



**REGULAR MEETING OF THE COMMON COUNCIL  
MIDDLETOWN CONNECTICUT**

**MONDAY, OCTOBER 5, 2020  
7:00 PM**

**MINUTES**

The Regular Meeting of the Common Council of the City of Middletown was held remotely via WebEx and livestreamed on the City of Middletown's Facebook page on Monday, October 5, 2020, at 7:00 PM.

**Present:**

Councilwoman Jeanette White Blackwell	Councilman Vincent Loffredo
Councilwoman Meghan Carta	Councilman Anthony Mangiafico
Councilman Grady Faulkner, Jr.	Councilman Edward McKeon
Councilman Darnell Ford	Councilman Eugene Nocera
Councilman Edward Ford, Jr.	Councilman Philip Pessina
Councilman Anthony Gennaro, Sr.	Councilwoman Linda Salafia

Mayor Benjamin D. Florsheim, Chair

Absent: Daniel Ryan, Esq., Corporation Counsel, Linda Reed, Clerk of the Common Council

**Also Present:**

Ramona Burkey, Director – Russell Library  
Kevin Elak, RS/REHS – Health Department Manager  
Carl Erlacher, CPA, Director - Finance  
Ashley Flynn-Natale, CCTC, City & Town Clerk  
Christopher Holden, PE - Deputy Director, Public Works  
Chief Robert Kronenberger – Fire & Emergency Management Director  
Cathy Lechowicz, - Director – Recreation & Senior Services  
Barbara Knoll Peterson – Mayor's Administrative Assistant  
William Russo - Director, Public Works  
Joseph Samolis - Director, Planning, Conservation & Development  
Brig Smith, Esq. - General Counsel

Members of the Public: WebEx (unknown) and Facebook livestream (unknown number of viewers)

**1. Call to Order**

Mayor Benjamin Florsheim calls the meeting to order at 7:00 PM. He welcomes everyone to the Regular Meeting of the Common Council. The Chair invites the Councilmembers to remain seated, per the accepted rules for remote meetings, and to join in the Pledge of Allegiance.

The Call of the Meeting is read and the Chair declares the call a legal call and the meeting a legal meeting.

**2. Accept/Amend the Agenda**

The Chair asks for a motion either to approve the agenda as presented or to amend.

Councilman Edward McKeon moves to accept the agenda. Councilman Grady Faulkner seconds the motion.

There being no discussion, the Chair calls for a voice vote. The vote to accept the agenda is approved unanimously with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

**3. Presentation – Recognition of Larry McHugh, Middlesex Chamber of Commerce President  
APPROVED BY ACCLAMATION  
RESOLUTION No. 73-20**

**WHEREAS**, serving as the President of the Middlesex County Chamber of Commerce since 1983, Larry McHugh brings to the Chamber the same winning philosophy that he has followed since his teaching days at the helm in the classroom and on the field as a high school football coach; and

**WHEREAS**, under his long-term leadership, the Chamber has grown from 260 members in 1983 to over 2,250 members today. He has worked diligently to provide services to members and non-members alike, promoting Middlesex County as the heart of Connecticut, a place where "the sun always shines;" and

**WHEREAS**, having earned many awards for the Middlesex County Chamber of Commerce, including recognitions on the national stage, ranging from the White House to the United States Department of Labor, Larry has shown that Middlesex County, including the City of Middletown, is an outstanding hub for businesses, a relaxing recreation destination, and an excellent place to live and to work; and

**WHEREAS**, with the unexpected onset of COVID-19, a health situation not experienced in the United States in a century, Larry and his team of 13 devoted professionals at the Middlesex Chamber of Commerce have stepped up to the challenge when businesses needed it most. The ultimate challenge was how best to chart a course so that, during what some regard as perhaps among the worst of modern times, Middlesex County businesses would not simply survive, but continue to move forward. Larry had the unprecedented charge of keeping everyone on track, something that he and his team are accomplishing with a positive attitude, a creative plan, and the diligence that comes only by a devotion fueled by the heart; and

**WHEREAS**, with Larry's steady hand at the helm and his leadership experience, the plan is in place, moving our community forward. There are many ingredients and many hands hard at work. The plan includes the Chamber's solid, remote communication platform through ZOOM, keeping businesses connected; implementation of the Chamber's *Shout It Out* program to connect the community and support local businesses relative to "who, what, and where," linking the community with business resources, hours of operation, and confirming available services; and working with the City to connect local businesses with unique financial tools including the City's bridge loan program and the small business Community Development Block Grant program.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** On behalf of the people of Middletown, we commend Larry McHugh, President of the Middlesex County Chamber of Commerce, for his diligent work ethic and his unconditional devotion to this community, nurturing businesses, promoting the community, and, despite the darkest clouds of COVID-19, finding a way to help the sun continue to shine in Middlesex County.

**FISCAL IMPACT:** None

The Chair reads the resolution honoring Larry McHugh, Chairman of the Middlesex County Chamber of Commerce. He has been a great asset to the Mayor in his administration, noting it was Mr. McHugh's birthday recently. He is the cheerleader for Middletown and Middlesex County for many years. He invites Councilmembers to speak. The Chair calls on Councilman Eugene Nocera.

Councilman Nocera states that he knows that everyone wants to say something, so he will be brief, it would be inappropriate not to say thank you to Larry. Councilman Nocera has known Larry most of, all of his life, adding that Larry was his social studies teacher for a couple of years. Larry is a cheerleader extraordinaire. He has incredible wisdom and knowledge about this community. His leadership is sound and inspirational. His commitment to Middletown cannot be expressed in words. Thank you for all that you do and continue to do. He hopes that they will soon be able to return to the breakfast in Cromwell. Thank you, Larry.

The Chair calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner asks if Larry McHugh is present. He states that Larry is an amazing man of many, many talents. His leadership is awesome. They have one of the greatest Chambers out there and it is great because it is well grounded. It pays attention to not only the dollars and cent, but to the people. It serves the community very well and the county. He would be remiss if he did not talk about the NAACP. When the NAACP came to Larry McHugh represented by Faith Jackson and John Robinson about the idea of having a program that helps minorities and people of color to get training to own their own business. They have moved from the basements of their home into the mainstream of Middletown. He thought it would run for two or three years, but, today, it still runs. They owe a big debt to Larry McHugh for his good job. God bless you.

The Chair calls on Councilman Philip Pessina

Councilman Pessina states that he has known Larry since he came her, adding he, himself, was a Sergeant on the Police Department. Getting him into the Chamber was one of the most rewarding time for him personally. Larry is a mentor. Councilman Pessina states that, as he went up in the ranks of the Police Department, Larry was always there to encourage him. When he was prompted to Deputy Chief, Larry humbly said a lot of good things, which made him feel great with full confidence. He thanks Larry for being a friend a mentor, and looks forward to many years with him at his side, working events and know that "the sun shines on Middlesex County." Larry is the sunshine in Middletown, the best. Thank you. Wishing him many more years of happiness and good health.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell states that, while she does not have a history like her fellow Councilmembers – Councilman Nocera: social studies teacher – as a new Councilmember, she does not want to miss an opportunity to thank him for his service and commitment to the City. She wishes him well.

The Chair calls on Councilman Edward McKeon.

Councilman McKeon states that there are so many projects in Town. Nonetheless, it is always a useful and important discussion to have. Noting that he has gotten to know Larry better through the Council, he indicates that agree more often than they disagree. He thinks that is good. Seeing the performance of the

Chamber, which is a great Chamber with a great history, during this crisis, they are lucky to have the Chamber in Middletown, in Middlesex County because it is the tool that businesses have turned to as time got tough. Thank you, noting it is well deserved. He adds that Larry was not his teacher, but is an important guy.

The Chair calls on Councilman Edward Ford, Jr.

Councilman Edward Ford states that he, similar to Councilwoman Blackwell, does not know Larry McHugh very well, having only met in recent years. It didn't take long to know what an exemplary person and role model and leader that he is in the community, seeing how much he loves Middletown, It is inspiring. He thanks Larry McHugh for paving the road and doing all that he continues to do in all sectors of the community, touching everyone, who lives here. Thank you for that is planned. God bless you for many more years of prosperity.

The Chair calls on Councilman Darnell Ford.

Councilman Darnell Ford thanks Larry McHugh as a new Council member coming into this process. He recounts at Larry McHugh was very welcoming and offered advice. He is a great mentor. That has made his journey exciting and easy. We hope to have him comment. We look forward to his continued leadership and exemplary things that he has done and continues to do.

The Chair calls on Councilman Loffredo.

Councilman Loffredo repeats all that has been said, adding his best wishes. He thanks Larry McHugh for his outstanding survive, his outstanding work for all as a mentor and leader over many years. He thanks him for his outstanding work and wishes him many happy birthdays for the future, adding it is great to see him celebrate his 81<sup>st</sup>. Best wishes.

The Chair echoes all that has been said. He notes that Larry McHugh does not do this work for the credit, adding that he knows this because no one can accomplish this much if they are doing it for the credit. Every once in a while, it is worthwhile to give that credit. He adds that we love "Coach" and appreciate all that he does as a body and look forward to working with him for many, many years to come. He asks if Larry McHugh would like to speak.

Larry McHugh thanks the Council for this recognition. There were times he thought he would not reach age 81, but he made it. Reflecting, he goes back to 1963 when he came to Middletown. He started a year prior in Durham. He was released by the New York Titans as had planned to go back to play professional football. He took the job at Xavier and never looked back. He joined the Chamber in 1983, as a small group. They grew because of relationships and people like the Councilmembers and Mayor. The Chamber could not do what it does alone, without a great wife and family and an unbelievable staff of 13. They are few, but do a lot. Joanna Bond and Jeff Pugliese, Vice-President, are the ones who got the Chamber geared up for Covid when everything was shut down in March. They met, knowing that they could not give up the ship. They have all done too much in this county and this City and really care. They care because we are inclusive, that everyone has the right to an education and to a job and the right to express their opinions, whether you agree or disagree. Do it in the best manner we can. He thanks the mayor for stepping up to the plate and every Councilmember for being there 24/7 for the City. We are a great team. The sun does shine because each of you and all citizens believes that working together we will be able to work together and make Middletown and Middlesex County the best place to live, to work, and to enjoy each other. Thank you. We will continue to fight. Middletown is the best. Thank you.

The Chair thanks everyone for recognizing a great citizen.

**4. Approval of Minutes: Special Meeting of September 2, 2020 at 7:00 PM**  
**APPROVED**

Councilman Edward McKeon moves to approve the minutes of the special meeting of September 2, 2020. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The vote to accept the minutes of the special meeting of August 3, 2020, as corrected, is approved unanimously by a vote of 12-0 (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

**5. Approval of Minutes: Regular Meeting of September 8, 2020, at 7:00 PM**  
**APPROVED**

Councilman Philip Pessina moves to approve the minutes of the regular meeting of September 8, 2020. Councilman Anthony Mangiafico seconds the motion.

There being no discussion, the Chair calls for a voice vote. The vote to accept the minutes of the regular meeting of September 8, 2020 is approved unanimously by a vote of 12-0 (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

**6. Public Hearing on Agenda Items -- Opens**

The Chair opens public hearing at 7:22 PM. The Chair invites any member of the public looking to speak can do so by indicating using the WebEx hand raise function. Comments are limited to items on the agenda. Each speaker will have a maximum of five (5) minutes to speak. Speakers are asked to state their name and address for the record. Speakers in the queue will be unmuted in chronological order.

**Jennifer Kleindienst** (241 West Street): She is speaking to Item 12D, the contract for trash. She understands that it is a done deal and that comments here won't necessarily make a change in the way that the Council chooses to vote. She wants to bring some items to the Council's attention that they may, or may not, know about. The first is a concern because of the language put into the trash that indicates a preference for tipping Middletown's sanitation waste in the State, but it could not be a requirement. Trash is a major environmental justice issue. Right now the facilities in Lisbon is next to the environmental justice community to her knowledge. The Hartford incinerator is shutting down and without that requirement, there is a reasonable chance that the waste will be shipped to any number of states and impact environmental justice communities, which are disproportionately Black, Latinex, or low income. She does not think that this is meeting that Middletown wants to exacerbate. In a regional sense. Secondly, she understands that the primary reason for making this decision is financial, which falls within the financial constraints that Covid has imposed. Her call to the Council and the Mayor is to do a lot more to reduce our waste, which would, in turn, reduce our costs. There are a number of things that we can do which are low cost. Reducing waste in the number one thing that we can do. We don't have to pay for waste that we don't have to throw away. It can be done by better encouragement of backyard composting or increasing composting available to residents in the City. She is a huge proponent of "pay and throw," which is proposed within the City. She does not know how much support it now has, but the basic idea is purchase bags and pay for the bags that you put your trash into. What you pay for trash is based on the trash that you throw away. About 10 years ago, there were throw bags and pay as you throw. It's an anecdotal example, but it works. In the community where she lived, there was suddenly concern about what would be thrown away because people paid for every bag. There is evidence in other communities that this works. We can do more to encourage yard waste composting. We can do more to advocate at the State level to expand the Bottle Bill. There are any number of items that we could be doing to encourage waste reduction. She encourages that Council not to vote in favor of this contract because of these concerns, regardless of whatever direction the Council chooses to vote, she hopes that the Council will take into account these concerns as they think ahead about waste in the City.

**7. Public Hearing on Agenda Items -- Closes**

There being no additional speakers, the Chair closes the public hearing at 7:27 PM.

**8. Mayor requests Council Clerk to read appropriation requests and the Certificate of Director of Finance (NONE)****9. Department, Committee, Commission Reports and Grant Confirmation Approval  
APPROVED**

Councilman Grady Faulkner begins to reads the various items. He stops at Item 8F and asks if Deputy Director of Public works Christopher Holden is in attendance to speak on Item 8F.

Councilman Faulkner states that the Majority Leader has questions as to what is going on with this project.

Councilman Eugene Nocera asks, for clarification for the Council, he asks Deputy Director Holden to give some clarification.

Deputy Direction Holden states that this project goes back a few years. The first study was in 2014. They have since completed an updated noise study, which creates a model of how sound waves travel from the firing range throughout the valley, the neighborhoods. What this grant will do address noise abatement and improve safety and some additional improvements that the FBI is looking for. They are looking for a potential additional building for non-ballistic training so it would not be live fire. They would set up dividers as going through a house. This feasibility study will determine what improvement s need to be made and what process to complete these improvements.

Councilman Nocera asks Councilman Vincent Loffredo, regarding the perimeter of the firing range is there anything to add on the progress so far with the Commission that is looking to establish the building committee.

Councilman Loffredo replies that the building committee was reestablished a few months ago and, at that time, the FBI came forward and indicated an interest continuing the established relationship with the City. They are willing to offer significant finance assistance towards successful project completion. One element just mentions by Deputy Director olden is the building that the FBI wants to build, a sizeable building, which would require an additional amount of Water Pollution Control Authority land. They approved the additional land for the possible construction. The amount of money - \$50,000 – would pay for the feasibility study, which would be on a reimbursable basis for work done. A request for proposals will go out in accordance with the City purchasing rules, noting is being out together. It will be reviewed at the next Firing Range Committee meeting and go out to the appropriate folks, vendors who have constructed similar facilities across the country. The goal will be, the City voted in 2013-2014 to two (2) \$50,000 bond appropriations: one for the sound and the other for abatements and things of that nature, for a total of \$1.5M. One issue

that was brought to his attention when they offered the \$50K was to reach out to Furnace Director Carl Erlacher as to whether or not this is inclusive or exclusive of the bond requirements. If exclusive, one of the means that the \$50K is on top of that bond rather than reducing the \$750K. The FBI is potentially interested after the feasibility study they may match dollar for dollar what the City is willing to put up for it. Potentially, they may match to the total bond authorization, if it's the other way around, they would be paying for it all, but they are not interested in that. Potentially, it's a positive working relationship and the new facility will address the neighborhood project. He does not live in the area, but it can be a very noisy and distracting facility from time to time. This is where we are.

Councilman Nocera thanks Councilman Loffredo, noting that was an excellent summation and that it answered all of his questions.

Councilman Faulkner continues reading the list of items for approval and moves to approve. Councilman Eugene Nocera seconds the motion.

The Chair asks if there is any further discussion.

Councilman Loffredo asks if Fire Chief Kronenberger is on the call. The Mayor's Administrative Assistant states that Chief Kronenberger is not on the call, but Finance Director Erlacher is on the call.

Councilman Loffredo calls on Finance Director Erlacher, asking if they are okay accepting the \$50K and that it is exclusive of the \$750K, which allows it to occur.

Director Erlacher states it can be accepted that way; however, if they get the \$1.5M, it was not a referendum question. Therefore, the Council can amend the ordinance from "inclusive" to "exclusive." They will need to check with the City Attorney because he is not familiar with it, as long as there was no referendum that is the process.

There being no further discussion, the Chair calls for a voice vote. The vote to accept the minutes of the regular meeting of September 8, 2020 is approved unanimously by a vote of 12-0 (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

**A. City Clerk's Certificate**

**APPROVED**



**City & Town Clerk's Office  
245 deKoven Drive  
Middletown, CT 06457**

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**Certification**

I, Ashley Flynn-Natale, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on September 8, 2020 at 7:00 p.m., the special meeting of the Common Council on September 2, 2020 at 7:00 p.m., have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 2<sup>nd</sup> day of October, 2020.



