

**WEST HARTFORD TOWN COUNCIL MEETING
JANUARY 13, 2015
LEGISLATIVE CHAMBER**

ITEM #1: MEETING CALLED TO ORDER - 8:25 p.m.

President Slifka: Good evening. We will call the Council Meeting to order and begin with the Pledge of Allegiance.

ITEM #2: PLEDGE OF ALLEGIANCE

President Slifka: Begin with Roll Call please, Ms. Labrot?

ITEM #3: ROLL CALL

Present were Councilors Chris Barnes, Shari Cantor, Judy Casperson, Leon Davidoff, Denise Hall, Clare Kindall, and Scott Slifka. Sitting in for absent councilors on zoning matters were Mr. Stafford and Mr. Needham.

Absent were Councilors Harry Captain and Burke Doar.

President Slifka: Thank you, Ms. Labrot. We'll go to #4, Approval of Minutes, Mrs. Cantor?

ITEM #4: APPROVAL OF MINUTES - RECEIVED

Councilor Cantor: I move that we approve Town Council meeting minutes from 12-9-14; Public Hearing from 12-9-14, An Ordinance Amending and Adding Sections to the Code of Ordinances; and Public Hearing 10-28-14, An Ordinance re Alternative Energy Generating Equipment.

Councilor Kindall: Second.

President Slifka: A motion is made and seconded. Any discussion? Seeing none, all those in favor?

All: Aye.

President Slifka: Those opposed? The motion carries. We're up to Public Forum.

ITEM #5: PUBLIC FORUM

President Slifka: It's going to be in the Manager's Report and I'll take care of it. So, Public Forum, no one has signed up. Is there anybody who did not sign up who wishes to speak to an item on the agenda tonight that was not otherwise the subject of a Public Hearing? Okay. So

with that, we go to the Public Forum, and Mr. Van Winkle, I understand we have a presentation to...

Mr. Van Winkle: We do. We have a group here that...

President Slifka: I already apologized in person for the delay, but we'll do it again here on the record. Thanks for waiting, guys.

Mr. Van Winkle: Group would like to make a presentation to us.

Mr. Cohen: Mr. Mayor, ladies and gentleman of the Council. My name is Stanley Cohen and Andrew Baldassarre with the Ferrari Club of America New England Region. I feel very at home. I went to high school here. And every year in the last Sunday of June we have an event on LaSalle Road and the Town of West Hartford sponsors it, comes out and supports it in great numbers. We've given over a million dollars to the hospital for da Vinci robots, x-ray machines, heart clinic, neonatal clinic, and we continue to want to do this good thing with the town's help in the future. Last year we had an event as usual, we took a lot of pictures. We want to give the town a picture of the event. And also we have a book here that, Mr. Mayor, you or the Town Manager can keep in his office, your own office. Andrew will give it to you. We hope you put it on display. We look forward to many more of these on LaSalle Road on the last Sunday in June. (Mr. Cohen and Mr. Baldassarre present Council with photograph)

President Slifka: Very good. Thank you.

Mr. Cohen: Thank you.

President Slifka: Thank you. We have to be careful putting that up, they're gonna think we're Greenwich.

Mr. Cohen: We would have a lot more Ferrari's registered there.

President Slifka: You got that right. If they were all registered here, that'd be fantastic, right? Thank you very much, gentleman. Much appreciated. Mr. O'Brien, turn your mic back? Thank you. Okay. Mr. Van Winkle, back to you. This was your report.

ITEM #6: REPORTS OF TOWN MANAGER

Mr. Van Winkle: Thank you, Mr. Mayor. You've got two more days to get your Christmas tree down and put it out at the curb, so our last day for picking up of Christmas trees is January 16. You also have until Monday, February 2, to pay the second installment of your taxes. If you fail to pay those taxes by February 2, you will—you felt guilty, did you? You will be delinquent, and there is a substantial penalty for paying delinquent taxes. So you have until February 2 to get into Town Hall or to get it mailed into us by that time. There is a website that, you know, there are so many websites that do analysis of communities. We've been recognized so many times now as one, the best communities in America to live in, to raise children in, to retire in, you name it. This website looked at the healthiest housing markets in America and then ranked

them by state, and West Hartford was second healthiest housing market in America after Darien in Connecticut. Second in Connecticut, yes. The website looked at various sorts of measures and put together an index and then took a look at each of the housing markets in each of the 169 towns, and you know we've talked about this before, our housing prices are about at, about the level that they were at the peak of the housing market in the mid-decade, of the last decade, so while the state of Connecticut and Hartford County are both well below those peaks. And so our housing market, statistically, has sustained, and it's just nice to see that someone has done an analysis and picked us, West Hartford, as one of the healthiest housing markets in our state and in our nation. The website is called SmartAsset if you want to find it. That's really all I have. If you have any questions, I'd be happy to answer them.

President Slifka: Thank you, Mr. Van Winkle. Any questions for the manager? Mrs. Kindall?

Councilor Kindall: Mr. Van Winkle, today is the day for submissions for an RFP that's pending that I believe West Hartford along with Stamford and New Haven are sort of in the forefront of 46 Connecticut towns. Can you tell us a little bit about that project and what the status is?

Mr. Van Winkle: Several months ago, working with assistance from the state's Consumer Council we began looking at the internet service that we have in our community, and we believe sincerely that the future of internet service will be the gigabit service that some communities are building themselves, some communities are installing, that Google is installing in some communities around the nature. We're seeing various plans for the installation of these ultra-high-speed internets, which will, even if you don't use its full capacity today, there will be a moment in the near future where the internet speed will have to rise to those levels to be able to attain the services that we need. West Hartford, along with several other communities, took the leadership in developing an RFQ to send out to the public to request interest from companies that might be looking to, might be willing to install a fiberoptic network in our community. Fiberoptic networks have, are heavily utilized by businesses that use large data sets. We've had some interest from the new biotechnical site at UConn for these kinds of services. There are companies that will do that directly for your one business. They're excessively expensive. Our hope and expectation one day is that we will have this kind of ultra-high-speed that will be available not only to businesses in West Hartford but to every residence in the community. We started this with three other communities and developed the RFP. The city of New Haven has taken the leadership on it. They're the ones that have put it on their purchasing site and are, advertised it for us and got the information out and helped us develop this RFQ. Since the four towns got together to do this, forty other towns joined us, going, boy, that sounds really good. We want to be part of that. And so a large portion of Connecticut is now, communities now saying that we would like to see ultra-high-speed fiberoptic internet services be developed in this state and be available to businesses as they grow and as the internet changes and also available to our residents. So that RFQ has been out. We've had much interest from companies who began to talk to us. A lot of questions were asked in that process about what we're looking for, how we are going to do it. We had those discussions, and today the bids all had to be in by 11 o'clock today. I cannot tell you, unfortunately, how many bids came in. I wasn't able to connect up in New Haven this afternoon. I'm sure we've gotten numerous bids. I don't know if Shari has heard anything. I... Yeah, yup, well, I don't know more than that. We will in the next few days, obviously. New Haven, Stamford, and West Hartford will all be sitting down to kind of look at

what we have and figure out what our next step is. I think we will have—we're not asking for, you know, give us ..they'll all be the same. There'll be all sorts of ideas about how to provide this service in these communities, so we'll, it won't mean that next month we're gonna see this, but it'll perhaps mean that we'll be able to look at these and develop a relationship and hopefully see an improvement into our services in West Hartford.

Councilor Kindall: I want to take this moment to acknowledge Deputy Mayor Shari Cantor and Elin Katz, who was formerly on the West Hartford Board of Education but is now the Consumer Counsel for the State of Connecticut. Both Deputy Mayor Cantor and Consumer Counsel Katz really took a leadership role on this issue and have really been instrumental in launching this proposal across the state, and I think that I'm very proud that West Hartford is really in the forefront of this, and I think it'll make a huge difference, so...I appreciate it. I have a couple of other questions, but I'll defer.

Councilor Cantor: I just want to add on to—sorry, thank you, Mayor—is that Senator Bye was also very important piece of this puzzle because there was some legislation that was allowed at the end of last session to allow municipalities, we have a gain on our polls, but it was only for municipal use, and to allow it potentially for broader use, so that was a key, a key component, and thank you very much for your comment.

President Slifka: Mrs. Kindall?

Councilor Kindall: I would also like to know where we are in the Complete Streets Policy. I believe that something is being proposed, is being drafted and now is going back out to the public and just wanted to get a status of that.

