

City of Derby Board of Aldermen

First Ward

Barbara L. DeGennaro, President
Stephen Iacuone
Felicia Monaco

Second Ward

Arthur T. Gerckens
Ronald M. Sill
David M. Lenart

Third Ward

David J. Anroman
Carmen T. DiCenso
Peter M. Olenoski, Jr.

Board of Alderman Minutes Aldermanic Chambers, City Hall 1 Elizabeth Street, Derby, CT June 26, 2014

1. Call to Order.

The meeting was called to order at 7:00 PM

2. Pledge of Allegiance.

3. Roll Call.

Present were Ms. DeGennaro, Mr. Iacuone, Mr. Gerckens, Mr. Sill, Mr. Anroman, Mr. Olenoski, Mr. DiCenso, Mr. Lenart and Ms. Monaco. Mr. Iacuone was absent (arrived at 7:49 PM).

A moment of silence was held for Police Officer Albert Satkowski who passed away on June 22, 2014.

4. Additions, Deletions, Corrections, and Adoption of Agenda.

Ms. DeGennaro motioned to make the following changes:

Move item 12.7 and 12.7.1 to be discussed after public portion, correct item 8.d. to include "the owner and or representative of 67 Minerva Street", and correct 6.6. and add at the request of Moving with Hope for their festival on September 9th.

Mr. Anroman seconded and the motion carried.

5. Public Portion.

Fire Commissioner Kelleher: Thanked Ms. DeGennaro for moving up the Fire Department section on the agenda. He also commended the firemen and EMS personnel for their work at the fire in Shelton. He thanked them and asked the Board to give them a round of applause.

Tom Lionetti – Sunset Drive: Asked why are there so many items on executive session? He thought they should be discussed in public. Mayor Dugatto stated that it is to discuss litigation and therefore, held in executive session.

Mr. Gerckens thanked the fire department and Storms for their medical coverage at the St. Mary/St. Michael 5K race and their help with the mile marker installation.

Fire Department

1. Status of CMED dispatching for City of Derby. Discussion/Possible Action and Executive Session, if necessary.

Fire Chief Lenart spoke about issues with CMED. He stated that CMED encompasses 18 towns and at CMED's Board of Directors meetings, New Haven has been complaining that

they pay too much. The rate is based on population, therefore, they pay \$350,000 for two ambulances. Derby pays \$30,000 for the same. New Haven and West Haven are threatening to leave. Now other towns are threatening to leave as well. They are looking at other dispatch centers as CMED may collapse as of July 1st. If CMED doesn't collapse, but cannot dispatch, then 45 days' notice is required to terminate the contract. The police department would be able to assist with dispatching for a month or two if needed. There is a Board of Directors meeting tomorrow and the fire department should have more information after that.

6. Administrative and Appointments

- i. Refund of excess taxes paid through June 13, 2014 - \$931.38 as recommended by Denise Cesaroni, CCMC, Tax Collector**
Mr. DiCenso motioned to approve the refund of the excess taxes. Mr. Olenoski seconded and the motion carried.
- ii. Approve Sign for Boys and Girls Club of LNV at beginning of Riverwalk at Division Street for 5K Race on June 29, 2014**
Mr. DiCenso motioned to approve the sign, Mr. Anroman seconded and the motion carried.
- iii. Waive Picnic Grove Fee for Derby Lodge of Elks on September 6, 2014**
Mr. Anroman motioned to waive the picnic grove fee, Mr. Sill seconded and the motion carried.
- iv. Authorize closure of certain streets for 5K Road Race for Griffin Center for Cancer Care on Saturday, October 18, 2014**
Ms. DeGennaro stated that Griffin is not asking for road closures and that they are using the sidewalks. Mr. Lenart stated that many runners end up using the street and it's a safety concern. Mr. DeGennaro motioned that Griffin contact the police department and the ambulance company and coordinate their use of the sidewalks. Mr. DiCenso seconded. Mr. Lenart stated some kind of control needs to be put in place. There was no further discussion and the motion carried. Mr. DiCenso opposed.
- v. Authorize use of the Derby Greenway by Moving with Hope for Down by the River Bike for Hope Charity Ride on September 6, 2014**
Ms. DeGennaro motioned to approve the use of the Derby Greenway and to add that they contact the police department and ambulance and provide proof of insurance for that day. Mr. Anroman seconded and the motion carried.
- vi. Authorize placement of 18"x24" sign at Derby/Shelton Bridge and Entrance to the Greenway and at the corner of Main Street and Derby Avenue.**
Mr. DiCenso motioned to approve the sign request. Ms. DeGennaro motioned to amend the approval because the request was for the entrance of the greenway only. Mr. Olenowski seconded the motion as amended and the motion carried.
- vii. Approve appointment of James. R. Butler to the Parks and Recreation Commission as the representative of the Board of Apportionment and Taxation.**
Ms. DeGennaro motioned to table the appointment. Mr. Sill seconded and the motion carried.