Attest:

*Ashley Flynn-Natale*  
Ashley Flynn-Natale  
City & Town Clerk

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❖ Phone (860) 638-4910    ❖ Fax (860) 638-1910    ❖ TDD (860) 638-4812

**B. Monthly Reports -- Finance Department: Transfer Report to September 23, 2020  
APPROVED**



**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT**

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Grant Number:  Date of Request:

Name of Grant:

Amount Requested:  Code:

Grant Period: From:  To:  Rev Code

Type of Grant:  Amount Loaned from General Fund:

Department Administering Grant:

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

**Description of services to be provided by this Grant:**  
This is a grant through the State of Connecticut Department of Transportation. This grant is for overtime for High Visibility Enforcement to focus on distracted driving with the objective to decrease fatalities and injuries resulting from crashes caused by distracted driving; especially those caused by hand held mobile devices. Enforcement must be done between 10/1/2020 - 10/15/2020 and between 4/1/2021 - 4/30/2021. This grant is 100% reimbursed and will have not overall financial impact to the City of Middletown.

Signature: \_\_\_\_\_  
Requested by:   
Status:   
Status Date:

**D. Grant Confirmation & Approval: Board of Education – miscellaneous grants: \$9,732,403.17 APPROVED**

**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT**

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Grant Number:  Date of Request:

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Amount Requested:  Code:

Grant Period: From:  To:  Rev Code

Type of Grant:  Amount Loaned from General Fund:

Department Administering Grant:

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**Description of services to be provided by this Grant:**  
2042DEA-611 B-PUB \$1,285,400.00; 2042DEA-611 B-NP \$2,244.00; 2067ESSER-CARES ACT PUB \$58,774.36; 2068ESSER-CARES ACT NP \$164,073.34; 2142DEA-619 B PUBLIC \$8,150.00; 2371ADEDEVEN START: FAM LIT \$8,485.00; 2373ASTE-VOC AGRIC OPER COSTS \$277,480.00; 2377ADED-STATE PROVIDER \$,121,388.00; 2378ADED-COOP ELIG \$,797.00; 2388ECS-ALLIANCE \$,899,579.00; 2417MAGNET TRANS (OCT) \$11,800.00; 2616RISE MHS INNOVATION \$200,000.00; 2611UJW- MHS CLUB SUPPORT \$,000.00; 2626AECU-HTFD FND FOR PUB GIV \$,000.00; 2734AFTER SCHOOL: MACD/BIEL \$12,727.00; 2791FFA LIVING TO SERVE \$3,000.00; 8001-8033ADULT EDUC-COOP \$475,982.00; 2724SPED MEDICAID \$10,736.25; 2799FOOD SERVICES \$31,553.13; 8001-RETIREES/COBRA INS \$79,586.09; 8003WORKERS COMP CLAIMS \$,266.04; 8004PRESCHOOL PGM FEES \$4,193.00; 8005MAINTENANCE/RENTAL \$,895.00; 8012SALE OF ELECTRICITY \$49,383.00; 8023CENTRAL OFFICE RCPTS \$,174.40; 8024FH FRC RCPTS \$,360.18; 8034ADED-ENRICHMENT \$307.00; 8036EVEN START FAMI LRN PGM RCPTS \$,200.00; 8038B RECEIPTS \$800.00; 8092FINGERPRINT RCPTS \$8.25; 8096SPEC EDUC-REV \$,980.83. Total Special Programs through 8/1/20 \$870,756.37 ADDITIONS \$9,732,403.17 Total Special Programs through 9/16/20 \$10,603,159.54.

Signature: \_\_\_\_\_  
Requested by:   
Status:   
Status Date:

**E. Grant Confirmation & Approval: Planning, Conservation & Development: inventory, characterize, assess, and cleanup of brownfield areas between Route 9 and the Connecticut River: \$300,000 APPROVED**

**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT**

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Amount Requested:  Code:

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Type of Grant:  Amount Loaned from General Fund:

Department Administering Grant:

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**Description of services to be provided by this Grant:**  
This agreement will provide funding for the City of Middletown to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the City of Middletown, Connecticut. Assessment and cleanup planning will be focused in the area between Route 9 and the Connecticut River which will provide social, economic and environmental benefits to the community. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

Signature: \_\_\_\_\_  
Requested by:

Status:

Status Date:

**F. Grant Confirmation & Approval: Public Works -- grant as a result of the FBI and City entering into an agreement for development of a feasibility study to construct a law enforcement firearms training facility with reimbursement to made after completion of the study and submission of all expenses: \$50,000**  
**APPROVED**

**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
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**Description of services to be provided by this Grant:**  
The funds requested from this grant is a result of the the Federal Bureau of Investigation (FBI) and the City of Middletown, entering into an agreement for the development of a feasibility study of the construction of a law enforcement firearms training facility to be located at Mt. Higby Water Facility located at 260 Meriden Road in Middlefield, CT. The FBI will reimburse the City of Middletown \$50,000 following the completion of the study and submission of all expenses.

Signature: \_\_\_\_\_  
Requested by:

Status:

Status Date:

**G. Grant Confirmation & Approval: Mayor's Office/Superintendent of Schools – school readiness funding July 1, 2020 to June 30, 2021: \$1,778,047**  
**APPROVED**

**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
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Type of Grant:  Amount Loaned from General Fund:

Department Administering Grant:

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**Description of services to be provided by this Grant:**

The City is in possession of a State Grant award letter for the total amount of \$2,250,800 for the School Readiness program. The funds requested from this grant will continue to be used to 1) maintain and/or increase the number of accredited or approved slots which will improve access to high quality preschool; 2) provide the opportunity for more students to receive full day, full year child care services to meet family needs and to enable parents to maintain employment; 3) establish shared services to early care and education programs among the state, its various agencies, the community and families.

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

Requested by:

Status:

Status Date:

**H. Grant Confirmation & Approval: Town Clerk - reimbursement for primary personnel help: \$6,400 APPROVED**

**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
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Type of Grant:  Amount Loaned from General Fund:

Department Administering Grant:

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

**Description of services to be provided by this Grant:**

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

Requested by:

Status:

Status Date:

**I. Report: Office of Equal Opportunity & Diversity Management: FY 2019-2020 3rd Quarter Hiring Report APPROVED**



City of Middletown

**Memorandum**

To: Mayor Benjamin D. Florsheim

From: Faith M. Jackson, Director of Equal Opportunity & Diversity Management

Date: September 18, 2020

**Re: The City of Middletown 2019-2020 Employment Activity – 3rd Quarter Report**

Attached is the 2019-2020 third quarter recruitment activity report for the City of Middletown for your review and approval. For the third quarter, a total of seven new people were hired: (1) Black Female, (2) White Females, and (4) White Males. Job opportunities for this quarter fell under the following categories: EEO2-Professionals, EEO4-Protective Services, EEO6-Administrative Support, and EEO8-Service Maintenance. The City achieved three of its set goals this quarter. Hiring and promotions occurred in the following departments: Water and Sewer, Fire, Police, the Board of Education and Central Communications.

During the third quarter, a total of five employees were promoted. Of the five promotions, 60%, or three were from the Protected Class, one Asian Male in the EEO2-Professional category, one White Female in the EEO3-Technician Category, and one White Female in the EEO6-Administrative Support Category. Of the five promotions, two were part of the set goals achieved for this quarter.

Even though the City does not hire and or promote a large number of employees, it continues to demonstrate its good faith efforts to strive to hire and promote a diverse workforce as demonstrated in this quarterly report.

If you have any questions or would like further explanation of this report, please feel free to call me at extension 4830. Thank you.

c: Human Resources Division  
Common Council  
Affirmative Action Monitoring Committee

CITY OF MIDDLETOWN  
 OFFICE OF EQUAL OPPORTUNITY &  
 DIVERSITY MANAGEMENT  
 /fmj  
 2020 SEP 21 AM 9:40  
 (Mayor HR Con. Memo. 4/20)

Approve:		<u>9/18/20</u>
	Signature	Date
Decline:	_____	_____
	Signature	Date
Other:	_____	_____
	Signature	Date

## Memorandum

**To:** Benjamin D. Florsheim, Mayor, City of Middletown  
**From:** Faith M. Jackson, Director of Equal Opportunity and Diversity Management and Affirmative Action Officer  
**Date:** September 18, 2020

**Re:** City of Middletown Affirmative Action 2019-2020 3<sup>rd</sup> Quarter Recruitment Activity Report

Total Goals set for 2019-2020 – (47):

- A1-EEO1 – 1WF, 1HM, 1HF, 1BF, 1OM
- B2-EEO2 – \*1WF, \*1WF, 1BM, 1BF, 1HM, \*1OM, 1TRMM
- C3-EEO3 – \*1WF, 1BM, 1HF, 1OM
- D4-EEO4 – \*1WF, \*1BM, \*1BF, 1HM, 1OM, 1OF, 1TRMM
- E5-EEO5 – 1WF, 1BF, 1HM, 1OF
- F6-EEO6 – \*1WF, 1BM, 1BF, 1HF, 1OM, 1OF, 1TRMM
- G7-EEO7 – 1WF, 1BM, 1HM, 1OM
- H8-EEO8 – 2WF, 2BM, 1BF, 1HM, 1HF, 1OM, 1TRMM

**3<sup>rd</sup> Quarter Hires/Promotions/Terminations/Transfers/Other Results January, February, and March 2020**

	Total	White		Other Male of Other Female		BAA		HL		Asian		AIAN		AIAN		NH/OPI		Two/More		Two/More	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
New Hires	7	2 C	*1 C																		
Prom.	5	2 BE	1 C																		
Trans.	1		1 BE																		
Reclass.																					
Dem.																					
Sep./Other:	6	2-QBOE 1-R 1-OBOE	1-QC 1-R																		

**Definitions:** L - Layoffs  
 LA - Leave of Absence  
 O - Other  
 Q - Quit  
 R - Retired  
 C - City  
 BE - Board of Education  
 T - Terminated

**EEO Key:** EEO1 (A-1) - Officials/Administrators  
 EEO2 (B-2) - Professionals  
 EEO3 (C-3) - Technicians  
 EEO4 (D-4) - Protective Service  
 EEO5 (E-5) - Para-Professionals  
 EEO6 (F-6) - Administrative Support  
 EEO7 (G-7) - Skilled Craft  
 EEO8 (H-8) - Service/Maintenance

**Ethnic Codes:** Two/More Races  
 Asian  
 BAA - Black/African American  
 HL - Hispanic/Latino  
 AIAN - American Indian/Alaskan Native  
 NH/OPI - Native Hawaiian/Other Pacific Islander  
 White

\*Achieved Established Goal  
 \*\*Achieved a Minority Hire

c: Affirmative Action Monitoring Committee, Common Council, and Human Resources Division

**Affirmative Action Recruitment Goals 2019-2020**  
**3<sup>rd</sup> Quarter New Hires & Promotions**  
 January, February, and March 2020

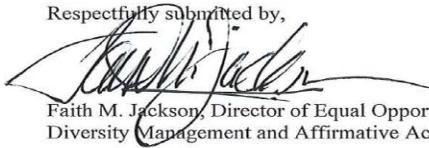
EEO Category/Number of Goals (47)	Position(s) Available	Number of Available	Goal(s) Achieved
	Y/N	Position(s)	Y/N
			<b>New Hires/Promotions</b>
<b>EEO1 – Officials/Administrator (5)</b> 1WF, 1HM, 1HF, 1BF, 1OM	N		
<b>EEO2 – Professional (7)</b> *1WF, *1WF, 1BM, 1BF, 1HM, *1OM, 1TRMM	Y	3	Y <b>1WF /*1AM, 1WM</b>
<b>EEO3 – Technician (4)</b> *1WF, 1BM, 1HF, 1OM	Y	1	Y <b>*1WF</b>
<b>EEO4 – Protective Services (7)</b> *1WF, *1BM, *1BF, 1HM, 1OM, 1OF, 1TRMM	Y	4	Y <b>2WM, *1WF, **1BF</b>
<b>EEO5 – Paraprofessionals (4)</b> 1WF, 1BF, 1HM, 1OF	N		
<b>EEO6 – Administrative Support (7)</b> *1WF, 1BM, 1BF, 1HF, 1OM, 1OF, 1TRMM	Y	2	N <b>1WM, 1WF</b>
<b>EEO7 – Skilled Craft (4)</b> 1WF, 1BM, 1HM, 1OM	N		
<b>EEO8 – Service Maintenance (9)</b> 2WF, 2BM, 1BF, 1HM, 1HF, 1OM, 1TRMM	Y	2	N <b>2WM</b>
<b>Total</b>		<b>12</b>	

Rev. 11/16      \*Achieved Established Goal  
 \*\*Achieved a Minority Hire

Race/Ethnicity Codes:      **BM:** Black /African American Male  
    **BF:** Black/African American Female  
    **HM:** Hispanic/Latino Male  
    **HF:** Hispanic/Latino Female  
    **OM:** Other Male, which includes the following: Asian Male, American Indian/Alaskan Native Male, and Native Hawaiian/Other Pacific Islander Male  
    **OF:** Other Female, which includes the following: Asian Female, American Indian/Alaskan Native Female, and Native Hawaiian/Other Pacific Islander Female  
    **T/MM:** Two or More Races Male  
    **T/MF:** Two or More Races Female  
    **WM:** White Male  
    **WF:** White Female

The following report reflects the 2019-2020 third quarter recruitment activities results for new hires, and promotions. During this quarter, the City hired seven new employees and promoted five employees. The City achieved three of its set goals this quarter: one White Female hired in EEO4 – Protective Services, one Asian Male promoted in EEO2 – Professionals, and one White Female promoted in EEO3 – Technician. Of all new hires, three, or 43%, were from the protected class: two White Females and one Black/African American Female. Of the promotions, three, 60%, were from the protected class: one Asian Male and two White Females. For this quarter, hires and promotions occurred in the following departments: Water and Sewer, Fire, Police, the Board of Ed, and Central Communications.

Respectfully submitted by,



Faith M. Jackson, Director of Equal Opportunity and Diversity Management and Affirmative Action Officer

15-16AARHG-GA.doc fmj

**J. Report: Office of Equal Opportunity & Diversity Management: FY 2019-2020 4th Quarter Hiring Report**  
**APPROVED**



City of Middletown

**Memorandum**

To: Mayor Benjamin D. Florsheim  
 From: Faith M. Jackson, Director of Equal Opportunity & Diversity Management  
 Date: September 18, 2020  
 Re: The City of Middletown 2019-2020 Employment Activity – 4<sup>th</sup> Quarter Report

Attached is the 2019-2020 fourth quarter recruitment activity report for the City of Middletown for your review and approval. For the fourth quarter, a total of one new person was hired: one White Male. Job opportunities for this quarter fell under the following categories: EEO2-Professional and EEO6-Administrative Support, and EEO8-Service Maintenance. The City did not achieve any of its set goals, however, it did achieve a minority hire, one Hispanic Male in the EEO6-Administrative Support Category this quarter. Hiring occurred in the following departments: Board of Education, Central Communications, and Public Works.

Three people were promoted this quarter, one Hispanic Male, one White Female, and one White Male. Of the three promotions, 67% or two were from the Protected Class, one Hispanic Male and one White Female.

If you have any questions or would like further explanation of this report, please feel free to call me at extension 4830. Thank you.

c: Human Resources Division  
 Common Council  
 Affirmative Action Monitoring Committee

/fmj

Attachments

Approve:

Signature

9/18/20  
 Date

Decline:

Signature

Date

Other:

Signature

Date

(Mayor HR Conc. 2/20/20)

OFFICE OF EQUAL OPPORTUNITY AND DIVERSITY MANAGEMENT  
 245 deKoven Drive, Middletown, CT 06457-1300  
 TEL: (860) 638-4830 FAX: (860) 638-1930

**Memorandum**

To: Benjamin D. Florsheim, Mayor, City of Middletown  
 From: Faith M. Jackson, Director of Equal Opportunity and Diversity Management and Affirmative Action Officer  
 Date: September 18, 2020

Re: City of Middletown Affirmative Action 2019-2020 4<sup>th</sup> Quarter Recruitment Activity Report

Total Goals set for 2019-2020 – (47):

- A1-EEO1 – 1WF, 1HM, 1HF, 1BF, 1OM
- B2-EEO2 – \*1WF, \*1BF, 1BM, 1BF, 1HM, \*1OM, 1TRMM
- C3-EEO3 – 1WF, 1BM, 1HF, 1OM
- D4-EEO4 – \*1WF, \*1BM, \*1BF, 1HM, 1OM, 1OF, 1TRMM
- E5-EEO5 – 1WF, 1BF, 1HM, 1OF
- F6-EEO6 – \*1WF, 1BM, 1BF, 1HF, 1OM, 1OF, 1TRMM
- G7-EEO7 – 1WF, 1BM, 1HM, 1OM
- H8-EEO8 – 2WF, 2BM, 1BF, 1HM, 1HF, 1OM, 1TRMM

**4<sup>th</sup> Quarter Hires/Promotions/Terminations/Transfers/Other Results April, May, and June 2020**

	Total	Other Male of Other Female													
		White Male	White Female	RAA Male	RAA Female	HL Male	HL Female	Asian Male	Asian Female	AI/AN Male	AI/AN Female	NE/OP/1 Male	NE/OP/1 Female	Two/More Male	Two/More Female
New Hires	1	1 BE													
Prom.	3	1 C	1 BE			**1 C									
Trans.															
Reclass.															
Dem.															
Sep./ Other:	3	3 RC													

Definitions: L - Layoffs  
 LA - Leave of Absence  
 O - Other  
 Q - Quit  
 R - Retired  
 C - City  
 BE - Board of Education  
 T - Terminated

EEO Key: EEO1 (A-1) - Officials/Administrators  
 EEO2 (B-2) - Professionals  
 EEO3 (C-3) - Technicians  
 EEO4 (D-4) - Protective Service  
 EEO5 (E-5) - Para-Professionals  
 EEO6 (F-6) - Administrative Support  
 EEO7 (G-7) - Skilled Craft  
 EEO8 (H-8) - Service/Maintenance

