

Minutes of the Town of Farmington  
Regular Town Council Meeting  
September 8, 2015

**Present:**

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

Kathleen Eagen, Town Manager  
Paula B. Ray, Clerk

**A. Call to Order**

The Chair called the meeting to order at 7:05 p.m.

**B. Pledge of Allegiance**

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

**C. Presentations and Recognitions**

There were no presentations or recognitions.

**D. Public Hearing**

There were no public hearings.

**E. New Items**

There were no new items added to the Agenda.

**F. Public Comment**

There were no public comments made.

Motion was made and seconded (Apuzzo/Landry) to waive the rules of procedure to change the order of the agenda.

Adopted unanimously.

Motion was made and seconded (Apuzzo/Landry) to consider Agenda Items N-1 and N-2 at this point in the meeting.

Adopted unanimously.

**N-1**

1. To authorize the Town Manager to execute and deliver on behalf of the Town of Farmington a modification of the conservation easement currently filed regarding the former Charles House property located at and otherwise known as 19 Perry Street.

Motion was made and seconded (Apuzzo/Landry) to authorize the Town Manager to execute and deliver on behalf of the Town of Farmington a modification of the conservation easement currently filed regarding the former Charles House property located at and otherwise known as 19 Perry Street.

Motion was made and seconded (Vibert/Suffredini) to table the motion.

Failed.

Voting yes Apuzzo and Vibert.

Voting no Nickerson, Landry, Mastrobattista, Suffredini and Trimble.

Adopted.

Voting yes Nickerson, Landry, Mastrobattista, Suffredini and Trimble.

Voting no Apuzzo and Vibert.

**N-2**

2. To authorize the Town Manager to execute and deliver on behalf of the Town of Farmington an access drive easement in favor of Old Mill Commons LLC as generally described on the map located on Town property at 173 School Street.

Motion was made and seconded (Apuzzo/Landry) to authorize the Town Manager to execute and deliver on behalf of the Town of Farmington an access drive easement in favor of Old Mill Commons LLC as generally described on the map located on Town property at 173 School Street.

Motion was made and seconded (Vibert/Suffredini) to table the motion.

Failed.

Voting yes were Apuzzo, Suffredini and Vibert.

Voting no were Nickerson, Landry, Mastrobattista and Trimble.

Adopted.

Voting yes were Nickerson, Landry, Mastobattista, Suffredini and Trimble.

Voting no were Apuzzo and Vibert.

**G. Reading of Minutes**

1. July 14, 2015 Regular Town Council Meeting

Motion was made and seconded (Apuzzo/Landry) to approve the minutes of the July 14, 2015 Regular Town Council Meeting.

Adopted unanimously.

**Mr. Landry left the meeting at this point.**

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

1. Kathleen Eagen, Town Manager Correspondence – Open Space Acquisitions Legal Opinion

The Manager called the Council's attention to the correspondence with their packets from the Town Attorney recorded with these minutes as Agenda Item H-1 regarding Open Space Acquisitions.

**I. Report of Committees**

1. UCONN Committee(s)

The Chair reported the next meeting was schedule October 23, 2015.

2. Land Acquisition Committee

3. Green Efforts Committee

4. Joint Town of Farmington/City of Hartford Committee

There were no reports for Agenda Items I-1 through I-4.

5. Bicycle Advisory Committee

Mr. Vibert reported the Committee was moving forward with the Traffic Advisory Committee to get sharrows painted on some Town roads.

6. Farmington Gateway Committee

Mr. Apuzzo reported the Committee was meeting the following Thursday and the next meeting after that was at the Community Center on September 17, 2015.

7. Web Page Sub-Committee

Erica Pierson, Assistant Town Manager reported a vendor had been hired and was setting up a time-line to move forward.

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

3. Chair Report

The Chair reported the September 22, 2015 Town Council meeting was being held at Miss Porter's School, and they had invited the Council for dinner. She asked everyone to let her know who would be attending the dinner. She asked the Council to let her know if December 4, 2015 was a good date for a holiday gathering. The Chair reported a letter had been sent to the State of Connecticut asking to have the side rails painted on the bridge over the Farmington River in Unionville.

4. Board of Education Liaison Report

There was no report of Agenda Item J-4,

5. Unionville Village Improvement Association Liaison Report

Mrs. Trimble reported that the Unionville Festival was September 27, 2015 from noon to 5:00 p.m.

6. Town Plan and Zoning Liaison Report

There was no report for Agenda Item J-6.