7. Approval of Minutes:

- i. Regular Meeting – May 22, 2014**
Ms. DeGennaro motioned to approve the minutes. Mr. Anroman seconded and the motion carried. Mr. Lenart and Ms. Monaco abstained.
- ii. Special Meeting – June 10, 2014**
Mr. Anroman motioned to approve the minutes, Mr. Olenoski seconded and the motion

carried. Mr. Lenart abstained.

8. Blight Committee

- a) **Recommend to full Board of Aldermen that the Designation of Buildings or Structures as Hazardous or Unsanitary letter be sent by the Building Inspector to the property owner(s) of 105 Hawkins Street.**

Mr. DiCenso motioned to approve the recommendation. Mr. Anroman seconded. Ms. DeGennaro asked that corporation counsel take a look at this and conduct a title search. Mr. DiCenso motioned to table. Mr. Sill seconded and the motion carried.

- b) **Recommend to full Board of Aldermen that the Designation of Buildings or Structures as Hazardous or Unsanitary letter be sent by the Building Inspector to the property owner(s) of 350 Derby Avenue.**

Mr. DiCenso motioned to approve the recommendation. Mr. Anroman seconded and the motion carried.

- c) **Recommend to full Board of Aldermen that the Designation of Buildings or Structures as Hazardous or Unsanitary letter be sent by the Building Inspector to the property owner(s) of 33 E. 9th Street.**

Mr. DiCenso motioned to approve the recommendation. Mr. Sill seconded. Ms. DeGennaro stated that this address was just placed on the blight list in April. The motion carried without further discussion. Ms. DeGennaro opposed.

- d) **Recommend to the full Board of Aldermen that the Building Inspector send a letter to John Guedes, the owner and/or representative of 67 Minerva Street, advising him to redo the construction fence, close up the back wall, and fix the chimney.**

Mr. DiCenso motioned to approve the recommendation. Mr. Anroman seconded and the motion carried.

- e) **Recommend to the full Board of Aldermen that the Blight Department work hand-in-and with the Town & City Clerk to place Blight Liens on the Land Records.**

Mr. DiCenso motioned to approve the recommendation. Ms. DeGennaro stated that she had asked at prior meetings that someone verify the blight liens and record them on the land records. She wants an attorney to do it, not the city clerk. Ms. DeGennaro motioned to move this responsibility to corporation counsel. Ms. Monaco seconded and the motion carried.

9. Community Relations

- a) **Recommend that the Vendor Permit Application for Super Softy/Michael Carpinello be approved.**

Mr. Gerckens motioned to approve the vendor permit for Super Softy. Mr. Olenoski seconded. Ms. DeGennaro asked if the insurance information was attached to the paperwork. Mr. Gerckens stated that it was. The motion carried with no further discussion.

- b) **Recommend that the sidewalk reimbursement in the amount of \$666.65 for 2 Coppola Terrace be approved.**

Mr. Gerckens motioned to approve the reimbursement. Mr. Olenoski seconded and the motion carried.

