

Minutes of the Town of Farmington  
Regular Town Council Meeting  
May 12, 2015

**Present:**

Nancy W. Nickerson, Chair  
Jeffery P. Apuzzo  
Jon Landry  
Peter M. Mastrobattista  
Amy Suffredini  
Meredith A. Trimble  
Jon Vibert

Kathleen Eagen, Town Manager  
Paula B. Ray, Clerk

**A. Call to Order**

The Chair called the meeting to order at 7:00 p.m.

**B. Pledge of Allegiance**

The Council and members of the public recited the Pledge of Allegiance.

**C. Proclamations and Recognitions**

**1. Spencer Pelham—Eagle Scout**

Mrs. Suffredini read the proclamation recorded with these minutes as Agenda Item C-1 into the record and the Council congratulated Spencer Pelham on his accomplishments.

**2. Megan Klingner – Stephen A. Flis Scholarship recipient**

Mr. Landry read the proclamation recorded with these minutes as Agenda Item C-2 into the record, and the Council congratulated Megan Klinger on her accomplishments.

**C. Public Hearing**

There was no public hearing held.

**D. New Items**

Motion was made and seconded (Apuzzo/Landry) to add as Agenda Item L-12 the appointment of an alternate to the Unionville Historic District and Properties Commission.

Adopted unanimously.

## **E. Public Comment**

Pat Karwoski of 75 Tunxis Village thanked the Town Manager and the Chair for getting her the answers to her questions from the previous meeting. She told the Council the planning and design for the Farmington center Route 4 project was initiated in 1998. She believed the project was no longer relevant to the current traffic situation in the area. She told the Council she had checked with the State of Connecticut Department of Transportation and the project had not gone out to bid yet. She asked the Council to stop the project to adjust it to the current situation.

## **G. Reading of Minutes**

### **1. April 6, 2015 Regular Town Council Meeting**

Motion was made and seconded (Apuzzo/Landry) to approve the minutes of the April 6, 2015 Regular Town Council Meeting.

Adopted unanimously.

## **H. Reading of Communications and Written Appeals**

1. Blum Shapiro – Auditor Correspondence
2. Alfred J. Roy – Resident Correspondence

The Manager called the Council's attention to the letter from the auditors regarding communication with those charged with governance and an email from Alfred J. Roy regarding the proposed cell tower on Brickyard Road.

## **I. Report of Committees**

1. UCONN Committee(s)
2. Land Acquisition Committee

There was no report for either Agenda Item I-1 or I-2.

### **3. Green Efforts Committee**

Mr. Vibert told the Council that the Clean Up Day had been successful, and he thanked the Committee and volunteers that had come out that day. He reported that over 2300 pounds of trash had been picked up, Miss Porter's School won best school award, Diane and Steven Nelson won best individual/family award, Unionville Eyeworks won the business award and the Farmington Democrats for picking up 345 pounds of trash off the streets. He thanked Kate Grady-Benson for organizing the event.

### **4. Joint Town of Farmington/City of Hartford Committee**

There was no report for Agenda Item I-4.

### **5. Bicycle Advisory Committee**

Mr. Vibert reported the Committee was meeting on May 14, 2015.

#### 6. Farmington Gateway Committee

Mr. Apuzzo reported the draft report had been received from the consultant, and the Committee intended to create an Executive Summary for the report and reorganize it. He expected the Executive Summary and draft report would be distributed in 3-4 weeks, that 2-3 weeks after that the final report would be distributed and to hold a public hearing to discuss the 3 different options and then move to phase two.

#### 7. Web Page Sub-Committee

Mr. Landry reported the Committee had selected 3 vendors to interview and had interviewed the first on the previous day. He expected a vendor would be selected by early June. The Committee and vendor would then meet with the Department Heads and Economic Development Commission to get input.

### J. Report of the Council Chair and Liaisons

#### 1. Chair Report

The Chair reported the Town of Avon had passed the Live Burn Building contract and the project would be moving forward. She called the Council's attention to the memo in the packet regarding the Board of Education's statement of needs for the high school and the proposed schedule of meetings to address the statement of needs. Mr. Apuzzo asked who had control of the \$100,000 in the Capital Improvement Budget. The Manager answered that the money was in the Town Manager's portion of the budget and if the Council appointed a building committee during this fiscal year the money would be turned over to them. If a building committee was not appointed immediately and the Council needed some studies done, the money could be used for that purpose.

#### 2. Board of Education Liaison Report

Mr. Landry reported the Farmington High School Robotics team had won the District Chairman's Award for the Pioneer Valley event held in Springfield, MA and were honored at the Board of Education meeting; the Board of Education had adopted new five-year goals; the junior class had their gift of an LED sign for the municipal campus text amendment approved by the Town Plan and Zoning Commission and would be moving forward with a formal application; the Board of Education had had a discussion about televising their meetings and were meeting with Nutmeg TV to discuss the process.

#### 3. Unionville Village Improvement Association Liaison Report

Mrs. Trimble reported that the Farmington Garden Club had partnered with Winterberry Gardens to fund raise for the flower baskets in Unionville and Farmington centers.

#### 4. Town Plan and Zoning Liaison Report

Mr. Mastrobattista reported that Center Plan Development had made an informal presentation for 298 apartments at the former Charles House site, and he expected they would be making a formal presentation within the next couple of months; the Junior Class at Farmington High School had had a text amendment approved to allow them to make an application for an LED sign for the municipal campus; Green Tea

had outdoor dining approved. Mr. Vibert reminded the public that UVIA was sponsoring a presentation on the Center Plan Development project for the Charles House property on May 27<sup>th</sup> at 7:00 p.m. in the police station.

**5. Water Pollution Control Authority Report**

Mrs. Trimble reported the next meeting would be May 13, 2015.

**6. Economic Development Commission Liaison Report**

Mr. Apuzzo reported the next meeting would be May 13, 2015 and reminded the Council that the next Business Breakfast hosted by Farmington Bank would be May 20, 2015. The speaker was Michael Freimuth, Executive Director of the Capital Region Development Authority and the law firm of Scully, Nicksa and Reeve were being honored for providing services in Town for over 40 years.

**7. Human Relations Commission Report**

Mrs. Suffredini reported the Commission had been very involved in the Gateway Committee and were very pleased with being able to input on the project.

**8. Chamber of Commerce Report**

Mr. Landry reported the Chamber had had their annual meeting the previous week and Brendan Moran was continuing as President for another year.

**9. Other Liaison Reports**

There were no other liaison reports.

**K. Report of the Town Manager**

Relay for Life

The Manager reported the Relay for Life Committee had asked the Town to contribute the overtime services of a police officer for 8 hours on May 16<sup>th</sup> as in-kind service. She was looking for Council consensus regarding the request.

Project Graduation

The Manager reported Project Graduation had asked the Town to contribute the overtime services of a police officer for 7 hours on June 17<sup>th</sup> as in-kind service. She was looking for Council consensus regarding the request.

Live Fire Training Facility

The Manager reported that between Avon and Farmington \$800,000 of the estimated \$1,000,000 needed had been raised. The Towns of Avon and Farmington had both agreed to contribute in-kind services toward the project. The Town Manager had authorized the project to go to bid in order to see if all the funding was in place with the addition of the in-kind services but would not allow construction to begin unless all funding was in place.

8-24 Update

The Manager reported that she had contacted the Town Attorney regarding the

Council's questions, and she expected a comprehensive legal opinion in the near future.

#### Memorial Day

The Manger reviewed the parade schedules for the Council.

#### High Street Correspondence

The Manager reported that she had sent the neighbors on High Street requests to the Traffic Review Board to begin to study the issue, work with the neighbors and put together preliminary recommendations. She had instructed the Traffic Review Board to broaden their scope and consider not just the traffic impact but other concerns that the residents and community had discussed.

#### Senate Bill #1

The Manager reported she had sent a letter to the Farmington Legislators outlining the Town's concerns with Senate Bill #1 regarding loss of income and increased taxes for the Town of Farmington recorded with these minutes as Agenda Item K-1.

