

**Town of Farmington, CT
Office of the Town Manager
Regular Town Council Meeting**

Date: Tuesday, July 12, 2022
(Council Members should call the Town Manager's Office if unable to attend.)

Time: 7:00 p.m.

Place: Town Hall – Council Chambers (Public Welcome)
To access the livestream: <https://us02web.zoom.us/j/83412976569>
Dial: +1 312 626 6799
Webinar ID: 834 1297 6569

Agenda

- A. Call to Order
- B. Pledge of Allegiance
- C. Presentations and Recognitions
 - 1. Eagle Scout – Jack Amaral
 - 2. Personnel Introductions: Police Chief, Colin Ryan and Director of Fire & Rescue Services, Thomas Fitzgerald
- D. Public Hearing
- E. New Items
- F. Public Comments
- G. Reading of the Minutes
 - 1. June 7, 2022 Regular Town Council Meeting
 - 2. June 21, 2022 Regular Town Council Meeting
- H. Reading of Communications and Written Appeals
- I. Report of the Committees
 - 1. 1928 Building Committee
 - 2. Farmington High School Building Committee
 - 3. Green Efforts Committee
 - 4. Land Acquisition Committee
 - 5. Racial Equality Taskforce
- J. Report of the Council Chair and Liaisons
 - 1. Chair

2. Conservation and Inland Wetlands
3. Board of Education Liaison
4. Bicycle and Trails Advisory Committee
5. Economic Development Commission Liaison
6. Farmington Historic District Commission
7. Housing Authority
8. Human Relations Commission
9. Library Board
10. Town Plan and Zoning Liaison
11. Unionville Historic District Commission
12. Unionville Village Improvement Association Liaison
13. Water Pollution Control Authority
14. Other Liaisons

- K. Report of the Town Manager –
a. AARP Grant Award

L. Appointments

1. Economic Development Commission (Philips)
2. Greater Hartford Transit District (Fitzgerald)
3. Green Efforts Commission (Boye-Williams)
4. Green Efforts Commission (Whitcomb)
5. Human Relations Commission (Nakhimovsky)
6. Plainville Area Cable TV Advisory Council (Bernier)
7. Plainville Area Cable TV Advisory Council (Bagdigian-Buttero)
8. Plainville Area Cable TV Advisory Council (Giannaros)
9. Retirement Board (Wlodkowski)
10. Retirement Board (Ziebka)
11. Town Plan & Zoning Commission – **Alternate** (Sanford)
12. Unionville Historic District & Properties Commission – **Alternate** (Marsh)
13. Unionville Historic District & Properties Commission (Martin)

M. Old Business

N. New Business

1. To approve the updated Town Council meeting schedule for 2023.
2. To award a contract for the replacement of sidewalk ramps to Martin Laviero Contractors of Bristol, CT at a purchase price not to exceed \$65,000.
3. To award a contract for the purchase of Treated Road Salt for the 2022/2023 winter season to Cargill, Inc. of North Olmstead, Ohio at a purchase price of \$99.77 per ton.

4. To award a contract for the purchase of Hurst Extrication Equipment to Firematic Supply Company, Inc., of Rocky Hill, CT at a purchase price not to exceed \$75,000.
 5. To allocate \$108,860 of the American Rescue Plan Act federal grant money to the Farmington Valley Health District.
 6. That Section 55-1 of the Town Code of Ordinances be waived and that Rampage Skate Shop and Skatepark Equipment of Milford, CT be awarded a contract to renovate the skatepark complex at Tunxis Mead Park at a cost not to exceed \$100,000.
 7. To accept the working definition of antisemitism by the International Holocaust Remembrance Alliance (IHRA) as attached.
 8. To authorize the Town Manager to execute the attached Land Access License Agreement with the Farmington River Watershed Association and Princeton Hydro Engineering, PC. for purposes of due diligence, site plan development and permitting associated with the removal of the Grist Mill Dam (a.k.a. Winchell-Smith Dam).
 9. To cancel the August 9, 2022 Regular Town Council Meeting.
 10. To approve property tax refunds.
- O. Executive Session
1. Land Acquisition.
- P. Adjournment