Mr. Van Winkle: Yes. You know, the Council asked us to develop a Complete Streets Policy. A Complete Streets Policy is a policy which says that our sidewalks and streets should be made available to pedestrians, to automobiles, to bicycles, to mass transit, and we should be developing those streets and utilizing those streets and developing strategies and plans to ensure that our streets, as we rebuild them or improve them, look at all those issues and try to make those opportunities for all those uses. There is a Complete Streets document that staff has put together. They have gone out first and met with groups that represent those sorts of interests. They met with our handicapped commission to talk to them about issues. They met with a bicycle group in town to talk with them. We met with neighborhood groups and talked to them, so we are getting input from the public about what would be appropriate to have in a Complete Street Policy. We've now written that up, and we're gonna take it back to those groups and say, all right, we've heard from you and this is what we have developed and would send to the Council, and we hope to have that to you next month for your consideration.

Councilor Kindall: And finally, where are we on the UConn property?

Mr. Van Winkle: It's still there. UConn is still there. UConn, obviously, doesn't move out of that property until 2000—in September of 2017 when they hope to be able to open their campus in Hartford. We have been developing data on that site and will continue to do that. There was—we are—we're trying to understand the full spectrum of options. We've been working

with UConn directly and talking to them and getting information from them, but before you can make an informed decision about the future of that property, you really need to know what the impacts would be to development on flood waters over there. As you know, there's substantial flood plain there and wetlands. Trout Brook Drive itself closed a few years ago because of the heavy rains, so, you know, how will development affect those? How will development affect the traffic patterns? What is the condition of the site? If someone were to purchase the site, they would need to come to you, in almost all instances, to develop the site. It is zoned for single-family homes. So they would need a wetlands permit because there are wetlands all around it, but, and a subdivision permit from the TPZ if they were just to put single-family homes on the site. They'd have to tear down all those buildings and then build single-family homes. It doesn't seem a likely outcome, but that's the underlying zone which all properties have to have some "by right" use. Any other use of that property would have to come to you because that would mean a rezoning of the property, whether it reuses the buildings or it tears them down and builds something new. I don't think the Patriots want to really come back to Connecticut, so we're not gonna have a stadium. We've done a meeting, the state has done a meeting with the neighborhood to give 'em, appraised of what the process is for doing this. Our corporation counsel has looked at the state laws to make sure we understand that process. It is now in the environmental impact portion of that analysis, which that's with the State of Connecticut. They need to look at the site and make the determination in concurrence with the Town of West Hartford as to the impact of development of the site. So you not only have some input as to what the state might decide to do with it, and it appears to me that the state is not interested in keeping the site for any particular, their particular use, so if they dispose of the site, you will have some input in that discussion as a town, but you will control the zoning on that site. That would have to come to the town council unless someone builds a single-family home on the site.

Councilor Kindall: Does the town also have a right of first refusal? If the state, it decides to sell the property?

Mr. Van Winkle: Yes, we have a right of first refusal twice. Once the state determines that it is surplus property and they have no use for it, there is a 60-day period for us to make a determination of whether we would purchase it. There is, if we decide not to take that right of first refusal and during that 60-day period, then the state would offer it for sale. If someone decides they want to buy it and they make an offer to the State of Connecticut, the town would still have the opportunity to purchase that site at that offer site—value. So, you're sort of meeting yourself coming and going here, because you're the one who's gonna approve, like, I always use this example, and it's not that IBM is coming to town—IBM decides they want to move out of Armonk, New York and put their corporate headquarters there. They offer the state a million dollars for that piece of property. The town could say, no, we're gonna buy it for a million dollars. Or the town could say, no, we'd like that, but you need to come to the council, we need to do our hearings, we need to get neighborhood input before we approve the zoning for that development, so you're gonna be deeply involved in this almost in every fashion of it.

Councilor Kindall: Thank you.

President Slifka: Mrs. Kindall. Anyone else for the Mayor? Okay, thank you, Ron. We're up to #7, Consideration of the Consent Calendar.

ITEM #7: CONSIDERATION OF CONSENT CALENDAR: ITEMS 16-24 TO RECEIVE

Councilor Cantor: I move that we place Items 16 through 24 on the Consent Calendar.

Councilor Kindall: Second.

President Slifka: Motion is made and seconded. Any discussion? Seeing none, all those in favor?

All: Aye.

President Slifka: Those opposed? Motion carries. We're up to Unfinished Business, #8.

UNFINISHED BUSINESS:

ITEM #8: APPLICATION ON BEHALF OF DHR NORTH MAIN STREET, LLC ("DHR"), CONTRACT PURCHASER AND INTENDED DEVELOPER, AND SANDRA G. MITCHELL AND ANTOINETTE F. HENNING, CO-OWNERS OF 747 NORTH MAIN STREET, TO CONSTRUCT A MULTI-FAMILY DEVELOPMENT CONSISTING OF 10 TOWNHOME UNITS WITHIN 2 NEW BUILDINGS, AND UPGRADE THE EXISTING 12-UNIT APARTMENT STRUCTURE, ALL WITH ATTENDANT PARKING, LANDSCAPING, LIGHTING AND SIGNAGE AT 747 NORTH MAIN STREET. THIS APPLICATION SEEKS TO REZONE ALL OF 747 NORTH MAIN STREET FROM THE CURRENT R-13 AND RM-3 DESIGNATION TO RM-2, AND THEN DESIGNATE THE REZONED AREA A SPECIAL DEVELOPMENT DISTRICT, IN ORDER TO PROCEED.

APPROVED WITH CONDITIONS, VOTE 9-0; WAIVER OF FEE APPROVED, VOTE 9-0

Councilor Cantor: I move that we approve.

Councilor Kindall: Second.

President Slifka: A motion is made and seconded. We did have a Public Hearing on this earlier tonight, and a couple procedural questions before we get to discussion. Mr. O'Brien or Mr. Alair as appropriate, the discussion on the conditions of approval—we had, for lack of a term, amendments made to the standard conditions of approval, if you could recommend the way to proceed on those. Remind me if we need a separate vote for those items, and then there was a discussion of, raised by Mr. Needham, regarding a handicapped spot, parking spot, and do we need to address that in the conditions of approval in any way?

Mr. Alair: Yes, Mr. Mayor, the overarching procedure would be a motion to amend the pending motion to approve by adopting the conditions. You could adopt them all at once, but the conditions before you are the standard set, and if I could just walk through the things that were

discussed that are sort of revisions to the standard set, incorporate all of those, and then you could move them all at the same time. Condition 2C is the solid waste collection condition. The applicant agreed to Councilor Barnes' suggestion that those be reduced, and the notes I have indicate that they—the revised language would say solid waste collection within the Special Development District shall be permitted between 10 a.m. and 3 p.m. on weekdays.

President Slifka: Was it that or was it the weekend?

Mr. Alair: Just weekdays. Okay. The second change was to Condition 2D III, which is the site lighting condition, and the sentence that you ordinarily adopt that says all lighting should be turned off no later than 10 p.m. except for security lighting triggered temporarily by motion or sound—that sentence would come out given the nature of the project. Then in Condition 2D IV, this is a condition that doesn't normally volunteer standard set of conditions, but I actually copied this, strangely enough, from a project just down the street, 345 North Main Street, which is the plaza that has Walmart grocery store, and Marshall's in it, and it allows—or requires—the applicant to submit for review the easements, Homeowners Association documents and those things to our office to review to make sure that the easements provide for adequate cross access, the Homeowner's Association documents provide for maintenance. In particular, there's a subsurface retention basin system that I think functions across both sites, so they need cross-easement to have access to it, but it's located on the lot where the townhomes are, so that would be covered by the maintenance obligations. So that condition is in there, and then last but not least, you're right, Mr. Needham pointed out that the parking space on the—what is shown as Lot 1 on the plans, where the townhomes are being built, there is a required parking space, handicapped parking space. It is currently shown and located in front of one of the units, and as you'll recall, it's a tandem arrangement where there's a space inside a garage and a space in front of the garage associated with each of the ten units. One of those tandem spaces in front of the garage was designated as a handicap space. The concept, I think, was that that unit would be the handicapped accessible unit. It may end up not being purchased by someone who's handicapped, so having a handicapped accessible unit—parking space—in front of it creates potential problems. I think the applicant realized, and I think you were all looking at each of it going, uh, maybe that's not the best place for that space. They can relocate it to the visitor parking that's just off to the side. The trade off is, if they do that, they lose one space. They don't have the room for five spaces. They'd have to go down to four. Still meet your requirements under the SDD. What I drafted was a condition that would basically be permissive. It would allow them to move that parking space. Theoretically, if somebody was handicapped and did want that space in front of the unit, it would allow them to keep it there, but it would also allow them to move it if they choose without coming back to you. And the way that is, I wrote that, is it would become Condition 2D V, and it says the applicant is authorized to move the handicapped parking space located on Lot #1 from its current location to be included in the bank of visitor parking spaces on that lot. It is understood that this would result in the elimination of one parking space. Okay. The applicant is authorized to move the handicapped parking space located on Lot 1 from its current location to be included on, or excuse me, in the bank of visitor parking spaces on that lot. It is understood that this would result in the elimination of one parking space.

