Other companies sweep up every out of state plate and send harassing and alarming bills to property owners. We do not. We work collaboratively with your Tax Collector and Assessor to ensure each person is paying their fair share; nothing more and nothing less. At the end of our investigation, the list of verified property owners is the property of your town, and is yours to do with as you wish.

Based on the initial conversation I had with you, I am proposing to implement an out of state motor vehicle investigation between my firm and the Town of Middlebury. Allowing us the opportunity to document any out of state vehicles will give you the ability to ensure each resident is paying their fair share of motor vehicle taxes.

I look forward to discussing this further with you and the Board of Selectman.

Sincerely,



**Stephanie Savoy**

Owner

Savoy Investigations



# ABOUT US

Savoy Investigations is a Naugatuck based legal investigations firm. We specialize in pre-litigation and litigation support services for civil, criminal and domestic cases. Foremost though, we are a local company, and take great pride in supporting our communities.

We began out of state motor vehicle investigations five years ago at the request of our hometown, the Borough of Naugatuck, and since then have developed a program that is fair and equitable to all residents of the communities.

We begin with canvassing the town for any out of state or unregistered motor vehicles. After a vehicle or piece of property is identified multiple times, it is added to our "captured" list.

Then, we spend considerable time determining if the property owner is a resident, visitor, or guest of the town. If they are determined to be a resident, they are added to our final list, which is sent to the town.

We then work hand in hand with your town departments to get liability notices sent to the property owner. After having received their liability notice, we are available to help the town or property owner with any questions of tax liability.



# PROPOSAL

Savoy Investigations will implement an out of state motor vehicle investigation for the Town of Middlebury. From locating and documenting the vehicles and property, to handling questions and disputes as they come in, to working with the Assessor and Tax Collector to collect the taxes owed to the town.

## Deliverables

- A year round documentation of out of state and unregistered motor vehicles. Photographs taken throughout the year verses over three or six months will allow collections to proceed easier.
- A complete file built on each piece of property in question, with evidence gathered and documentation backing up our findings
- A dedicated email address residents can use to contact us to offer tips on motor vehicles
- Complete access for the Assessor and Tax Collector to our findings and our staff to ensure a smooth operation for collection
- Ongoing communication between our company and the Town to allow seamless turnover of findings



## **Setting up data and collection plan**

Savoy Investigations will meet with the Assessor and Tax Collector to establish goals and timelines of the motor vehicle files to be entered into the Town's system

## **Field Investigations**

Throughout the year we will be gathering pictures of motor vehicles with out of state registrations, as well as photographs of unregistered personal property via car mounted cameras

## **Data Collection and documentation**

As photographs are gathered, they are entered into our databases, where the cars and property are traced back to the owners. From there, we build a file showing residency in Middlebury, or establishing the connection of the owner to the location.

## **Submit to the Town**

Within the agreed timeframes, we will turn in our findings to the Assessor's office so they have enough time to enter the information into their systems, while maintaining our availability to assist their office throughout this process.

## **Available for any questions and disputes**

Once property liability notices are sent by the town, we then are available for any questions from owners or disputes they may have. Often residents are unaware of the property tax laws in the State of Connecticut and just need clarification, other times owners will dispute the amount of time the vehicle spends in town



# YOUR INVESTMENT

*Our fees are based on the time required and will be billed at the discounted rate of \$125.00 per hour for the contract period of one year from the date of the contract.*

Expenses for mileage, printing, and report production are charged as part of the rate above. The only billable items that will be passed along are the fees we incur from the databases we utilize to gather our information. We are sensitive to town budgets and try to minimize fees as much as possible within the scope of the project.

With that said, we propose a budget of \$50,000 for this first year. Without having any idea as to how many out of state or unregistered cars may be in your community, we believe this will allow us to do a complete investigation of the 128 named roads in Middlebury, and 3,166 housing units. It is our hope that the investigation can be completed well under that budgeted amount.

To begin we would require 20% as a retainer, with the remaining billed monthly during the course of the investigation.

It is my hope that this is the beginning of a long and mutually beneficial relationship between the Town of Middlebury and Savoy Investigations.

*Savoy Investigations bills at the end of each month for fees and expenses incurred during that month. Payment is due within 30 days.*





# CONTRACT

This Agreement, dated effective \_\_\_\_\_, is made and entered into by and among the Town of Middlebury (the "Town") and Savoy Investigations (Savoy).

## ARTICLE 1

### SCOPE OF WORK

#### 1.1 SERVICES.

The Town has engaged Savoy to provide services in connection with the Town's collection of out of state motor vehicle taxes, and such other services as described in Exhibit A.

#### 1.2 TIME AND AVAILABILITY.

Savoy shall have discretion in selecting the dates and times it performs such services throughout the month giving due regard to the needs of the Town's timeline.