PROCLAMATION

WHEREAS, the Scouts BSA helps train the youth of our community with skills which serve them well in the future, and

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

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

WHEREAS, Jack Amaral from Troop 68 Scouts BSA completed the requirements for Eagle Scout, and

WHEREAS, Jack Amaral identified a need for information around Walton Pond, and

WHEREAS, Jack Amaral used his Eagle Scout project to create a QR code trail at Walton Pond in Winding Trails, and

WHEREAS, Jack Amaral's project involved planning, designing, and building a short trail of QR coded posts along Walton Pond. These QR codes link to a website that provides wildlife and habitat information as well as a trail map, and

WHEREAS, Jack Amaral graduated from Farmington High School and is currently attending the University of Connecticut where he is studying Mechanical Engineering.

WHEREAS, in addition to his work with the Scouts BSA, Jack enjoys skiing, boxing working as a lifeguard, and

WHEREAS, as a result of Jack Amaral's work, people can enjoy learning about wildlife and habitat information as they walk the Walton Pond Trail, and

NOW, THEREFORE, BE IT RESOLVED, that on behalf of the Farmington Town Council, we hereby extend Jack Amaral our best wishes and we hereby proclaim July 23, 2022, as Jack Amaral Day in Farmington, Connecticut.

DATED AT FARMINGTON, CONNECTICUT this 12th day of July 2022.

C.J. Thomas, Chair
Farmington Town Council

Agenda Item K

Report of the Town Manager -

a. AARP Grant Award

a. AARP Grant Award

Economic Development Director, Rose Ponte, applied for the AARP Community Challenge Grant earlier this year. The Town was recently notified that our project was awarded \$19,107. The grant funds will enable us to install wayfinder signage, a bike rack and age friendly benches to safely guide trail users to the Town Center's amenities, increasing walkability, social connections, and providing safe access to all users, especially those over 50.

MOTION: Agenda Item L-1

That _____ be appointed to the Economic Development Commission for the balance of a two-year term beginning immediately and ending September 30, 2023. (Philips)

MOTION: Agenda Item L-2

That _____ be appointed to the Greater Hartford Transit District for a four-year term beginning July 1, 2022 and ending June 30, 2026. (Fitzgerald)

MOTION: Agenda Item L-3

That _____ be appointed to the Green Efforts Commission beginning immediately for an indefinite term. (Boye-Williams)

MOTION: Agenda Item L-4

That _____ be appointed to the Green Efforts Commission beginning immediately for an indefinite term. (Whitcomb)

MOTION: Agenda Item L-5

That _____ be appointed to the Human Relations Commission for a two-year term beginning immediately and ending June 30, 2024. (Nakhimovsky)

MOTION: Agenda Item L-6

That _____ be appointed to the Plainville Area Cable TV Advisory Council for the balance of a two-year term beginning immediately and ending June 30, 2024. (Bernier)

MOTION: Agenda Item L-7

That _____ be appointed to the Plainville Area Cable TV Advisory Council for a two-year term beginning immediately and ending June 30, 2024. (Bagdigian-Buttero)

MOTION: Agenda Item L-8

That _____ be appointed to the Plainville Area Cable TV Advisory Council for a two-year term beginning immediately and ending June 30, 2024. (Giannaros)

MOTION: Agenda Item L-9

That _____ be appointed to the Retirement Board for the balance of a two-year term beginning immediately and ending January, 2024. (Wlodkowski)

MOTION: Agenda Item L-10

That _____ be appointed to the Retirement Board for the balance of a two-year term beginning immediately and ending January, 2024. (Ziebka)

MOTION: Agenda Item L-11

That _____ be appointed as an **alternate** member to the Town Plan & Zoning Commission for the balance of a two-year term beginning immediately and ending January, 2024. (Sanford)

MOTION: Agenda Item L-12

That _____ be appointed to the Unionville Historic District & Properties Commission as an **alternate** member for the balance of a three-year term beginning immediately and ending September 30, 2024.(Marsh)

MOTION: Agenda Item L-13

That _____ be appointed to the Unionville Historic District & Properties Commission for the balance of a five-year term beginning immediately and ending September 30, 2024. (Martin)

MOTION:

Agenda Item N-1

To approve the following updated Town Council meeting schedule for 2023.