President Slifka: All right. I don't know if it's possible to get a visual copy of that for everybody. I want to make sure, or, does everybody want to write it down? I just want to make sure you all know what it is, are we comfortable—does anybody need something typed up or are you okay with Mr. Alair's verbal recitation? Okay. Just wanted to check. Okay, so I guess at this time that it would be appropriate to move all these at once. Before I do that, the, they had, the applicant had, by my count, five to six waivers that they were requesting. Those are just incorporated into the application as a whole, and we don't need to vote on those, right?

Mr. Alair: Correct.

President Slifka: But the requested waiver of the application fee, that would be a separate vote after we vote on the application itself.

Mr. Alair: Also correct.

President Slifka: Okay. Thank you. So at this time, I'd like to entertain a motion to amend the motion to approve with the conditions of approval as distributed to us and as further revised by Mr. Alair's comments.

Councilor Cantor: So moved.

Councilor Kindall: Second.

President Slifka: Motion has been made and seconded, so we are now on discussion of the conditions of approval themselves. Anybody have comments on that? None. Okay, so could we vote on the, call the question on the conditions of approval? Ms. Labrot?

SDD # 143
747 North Main Street
Conditions of Approval

1. Approval of Application

The Town Council hereby finds that the proposed plan, as approved, will be:

- a. In harmony with the overall objective of the Comprehensive Plan, as defined in Article I of this chapter.
- b. Superior to a plan possible under the regular standards of the Town's zoning ordinances.
- c. In harmony with the actual or permitted development of adjacent properties.

The application is hereby approved, subject, however, to the "Conditions of Approval" set forth below.

2. **Conditions of Approval**

a. **Official Plans**

Implicit in the approval of the Special Development District is the condition that the premises shall be used only in accordance with the official application materials, plans and associated exhibits related to the application as supplemented or modified by any amended plans and documents or representations submitted during the public hearing process. Any other use shall require the express approval of the Town Council in accordance with the Zoning Ordinances of the Town of West Hartford.

b. **Premises Contact**

The Applicant shall provide the Town Planner, from time to time, as necessary, with the name (or title) of a person and a telephone number where that person can be reached or where messages for that person may be left, to act as a liaison between the Town and the Applicant. The identity of the party and the telephone number may be changed from time to time by notice to the Town Planner. If different individuals should be contacted regarding different aspects of operations within the area of the Special Development District, multiple contact people should be designated as necessary. This information shall also be provided to any adjoining property owner requesting same.

c. **Solid Waste-Operational Condition**

Solid waste collection shall be the responsibility of the property owner/manager.

Solid waste collection within the Special Development District shall be permitted between 10:00 a.m. and 3:00 p.m. on weekdays.

d. **Special Site Use or Operational Requirements**

i. **Maintenance Plan**

The Applicant shall, prior to the filing of the Special Development District on the Land Records, submit for review and approval by the Town Manager or his designee, a yearly maintenance plan for the Special Development District. Said plan shall designate the individuals responsible for establishing maintenance objectives and an ongoing schedule of maintenance activities to ensure the aesthetic quality and cleanliness of the site. The maintenance plan shall include, but not be limited to, a timetable for all required installation and maintenance activities with respect to plantings, landscaping and screening, sidewalks, lighting, signage, storage, refuse and litter control, building exteriors and other site amenities proposed in the plans. The maintenance plan shall also contain provisions dealing with snow removal from those pedestrian walkways for which the Applicant is responsible. Specifically, the snow removal plan shall call for the removal from required walkways of all snow or ice deposits so as to render those walkways safe for pedestrian passage at all times.

Accumulated snow which is stored on-site shall not encroach into parking spaces or vehicular travelways.

ii. Landscaping and Fencing

Applicant will maintain all landscaped areas including mowing, weeding and brush removal and be responsible for replacement of plantings where necessary.

iii. Site Lighting

All outdoor lighting shall be down-shielded so as to prevent glare onto adjoining properties.

iv. Common Elements/Cross Easements

A. If more than one owner has the legal right to use any areas of common space and facilities, natural and improved open areas, access roadways, parking, landscaped area and/or infrastructure shown on the record exhibits, such areas shall be committed to common use and maintenance by and among all owners with the legal right to use them. Legal instruments which assure the Town of this requirement shall be submitted to the Town Planner and Corporation Counsel for determination of their legal sufficiency and consistency with the approved plans prior to the issuance of a Certificate of Occupancy for any building associated therewith.

B. Any documents related to such site maintenance and related legal instruments shall be reviewed and approved by Corporation Counsel as to their legal sufficiency to:

(1) Establish clear responsibility for the maintenance of all such areas of common space and facilities, natural and improved open areas, access roadways, parking, landscaped area and/or related infrastructure contained in the SDD exhibits.

(2) Ensure continued operation of the private drainage facilities and structures, in order to guarantee the systems' drainage design integrity. Such legal instruments shall include, but not be limited to, a provision that the Town will have the right, but not the obligation, to repair or maintain the private drainage facilities should the Applicant or any successor owners fail to do so upon written notice.

v. The Applicant is authorized to move the handicapped parking space located on Lot #1 from its current location to be included in the bank of visitor parking spaces on that lot. It is understood that this would result in the elimination of one parking space.

e. Utilities to be underground

Any new electrical, telephone, cable television and other utility services shall be placed underground.

f. Computer Media Information

All mapping and construction plans shall be prepared in electronic format using the Connecticut Geodetic System for inclusion into the Town's Geographical Information System.

g. Final Plan Review

Implicit in the SDD approval is the requirement that the record plans and exhibits establish the minimum standard of design and improvement for this project. As specific drawings for the project are prepared, refined and detailed, the filed SDD plans and exhibits shall serve to identify the major standards for the quality of design and improvements. The Town Planner in cooperation with Town staff, including but not limited to the Fire Department and the Community Services Department, shall coordinate the final review and approval of the project design to insure compatibility and consistency with the Special Development District Plans approved by the Town Council. No building permit shall be issued and construction shall not begin until all appropriate Town Departments have reviewed and approved the plans as submitted to the Town.

h. Final Plans

Final plan submissions and supporting documents shall address the Town Council conditions of approval.

Councilor Barnes, Cantor, Casperson, Davidoff, Hall, Kindall, Slifka, and Alternates Needham and Stafford voted: Yes.

Ms. Labrot: It's approved.

President Slifka: Okay, so we return to discussion of the application as a whole and as amended by the conditions of approval. Anybody want, again, Mr. Davidoff?

Councilor Davidoff: Thank you, Mr. Mayor. This particular parcel has some Davidoff family history associated with it. In the mid-60's my grandfather passed away two months before I was born, and my grandparents were living on Griswold Drive, and my grandmother felt that she could not maintain the home on Griswold Drive as raising just my uncle there and sought other housing opportunities, and this apartment complex was just being built, and she moved to 747 North Main Street and lived at the apartment that's on the second floor that looks right out across, at the time it was Waldbaum's A&P, and what was great about that was she wanted to reside in the community of West Hartford, where she had raised her family, and just like Mr. Melman stated this evening, when you're comfortable with the neighborhood, you like to stay there, you like to have housing opportunities. My grandmother lived in that apartment building until the time when she died in 1981, so I have lots of knowledge of the inside of the building from the apartment itself all the way down to the basement level as well as the close-quartered

garages that my grandmother, when she wasn't seeing very well, scraped the side of the car as well as the dumpsters, which were located at the far end of the garages because whenever we would go over to visit, it would be my responsibility to make certain those bags of garbage made it to the dumpster. So throughout the years, I think she lived there, 60's, like 16, 17 years, the building was excellently, was maintained in top form. Very responsive, Mr. Grella was very responsive to all my grandmother's needs as a widow, and it was a quality living experience for her to have. During the ice storm of 1978, our family, with no power, no heat, the five of us came to live with grandma for about a week because they had power there, so I can attest to the fact that it was a good place to live. But it's been always very well maintained in terms of the landscaping. When I asked the question about the sidewalk, we used to park along that way because there'd be really no other place to park because if you parked in the back, you would block in somebody who was in the garages and you would just upset people for no good reason, so you'd want to park abutting there, and there was really no other visitor parking, so it's great to see that this application this evening has that visitor parking that's necessary, and what's really exciting about this entire proposal is it sort of fits in with what this council term can be termed as—can be definitely known as something that has promoted a variety of housing types and a variety of neighborhoods in West Hartford that improve the quality of living in town, and I think by developing the other parcel there and subdividing the lot, providing home ownership in terms of townhomes, where there is no opposition from the neighborhood, speaks volumes to me. I think the community outreach that was done by Mr. Raisner is outstanding, to speak to everybody that abuts that parcel and those beyond the parcel, and there was not one letter in opposition. Not one person spoke against this, and I think that the new housing is as close if not closer than some of the other developments where we had many people come before us and speak in opposition or voice concerns about the noise levels that's gonna be created or the traffic that's gonna be created by a development. We heard none of that this evening, and I think a lot of that has to do with the community outreach and the scope of the project. And as with all the other projects that we have approved so far this council term, the quality of materials is something that will keep the housing stock here in West Hartford of such high quality and will attract people who may currently reside in the neighborhood or who may see this as a great place to put roots down in in West Hartford because the materials that are going to be used are similar to the existing building but are high caliber, and the living space, 1500 to 2000 square feet is a nice sized footprint for one to reside in our fine community. So with that said, I do support the fee waiver, the application, I don't think they need to pay us \$2600 for something we didn't hear the first time, and I think that by them agreeing to put this parcel in a Special Development District is prudent and it definitely is in harmony with our comprehensive plan of development. It fosters reinvestment. It's compatible to the neighborhood, that block on the corner there. I think that this SDD, in my opinion, is superior to any other type of zoning approval that we could have made with respect to anything being developed there. It's definitely in harmony and an attractive project as noted that even with the four-plus meetings that they had with our DRAC board that the applicant was willing to listen, take suggestions, and place the parcels so that they have the least amount of impact upon the abutters in terms of noise, in terms of visibility as to what people saw out their windows. The landscaping plan as presented this evening was quite extensive and will beautify that site, which has been acknowledged to have lots of vegetation that is of a mature nature which really needs to be replaced. And lastly, a lot of the projects that we've dealt with this term, density has been an issue, and this application, this applicant was able to propose and will be able to construct a project which will be no more dense than what would