#### Traffic Disruption Memo

The Manager reviewed the press release left at their places outlining the reasons for the traffic disruptions in town the previous two mornings recorded with these minutes as Agenda Item K-2.

The Chair asked for consensus regarding the requests for in-kind services from the the Relay for Life and Project Graduation. It was the consensus of the Council to provide the services.

Motion was made and seconded (Apuzzo/Landry) to accept the report of the Town Manager.

Adopted unanimously.

#### **L. Appointments**

1. Plainville Area Cable TV Advisory Council (Erickson) (R)
2. Plainville Area Cable TV Advisory Council (Landry) (R)
3. North Central Regional Mental Health Board, Inc. (Wienke) (R)
4. North Central Regional Mental Health Board, Inc. (Parady)
5. Farmington Valley Health District (Jones) (D)
6. Housing Authority (Cowdry) (R)
7. Building Code Board of Appeals (Schadler) (R)
8. Water Pollution Control Authority (McGrane) (U)
9. Tourism Central Region District (Bremkamp)
10. Green Efforts Committee (Grouten) (R)

There were no appointments made for Agenda Items L-1 through L-10.

11. Unionville Historic District and Properties Commission **Alternate** (Baker) (R)

Motion was made and seconded (Apuzzo/Landry) that Chris Forster be appointed to the Unionville Historic District and Properties Commission as an Alternate to fill a vacancy for the balance of a five-year term beginning immediately and ending September 30, 2016.

Adopted unanimously.

12. Unionville Historic District and Properties Commission **Alternate** (Hoffman)(R)

Motion was made and seconded (Apuzzo/Landry) that Robert Hoffman be appointed to the Unionville Historic District and Properties Commission as an Alternate to fill a vacancy for the balance of a three-year term beginning immediately and ending September 30, 2017.

Adopted unanimously.

**M. Old Business**

There was no old business conducted.

**N. New Business**

1. To consider and to act on a resolution authorizing the issuance of bonds to refund in whole or in part the balance of outstanding General Obligation Refunding Bonds, Issue of 2009, Series B, and General Obligation Bonds, Issue of 2009, Series C.

Motion was made and seconded (Apuzzo/Landry) to approve the motion recorded with these minutes as Agenda Item N-1.

Adopted unanimously.

2. To authorize the Town Manager to write a letter to Representative Elizabeth Boukus in support of the Town of Plainville initiative to join the Farmington-Burlington Probate district.

Motion was made and seconded (Apuzzo/Landry) to authorize the Town Manager to write a letter to Representative Elizabeth Bokus in support of the Town of Plainville initiative to join the Farmington Burlington Probate district.

Adopted unanimously.

3. To authorize the acceptance of a gift of property owned by Howard W. Griffin, Jr. located at Lot 5 Crescent Avenue (approximately 0.17 acres).

Motion was made and seconded (Apuzzo/Landry) to authorize the acceptance of a gift of property owned by Howard W. Griffin, Jr. located at Lot 5 Crescent Avenue (approximately 0.17 acres) subject to receipt of an acceptable environmental site assessment report; and subject to due diligence.

Adopted unanimously.

4. To authorize the reimbursement of property taxes paid for the 2014-2015 fiscal year for Lot 5 Crescent Avenue to Howard W. Griffin, Jr.

Motion was made and seconded (Apuzzo/Landry) to authorize the reimbursement of property taxes paid for the 2014-2015 fiscal year for Lot 5 Crescent Avenue to Howard W. Griffin, Jr.

Adopted unanimously.

5. To Award Bid # 221 "Irving A. Robbins School Site Improvements" to the low bid from J. Iapaluccio, Inc. of Brookfield, Connecticut at a cost of \$953,783.75.

Motion was made and seconded (Apuzzo/Landry) to award Bid # 221 "Irving A. Robbins School Site Improvements" to the low bid from J. Iapaluccio, Inc. of Brookfield, Connecticut at a cost of \$953,783.75.

Adopted unanimously.

6. To award a contract for "State Project 51-270", Construction Inspection Services, Farmington Avenue Sanitary Sewer Replacement, Garden Street to Mountain Spring Road" to Milone & MacBroom of Cheshire, Connecticut at a cost of \$410,658.08.

Motion was made and seconded (Apuzzo/Landry) to award a contract for "State Project 51-270", Construction Inspection Services, Farmington Avenue Sanitary Sewer Replacement, Garden Street to Mountain Spring Road" to Milone & MacBroom of Cheshire, Connecticut at a cost of \$410,658.08.

Adopted unanimously.

7. To approve the attached resolution which is required for ED049 Filing with the State of Connecticut for the Irving A. Robbins Roof project this summer.

Motion was made and seconded (Apuzzo/Landry) to approve the following resolution which is required for the ED049 Filing with the State of Connecticut for the IAR roof project which is scheduled to be undertaken this summer.

#### Resolution

To authorize the Board of Education, or a sub-committee appointed by the Board, to serve as the Building Committee for the Roof Replacement Project at the Irving A. Robbins Middle School,

And

Resolved, that the Town Council authorizes the Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Roof Replacement Project at Irving A. Robbins Middle School,

And

That the Town Council authorizes the preparation of schematic drawings and outline specifications for the Roof Replacement Project at Irving A. Robbins Middle School.

Adopted unanimously.

8. To set the Property Tax Rate and Solid Waste Special Service Charge for the 2015-2016 Fiscal Year.

Motion was made and seconded (Apuzzo/Landry) that a property tax rate of 25.1 mills be levied on the net taxable Grand List of October 1, 2014 in the amount of \$3,532,450,005 to meet the appropriations of the Town of Farmington for the fiscal year beginning July 1, 2015 through June 30, 2016,

And,

That such taxes shall be payable in equal installments on July 1, 2015 and January 1, 2016 except that property taxes as defined in Section 12-141 of the Connecticut General Statutes in an amount not in excess of one hundred dollars shall be due and payable in a single payment on July 1, 2015 as provided by Section 12-144 of the Connecticut General Statutes, and except that any tax on any motor vehicle shall be due and payable in full on July 1, 2015 as provided in Section 12-144(a) of the Connecticut General Statutes,

And,



That the Solid Waste Service Charge be set at \$235.00 for the fiscal year beginning July 1, 2015.

Adopted unanimously.

9. To transfer Uncollectible Property Taxes to the Suspense Tax Book.

Motion was made and seconded (Apuzzo/Landry) to transfer uncollectible property taxes to the Suspense Tax Book.

Adopted unanimously.

10. To authorize the Town Manager to sign a License Agreement for Use of Land and Building to Provide Municipal Continuing Education Support between the State of Connecticut and the Town of Farmington.

Motion was made and seconded (Apuzzo/Landry) to approve the motion recorded with these records as Agenda Item N-10.

Adopted unanimously.

11. To authorize the Town Manager to sign a Memorandum of Understanding with the Board of Education to relocate the Special Education Office to the Town Hall and to move the EXCL/Continuing Education Office to 1 Depot Place.

Motion was made and seconded (Apuzzo/Landry) to approve the motion recorded with these records as Agenda Item N-11.

Adopted unanimously.

12. To schedule a Special Town Council Meeting on June 16, 2015 at 6:00 pm in the Town Hall Conference Room "A" to discuss the Town Manager's Annual Performance Evaluation

Motion was made and seconded (Apuzzo/Landry) to schedule a Special Town Council Meeting on June 16, 2015 at 6:00 p.m. in the Town Hall Conference Room "A" to discuss the Town Manager's annual performance evaluation.

Adopted unanimously.

13. To set a public hearing on June 9, 2015 at 7:05 pm in the Town Hall Council Chambers to amend Chapter 98 "Fees" of the Farmington Town Code.

Motion was made and seconded (Apuzzo/Landry) to set a public hearing on June 9, 2015 at 7:05 p.m. in the Town Hall Council Chambers to amend Chapter 98 "Fees" of the Farmington Town Code.