TOWN COUNCIL MEETING SCHEDULE

January 10	January 24
February 7	February 28 (6:00 p.m.)
March 14*	March 15** (4:00 p.m.)
March 16** (4:00 p.m.)	March 18** (9:00 a.m.)
March 20** (4:00 p.m.)	March 21** (4:00 p.m.)
March 28	
April 3***	April 25
April 28** (4:00 p.m.)	
May 9	May 23
June 13	June 27
July 11	
August 8	
September 12	September 26
October 10	October 24
November 14	
December 12	

*Town Manager Public Hearing on the budget.

**Town Council Budget Workshop Meeting.

***Town Council Public Hearing on the budget.

ANNUAL TOWN MEETING(S) AND REFERENDUM(S)

April 17	First Annual Town Meeting
April 27	First Referendum
May 1	Second Annual Town Meeting (if needed)
May 11	Second Referendum (if needed)

BUDGET WORKSHOP SESSIONS

March 15 (Wednesday)	4:00 p.m. to 9:00 p.m.
March 16 (Thursday)	4:00 p.m. to 9:00 p.m.
March 18 (Saturday)	9:00 a.m. to 12:00 noon
March 20 (Monday)	4:00 p.m. to 9:00 p.m. (if needed)
March 21 (Tuesday)	4:00 p.m. to 9:00 p.m. (if needed)
April 28 (Friday)	4:00 p.m. to 9:00 p.m. (if Budget Referendum fails)

MOTION:

Agenda Item N-2

To award a contract for the replacement of sidewalk ramps to Martin Laviero Contractors of Bristol, CT at a purchase price not to exceed \$65,000.

NOTE: NOTE: The Town engineering staff has identified numerous sidewalk ramps throughout town that are no longer in compliance with State of Connecticut ADA requirements. As a practice, these ramps should be replaced whenever the roads they border are improved by the Town.

Staff has been made aware that the contractor who is replacing the sidewalks along Main Street in Farmington (Route 10) also has a contract with the State of Connecticut Department of Transportation to replace sidewalk ramps along state roads. Municipalities can use this contract for replacement of sidewalk ramps along local roads.

Staff has identified seventeen ramps that should be replaced under state guidelines. The Contractor has provided a cost estimate of \$54,425 to perform the work. Due to the fluctuating cost of concrete, the actual cost may be higher than the estimate. Since the contractor is already mobilized in Farmington, staff would like to utilize them to do the work this summer while the contractor is still in Town. Funds for the cost to replace the ramps would come from the 2020 Road Improvement Bond. This contract award is being submitted for Town Council approval because the contract value exceeds \$50,000.

Town staff will be available at the Council meeting to answer any questions.

MOTION:

Agenda Item N-3

To award a contract for the purchase of Treated Road Salt for the 2022/2023 winter season to Cargill, Inc. of North Olmstead, Ohio at a purchase price of \$99.77 per ton.

NOTE: The purpose of this motion is to contract with a vendor to supply treated road salt which will be used by the Highway and Grounds division on snow- and ice-covered roads and sidewalks during the upcoming winter season. It is estimated that the Town will use 1500 tons during the 2022/2023 winter season bringing the value of this award to \$149,655. Sufficient funds are included in the FY2022/2023 Highway and Grounds operating budget for this purpose.

The contract award for the acquisition of this product would be under Capitol Region Purchasing Cooperative Bid # 735.

This contract award is being submitted for Town Council approval because the contract value exceeds \$50,000. Town staff will be available at the Council meeting to answer any questions.