be permitted in an RM-2 zone, and I think that's quite commendable. So for all of those reasons, I wholeheartedly support this project, and I wish the applicant much success in the future of this endeavor, and I know that we have possibly one more major housing project to come before us this term, but I would say out of the ones that we've heard this term, I would say that this one was by far one of the most outstanding ones that I've heard in terms of presentation and location of the property, and I think that that has to do with the expertise that was engaged by the applicant with respect to the professionals that were retained for this project, and I thank you for submitting it, and I will be voting in the affirmative. Thank you.

President Slifka: Thank you, Mr. Davidoff. Anyone else? Mr. Barnes, go ahead.

Councilor Barnes: Thank you, Mr. Mayor. Mr. Davidoff is eloquent as always, and I don't want to try and follow that up, but simply to say that the TPZ unanimously recommended approval, the neighborhood supports the project, and I will support the project as well. Good luck to you, Mr. Raisner.

President Slifka: Mr. Barnes. Anyone else? Mrs. Cantor?

Councilor Cantor: I also—you were so comprehensive, I have this list, and I'm just checking it off. I will, Mr. Raisner, thank you so much for your thoughtful—you've been invested in this property a long time. Councilor Kindall and I were talking about this ideal package that came to us, and the fact that you've been so familiar with it and you knew what the obstacles were going to be put you in a position to address them, and you did just that, and we are so appreciative. I mean, the fact that you married these properties pretty well, they complement each other very well, similar size, the height, you addressed the inner sort of that focus in the middle and gave me the buffer edges, the density in the middle and the buffers around. I mean, it was a lot, obviously, taken into consideration and would've anyway, but I think the outreach and the ability to address those issues really came with the history that you had with this, and I really do appreciate your staying with it and investing in it. I just, I also, again, very, Miss Pearson a very, Attorney Pearson, a very thorough presentation, so very few questions. I do just want to—I just want to say that this is a trend obviously we're seeing is this sort of coming back to a walkable community, and Bishops Corner, I attend regularly the Bishops Corner Neighborhood Association, and a center that was designed for automobiles in the 1950s that really has everything you, a person needs there, but it's not easy to get to everything, and you, we don't see this sort of cohesive feel and a cohesiveness to the center, but in pockets we are starting to see it, and I think it's this next area—we knew that there, this area needed some attention and some investment, and it has happened over time, and I think what you are doing is going to just continue that, and I think people are going to have a wonderful quality of life of all different ages in this unique property. Thank you again.

President Slifka: Thank you, Mrs. Cantor. Mrs. Hall?

Councilor Hall: I'll just simply say thank you for the fine presentation, for your investment in the community, and while not directly related, I just forgot to say it earlier, I think the manager was making some notes, but there were some comments from neighbors about the time of the

garbage pickup behind Staples, and I'm hoping that we can check into that to make sure they're not in violation of any of their conditions of their SDD to alleviate those neighbors, so, thanks.

President Slifka: Thank you. Anyone else? Mrs. Kindall?

Councilor Kindall: I won't even try to compete with either Leon or Shari or Chris or anyone on this but I, or Denise, I'm just going to make a couple quick comments. Obviously, the extensive outreach was amazing, and I mean, just, it was just a joy to read. But I wanted, and I also love the fact that the landscape architect says, well, we want to make it beautiful. You know, there is something about when your purpose isn't just to sort of, like we're just gonna hide something, but we want to make it beautiful. I, you know, think that is just a wonderful attitude to have about it. And my final com—and I also agree with the fee waiver, for whatever that's worth, but I think it's also, for our planning purposes, a perfect transition development. That the, you know, the, it's a highly commercial area next to very residential, you know, our thirteen homes, and that I think this kind of development is the perfect sort of transitional piece to say, okay, if you're going from a commercial to a non, this is a really nice development. I mean, I looked at the floor plans, I'm like, I could live there. I think that, you know, so, if they're not all sold by the time I need it, you know, let me know because, I'm thinking that would be a good place to live with my child out of the house, you know? He's not quite out yet. He keeps flying back, but we'll see. So I just, you know, think that, you know, those kinds of developments, this kind of development is just picture perfect for where it is and for what we'd like it to do, and I really appreciate all the hard work that went into it.

President Slifka: Thank you. Mrs. Casperson?

Councilor Casperson: I'd like to of course echo all the sentiments that have been come forth. I really appreciate the continued investment into our town and your community. It's very exciting, as always, to have that place that people of all ages can come back and not only inhabit an apartment but actually have some ownership and start to build a life or to downsize into a community that you can still have ownership into, so I think that that's a definite bonus, and we're very excited to see that beautiful addition to our neighborhood, so thank you very much.

President Slifka: Thank you. I will try not to be too repetitive. Just a couple quick things. I think this is a really unusual and very nice mix of the traditional and the new in West Hartford and that we talk a lot about, you know, new development gets highlighted quite a bit in town, but the real engine of our development, the thing that makes West Hartford special is the, when people who've owned property for a long time reinvest in that property. This is a place they want, they decided to be some time ago and then they re-up and say I still want to be here, and I want to make it even nicer, and I don't think I've ever heard a nicer story, a kind of perfect story than this than with Mr. Raisner with his history at the property and his love of it and his friendship with the residents and owners and all that stuff that goes up, leads all the way up to this development today, and that's a very nice story. But in addition to that, it's one with great vision in that this fits exactly with kind of a grander economic strategy the town has had to create more of these units in and around all parts of town, but particularly Bishops Corner, so I, I credit you, Mr. Raisner, with the personal effort you've made in this, the lifetime effort you've put into this property, but also your vision and the quality here. Miss Pearson, your team did a very great

job, and I want to particularly thank the landscaping designer. Mrs. Kindall kind of beat me to this. Ms. Barnes, I guess, no relation, right? As far as I know, but she's, we've got a lot of great landscape designers come before the council for these applications, but she's, I think, the first one I ever heard state her, not just that she wanted to make it beautiful, but she stated a specific vision. She said something, these are my three goals for this property. That was really neat to hear. You think for her to, how many hundreds of these applications, I heard something new. And that was really great. And I just close with something I think several of my colleagues said, but related to the vision of this, where we heard from the resident, Mr. Mehlman, who lives almost next door, saying, you know, he's speaking personally about something we've heard about the economy now and that we have residents here who are downsizing who specifically are looking for these types of units so they can stay in West Hartford and if at all possible stay in exactly the neighborhood they're in, and there's been some doubt about that, whether that actually, that need actually exists that's been raised in these applications, but every time we've had one, we've had at least one person like Mr. Mehlman come forward and prove that it's actually true. So with all that, I am enthusiastically in support of this, and I wish you the best of luck, Mr. Raisner. And, oh, and Mr. Needham, I want to credit you for pointing out the thing on the handicapped spot. That was very good. Well done, sir. With that, we need a roll call on the application itself, and then we will take a separate vote on the waiver of the application fees. So, Ms. Labrot?

Councilor Barnes, Cantor, Casperson, Davidoff, Hall, Kindall, Slifka and Alternates Stafford and Needham voted yes.

Ms. Labrot: It's unanimous.

President Slifka: Okay. Congratulations, and then, and I'd like to entertain a motion to approve a waiver of the application fees.

Councilor Cantor: So moved.

Councilor Kindall: Second.

President Slifka: Motion was made and seconded. Again, the reason for this is that, well, Mr. O'Brien, would you just like to put it in the record for the public?