Adopted unanimously.

14. To authorize the Town Manager to execute and deliver a contract with the Connecticut State Library for a Historic Documents Preservation Grant.

Motion was made and seconded (Apuzzo/Landry) resolved, that Kathleen Eagen, Town Manager is empowered to execute and deliver in the name and on behalf of the municipality a contract with the Connecticut State Library for a Historic Documents Preservation grant.

Adopted unanimously.

15. To approve property tax refunds.

Motion was made and seconded (Apuzzo/Landry) to approve the following property tax refunds:

<b>NAME</b>	<b>REASON</b>	<b>AMOUNT</b>
1) Rakesh Agarwal	Excess payment	\$1,351.41
2) Hanna Bielicki	Excess payment	\$554.10
3) Katherine Blonski	Excess payment	\$3,957.69
4) Chase Auto Finance	Excess payment	\$248.99
5) Brian Schuch	Excess payment	\$885.26
6) Barbara Emery	Excess payment	\$144.93
7) Tebucky Jones	Excess payment	\$477.34
8) Lori Ray	Excess payment	\$129.07
9) Rafael Tirado	Excess payment	\$32.19
10) Shailendra & Shweta Upadhyay	Excess payment	\$2,428.48
	<b>TOTAL:</b>	<b>\$10,209.46</b>

Adopted unanimously.

#### **O. Executive Session**

Motion was made and seconded (Apuzzo/Landry) to adjourn to Executive Session for the discussion of strategy and negotiations with respect to pending claims or pending litigation with the Town Council and Town Manager present at 8:37 p.m.

Adopted unanimously.

The Council returned to Open Session at 9:00 p.m.

**P. Adjournment**

Motion was made and seconded (Apuzzo/Landry) to adjourn the meeting at 9:00 p.m.

Adopted unanimously.

Respectfully submitted,

Paula B. Ray, Clerk

DRAFT

## PROCLAMATION

WHEREAS, the Boy Scouts of America help train the youth of our community with skills that will serve them well in the future, and

WHEREAS, many of our youth participate in activities of the Boy Scouts of America which benefit our community, and

WHEREAS, one of the crowning achievements of Boy Scouting is the attainment of the rank of Eagle Scout, and

WHEREAS, Spencer Pelham from Troop 68 Boy Scouts of America recently completed the requirements for Eagle Scout, and

WHEREAS, Spencer's project involved the installation of an orienteering course within the Farmington Memorial Town Forest, and

WHEREAS, Spencer worked to construct a course that included twelve posts within the forest, spaced at various distances around a central control point so that an orienteer can chart a course using any combination of posts, and

WHEREAS, as a result of Spencer's work orienteering enthusiasts now have a local course to be used to practice and to enrich orienteering skills.

NOW, THEREFORE, BE IT RESOLVED that on behalf of the Farmington Town Council we hereby extend to Eagle Scout Spencer Pelham our best wishes and we hereby proclaim May 13, 2015 as Spencer Pelham Day in Farmington, and

We hereby congratulate Spencer Pelham for the dedication and perseverance that he demonstrated in this effort.

Dated at Farmington, Connecticut this 12<sup>th</sup> day of May 2015.

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Nancy Nickerson, Chair  
Farmington Town Council

## RESOLUTION OF COMMENDATION

WHEREAS, the Stephen A. Flis Scholarship was established in 1985 and dedicated to Stephen A. Flis, who served as Town Manager of the Town of Farmington from 1955 to 1985, and

WHEREAS, the scholarship was established for Farmington residents seeking a college degree in Public Administration and/or Public Service, and

WHEREAS, Megan Klingner of Farmington submitted her application to the Stephen A. Flis Scholarship Committee, and

WHEREAS, the Stephen A. Flis Scholarship Committee unanimously chose Megan Klingner's application and has approved a scholarship award of \$500.00, and

WHEREAS, Megan's service as Crew Captain of the Farmington High School Crew Team, Girl Scouts for ten years, Bronze and Silver Awards at Farmington High School, Holy Family Retreat Center, her work in the Friend's Classroom, and

WHEREAS, Megan Klingner will be attending Central Connecticut State University, in New Britain, Connecticut where she can continue her dedication to public service.

NOW, therefore be it resolved, that the Farmington Town Council commends Megan Klingner on her scholarship award and hereby encourages her continued success with her future studies.

Dated at Farmington, Connecticut this 12<sup>th</sup> day of May 2015.

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Nancy W. Nickerson

Chair

Farmington Town Council

# Agenda Item K-1

THE TOWN OF FARMINGTON

INCORPORATED 1645



2015

State Senator Beth Bye  
Legislative Office Building, Room 3100  
Hartford, CT 06106

Representative Brian Becker  
Legislative Office Building, Room 4009  
Hartford, CT 06106

State Senator Terry Gerratana  
Legislative Office Building, Room 3000  
Hartford, CT 06106

Representative Mike Demicco  
Legislative Office Building, Room 4000  
Hartford, CT 06106

TOWN HALL  
1 MONTEITH DRIVE  
FARMINGTON, CONNECTICUT 06032-1053

INFORMATION (860) 675-2300  
FAX (860) 675-7140

Dear Senator Bye, Senator Gerratana, Representative Becker & Representative Demicco:

I wanted to take a moment to share some of the Town of Farmington's concerns regarding SB #1 AN ACT CONCERNING TAX FAIRNESS AND ECONOMIC DEVELOPMENT. In particular, the Town is concerned about the following components of the bill:

- The reconfiguration of PILOT reimbursements for colleges, hospitals and state property,
- The institution of a uniform statewide mill rate for motor vehicles, and
- The institution of a regional property tax base revenue sharing system.

**PILOT Reimbursements:** This bill would reconfigure the distribution of state funding to municipalities via the PILOT program by establishing statutorily-set reimbursement levels for state-owned, tax-exempt property. These levels would be consistent with the level of funding distributed to towns and cities in 2014. While setting reimbursement levels through state-statute would be helpful to ensure that municipalities are reimbursed adequately, the PILOT program should at least be funded at current levels. PILOT helps to fund critical municipal services and any additional cuts in funding would exacerbate the burden of the property tax and could result in cuts to local services.

**Statewide Mill Rate for Motor Vehicles:** As it is currently written, this bill would impose a uniform mill rate on motor vehicles beginning October 1, 2016. This tax would be collected by the state and then redistributed to municipalities. However, for the vast majority of Connecticut's towns, tax revenue from motor vehicles will be frozen at 2014 levels because the proposed disbursement calculation is heavily weighted in favor of more densely populated, less wealthy municipalities. The Town of Farmington is concerned that being subjected to a statewide mill rate will actually result in the Town collecting lower revenues and being unable to fund essential local services. Farmington is also concerned about the fact that the state will begin to collect motor vehicle taxes and then redistribute funds to the towns. This proposal should require that taxes remain collected at the local level.

**Regional Property Tax Base Revenue Sharing System:** The current bill also includes a proposal to establish a regional property tax base revenue sharing system. This revenue sharing system would require 40% of the tax base increase in commercial property assessments be deposited into an "area-wide tax base" pool. This pool would then be redistributed to municipalities based on population, fiscal capacity, and other municipal fiscal indicators. For municipalities with low revenue raising capacity, this proposal will result in growth. However for municipalities such as Farmington, this type of regional revenue sharing will result in revenue losses.

As I am sure you are aware, SB #1, as it is currently written, could be beneficial for Connecticut's cities and larger towns. However, for towns like Farmington, this bill could result in large revenue losses that will prevent Farmington from providing its residents with the premium level of public services to which they are accustomed. I respectfully request that you consider the potential impacts that SB #1 would have on all 169 municipalities in order to protect towns like Farmington from potential revenue losses. I would like to thank you in advance for advocating for us on this matter.