7. Water Pollution Control Authority Report

Mrs. Trimble reported that the bid had been issued for the treatment upgrade project.

8. Economic Development Commission Liaison Report

There was no report for Agenda Item J-8.

9. Human Relations Commission Report

Mrs. Suffredini reported the Commission had met and discussed their participation in the Gateway Committee activities. They had asked to bring an accessibility expert to the next two Farmington Gateway meetings. She reminded the public the findings of the charettes were being presented to the public at the September 17, 2015 at 7:00 p.m. at the Community Center and hoped as many people as possible would come.

10. Chamber of Commerce Report

11. Other Liaison Reports

There were no reports for Agenda Items J-10- J-11.

**K. Report of Town Manager**

Town Memorial Forest

The Manager reported the Trustees of the Town Memorial Forest had requested to include three parcels of the Town's open space into the Town Forest. It was the consensus of the Council to bring forward a proposal for the next Council meeting.

Juvenile Review Board

The Manager reported the Juvenile Review Board had received a grant that was going to allow them to do enhance their services enabling youths to develop the competencies that will enable them to effect the necessary changes in their behavior to avoid re-offending in the future.

Farmington's 375<sup>th</sup> Anniversary

The Manager reported that Betty Coykendall the Town Historian was running a history day to celebrate the 375<sup>th</sup> anniversary of the settling of the Town and the activities were culminating with a birthday cake at the Community Center at 5:30 p.m. on September 13, 2015.

Update on the Farmington/Avon Fire Training Facility

The Manger reported that the Town had received a \$200,000 grant from the State of Connecticut supporting the construction of the training facility, which completed the fundraising for the project. The building had been purchased and a ground breaking ceremony was being scheduled for October.

### Affordable Housing

The Manager explained the process the Town would take to apply for a moratorium from developers being allowed to apply for applications under 8-30g of the Connecticut General Statutes. She discussed that this would not be a moratorium on affordable housing but just on the use of 8-30g. It was the consensus of the Council to have the Town Planner apply to the State of Connecticut for the moratorium.

The Manager gave a report on some current projects.

- Rails to Trails fence replacement Brickyard Road to Red Oak Hill Road- work will begin September 14, 2015 necessitating trail closure 3:00 pm to 7:00 am. It is expected to take 2 weeks to a month to complete.
- Bridge at Sanford and Hawley – work to be essentially completed this construction season and next spring some final punch list projects.
- Farmington Center Backage Road- the utility portion will be completed this construction season. The road portion will begin next spring and is estimated to be completed in 2017.
- Mormon Church – the power line work has been completed, so the project will be off Route 4 by October. The road will be paved before winter and the project is expected to be completed spring of 2016.

Mr. Vibert asked about the New Britain Avenue and Route 177 project. Mr. Arnold, Director of Public Works and Planning Services told the Council the project is being designed now and expected to begin next year.

Mr. Apuzzo asked when Porter Road would be repaved. Mr. Arnold told the Council the road would be given a skim coat this fall and repaved next spring with the other roads in the area.

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

Adopted unanimously.

### **L. Appointments**

1. Plainville Area Cable TV Advisory Council (Erickson) (R)
2. Plainville Area Cable TV Advisory Council (Landry)(R)
3. North Central Regional Mental Health Board, Inc. (Wienke)(R)

There was no action taken on Agenda Items L-1 through L-3.

4. North Central Regional Mental Health Board, Inc.

Motion was made and seconded (Apuzzo/Trimble) that Ben Parady be appointed to the North Central Regional Mental Health Board, Inc. for a two-year term beginning September 30, 2015 and ending September 30, 2017.

Adopted unanimously.

5. Farmington Valley Health District (Jones)(D)
6. Housing Authority (Cowdry)(R)
7. Building Code Board of Appeals (Schadler) (R)
8. Water Pollution Control Authority (McGrane) (U)
9. Tourism Central Region District (Bremkamp)
10. Green Efforts Committee (Grouten) (R)
11. Conservation and Inland Wetlands Commission **Alternate** (Jones) (R)
12. Human Relations Commission (Elling) (D)
13. Plainville Area Cable TV Advisory Council (Montes) (R)
14. Unionville Historic District and Properties Commission **Alternate** (Hoffman)
15. Unionville Historic District and Properties Commission (Ross) (U)

There was no action taken on Agenda Items L-5 through L-15.

16. Unionville Historic District and Properties Commission

Motion was made and seconded (Apuzzo/Trimble ) that Robert Hoffman be appointed to the Unionville Historic District and Properties Commission for a 5-year term beginning September 30, 2015 and ending September 30, 2020.