MOTION:

Agenda Item N-4

To award a contract for the purchase of Hurst Extrication Equipment to Firematic Supply Company, Inc., of Rocky Hill, CT at a purchase price not to exceed \$75,000.

NOTE: In the Fiscal Year 2022/2023 Capital Improvement Budget \$75,000 was appropriated to the Farmington Fire Department to purchase new battery powered extrication tools to replace the existing combustion powered hydraulic tools. The purpose of the replacement program is to have uniform extrication equipment between all fire houses as well as replace equipment that is old and not repairable. The specific equipment to be acquired includes two (2) Hurst S789 E3 Cutters; two (2) Hurst SP555 E3 Spreaders; and batteries and chargers. The new equipment will be used at the East Farms and Tunxis Hose stations.

The equipment is manufactured by Hurst Jaws of Life but is sold exclusively in the Connecticut area by Firematic Supply Company, Inc. A sole source letter from Hurst Jaws of Life is attached. The award would be made under a Massachusetts state contract for Public Safety and Two-Way Radio Equipment, Supplies and Services. The contract calls for a 2% discount off the manufacturer's suggested retail price.

This contract award is being submitted for Town Council approval because the contract value exceeds \$50,000. Town staff will be available at the Council meeting to answer any questions.

MOTION:

Agenda Item N-5

To allocate \$108,860 of the American Rescue Plan Act federal grant money to the Farmington Valley Health District.

NOTE: The Farmington Valley Health District (FVHD) has requested that the ten Health District communities consider supporting the FVHD with a portion of each member town's ARPA funding. As a regional health department, the Farmington Valley Health District is not eligible to receive ARPA funds directly. FVHD functions as a Town Department and took the lead with the Town's COVID response. They have done an exceptional job and are an asset to the Town of Farmington.

The requested expenditures will support the Farmington Valley Health District's ongoing critical public health response efforts. These public health efforts include vaccination campaigns, providing resources to address the growing mental health challenges exacerbated by the pandemic, modernization of information technology infrastructure and workforce development.

They have requested \$108,860 from the Town of Farmington which is Farmington's proportional share. The other Health District towns are in support of funding the request from the Health District with their individual Town ARPA funds. The total contribution to the Health District from member towns is \$448,544.

Town staff will be available at the Council meeting to answer any questions.

MOTION:

Agenda Item N-6

That Section 55-1 of the Town Code of Ordinances be waived and that Rampage Skate Shop and Skatepark Equipment of Milford, CT be awarded a contract to renovate the skatepark complex at Tunxis Mead Park at a cost not to exceed \$100,000.

NOTE: Included in the FY2021/2022 Capital Improvement Budget is \$100,000 to replace the skatepark complex at Tunxis Mead Park. A committee was formed, lead by staff from the Community Service and Recreation Department, to develop ideas for how the new skatepark should be reconfigured. The committee had ten meetings including several with representatives of Rampage Skate Shop and Skatepark Equipment of Milford, CT. Based on their meetings the committee decided to recommend that a contract be awarded to Rampage to design and renovate the skatepark at Tunxis Mead.

Rampage has extensive experience in skatepark design and replacements. They have built, repaired, or replaced numerous municipal parks including parks in Wethersfield, CT and Rye, New York. They are the only skatepark design/build company located in the state of Connecticut.

Staff will be available at the Town Council meeting to answer any questions.

MOTION:

Agenda Item N-7

To accept the working definition of antisemitism by the International Holocaust Remembrance Alliance (IHRA) as attached.

NOTE: At their March 28, 2022 meeting, the Human Relations Commission approved a motion to accept the attached definition and recommended that the Town Council do the same. In 2021, the Town Council signed on to a Mayors United Against Antisemitism Letter in partnership with the American Jewish Committee (AJC). Myra Clark-Siegel of the AJC gave a presentation to the Town Council in October 2021 on Antisemitism in the United States. Formally accepting the attached definition of antisemitism is the next step in the partnership established last year.