Sincerely,

Kathleen A. Eagen  
Town Manager

AN EQUAL OPPORTUNITY EMPLOYER

Internet Address [www.farmington-ct.org](http://www.farmington-ct.org)



**Press Release**

**Road Work – Update Traffic Distribution Route 4 Farmington.**

**May 12, 2015**

The Town is conducting a night time Sewer replacement project along Route 4 for a section of sanitary sewer main along Farmington Avenue (Route 4) that begins just west of Garden Street and ends at Mountain Spring Road. The contractor is required to work nights beginning at 8:00 PM and ending at 5:00 AM. Alternating one-way traffic is expected during these hours.

Two unexpected situations have recently occurred that have required the contractor to work beyond his standard working period. During the evening of Friday May 8, 2015, a safety related surface condition was noted that required the Town to immediately shut down one lane of traffic. Crews were sent out as soon as possible and repairs were made immediately. All existing lanes were reopened as soon as the repairs were made.

The second event occurred during the early hours of Tuesday May 12th, when a sewer pipe failed underground and emergency repairs were needed. When the failure was noted, the construction company was immediately reassigned to restoring all lanes of traffic as soon as possible. Farmington Police were also called to the site to assist in managing the flow of traffic and the traffic lights. These repairs were not able to be complete until after 8:00 am which delayed the opening of the road.

Exasperating the backups that resulted from these construction activities were unrelated motor vehicle accidents along Route 4.

The Town is sensitive that these unexpected delays were very disruptive but they were unavoidable. In these situations, the safety of the public and the construction workers is critical and had to be addressed immediately, which resulted in daytime lane closures. The Town is hopeful that these types of delays will be limited through- out the duration of the project.

**MOTION:**

Agenda Item N-1

To consider and act on the attached resolution authorizing the issuance of bonds to refund in whole or in part the balance of the Town's outstanding \$16,385,000 General Obligation Refunding Bonds, Issue of 2009, Series B and \$1,250,000 General Obligation Bonds, Issue of 2009, Series C, and to pay the issuance costs of the refunding bonds.

**NOTE:** In working with the Town's fiscal advisor and the underwriting firm of Piper Jaffrey a potential opportunity has been identified to refund the outstanding balance of principal and interest on two bond issues from 2009. These two issues are callable on September 15, 2015 so this would be an advanced refunding. If the refunding opportunity is successful there is a potential to save up to \$280,000 in interest expense over the remaining six (6) years on the bonds. The current principal repayment schedule would not be affected. If the Town Council approves the resolution, a sale will be set for later in the month of May depending upon market conditions.

Staff will be available at the meeting to answer any questions on the motion and resolution.

Attachment



**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF FARMINGTON**

**AUTHORIZING THE ISSUANCE OF REFUNDING BONDS FOR PAYMENT OF ALL OR A PORTION OF THE OUTSTANDING PRINCIPAL OF AND INTEREST AND ANY CALL PREMIUM ON THE TOWN OF FARMINGTON'S \$16,385,000 GENERAL OBLIGATION REFUNDING BONDS, ISSUE OF 2009, SERIES B, AND \$1,250,000 GENERAL OBLIGATION BONDS, ISSUE OF 2009, SERIES C, AND COSTS RELATED THERETO**

RESOLVED,

(a) That the Town of Farmington issue its refunding bonds, in an amount not to exceed EIGHT MILLION DOLLARS (\$8,000,000), the proceeds of which are hereby appropriated: (1) to fund one or more escrows, and to apply the balance held in such escrows, together with the investment earnings thereon, to the payment in whole or in part, as to be determined by the Town Manager and the Treasurer of the Town, of the outstanding principal of and interest and any call premium on the Town's \$16,385,000 General Obligation Refunding Bonds, Issue of 2009, Series B (consisting at original issue of \$11,341,500 General Purpose Refunding Bonds and \$5,043,500 School Refunding Bonds) and \$1,250,000 General Obligation Bonds, Issue of 2009, Series C (consisting at original issue of \$1,250,000 General Purpose Bonds), including the payment of interest accrued on said bonds to the date of payment, and (2) to pay costs of issuance of the refunding bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, bond insurance premiums, net interest and other financing costs and other costs related to the payment of the outstanding bonds described above. The refunding bonds shall be issued pursuant to Section 7-370c of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(b) That the Town Manager and the Treasurer of the Town shall sign the bonds by their manual or facsimile signatures. The Town Manager and the Treasurer are authorized to determine the bonds to be redeemed and the amount, date, interest rates, maturities, redemption provisions, form and other details of the refunding bonds; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds and escrow agent with respect to the refunding escrow or escrows to be funded with proceeds of the bonds; to provide for the keeping of a record of the bonds; to sell the bonds at public or private sale; to deliver the bonds; and to perform all other acts which are necessary or appropriate to issue the bonds.

(c) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs of the refunding may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the

refunding. The Town Manager and the Treasurer are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(d) That the Town Manager and the Treasurer are authorized to make representations and enter into written agreements for the benefit of holders of the bonds to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds.

(e) That the Town Council, the Town Manager, the Treasurer and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to enable the Town to effectuate the refunding of all or a portion of the Town's outstanding \$16,385,000 General Obligation Refunding Bonds, Issue of 2009, Series B and \$1,250,000 General Obligation Bonds, Issue of 2009, Series C, and to issue refunding bonds authorized hereby for such purposes, including, but not limited to, the entrance into agreements on behalf of the Town with underwriters, trustees, escrow agents, bond insurers and others to facilitate the issuance of the refunding bonds, the escrow of the proceeds thereof and investment earnings thereon, and the payment of the outstanding bonds in whole or in part.

(f) That the above authorization to issue refunding bonds shall lapse on June 30, 2016.

MOTION:

Agenda Item N-10

To authorize the Town Manager to sign the attached License Agreement for Use of Land and Building to Provide Municipal Continuing Education Support between the State of Connecticut and the Town of Farmington.

NOTE: The Town Council reviewed this issue at its April 6, 2015 meeting. I have attached a copy of the section of the Manager's Report from the April 6<sup>th</sup> meeting pertaining to this issue for your review, as well as the actual License Agreement.

Attachment

## **1 Depot Place— Unionville Train Depot**

The Superintendent of Schools would like to relocate the Special Education office from Noah Wallace School to the Town Hall. This can be accomplished by moving the EXCL/Continuing Education Offices to another location. These offices are presently housed in the lower level of the Town Hall.

The State of Connecticut owns a building in Unionville which was leased to a private business for many years. The address is 1 Depot Place and is more commonly known as the Unionville Train Depot. The State of Connecticut has been looking to lease this property. The EXCL/Continuing Education staff expressed an interest in leasing the property from the State of Connecticut for their Administrative offices. For that reason the Town/School contacted the State of Connecticut to express interest in a lease agreement with the State of Connecticut. Over the last few months we have been working with the State on a standard State of Connecticut License Agreement between the Town of Farmington and the State of Connecticut. The State has agreed to a thirty year lease with the Town of Farmington at no cost to the Town. The Town of Farmington, not the Board of Education will be required to sign the License agreement.

The License Agreement states that the EXCL/Continuing Education Program would renovate 1 Depot Place and would be responsible for all future costs and liability associated with the building and land including any capital expenditures as long as the EXCL/Continuing Education Program occupies and uses the building. Once the renovations are complete the EXCL/Continuing Education Program would relocate their offices to 1 Depot Place, as soon as operationally feasible. The relocation would be paid for by the EXCL/Continuing Education Program not the Town. As stated above, the Agreement is for 30 years rent free. There is also language included in the Agreement that would allow the Town of Farmington to use the building for other municipal/commercial uses during the 30 year period if the Town chooses to do so.

In addition to the State lease agreement, I recommend that the Town of Farmington enter into a Memorandum of Understanding with the Board of Education as it relates to 1 Depot Place and the Town Hall office space. I recommend the following concepts be included in the Memorandum of Understanding.