Adopted unanimously.

17. Unionville Historic District and Properties Commission (Meyer) (D)

There was no action taken on Agenda Item L-17.

18. Conservation and Inland Wetlands Commission

Motion was made and seconded (Apuzzo/Trimble) that Robert Isner be appointed to the Conservation and Inland Wetlands Commission for a 4-year term beginning September 30, 2015 and ending September 30, 2019.

Adopted unanimously.

19. Conservation and Inland Wetlands Commission (Wolf) (D)

There was no action taken on Agenda Item L-19.

20. Economic Development Commission

Motion was made and seconded (Apuzzo/Trimble) that Robert Reeve be appointed to the Economic Development Commission for a 2-year term beginning September 30, 2017.

Adopted unanimously.

21. Economic Development Commission (Valenti) (R)

No action was taken on Agenda Item L-21.

## 22. Economic Development Commission

Motion was made and seconded (Apuzzo/Trimble) that Dan Kleinman be appointed to the Economic Development Commission, as a Chamber of Commerce representative for a 2-year term beginning September 30, 2015 and ending September 30, 2017.

Adopted unanimously.

## 23. Economic Development Commission

Motion was made and seconded (Apuzzo/Trimble) that Joseph Howard be appointed to the Economic Development Commission for a 2-year term beginning September 30, 2015 and ending September 30, 2017.

Adopted unanimously.

## 24. Water Pollution Control Authority

Motion was made and seconded (Apuzzo/Trimble) that James Foote be appointed to the Water Pollution Control Authority for a 5-year term beginning September 30, 2015 and ending September 30, 2020.

Adopted unanimously.

### M. Old Business

None

### N. New Business

1. To authorize the Town Manager to execute and deliver on behalf of the Town of Farmington a modification of the conservation easement currently filed regarding the former Charles House property located at and otherwise known as 19 Perry Street.

N-1 action taken earlier in the meeting.

2. To authorize the Town Manager to execute and deliver on behalf of the Town of Farmington an access drive easement in favor of Old Mill Commons LLC as generally described on the map located on Town property at 173 School Street.

N-2 action taken earlier in the meeting.

3. To set a Public Hearing for October 13, 2015 at 7:05 p.m. in the Town Hall Council Chambers to consider the acquisition of property owned by Joanne Perloff and the Estate of Casmir Bycoski located at Lot 10A Slater Road (adjacent to Deadwood Swamp).

Motion was made and seconded (Apuzzo/Trimble) to set a public hearing for October 13, 2015 at 7:05 p.m. in the Town Hall Council Chambers to consider the acquisition of property owned by Joanne Perloff and the Estate of Casmir Bycoski located at Lot 10A Slater Road (adjacent to Deadwood Swamp).

Adopted unanimously.

4. To set a Public Hearing for October 13, 2015 at 7:10 p.m. in the Town Hall Council Chambers to consider the donation of property owned by the Tomasso Brothers Inc., Lot 3 at Johnson Avenue.

Motion was made and seconded (Apuzzo/Trimble) to set a Public Hearing for October 13, 2015 at 7:10 p.m. in the Town Hall Council Chambers to accept the donation of property owned (approximately .71 acres) by the Tomasso Brothers, Inc., Lot 3 Johnson Avenue.

Adopted unanimously.

5. To authorize the Town Manager to sign an agreement for the installation of a monitoring well on the Town right-of-way along Fienemann Road in the vicinity of Colt Highway.

Motion was made and seconded (Apuzzo/Trimble) to approve the motion recorded with these minutes as Agenda Item N-5.

Adopted unanimously.

6. To add 592 New Britain Avenue to the 2015 Town Blighted Building List.

Motion was made and seconded (Apuzzo/Trimble) to add 592 New Britain Avenue to the 2015 Blighted Building List.

Motion was made and seconded (Suffredini/Vibert) to table the motion.

Adopted unanimously.

7. To authorize the Town Manager to sign a Resolution to implement the Workforce Innovation and Opportunity Act (WIOA) of 2014 in accordance with Federal and State Law on behalf of the Town of Farmington, and the Amendment to the Intergovernmental Consortium.

Motion was made and seconded (Apuzzo/Trimble) to approve the motion recorded with these minutes as Agenda Item N-7.

Adopted unanimously.

8. To authorize the Town Manager to execute the required documentation for the Neglected Cemetery Account Grant Program Award for the Scott Swamp Cemetery located at 8784 Scott Swamp Road, Route 6.

