

Minutes of the Town of Farmington  
Regular Town Council Meeting July 12, 2022  
Held in Person and by Zoom Webinar Meeting

Attending:

C. J. Thomas, Chair  
Rafeena Bacchus-Lee  
Joe Capodiferro  
Johnny Carrier  
Brian F. X. Connolly  
Keith Vibert

Kathy Blonski, Town Manager, via Zoom  
Maureen Frink, Clerk

Absent: Edward Giannaros

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. Presentations and Recognitions

1. Eagle Scout – Jack Amaral

Jack Amaral was not in attendance and the presentation will be added on to the next Regular Town Council Meeting Agenda.

2. Personnel Introductions: Police Chief, Colin Ryan and Director of Fire & Rescue Services, Thomas Fitzgerald

Town Manager, Kathy Blonski, introduced Colin Ryan who has been recently appointed to Chief of Police in Farmington. Ms. Blonski spoke highly of Chief Ryan and stated that she looks forward to working with him.

Chief Ryan introduced himself to the Council stating he is a 23 year Veteran of the Farmington Police Department and in the past 5 years he's served in the role as Captain. He is excited about this new role and looks forward to guiding the department into the future. The Chair thanked Chief Ryan on behalf of the Council.

Town Manager, Kathy Blonski, introduced Thomas Fitzgerald, Director of Fire & Rescue Services. She stated that Mr. Fitzgerald has 23 years of experience in the New Haven Fire Department beginning as a Fire Fighter and working up to the rank of Captain. Additionally, he has served as Commissioner of the Newtown Volunteer Fire Department for the past 3 years.

Mr. Fitzgerald stated he's been a Captain in the New Haven Fire Department and the last two years he's been an Acting Battalion Chief. He is very excited to be starting this

new position in the Town of Farmington and looking forward to working with the Council. The Chair welcomed Mr. Fitzgerald on behalf of the Council.

#### D. Public Hearing

There was no public hearing held.

#### E. New Items

There were no new items added to the Agenda.

#### F. Public Comments

A member of the public was attending via Zoom with a raised hand; however, due to technical difficulties, there was no public comment.

#### G. Reading of the Minutes

##### 1. June 7, 2022 Regular Town Council Meeting

Motion was made and seconded (Capodiferro/Vibert) to approve the minutes of June 7, 2022 Regular Town Council Meeting

Adopted unanimously

##### 2. June 21, 2022 Regular Town Council Meeting

Motion was made and seconded (Capodiferro/Vibert) to approve the minutes of June 21, 2022 Regular Town Council Meeting

Adopted unanimously

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

There were no communications and written appeals.

#### I. Report of the Committees

##### 1. 1928 Building Committee

Mr. Capodiferro reported that the Committee received four RFQ submissions. The Committee will be inviting 3 of the 4 to attend the next meeting on July 26, 2022 to be interviewed. The process is open to the public in-person and via Zoom.

##### 2. Farmington High School Building Committee

Mr. Carrier reported that construction documents for the high school have been completed. Two independent reviews have been done for estimates. He reports the

tennis courts have been separated out for a separate bid package. The next meeting is July 20, 2022.

3. Green Efforts Committee

Mr. Carrier reported that the next meeting will be held on September 6, 2022.

4. Land Acquisition Committee

Mr. Capodiferro reported that the Bland purchase has been completed.

5. Racial Equality Taskforce

Mr. Capodiferro reported that the Taskforce participated in the Juneteenth event and the Hillstead Museum on June 25. Members of the taskforce had the opportunity to meet with hundreds of community members, spread awareness of the group's goals and objectives. He reported that the event was well attended. The next meeting is July 25, 2022.

J. Report of the Council Chair and Liaisons

1. Chair

The Chair congratulated both Chief Ryan and Tom Fitzgerald to their new positions in Farmington. He reported that the Tunxis carnival was great success and it was very well attended. He also reports the following: the Summer Concert Series are being held on Thursday nights in Farmington; a Bastille Day Festival will be held on July 14, 2022 at Sub Edge Farm; Bridge Healing Art Center is having their first meeting of the Happier Center on July 12, 2022; the Library has a "library of things" where you can take out an assortment of games and other items, not only books; and the Chair reminds all to "carry out what you carry in" in an effort to clean up our community.