### **If Town requires the use of Unionville Train Depot during the 30-year lease**

- 1) If the Town requires the long-term use of the Unionville Train Depot for a municipal or commercial purpose which would result in the need for the Board of Education EXCL/Continuing Education program to vacate the premises, the Town will work with the Board of Education to find suitable space within the Town for the relocation of the administrative offices of the EXCL/Continuing Education program. The Town would also give the EXCL/Continuing Education program sufficient time to vacate the premises.

- 2) Once suitable space is located and improved to meet the needs of the EXCL /Continuing Education program, the program would vacate the Unionville Train Depot. The Board of Education would be responsible for all restoration, and renovation for the new location.
- 3) If the relocation occurs within ten (10) years of initial occupancy by the EXCL/Continuing Education program, the Town will reimburse the Board of Education for the cost of the initial improvements to the Unionville Train Depot. The amount of the reimbursement will be on a prorated basis. No reimbursement will be required if the EXCL/Continuing Education program occupies the Unionville Train Depot for 10 years or longer.

### **Use of 1 Depot Place by the Town of Farmington**

- 1) If the Town needs to use 1 Depot Place on a temporary basis for other types of uses allowable under the State License agreement, the Board of Education EXCL/Continuing Education program will allow the Town to do so without charge. It has been agreed that the Town may use basement space for storage on a long term basis without charge.

### **Relocation of Board of Education Special Education Offices to Town Hall**

- 1) The Farmington Board of Education's Special Education Offices will relocate of the space in Town Hall vacated as a result of the move of the EXCL /Continuing Education program to the Unionville Train Depot. The Board of Education will work with the Town on a renovation plan for the vacated Town Hall space that is mutually beneficial to the Board of Education and the Town.
- 2) The Town Manager shall have final approval on the design of the Town Hall space and no work will commence until the final approval is granted by the Town Manager.
- 3) The Board of Education will be responsible for all renovation costs to the Town Hall space that the EXCL /Continuing Education program vacates.
- 4) Should the Board of Education decide to relocate the Special Education Offices out of the renovated Town Hall space, the space will be restored to the Town to use as it wishes.

If these concepts are acceptable to the Town Council I will have two action items on the May 12, 2015 Town Council meeting agenda.

- Motion to Authorize the Town Manager to sign a License Agreement with the State of Connecticut

- Motion to Authorize the Town Manager to sign a Memorandum of Understanding with the Board of Education.

RECORDED IN \_\_\_\_\_ LAND RECORDS

AT VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

Agreement No. 12.02-01(14)

LICENSE AGREEMENT FOR USE OF LAND AND BUILDING  
TO PROVIDE FOR MUNICIPAL CONTINUING EDUCATION SUPPORT

BETWEEN

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

AND

TOWN OF FARMINGTON  
RAIL FILE NO. (51) 7001-MISC-1471

THIS LICENSE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Carl L. Jackson, Transportation Public Transit Administrator, Bureau of Public Transportation, duly authorized, hereinafter referred to as the State, and the Town of Farmington, a municipal corporation having its territorial limits within the County of Hartford, State of Connecticut, having a principal place of business at Town Hall, 1 Monteith Drive, Farmington, Connecticut 06032-1053, acting herein by Kathleen A. Eagen, Town Manager, hereunto duly authorized, hereinafter referred to as the Licensee.

WITNESSETH: THAT,

WHEREAS, the Licensee has requested permission to renovate, maintain and occupy a building on a parcel of land along the landbanked Avon Secondary Rail Line for administrative use by the Licensee's Public Schools EXCL/Continuing Education Department, and

WHEREAS, the State has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this License.

NOW, THEREFORE, KNOW YE THAT:

The State does hereby grant to the Licensee, subject to all the stipulations, restrictions, specifications and covenants herein contained, the right to use and occupy certain land situated in the Town of Farmington, County of Hartford and State of Connecticut, within the railroad right-of-way, along the southern side of the landbanked Avon Secondary Line and on the southeasterly side of Plainville Avenue (Route 177), with appurtenances thereon, consisting of 0.175 acre, more or less, as shown on the sketch on Page 5a, entitled "Town of Farmington, Sketch Showing Land and Building Licensed to The Town of Farmington, by the State of Connecticut, Valuation Map 56-60-3, Scale 1" = 50', November 2014, Bureau of Public Transportation - Office of Rail Operations," Town No. 51, Project No. 7001- MISC, Serial No. 1471, Sheet 1 of 1, hereinafter referred to as the "Premises". There is a building owned by the State and registered with the State Historic Preservation Office, with an exterior landing, ramp and stairs, as well as paved parking spaces and fencing, located on the Premises, hereinafter and collectively referred to as the "Facilities".

1. The term of this Agreement shall commence on the date this Agreement is approved as to form by the Connecticut Attorney General's Office ("AGO") and shall continue for a period of thirty (30) years, unless otherwise terminated by either party, as hereinafter defined.
2. The Licensee shall pay the State, upon execution hereof, the sum of Zero Dollars (\$0.00) per month, in advance; payable by or before the first day of each month, as a license fee for the right to use and occupy the Premises herein granted for the thirty (30) year term hereof. Additionally, the Licensee shall pay to the State, upon execution hereof, the sum of Zero Dollars (\$0.00) as a one-time service charge to defray the costs and expenses incident to the preparation of the Agreement.
3. This Agreement may be terminated by the Licensee by providing the State with ninety (90) days written notice or by the State by providing the Licensee one hundred eighty (180) days written notice in the event the Premises is needed for transportation purposes. Upon expiration of said notice period, this Agreement shall be null and void and all rights of the Licensee herein shall end and terminate. Notwithstanding the notice period in this clause, the State reserves the right to terminate this Agreement at any time upon violation of any of the terms hereof by the Licensee.
4. Insurance.

(a) The Licensee agrees, and shall ensure that its representatives and/or subcontractor(s) agree(s), to secure and maintain during the period of time that any of them utilize the Premises, with the State being named as an additional insured party for subparagraphs (a)(i) and (a)(ii) below, the following minimum liability insurance coverage regarding the said Premises at no cost to the State.



In the event the Licensee secures excess/umbrella liability insurance to meet the minimum requirements specified in subparagraphs (a)(i) and (a)(ii) below, the State shall be named as an additional insured.

(i) Commercial General Liability Insurance, including Contractual Liability Insurance, providing a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons in any one accident or occurrence, and for all damages arising out of injury to, or destruction of, property in any one accident or occurrence, and subject to that limit of per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to, or destruction of, property during the policy period; and

(ii) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons in any one accident or occurrence, and for all damages arising out of injury to, or destruction of, property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the Automobile Liability Insurance coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000); and

(iii) With respect to any work involving the construction, renovation or improvement of the Facilities, Builders Risk Insurance providing coverage for the work on the Facilities must be obtained. Coverage shall be on a Completed Value form basis in an amount equal to the value of the Facilities. Receipt of payment by the Municipality under such policy shall not affect the obligations of the Municipality set forth in Article 5 of this Agreement.

(b) In conjunction with the above coverage(s), the Licensee agrees to furnish to the State a Certificate of Insurance on a form acceptable to the State, fully executed by either (i) an insurance company or companies satisfactory to the State or, (ii) by the Licensee or its corporate parent if the Licensee elects to satisfy the insurance requirements hereunder pursuant to a self-insurance program, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(c) The Licensee shall produce, within five (5) business days, evidence of all applicable insurance policies or self-insurance, as appropriate, when requested by the State. In providing said policies or proof of self-insurance, the Licensee may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

(d) If the Licensee elects to be self-insured rather than acquiring coverage from an insurance company, the Licensee shall ensure to the State that it is adequately protected. The Licensee shall submit a notarized statement from an authorized representative providing the following:

- 1) That the Licensee is self-insured.
- 2) That the Licensee has established a reserve fund that satisfies the minimum requirements set forth in the Agreement for the payment of claims.
- 3) That the Licensee shall indemnify and hold the State harmless.
- 4) The name, title and address of the person to be notified in the event of a claim.