Ethnic Codes: Two/More Races  
 Asian  
 B/AA - Black/African American  
 H/L - Hispanic/Latino  
 AI/AN - American Indian/Alaskan Native  
 NH/OP/1 - Native Hawaiian/Other Pacific Islander  
 White

\*Achieved Established Goal  
 \*\*Achieved a Minority Hire

c: Affirmative Action Monitoring Committee, Common Council, and Human Resources Division



**Affirmative Action Recruitment Goals  
July 1, 2019 – June 30, 2020  
Year-End Report**

EEO Category/Number of Goals (47)	Position(s) Available	Number of Available	Goal(s) Achieved
	Y/N	Position(s)	Y/N
EEO1 – Officials/Administrator (5) 1WF, 1HM, 1HF, 1BF, 1OM	N		<b>New Hires/Promotions</b>
EEO2 – Professional (7) *1WF, *1WF, 1BM, 1BF, 1HM, *1OM, 1TRMM	Y	11 <b>*1WF, 1WF, 2WM / *1WF, 2WF, *1AM, 3WM</b>	Y
EEO3 – Technician (4) *1WF, 1BM, 1HF, 1OM	Y	3	Y <b>1WM / *1WF, 1WM</b>
EEO4 – Protective Services (7) *1WF, *1BM, *1BF, 1HM, 1OM, 1OF, 1TRMM	Y	9 <b>*1BF, **1BF, *1BM, **1BM, *1WF, 4WM</b>	Y
EEO5 – Paraprofessionals (4) 1WF, 1BF, 1HM, 1OF	N		
EEO6 – Administrative Support (7) *1WF, 1BM, 1BF, 1HF, 1OM, 1OF, 1TRMM	Y	6 <b>*1WF, 1WF, 1WM / *1WF, 1WM, **1HM</b>	Y
EEO7 – Skilled Craft (4) 1WF, 1BM, 1HM, 1OM	N		
EEO8 – Service Maintenance (9) 2WF, 2BM, 1BF, 1HM, 1HF, 1OM, 1TRMM	Y	7	N <b>3WM / 4WM</b>
<b>Total</b>		<b>36</b>	

Rev. 11/16 \*Achieved Established Goal  
\*\*Achieved a Minority Hire

Race/Ethnicity Codes: BM: Black/African American Male  
BF: Black/African American Female  
HM: Hispanic/Latino Male  
HF: Hispanic/Latino Female  
OM: Other Male, which includes the following: Asian Male, American Indian/Alaskan Native Male, and Native Hawaiian/Other Pacific Islander Male  
OF: Other Female, which includes the following: Asian Female, American Indian/Alaskan Native Female, and Native Hawaiian/Other Pacific Islander Female  
T/MM: Two or More Races Male  
T/MF: Two or More Races Female  
WM: White Male  
WF: White Female

This report reflects the 2019-2020 year-end hiring results. The City hired 20 new people and promoted 16. Of all hires and promotions, it achieved eight (17%) of its set affirmative action goals during this period. Five goals were achieved through new hires, and three were achieved through promotions. The single asterisk denotes a goal achieved while the double asterisks denotes a minority hire. Of the 20 new hires, four were minorities (20%) (people of color). Nine of the new hires were from the protected class (45%). Of the 16 promotions, two were minorities (people of color) (13%), and seven were from the Protected Class (44%). For the past several years, the City has not hired or promoted a large number of employees. There were a total of 43 available job opportunities during the 2019-2020 recruitment period: 20 were filled by new hires, and 23 were filled internally with 16 promotions, six lateral transfers, and one demotion. It is critical during the recruitment process that the City continues its efforts towards hiring and promoting a diverse workforce.

Respectfully submitted by,  
*Paul M. Jackson*  
Paul M. Jackson, Director of Equal Opportunity and Diversity Management and Affirmative Action Officer

18-16AARHG-GA.doc final

**Office of Equal Opportunity & Diversity Management  
Year-End Recruitment Hiring Results  
Comparison Table**

Fiscal Year	Total Workforce		Job Vacancies Filled	Hire/Promotion Under Protected Class		Hire/Promotion Minority		Set Goals	Goals Achieved	
	Full Time	Part Time		Number	Percentage	Number	Percentage		Number	Percentage
2019/2020	554	59	43	16	37%	6	14%	47	8	17%
2018/2019	549	63	77	20	26%	13	17%	39	11	28%
2017/2018	535	60	40	13	33%	2	5%	39	3	8%
2016/2017	537	63	61	23	38%	11	20%	46	10	22%
2015/2016	530	60	56	10	56%	4	22%	44	7	16%
2014/2015	531	62	48	9	35%	1	4%	45	11	24%
2013/2014	520	48	63	10	35%	7	24%	53	12	23%
2012/2013	518	43	72	19	48%	9	23%	48	11	23%
2011/2012	532	45	30	15	50%	5	17%	52	7	13%
2010/2011 Hiring Freeze	536	45	13	6	46%	4	31%	57	5	9%
2009/2010 Hiring Freeze	522	46	29	8	28%	2	7%	40	4	10%
2008/2009 Hiring Freeze	509	59	39	18	46%	5	13%	43	8	19%
2007/2008 Hiring Freeze	515	59	18	8	44%	2	11%	48	5	10%
2006/2007	520	54	25	8	32%	4	16%	46	4	9%
2005/2006	502	48	44	17	39%	3	7%	37	3	8%
2004/2005	543	51	48	18	38%	7	15%	38	9	24%
2003/2004	501	51	36	13	36%	4	11%	45	9	20%
2002/2003 Hiring Freeze	502	51	20	13	65%	4	20%	34	4	12%
2001/2002	510	53	26	16	61%	4	15%	45	4	8%
2000/2001	497	42	37	24	64%	8	21%	47	8	17%
1999/2000	484	45	40	24	60%	8	20%	31	2	6%
1998/1999	489	45	38	21	55%	3	7%	25	4	16%
1997/1998	495	36	46	21	45%	7	15%	20	3	15%
1996/1997	493	43	26	12	46%	5	19%	16	2	13%

**Hire/Promotion Under Protected Class** – Consist of White Females and Minorities.  
**Minority Hire/Promotion** – Consist of People of Color only.  
**Set Goals** – Consist of calculated goals based on the City's Workforce for the designated Equal Employment Opportunity (EEO) Job Categories.  
**Goals Achieved** – Consist of new and promotable employees who fall within the Protected Class Category, which meet a set goal.

66AFFIRMATIVE ACTION FOLDER\AARHG QUARTERLY REPORT\YEAR-END FOLDER\GOALS ACHIEVED COMPARISON TABLE.doc

**L. Emergency Purchase Memo -- Russell Library: \$16,201 for the purchase of six (6) enclosed employee work stations**  
**APPROVED**



123 Broad Street  
 Middletown, CT 06457  
 T: 860.347.2528  
 F: 860.347.4048  
[russelllibrary.org](http://russelllibrary.org)

Date: September 29, 2020

To: Donna Imme  
 Mayor Benjamin Florsheim  
 Carl Erlacher  
 Linda Reed

From: Brandie Doyle, Assistant Director of Administrative Services

Re: Emergency Purchase Order for Russell Library

As Russell Library gradually reopens to the public in the midst of a prolonged pandemic, we have made many accommodations to keep staff safe upon their return to the building. We continually reinforce the use of personal protective equipment, frequent hand washing, and social distancing. Plexiglass shields were installed at our service desks. A large contingent of staff, particularly those identified as high-risk, work from home if and when possible.

Despite those efforts, the proximity of work stations continues to put some staff at risk, specifically our Youth librarians. Their office is laid out in a way that does not allow for six feet of distance between chairs when adjacent workstations are concurrently occupied. The existing workstations cannot be reconfigured nor modified in a way that would provide sufficient separation. Due to these circumstances, our Youth librarians are on a reduced, staggered schedule which effectively leaves the department half-staffed at any given time. We have managed to make that work up to this point, but the third phase of CT's reopening is approaching on October 8<sup>th</sup> and cold weather will likely drive more residents indoors. We anticipate a dramatic increase in traffic at the library which will require greater staff presence, particularly due to the frequent need to enforce mask wearing and social distancing protocols to prevent transmission in-house.

We solicited a quote from Suburban, the Library's long standing local furniture supplier, for discounted workstations that achieve the required separation and distancing. The attached quote came in at \$16,201 for 6 enclosed units which require a four-week lead time prior to installation. With Reopening Phase 3 and winter rapidly approaching, we need to make this purchase post haste so we can have adequate staffing in place when the need arises. This purchase will be made using the Library's operating funds with no further appropriation necessary at this time.

#### 10. Mayor's Update Report: Arrigoni Bridge Project

The Chair states that there is some good news and some bad news for the month ahead. The good news is that the construction that is taking place in St John Square and Main Street is part of this project is slated to finished by the end of this month. Indications for DOT and the contractor and the Chamber is that they are running on time or ahead of scheduled. We hope that continues, getting that most disruptive element of construction out of downtown. The bad news is that it is going to be the most significant traffic impact over the next few weeks as well with construction at Main and Washington. We are hopeful it will move efficiently and quickly. We have been getting regular updates from the contract and DPT through the Chamber. They are also working with the contractor and DOT to try to get biter safety protocols in place for a couple of areas. You may have heard that there was as prior head-on crash on the bridge between a car and motorcycle. There have been a couple of other incidents on the bridge. He drove over the bridge a couple of weeks ago and notes that it is very tight as you have them working on one side. We need to be sure that appropriate lighting is plan and appropriate signage placed. On the point of signage, they are working to make sure that there is better marking as an indication of sidewalk closures, which has been an issue even if work is ahead of schooled. We want to be sure that they comply with the schedules that they have released in advance as they complete work and not causing pedestrians to go up to a closed sidewalk and double-back or cross the street, which is not a safe condition. These are some of the recent concerns and they hope to have them addressed. The next few weeks may be a little rocky in terms of downtown traffic, but we are eager to have that project come to an end in the next few weeks he will update over the next couple of months.

#### 11. Payment of all City bills when properly approved APPROVED

Councilwoman Meghan Carta moves to approve. Councilman Eugene Nocera seconds the motion.

There being no discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

**12. Resolutions, Ordinances, etc.**

**A. Approving the Health Department’s request for the remaining \$1,500 of the \$78,750 allocation of the FY20/21 Public Health Block Grant, as proposed, is approved; namely, Community Renewal Team Inc. (Opioid Prevention) = \$1,250 and Kiwanis of Middletown, Inc. (Warm the Children) increase award \$250; and that any agency receiving a Public Health Block grant award must comply with the City’s matching fund ordinance.**

**APPROVED**

**RESOLUTION 74-20; K: review/ resolution/ Health block grant increase FY20-21 RES 74-20 - 5 Oct 2020**

**WHEREAS**, the Health Department has a Public Health Block Grant in the amount of \$78,750 for FY20/21: and

**WHEREAS**, on August 3, 2020 the Common Council approved Resolution 54-20, allocating \$77,250 of the \$78,750 leaving a remaining balance of \$1,500 of un-awarded funds: and

**WHEREAS**, on August 3, 2020 the Common Council approved Resolution 54-20 allocating The Kiwanis of Middletown \$2,250: and

**WHEREAS**, the Health Department requests that the remaining \$1,500 of the \$78,750 Public Health Block Grant (FY 20/21) be allocated as follows:

<u>Agencies</u>	<u>Amount</u>
Community Renewal Team Inc.(Opioid Prevention)	\$ 1,250
Kiwanis of Middletown, Inc. (Warm the Children) increase award	\$ 250

**NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That the Health Department’s request for the remaining \$1,500 of the \$78,750 allocation of the FY20/21 Public Health Block Grant, as proposed, is approved; and that any agency receiving a Public Health Block grant award must comply with the City’s matching fund ordinance.

**Fiscal Impact:** There is no new fiscal impact; the \$78,750 is budgeted for FY20/21

Councilman Anthony Mangiafico reads the resolution and moves to approve. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

**B. Approving that the following line items for the 2016 Water CNR be closed and that the remaining funds be transferred to the Water Fund Balance**

**APPROVED**

**RESOLUTION No. 75-20; K: review/ resolution/ Water CNR 20-21 RES 75-20 – 5 Oct 2020**

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That the following line items for the 2016 Water CNR be closed and that the remaining funds be transferred to the Water Fund Balance;

5010-60000-79492-0000-00000-2016-000 Vehicle Replacement	\$ 5,385.51
5010-60000-79574-0000-00000-2016-000 Distribution R, R&I	\$1,576.43
5010-60000-79706-0000-00000-2016-000 Cimarron Tank	\$77,551.97
Total	\$84,274.91

**Fiscal Impact:** As per budgetary plan. No fiscal impact.

Councilman Philip Pessina reads the resolution and moves to approve. Councilman Edward Ford, Jr. seconds the motion. The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo asks if the fund balance will be treated to the water fund balance. He assumes that is the next item on the agenda. Is that correct: the Capital Non-Recurring Budget? Where is the money going? Is the transfer of the water fund balance to the item C yet to be . . . he is just asking.

Councilman Eugene Nocera replies that is correct

Councilman Loffredo thanks Councilman Nocera for the clarification.

There being no further discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

**C. Approving that the proposed line item creation be authorized for the Water Department Fiscal Year 20/21 Capital Non-Recurring (CNR) Budget in the amount of \$400,000.**

**APPROVED**

**RESOLUTION No. 76-20; K: review/ resolution/ Water CNR 20-21 RES 76-20 – 5 Oct 2020**

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That the following line item creation be authorized for the Water Department Fiscal Year 20/21 Capital Non-Recurring (CNR) Budget in the amount of \$400,000:

5010-60000-79492-0000-00000-2021-000	Vehicle Replacement	\$ 35,000
5010-60000-79499-0000-00000-2021-000	Building Maintenance	\$ 10,000
5010-60000-79500-0000-00000-2021-000	Office Equipment	\$ 5,000
5010-60000-79501-0000-00000-2021-000	Well Redevelopment	\$ 60,000
5010-60000-79502-0000-00000-2021-000	DOT/DPW/Misc. Equipment	\$ 20,000
5010-60000-79505-0000-00000-2021-000	Laboratory Equipment	\$ 5,000
5010-60000-79526-0000-00000-2021-000	Computers & Software	\$ 5,000
5010-60000-79567-0000-00000-2021-000	Water Treatment/PS Repair, Replace, Improve	\$120,000
5010-60000-79568-0000-00000-2021-000	Water Meters	\$ 35,000
5010-60000-79571-0000-00000-2021-000	Hydrants	\$ 35,000
5010-60000-79574-0000-00000-2021-000	Water Distribution Repair, Replace, Improve	\$ 50,000
5010-60000-79594-0000-00000-2021-000	Customer Billing	\$ 10,000
5010-60000-79xxx--0000-00000-2021-000	Property Acquisition	\$ 10,000
	<b>TOTAL</b>	<b>\$400,000</b>

**Fiscal Impact:** As per budgetary plan. No fiscal impact.

Councilman Vincent Loffredo reads the resolution and moves to approve. Councilman Philipp Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

**D. Approving that Mayor Benjamin D. Florsheim be authorized to sign and submit an application to the State of Connecticut for a grant in the amount of \$40,000.00 in Local Capital Projects Improvement Program funds, for the cost to replace doors, frames, and the installation of security barriers to be placed at the front entrance of the Middletown Police Department; and that a new line item be created in the Capital Improvement Plan entitled “MPD Door-Frame Barrier Install” in the amount of \$40,000.00.**

**APPROVED**

**RESOLUTION No: 77-20; K: review/resolution/LOCIP PD repair RES 77-20 – 5 Oct 2020**

**Whereas**, the City of Middletown Police Department is in need of necessary improvements to exterior doors, locker rooms, and perimeter security installation. Due to wear-and-tear various exterior doors and locker room items are in need of replacement. Additionally, perimeter security is in need of being addressed to protect employees, visitors, and building functions and services from threats such as unauthorized vehicles approaching close to or penetrating high-risk buildings; and

**Whereas**, throughout the Police Department, doors and frames will be galvanized along with complete door and frame replacement within the Evidence, Biohazard, Sallyport South, and Electrical Rooms. The Police Department Men’s and Women’s Locker room will include removable of all countertops, sinks and faucets; and

**Whereas**, perimeter security installation prevents unauthorized vehicles from entering the site and provide an appropriate balance between the need to accommodate perimeter security for sensitive buildings and their occupants, and the need to maintain the vitality of the public realm; and

**Whereas**, these needs meet the guidelines for projects eligible for Local Capital Projects Improvement Program funds, costing \$40,000.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That Mayor Benjamin D. Florsheim be authorized to sign and submit an application to the State of Connecticut for a grant in the amount of \$40,000.00 in Local Capital Projects Improvement Program funds, for the cost to replace doors, frames, and the installation of security barriers to be placed at the front entrance of the Middletown Police Department.

**BE IT FURTHER RESOLVED:** That a new line item be created in the Capital Improvement Plan entitled "MPD Door-Frame Barrier Install" in the amount of \$40,000.00.

**FISCAL IMPACT:** Funds for these needs are available through the Local Capital Projects Improvement Program (LoCIP).

Councilman Darnell Ford reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Darnell Ford.

Councilman Darnell Ford asks Police Captain John Lozefski to speak on this and explain where this is coming from.

Captain Lozefski states that they are applying for the LoCIP funds for the doors and frames that sit on the northern wall under the walkway. Over the years, water coming down the side of the building over the garage area, snow melt, has rotted the doorway and frames so they now need to be replaced. As far as the barrier, they are looking to have bollards installed in front of the entrance and museum to prevent any vehicle from having the ability to drive up and go to the museum.