- c) **Recommend that the sidewalk reimbursement in the amount of \$750.00 for 36 Spring Street be approved.**

Mr. Gerckens motioned to approve the reimbursement. Mr. Olenoski seconded and the motion carried.

- d) **Recommend that the rules for the Derby Dog Park be approved.**

Mr. Gerckens motioned to approve the rules for the Derby Dog Park (listed below). Mr. Olenoski seconded. Ms. DeGennaro amended to the motion and requested to have corporation counsel review the rules. Mr. Gerckens approved the amendment and Mr. Olenoski seconded. Ms. Monaco stated that Lowes donated approximately \$2,000 in trees, plants, benches and a sign which will state the rules. Mr. DiCenso asked that the mayor send Lowes a thank you letter. The motion carried.

RULES & REGULATIONS

The Town of Derby is not responsible and shall have no liability for the acts or omissions of individuals or their animals that utilize the Dog Park. You are liable for any injury or damage caused by your animal.

- *Use the park at your own risk.*
- *Owners must comply with all state and local regulations.*
- *All dogs will be on leash from the parking lot until they are in the actual dog park area. Take off leash once in the dog park area.*
- *Smoking is prohibited.*
- *The Dog Park may be utilized by Ansonia and Derby residents only.*
- *Dogs must have a valid license and be current on their immunizations. The license tag must be visible.*
- *Carry a leash at all times. Leash your dog when entering and exiting the Dog Park and immediately upon any sign of aggression or bad conduct of your dog.*
- *Keep your dog within view and under voice control at all times.*
- *Clean up after your dog and dispose of waste by properly using the appropriate waste receptacles.*
- *Do not allow dogs to dig holes; fill in immediately if they do.*
- *Aggressive dogs, female dogs in season (heat), dogs younger than 4 months of age and sick or injured dogs are not allowed in the park.*
- *Children must be under the supervision of an adult. Children or Adults should not use or climb on the dog activities.*
- *Food is not permitted inside the park. This means no treats!*
- *Spiked, pronged, choke or training collars are not allowed.*
- *Be responsible and courteous to others.*
- *Small dog side is for dogs under 25 pounds, timid and elderly dogs*
- *No more than 3 dogs per person.*
- *Soft toys only are allowed at the park.*
- *No bicycles.*

PARK PETIQUETTE

- *Be considerate of other park users. Don't let your dog bother others enjoying the park.*
- *Do not feed the dogs in or near the Dog Park. This means no treats!*
- *Keep your dog in sight at all times. Be aware of what he or she is doing. Anticipate potential problems. It is easier to stop a problem from happening than deal with it after it's occurred.*
- *Remove your dog from the park if he or she becomes aggressive.*
- *Please keep the gates closed at all times.*

Hours of operation

- *Sunrise to sunset*

- e) **Recommend the submission of technical information concerning the proposal to construct a wireless telecommunications facility at 111 New Haven Avenue, Derby, CT (Bradley Pond) and to discuss recommendations of possible other sites and possible public hearing.**

This item was just being brought to the attention of the board and no action was taken.

10. Operations and Procedures Committee

- i. **Recommend to the full Board of Aldermen approval of the Derby Police Department**

and City of Milford Hold Harmless and Indemnification Agreement for the Regional Shoot House and authorize the Mayor to execute said agreement.

Ms. DeGennaro motioned to approve the Hold Harmless Agreement (ATTACHMENT A) and authorize the mayor to execute the agreement. Mr. Lenart seconded and the motion carried.

*Mr. Iacuone arrived at 7:49 PM

11. Road Bond Committee

i. Approve UI bill for \$300.00 for Gilbert Street Project.

Mr. Sill motioned to approve payment. Mr. Lenart seconded and the motion carried. Ms. DeGennaro asked that they make sure the correct address is stated with the payment as the invoice shows two different addresses.

12. Department Reports

ii. Board of Education

Dr. Conway stated that summer school is starting July 7th, the replacement lock project is in progress and the Early Childhood Education Center design phase has begun.

iii. Cultural Commission

**1. Financial report from Finance Director Tom Thompson.
Discussion/Possible Action.**

Laura Brezina thanked everyone who helped with Derby Day.