2. Conservation and Inland Wetlands

Ms. Bacchus-Lee reported the following: the Commission unanimously approved a revised proposal for Lots 40 and 40B1 Farmington Avenue; the application to replace an existing sidewalk and install a covered walkway at 100-110 Hyde Road was accepted; an addition to a home, inground pool and attached garage at 9 Apple Tree Lane; and the Commission approved the Carrier Group's application for a subdivision on Morea Road.

3. Board of Education Liaison

There was no report for Agenda Item J3.

4. Bicycle and Trails Advisory Committee

Mr. Thomas reported there is an AARP Grant which will be helping to put in bike racks, a water fountain, and signage.

5. Economic Development Commission Liaison

There was no report for Agenda Item J5.

6. Farmington Historic District Commission

Mr. Connolly reported he is very grateful to report there are a number of citizens and businesses in the historic district that are going to the Commission with what they want to do with their properties and the Commission approved adding new gutters and new windows at 18 Mountain Road on a detached garage; the Commission voted to install a split rail fence at 141 Main Street and to install two air conditioning units at 24 Mountain Rd., and also to continue a Public Hearing on a screen door for a business in the Village.

7. Housing Authority

There was no report on Agenda Item J7.

8. Human Relations Commission

Ms. Bacchus-Lee reported that the next meeting will be on July 26, 2022. Two people from Commission of Human Rights and Opportunities, which is the state level HRC equivalent, will be attending to discuss what they do and to discuss future collaboration with Farmington's HRC, and they are in the process of planning an event for Voter Registration week in September.

9. Library Board

10. Town Plan and Zoning Liaison

11. Unionville Historic District Commission

12. Unionville Village Improvement Association Liaison

There were no reports for Agenda Items J9 - J12.

13. Water Pollution Control Authority

Mr. Capodiferro reported the next meeting is July 13, 2022.

14. Other Liaisons

There was no report for Agenda Item J14.

K. Report of the Town Manager

a. AARP Grant Award

Ms. Blonski reported 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 was made and seconded (Capodiferro/Vibert) to accept the Report of the Town Manager.

Adopted unanimously

L. Appointments

1. Economic Development Commission (Philips)
2. Greater Hartford Transit District (Fitzgerald)
3. Green Efforts Commission (Boye-Williams)
4. Green Efforts Commission (Whitcomb)

There was no action taken on Agenda Items L1-L4.

5. Human Relations Commission (Nakhimovsky)

Motion was made and seconded (Bacchus-Lee/Connolly) that Lakeesha Brown be appointed to the Human Relations Commission for a two-year term beginning immediately and ending June 30, 2024.

Adopted unanimously

Ms. Bacchus-Lee gave a brief background on Ms. Brown stating she has been a resident of the town for the past 8 years, is the head of human resources at UCONN Health, and is an advocate for diversity, equity and inclusion matters both professionally and personally and has been involved in the community.

6. Plainville Area Cable TV Advisory Council (Bernier)

There was no action taken on Agenda Item L6

7. Plainville Area Cable TV Advisory Council (Bagdigian-Buttero)

Motion was made and seconded (Bacchus-Lee/Connolly) that Patty Bagdigian-Buttero be reappointed to the Plainville Area Cable TV Advisory Council for a two-year term beginning immediately and ending June 30, 2024.

Adopted unanimously

8. Plainville Area Cable TV Advisory Council (Giannaros)

Motion was made and seconded (Bacchus-Lee/Connolly) that Elizabeth Giannaros be reappointed to the Plainville Area Cable TV Advisory Council for a two-year term beginning immediately and ending June 30, 2024.

Adopted unanimously

- 9. Retirement Board (Wlodkowski)
- 10. Retirement Board (Ziebka)

There was no action taken on Agenda Item L9 – L10

- 11. Town Plan & Zoning Commission – **Alternate** (Sanford)

Motion was made and seconded (Bacchus-Lee/Giannaros) that Matthew Bandle 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.