Councilman Darnell Ford states that this was brought before the Public Safety Commission, which unanimously agreed that this is important to do these smaller repairs now before they become significant issues.

The Chair calls on Councilman Vincent Loffredo,

Councilman Loffredo asks if \$40,000, how was that figure determined? Was it put out to bid? How as the \$40,000 amount determined to be the necessary amount of money?

Captain Lozefski replies that he contacted some of the City vendors through Purchasing. They came out. He also worked with Public Works Director Russo, who sent out these contracts. They came out and evaluated the jobs.

There being no further discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

**E. Approving that the Solid Waste Disposal Agreement between the City and Murphy Road Recycling LLC is approved; and that the Mayor is authorized to execute such Agreement, following review and approval as to content and form by the Office of the General Counsel.**

**APPROVED**

**RESOLUTION No: 78-20; K: review/ resolution/PW Murphy Recycle RES 78-20 – 5 Oct 2020**

**WHEREAS,** the City of Middletown has a Sanitation District whereby it needs to contract with a company to dispose its Municipal Solid Waste; and

**WHEREAS,** for the first time in over twenty-five years, the City has the option, but not the obligation to bring said trash to the Lisbon Burn Plant; and

**WHEREAS,** the City has decided to contract with Murphy Road Recycling LLC on Industrial Park Road in Middletown to dispose of its Municipal Solid Waste for a term of three years starting January 1, 2021; and

**WHEREAS,** the City must inform Wheelabrator Lisbon Inc. whether it intends to use the Lisbon Burn Plant by November 1, 2020 for January 1, 2021; and

**WHEREAS,** the contract with Murphy Road Recycling will save the City \$5.75 per ton of trash disposed when compared to the rate offered for the Lisbon Burn Plant.

**NOW, THEREFORE, BE IT RESOLVED** that the Solid Waste Disposal Agreement between the City and Murphy Road Recycling LLC is approved; and that the Mayor is authorized to execute such Agreement, following review and approval as to content and form by the Office of the General Counsel.

**Fiscal Impact:** Budgeted Amount with 2-3% Annual Growth Per Year; (\$88 per ton with CPI Growth per Year, not less than 2, nor more than 3%)

MUNICIPAL SOLID WASTE DISPOSAL SERVICES AGREEMENT  
between  
CITY OF MIDDLETOWN, CONNECTICUT  
and  
MURPHY ROAD RECYCLING, LLC

Dated as of October \_\_\_\_\_, 2020

MUNICIPAL SOLID WASTE DISPOSAL SERVICES AGREEMENT

This MUNICIPAL SOLID WASTE DISPOSAL SERVICES AGREEMENT ("Agreement"), is entered into as of October \_\_\_\_\_, 2020 (the "Effective Date"), by and between MURPHY ROAD RECYCLING, LLC, a Connecticut limited liability company ("MRR"), and the CITY OF MIDDLETOWN, CONNECTICUT, a municipality and political subdivision of the State of Connecticut (the "Municipality"). MRR and the Municipality are each referred to individually herein as a "Party" and together as the "Parties."

W I T N E S S E T H:

WHEREAS, MRR operates solid waste facilities in Connecticut; and

WHEREAS, the Municipality and MRR have agreed to enter into this Agreement pursuant to which, beginning on January 1, 2021 (the "Commencement Date"), the Municipality will deliver, or cause to be delivered, and pay for the disposal of, and MRR will accept and dispose of Acceptable Solid Waste, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1. General Provisions.

1.1 Definitions. Unless otherwise defined herein, capitalized terms are used herein with the respective definitions set forth in Section 12.1.

1.2 Delivery and Acceptance Obligations.

(a) Municipality Delivery Obligations. During the Term, and in accordance with the terms of this Agreement, the Municipality will deliver, or cause to be delivered to the Delivery Point, at the Municipality's sole cost and expense, all Acceptable Solid Waste generated within the City's Sanitation District and at City owned buildings and collected by Municipality employees or the Municipality's Authorized Haulers, and brought to the Delivery Point. The Municipality shall not be required to deliver any minimum amount of Acceptable Waste. During the Term, the Municipality reserves the right to divert segments of its municipal solid waste stream for recycling and reduction purposes, which may reduce the amount of waste brought to the Delivery Point. MRR and the Municipality agree that no provision of this Agreement is intended to discourage or prohibit Recycling.

(b) MRR Acceptance Obligations. During the Term, MRR will, to the extent permitted by Applicable Law, the Hauler's Rules and Regulations (attached as Exhibit A), and this Agreement, accept and dispose all Acceptable Solid Waste delivered to the Delivery Point by the Municipality or its Authorized Haulers, in accordance with Applicable Law, this Agreement, and the Hauler's Rules and Regulations.

(c) MRR's Rejection and Diversion Rights. MRR has the right to reject deliveries of any materials under any of the following circumstances:

(i) Rejection due to Force Majeure. Subject to the requirements of Section 7 herein, MRR has the right to divert Acceptable Solid Waste if a Shutdown is caused by an Event of Force Majeure; and

(d) Transfer of Title. Title to Acceptable Solid Waste delivered by or on behalf of the Municipality will pass to MRR upon delivery thereof to the tip floor of the MRR Facility. At no time after title passes to MRR shall title to Acceptable Waste revert back to the Municipality or be deemed to reside with the Municipality. MRR shall not be obligated to accept any Waste which, in its judgment reasonably exercised, would result in a violation of any Applicable Law, or would adversely affect the operation of the MRR Facility, provided that MRR shall be obligated to take alternative action consistent with the terms hereof to permit the performance by MRR of its obligations hereunder in a manner which would avoid any such violation. At no time will MRR be deemed to accept or take title to Non-Processible Waste, Hazardous Material (whether rejected or not), or to any other material rightfully rejected by MRR pursuant to this Agreement, including the applicable Hauler's Rules and Regulations. If MRR uncovers that it has received Non-Processible Waste or Hazardous Material, then it will alert the Municipality within 24 hours of its discovery and provide the Municipality an additional 24 hours to pick up such waste and dispose of it itself.

(e) Delivery Point and Diversions. As of the Commencement Date, MRR designates the Primary Facility as the Delivery Point for deliveries of Acceptable Solid Waste pursuant to this Agreement. For periods no longer than one week unless otherwise agreed to in writing, MRR may divert one or more deliveries of Acceptable Solid Waste hereunder from the Primary Facility to the Alternate Facility at which time, and for the duration of such diversion, the Delivery Point will be the Alternate Facility. If MRR diverts such waste to the Alternate Facility for one week or less, the Municipality will deliver, or cause to be delivered, all Acceptable Solid Waste to the Alternate Facility at the Municipality's sole cost and expense. If MRR seeks diversion for longer than one week, the Municipality will receive a credit for mileage, gas, employee costs above and beyond what it would have paid if the Municipality brought its Acceptable Solid Waste to the Primary Facility. Furthermore, an additional costs incurred by the Municipality in connection with MRR's redirection of Acceptable Waste under this section shall be paid by MRR. MRR will provide to the Municipality a minimum of forty-eight (48) hours' prior written notice of any planned diversion to the Alternate Facility, and reasonably prompt notice of any unplanned diversion of waste deliveries to the Alternate Facility after MRR becomes aware of such unplanned diversion. For the avoidance of doubt, MRR's right to divert deliveries under this Subsection (e) is in addition to arrangements by MRR under Section 7.1(b) for the delivery of Acceptable Solid Waste to another location or acceptance or disposal at another Facility during a Shutdown caused by an Event of Force Majeure.

1.3 Term. This Agreement is effective as of the Effective Date. The initial term of this Agreement will begin on the Commencement Date and will expire at 11:59 p.m. on December 31, 2023 (the "Initial Term"), unless sooner terminated as provided herein. If no event of default by the Municipality has occurred and is continuing, the Parties have the option to extend the term of this Agreement (a "Renewal Term") upon such

terms and conditions as are mutually agreed to by the Parties. The Initial Term and the Renewal Term(s), if any, are referred to herein collectively as the "Term." Upon the expiration of the Term or other termination of this Agreement, the obligations and rights of the Municipality to deliver or cause the delivery of Acceptable Solid Waste to the Delivery Point, and the obligation of MRR to accept and dispose of such Acceptable Solid Waste, will terminate; provided, however, (i) each Party will remain liable to the other with respect to any liability arising prior to such expiration or termination and such liabilities will survive and continue until the same are fully satisfied or waived; and (ii) the indemnification obligations of each Party hereunder, the post-termination insurance obligations under Sections 2.3(d) and 9.3, the confidentiality obligations under Section 11.11, and the provisions of Sections 10 and 11 will survive the termination or expiration of this Agreement.

## SECTION 2. Delivery Procedures and Authorized Haulers.

2.1 Delivery Procedures. All deliveries of Acceptable Solid Waste hereunder will conform to the requirements of this Agreement and the applicable Hauler's Rules and Regulations. The Hauler's Rules and Regulations are applicable generally to customers utilizing the respective MRR Facility and will have reasonable terms and conditions consistent with the operational requirements of such MRR Facility. On or before the effective date and upon request, MRR will provide to the Municipality a copy of the Hauler's Rules and Regulations for each MRR Facility. MRR reserves the right for it and/or the owner or operator of the MRR Facilities to modify, amend and repeal the applicable Hauler's Rules and Regulations from time to time and at any time and will provide at least thirty (30) calendar days' advance written notice to the Municipality and its Authorized Haulers of any material change in the Hauler's Rules and Regulations for the MRR Facilities.

2.2 Vehicle Identification. MRR may establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Municipality and the tare weight of each vehicle used to deliver material to the Delivery Point) and may modify or amend such system from time to time. MRR will be allowed to rely on representations made by the individual operators of vehicles owned by or operated on behalf of the Municipality as to the Person against whose account is to be charged for the material delivered to the Delivery Point. MRR may reject Acceptable Solid Waste delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. MRR may enforce compliance with identification and delivery procedures by termination or suspension of any Person's delivery privileges and such other means as it reasonably determines to be necessary or appropriate.

### 2.3 Authorized Haulers.

(a) Designation of Authorized Haulers. Except in limited circumstances, the Municipality does not intend to use Authorized Haulers to bring its Acceptable Solid Waste to the Delivery Point. The Municipality intends to use City staff to deliver its Acceptable Solid Waste to the Delivery Point. In the event of an emergency or some other unforeseen event, the Municipality may designate one or more Authorized Haulers to deliver Acceptable Solid Waste to the Delivery Point pursuant to this Agreement. Such designation(s) will not relieve the Municipality of any of its duties or responsibilities under this Agreement. MRR shall not accept any Acceptable Solid Waste from an Authorized Hauler unless the Municipality has alerted MRR in writing the date that the Authorized Hauler will deliver Acceptable Solid Waste. MRR should not accept Acceptable Solid Waste from any Authorized Hauler without notification and confirmation from the Municipality regarding the date of the delivery. Upon request by the Municipality, MRR will provide reasonable assistance to the Municipality in the identification of Authorized Haulers to transport and deliver Acceptable Solid Waste to the Delivery Point pursuant to this Agreement.

(b) Notice of Designation. Prior to the designation or use of any new Authorized Hauler and prior to the termination of an existing Authorized Hauler or the extension of an agreement with an existing Authorized Hauler, the Municipality will deliver written notice to MRR of the name, address, other relevant information regarding such Authorized Hauler, as well as the dates that said Authorized Hauler may deliver Acceptable Solid Waste to the Delivery Point. Within 24 hours, MRR will notify the Municipality if the proposed Authorized Hauler has delivery privileges at the Facilities, or is then subject to revocation or suspension of those privileges for cause (as specified in Subsection (c) below). MRR's approval of the Municipality's Authorized Hauler(s) will not be unreasonably withheld, conditioned, or delayed. The Municipality will not enter into any agreement or extension of any agreement with any hauler that does not have delivery privileges at the MRR Facilities, or whose delivery privileges at the MRR Facilities have been terminated or suspended.

(c) Delivery Privileges. MRR may terminate or suspend a Person's delivery privileges at the Delivery Point or the MRR Facilities for cause. For purposes of this Subsection (c) and Subsection (b) above, the term "cause" includes any act or omission of an Authorized Hauler (including its individual vehicle operators) which (i) involves a material misrepresentation or negligence resulting in material harm to persons or property; (ii) constitutes a material, or is part of a persistent and repeated, violation of Applicable Law; or (iii) constitutes a material, or is part of a persistent and repeated, breach of either the Municipality's or the Authorized Hauler's obligations hereunder, including compliance with the Hauler's Rules and Regulations, and the insurance requirements described in Subsection (d) below.

(d) Authorized Hauler Insurance. Each Authorized Hauler will maintain insurance of the types and with the limits specified in the Hauler's Rules and Regulations or as may otherwise be acceptable to MRR. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Authorized Hauler will purchase for the benefit of MRR "tail" insurance coverage for acts and omissions occurring while the Authorized Hauler was acting in such capacity. Such tail insurance coverage must remain in place for 1 year following completion of the Authorized Hauler's services. The Authorized Hauler will provide MRR with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this Subsection (d), is in effect. Certificates evidencing renewal of expiring policies must be provided as soon as practicable prior to expiration, but no later than five (5) business days prior to the expiration of any policy. Said insurance will name each of MRR (and its designees) and the Municipality as an additional insured, will include a contractual liability endorsement. Authorized Haulers will provide at least thirty (30) calendar days' prior written notice to MRR in the event of expiration, cancellation, non-renewal, or any other material change in coverage. From time to time, as reasonably requested by MRR and upon each change in the insurance carried by an Authorized Hauler, such Authorized Hauler will provide MRR with evidence that the insurance required hereunder is in place. Prior to entering into an agreement with an Authorized Hauler to collect

Acceptable Solid Waste, the Municipality may request that MRR approve the insurance coverage requirements set forth in said agreement, which approval will not be unreasonably withheld, conditioned, or delayed. Any such approval will be deemed to be effective for the duration of such agreement or one (1) year, whichever period is shorter.

### SECTION 3. Fees.

3.1 Tip Fees. The Municipality will pay MRR a Tip Fee of eighty-eight dollars and zero cents (\$88.00) per Ton of Acceptable Solid Waste delivered to the Delivery Point and accepted by MRR, as adjusted pursuant to Section 3.2. This fee shall include the tip fee, and all costs incurred by MRR for the handling, processing, transportation, and disposal of all of the Municipality's Acceptable Solid Waste delivered to the Delivery Point in accordance with Applicable Law and the performance of its obligations hereunder.

3.2 CPI Adjustment. On January 1, 2022 and January 1, 2023, the Tip Fee will be increased in accordance with the following formula:

$$\text{New Tip Fee} = \text{Prior Year's Tip Fee} \times \left[ 1 + \frac{(\text{CPI}_x - \text{CPI}_b)}{\text{CPI}_b} \right]$$

Notwithstanding the foregoing, in no event will the annual increase in Tip Fee be less than two percent (2%) or more than three percent (3%).

3.3 Disposal Fees. Subject to Section 4.2, the Municipality will pay MRR ninety-five dollars and zero cents (\$95.00) per Ton for non-recyclable mattresses and other Non-Processible Waste delivered to the Delivery Point and not picked up by the Municipality after notice by MRR, which then necessitates disposal by MRR. ).

3.4 The Municipality's Tip Fee and Disposal Fee shall not increase as a result of any Change in Law costs.

3.5 Inspection of Books and Records. MRR shall maintain records of all actions, and accurate books of account for all funds received and disbursed, with full documentation to substantiate the transactions under this Agreement. These records shall be retained for a period of at least three (3) years after receipt of the final payment under this Agreement. If MRR and its parent organization should cease to exist, custody of those records for this Agreement will immediately be transferred to the Municipality. At any time during the normal course of business hours and as often as the Municipality may deem necessary, there shall be made available to the Municipality or its representative for examination, all of MRR's records with respect to all matters covered by this Agreement, and MRR will permit the Municipality or its representative to audit, examine, copy, and make excerpts of transcripts from such records, and to make audits of all contract invoices, materials, payrolls, and other data relating to matters covered by this Agreement. All such inspections by the representatives of the Municipality will be conducted in such manner as not to cause interference with the operation of any MRR Facility and such representatives will comply with all reasonable rules adopted by MRR or the owners or operators of the location where such MRR books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located and rules requiring Persons who will be given access to Confidential Information to enter into a reasonable confidentiality agreement with terms and conditions substantially similar to those set forth in Section 11.11 and other rules relating to the protection of the Confidential Information of MRR and its contractors and subcontractors.

### SECTION 4. Quality of Solid Waste.

4.1 Acceptable Solid Waste. The Municipality agrees that the materials delivered hereunder to the Delivery Point will consist of only Acceptable Solid Waste and will otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations, and Applicable Law. The Municipality will permit no new deliveries, and will discontinue or cause to be discontinued current deliveries, of materials that do not comply with the provisions of this Agreement. The voluntary retention of waste enforcers by MRR or the owner or operator of the Delivery Point, MRR Facility, or any act or omission on such waste enforcers' part, will not relieve the Municipality of its obligation to deliver or cause to be delivered only Acceptable Solid Waste to the Delivery Point or Facility.