#### 1.3 CONFIDENTIALITY.

In order for Savoy to perform the services, it may be necessary for Savoy to turn over sensitive information protected under the Driver's Protection and Privacy Act (DPPA) to the Town. Savoy will rely upon the Town's (and the Town's Agents and Employees) integrity and prudent judgment to use this information only in the confines in which is allowed by law. Said information shall be kept in the strictest of confidence.

#### 1.4 STANDARD OF CONDUCT.

In rendering services under this Agreement, Savoy shall conform to high professional standards of work and business ethics. Savoy shall not use materials or equipment of the Town without the prior written consent of the Town.

#### 1.5 OUTSIDE SERVICES.

Savoy shall not use the service of any other entity or organization in the performance of Savoy's duties without the prior written consent of the Town. Should the Town consent to the use by Savoy of the services of any other entity or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that entity or organization until such entity or organization has executed an agreement to protect the confidentiality of the Town's Confidential Information (as defined in Article 5) and the Town's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

#### **1.6 REPORTS.**

Savoy shall periodically provide the Town with reports of his or her observations and conclusions regarding the services. Upon the termination of this Agreement, Savoy shall, upon the request of the Town, prepare a final report of Savoy's activities and findings.

## **ARTICLE 2**

### **INDEPENDENT CONTRACTOR**

#### **2.1 INDEPENDENT CONTRACTOR.**

Savoy is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Town. The manner in which Savoy's services are rendered shall be within Savoy's sole control and discretion. Savoy is not authorized to speak for, represent, or obligate the Town in any manner without the prior express written authorization from the Town.

#### **2.2 BENEFITS.**

Savoy and Savoy's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Town. No workers' compensation insurance shall be obtained by the Town covering Savoy or Savoy's employees.

## **ARTICLE 3**

### **COMPENSATION FOR SERVICES**

#### **3.1 COMPENSATION.**

The Town shall pay Savoy \$125 an hour up to the budgeted amount of \$50,000 for services rendered in July 1, 2023- July 1, 2024. Payment is due within 30 days of the invoice being received by the Town for services rendered to the Town under this Agreement.

### **3.2 REIMBURSEMENT.**

The Town agrees to reimburse Savoy for all database fees incurred by Savoy in conjunction with gathering ownership information.

## **ARTICLE 4**

### **TERM AND TERMINATION**

#### **4.1 TERM.**

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in full force and effect for 12 consecutive months. The Town and Savoy may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

#### **4.2 TERMINATION.**

Either party may terminate this Agreement with 90 days written notice given to the other party. Any monies owed would be due upon termination.

#### **4.3 SURVIVAL.**

The provisions of Articles 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

## **ARTICLE 5**

### **CONFIDENTIAL INFORMATION**

#### **5.1 OBLIGATION OF CONFIDENTIALITY.**

In performing services under this Agreement, the Town may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Savoy's. The Town agrees that the Town will not and the Town's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Town, or disclose such Confidential Information without the written authorization of the Owner of Savoy Investigations, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

#### **5.2 DEFINITION.**

"Confidential Information" means information protected under the Driver's Privacy and Protection Act (DPPA). All information which the Town acquires or becomes acquainted with during the period of this Agreement, developed by Savoy, which the Town has a reasonable basis to believe to be Confidential Information, or which is treated by Savoy as being Confidential Information, shall be presumed to be Confidential Information.

#### **5.3 PROPERTY OF THE TOWN.**

Savoy agrees that all reports, photographs, and specific materials developed by the Savoy on behalf of the Town in connection with services rendered under this Agreement, are and shall remain the property of the Town. Promptly upon the expiration or termination of this Agreement, or upon the request of the Town, Savoy shall return to the Town all documents and tangible items, provided to Savoy or created by Savoy for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

## **ARTICLE 6**

### **RIGHTS AND DATA**

All documents and tangible items prepared for and submitted to the Town by Savoy in connection with the services rendered under this Agreement shall belong exclusively to the Town and shall be deemed to be works made for hire (the "Deliverable Items"). Savoy agrees to give the Town or its designees all assistance reasonably required to collect on taxes owed.

## **ARTICLE 7**

### **GENERAL PROVISIONS**

#### **7.1 CONSTRUCTION OF TERMS.**

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

#### **7.2 GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Connecticut.

#### **7.3 COMPLETE AGREEMENT.**

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

#### **7.4 MODIFICATION.**

No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

#### **7.5 WAIVER OF BREACH.**

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

#### **7.6 SUCCESSORS AND ASSIGNS.**

This Agreement may not be assigned by either party without the prior written consent of the other party.

#### **7.7 NO CONFLICT.**

Savoy warrants that Savoy has not previously assumed any obligations inconsistent with those undertaken by Savoy under this Agreement.