Mr. O'Brien: Well, the reason for this is they originally filed the application and paid the application fee, and then they discovered that a tiny border area of the property was in the R-13 zone, so they had to withdraw the application and resubmit it, so rather than charging them twice, we're waiving the second fee, in essence, so they would just pay the fee one time.

President Slifka: Very good. Okay. Any discussion on the waiver? Okay, then I think we need a roll call on this as well, Ms. Labrot?

Councilor Barnes, Cantor, Casperson, Davidoff, Hall, Kindall, Slifka, and Alternates Stafford and Needham voted YES.

Ms. Labrot: And that's unanimous as well.

President Slifka: Thank you. Okay. Thank you. Okay, we're up to #9. Mrs. Cantor?

ITEM #9: ORDINANCE PERMITTING FARMERS' MARKETS AND SHORT-TERM EVENTS OF A CHARITABLE OR PHILANTHROPIC NATURE

ADOPTED, VOTE 9-0

Councilor Cantor: I move that we adopt.

Councilor Kindall: Second.

President Slifka: Okay, motion is made and seconded. Mr. Van Winkle, could you just...cap this one up for us?

Mr. Van Winkle: Just quickly, this ordinance expands the allowable use for a Farmers' Market. Right now if you want a Farmers' Market, it has to be associated with a grocery store. This ordinance changes that so that you can place a Farmers' Market in any commercial site. It also allows something which we have been allowing and hadn't realize our ordinance didn't allow, which was our ordinances allow a church to have a church bazaar, those sorts of things, and charitable events at the churches. We've done some of those now in commercial parking lots on a Saturday or Sunday morning, and this ordinance is now specifically allows those fairs to occur in commercial properties as well as churches, so it expands something we've already been doing that hadn't realized it wasn't allowed.

President Slifka: Thank you. This was the subject of a public hearing earlier tonight for the public's purposes in case they think this discussion has been abbreviated. Anything further? Yes, Mr. Davidoff?

Councilor Davidoff: Thank you, Mr. Mayor. I would like to thank Mr. Alair for revising the ordinance to where it is today. We discussed this in Community Planning. There was a lot of discussion about, especially about what you raised during the public hearing, those type of business establishments that would want to have some type of charity food event and how that would be affected by this ordinance, so Mr. Alair took all those comments and worked it all through, and now I think we have something that is much better than we had a few months ago.

President Slifka: Thank you. Mrs. Cantor?

Councilor Cantor: Hi, I want to thank Bob Fressola who, from the Bishops Corner Neighborhood Association, who really spearheaded a Farmers' Market that if you didn't go this year, it was really terrific, but it, we started to look at one portion of this ordinance because of this, the success of the market and the fact that they wanted to expand the space a little farther. I think, I can't remember what they, what the numbers were, but it was, I think over, almost close to a thousand people that had, they had figured came by the market at one point throughout the

summer, and it was really, really terrific, and many of the vendors want to come back again, so it does allow that those successful kind of activities to have a little flexibility, and I appreciate that.

President Slifka: Mrs. Cantor. Okay. We need a roll call, this being an ordinance. Ms. Labrot?

Councilor Barnes, Cantor, Casperson, Davidoff, Hall, Kindall, Slifka and Alternates Stafford and Needham voted YES.

Ms. Labrot: It's unanimous.

President Slifka: Thank you. And Mr. Stafford and Mr. Needham, you are welcome to go home. Thank you. All right. We're up to #10 under New Business. Mrs. Cantor?

NEW BUSINESS:

ITEM #10: RESOLUTION APPROPRIATING \$20,000 IN THE DRUG ENFORCEMENT FUND FOR THE PURCHASE OF ELECTRONIC CONTROL DEVICES FOR THE POLICE DEPARTMENT.

ADOPTED

WHEREAS, it is the mission of West Hartford's Police Department to enforce all laws and work to improve the quality of life, a mission that is accomplished by providing professional, high quality services to residents and visitors to West Hartford, and

WHEREAS, the department utilizes a variety of tools to carry out this mission, including electronic control devices, and

WHEREAS, the availability of electronic control devices provides an increase in options for police officers to help bring about a successful conclusion when dealing with physically combative individuals, and

WHEREAS, the department has need to replace fifteen (15) electronic control devices due to their age and condition, and

WHEREAS, the department would like to utilize \$20,000 from the Drug Enforcement Fund to purchase these electronic control devices, a permissible expenditure under the guidelines regulating these funds,

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF WEST HARTFORD authorizes the purchase of fifteen (15) electronic control devices and hereby amends the fiscal year 2014-2015 budget of the Drug Enforcement Fund as follows:

Estimated Revenues

20-220304-20406-9399	Drug Enforcement Fund Balance	\$20,000
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Appropriations

20-220304-20406-2103	Minor Equipment	\$20,000
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Councilor Cantor: I move that we adopt.

Councilor Kindall: Second.

President Slifka: The motion is made and seconded. Mr. Van Winkle?

Mr. Van Winkle: Thank you, Mr. Mayor. This resolution appropriates funds from our Drug Enforcement Fund, which is funded not by taxpayers but by recovery of assets during, someone who is violating the drug regulations, drug laws of the state of Connecticut, and it appropriates \$20,000 for the purchase of electronic control devices that police officers use. You would know that device perhaps by its commercial name, a Taser. Our officers all carry Tasers. It's an option for that officer deals with a difficult situation whether to use physical force, Taser, or deadly force, so the Tasers have been a very successful thing, a very successful item for us. Our Tasers have a limited warranty, and they are running out, and so this \$20,000 would allow us to purchase fifteen replacement electronic control devices.

President Slifka: Thank you. Any discussion? Okay. All those in favor?

All: Aye.

President Slifka: Those opposed? Motion carries. Number 11, Mrs. Cantor?

ITEM #11: RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE TOWN OF WEST HARTFORD FOR THE DESIGN OF THE MULTI-USE TROUT BROOK TRAIL- PHASE V (See Attachment A for Agreement referenced in Resolution)

ADOPTED

WHEREAS, Phase V of the Town of West Hartford's multi-use Trout Brook Trail (Farmington Avenue to Fern Street) was selected for design and construction funding from the Connecticut Department of Energy and Environmental Protection – Bureau of Outdoor Recreation, State Parks Division; and

WHEREAS, the total estimated project cost is \$330,000; and

WHEREAS, the Town of West Hartford will perform the design and construction and receive up to \$224,000 in reimbursement for said services;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST HARTFORD that the Town Manager, Ronald Van Winkle, is hereby authorized to sign an agreement entitled "Recreational Trails Grant (Trout Brook Multi-Use Trail Phase 5)" in substantially the form attached hereto.

BE IT FURTHER RESOLVED that the fiscal year 2014-2015 budget of the Capitol Projects Fund is hereby amended as follows:

Estimated Revenue

41-831557-80004-9070	Federal Grant Revenue	\$224,000
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Increase Appropriations

41-831557-80004-4058	Transfer for Salary Reimbursement	\$224,000
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Councilor Cantor: I move that we adopt.

Councilor Kindall: Second.

President Slifka: Motion is made and seconded, and back to you, Mr. Van Winkle.

Mr. Van Winkle: The Trout Brook Trail is something that our former Town Engineer, Dave Kraus, developed with me many years ago, looking at trying to get a trail that would run all the way from Elmwood to the UConn property eventually one day. We have built Phase I, which runs between New Park and Quaker. We are, will be in construction of Phase II. That runs down Trout Brook Drive toward Park Road. They're gonna skip over Park Road right now 'cause we haven't figured out how to cross it yet. The Phase III is constructed from Boulevard to Farmington. This is Phase V, which goes from Farmington to Fern. I skipped one phase in there, I'm sorry. This goes from Farmington to Fern. It is a multi-use trail that will be located along the brook for walkers, and if you ever go down there now there are plenty of people who walk and this quiet bucolic space will provide multi-use for bicycles or for walkers in that area. The resolution appropriates funds for the design. The state is paying the Town of West Hartford up to \$224,000 to design this portion of the trail, and then we'll be followed up with a grant to, for the construction.

President Slifka: Thank you, Mr. Van Winkle. Any questions? Discussion? Okay. Oh, I'm sorry. Go ahead, Mrs. Kindall.

Councilor Kindall: I just wanted to say that I'm proud that our town can basically do this in-house. I mean that this is, you know, we are getting a tremendous value by having our staff do all this design work, and as somebody who, I really love the Trout Brook Trail, and I think that it will make a lot to do with making things very bicycle friendly and having a lot more bicycle use as well and I, you know, especially once we figure out the Park Road problem. But that said, you know, I often walk along what is already in existence and really look forward to having the remainder of this trail done all the way from basically the bus-way all the way up to the UConn property, and so, you know, I think that the time schedule that is in Appendix A and the scope of

work on the contract is very reasonable, and I think that this will be an outstanding addition to the town, and I'm glad the state's willing to pay 80% of it.