Motion was made and seconded (Apuzzo/Trimble) to authorize the Town Manager to execute the required documentation for the Neglected Cemetery Account Grant Program for Scott Swamp Cemetery located at 8784 Scott Swamp Road, Route 6.

Adopted unanimously.

9. To authorize the Town Manager to execute the required documentation for the Agriculture Viability Grant Program Award for the purpose of replacing the roof of the Vegetable Barn at Sub Edge Farm located at 199 Town Farm Road.

Motion was made and seconded (Apuzzo/Trimble) to authorize the Town Manager to execute the required documentation for the Agriculture Viability Grant Program Award for the purpose of replacing the roof of the vegetable barn at Fisher Farm/Sub Edge Farm located at 199 Town Farm Road.

Adopted unanimously.

10. That appropriation transfers be made from and to various accounts listed in the FY 2014/2015 General Fund Budget.

Motion was made and seconded (Apuzzo/Trimble) that the following appropriation transfers be made from and to various accounts listed below in the FY 2014/2015 General Fund Budget:

<b>FROM DEPARTMENT:</b>	<b>AMOUNT</b>
102 FINANCE	\$ 21,800
106 PERSONNEL SERVICES	300,000
150 INSURANCE	28,000
<b>TOTAL</b>	<b>\$ 349,800</b>
<b>TO DEPARTMENT:</b>	<b>AMOUNT</b>
104 REGISTRAR OF VOTERS	\$ 900
105 TOWN COUNCIL	2,100
111 LEGAL	68,500
115 ECONOMIC DEVELOPMENT	1,300
119 PLANNING & ZONING	5,000
215 FIRE DEPARTMENT	23,000
220 POLICE DEPARTMENT	76,000
224 COMMUNICATIONS CENTER	60,000
225 EMS SERVICES	1,000

320 HIGHWAY & GROUNDS		102,000
390 ENGINEERING		10,000
TOTAL		\$ 349,800

Adopted unanimously.

11. That pursuant to Section 55-10 of the Town of Farmington Purchasing Ordinance the bidding requirements under Section 55-1 be waived so that the Town may contract with Summit Restoration LLC of Canton, CT to repair damage to the Farmington Community/Senior Center at a cost not to exceed \$40,000.

Motion was made and seconded (Apuzzo/Trimble) that pursuant to Section 55-1 of the Town of Farmington purchasing ordinance the bidding requirements under Section 55-1 be waived so that the Town may contract with Summit Restoration LLC of Canton, CT to repair damage to the Farmington Community/Senior Center at a cost not to exceed \$40,000.

Adopted unanimously.

12. That the taxes due on the October 1, 2014 Grand List for the property known as 45 Walnut Farms Drive be abated.

Motion was made and seconded (Apuzzo/Trimble) that the taxes due on the October 1, 2014 Grand List for the property known as 45 Walnut Farms Drive be abated.

Adopted unanimously.

13. That People's United Bank of Bridgeport, CT be added to the list of depositories for Town funds and investments.

Motion was made and seconded (Apuzzo/Trimble) that People's United Bank of Bridgeport, CT be added to the list of depositories for the Town funds and investments.

Adopted unanimously.

14. To approve property tax refunds.

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

NAME	REASON	AMOUNT
1) S or J Adler	Excess payment	\$48.44
2) Johanan Eshoo	Excess payment	\$52.09
3) Paul Frega	Excess payment	\$25.48
4) Robert Gebhardt	Excess payment	\$22.59
5) William Gerace	Excess payment	\$300.00

6)Richard Gnazzo	Excess payment	\$19.65
7)Honda Lease Trust	Excess payment	\$539.72
8)Shirley Kahan	Excess payment	\$29.27
9)Rita Kaufmann	Excess payment	\$10.94
10)Gary Larkum	Excess payment	\$17.40
11)J. Lillo	Excess payment	\$60.74
12)Richard Lugli	Excess payment	\$609.68
13)S or S Mathein	Excess payment	\$52.08
14)Daniel McClutchy	Excess payment	\$29.03
15)J or B Nachilly	Excess payment	\$8.59
16)Janusz Podlasek	Excess payment	\$172.04
17)Carey Poetzsch	Excess payment	\$44.37
18)Andrew Rachel	Excess payment	\$109.54
19)Marta Rideout	Excess payment	\$11.75
20)Mark Rousseau	Excess payment	\$69.96
21)J & T Smachetti	Excess payment	\$21.59
22)Carole Sorensen	Excess payment	\$139.46
23)Marilyn Strelau	Excess payment	\$8.71
24) A Varadarajan & S Ankur	Excess payment	\$179.14
25)Vault Trust	Excess payment	\$355.04
26)VW Credit Leasing LTD	Excess payment	\$1,522.52
27)Theodore Wurz	Excess payment	\$12.78
	<b>TOTAL:</b>	<b>\$4,472.60</b>