4.2 Non-Processible Waste and Hazardous Materials Delivered by or on Behalf of the Municipality. The Municipality agrees that neither it nor any of its Authorized Haulers will deliver Non-Processible Waste or Hazardous Materials to the Delivery Point or any MRR Facility. . If the Municipality or an Authorized Hauler on the Municipality's behalf delivers Non-Processible Waste or Hazardous Materials to the Delivery Point, MRR will promptly notify the Municipality of such delivery by telephone (telephone number: **860-638-4850**) or electronic mail (email: **william.russo@middletownct.com**) and may reject such material and require the Person who delivered such material to reload and dispose of such material at the sole cost and expense of such Person. If MRR does not discover such material in time to reject and require the reloading of such material, MRR will dispose such material at its own cost in accordance with all Applicable Law

### SECTION 5. Invoicing and Payments.

5.1 Monthly Payments. Within ten (10) calendar days of the end of each calendar month, MRR will provide an invoice to the Municipality for the total Disposal Fees due from the Municipality hereunder for the preceding month, and the Municipality will pay MRR the amount of such invoice within forty-five (45) calendar days of the receipt of the invoice.

5.2 Disputed Invoices. In the event of a dispute as to any monthly invoice, (i) the Municipality will pay the undisputed amount under the invoice, and (ii) the Municipality will give MRR, at the time such payment is made, written notice of the dispute. Acceptance by MRR of payment of an amount less than the full amount of the invoice will not constitute accord and satisfaction of the amount in dispute. Such notice will identify said dispute with reasonable particularity, state the amount in dispute, and set forth a full statement of the grounds

which form the basis of such dispute. Upon settlement by the Parties of the dispute, MRR will refund promptly the amount of any overpayment, if any, or the Municipality will promptly pay the outstanding portion of the invoice, if any.

SECTION 6. Governmental Regulation.

6.1 Jurisdiction. MRR and the Municipality acknowledge that the collection, transportation and disposal of Solid Waste is subject to the jurisdiction of various governmental agencies, including agencies of the United States of America, the State of Connecticut and the states and municipalities in which the MRR Facilities and other Facilities are located.

6.2 Compliance. MRR and the Municipality each agree, at their own expense and subject to the provisions herein relating to Events of Force Majeure, to comply with all Applicable Law applicable to MRR and the Municipality, respectively, in connection with this Agreement and the transactions contemplated hereby. Such Applicable Law will include actions taken by a municipality to regulate vehicular traffic in and around the Delivery Point and the making of deliveries to the Delivery Point.

6.3 Taxes. The Municipality shall not be responsible for or required to pay any Taxes or Host Community Fees imposed upon MRR, its Affiliates, and contractors (or the businesses, activities, or property of any of them) or in connection with the acceptance, processing, transfer, transportation or disposal of waste accepted hereunder. In addition, the Municipality shall not be responsible to pay any Taxes associated with the performance of MRR's obligations, including sales, real and personal property Taxes on the MRR Facility, and income Taxes and sales Taxes.

SECTION 7. Events of Force Majeure and Change-in-Law.

7.1 Suspension of Obligations.

(a) Excuse for Event of Force Majeure. A delay or failure of performance hereunder by a Party will not constitute an event of default or result in any liability under this Agreement to the extent that the performance of the obligation is prevented by an Event of Force Majeure affecting such Party; provided, however, an Event of Force Majeure will not excuse the Municipality's obligation to pay any amounts due hereunder for waste accepted and disposed of by MRR. Such delay or failure will be excused at any time the performance of the obligations of such Party is prevented or delayed by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct or mitigate the adverse effects of such Event of Force Majeure. An Event of Force Majeure will not terminate or suspend the Municipality's obligation to make any payments pursuant to this Agreement for material which have been delivered to the Delivery Point prior to a suspension for an Event of Force Majeure or its obligations under Section 1.2(a).

(b) Rejection Rights. If MRR exercises its right to reject Acceptable Solid Waste pursuant to Section 1.2(c)(ii) due to a Shutdown caused by an Event of Force Majeure, MRR will notify the Municipality in writing and:

(i) If the Municipality so directs in writing, MRR will use commercially reasonable efforts to identify and, as agent for the Municipality, arrange for the disposal of such rejected Acceptable Solid Waste at a location that is authorized to accept such Acceptable Solid Waste in accordance with all Applicable Law, and the Municipality shall delivered the Diverted Waste to the delivery point for the alternate disposal site at its expense and pay any disposal fees for the Diverted Waste and shall not be obligated to pay a Tip Fee to MRR for the Diverted Waste. ; or

(ii) Notwithstanding the foregoing, the Municipality may in its discretion and with prior written notice to MRR, elect and provide for, at the Municipality's sole expense, alternate arrangements for the disposal of Acceptable Solid Waste to the extent necessitated by, and for the duration of, the Shutdown caused by the Event of Force Majeure.

(c) Termination Due to Continuing Rejection. Subject to Section 7.3, if, due to a Shutdown caused by an Event of Force Majeure, MRR does not accept Acceptable Solid Waste for a continuous period of five (5) calendar days or more after written notice from the Municipality to MRR, the Municipality and MRR will each have the option to terminate this Agreement upon written notice to the other Party without liability to the other Party except as expressly provided in Section 1.3.

(d) Limitation of Liability. The Municipality will have no liability or obligation to MRR or its affiliates for any costs or expenses incurred as a result of an Event of Force Majeure, except for the Municipality's obligations under Subsection (b)(i) above during any period that it elects to have MRR arrange for alternative disposal and its obligations under Section 9.4(a).

7.2 Notice and Efforts to Remove Condition. The Party relying on an Event of Force Majeure as an excuse for a delay or failure of performance hereunder will give the other Party prompt written notice of such Event of Force Majeure and use commercially reasonable efforts to mitigate or remove such Event of Force Majeure as soon as reasonably practicable.

7.3 COVID-19 Impact. The Parties acknowledge that the COVID-19 coronavirus, and various national, state, and local government-issued orders, rules and regulations with respect thereto, whether currently issued or issued in the future, has impacted and may continue to impact MRR's workforce, supplies, customers, facilities, general operations, and access to goods, materials, and services (collectively, the "COVID-19 Impact"). Any delay in performance of MRR's obligations under this Agreement that is substantially a result of the COVID-19 Impact will be excusable without penalty hereunder for a period of up to fifteen (15) days, starting upon delivery of written notice of MRR to the Municipality (the "Delay Period"). Such notice will set forth the reasons for the delay. MRR will take commercially reasonable actions to mitigate such delay in performance or to divert Acceptable Solid Waste to the Alternate Facility. Provided that performance of MRR's obligations has not resumed by or at the end of the Delay Period, either Party may terminate this

Agreement upon delivery of written notice to the other Party. The Municipality shall have the right to pursue any action it deems necessary and appropriate under this Agreement in light of a breach and after the delay period has ended. Notwithstanding the foregoing, the Municipality will not be relieved of any payment obligations under this Agreement, in both the amount and the due date, for services performed by MRR during the Delay Period.

#### 7.4 Shutdowns; Notice; Diverted Waste.

(a) As used in this Agreement, the term "Shutdown" shall mean any shutdown, reduction in capacity or any other inability of the Primary Facility or Alternate Facility to accept and transfer for disposal such tonnages of Acceptable Waste as MRR is required to accept from the Municipality from time to time under Section 1.2, existing, for any reason, on or after the date hereof. In the event of any Shutdown, MRR shall promptly advise the Municipality, and confirm such advice in writing, of the occurrence thereof, as to the effect thereof on the ability of MRR to accept tonnages of Acceptable Waste from the Municipality under Section 2.1, and as to the probable duration of such Shutdown.

(b) During the period of any Shutdown, the Municipality shall, at no cost to MRR, divert and landfill or otherwise dispose of, any Acceptable Waste that cannot be disposed of by the Primary Facility or Alternate Facility and that MRR would otherwise have been required to accept under Section 2.1(a). Such waste is referred to herein as "Diverted Waste." During any such period, MRR shall accept and dispose of Acceptable Waste delivered by the Municipality to the extent of the capacity of the Primary Facility and the Alternate Facility then existing. MRR shall use all reasonable efforts to resume normal operation of the Primary Facility and the Alternate Facility. Unless MRR is excused from accepting such Diverted Waste due to a Force Majeure in accordance with Section 7, MRR shall pay the Municipality, as damages, an amount equal to the excess if any of (i) the Municipality's aggregate cost of transportation (including the associated labor expense and additional fuel) and disposal of such Diverted Waste over (ii) the product of the Tip Fee times the number of Tons of Diverted Waste, provided that the Municipality shall make reasonable efforts and cooperate with MRR to ensure that all Diverted Waste is transported and disposed of in a cost-effective and commercially reasonable manner taking into account the public health and other public obligations of the Municipality. The excess costs described in this subsection 7.4 (b) shall be payable within 30 days after MRR's receipt of an invoice in which the Municipality's actual costs are documented. For purposes of this Section 7.4(b) Diverted Waste delivered by or on behalf of the Municipality to the waste-to-energy facility in Lisbon, Connecticut is deemed to be disposal in a cost-effective and commercially reasonable manner.

### SECTION 8. Default and Remedies.

8.1 Events of Default by MRR. Each of the following will be an event of default by MRR under this Agreement:

(a) Failure to Accept. MRR fails to perform its obligations to accept delivery of Acceptable Solid Waste in accordance with this Agreement and such failure continues for a continuous period of five (5) calendar days after written notice to MRR by the Municipality;

(b) Failure to Perform. MRR fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of thirty (30) calendar days after written notice to MRR by the Municipality specifying the nature of such failure and requesting that it be remedied; or

(c) Bankruptcy. MRR makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there will have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.2 Events of Default by the Municipality. Each of the following will be an event of default by the Municipality under this Agreement:

(a) Failure to Pay. The Municipality fails to pay any Disposal Fees or any other amounts payable pursuant to this Agreement within thirty (30) calendar days after receipt of a notice of delinquency from MRR;

(b) Failure to Perform. The Municipality or any Authorized Hauler fails to observe and perform any other material term, covenant or agreement contained in this Agreement, including the Hauler's Rules and Regulations, or other agreements or policies to which either the Municipality or its Authorized Haulers are subject in accordance with this Agreement and such failure continues for, or is not remedied within, a period of sixty (60) calendar days after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

(c) Bankruptcy. The Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy or makes a request to the Governor of the State of Connecticut to file such a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, receivership, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there will have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.3 Remedies on Default. Whenever any event of default has occurred and is continuing, the non-defaulting Party will have the following rights and remedies:

(a) Municipality Remedies.

(i) If MRR is then in default under Section 8.1(a), the Municipality will have the option, upon written notice by the Municipality to MRR, to terminate this Agreement; or

(ii) If MRR is then in default under Sections 8.1(b) or (c), the Municipality will have the option, upon at least sixty (60) calendar days' prior written notice to MRR, to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) calendar day period or unless during such period MRR has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable MRR to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, will mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint).

(b) MRR Remedies. If the Municipality is then in default under Section 8.2, MRR will have the option, upon written notice to the Municipality, without terminating this Agreement, to suspend accepting Acceptable Solid Waste until such default is cured or this Agreement is terminated; and

(i) If the Municipality is then in default under Section 8.2(a), MRR will have the option to terminate this Agreement upon written notice to the Municipality; or

(ii) If the Municipality is then in default under Sections 8.2(b) or (c), MRR will have the option, upon at least sixty (60) calendar days' prior written notice to the Municipality by MRR, to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) calendar day period or unless during such period the Municipality has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, will mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint).

8.4 Remedies Cumulative. Upon an event of default, the non-defaulting party may pursue all remedies available to it whether at law or in equity. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available at law or in equity. Except as otherwise expressly provided herein, neither Party will have any liability to the other under this Agreement for any punitive damages.

SECTION 9. Representations and Warranties, Insurance and Indemnification.

9.1 Representations and Warranties of the Municipality. The Municipality hereby represents and warrants to MRR that:

(a) this Agreement has been executed by officers of the Municipality acting with the approval and under the authority of the legislative body of the Municipality, and upon request, the Municipality agrees to deliver to MRR evidence of such approval and authority;

(c) the Municipality has the full power and authority to execute and deliver this Agreement to MRR and carry out the Municipality's obligations hereunder, all of which have been duly authorized in accordance with Applicable Law, and this Agreement will be in full force and effect and be legally binding upon, and enforceable against, the Municipality in accordance with its terms upon its due execution and delivery by the Municipality and MRR;

(d) this Agreement is consistent with the Municipality's and the State of Connecticut's solid waste management plans under Conn. Gen. Stat. §§ 22a-227, 22a-228, 22a-241 and 22a-241a;

(e) to the extent required by Applicable Law, the Municipality has obtained, or has applied for and will diligently use its best efforts to promptly obtain, the approval of this Agreement by the Connecticut Department of Energy and Environmental Protection, as set forth in Conn. Gen. Stat. § 22a-213 (the "DEEP Approval"), and has obtained any other governmental approval required by Applicable Law relating to the Municipality's execution, delivery and performance of its obligations under this Agreement, and the Municipality has heretofore delivered, or will promptly upon receipt deliver, to MRR evidence of such approvals; and

(f) there is no action, suit, investigation or other proceeding pending or, to the knowledge of the Municipality, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of the Municipality's obligations hereunder.

9.2 Representations and Warranties of MRR. MRR hereby represents and warrants to the Municipality that:

(a) MRR has the full power and authority to execute and deliver this Agreement to the Municipality and to carry out MRR's obligations hereunder, and this Agreement will be in full force and effect and be legally binding upon, and enforceable against, MRR in accordance with its terms upon its due execution and delivery by MRR and the Municipality;

(b) there is no action, suit, investigation, or other proceeding pending or, to the knowledge of MRR, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of MRR's obligations hereunder;

(c) each MRR Facility is duly licensed, permitted, or otherwise authorized to accept Acceptable Solid Waste and, except as excused hereunder, during the Term, MRR and/or its contractors and subcontractors

will (i) maintain all material licenses and permits necessary to operate each MRR Facility and to carry out its obligations under this Agreement; and (ii) operate each MRR Facility in material compliance with Applicable Law; and

(d) Consistent with Conn. Gen. Stats. §§ 22a-228 and 22a-229, MRR will make a good faith efforts to utilize waste-to-energy facilities as ultimate disposal locations and to dispose of the Municipality's waste within the State of Connecticut when at all possible. The ultimate disposal facilities that MRR may use are as follows: (i) Mid-Connecticut Resource Recovery Facility at Reserve Rd – Gate 20, Hartford, CT; (ii) Wheelabrator Millbury at 331 SW Cutoff Rd., Millbury, MA; (iii) Wheelabrator Bridgeport at 6 Howard Ave., Bridgeport, CT; (iv) Wheelabrator Lisbon at 425 S. Burnham Hwy, Lisbon, CT; (v) Covanta SECONN at 132 Military Hwy, Preston, CT; (vi) CEP Springfield at 188M St., Agawam, MA; (vii) CEP Pittsfield at 500 Hubbard Ave., Pittsfield, MA; (viii) Carbon Limestone Landfill 8100 S. Stateline Rd., Lowellville, OH; (ix) Apex Landfill at 11 County Rd. 78, Amsterdam, OH; and (x) Sunny Farms Landfill at 12500 W. County Rd. 18, Fostoria, OH. MRR and the Municipality agree that regardless of where the Municipality's Acceptable Waste is disposed, the Municipality will pay no more than the Tip fee set forth in Section 3 herein.

### 9.3 Insurance.

(a) Municipality Required Insurance. The Municipality, if delivering materials to the Delivery Point in municipal vehicles, will obtain and maintain such insurance coverage as MRR may reasonably require in conformity with the insurance coverages required by MRR for Authorized Haulers under Section 2.3(d) and the Hauler's Rules and Regulations, and the Municipality will name each of MRR and its designee as an additional insured under such policies and, to the extent commercially available, such policies will provide for thirty (30) calendar days' prior written notice to MRR in the event of expiration, cancellation, non-renewal or any other material change in coverage.

(b) MRR Required Insurance. During the Term, MRR will obtain and maintain the Required Insurance in accordance with Exhibit B.

(c) Waiver of Subrogation. All insurance policies, including workers' compensation, required to be maintained by a Party under this Section 9.3 will include a waiver of subrogation endorsement.

### 9.4 Indemnification.

(a) Indemnification of MRR. The Municipality agrees, to the extent permitted by Applicable Law, to indemnify, defend and hold harmless the MRR Indemnified Parties from and against any and all Losses arising out of or related to the negligence or willful misconduct of the Municipality; provided, however, that the Municipality will not be obligated to indemnify a MRR Indemnified Party to the extent that any such Loss is caused by the negligence (gross negligence in the case of the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of Hazardous Material generated within the boundaries of the Municipality) or willful misconduct of such MRR Indemnified Party.

(b) Indemnification of Municipality. MRR agrees, to the extent permitted by Applicable Law, to indemnify, defend and hold harmless the Municipality Indemnified Parties from and against any and all Losses arising out of or related to the negligence or willful misconduct of MRR provided, however, that MRR will not be obligated to indemnify a Municipality Indemnified Party (A) to the extent that any such Loss is caused by the negligence or willful misconduct of such Municipality Indemnified Party or (B) with respect to the handling, collection, containment, separation, remediation, storage, transportation, processing and/or disposal of Hazardous Material unless, and to the extent that, such Losses arise from the gross negligence or willful misconduct of MRR.