President Slifka: Thank you, Mrs. Kindall.

Mr. Van Winkle: If I could...

President Slifka: Mr. Van Winkle, go ahead.

Mr. Van Winkle: Given your comment about the town designing this, it has been our experience that we design these projects, whether they are road projects funded by the State of Connecticut through DOT or the Department Environmental Protection project like this trail, the cost for us to design it is substantially less than they would pay in the private sector, and we do a very efficient job in designing it. We have a very talented staff who have a lot of experience in this field, so we're very pleased to be able to provide that service.

President Slifka: Thank you. Any further discussion? Seeing none, all those in favor?

All: Aye.

President Slifka: Those opposed? Motion carries. We are up to announcements.

ITEM #12: ANNOUNCEMENTS.

President Slifka: January 17, 2015, the Bridge Family Center will present its annual gala, the Children's Charity Ball, at the Hartford Golf Club. The evening will feature a black tie cocktail reception, sit down dinner, live and silent auction, and Allstate Insurance is the, one of the beneficiary—I'm sorry, one of the benefactors. Not beneficiary. That would be... That would be odd. That would be poor advertising on my part. And one of the sponsors, that's a good way to put it. The, what I was trying to say is Scot Haney, Channel 3 meteorologist and co-host of Better Connecticut, will once again be the emcee. It's a signature fundraiser for the Bridge to support programs for children and families. Last year this gala netted more than \$275,000. Unfortunately, I do not have the information how to get a ticket, but I trust if you contact the Bridge—no, I'm sorry. They're sold out. Then why am I announcing it? Well, then we get to tell them how wonderful it is and they sold out and I'm sure they'll have a fantastic evening. Thank you. I know they do—usually there's a last-minute pitch for the tickets, but apparently not necessary, so our information is dated, so, all right. Best of luck to the Bridge on being sold out and thank you for putting that on. Our 19th annual celebration of Dr. Martin Luther King's life on Monday, January 19 from 10 a.m. to 11:30 a.m. will be held here at the West Hartford Town Hall Auditorium. This is our special event that pays tribute to Dr. King's ideals and vision. It's free and open to all. This year's celebration features keynote speaker Linda Kelly of the Hartford Foundation for Public Giving and Audrey Washington, NBC Connecticut reporter, will serve as the emcee. The celebration also features Yale University Chaplain Frederick Streets, Kaitlyn Jones of Conard High School, and Lydia Henning of Hall High School, who are students who win a contest to be able to speak at this. They are going to offer student perspectives. We'll also have musical performances by the Hall Jazz Combo, Voices of Bristow,

and Conard's Voices of the World Choir. As always, thanks to Channel 5 because they will televise this event live on West Hartford Community TV, and Elmwood Community Center will provide refreshments. The sponsors of this event are the Town of West Hartford, West Hartford Public Schools, the West Hartford African American Social and Cultural Organization, and the West Hartford Human Rights Commission. If you'd like more information, please contact Renee McCue here at the town at 561-7521. Exciting event on February 5 from 5:30 to 7:30, the Taste of Elmwood. Local Elmwood food and beverage businesses will tantalize your taste buds with delicious samplings, all in the name of fun, food, and fundraising for the Elmwood Business Association and St. Brigid School. This is the 2nd annual event. It will take place at St. Brigid School, which, if you don't know where it's at, 100 Mayflower Street, will held rain, snow, or shine. Admission is \$25, and if you need more information, please contact tomh@westhartfordmagazine.com or joyt@westhartfordmagazine.com. And the 9th Annual West Hartford Exchange Club Wine Tasting Event will be held February 7, 6:30 to 11:30 p.m. This benefits, Mr. O'Brien's very proud of this as an Exchange Club member, it benefits The Town That Cares Fund and The West Hartford Exchange Club donation fund. That'll be held here at the Town Hall Auditorium. It includes a grand assortment of wines presented by Wine Cellars 4 in Farmington as well as select beers, select spirits tasting, heavy hors d'oeuvres, and from local restaurants, music and dancing. The cost is \$60 per person. For tickets, information call (631) 532-9411 or you can purchase tickets in person at Wine Cellars 4 on Farmington Avenue. That concludes my list. Anybody else? Any sellout updates from anyone else? Mrs. Cantor, go ahead.

Councilor Cantor: I have several things too. Transitioning to Middle School, January 22, 7 to 8 p.m. That will be held at Whiting Lane School and the topic is transitioning, obviously, from elementary school to middle school, and it's hard. No. Second is Transitioning to Kindergarten. West Hartford Public Schools also has a question and answer regarding transitioning to kindergarten on Tuesday, January 27, 7 to 8, in the Town Hall Auditorium. Materials will also be in English and Spanish. And then on the, RSVP to Marguerite Tracy at whps.org for that event. There was no RSVP on the other. Noah Webster House Tavern Night, a taste of culture with Hello, West Hartford. January 24 is when this starts. Noah Webster and West Hartford Historical Society kicks off its eleventh season of the tavern nights with a taste of culture and collaboration with Hello, West Hartford. The evening will feature cuisines and entertainment from three prominent West Hartford cultures, Asian, South American, and Russian foods, music, dancing. Tickets are \$40 per person, \$35 for museum members, and seating will be offered at 6 p.m. and 8 p.m. For reservations, please call 860-521-5362, extension 10, and they are required. We also have the State of the Town Address with Mayor Scott Slifka January 29, 11:30 to 1:30 p.m.

President Slifka: Not sold out.

Councilor Cantor: Yet. Yet. It will be. Join the West Hartford Chamber of Commerce for the State of the Town Address presented by Mayor Scott Slifka on Thursday, January 29 at University of Hartford's 1877 Club. The mayor will give a candid talk about West Hartford over the past year and review the town's plans for the future. Questions...

President Slifka: I think the location's wrong. It moved. They said it moved to Wampanoag.

Councilor Cantor: Oh, it did? I didn't have that either.

President Slifka: Not your fault.

Councilor Cantor: Ah. Okay, sorry.

President Slifka: You'd think I'd know that.

Councilor Cantor: It was wrong. It was Wampanoag. Okay. Questions will be taken at the conclusion of the presentation, so think of something good, and a buffet lunch will be served. The fee is \$20 for chamber members and \$30 for non-members, and then I have something off-script. I just received an email. This is an invitation that was received. Please join us tomorrow to pay tribute to the seventeen French victims murdered by terrorists. Feel free to come between 5:30 a.m. and 9:30 p.m. at the Hartford Jewish Community Center to light a candle, pay your respects, or sign, and sign a memorial book. At 11:15 a.m. the Hebrew High School of New England will also be doing a brief memorial service for the community at large.

President Slifka: That was...that was at JCC?

Councilor Cantor: The latter...the all-day memorial will be held at the JCC in their gallery, but the latter, the memorial event will be at the Hebrew High School of New England across the street.

President Slifka: Very good. Thank you, Mrs. Cantor. Mr. Barnes?

Councilor Barnes: Thank you. January is National Mentoring Month, and the intent is to raise awareness about mentoring programs, and here in West Hartford, the public schools have a mentoring program that is district-wide, a K through 12 program with over a hundred mentors and mentees. The mission of the program is to allow students the opportunity to reach their potential by offering guidance, encouragement, and support through partnerships with caring adults. The program is school-based and runs concurrently with the district calendar. The mentor and mentee sessions take place weekly on school grounds and last up to an hour. All students can benefit from having a mentor in their lives, but some are more in need than others. The program currently has approximately forty students on a waiting list who need mentors, especially men. Male mentors are in demand. So please consider becoming a mentor within the West Hartford Public Schools Mentor Program. If you're interested, you can contact the program director, Carol Wilkas, at Conard High School. Her number is (860) 231-6009. On a personal note, I recently got involved in the program as a mentor, so if you have time, please get involved. It's a great way to give, and as we all know when you volunteer you usually get back more than you give, so it's a good way to be involved. And the second announcement is I've read in the local press that the food pantry is low following the holiday season, so please keep that in mind and if you have a chance to restock the food pantry with nonperishable items, it would be appreciated.

President Slifka: Mr. Barnes. Okay. On to Report from Corporation Counsel. Mr. O'Brien, do we need one?

ITEM #12: REPORT FROM CORPORATION COUNSEL.

Mr. O'Brien: We do not need an executive session, and I don't have a formal report, but I'll be happy to answer any questions.

President Slifka: Thank you. Are there any questions for Mr. O'Brien? Okay. Thank you, Joe. I have, we have no Appointments tonight, right Mrs. Hall? No need for Executive Session, so we can go to approval of the Consent Calendar.