Adopted unanimously

Ms. Bacchus-Lee gave a brief background on Mr. Bandle stating he is Marine Corp. Veteran and has been a resident for 15 years. He works as Director of a site acquisition company focused on telecom and solar development. He has been involved in zoning and development and he will bring his skills and knowledge to the town.

- 12. Unionville Historic District & Properties Commission – **Alternate** (Marsh)
- 13. Unionville Historic District & Properties Commission (Martin)

There was no action taken on Agenda Items L12 – L13

#### M. Old Business

There was no old business conducted.

#### N. New Business

- 1. To approve the updated Town Council meeting schedule for 2023.

Motion was made and seconded (Capodiferro/Vibert) to approve the updated Town Council meeting schedule for 2023, attached as Agenda Item N1.

Adopted unanimously

- 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.

Motion was made and seconded (Capodiferro/Vibert) to award a contract for the replacement of sidewalk ramps to Marin Laviero Contractors of Bristol, CT at a purchase price not to exceed \$65,000.

Adopted unanimously

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.

Motion was made and seconded (Capodiferro/Vibert) 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.

Ms. Blonski reported that there is money budgeted for this purchase, and the reason it is on the Agenda is because its value exceeds \$50,000.

Adopted unanimously

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.

Motion was made and seconded (Capodiferro/Vibert) 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.

Ms. Blonski Reported that there is money in the budget for this purchase which was recommended by the Fire Department.

Adopted unanimously

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

Motion was made and seconded (Capodiferro/Vibert) to allocate \$108,860 to the American Rescue Plan Act federal grant money to the Farmington Valley Health District.

Ms. Blonski reported the FVHD requested that the 10 health district communities support the health district with a portion of each members ARPA funding. Farmington's portion is \$108,860.

Adopted unanimously

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.

Motion was made and seconded (Capodiferro/Vibert) 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.

Ms. Blonski reported the that the sub-committee lead by Nancy Parent came up with a new plan to renovate the skate park and they have worked with the company, who is well known, has the plan, and are willing to start right away.

Adopted unanimously

7. To accept the working definition of antisemitism by the International Holocaust Remembrance Alliance (IHRA) as attached as Agenda Item N7.

Motion was made and seconded (Capodiferro/Vibert) to accept the working definition of antisemitism by the International Holocaust Remembrance Alliance (IHRA) as attached as Agenda Item N7.

Adopted unanimously

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), attached as Agenda Item N8.

Motion was made and seconded (Capodiferro/Vibert) 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).

Ms. Blonski reported funding for this removal is through the Connecticut DEEP Fisheries. The dam must be removed due to deterioration to a point that is cannot be repaired or restored.

Adopted unanimously

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

Motion was made and seconded (Capodiferro/Vibert) to cancel the August 9, 2022 Regular Town Council meeting.

Adopted unanimously

10. To approve property tax refunds.

Motion was made and seconded (Capodiferro/Vibert) to approve the property tax refunds which is attached as Agenda Item N10.



Adopted unanimously

O. Executive Session

1. Land Acquisition

Motion was made and seconded (Capodiferro/Vibert) 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

Adopted unanimously

The Council returned to Open Session at 8:05 p.m.

P. Adjournment

Motion was made and seconded (Capodiferro/Vibert) to adjourn the meeting at 8:05 p.m.

Adopted unanimously

Respectfully submitted,



Maureen Frink, Clerk

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 <b>(6:00 p.m)</b>
March 14*	March 15** <b>(4:00 p.m)</b>
March 16** <b>(4:00 p.m)</b>	March 18** <b>(9:00 a.m)</b>
March 20** <b>(4:00 p.m)</b>	March 21** <b>(4:00 p.m)</b>
March 28	
April 3***	April 25
April 28** <b>(4:00 p.m.)</b>	
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)