No action was taken.

iv. Public Works

**1. Status of Gilbert Street Drainage Project and IMCO invoice PW 1131 with related work completion per BOA action at 5/22/14 meeting.
Discussion/Possible Action and Executive Session, if necessary.**

Mr. DeFala updated the Board on the Gilbert Street Project. He stated that IMCO is in full compliance, but there will be a delay on the finish date due to UI issues and additional paving request. He is also asking IMCO to pave from the construction start area to RT 34 – curb to curb. Ms. DeGennaro stated that the payment should be delayed per the motion made at the last meeting. The Board all agreed that the understanding of the motion was that payment would be processed pending completion. Since the work was delayed, the payment will be delayed.

v. Building Department

1. Retraction of Building Official's comments 5/22/14 meeting.

"Ms. DeGennaro asked the status of the lower Academy Hill project. Mr. Sarmiento stated that it has been approved by Planning and Zoning and that permits have been issued."

Mr. Sarmiento asked that the following statement be added to record.

June 20, 2014

To the BOA of the City of Derby:

This is a retraction of my statement from the minutes of the Aldermen meeting on 5/22/14. I was asked about the status of Lot 2-349 Derby Avenue and I misspoke my response. What I meant to say was that I was instructed by Mr. Ted Estwan, Chairman of P & Z, to forward the approval, given to me by Milone and McBroom, to our P & Z attorney, Marjory Shansky. Ms. Shansky had no part in the approval process but was to be made privy of our decision. At no time was my intention to misrepresent Ms. Shansky's involvement in the process and therefore retract my original statement, which upon reflection, is misleading. I would also like to enter into the records two e-mails; One from Milone and McBroom approving the project for the second time and one from Mr. Ted Estwan, advising me of his approval to issue permits to applicant.

Carlo Sarmiento
Building Official
Zoning Enforcement Officer
Inland -Wetland Enforcement Officer
Blight Enforcement Officer
Relocation Officer

vi. **Facilities Inspectors**
A representative as not present.

vii. **Fire Marshal**
The report was not discussed.

viii. **Fire Department**
1. ~~Status of CMED dispatching for City of Derby. Discussion/Possible Action and Executive Session, if necessary.~~

ix. **Office of Emergency Management**
The report was not discussed.

x. **Parking Authority**
No report was received. Mr. Sill asked that someone contact the parking authority for an update. Mr. Gerckens asked that the mayor ask about the crane and trailer that is parked in the lot.

xi. **Police Department**
1. **Status of Bank Street-Derby Avenue Pedestrian Signal.
Discussion/Possible Action.**

The board congratulated the police department on the conviction of Mr. Silva for the shooting at RJ's. Chief Narowski stated they are continuing to work with the staff and liquor commission on continuing issues for that location.

Mr. Gerckens asked about the Derby Rec and the traffic concerns. Chief Narowski stated that

it is a state roadway, but they did meet with the DOT. New signage has been installed as well as center line rumble strips. Warning lights could be installed, but it would be at the cost of the city.

Attorney Blake was working with the insurance company and they have not heard back. No action was taken.

xii. Water Pollution Control Authority

Mr. Saccu forwarded a letter from DEEP regarding the Derby/Ansonia Interconnection and the response letter from the engineering company.

xiii. Finance Director

The report was not discussed.

xiv. Corporation Counsel Update

There was no discussion.

xv. Storm Ambulance Corp

**1. City of Derby Opticom system for Storm Ambulance emergency vehicles.
Discussion/Possible Action**

They are having a difficult making it through town due to the Atwater Bridge construction. Ms. DeGennaro is in receipt of a quote to have this system installed. \$6,411 would cover three vehicles. She deferred the authorization of payment to Capital Planning/LOSIP funds.

xvi. Parks and Recreation

Mr. Sill stated they are working on finalizing a day for the Clynch dedication at the softball field.

xvii. Revolving Loan Fund

Ms. DeGennaro asked that Attorney Welsh take a look at the accounts for next month's meeting. She stated that Patty Finn recommended that Bella's Pizza be turned over to corporation counsel.