ITEM #25: CONSENT CALENDAR

ADOPTED

**ITEM #16: FROM TOWN PLAN AND ZONING – RE 747 N. MAIN –
RECOMMENDING APPROVAL**

**ITEM #17: FROM TOWN PLAN AND ZONING – RE: ORDINANCE PERMITTING
FARMERS' MARKETS – RECOMMENDING APPROVAL**

**ITEM #18: FROM CAPITAL REGION COUNCIL OF GOVERNMENTS (12-18-14) RE:
ORDINANCE PERMITTING FARMINGS' MARKETS – FINDING NO APPARENT
CONFLICT**

**ITEM #19: FROM TOWN PLAN AND ZONING RECENT PLANNING ACTIONS: RE:
601-603 NEW PARK AVENUE, 80 GRASSMERE, 607 NEW PARK AVE., 226 NORTH
MAIN STREET**

**ITEM #20: FROM INLAND WETLAND AND WATERCOURSES AGENCY RECENT
PLANNING ACTIONS RE: 652, 666 AND 667 MOUNTAIN ROAD, 200 NEWINGTON
ROAD, 180 WOOD POND, 172 AND 175 NORTH MAIN STREET, 52 HILLSBORO
DRIVE**

**ITEM #21: MINUTES FROM COMMUNITY PLANNING AND PHYSICAL SERVICES
COMMITTEE**

ITEM #22: MINUTES FROM FINANCE AND BUDGET COMMITTEE

ITEM #23: MINUTES FROM PUBLIC SFETY COMMITTEE

**ITEM #24: FROM WEST HARTFORD SENIOR CITIZENS ADVISORY
COMMISSIONS – 2014 REPORT**

Councilor Cantor: I move that we approve the Consent Calendar.

Councilor Kindall: Second.

President Slifka: All those in favor?

All: Aye.

President Slifka: Those opposed? Motion carries. No Communications, no Petitions, so I'd like to entertain a motion to adjourn.

ITEM #28: ADJOURNMENT.

Councilor Cantor: So moved.

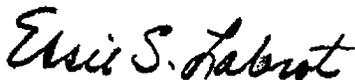
Councilor Kindall: Second.

President Slifka: All those in favor?

All: Aye.

President Slifka: Those opposed? Motion carries. We're adjourned. Good night.

Meeting adjourned at 9:30 p.m.



Essie S. Labrot
Town Clerk/Council Clerk

/jw

APPROVED AT FEBRUARY 10, 2015, TOWN COUNCIL MEETING

CONTRACT

Please do not separate pages from this contract packet. All pages of this contract need to stay together and be returned signed with the following documents:

- 1) Certified Resolution/Incumbency Cert. (see instructions)
- 2) DUNS Verification Form

***Incomplete and incorrect paperwork submittal will delay contract execution, please read processing instructions carefully.**

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL
 AMENDMENT

(2) IDENTIFICATION #s.
P.S. _____

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO

P.O. _____

CONTRACTOR (3) CONTRACTOR NAME
Town of West Hartford

CONTRACTOR ADDRESS
50 South Main Street, West Hartford, CT 06107

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO

CONTRACTOR FEIN/SSN
06-6002124

STATE AGENCY (5) AGENCY NAME AND ADDRESS
DEEP - Bureau of Outdoor Recreation, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.
DEP44321

CONTRACT PERIOD (7) DATE (FROM) Execution THROUGH (TO) 3 years from Execution

(8) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. _____ NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of 5 pages numbered A-1 through A-5 inclusive.

Page 1 of 6
Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

Appendices B-F attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Grant funds shall be released on a reimbursement basis not to exceed \$224,000.00, and shall be provided at a rate not to exceed eighty percent (80%) of the valid and documented project expenses (see Appendix B for schedule of payments and Appendix C for a sample financial report).

Total Payments Not to Exceed the Maximum Amount of \$224,000.00.

(11) OBLIGATED AMOUNT
\$224,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$224,000.00	DEP44321	12060	20296	64002	DEPA00002024298	155203	2015			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) _____ DATE _____

(25) AGENCY (AUTHORIZED OFFICIAL) _____ TITLE _____ DATE _____

(26) ATTORNEY GENERAL (APPROVED AS TO FORM) _____ DATE _____

(23) STATUTORY AUTHORITY
CGS Sec. 22a-6(a)(2) as amended
CGS Secs. 22a-21 and 22a-21a
USC Title 23 Section 104 & 206

DISTRIBUTION: CONTRACTOR _____ AGENCY _____ FUNDS AVAILABLE: _____ DATE: _____

STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

1. Executive Orders. The Contract 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 Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.
2. Indemnification.
 - (a) The Contractor 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor 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 Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor'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 Contractor'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 of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor 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 Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim: against a third party
 - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:
 - a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. Contractor Parties. Contractor Parties shall be defined as a Contractor'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 Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
 - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

- h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor: The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Small & Disadvantaged Business Enterprises. The Recreational Trails Program (RTP) is subject to Title I of Transportation Efficiency Act for the 21 Century (TEA-21), Disadvantaged Business Enterprises (DBE) requirements implementing regulations are defined in 49 CFR Part 26. DBEs include small business concerns owned and controlled by socially and economically disadvantaged individuals. The contractor agrees to make a concerted and good faith effort to include DBEs with a goal of expending 10% of funds available for purchasing materials and/or awarding service contracts related to the agreed project scope. The awarding of any contract to a DBE will be based solely on the ability of the DBE to provide comparable product and/or services within acceptable standards. Information on DBE's, a listing of, a status, location and contact is obtainable from the State of Connecticut Department of Transportation (ConnDOT); Division of Contract Compliance; 2800 Berlin Turnpike; Newington, CT 06131 or ConnDOT's web site. A hard copy is available from DEEP upon request of the Contractor.
- Procurement of Materials and Supplies. For procurement purposes, contractors receiving federally funded recreational trails agreements must comply with federal requirements as stipulated per Code of Federal Regulations 49CFR18 Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments. Contractors receiving only State Funds may use their own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal

property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

3. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
14. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract 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 Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
18. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
19. **Breach.** If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
20. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
21. **Contractor Guarantee.** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
22. **Forum and Choice of Law.** The Parties deem the Contract 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 Contract 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 Contractor 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.
- Force Majeure.** The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. **Confidential Information of the Contractor.** The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
25. **Protection of State Confidential Information.**
- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
27. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
28. Assurances: The Contractor agrees to abide by the Assurances for Non-Construction Programs attached as Appendix E.

APPENDIX A
SCOPE OF WORK

Purpose: To extend the existing urban multi-use bicycle and walking trail along Trout Brook connecting major areas in the community of West Hartford.

Description: The Contractor agrees to conduct a project entitled: Trout Brook Multi-use Trail Phase 5

Project Name: Trout Brook Multi-use Trail Phase 5

Project Site: See attached map, Appendix F-1

Property Owner(s): Town of West Hartford

1. **Project Administration:** Duane Martin shall serve as Project Administrator for the Contractor.
2. **Design and Permitting:** If necessary, the Contractor shall be responsible for securing a site survey; developing the design and layout of the trail and preparation and submission of all required permit application(s), including all necessary local, state, or federal permits. No work shall commence until all required local, state and federal permits and approvals have been obtained. Written permission of all landowners is required to be submitted to DEEP prior to construction. **NOTE: This project is located within a mapped FEMA floodzone, consequently, trail construction shall not begin until flood management certification is on file with the CT DEEP Recreational Trails Program (RTP). Copies of other local, state and federal permits must be provided to the RTP (such as wetlands, diversion, Army Corp of Engr., Office of Long Island Sound, if applicable).**
3. **Trail Improvements:** Phase 5 of the project includes the construction of approximately 0.5 miles of a 10 foot wide, multi-use trail from Farmington Avenue to Fern Street. The trail will connect to previously constructed sections of the trail, including a 0.3 mile section between Farmington Avenue and Park Road (Phase 4).
4. **Project Tasks and Anticipated Completion Timeline:**

Tasks	Person Performing Work	Anticipated Completion Date
Concept Design	Town of West Hartford Division of Engineering	May 2015
Grant Award	DEEP	July 2015
Public Meeting	Town of West Hartford	October 2015
Survey	Town of West Hartford Division of Engineering	November 2015
Engineering Design	Town of West Hartford	January 2016
Permitting	Town of West Hartford	April 2016
Contract Preparation	Town of West Hartford	May 2016
Bidding Award	Town of West Hartford	June 2016
Construction	Contractor	September 2016

5. **Maintenance:** Ongoing maintenance of the Trout Brook Multi-use Trail Phase 5 shall be the responsibility of the Contractor.
6. **Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the National Recreational Trails Program of the Federal Highways Administration as follows: "Funding provided by the [National Recreational Trails Program] administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
7. **Adherence to Schedule:** The Contractor agrees to perform said tasks prior to the expiration date of this agreement.
8. **Public Access:** The Contractor agrees and understands that the trail & amenities (parking, benches, etc.) shall be open to the public, which for purposes of this agreement shall be defined as any resident of any municipality, state, country or nation.
9. **Match Requirements:** The Contractor agrees to provide to the Commissioner, documentation that it has provided not less than twenty percent (20%) of the project cost as matching contribution. Match documentation may be submitted with each interim invoice and must be submitted with the final invoice. Matching contribution may be in the form of in-kind labor and/or equipment, equipment lease/rental or material purchase or donation above and beyond the grant amount. In-kind labor shall be defined as the pay rate for that particular job function. No fringe or indirect cost shall be added to In-kind labor. Equipment shall be credited at the rate allowable by the current Federal Emergency Management Agency (FEMA), Schedule of Equipment Rates or a rate mutually agreed upon should said equipment not be listed, or the full amount if equipment is leased or rented.
10. **Budget:** The contractor shall adhere to the budget, which is included in this contract as Appendix D.
11. **Publication of Materials:** The Contractor must obtain written approval from DEEP's Recreational Trails Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

12. **ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 13. Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products extension requests and invoices shall be emailed to laurie.giannotti@ct.gov or submitted to:

Laurie Giannotti
Recreational Trails Coordinator
Department of Energy and Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 14. Progress Reports:** Following execution of this contract, the Contractor shall provide summaries of project status to the Recreational Trails Coordinator once every three months during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date. **An interim financial report may also be included as an appendix at this time** (see Appendix C for format).