/Attachment

A Resolution to Further Combat Discrimination by Adopting the May 26, 2016 Working Definition of Anti-Semitism Set Forth by the International Holocaust Remembrance Alliance (IHRA)

WHEREAS, antisemitism, including harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identity, affiliation, or faith is an evil scourge on civilized societies throughout the world that must be identified and categorically rejected by all responsible individuals as well as private and public entities yet remains a persistent, pervasive, and disturbing problem in American society; and

WHEREAS, notwithstanding that the town of Farmington has a long history of categorically rejecting discrimination in all its forms, Jews continue to be a targeted minority in the United States and are consistently the most likely of all religious groups to be victimized by incidents of hate, and such incidents are increasing at an alarming rate; and

WHEREAS, the deadliest attack against the American Jewish community took place on October 27, 2018 at the Tree of Life Synagogue in Pittsburgh, Pennsylvania, killing eleven worshippers and injuring several more; and

WHEREAS, the International Holocaust Remembrance Alliance (IHRA), by consensus vote of its member states, adopted a Working Definition of Antisemitism in May 2016, which has become the internationally recognized, authoritative definition for use by governments and international organizations; and

WHEREAS, the non-legally binding definition reads in full:

"Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."; and

WHEREAS, as an accompaniment to the definition, "to guide IHRA in its work, the following examples may serve as illustrations:

"Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as anti-Semitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for "why things go wrong." It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits."

"Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective - such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government, or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel."; and

WHEREAS, further guidance within the definition section sets forth that:

- "**Anti-Semitic acts are criminal** when they are so defined by law (for example, denial of the Holocaust or distribution of anti-Semitic materials in some countries)."
- "**Criminal acts are anti-Semitic** when the targets of attacks, whether they are people or property - such as buildings, schools, places of worship and cemeteries - are selected because they are, or are perceived to be, Jewish or linked to Jews."
- "**Anti-Semitic discrimination** is the denial to Jews of opportunities or services available to others and is illegal in many countries."; and

WHEREAS, the IHRA Working Definition has proven to be an essential tool used to determine contemporary manifestations of antisemitism; and

WHEREAS, it is in the public interest for the Town of Farmington to join numerous municipalities across the United States and over 30 governments internationally and in adopting the IHRA's definition of antisemitism and attendant illustrative examples, in order to provide a definitive message for the public, expressly identifying those acts which constitute antisemitism and are as such deserving of categorical rebuke; and to aid the Town's government in cooperating with recognized organizations which combat antisemitism, and available procedures for reporting acts of antisemitism which have occurred or may occur in the Town of Farmington or elsewhere;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FARMINGTON, that the May 26, 2016 International Holocaust Remembrance Alliance (IHRA) Working Definition of antisemitism, including attendant illustrative examples as fully set forth hereinabove be and hereby is adopted by the Town Council as an official declaration of policy for Farmington; and be it further

RESOLVED, that it shall be the policy of the Town's government to utilize the said working Definition of antisemitism and attendant illustrative examples, in a continuing endeavor to cooperate with recognized organizations in educating residents about identifying acts of antisemitism, and available procedures for reporting acts of antisemitism which have occurred or may occur in the Town of Farmington.

MOTION:

Agenda Item N-8

To authorize the Town Manager to execute the attached Land Access License Agreement with the Farmington River Watershed Association and Princeton Hydro Engineering, PC. for purposes of due diligence, site plan development and permitting associated with the removal of the Grist Mill Dam (a.k.a. Winchell-Smith Dam).

NOTE: Farmington River Watershed Association (FRWA), Princeton Hydro (consultant to FRWA), CT DEEP Fisheries Division, Miss Porter's and the Town are partners on this project. Funding is through CT DEEP Fisheries. The dam must be removed because it has deteriorated to a point that it cannot be repaired or restored. Additionally, the Fisheries Division is focused on removing dams and barriers to fish passage.

Contractors and consultants will need to enter the Town of Farmington property for purposes of completing due diligence, site plan development and permitting for the dam removal project. Additionally, FRWA needs to provide documentation to CT DEEP indicating the Town is in agreement with and has no objection to the removal of the dam.