(c) Procedures. If any action or proceeding is brought by a third party against an indemnified party in respect of which indemnity may be sought under this Agreement, the indemnified party will promptly give written notice of any such action or proceeding to the indemnifying party and may require the indemnifying party, upon such written notice, to assume the defense of the action or proceeding; provided that failure of the indemnified party to give such notice will not relieve the indemnifying party from any of its obligations under this Section 9.4. Upon receipt of such written notice from the indemnified party, the indemnifying party will resist and defend such action or proceeding at the indemnifying party's expense. Notwithstanding the foregoing, the indemnified party will have the right to employ separate counsel and to participate in such defense, however, such defense counsel will be retained at the expense of the indemnified party. Under no circumstances will the indemnifying party will not be liable for the fees and expenses of more than one counsel. The indemnifying party will not, without the prior written consent of the indemnified party, settle or compromise any claim or consent to the entry of any judgment that (i) does not include an unconditional release of the indemnified party from all liabilities with respect to such claim; (ii) provides for equitable or any relief against the indemnified party, other than monetary damages to be paid by the indemnifying party; or (iii) requires any act or forbearance from acting by the indemnified party (other than the execution of the settlement agreement) unless otherwise agreed to by the indemnified party.

## SECTION 10. Governing Law and Disputes.

10.1 Governing Law. The interpretation and performance of this Agreement will be governed by the laws of the State of Connecticut without regard to its conflict of law principles.

### 10.2 Dispute Resolution.

(a) Mediation and Arbitration. All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, invalidity or breach hereof, will be determined first by mediation conducted in the City of Middletown, Connecticut. The Parties will share the cost of mediation, with MRR paying fifty percent (50%) of the cost and the Municipality paying the remaining fifty percent (50%) of the cost. If such dispute, claim, controversy and/or difference is not resolved by mediation within sixty (60) days of the date of receipt of the first notice by a Party to request mediation, such dispute, claim, controversy and/or difference will be determined by arbitration in the City of Middletown, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (except as otherwise specified in this

Section 10.2) and each Party submits to the jurisdiction of such arbitration. A Party may, upon written notice to the other Party, submit a dispute for arbitration. The dispute will be determined by one (1) arbitrator acceptable to both Parties who will be selected within fourteen (14) calendar days of receipt of notice of intention to arbitrate by the Party receiving that notice. If the receiving Party fails to respond to said notice in writing within said fourteen (14) calendar days, then the Party providing said notice will select the arbitrator and such arbitrator will be deemed to have been selected by the receiving Party. If, by the end of said fourteen (14) calendar day period the Parties have not agreed upon one (1) arbitrator as acceptable, then the dispute will be determined by a panel of three (3) arbitrators selected as follows: (i) within an additional seven (7) calendar days, each Party will appoint one (1) arbitrator; and (ii) these two (2) arbitrators will then, within an additional seven (7) calendar days, name a third arbitrator. If the first two (2) arbitrators are unable to agree upon the choice of a third arbitrator within seven (7) calendar days, either Party may request and direct the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator pursuant to the Commercial Arbitration Rules.

(b) Arbitration Procedures. As soon as the arbitrator has been chosen or if three are utilized, the panel has been convened, a hearing date will be set within sixty (60) calendar days thereafter. Such hearing date will be subject to the mutual agreement of the Parties and the arbitrator(s), but if such agreement cannot be reached, the arbitrator(s) will have authority to establish such times for hearings as he, she or they deem appropriate. Written submissions will be presented and exchanged by both Parties at least seven (7) calendar days before the hearing date, including reports prepared by any expert upon whom either Party intends to rely. At such time, the Parties will also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing and a list of the witnesses whom they intend to call to testify at the hearing. Each Party will also make its respective experts available for deposition by the other Party prior to the hearing date. The arbitrator(s) will make their award as promptly as practicable after conclusion of the hearing. Arbitrators will be compensated for their services at the standard hourly rate charged in their private professional activities.

(c) Binding and Enforceable Arbitration. The Parties agree that the provisions of this Section 10.2 may be enforced by the Connecticut State Courts. Connecticut rules of civil procedure and evidence will apply with respect to any arbitration hereunder, including all rules pertaining to discovery and inspection. The award may be made solely on the default of a Party. The arbitrator(s) will follow substantive rules of law. The arbitrator(s) will make the award in strict conformity with this Agreement and will have no power to depart from or change any of the provisions hereof. If three arbitrators are used, a decision of any two of them will be binding. At the request of either Party at the start of the arbitration, the award of the arbitrator(s) will be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) will have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each Party between the Parties if authorized by this Agreement. All Parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in the Connecticut State Courts, including the power to require specific performance. To the extent reasonably practicable, both Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder will be maintained in confidence unless otherwise required to be disclosed under state or federal law.

(d) Equitable Relief. Nothing contained in this Section 10.2 will prohibit either Party from seeking equitable relief without first resorting to mediation or arbitration under such circumstances as that Party's interests hereunder and if its property will be otherwise compromised.

10.3 Effect of Disputes on the Obligations of the Parties. The pendency of a mediation or arbitration proceeding or litigation will not affect the obligations of the Parties to make any payment or render any service required by this Agreement nor the rights of the Parties under this Agreement.

#### SECTION 11. Miscellaneous.

11.1 Assignment. Except for the designation of Authorized Haulers as provided in Section 2.3, the Municipality may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. Similarly, MRR may not assign, transfer, directly or indirectly any portion of its rights and obligations under this Agreement unless expressly authorized in writing by the City of Middletown in its sole discretion. Any assignment in violation of this Section 11.1 will be null and void and of no effect.

11.2 Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof.

11.3 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party will impair any such right, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences will not alter, affect or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it will have become due, will not be deemed to alter, affect or waive the obligations of either Party.

11.4 Modifications. Except as otherwise provided herein, this Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

11.5 Successors and Assigns. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

11.6 Notices. Except as provided in Section 4.2, all notices, reports and other communications required or permitted under this Agreement will be in writing and will be deemed to have been given when delivered personally, when transmitted by email, or when deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address or email address by notice

similarly given, and the Municipality may change the telephone number and/or email address provided in Section 4.2 by notice given in accordance with this Section 11.6.

If to the Municipality:  
City of Middletown

245 deKoven Drive  
Middletown, CT 06457  
Attn: William Russo, Director of Public Works  
Email: [William.russo@middletownct.gov](mailto:William.russo@middletownct.gov)

With Copy to:

Kori Wisneski, Deputy General Counsel  
City of Middletown  
245 deKoven Drive  
Middletown, CT 06457  
Email: [kori.wisneski@middletownct.gov](mailto:kori.wisneski@middletownct.gov)

If to MRR:

Murphy Road Recycling, LLC  
15 Mullen Road  
Enfield, CT 06082  
Attention: Jonathan Murray  
Email: [jonathan@usarecycle.com](mailto:jonathan@usarecycle.com)

With a copy to:

Edward F. Spinella  
Law Offices of Edward F. Spinella, Esq., LLC  
15 Mullen Road  
Enfield, CT 06082  
Email: [ed.spinella@gmail.com](mailto:ed.spinella@gmail.com)

11.7 Counterparts. This Agreement may be executed in several counterparts, any one of which will be considered an original hereof for all purposes.

11.8 Severability. In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by the Connecticut State Courts or the arbitrator(s) in accordance with Section 10.2, the remaining provisions, portions and applications thereof will not be affected thereby. In such event, the Parties agree that the court or arbitrator(s) making such determination has the power to alter or amend such provision so that it will be enforceable.

11.9 No Third-Party Beneficiaries. Except as provided by Section 9.4, nothing in this Agreement is intended to confer any right to any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

11.10 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

11.11 Confidentiality.

(a) Freedom of Information Act. If the Municipality receives a request for disclosure of any Confidential Information under Connecticut's Freedom of Information Act ("FOIA"), the Municipality will, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to MRR, but in no event can MRR impede the Municipality's obligations under FOIA. If a complaint is thereafter filed with the Connecticut Freedom of Information Commission (the "FOIC"), the Municipality will give MRR prompt notice of such complaint to allow MRR to file a motion to intervene in the FOIC proceeding and will not oppose such motion.

(b) Requests and Demands. If the Municipality receives any other request or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), the Municipality will give prompt notice to MRR of such request or demand and allow MRR an opportunity to seek judicial protection for the Confidential Information, unless the Municipality is expressly prohibited by court order from so disclosing the demand.

11.12 Cooperation and Further Assurances. Each Party will, cooperate with the other Party and execute any and all certificates, documents and other instruments, and take such other actions as may be reasonably requested from time to time in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement; provided, however, that if material expenses or costs will be incurred in the provision of such requested cooperation or assurances, the Party requested to provide such cooperation or assurances can ask, and secure an obligation from, the requesting Party to pay for, or reimburse, such expenses or costs prior to the provision of such cooperation or assurances.

SECTION 12. Definitions and Interpretation.

12.1 Definitions. The following words and phrases will have the following meanings when used in this Agreement:

"Acceptable Solid Waste" means mixed household, commercial or municipal solid waste (including what is commonly called trash, refuse and garbage) which has the characteristics of Solid Waste and which is normally collected from or disposed by residential, commercial or municipal establishments and buildings and

(i) is delivered by or on behalf of the Municipality to the Delivery Point; (ii) permitted under then Applicable Law to be accepted at the Delivery Point and disposed at a Landfill or waste-to-energy facility; and (iii) does not include Non-Processible Waste or Hazardous Material. Acceptable Solid Waste includes only those such materials generated by residential, commercial and municipal establishments and buildings within the boundaries of the Municipality and collected by Municipality employees or the Municipality's Authorized Haulers.

"Agreement" is defined in the preamble.

"Applicable Law" means each and every applicable law (including common law), statute, charter, ordinance, rule, regulation, guideline, standard, requirement, code, order, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"Alternate Facility" means the Facility located at 143B Murphy Rd., Hartford, Connecticut.

"Authorized Hauler" means a Person which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering Solid Waste and which has registered with the Municipality in accordance with Conn. Gen. Stat. § 22a-220a(d); (ii) is then designated by the Municipality pursuant to Section 2.3(a) as an Authorized Hauler, as applicable, for Acceptable Solid Waste; and (iii) has then privileges granted by MRR to deliver the Sanitation District's Acceptable Solid Waste to the Delivery Point, and such privileges are not then suspended or terminated.

"Change-in-Law" means any of the following events or conditions occurring after the Effective Date: (A) the enactment, adoption, promulgation, implementation, repeal, modification, interpretation or enforcement policy (in the case of implementation, interpretation and enforcement, if such is materially different from the enforcement policy as of the Effective Date) after the Effective Date of any Applicable Law; (B) the imposition, after the Effective Date, of any condition on the issuance, re-issuance or continued effectiveness of any permit, license or approval, which establishes requirements more burdensome than those that exist or would have been imposed as of the Effective Date; (C) the termination, suspension, rescission, modification, failure to renew or denial after the Effective Date of any such permit, license or approval;

"Commencement Date" is defined in the recitals.

"Confidential Information" means all data and information heretofore or hereafter disclosed, directly or indirectly, by or on behalf of MRR, any affiliate, designee or predecessor of any of the foregoing Persons, any licensor of technology to be used in connection with the MRR Facilities or any Facility or any contractor or subcontractor engaged by any of the foregoing Persons (the "Disclosing Party") and (i) identified in writing as confidential by the Disclosing Party or MRR, any limited or general partner of MRR or any affiliate of any of the foregoing Persons or that, given the nature of the information or the circumstances surrounding its disclosure, it should reasonably be considered confidential or proprietary, including patented and unpatented inventions, trade secrets, know-how, techniques, data, specifications, as-built drawings, blueprints, flow sheets, designs, engineering information, construction information, economic information, operation criteria, and other information related to solid waste disposal and resource recovery, or (ii) reviewed or provided pursuant to Section 3; provided, however, Confidential Information does not include information which (a) has become generally available to the public other than as a result of a disclosure by the Municipality or any of its representatives or agents; (b) was available to the Municipality or any of its representatives or agents on a non-confidential basis prior to its disclosure to the Municipality or any of its representatives or agents; or (c) has become available to the Municipality or any of its representatives or agents on a non-confidential basis from a source other than MRR or its representatives if such source is not known by the Municipality or any of its representatives or agents after due inquiry by any of them of such source as to whether it is bound by a confidentiality agreement with MRR or its representatives or is otherwise prohibited from transmitting the information to the Municipality or its representatives or agents by a contractual, legal or fiduciary obligation.

"Conn. Gen. Stat." means the Connecticut General Statutes.

"Contract Year" means each twelve-month period during the Term beginning on January 1 and ending on the following December 31.

"COVID-19 Impact" is defined in Section 7.3.

"CPI" means the Consumer Price Index (series Id: CWURA101SAOLE, Not Seasonally Adjusted) for the New York-Northern New Jersey, Long Island, NY-NJ-CT-PA, All items less energy for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor Statistics (Base Period 198201984 = 100), or mutually agreeable alternative index if such index is no longer published or the method of computation hereof is substantially modified.

"CPIb" means CPI published as of January 1, 2021.

"CPIx" means CPI as of January 1 in the computation year.

"DEEP Approval" is defined in Section 9.1(e).

"Delay Period" is defined in Section 7.3.

"Delivery Point" means the MRR Facility designated by MRR as the Facility to which the Municipality will deliver or cause to be delivered all Acceptable Solid Waste pursuant to this Agreement. Unless otherwise provided herein, MRR designates the Primary Facility as the Delivery Point.

"Disposal Fees" means all amounts payable by the Municipality hereunder, including the Tip Fees payable pursuant to Section 3...

"Effective Date" is defined in the preamble.

“Event of Force Majeure” means an event or circumstance occurring on or after the Effective Date: that wholly or partially prevents or delays performance of any obligations arising under this Agreement, but only if and to the extent such event or circumstance is beyond the reasonable control of and not the result or the fault or negligence of, or caused by the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it has been unable to overcome, including, but not limited to: (i) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, pandemics, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism or vandalism or civil disturbances; (ii) acts of terrorism; (iii) Non-MRR Strikes; (iv) an order or judgment of any court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Party relying thereon; provided, however, that the contesting in good faith by such Party of any such order and/or judgment will not constitute or be construed to constitute the willful misconduct or gross negligence of such Party; (v) blockage of access to the MRR Facilities, if not the result of the willful misconduct or gross negligence of the Party relying thereon; (vi) a complete or partial suspension of services at a MRR Facility, or an adverse effect on the operations at a MRR Facility, arising from or related to any surface or subsurface condition (including the presence of hazardous materials) thereon, to the extent not directly created by MRR, its designee or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of a MRR Facility, or any portion thereof by action of any governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law Events of Force Majeure shall not include: (i) failure of performance of any third party, except to the extent that such failure was caused by an event that would otherwise satisfy the definition of an Event of Force Majeure as defined above; (ii) economic hardship; (iii) failure to timely apply for, obtain or maintain Permits; (iv) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise satisfy the definition of Event of Force Majeure as defined above).

“FOIA” is defined in Section 11.11(b).

“FOIC” is defined in Section 11.11(b).

“Hauler’s Rules and Regulations” means the rules and regulations for the MRR Facility serving as the Delivery Point, as applicable and as adopted and amended by MRR and/or the owner or operator of such MRR Facility from time to time and at any time, which rules and regulations are hereby made a part of, and incorporated into, this Agreement.

“Hazardous Material” means (except for trace amounts normally found in household waste as provided in Conn. Gen. Stat. § 22a-207(23)) (A) any material which, by reason of its composition, characteristics or quantity, is hazardous waste, a hazardous substance or hazardous material as defined in or under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., Conn. Gen. Stat. §§ 22a-448(3) and 22a-449, and the regulations promulgated under any of the foregoing or any other Applicable Law (including the following laws, as amended, and the regulations, if any, promulgated thereunder: Chapters 441, 445, 446a, 446b 446k and 446m of the Connecticut General Statutes; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Control Act, 7 U.S.C. § 136 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act; the Safe Drinking Water Act; the Hazardous Materials Transportation Act; and any similar or substituted legislation or regulations and amendments to the foregoing); (B) any other material which any governmental agency or political subdivision having or claiming appropriate jurisdiction determines from time to time to be harmful, toxic or dangerous; (C) any material which would result in process residue being materials described in clauses (A) and (B) above; and (D) each of the following: petroleum and petroleum byproducts, asbestos and asbestos-containing material, explosive materials, corrosive materials, pathological waste, biological waste, medical waste, human or animal remains, radioactive materials, ashes, foundry sand, mining waste, sewage sludge, cesspool and other human waste, liquid waste (including liquid chemical wastes, sewage and other highly diluted water-carried materials or substances) and those in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, any item of waste that is either smoldering or on fire, or any other material which (i) may present a danger to public health or safety; (ii) would cause applicable air quality, water effluent or process residue or ash standards to be violated by the normal operation of the Delivery Point, the MRR Facilities or another Facility; or (iii) would be prohibited by any judicial decision or the order, consent order, stipulated judgment or action of any governmental agency or other regulatory authority or by any Applicable Law or regulation or any Facility permit or approval.

“Host Municipalities” means the municipalities in which the Delivery Point, the MRR Facilities and the other Facilities are located.

“Host Municipality Fee” means the aggregate amount paid or incurred, including Taxes, during a Contract Year directly or indirectly by MRR to the Host Municipalities and/or any taxing or political agencies, bodies, authorities, collectors, districts, units or subdivisions thereof or located therein, whether pursuant to Applicable Law and/or an agreement, relating to, or in connection with, ownership, operation or use of the Delivery Point, the MRR Facility or other Facility and motor vehicles and other equipment used in connection therewith.

“Initial Term” is defined in Section 1.3.

“Landfill” means the landfill(s) used from time to time by or on behalf of MRR for receipt of Solid Waste.

“Loss” or “Losses” means actual or alleged claims, demands, liabilities, obligations, losses, damages, fines, penalties, Taxes, interest, suits, administrative proceedings, costs, expenses (including the fees and costs of investigators, accountants and attorneys) and disbursements, of whatever nature, liquidated or unliquidated, including amounts paid in satisfaction of judgments or as a settlement or compromise thereof;

provided, however, that "Loss" or "Losses" will include special, consequential, punitive, indirect and/or incidental damages to the extent such "Loss" or "Losses" relate to or arise from the delivery of Hazardous Material to the Delivery Point, a MRR Facility or any other Facility or the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of such Hazardous Material.