5. Construction, Operation, Maintenance, Repair and Replacement of the Facilities.

(a) The Facilities shall be constructed substantially in accordance with the scope of work, hereinafter referred to as the "Plans", contained in Exhibit A on page 4b hereto. No material upgrade to, or modification of, the Facilities shown in the Plans shall be performed except upon permission, in writing, granted by the State which permission will not be unreasonably withheld, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which occupancy herein provided is situated, and having jurisdiction in the Premises or Facilities such as in particular for applicable items in the Plans, the State Historic Preservation Office, has, by ruling or other general order, determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal or relocation, then said ruling or general order shall prevail for the occupancy herein mentioned. The cost of each such upgrade to, or modification of, the Facilities shall be borne by the Licensee.

(b) The Licensee shall be responsible for maintaining, repairing and replacing the Facilities, and the cost of such maintenance, repair and replacement shall be borne by the Licensee.

(c) Licensee may request some other municipal use of the Premises, which request shall not be unreasonably withheld.

6. Material Modifications to the Facilities. If the Licensee desires or is required, as herein provided, to materially revise, add to or alter the aforementioned Facilities, the Licensee shall submit plans to the State and obtain its written approval before any work or alteration of the Facilities is performed, provided that the State's

approval shall not be unreasonably withheld and all such work and alterations shall be performed by the Licensee at the sole cost and expense of the Licensee, and the terms and conditions of this Agreement with respect to the original Facilities shall apply thereto.

7. Railroad's Standard Specifications. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant contained in the "STANDARD RAILROAD LICENSE SPECIFICATIONS & COVENANTS FOR RESTRICTED LAND USE, WIRE, PIPE, CABLE AND/OR PRIVATE GRADE TRANSVERSE CROSSINGS AND/OR LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY, January 1, 2014, Connecticut Department of Transportation, Bureau of Public Transportation, Office of Rail, Property Management Unit" (hereinafter, the "Specifications & Covenants"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same were incorporated herein, it being understood and agreed by the parties hereto that the said Specifications & Covenants is and shall remain on file in the offices of the State and of the Licensee identified on page -1- hereof.

8. It is further mutually understood and agreed by the parties hereto that this Agreement is made, in addition to Article 7 hereinabove, subject to the following special specifications and covenants:

(a) In the event of any conflict between the terms and provisions set forth in the Agreement with those in the Specifications & Covenants, such conflict shall be resolved in favor of the terms and provisions in the Agreement.

(b) Item (17) of the attached "Specifications & Covenants" is hereby amended by deleting the words "and Facilities" on the 2<sup>nd</sup> line thereof.

(c) Item (18) of the attached "Specifications & Covenants" is hereby amended by adding the following wording after the word "improvements" on the 1<sup>st</sup> line thereof:

"with the exception of those noted and agreed to in the Plans described in Exhibit A, attached to and made part of the Agreement, as further revised and agreed to,"

(d) Item (19) of the attached "Specifications & Covenants" is hereby amended by deleting the words "with the exception of the Facilities," on the 1<sup>st</sup> and 2<sup>nd</sup> lines thereof and the word "other" on the 2<sup>nd</sup> line thereof.

//////////////////////////////////// Last Item //////////////////////////////////////

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
James F. Redeker, Commissioner

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)  
Carl L. Jackson  
Transportation Public Transit  
Administrator  
Bureau of Public Transportation

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

WITNESSES:

LICENSEE  
TOWN OF FARMINGTON

\_\_\_\_\_  
Name:

By \_\_\_\_\_  
Kathleen A. Eagen  
Town Manager

\_\_\_\_\_  
Name:

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

STATE OF CONNECTICUT)
) ss: Newington A.D., 2015
COUNTY OF HARTFORD )

Personally appeared for the State, Carl L. Jackson, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Transportation Public Transit Administrator, Bureau of Public Transportation, before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT)
) ss: A.D., 2015
COUNTY OF )

Personally appeared as the Second Party, Kathleen A. Eagen, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of Farmington, and her free act and deed as Town Manager, before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

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

EXHIBIT A

**Farmington Board of Education  
Town of Farmington, CT  
FARMINGTON EXTENDED CARE & LEARNING**

Planned scope of work to be completed at Unionville Train Depot

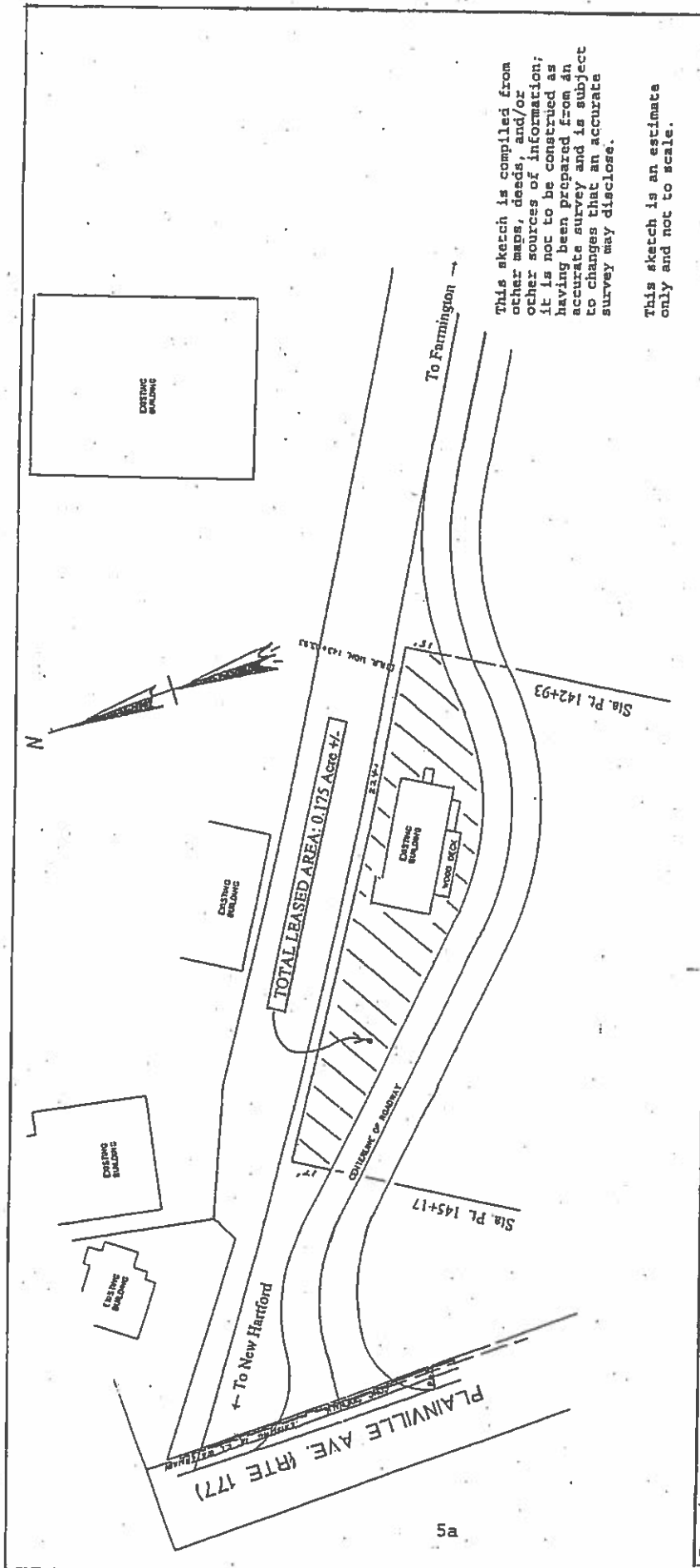
**EXTERIOR**

1. Remove old ramp and stairs and install a new landing with a ramp and rails to match existing size (ADA compliant)
2. Re-point and re-flash the chimney with aluminum flashing
3. Replace crown molding on gable ends of the roof overhang
4. Scrape, prime and paint all trim, overhang and existing old doors (two coats)
5. Remove AC unit from the existing exterior door and repair the door
6. Remove old windows, make a template for each of the 17 openings and install 17 new windows divided light, insulated, vinyl clad windows with wood interiors
7. Re-point approximately 1000 sq. ft. of brick on the exterior of the building
8. Remove all brush and trees around the train station and lay down topsoil and seed