Town staff will be available at the Council meeting to answer any questions.

/Attachment(s)

LAND ACCESS LICENSE AGREEMENT

THIS LAND ACCESS LICENSE AGREEMENT (“License”), made this ___ day of _____, 2022, by and between the Town of Farmington (“Licensor”), Farmington River Watershed Association (“Licensee”) and Princeton Hydro Engineering, PC (“Contractor”).

WHEREAS, the Licensor is the owner of the property located at _8760 Round Hill Road, Farmington, Connecticut (“Property”);

WHEREAS, the Property contains a portion of a dam crossing the Farmington River known as the Winchell-Smith Dam (the “Dam”);

WHEREAS, the Parties agree to remove the Dam to restore the river and river habitats to their natural condition and remove hazards associated with the Dam;

WHEREAS, the Licensee has requested access to the Property for the purpose of removing the Dam (the “Work”);

NOW THEREFORE, in consideration of the mutual premises, promises and covenants, that are hereby acknowledged by the parties, the parties agree as follows:

1. Licensor grants to Licensee and Contractor, their employees, representatives, contractors, and subcontractors, including but not limited to River Logic Solutions (“Project Partners”) the right to access the Property at all reasonable times for the purpose of performing the Work with 48 hours notice to Licensor, for the purpose of due diligence, site plan development, permitting, demolition and construction associated with the removal of the Dam. The demolition and construction phase will be subject to town staff review and approval of plans, specifications, access and restoration which approval shall not be unreasonably withheld.
2. The Licensor shall be copied on all preliminary submissions to state and federal agencies and shall be permitted to offer timely comments on such submissions. The Licensor shall review and approve all permitting drawings and applications prior to final submission to state and federal agencies. Licensor shall have 20 business days to review and comment on final drawings and applications.
3. The License shall commence on the date to be agreed upon by the Parties but no later than _____ and shall continue until Licensee completes the Work (“License Period”).
4. The Parties agree that this License Agreement does not convey any right, title, easement or interest in the Property to the Licensee or any other person.
5. At the end of construction and prior to demobilizing from the site , Contractor shall restore any portions of the Property disturbed by the Work as per the approved engineering design site plan , with the understanding that the Dam will have been removed and associated habitat restoration activities will have been completed. Restoration may include grading of ruts, and repairing damage to fences, gates, and other property. It is agreed that restoration does not intend,

explicitly or implicitly, that the site will be restored to the exact appearance as prior to the construction, but as close as reasonably attainable. Restoration shall be in accordance with the approved plans and to the satisfaction of the Licensor.

6. Contractor shall, at its own cost and expense, maintain and keep in force at all times during the License Period: (1) commercial general liability insurance, which shall include contractual liability coverage against third-party claims for bodily injury or property damage occurring on the Property as a result of Licensee or Project Partners' Work; primary coverage will be a minimum aggregate limit of not less than \$1 million and excess umbrella aggregate limit of not less than \$2 million; (2) Employers' Liability and Workers' Compensation Insurance to the extent required by law, and (3) automobile liability insurance covering the operations of all motor vehicles owned, leased, hired with limits of \$1,000,000 each person, \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for property damage. Additionally, Licensee shall include this insurance requirement in agreements it executes with Project Partners accessing the Property. Licensor shall be listed as an additional insured on all contractor / consultant policies.
7. Licensee and Contractor accept the condition of the Property "as is" and acknowledge and agree that Licensor has not made and makes no warranty of any kind as to the condition of the Property for the use intended under this License.
8. Neither party shall be liable to the other for any liability for consequential, special or incidental damages including, without limitation, any damages arising out of business interruption, lost profits, loss of rental income, or loss of the use of the Property.
9. This Agreement shall be governed and construed under and in accordance with the laws of the State of Connecticut. Licensee shall promptly comply with all applicable laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law and all orders, (collectively, "Laws") having jurisdiction which shall impose any obligation or duty upon Licensor or Licensee with respect to the Property; except that such compliance by Licensee shall relate only to Licensee's use of the Property.
10. Except for the contract for the consulting and construction efforts between the Contractor and Licensee for the dam removal and its appurtenance components, this Agreement constitutes the entire agreement by and between the parties hereto and no other oral or written agreements, arrangements, representations or understandings, unless specifically noted herein, shall be deemed to be in existence. This Agreement, for all purposes, supersedes all prior agreements, written or oral, if any, between the parties hereto. This Agreement may not be amended or modified except by an instrument in writing signed by all parties to be bound.
11. The License granted hereby is personal to Licensee and Contractor and shall not be assigned or sub-licensed without the prior written consent of Licensor. Licensor shall transfer the rights and obligations of this License to any successors, heirs, executors, lessees, or assigns of the Property