## **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.

**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.

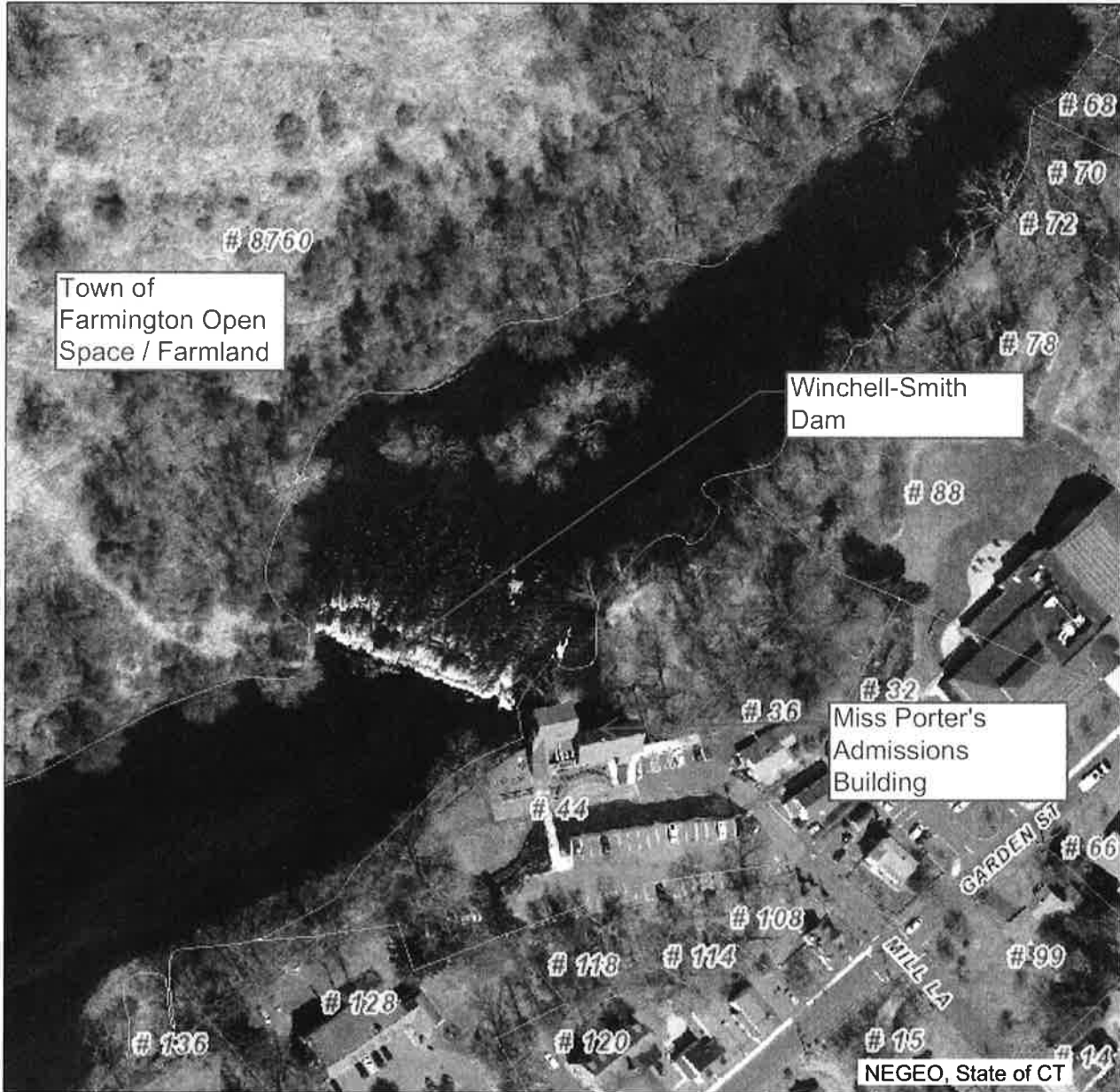
Permitting should be simple for this project as long as CT DEEP Fisheries and Dam Safety approve our plan. The Town and the school would be involved for the entirety process. Removal of this dam is anticipated to be less costly than other dam removals due to its low height, negligible impounded sediment,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

# Town of Farmington

Geographic Information System (GIS)



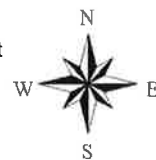
Date Printed: 7/6/2022



**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-10

To approve the following property tax refunds.

<b>Name</b>	<b>REASON</b>	<b>AMOUNT</b>
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