**INTERIOR**

1. Replace 10 stained pre-hung ceiling tiles
2. Paint basement walls with Drylock
3. Block window opening in the area of the new kitchenette and remove blocking installed in the old doorway
4. Install a new kitchenette: sink, cabinets and counter top (6' long)
5. Gut existing bathroom, move the wall 3', install new ADA bathroom (tile floor, sink, urinal, toilet, mirror and door) and sheetrock the walls
6. Build two offices at one of the building approximately 10'x13' with new half glass doors and door frames
7. Paint all interior walls, trim and windows
8. Install a refrigerator
9. Insulate the attic ceiling

*Disclaimer: If there is other work beyond that listed above that would be done to meet building code and maintain the historic appearance and to meet the objective of administrative office space and appropriate needed access for the general public to the building, please include a description of the additional work along with an estimate.*



This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

This sketch is an estimate only and not to scale.

Date:	Revision	Req. By:

TOWN NO. 5L  
 PROJECT NO. 7001-MISC.  
 SERIAL NO. 1471  
 SHEET NO. 1 of 1

Drawn By: R. Bortanski Date: 11/26/14  
 Checked By: J. Thomas Date: 11/26/14

TOWN OF FARMINGTON  
 Sketch Showing Land Licensed to  
 The Town of Farmington  
 By  
 THE STATE OF CONNECTICUT  
 Valuation Map 56-60-3  
 Scale 1" = 50' November 2014  
 Bureau of Public Transportation - Office of Rail Operations



STANDARD RAILROAD LICENSE

SPECIFICATIONS & COVENANTS

FOR RESTRICTED LAND USE, WIRE, PIPE, CABLE AND/OR PRIVATE GRADE  
TRANSVERSE CROSSINGS AND/OR LONGITUDINAL OCCUPATIONS WITHIN THE  
RAILROAD RIGHT OF WAY

January 1, 2014  
(Municipality as Licensee)

Connecticut Department of Transportation  
Bureau of Public Transportation  
Office of Rail  
Property Management Unit

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Licensee Parties" as used herein is defined as a Licensee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Licensee is in privity of oral or written contract and the Licensee intends for such other person or entity to perform under the Agreement in any capacity.

The term "Plans" as used herein is defined as drawings and/or documents that describe the Facilities to be and/or actually constructed and/or installed on the Premises.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Licensee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as the State of Connecticut, including the Department of Transportation ("Department") and any office, department, board, council, commission, institution or other agency or entity of the State.

- (1) The Licensee hereby releases and waives all right or alleged right at any time to ask for or demand damages from the State or its employees, that have occurred or may occur to the Licensee, to the Facilities, or to any property owned by or in possession or control of the Licensee, or the Licensee's officers, employees or agents, while below, upon, or above the Premises, including loss of use thereof, and whether or not due to the fault, failure or negligence of the State; and the Licensee further covenants and agrees to indemnify, protect and save harmless the State from and against all loss, cost, damage and expense, and claims and demands therefor, caused by or in connection with the presence, location, use, construction, condition, maintenance, repair, renewal, or removal of the Facilities, or the facilities of the Licensee used in connection therewith, or injury or damage caused thereto or thereby, and whether to the property of the State or to property in its possession, control or custody, to its employees, patrons or licensees, or to persons or property of others who may seek to hold the State liable therefor, and whether attributable in whole or in part to the fault, failure or negligence of the State.
- (2) (a) The Licensee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any

and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Licensee or Licensee Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Licensee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Licensee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Licensee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Licensee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Licensee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Licensee or any Licensee Parties. The State shall give the Licensee reasonable notice of any such Claims.

(d) The Licensee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Licensee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Licensee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Licensee shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(3) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

- (4) The burden of obtaining all permits and approvals which may be necessary or appropriate shall be upon the Licensee and shall be at the sole risk, cost and expense of the Licensee whose responsibility it shall be to comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the State, and the Licensee hereby agrees to indemnify, protect and save harmless the State.
- (5) As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the State or its property by reason of the construction of said Facilities of the Licensee, and the Licensee covenants and agrees to pay to the State promptly when billed therefor, the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the State or its property by reason of the construction and maintenance of said Facilities of the Licensee.
- (6) Neither the Premises nor the Facilities shall be assigned or sublet by the Licensee.
- (7) The Licensee agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the said Premises is located, regarding health, nuisance, fire, highways, and sidewalks, so far as the said Premises is or may be concerned.
- (8) The Licensee shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Licensee under this Agreement, unless otherwise specified in the Agreement.
- (9) The Licensee agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for orderly use of the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Licensee.
- (10) The Licensee agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances as better defined in Item (31) herein, to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of junk shall be permitted to be stored in or upon the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials, boxes, barrels, packages, waste paper or other articles.

The Licensee further agrees it shall not allow any unregistered or abandoned motor vehicles or trailers to remain on the Premises and shall cause the same to be removed. The Licensee shall not allow any boats to be stored on the Premises.

- (11) The State shall have the right to inspect the Premises at any time, and to repair,

maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Licensee by letter of its intention, if possible, stating the time when such work is to be performed. However, if an emergency arises, a telephone call from the State shall suffice. The Licensee agrees that upon being notified by the State, the Licensee shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.

- (12) The Licensee shall not erect on-premises signs, displays, or devices on the Premises, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.
- (13) If deemed necessary by the State, the Licensee agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing.
- (14) If deemed necessary by the State, the Licensee agrees to install and maintain, at its own expense, fencing or other device suitable to the State around the Premises, so as to control ingress and egress of vehicles and persons to and from the Premises.
- (15) If deemed necessary by the State, the Licensee agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.
- (16) The Licensee shall not remove sand, gravel or other fill material from the Premises.
- (17) Upon termination of this Agreement for any reason, the Licensee will vacate the Premises, remove all of its personal property and Facilities from the Premises at its own expense, and hereby agrees that no relocation benefits of any kind will be paid to the Licensee by the State, time shall be of the essence.
- (18) The Licensee agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and/or the appropriate Federal Regulatory Agency, if required. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage, and landscaping. The State shall neither unreasonably delay its decision nor shall it unreasonably withhold its approval.
- (19) It is further agreed that at the termination of this Agreement for any reason, with the exception of the Facilities, no other improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall be removed from the Premises and shall become the property of the State, and the Licensee shall restore the Premises to the same physical condition existing immediately before the

execution of this Agreement, at no expense to the State. In the event the Licensee shall not fulfill this obligation within a reasonable time when requested by the State, the State shall, at its option, arrange to have the work done and shall bill the Licensee for all expenses incurred. The Licensee shall promptly pay when billed without recourse.

- (20) The Licensee shall record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the said Premises is located, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Licensee to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Agreement without notice.
- (21) The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Licensee as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.
- (22) The Licensee shall make all payments to the State by check, made payable to "Treasurer, State of Connecticut" and addressed to the "Revenue Accounting Unit, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".
- (23) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensee's request, the Department shall provide a copy of these orders to the Licensee.
- (24) As a condition to receiving federal financial assistance under the License, if any, the Licensee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar

Instruments" attached hereto, all of which are hereby made a part of this License.

- (25) The Licensee hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.
- (26) It is mutually understood and agreed by the parties hereto that any "Official Notice" from one such party to the other such party, in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P. O. Box 317546  
Newington, Connecticut 06131-7546;

(ii) When the Licensee is to receive such Notice -

The person(s) acting herein as signatory for the Licensee;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and identify and describe the subject matter thereof.