13. Other Committee Reports

i. O'Sullivan Island Co mmittee

There was nothing discussed.

ii. Capital Planning Commission

1. Adopt the FY 2014-2015 Capital Plan as presented

Mr. McLiverty stated that the plan could be modified to add the Opticom payment utilizing LOSIP funds.

Ms. DeGennaro motioned to approve the 2014-2015 Capital Plan as presented at the June 17th meeting and modify the plan to include the allocation of LOCIP funds in the amount of \$6,411 to Storms Ambulance for the purchase of the Opticom system. Mr. Sill seconded and the motion carried. Mr. Lenart abstained.

iii. School Building Committee for Roofs

Mr. McLiverty stated that on July 1st will be a construction meeting to review the scope and timeline. All contracts have been signed and the materials have been purchased.

14. New Business

- a) Proposal by Cellco for the construction of wireless telecommunications facility at 111 New Haven Avenue. Discussion/Possible Action and Executive Session, if necessary.**

Mayor Dugatto said a public hearing should be set up. Ms. DeGennaro ask Attorney Welsh to review the proposal. Mr. Lenart motioned to set up a public hearing. Mr. Olenoski seconded and the motion carried.

- b) **Approval of Adopt-a-Spot Application for Richard Del Valle and Rebecca Santora of 14 Crowley Street – Ansonia, CT – Corner of Coon Hollow Road and Hawthorne Avenue**
Mr. Anroman motioned to approved the application, Mr. Lenart seconded and the motion carried. Ms. DeGennaro opposed.
- c) **Approval of Adopt-a-Spot Application for Susan Lanziero Schroeder of 69 Seymour Avenue – Elizabeth Street from Main Street to Opera House**
Mr. Anroman motioned to approved the application, Mr. DiCenso seconded and the motion carried. Ms. DeGennaro opposed.
- d) **Approval of Adopt-a-Spot Application for Cara Beatie of 112 Hawkins Street and Serena Marinko of 118 Hawkins Street – City owned lot on Hawkins Street.**
Mr. Anroman motioned to approved the application, Mr. DiCenso seconded and the motion carried. Ms. DeGennaro opposed.

15. Old Business

- i. **Update on Foreclosure Litigation of blighted properties, 245 Francis Street, 187-189 Derby Avenue and 105 Hawkins Street. Discussion/Possible Action.**
Attorney Welsh stated that the would provide a written report prior to the next committee meeting.
- ii. **Update of Schrade Roosevelt, LLC vs. City of Derby ZBA. Discussion & Possible Action**
Attorney Welsh stated for the record that his firm represents the plaintiff. Attorney Schrade had nothing new to reported. No action was taken.

16. Executive Session

Ms. DeGennaro motioned to enter into executive session at 8:35 PM to discuss the items below and invite Attorney Welsh and Attorney Teodosio. Mr. Sill seconded and the motion carried.

- a) **Correspondence from the Connecticut Department of Energy & Environment regarding enforcement action ad proposed consent order - pending claim.**
- b) **O'Sullivan Island – Environmental Consultant Agreement/Contract with HRP Associates, Inc. – pending litigation.**
- c) **Sale of East Derby Waterworks – sale of city property.**
- d) **VEMS v. City of Derby – pending litigation.**
- e) **Agreement with City Carting for the continued Operation of the City of Derby Transfer Station – contract negotiations.**
- f) **Agreement with City Carting for the continued Ci tywide Trash and Recyclable Collection Services – contract negotiations.**
- g) **Vicki LaRue – employment duties and employment contract.**
- h) **Henry Domurad – employment duties and employment contract.**

At 9:26 pm the meeting reopened to the public.

17. Regular Session

- a) **Correspondence from the Connecticut Department of Energy & Environment regarding enforcement action ad proposed consent order - pending claim.**
Ms. DeGennaro motioned to pay the CT DEEP claim as presented out of claims in the amount of \$8,265.00 and enter into an agreement with CT DEEP and authorize the mayor to sign any and all necessary documents for said claim.