for the remainder of the License Period, including but not limited to the remainder of Work to be completed by Licensee and its Project Partners.

12. Any Notices under this License Agreement shall be deemed duly delivered if hand-delivered or mailed by U.S. certified mail, return receipt requested, to:

Licensor: TOWN OF FARMINGTON

FARMINGTON, CT 06032

Attn:

Licensee: FARMINGTON RIVER WATERSHED ASSOCIATION

749 Hopmeadow Street, #1

SIMSBURY, CT 06070

Attn: AIMEE PETRAS

W/COPY TO MICHAEL FELDMAN

10 WATERSIDE DRIVE, SUITE 303

FARMINGTON, CT 06032

Contractor: PRINCETON HYDRO ENGINEERING, PC

93 MAIN STREET, SUITE 2

SOUTH GLASTONBURY, CT 06073

Attn: PAUL WOODWORTH

Proposal for the Removal of Winchell-Smith Dam

The Farmington River Watershed Association (FRWA) is pleased to provide a proposal for the removal of Winchell-Smith Dam on Miss Porter's School property. FRWA is a local non-profit organization, dedicated to protecting, preserving, and restoring the Farmington River. The section of river where the dam is located is a nationally designated Wild & Scenic River. The Winchell-Smith Dam is a timber crib dam that is deteriorating rapidly. This deterioration has become a liability for the Miss Porter's School, the current owners of the dam.

CT DEEP Fisheries is in receipt of mitigation funds that would facilitate the removal of the dam without the Farmington River Watershed Association or Miss Porter's School needing to secure funding for the removal. Since the FRWA and Miss Porter's School are both non-profit organizations, this funding source ensures that neither organization will have to work to secure funding - this opportunity is 'once in a lifetime'.

The Winchell-Smith Dam is known to be a barrier to fish migration. CT DEEP Fisheries support the removal since during low flow conditions, native fish cannot get upstream. Over the past 12 years, there has been a significant interest in figuring out ways to remove this barrier to fish passage and a fishway has been suggested for this location. However, since those discussions the water levels have lowered due to the crumbling of the dam and it is no longer considered viable enough to support the construction of a fishway.

This unique opportunity could establish a babbling brook type of riverine environment as the view from the Miss Porter's Admissions Building. Currently, there is a small impoundment held by the Winchell-Smith Dam with a linear minimal water feature. Attachment A includes before and after photos of a similarly designed timber crib dam including the removal process. In the removal of Winchell-Smith Dam, we would leave the cobble/boulder fill from the dam in the river and re-shape it into a more pronounced riffle than what is shown at the Brunswick Mill Dam site (see Attachment A). In order to create a similar photo-rendering of the site, FRWA and Princeton Hydro (our preferred vendor for removal) would need recent photos of the dam from upstream, downstream and the view from inside the building.

Benefits of the project:

Fish passage during all flows: Currently the dam only allows fish passage during certain flows.

Reduced liability for the school: The dam is degrading, and a fishway is not viable on a crumbling dam. Removal of the dam would eliminate the liability of the dam and by accepting this opportunity, Miss Porter's School would not be responsible for the cost of removal. If this opportunity is missed, the school might have to pay for removal in the future. Any future repair would require a permit from CT DEEP Dam Safety and would require fish passage as a condition of the repair.