"MRR" means Murphy Road Recycling, LLC, its designees, permitted assignees and successors.

"MRR Facility" means the Primary Facility. "MRR Facilities" means either or both the Primary Facility and the Alternate Facility.

"MRR Indemnified Parties" means (i) MRR; (ii) any of MRR's respective affiliates, stockholders, owners, officers, directors, members, employees, agents, contractors or subcontractors.

"Municipality" is defined in the preamble.

"Municipality Indemnified Parties" means the Municipality and any of its elected or appointed officials, employees, agents or contractors.

"Non-MRR Strikes" means strikes, slowdowns, walk-outs, work stoppages or similar industrial or labor actions that are not directed solely at MRR and its affiliates.

"Non-Processible Waste" means any material that is not Acceptable Solid Waste or Hazardous Material, including but not limited to, bulky waste, white goods, scrap metal, yard waste and leaves, street sweepings, agricultural waste, metal containers, glass containers, mandated recyclable materials, and batteries, major motor vehicle parts including tires, agricultural and farm machinery and equipment and major parts thereof, marine vessels and major parts thereof, any other large machinery or equipment (including thick walled or solid metallic objects such as castings, forgings, gas cylinders, steel drums, closed metal containers, barrels and buckets), large motors, solid blocks of rubber or plastic, rolls of carpet or fencing, steel or nylon rope, chains, cables or slings, logs and stumps, and construction materials and demolition debris (including masonry, stone, structural steel, re-bar and structural shapes).

"Party" and "Parties" are defined in the preamble.

"Person" means a municipality, corporation, partnership, limited partnership, limited liability company, limited liability partnership, business trust, trust, joint venture, company, firm, entity or individual.

"Primary Facility" means the Facility located at 90 Industrial Park Rd., Middletown, Connecticut.

"Qualified MRR Affiliate" means an entity which is owned or controlled, directly or indirectly, by MRR, or any successor thereto, which is creditworthy and capable of performing the obligations of MRR hereunder.

"Renewal Term" is defined in Section 1.3.

"Required Insurance" is described in Exhibit B, which is attached to, and made a part of, this Agreement.

"Site" means the real property on which the Delivery Point, a MRR Facility or any other Facility is located and all appurtenances thereto.

"Solid Waste" means unwanted or discarded solid materials, consistent with the meaning of that term pursuant to Conn. Gen Stat. §§ 22a-207(3); provided, however, that semi-solid, liquid and gaseous materials of the type which are customarily collected and treated in municipal sewage facilities, water supply treatment facilities, water pollution abatement facilities, air pollution control facilities and sludges or other residues from any of the foregoing facilities are not Solid Waste.

"Tax" or "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, escheats, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, assessments or other governmental charges, levies or surcharges or any kind whatsoever, including a solid waste assessment, such as that provided in Conn. Gen. Stat. § 22a-232, and a payment due to the municipality in which a solid waste disposal facility is located, such as that provided in Conn. Gen. Stat. § 22a-220b, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued, under any applicable federal, state, local or foreign tax law or assessed, charged or imposed by any authority, domestic or foreign.

"Term" is defined in Section 1.3.

"Tip Fee" means the fees payable by the Municipality to MRR for delivered Acceptable Solid Waste pursuant to this Agreement. The Tip fee shall be inclusive of all costs associated with the disposal of the Municipality's Acceptable Solid Waste delivered to the Delivery Point in accordance with Applicable Law.

"Ton" means two thousand (2,000) pounds.

12.2 Interpretation. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement, and the term "heretofore" means before, and the term "hereafter" means after, the Effective Date;

(b) Words of masculine gender mean and include correlative words of feminine and neuter genders and words importing the similar number mean and include the plural number and vice versa;

(c) The use of the word "including" in this Agreement is used by way of example rather than by limitation;

(d) Reference to any agreement, document or instrument, including this Agreement or any Exhibit appended hereto, means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof;

(e) The use of the words "or," "either" and "any" are not exclusive;

(f) All references to statutory provisions and current or proposed rules and regulations will be deemed to include any amendment or other revision to those laws and regulations and will also be construed to refer to the corresponding provisions of any laws and regulations enacted to replace the laws and regulations referenced in this Agreement;

(g) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles which are generally accepted at the date or time of such computation;

(h) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(i) Reference to a particular Party includes that Party's employees and the authorized agents of that Party;

(i) Reference to any governmental, quasi-governmental or other regulatory authority or agency includes any agency or authority of, and, the United States of America, the State of Connecticut and any other state, any county, any municipality, any district, and any political subdivision or instrumentality of any of the foregoing, with jurisdiction; and

(j) Both Parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Municipal Solid Waste Disposal and Recycling Services Agreement to be executed by their duly authorized representatives as of the day and year first above written.

MURPHY ROAD RECYCLING, LLC

By: \_\_\_\_\_

Name: Jonathan Murray

Title: Director of Operations

CITY OF MIDDLETOWN, CONNECTICUT

By: \_\_\_\_\_

Name: Benjamin Florsheim

Title: Mayor

**EXHIBIT A**

**Hauler's Rules and Regulations**

**Procedures' for dumping**

Proceed onto scale when clear

Scale operator will notify you when to proceed off the scale

If you need to remove **bungee cords or hand tarp** proceed to designated tarping removal area to the left of the in-bound scale next to the building, it is marked with a sign.

Proceed to marked staging area (**REMAIN IN TRUCK**)  
(No more than 5 trucks at a time will be in this area)

Back into bay when directed by equipment operator

Remove auto-tarp/ undo turn buckles

Open rear door and secure

Re-enter truck and dump load

Pull out of the dumping area and lower body  
**(Remain in your truck)**

To close/secure rear door, proceed to the designated safe area on the right side of yard by the fire hydrant that is marked by yellow lines and a sign

Weigh out on out-bound scale

**EXHIBIT B**  
**Required Insurance of MRR**

The following will constitute Required Insurance to be maintained during the Term by Murphy Road Recycling, LLC:

1. (i) Workers' Compensation Insurance Coverage in compliance with the Workers' Compensation Law of Connecticut extended by the Broad Form All States Endorsement, the United States Longshore and Harborworkers' Coverage Endorsement on an if-any basis and the Voluntary Compensation Coverage Endorsement.

(ii) Employers' Liability Insurance Coverage subject to the minimum limit of insurance required to support the purchase of the excess liability insurance set forth in Section 4 below, but not less than \$500,000, each accident and \$500,000 policy limit for disease.

2. Commercial General Liability Insurance. The applicable limit of liability will be the minimum combined single limit of primary insurance required to support the purchase of the excess liability insurance set forth in Section 4 below, but not less than \$1 million combined single limit per occurrence. If this insurance is written on a claims-made basis, it will provide for an extended reporting period of not less than five years beyond the termination of this Agreement.

3. Comprehensive automobile liability insurance coverage applicable to all owned, hired and non-owned vehicles subject to the minimum single limit of primary insurance required to support the purchase of the excess liability insurance set forth in Section 4 below, but not less than \$1 million combined single limit, per occurrence.

4. Excess liability insurance coverage excess of underlying insurance described in Sections 1(ii), 2 and 3 above. The limit of liability will be in an amount such that the combination of primary and excess liability coverage is at least \$5,000,000.00 per occurrence and, as applicable, in the aggregate.

#### Yard/Tipping-Floor Rules and Procedures

1. High visibility safety vests/clothing and hard hats are required **TO BE WORN AT ALL TIMES** while on site by anyone conducting business at our facilities. Persons doing business at our facilities are responsible for providing their own PPE (personal protective equipment). All postings, instructions, and procedures must be obeyed.
2. Smoking is strictly forbidden other than in designated area(s).
3. The use of cell phones or 2-way radios by anyone other than designated transfer station personnel while conducting business at this facility is prohibited.
4. All loads are to be covered upon entering the facility and while crossing over scales. Loads will be uncovered and inspected in the staging area prior to entering onto the tipping floor.
5. The loader operator will conduct the inspection of the load and the directing of vehicles while remaining within his loader cab. All persons in this area including operators and drivers are to establish eye contact with others before moving about.
6. The loader operator is to maintain a 15-foot minimum exclusion zone around each delivery vehicle.
7. The speed limit of **5 MPH** will be strictly enforced at all of our facilities.
8. No more than one person per vehicle may exit that vehicle. All other occupants must remain in the vehicle (unless you are off loading by hand). The designated individual or individuals who exits the vehicle must stay within 6-feet of the vehicle when on the tipping floor or in the staging area.
9. A minimum of 15 feet is to be left between all vehicles and equipment to allow for swinging doors. **EXCEPTION:** Frozen/Stuck loads, at which time equipment will need to move closer to scrape out the load. Drivers will remain in their vehicles while being scraped out.
10. Retrieving any items from our yards or tipping-floors for personal use (**scavenging**) is strictly prohibited.
11. After tipping their load, delivery vehicles will drive out of the building to a clear safe area in the yard where the vehicle body or container is to be fully lowered and the tailgate/container door(s) closed & secured. When working with swinging doors, the person is to stay with the moving door until it is fully opened or closed. Trucks shall not be driven in the yard or onto the scale with tailgates open or bodies in the raised position.
12. **VEHICLES ARE NEVER TO BE LEFT UNATTENDED.**
13. There shall be no riding on the outside of delivery vehicles or on any equipment.
14. Upon completion of business, drivers and vehicles are to vacate the premises.
15. **ANY VIOLATION OF THESE RULES BY A DRIVER OR OCCUPANT OF ANY VEHICLE WILL BE INVESTIGATED AND DOCUMENTED IN A NOTICE OF VIOLATION (NOV) REPORT. DRIVERS/OCCUPANTS OR COMPANIES THAT DO NOT ABIDE BY THE RULES OR HAVE MULTIPLE YARD/TIPPING FLOOR RULE VIOLATIONS ARE SUBJECT TO BEING BANNED FROM THE USE OF OUR FACILITIES.**

Councilman Edward McKeon reads the resolution and moves to approve. Councilwoman Jeanette Blackwell seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo asks, in terms of the background information, adding that he had time to review the proposed agreement, there is a question for him and he would like some clarification. The City has a relationship through with ECCRA with the Lisbon plan, which is mentioned in the resolution presented this evening. We have a longstanding relationship with that plant started some 25+ years ago. What are they paying for the tip fee?

Councilman Pessina replies that they are paying \$93.75 per ton.

Councilman Loffredo asks how many tons are they bringing forward?

Councilman Pessina replies that he does not have that number, but Deputy City Attorney Wisneski might bring some light to that. He notes that the City has been in in this relationship. This is the first time we have the ability to go out and look for an alternate price to save the City money per ton. He asks Deputy City Attorney Wisneski to speak to this.

Attorney Wisneski states that there is a sanitation district hand have bring trash for the last 25 years to the Lisbon burn plant. They have been doing this through ECCRA, the Eastern Resource Recovery Authority

of which Middletown is the only member. This is the last year of the 25 year deal and, as part of that, the City had agreed that it would bring all of its trash from the sanitation district to Lisbon. By the end of that term, the end of this year, ECCRA last year entered into a 10 year deal with the entity that runs the Lisbon burn plant to continue running it. The City will no longer have the obligation or requirement to bring the trash, but has the ability to, if these want to. The City needs to decide on an annual basis, coming up on that date now to decide what to do with our trash come January 1, 2021. As part of the ECCRA deal, the 10 year deal, we negotiated that Middletown would get its trash, the tip fee for bringing the trash to Lisbon would be \$68.00 per ton to start and would increase with CPI over the 10 year period. What we have to also be concerned with is that we have to bring the trash to Lisbon, adding that the City has neither the manpower or trucks to bring the trash daily. What they have been doing is bringing the trash to a facility on Industrial Park Road. Typically, it was with Dainty Rubbish, which has sold its business and assigned it to All Waste or Murphy Road Recycling. Our guys bring it to Industrial Park Road and then there is a haul fee for \$25 per ton. So you add the \$25 to the \$68. In January, it was going to be \$25 to \$75 so that is where Councilman Pessina got the \$93.75. In January, we will bring trash to Lisbon, it would be \$93.75. What she ended up doing is have Director Russo asking her questions about saving money for rate payers, not only the rate payers, but the City itself, noting that they serve the schools trash, etc. What they did on entering the agreement and not having to bring the trash to Lisbon, they started looking around. Fortunately, what they thought would be an option early on was bringing the trash to Hartford, but, but as we all know, the Hartford facility is in a kind of crisis of sorts, the state is not sure it will shut down or what will happen. There have been some unscheduled shutdowns, which have caused some problems for other municipalities. The last article that she saw was that it was also suggesting \$145 per ton, which is obviously too much for trash. When there are other options. They approached Murphy Road Recycling and, again, the Lisbon facility, they own the Industrial Park Road facility where we bring our trash. We asked them to provide a quote if we bring out trash there and they dispose of it, how much would it cost. That is \$88 per ton, which is \$5.75 per ton savings, which is about \$36,000 per year. Over a three (3) year period, it is over \$100,000. It is very important to Director Russo and he is down on rates for the City generally. They reviewed this as a professional services agreement, which would be the Mayor, Finance, Director Russo, who is in agreement for these savings. What is in front of the Council is a proposal draft disposal agreement with Murphy Road Recycling for a three year period starting January 1, 2021.

Councilman Loffredo thanks Attorney Wisneski. The initial part of this agreement, though, just they refer to a delivery point, which is set by . . . we are hauling the trash, correct?

Attorney Wisneski replies, "That is correct."

Councilman Loffredo states that the agreement does not indicate the delivery point. Why is that not in it, say exactly where we are delivering it to?

Attorney Wisneski replies that the delivery point is actually a defined term. If you go to definitions in the back . . .

Councilman Loffredo interjects, saying that he saw it.

Attorney Wisneski states it is Industrial Road, where we deliver the trash.

Councilman Loffredo interjects, saying, "So we are delivering it to Industrial Park Road?"

Attorney Wisneski replies, to Industrial Park Road in the town.

Councilman Loffredo states so it has already been defined somewhere, we already agreed. It doesn't say that in the initial portion. Why is it saying "To be delivered to a delivery point that is so forth and so on, the hauler and so forth?" Why was it not reflected in the initial part of it?

Attorney Wisneski replies that these contracts can be quite complicated, but usually what they do is to include certain terms, which are defined later on. This is very common in municipal disposal contracts. If look at the ECCRA one, this is the typical format.

Councilman Loffredo interjects saying that, if he turns to page 21 and finds the definition of delivery point, is there some other place, it's not on the first page or second page or cover page. It's not on page 21.

Attorney Wisneski replies that it says that primary delivery point is defined as located at 90 Industrial Park Road in Middletown, Connecticut. So that is where we will be bringing our trash and that exactly

Councilman Loffredo states so delivery point and primary delivery point are one and the same.

Attorney Wisneski replies, "yes," adding that what happens there is a primary delivery point, which is Industrial Point Road and another delivery point, which she believes is the facility in Hartford, which unfortunately, as you know, they had a significant fire so we were re-routed and frankly they were kind to re-route us because our contract didn't have anything about that. There may be certain times when we would be re-routed, but is rare. She knows that Director Russo has talked with her that they also need to go a little further since in a while for maintenance purposes, so every couple of weeks we bring it to the Hartford facility but our primary delivery point is actually 90 Industrial Park Road. That's where it has been for the past 25 years.

Councilman Loffredo states that it is in Middletown, Connecticut.

Attorney Wisneski replies, "Yes."

Councilman Loffredo states, "When it was Dainty correct?"

Attorney Wisneski replies, "That is correct."

Councilman Loffredo states, so Murphy Road is basically a subsidiary of All Waste so it is all connected, all inter-related how this was passed on from Dainty and on to these folks. Correct?

Attorney Wisneski replies, "Correct," adding that they had an agreement that, with Dainty for the haul, and when Dainty sold its business, All Waste, that contract was assigned and went to the subsidiary Murphy Road Recycling.

Councilman Loffredo states that, in June of this year, this past year, there was a rather extensive press release provided by the prior administration talking about the ECCRA agreement and the Lisbon arrangement for another 10 years. What is the relationship of this agreement to our role and responsibility under the ECCRA agreement where we are sending our waste?

Attorney Wisneski states that the City was not a signatory to that agreement, but ECCRA was. What happens is that ECCRA is its own authority. It entered into a 10 year agreement with the entity that runs the Lisbon burn plant. As part of those discussions, ECCRA was negotiated with another authority, SCRA, which has 10 to 12 municipalities near Lisbon, to bring about 140,000 tons of trash to the Lisbon burn plant. That was part of that agreement, being sure that the City had the trash to bring to that plant. Part of that agreement there was a discourse and signing that the City no longer had the obligation to ring trash to Lisbon, but had the ability to do so and (*inaudible*). That is where it is. We can get the \$60/ton tip fee starting in January 1, 2021 unless we tell them that we don't want to use their trash, we have that ability every year. We are doing a three (3) year contract, but come Year 4, if we want to go back to Lisbon, we can do so if it makes financial sense. The beauty of our relationship and that we own Lisbon is that we have the ability to (*inaudible*). Ingot every municipality has that. In fact,

Councilman Loffredo interjects, saying "Just for the record," is the City the same as ECCRA since we are the sole (*inaudible*) of ECCRA, of Lisbon. Is that correct.

Attorney Wisneski replies that the City is the only member of ECCRA. ECCRA is its own authority and has, Councilman Pessina, former Councilman Daley, and the president of ECCRA is the Mayor. They have their roles.