Mr. Sill seconded and the motion carried.

b) O'Sullivan Island – Environmental Consultant Agreement/Contract with HRP Associates, Inc. – pending litigation.

Mr. Gerckens motioned to approve the agreement and all documents to effectuate the assessment of soil and ground water. Mr. Olenoski seconded and the motion carried.

c) Sale of East Derby Waterworks – sale of city property.

No action taken.

d) VEMS v. City of Derby – pending litigation.

No action taken.

e) Agreement with City Carting for the continued Operation of the City of Derby Transfer Station – contract negotiations.

Corporation Council requested the Board make a motion to approve the agreement with City Carting for the continued operation of the City of Derby Transfer Station subject to incorporating the appropriate provisions from the prior agreement between the parties and further authorize the mayor to sign any and all documents to effectuate said agreement.

Mr. Olenoski motioned to accept the corporation council's requested motion. Mr. Lenart seconded and the motion carried.

f) Agreement with City Carting for the continued Citywide Trash and Recyclable Collection Services – contract negotiations.

Corporation Council requested the Board make a motion to approve the agreement with City Carting for the continued citywide trash and recyclable collection service subject to incorporating the appropriate provisions from the prior agreement between the parties and further authorize the mayor to sign any and all documents to effectuate said agreement.

Mr. Sill motioned to accept corporation council's requested motion, Mr. Lenart seconded and the motion carried. .

g) Vicki LaRue – employment duties and employment contract.

Ms. DeGennaro stated it will be referred back to the Operations and Procedures Committee. No action was taken.

h) Henry Domurad – employment duties and employment contract.

Ms. DeGennaro stated it will be referred back to the Operations and Procedures Committee. No action was taken.

18. Adjournment

Mr. Lenart motioned to adjourn at 9:31 PM. Mr. Sill seconded and the motion carried.

Respectfully submitted,

Terri Kuskowski

These minutes are subject to the Board's approval at their next scheduled meeting.

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:
REGIONAL SHOOT HOUSE**

This Hold Harmless and Indemnification Agreement (this "Agreement") is made as of the ___ day of _____, _____ by and between the City of Milford, Connecticut and the _____, Connecticut.

WITNESSETH

WHEREAS, The Shoot House is a firearms training facility that is capable of accommodating live-fire training for law enforcement personnel (the "Facility"). The Facility, which is located in the City of Milford, is constructed of 3/8 inch armor exterior and interior walls. The walls are constructed of three (3) and six (6) inch composite rubber based particles, Kevlar and titanium particles and bonding agents molded under high pressure to form ballistic panels and blocks that are capable of absorbing the impact of a low caliber round. The Facility contains multiple rooms, hallways and doorways to simulate a building, residence or school environment for the trainee;

WHEREAS, the Facility was purchased through funding from the State of Connecticut's Department of Emergency Management and Homeland Security ("DEMHS") as administered by the Region 2 Regional Emergency Planning Team ("Region 2 REPT");

WHEREAS, pursuant to a Memorandum of Agreement Regarding Use of Federal Fiscal Year 2008 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 2 ("MOA") the City of Milford is the Custodial Owner of the Facility. The City of Milford, ("Title Owner Municipality"), in accepting responsibility as the custodial owner of the Facility, is furthering regional collaboration and mutual aid on behalf of all the members of DEMHS Region 2;

WHEREAS, the Title Owner Municipality seeks through this agreement to provide the municipalities of DEMHS Region 2 that maintain an organized and trained SWAT/Tactical Team ("Participating Municipality") the opportunity to use the Facility to train their personnel without the presence of personnel from the Title Owner Municipality. While the Title Owner or a Participating Municipality, including those municipalities who participate in a Regional Emergency Response Team pursuant to a mutual aid compact, uses the Facility, it shall be considered a "Using Municipality;"