Recreational access: Currently boaters need to portage over the dam during low flows, and during high flows boaters are unaware of the dam as it disappears from view. Public users could get

ensnared in the dam at any stage. Removal of this structure would eliminate this recreational obstruction.

Reduce Flood Risk: The lowering of the dam will allow water levels to remain at slightly lower level thereby reducing flood risk.

Student programming: FRWA is led and run by women with science degrees; we are all passionate about STEM curriculum as well as our work in the watershed. We would embrace the opportunity to involve Miss Porter's students in this project from start to finish, and beyond. Educational opportunities abound for Miss Porter's students and for local public schools and the community. Miss Porter's Admissions Building is a stage for observing the removal and as a location for educational lessons. Prior to removal, lessons can be developed including investigations of insect populations, botanical surveys, temperature changes, and fish habitat surveys. FRWA currently has a water quality monitoring location near Miss Porter's School, which has been monitored for the past 16 years and additional observations could be made at this location involving local students. In addition, both Princeton Hydro and CT DEEP Fisheries can further educate Miss Porter's students on fluvial geomorphology and engineering of the site, and migratory fish in the Farmington River, respectively.

Removal of concrete embankment: The dam removal is anticipated to involve removal of the timber crib and abutments, timbers to be salvaged, re-shaping the cobble-boulder fill into a naturalized riffle, and banks to be re-graded, stabilized and choice, native plants reestablished.

Historical Record: We could keep a record of the removal and document the findings of the removal including building materials used for repair and construction. The timbers could be saved and refurbished into benches, tables or other materials with City Bench in New Haven and/or Keney Park Sustainability Project in Hartford. Visuals could be created to mark the removal including transparent glass overlays of the site depicting the visual of the dam.

Next Steps for the Project:

Both CT DEEP and FRWA will require a letter from Miss Porter's School stating that they would like to pursue this project. FRWA, Princeton Hydro, Miss Porter's and the Town of Farmington will all be involved in the removal. Public meetings will be scheduled to discuss with various constituencies. Also, since this stretch of River is a Nationally Designated Wild & Scenic River, the National Park Service will also conduct a Section 7 review of the project.

FRWA has agreed to sponsor this application and project. Full dam removal is expected to cost less than the mitigation fund allocation for this project. The Scope of Work would include surveys and design schematics. The dam removal process would begin in the summer of 2023 or 2024.

Permitting should be simple for this project as long as CT DEEP Fisheries and Dam Safety approve our plan. The Town and the school would be involved for the entirety process. Removal of this dam is anticipated to be less costly than other dam removals due to its low height, negligible impounded sediment, and lack of surrounding infrastructure.

Town of Farmington

Geographic Information System (GIS)



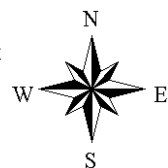
Date Printed: 7/6/2022



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Farmington and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 150 feet



MOTION:

Agenda Item N-9

To cancel the August 9, 2022 Regular Town Council Meeting.

MOTION:

Agenda Item N-10

To approve the following property tax refunds.

Name	REASON	AMOUNT
JP Morgan Chase	Assessor adjustment	\$138.35
Daimler Trust	Assessor adjustment	\$448.05
VCFS Auto Leasing	Assessor adjustment	\$632.66
VW Credit Leasing	Assessor adjustment	\$310.17
Total		\$1,529.23

MOTION:

Agenda Item O-1

Executive Session—To discuss matters concerning the sale or acquisition of real property.

To adjourn the meeting to executive session as permitted by Connecticut General Statutes Section 1-225 (a) for the following purposes as allowed by Section 1-200(6), that is

Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned;

That attendance in the Executive Session shall be limited to:

Members of the Town Council
Town Manager
Director of Public Works/Town Engineer

NOTE: Approval of this motion shall be by 2/3 vote.