# SIGNATURE

In witness whereof, the Town of Middlebury and Savoy Investigations, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

**Edward St. John**  
First Selectman, Town of Middlebury

---

**Stephanie Savoy**  
Owner, Savoy Investigations

**Liana St. Germain**

---

**From:** Chris Kelsey  
**Sent:** Monday, August 7, 2023 16:23  
**To:** Liana St. Germain  
**Subject:** Motor Vehicles

Ed,

A few years back we did a push in the paper to try to corral some of the out of state vehicle problems we had at the time. That process netted 11 vehicles then.

Since then we experienced COVID, not only have we seen more out of state vehicles since COVID, but DMV also relaxed their regulations for registrations in state. Now that all of that is behind us and October 1 is around the corner I will renew the push to ask people to let us know where these vehicles are. I now have a social media page and will touch base with the local paper to start this process again.

The assessors office can only place assessments as of October 1<sup>st</sup> and has no authority to force people to change their plates. The town has approved a process to get the police involved, establishing this list will be the first step in starting that process.

Chris

## **Payment of Taxes on Motor Vehicles Registered in Another State**

### **Section 1 Statement of Purpose**

Residents of the Town of Middlebury are required to pay taxes on motor vehicles they own, which are utilized in this state, and most frequently used in, or remaining in, the Town of Middlebury, in accordance with Connecticut Statutes.

Connecticut Statutes Section 12-71, provides, in pertinent part:

...

(f) (1) Property subject to taxation under this chapter shall include each registered and unregistered motor vehicle and snowmobile that, in the normal course of operation, most frequently leaves from and returns to or remains in a town in this state, and any other motor vehicle or snowmobile located in a town in this state, which motor vehicle or snowmobile is not used or is not capable of being used.

(2) Any motor vehicle or snowmobile registered in this state subject to taxation in accordance with the provisions of this subsection shall be set in the list of the town where such vehicle in the normal course of operation most frequently leaves from and returns to or in which it remains. It shall be presumed that any such motor vehicle or snowmobile most frequently leaves from and returns to or remains in the town in which the owner of such vehicle resides, unless a provision of this subsection otherwise expressly provides. As used in this subsection, "the town in which the owner of such vehicle resides" means the town in this state where (A) the owner, if an individual, has established a legal residence consisting of a true, fixed and permanent home to which such individual intends to return after any absence, or (B) the owner, if a company, corporation, limited liability company, partnership, firm or any other type of public or private organization, association or society, has an established site for conducting the purposes for which it was created. In the event such an entity resides in more than one town in this state, it shall be subject to taxation by each such town with respect to any registered or unregistered motor vehicle or snowmobile that most frequently leaves from and returns to or remains in such town.

(3) Any motor vehicle owned by a nonresident of this state shall be set in the list of the town where such vehicle in the normal course of operation most frequently leaves from and returns to or in which it remains. If such vehicle in the normal course of operation most frequently leaves from and returns to or remains in more than one town, it shall be set in the list of the town in which such vehicle is located for the three or more months preceding the assessment day in any year, except that, if such vehicle is located in more than one town for three or more months preceding the assessment day in any year, it shall be set in the list of the town where it is located for the three months or more in such year nearest to such assessment day. In the event a motor vehicle owned by a nonresident is not located in any town for three or more of the months preceding the assessment day in any year, such vehicle shall be set in the list of the town where such vehicle is located on such assessment day.

...



Connecticut Statutes Section 12-71b, provides, in pertinent part:

...  
(g) Any motor vehicle which is not registered in this state shall be subject to property tax in this state if such motor vehicle in the normal course of operation most frequently leaves from and returns to or remains in one or more points within this state, and such motor vehicle shall be subject to such property tax in the town within which such motor vehicle in the normal course of operation most frequently leaves from and returns to or remains, provided when the owner of such motor vehicle is a resident in any town in the state, it shall be presumed that such motor vehicle most frequently leaves from and returns to or remains in such town unless evidence, satisfactory to the assessor in such town, is submitted to the contrary.  
...

It is a violation of Connecticut Statutes Section 14-12, and an infraction, such that:

...  
(2) a resident of this state who operates or parks a motor vehicle such resident owns with number plates issued by another state on any highway shall be fined two hundred fifty dollars, except that the fine shall be suspended for a first time violator who presents proof of registration for the motor vehicle subsequent to the violation but prior to the imposition of a fine.

### **Sec. 2 - Violation**

It shall be a violation of this ordinance for any Middlebury resident to fail to register his/her motor vehicle in Connecticut, and/or set such vehicle in the tax list in the Town of Middlebury, when required by, and in accordance with, Connecticut Statutes.

### **Sec. 3 - Penalty**

In addition to the penalties provided by Connecticut Statutes, any person who violates the provisions of this ordinance shall pay a fine of two hundred fifty dollars (\$250.00), to the Town of Middlebury. Said fine will be in addition to, and not a substitute for, any required payment of back taxes, plus interest and penalties, that may be owed on the motor vehicle(s) in question.