WHEREAS, pursuant to the MOA, the Title Owner Municipality agrees that the Facility shall be maintained and repaired by personnel qualified and authorized or permitted under federal, state, and local laws to perform such services. All such actions, if applicable, shall conform to the manufacturer's recommendations. Documents related to the use, maintenance, and repair of the Facility will be retained by the Title Owner Municipality for a minimum period of three (3) years from the date of document creation;

WHEREAS, when the Using Municipality utilizes the Facility it shall assume the care, custody and control¹ of the Facility and shall defend, indemnify and hold harmless the Title Owner Municipality

¹ Care, Custody and Control ("CCC") has been determined to entail physical possession of the property. Any party with a legal obligation to exercise care with respect to property has been deemed to have that property in its CCC.

and any other non-using Participating Municipality, including but not limited to their elected officials, officers, employees, subcontractors, agents, and assigns, from any and all suits, claims or actions of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising from any act, error, or omission of the Using Municipality or its officers, employees, sub-contractors, agents and assigns, occurring during the Using Municipality's use of the Facility. In the instances of a Regional Emergency Response Team, the municipal employer for each respective team member shall be considered a Using Municipality. The municipality that employs the commanding officer shall assume the care, custody and control during use;

WHEREAS, the Using Municipality shall defend, indemnify and hold harmless the Title Owner Municipality (except when the Using Municipality is the Title Owner Municipality) and any other non-using Participating Municipality, including but not limited to their elected officials, officers, employees, subcontractors, agents, and assigns from any and all suits, claims or actions of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising from any act, error, or omission of the Using Municipality or its officers, employees, sub-contractors, agents and assigns, occurring while the Facility is in the care, custody and control of the Using Municipality. The Using Municipality shall not defend, indemnify and hold harmless the Title Owner Municipality as a result of a willful or wanton act, error or omission of the Title Owner Municipality with respect to the maintenance and repair of the Facility by the Title Owner Municipality;

WHEREAS, the insurance requirements for each Participating Municipality are attached hereto as Exhibit "1;"

WHEREAS, the indemnification provided by this Agreement shall be in addition to any rights to which the Title Owner Municipality and the Using Municipality may be entitled to by other agreement, federal or state statutory law or regulation, common law, or otherwise; and

WHEREAS, for purposes of this Hold Harmless and Indemnification Agreement, the use of the Facility shall begin when the Using Municipality takes possession of the Facility by entering same and shall end when the Using Municipality exits the Facility and secures the door to prevent entry by unauthorized persons. Representatives from both the Title Owner Municipality and Using Municipality will complete a written pre-transfer and return inspection report prior to the transfer of the Facility. Documentation of such will be retained by the Title Owner Municipality for a minimum period of three (3) years. The Using Municipality for this purpose shall be the municipality that employs the commanding officer.

NOW, THEREFORE, the parties hereto have executed this Agreement as of the date written below.

TITLE OWNER MUNICIPALITY – City of Milford

Authorized Representative Date
Printed Name:

PARTICIPATING MUNICIPALITY -- _____

Authorized Representative Date
Printed Name:

EXHIBIT "1"

Insurance Requirements

The Using Municipality shall agree to maintain in force at all times during this Agreement the following minimum coverages and shall name the City of Milford to this Agreement as an Additional Insured on a primary and non-contributory basis to all policies. All policies should also include a Waiver of Subrogation in favor of the City of Milford. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII or a Risk Pool approved in the State of Connecticut.

| | | (Minimum Limits) |
|---|--|------------------|
| Auto Liability | Combined Single Limit Each Accident | \$1,000,000 |
| Umbrella (Excess Liability) | Each Occurrence Aggregate | \$10,000,000 |
| Hired & Non Owned Auto Physical Damage | Limit | \$250,000 |

Using Municipality is responsible for any deductible or self-insured retention within ITS insurance program.

Original, completed Certificates of Insurance must be presented to the City of Milford prior to effective date of Agreement. Using Municipalities agree to provide a replacement renewal certificate sixty (60) days prior to the expiration date of the policy.