The first quarterly progress reports shall be submitted to the DEEP within three months of contract execution. Please email (or mail reports on a CD or other electronic storage device as appropriate) if possible. Digital photos and maps (digital photos taken of hard copy maps are acceptable) are also preferred.

- 15. Interim Financial Reports:** If the Contractor has completed a portion of the project and wishes to submit an invoice, the Contractor shall submit an Interim Financial Report to the Recreational Trails Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as material, labor, or contractual service, etc. shall be included. All in-kind matching costs shall be itemized by dates, hours, and value of services, as well as the names of the providers of such services. A sample format is attached as Appendix C; simply change the title to indicate that this is an INTERIM Financial Report.

- 16. Final Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit to the Recreational Trails Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to: a digital photograph(s) of the completed project, and/or a copy of the printed materials, and acknowledgement of the receipt of the Recreational Trail Program Grant at the project site or in any printed materials. A **final**

financial report must also be included as an appendix at this time. Please email (or mail reports on a CD or other electronic storage device as appropriate) if possible.

- 17. Final Financial Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the Recreational Trails Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. This report shall be included as an appendix of the final report (see 16 above). Amounts spent on specific items such as material, labor, or contractual service, etc. shall be included. All in-kind matching costs shall be itemized by dates, hours, and value of services, as well as the names of the providers of such services. A sample format is attached as Appendix C.

- 18. Extensions/Amendments:** Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by the RTP Coordinator, an extension of not more than one year may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing **no later than 60 days prior to the expiration date of the contract.** Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
 - a. revisions to the maximum contract payment,
 - b. the total unit cost of service,
 - c. the contract's objectives, services, or plan,
 - d. due dates for reports,
 - e. completion of objectives or services, and
 - f. any other contract revisions determined material by DEEP.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this contract is two hundred twenty-four thousand dollars (\$224,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

Interim Payments: 80% of eligible costs, not to exceed \$224,000.00 shall be reimbursed following completion of quarterly **Progress Reports** (see Appendix A for details) and associated documentation demonstrating that elements of Appendix A have been met to the Commissioner's satisfaction, review and approval. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation to be included in an **Interim Financial Report**, (see Appendix A for details) subject to review and approval by the Connecticut Department of Energy and Environmental Protection (DEEP).

Final Payment: Final payment shall be reimbursed following completion of the project to the Commissioner's satisfaction, review and approval of a **Final Report** and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation to be included in a **Final Financial Report**, (see above for details) subject to review and approval by DEEP.

Total sum of all payments shall not exceed 80% of total project costs and shall not exceed \$224,000.00.

Should total projects costs be less than the amount of payments made, any remaining funds must be refunded to the DEEP through a check made payable to "DEEP – Recreational Trails Program" within 90 days of the contract expiration date.

APPENDIX C

SAMPLE FINANCIAL REPORT

Contractor Name: Town of West Hartford

PSA #: _____

Labor

Date:	Name	Vol. Travel* (\$0.14/mile)	Labor # of Hours	Hourly Labor TOTAL @/hr	Total Costs	Cash Match** (20% of total)	Reimbursement Requested

Reimbursable Expenses

Date of Disbursement	Vendor	Voucher Number	Check Number	Equipment or Materials Description	Equipment Rental Rate \$/per hour	Total Costs	Cash Match* (20% of total)	Reimbursement Requested

Signature: _____ (Town Manager or Project Coordinator)

*Volunteers can be reimbursed \$0.14 cents per mile

**Please describe source of matching funds.

Appendix E
Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified. As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

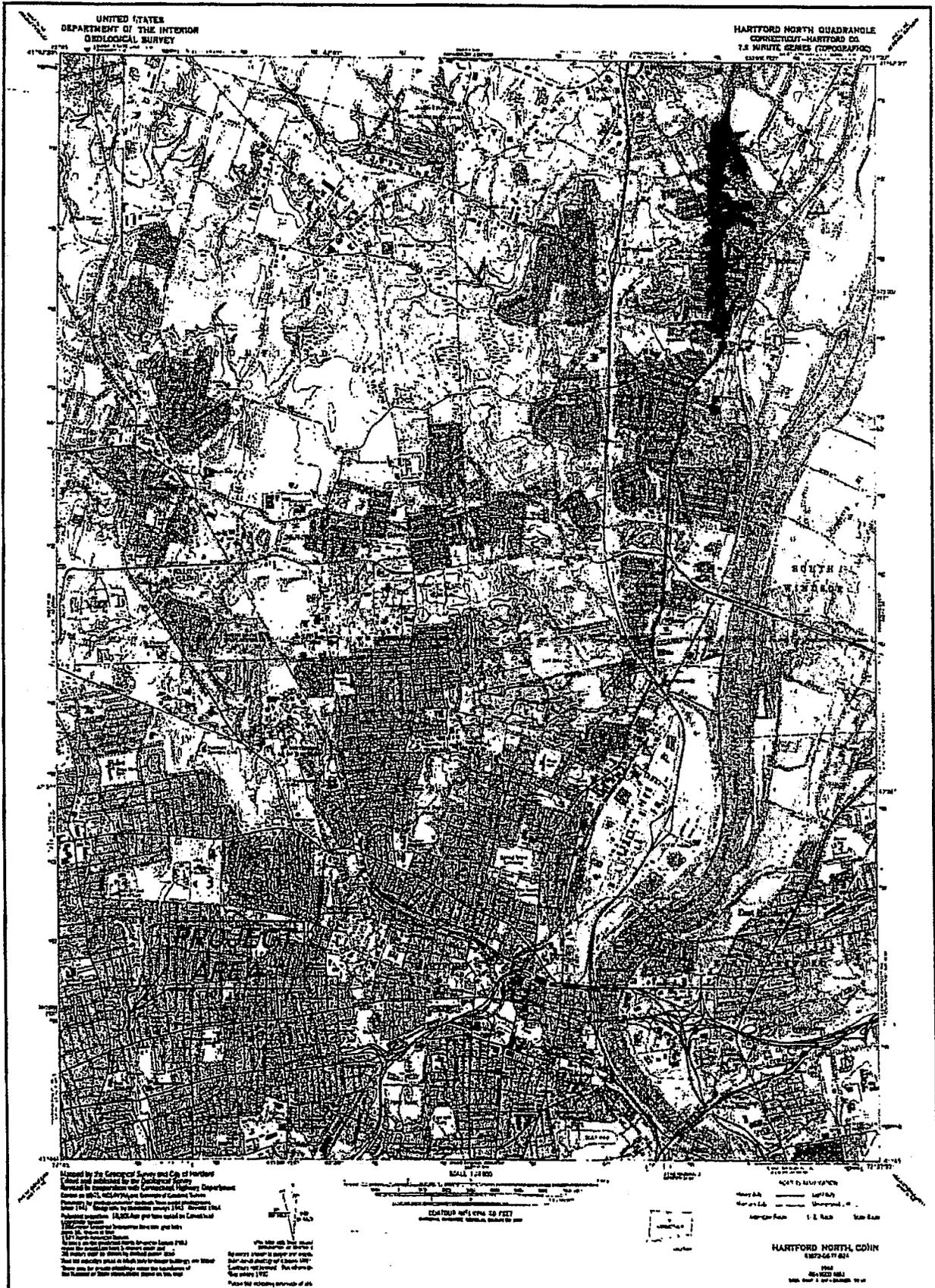
"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has *managerial or discretionary responsibilities with respect to a subcontract with a state contractor*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

PROJECT LOCATION MAP



Trout Brook Multi-Use Trail F
Phase 5 - Farmington Avenue
West Hartford, CT

Appendix F-1

Figure 1
Scale: As Noted