### **Sec. 3 - Citations and Appeal Authorized**

Pursuant to Connecticut General Statutes § 7-148(c)(10), the Town of Middlebury may enforce this ordinance by the issuance of a citation. Each citation shall be issued by a police officer or designated municipal employee who shall issue a written warning providing notice of the specific violation before issuing the citation. Such citation may be appealed through the citation appeal procedure established herein.

#### **Sec. 4. – Citation Appeal Procedure**

(a) *Applicability.* Unless otherwise expressly provided within this Code, this section shall apply upon the issuance of a citation for violation of any provision of this Ordinance.

(b) *Appointment of citation hearing officers.* The First Selectman, subject to approval of the Board of Selectmen, shall appoint one or more citation hearing officers, other than police officers or employees or other persons who issue citations, to conduct hearings authorized by this section.

(c) *Notice of violation.* Within twelve months from the expiration of the period for the uncontested payment of fines, penalties, costs or fees for citations issued under any provision of this Ordinance, the Town shall send notice to the person cited. The notice shall inform the person cited: (1) Of the allegations against him/her, and the amount of the fines, penalties, costs or fees due; (2) that he may contest his liability before a citation hearing officer by delivering in person or by mail written notice within ten days of the date thereof; (3) that if he does not demand such a hearing, an assessment and judgment shall be entered against him; and (4) that the judgment may issue without further notice.

(d) *Admission of liability.* If the person or entity who is sent notice pursuant to subsection (c) of this section wishes to admit liability for any alleged violation, he may, without requesting a hearing, pay the full amount of the fine, penalties, costs or fees admitted to in person or by mail to an official designated by the town. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the person making the payment. Any person who does not deliver or mail written demand for a hearing within ten days of the date of the first notice provided for in subsection (c) above shall be deemed to have admitted liability, and the designated municipal official shall certify the person or entity's failure to respond to the citation hearing officer. The citation hearing officer shall thereupon enter and assess the fines, penalties, costs or fees as set forth herein, and shall follow the procedures set forth in subsection (g) of this section.

(e) *Right to hearing; notice; timing of hearing.* Any person who requests a hearing shall be given written notice of the date, time and place for the hearing. Such hearing shall be held not less than fifteen days nor more than thirty days from the date of the mailing of notice, provided the citation hearing officer shall grant upon good cause shown any reasonable request by any interested party for postponement or continuance.

(f) *Hearing procedure.* An original or certified copy of the initial notice of violation issued by the issuing official or police officer shall be filed and retained by the municipality, and shall be deemed to be a business record and evidence of the facts contained therein. The presence of the issuing official or police officer shall be required at the hearing if such person so requests. A person wishing to contest his liability shall appear at the hearing and may present evidence in his behalf. A designated municipal official, other than the hearing officer, may present evidence on behalf of the municipality. If such person fails to appear, the hearing officer may enter an assessment by default against him upon a finding of proper notice and liability under the applicable statutes or ordinances. The citation

hearing officer may accept from such person copies of police reports, investigatory and citation reports, and other official documents by mail and may determine thereby that the appearance of such person is unnecessary. The citation hearing officer shall conduct the hearing in the order and form and with such methods of proof as he deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The citation hearing officer shall announce his decision at the end of the hearing. If the citation hearing officer determines that the person is not liable, he shall dismiss the matter and enter his determination in writing accordingly. If the citation hearing officer determines that the person is liable for the violation, he shall forthwith enter and assess the fines, penalties, costs or fees against such person as set forth in the statutes and/or ordinance.

(g) *Notice of assessment; filing in Superior Court; effect.* If such assessment is not paid on the date of its entry, the citation hearing officer shall send by first class mail a notice of the assessment to the person found liable and shall file, not less than thirty days or more than twelve months after such mailing, a certified copy of the notice of assessment with the clerk of the Superior Court for the Judicial District of Waterbury together with an entry fee of eight dollars. The certified copy of the notice of assessment shall constitute a record of assessment. Within such twelve-month period, assessments against the same person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of such record of assessment and court costs of eight dollars, against such person in favor of the municipality. Notwithstanding any provisions of the Connecticut General Statutes, the hearing officer's assessment, when entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may issue without further notice to such person.

(h) *Right to judicial review.* A person against whom an assessment has been entered pursuant to this section is entitled to judicial review by way of appeal. An appeal shall be instituted within thirty days of the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case, at the Superior Court for the Judicial District of Waterbury, which shall entitle such person to a hearing in accordance with the rules of the judges of the Superior Court.

Approved by the Board of Selectmen 2/22/2022  
Legal Notice Published 2/24/2022 - Bee-Intelligencer  
Effective Date - 3/11/2022