Councilman Loffredo asks what role did ERCA played in assuming that we are not going to ship, that we have a responsibility under ECCRA to the Lisbon plant. So, was there any discussion with ECCRA involved in meetings held with their Attorney, Steve Lynch, and so forth regarding this agreement?

Attorney Wisneski states that she is in constant contact with Steve Lynch and the outside attorney for ECCRA, Ed Sledge. Steve Lynch is the City's economic advisor so he is well aware of what is going on. She spoke with Ed Sledge, who helped review. He was good at looking at it to make sure he was fine with it, that he was okay with everything going on. Also she has been in touch with the attorney for (*inaudible*). They are all aware that we are in the midst of making this decision and that she will be in touch with that decision.

Councilman Loffredo states he has a question on disposal fees. What are we paying for the disposal of non-recyclable mattresses and other waste delivery? What is the City paying?

Attorney Wisneski replies that most of the mattresses are recycled as part of a program, noting that this is Kim's area (Kim O'Rourke). (*Inaudible*) individual pay a certain amount that they purchase the mattress and that is used to pay for recycle. The non-recyclable mattresses are \$95 per ton. In conversation with (*inaudible*) looking at doing more with mattresses as recyclable.

Councilman Loffredo states that the reason he raises this (*inaudible*) for the next 3 years it will still be at the \$95 rate.

Attorney Wisneski replies, "Correct," that is what we have in there.

Councilman Loffredo thanks Attorney Wisneski.

The Chair calls on Councilman Grady Faulkner Jr.

Councilman Faulkner asks who exactly the Resource Recycling Advisory Commission is. Is that an independent unit or . . .

Attorney Wisneski interjects, saying that that it is a City Commission. She knows Kim O'Rourke is very active and staffs that Commission.

Councilman Faulkner notes that is who they get the email from, yesterday. His question is where is that part of the conversation with the decision being made here?

Attorney Wisneski replies that this issue was brought by Kim (O'Rourke) at meetings and they provided comments to them for about their concerns. This is a reason she had language put in to make an effort to dispose of trash at an energy plant in Connecticut. One thing that we need to understand is to the reason they are getting the savings that they are getting is that she cannot mandate they go to a certain place to dispose of trash, that is part of the agreement, adding that she and the Mayor listened to those concerns when they were considering which rep to use.

Councilman Faulkner asks if these concerns were taken into consideration and the commission made a decision that this is how they would go. He asks if there is an opportunity to let them know that this is what we would like to see.

Attorney Wisneski replies that she thinks they are talking about the same email as it was forwarded to her. A lot of the sentiments about waste reduction are things that Kim and the Public Works department takes seriously (*inaudible*) ongoing right not now. One thing that she wants everyone to understand is that she is involved, Kim O'Rourke is involved, the Mayor is involved, (*inaudible*) the Connecticut Coalition Sustainable Materials is a groups of individuals looking into the State waste management crisis and trying to shape ideas and ways to reduce waste and recycle better. It is constantly on her mind and Kim, in particular is working very hard on a number of initiatives. She is well aware of (*inaudible*) individuals talking at beginning of this meeting the pay as you go and other things she has considered or brought forward to the Mayor's office.

Councilman Faulkner relies that he thinks that portion of the email is fine because we can work on that regardless of where we bring the trash. Just need to let them know that the contract, we are concerned as to where the garbage goes. Thank you.

There being no further discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

The chair appreciate cements of the commission and the public on this issue and wants to be sure we work collaboratively going forward.

**F. Approving a City of Middletown Bridge Loan in the amount of \$10,000 to Discount Beauty Supplies Plus Salon LLC; and, authorizing the Mayor to sign all documents necessary to close the loan with Discount Beauty Supplies Plus Salon LLC.**

**APPROVED**

**RESOLUTION 79-20; K: review/ resolution / EDC Bridge loan Discount Beauty RES 79-20 – 5 Oct 2020**

**WHEREAS**, the City of Middletown's economy and businesses have been negatively impacted by the COVID-19 pandemic; and

**WHEREAS**, the City is seeking ways to help Middletown businesses financially through the pandemic; and

**WHEREAS**, the Common Council created a \$250,000 Bridge Loan Fund to assist Middletown businesses by offering them \$10,000 loans at 3.5% interest, payable over one year starting in January 2021; and

**WHEREAS**, the Economic Development Committee, at its meeting of September 10, 2020, recommended approval of a \$10,000 loan to Discount Beauty Supplies Plus Salon LLC of 466 Main Street, Middletown, CT; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** The Common Council approves a City of Middletown Bridge Loan in the amount of \$10,000 to Discount Beauty Supplies Plus Salon LLC; and, the Mayor is hereby authorized to sign all documents necessary to close the loan with Discount Beauty Supplies Plus Salon LLC.

**FINANCIAL IMPACT** – This has a \$190.64 positive impact on the Economic Development Fund.

Councilwoman Jeanette Blackwell reads the resolution and moves to approve. Councilman Edward Ford, Jr. seconds the motion

There being no discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. The Chair states the matter is approved.

**G. Approving that, pursuant to Connecticut General Statutes § 7-190(a), the following eleven (11) Middletown electors are appointed to serve as members of the Charter Revision Commission: 1. Robert Blanchard (D) - Chair; 2. Tawana Bourne (D), 3. David Greaves (U), 4. Councilman Edward McKeon (D) - elected, 5. David Ribnicky (U), 6. Selena Rivera (D), 7. David Roane (D), 8. Councilwoman Linda Salafia (R) - elected, 9. Molly Salafia (U), 10. Kelly Sweeney (D), and 11. William Wilson (R); that not more than one-third of these appointees hold any other public office in the City of Middletown, there are no fewer than five (5) appointees and no more than 15**

appointees, and not more than a bare majority of appointees are members of one political party; that, pursuant to Connecticut General Statutes § 7-190(b), the Charter Revision Commission appointed herein, shall be authorized to update language, comprehensively review the City Charter in order to modernize, simplify and revise in order to make the Charter more constitutional in style; consider issues raised by the City Council, other public officials, and the residents of Middletown; make any necessary housekeeping changes in accordance with the requirements of state law; and, to consider such other changes and matters as its deems desirable or necessary to improve the governance of the City; that pursuant to Connecticut General Statutes § 7-190(b), the Charter Revision Commission shall submit its draft report to the Common Council no later than June 14, 2021 to ensure that the final report, proposed charter, and questions will be ready for submission for referendum in the general election to be held on November 2, 2021; and that, pursuant to Connecticut General Statutes § 7-190(c), the Charter Revision Commission shall terminate upon acceptance or rejection of its final report by the Common Council.

**APPROVED**

**RESOLUTION No.80-20; K; review/resolution/CC naming Charter Rev Comm. RES 80-20 – 5 Oct 2020**

**WHEREAS**, pursuant to the provisions of Connecticut General Statutes § 7-188(b), the Common Council of the City of Middletown approved Resolution No. 62-20 on September 8, 2020, initiating action amend the Charter of the City of Middletown; and,

**WHEREAS**, in furtherance of such authorization the Common Council has established and hereby acts to appoint a Charter Revision Commission in accordance with the provisions of Connecticut General Statutes § 7-190;

**NOW, THEREFORE, BE IT RESOLVED:** Pursuant to Connecticut General Statutes § 7-190(a), the following eleven (11) members are appointed to serve as members of the Charter Revision Commission:

Robert Blanchard (D) – Chair	Selena Rivera (D)
Tawana Bourne (D)	David Roane (D)
David Greaves (U)	Councilwoman Linda Salafia (R) - elected
Councilman Edward McKeon (D) -elected	Molly Salafia (U)
David Ribnick (U)	Kelly Sweeney (D)
	William Wilson (R)

Not more than one-third of these appointees hold any other public office in the City of Middletown, there are no fewer than five (5) appointees and no more than 15 appointees, and not more than a bare majority of appointees are members of one political party.

A. Pursuant to Connecticut General Statutes § 7-190(b), the Charter Revision Commission appointed herein, shall be authorized to update language, comprehensively review the City Charter in order to modernize, simplify and revise in order to make the Charter more constitutional in style; consider issues raised by the City Council, other public officials, and the residents of Middletown; make any necessary housekeeping changes in accordance with the requirements of state law; and, to consider such other changes and matters as its deems desirable or necessary to improve the governance of the City.

B. Pursuant to Connecticut General Statutes § 7-190(b), the Charter Revision Commission shall submit its draft report to the Common Council no later than June 14, 2021 to ensure that the final report, proposed charter, and questions will be ready for submission for referendum in the general election to be held on November 2, 2021.

C. Pursuant to Connecticut General Statutes § 7-190(c), the Charter Revision Commission shall terminate upon acceptance or rejection of its final report by the Common Council.

**FINANCIAL IMPACT:** To be determined

Councilman Eugene Nocera reads the resolution and moves to approve. Councilman Philip Pessina

Councilman Nocera congratulates the new members of the Charter Revision Commission, noting they represent a broad spectrum of the community. He thanks the Common Council members for their work on this for the past several weeks. He is pleased and hopes that they will move forward and make necessary revisions. It is an important commission and he is looking forward to having staff and outside counsel get this job done.

The Chair calls on Councilman Philip Pessina.

Councilman Pessina states that, on his side of the aisle, it was decided early that they wanted to get unaffiliated voters involved in this process to expand the view of the public, not only as political parties, but with unaffiliated individuals giving it a more holistic approach towards this charge on Charter Revision. He wants the public to know that they selected three (3) unaffiliated members and will work in collaboration.

The Chair calls on Councilman Edward McKeon.

Councilman McKeon thanks his colleagues for his appointment, acknowledging that it is a big job and requires collaboration. Many things are involved, there is housekeeping to be done and some more serious

issues. There will be a public hearing, so if anyone has ideas about what to change, they should attend that meeting. They will also be meeting with Common Council, members of the City and the board if Education he takes this responsibility seriously.

The chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that there was a significant number of people – more than 30 – expressed string interest. They kept the Commission to 11 member so many, who expressed interest, were chosen to serve. He thanks them for their interest. He hopes that all will play an active role as members of the public, expressing their concerns. Depending on how the results come out, the report will come to the Council by June 14<sup>th</sup>. The Council will determine what to do with the report and determine if the matter goes to referendum. In the next municipal election. That is an important role for all to play in this process with work and effort and to explain to the public why the endorsed changes are important. Without the support of the public, the Charter will not change. The voters have the final determination, the Commission and the Council, in terms of making sure that the public understands the needs. The voters make the final determination. He reaches out to all who expressed interest.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell states that, as a member of the Council, she knows that the Charter provides parameters that are outdated from present reality. On the campaign trail last year, she heard from residents that want the boundaries of the charter redefined to ensure equity, accountability, and fairness at all levels. The Charter is the chief legal document, so the input of voters cannot be understated. To the residents of the City: she implores them to be engaged in the process, adding that, when meetings are scheduled on the virtual platform, they should participate. The residents have an opportunity to create the change that they want. She encourages people to contact the Chair and any member of the Charter Revision Commission with ideas, comments, or suggestions that they would like to elevate. They want the Charter to be inclusive of all constituents and not representative of just a few. To those who volunteered to draft the charter revisions recommendations, congratulations and thank you for your service.

The Chair calls on Councilman Edward McKeon a second time.

Councilman McKeon wants to make it clear to everyone that there have been a question, it was a conscious decision on the part of both caucuses not to include City employees or members of the Board of Education on the Commission because of possible conflict of interest. City employees and Board of Education employees wondering why they were not selected: this was a conscious decision to do that.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera states that he also wants to make certain that they extend thanks to everyone who expressed interest. As Councilman Loffredo mentioned in his remarks, there were close to 40 individuals, who expressed interest in participating. He thanks all of them, adding that he hopes that they can rely on those who were not selected to help guide the Commission. He also wants to point out that they could have gone with three (3) elected officials. The statute provides that the majority party could have selected two (2) members with an 11 member committee, they chose to do with one elected Democrat and one elected Republican to make more room for residents in the community who wanted to participate, they wanted to see broad spectrum on this Commission and believes that they accomplished that.

There being no further discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The Chair states the matter is approved.

The Chair states that this opens an important chapter for all. He congratulates Councilman McKeon and Councilwoman Salafia, who have been appointed to this Commission. He takes Councilwoman Blackwell's comments to heart: this is an opportunity for the public to be involved. This is your important opportunity.

### 13. Mayor's Appointments

#### Board of Health:

- Patricia DiStefano (R): reappoint to a 4-year term to July 31, 2024
- Stanislaw Opalacz, M.D. (D): reappoint to a 4-year term to July 31, 2024

#### Citizens' Advisory Board

- Barbara Knoll Peterson (D): appoint to balance of 4-year term to August 31, 2023, filling the vacancy created by the resignation of Molly Salafia (U) in July 2020

#### Resource Recycling Advisory Commission:

- Tisha Zawisky (D): appoint to balance of 5-year term to April 22, 2023, filling the vacancy created by the resignation of Isabel Guy (D) in August 2020

#### Anti-Racism Task Force (NEW):

- Four (4) year terms from October 5, 2020 to October 4, 2024  
**Stacey Barka (R)**  
**Sacha Armstrong Crockett (D)**

**Nasharie Davis (U)**  
**Kirk Hart (D)**  
**Valerie Light (D)**

- Three (3) year terms from October 5, 2020 to November 14, 2023  
**Councilwoman Jeanette Blackwell (D)**  
**Councilman Darnell Ford (D)**  
**Councilman Edward Ford, Jr. (R)**
- Three (3) year terms from October 5, 2020 to October 4, 2023  
**Patricia Alston (D)**  
**Precious Price (U)**
- Two (2) year terms from October 5, 2020 to October 4, 2022  
**Viviana Conner (D)**  
**Brian Gartner (D)**  
**Keisha Kayon Morgan**  
**Liza Pena (D)**  
**Samantha Rival (U)**
- *Ex Officio*, from October 5, 2020 to November 14, 2023  
**Majority Leader, Councilman Eugene Nocera (D)**  
**Minority Leader, Councilman Philip Pessina (R)**

Councilwoman Linda Salafia notes that, on Citizen's Advisory, an unaffiliated has resigned but is being replaced by a Democrat. She asks if that seat should be filed by a minority party member. She knows that census track plays a part. She asks if he checked on this.

The Chair replies that the minority representation is being maintained so it does not need to be a one-to-one replacement.

Councilwoman Salafia states that she just wants to be sure it was verified.

The Chair calls on Councilman Philip Pessina

Councilman Pessina states that he moves to approve these appointments. Councilman Edward McKeon seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that the Anti-Racism Committee, he asks if leadership has been decided. Will it be appointed at this time? Who is chairing? How will it be determined?

The Chair replies that it will be determined at their first meeting.

Councilman Loffredo asks if this means that the Mayor is not making the appointment at this time.

The Chair replies, not at this time.

The Chair calls on Councilman Edward Ford, Jr.

Councilman Edward Ford thanks the Mayor for the process that he and his guys went through the selection process, reviewing applications and so forth. He tanks the Chair for considering to appoint him as well as the other selected Councilmembers, He believes that this Committee is very much needed. We all feel that way as it will be a mechanism to drive real social change and the systemic racism that we still see in our City whether in education, housing, or labor there are a lot of things that have to be tackled This committee is something people will see more of, we are just getting started, adding he is taking this seriously. Thank you. He looks forward to getting to work. It is long and needs to get done.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera states that he, too congratulates the Mayor's Office and hard work on the task force selection as well. This and the Charter Revision Commission were carefully reviewed to establish a broad base of the community. There are many things that need to be in place for fair representation. Congratulations for having done this deliberately and the result are now on paper.

The Chair calls on Councilman Darnell Ford.

Councilman Darnell Ford congratulates his fellow Councilmembers and the Mayor for appointing him to the taskforce, he also thanks the members of the public, who are participating in this important project, which will change and enhance Middletown. It will be hard work. The process that they had to go through involved many individual who wanted to participate and who are not able to. He encourages them to continue participating by being part of the work of the taskforce and what the City will do in the areas of education, housing, and other important things. There is a lot work to getting this point. He thanks the Mayor for appointing him.

The Chair calls on Councilwoman Jeanette Blackwell. Councilwoman Blackwell is humbled at this opportunity to serve on this taskforce. She thanks the Mayor for his vote of confidence. She looks forward to collaborating with, not just in the City involved in this work, but the folks who are residents, who are not familiar or entrenched in this work. They need everyone to be engaged to move the needle for all residents. She cannot emphasize this enough. She looks forward to lifting up minority group voices. Let's get to work. It's not work literally as it is something she is passionate about. As a woman of color she has a self-interest, Thank you. She looks forward to the first meeting.

The Chair echoes what Councilman Ford and Councilman Loffredo said about the Charter Revision Commission, the cup runneth over with so many interested people. She hopes everyone will still be involved. The Anti-Racism Taskforce is to engage the whole community and to do so as a community.

There being no further discussion, the Chair calls for a voice vote. The Chair states that the motion is unanimously approved with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The Chair states the matter is approved.

#### **14. Meeting Adjournment**

There being no further business, the Chair calls for motion to adjourn.

Councilman Edward Ford, Jr. moves to adjourn. Councilman Darnell Ford seconds the motion.

There being no discussion, the Chair calls for a voice vote on the motion to adjourn. The Chair states that the motion to adjourn is approved unanimously with 12 aye votes (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The Chair states the matter is approved.

The meeting is adjourned at 8:45PM.

ATTEST:

LINDA S.K. REED,  
COMMON COUNCIL CLERK

*K: review/ minutes/ 2020 October 05 -- minutes – 05 October 2020*