The term "Official Notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is(are) to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

- (27) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Licensee, if any, shall only be exercised by the Licensee by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days prior to the effective date of such extension.
- (28) (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Licensee's and Licensee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Licensee shall maintain, and shall require each of the Licensee Parties to maintain, accurate and complete Records. The Licensee shall make all of its and the Licensee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Licensee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Licensee shall keep and preserve or cause to be kept and preserved all of its and Licensee Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Licensee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Licensee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Licensee shall cooperate with an exit conference.
- (f) The Licensee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Licensee Party.
- (29) Suspended or debarred contractors, licensees, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Licensee shall constitute certification that to the best of its knowledge and belief the Licensee or any person associated therewith in



the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
- (iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the Licensee is unable to certify to any of the statements in this certification, the Licensee shall attach an explanation to this Agreement.

The Licensee agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts, and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participant(s) certify, by submission of its/their proposal, that neither its/their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (ii) Where the prospective subcontractors, sub-subcontractors participant(s) are unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.
- (30) This clause applies to those Licensees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Licensee represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the

Licensee to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Licensee. The Licensee warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

- (31) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Licensee shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Licensee shall not store, generate or use any Hazardous Substances at, on, or under the Premises.

- (32) In addition to Item (2) of these Standard Specifications, the License hereby agrees as follows:

The Licensee shall or if the Licensee is one of several licensees, the Licensee shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Licensee, or (ii) the disposal or alleged disposal

of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Licensee.

- (33) All the Licensee's obligations hereunder shall survive this Agreement or any other agreement or action, including, without limitation, any consent decree, or order, between the Licensee and the government of the United States or any department or agency thereof, the State and/or the Municipality.
- (34) The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Licensee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (35) It is understood and agreed by the parties hereto, that the Licensee shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Licensee, unless requested to do so by the State.
- (36) The Licensee agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Licensee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- (37) Drainage: If deemed necessary by the State, the Licensee agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Licensee's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.
- (38) For purposes of this paragraph, the term "State" shall mean the agency through which this Agreement was entered into on behalf of the State of Connecticut. The Licensee, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all records required by law to be generated by it with respect to

environmental conditions on the Premises which are the subject of this Agreement, and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law. Within twenty-four (24) hours following the occurrence of any Event, the Licensee shall notify the State of the same in writing. Said notification to the State shall be in addition to, and not in lieu of, any and all other record keeping and reporting requirements imposed upon the Licensee by law. Upon written request by the State, the Licensee shall permit the State to inspect the Premises and any and all records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. The Licensee hereby waives any claim of privilege that may attach to said records.

- (39) This Agreement, when fully executed by all parties, and this "STANDARD RAILROAD LICENSE SPECIFICATIONS & COVENANTS FOR RESTRICTED LAND USE, WIRE, PIPE, CABLE, AND/OR PRIVATE GRADE TRANSVERSE CROSSINGS AND/OR LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY", together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

Rev. 11/28/14 RJB

## TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



# CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

**SUBJECT:** Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney  
Office of Legal Services

For questions, contact the Ethics  
Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. *Gifts:* DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web-site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. *Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:* Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. *Gift Exchanges Between Subordinates and Supervisors/Senior Staff:* A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. *Acceptance of Gifts to the State:* A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. *Charitable Organizations and Events:* No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. *Use of Office/Position for Financial Gain:* DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).  
  
DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. *Other Employment:* DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.



No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

#### Training for DOT Employees


A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.as](http://www.ct.gov/ethics/site/default.as)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

**MOTION:**

**Agenda Item N-11**

To authorize the Town Manager to sign the attached Memorandum of Understanding dated May 13, 2015 with the Board of Education to relocate the Special Education Office to the Town Hall and to move the EXCL/Continuing Education Office to 1 Depot Place.

**NOTE:** The Town Council reviewed this issue at its April 6, 2015 meeting.

Attachment

**Office of the Town Manager  
Memorandum**

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**TO:** Mary Grace Reed, Chair Board of Education  
Kathleen Greider, Superintendent of Schools

**FROM:** Kathleen Eagen, Town Manager

**RE:** Letter of Understanding / 1 Depot Place

**DATE:** May 13, 2015

As you know, the Superintendent of Schools would like to relocate the Special Education office from Noah Wallace School to the Town Hall. This can be accomplished by moving the EXCL/Continuing Education Offices to another location. These offices are presently housed in the lower level of the Town Hall.

The State of Connecticut owns a building in Unionville which was leased to a private business for many years. The address is 1 Depot Place and is more commonly known as the Unionville Train Depot. The State of Connecticut has been looking to lease this property. Over the last few months we have been working with the State on a standard State of Connecticut License Agreement between the Town of Farmington and the State of Connecticut. The State has agreed to a 30-year lease with the Town of Farmington at no cost to the Town. The Town of Farmington, not the Board of Education, will be required to sign the License agreement. The Town Council authorized me to sign the agreement at its May 12, 2015 Town Council meeting.

The License Agreement states that the EXCL/Continuing Education Program would renovate 1 Depot Place and would be responsible for all future costs and liability associated with the building and land including any capital expenditures as long as the EXCL/Continuing Education Program occupies and uses the building. Once the renovations are complete and it is operationally feasible, the EXCL/Continuing Education Program will relocate their offices to 1 Depot Place. The relocation will be paid for by the EXCL/Continuing Education Program, not the Town. There is also language included in the Agreement that would allow the Town of Farmington to use the building for other municipal/commercial uses during the 30-year period if the Town chooses to do so.

The Town and the Board agree that if the Town requires the long-term use of the Unionville Train Depot for a municipal or commercial purpose which would result in the need for the Board of Education EXCL/Continuing Education program to vacate the premises, the Town would work with the Board of Education to find suitable space within the Town for the relocation of the administrative offices of the EXCL/Continuing Education program. The Town would also give the EXCL/Continuing Education program sufficient time to vacate the premises.

The Town and the Board also agree that once suitable space is located and improved to meet the needs of the EXCL /Continuing Education program, the program would vacate

the Unionville Train Depot. The Board of Education would be responsible for all restoration, and renovation for the new location.

Furthermore, the Town and the Board agree that if the relocation occurs within ten (10) years of initial occupancy by the EXCL/Continuing Education program, the Town will reimburse the Board of Education for the cost of the initial improvements to the Unionville Train Depot. The amount of the reimbursement will be on a prorated basis. No reimbursement will be required if the EXCL/Continuing Education program occupies the Unionville Train Depot for 10 years or longer.

If, during the time of the agreement, the Town needs to use 1 Depot Place on a temporary basis for other types of uses allowable under the State License agreement, the Board of Education EXCL/Continuing Education program will allow the Town to do so without charge. It has been agreed that the Town may use basement space for storage on a long-term basis without charge.

The Farmington Board of Education's Special Education Offices will relocate to the space in Town Hall vacated as a result of the move of the EXCL /Continuing Education program to the Unionville Train Depot. The Board of Education will work with the Town on a renovation plan for the vacated Town Hall space that is mutually beneficial to both the Board of Education and the Town.

However, the Town Manager will have final approval on the design of the Town Hall space and no work will commence until approval is granted.

It is also agreed that the Board of Education will be responsible for all renovation costs to the Town Hall space that the EXCL /Continuing Education program vacates.

Should anytime in the future the Board of Education decide to relocate the Special Education Offices out of the renovated Town Hall space, said space will be restored to the Town to use as it wishes.

I believe this letter clearly affirms the understanding between the Board of Education and the Town concerning the relocation of Special Education to the Town Hall and the relocation of the EXCL/Continuing Education to 1 Depot Place.

If you agree with the provisions stated in this letter then please sign and date it in the space below and return it to me.

Please feel free to contact me if you have any questions.

Thank you.

We agree with the provisions as outlined above

\_\_\_\_\_  
Kathleen Eagen  
Town Manager

\_\_\_\_\_  
Kathleen Greider  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date