<b>NAME</b>	<b>REASON</b>	<b>AMOUNT</b>
1)John or Elaine Carpino	Excess payment	\$46.69
2)Richard or Donna Caruso	Excess payment	\$24.35
3)Clinical Laboratory Partners	Excess payment	\$73.54
4)Companions & Homemakers	Excess payment	\$153.48
5)Daimler Trust	Excess payment	\$1,362.55
6)D. Daversa or G. Gronowicz	Excess payment	\$26.36
7)Christina Dube	Excess payment	\$9.69
8)First Niagra Bank	Excess payment	\$1,105.13
9)Bruce Hunter	Excess payment	\$14.09
10)Kerri Kane	Excess payment	\$34.26
11)Steven Kochis	Excess payment	\$30.12
12)Kenneth Koos	Excess payment	\$73.32
13)Louise Kowitch	Excess payment	\$18.28
14)Mary Ann Mahony	Excess payment	\$150.60
15)Mehran Motamed	Excess payment	\$61.19
16)James & Eileen Moulthrop	Excess payment	\$504.68
17)Barbara Murphy	Excess payment	\$307.00
18)Kristi Nadeau	Excess payment	\$19.15
19)Nissan Infiniti LT	Excess payment	\$734.16
20)Brian Noe	Excess payment	\$38.57
21)G or L Perugini	Excess payment	\$14.59
22)Michelle Phelan	Excess payment	\$160.57
23)Felipe Porto	Excess payment	\$10.14
24)William Prestley	Excess payment	\$538.14
25)River Valley Constr.	Excess payment	\$54.57
26)John Rodgers	Excess payment	\$38.93
27)J or R Rydzik	Excess payment	\$29.55
28)Dmitry Savchenko	Excess payment	\$10.83
29)Murdo or Lisa Smith	Excess payment	\$564.61
30)Vanessa Spotlow	Excess payment	\$225.09
31)Thomas Stevens	Excess payment	\$221.86
32)Sullivan Roger Plumbing and Heating	Excess payment	\$14.76
33)Jolanta Szurlej	Excess payment	\$13.28
34)Michael Tu	Excess payment	\$17.10
35)USB Leasing	Excess payment	\$561.59
36)Mary Villanova	Excess payment	\$21.13
37)VW Credit Leasing LTD	Excess payment	\$415.15
	<b>TOTAL:</b>	<b>\$7,699.10</b>

Adopted unanimously.

**O. Executive Session**

Motion was made and seconded (Apuzzo/Trimble) to move to Executive Session at 10:01 p.m. for the discussion of records, reports and statements of strategy or negotiations with respect to collective bargaining with the Town Council and Town Manager present.

Adopted unanimously.

The Council returned to Open Session at 10:20 p.m.

Motion was made and seconded (Apuzzo/Trimble) to move to Executive Session at 10:20 p.m. for the discussion of the selection of a site or lease, sale or purchase of real estate.

Adopted unanimously.

The Council returned to Open Session at 10:50 p.m.

**P. Adjournment**

Motion was made and seconded (Apuzzo/Trimble) to adjourn the meeting at 10:50 p.m.

Adopted unanimously.

Respectfully submitted,

Paula B. Ray, Clerk



BOSTON CONNECTICUT NEW JERSEY NEW YORK WASHINGTON, D.C.

DOUGLAS W. GILLETTE  
Attorney at Law

242 Trumbull Street  
Hartford, CT 06103

T: (860) 275 0186 F: (860) 881 2453  
dwgillette@daypitney.com

August 11, 2015

VIA EMAIL

Kathleen A. Eagen  
Town Manager  
Town of Farmington  
One Monteith Drive  
Farmington, Connecticut 06032-1053

Re: Open Space Acquisitions – Applicability of Conn. Gen. Stat. § 8-24 Approval Requirements

Dear Kathy:

You have raised the question as to whether the approval of open space acquisitions by the Town Plan and Zoning Commission pursuant to Section 8-24 of the Connecticut General Statutes, as has been included in prior open space acquisition financing authorization proceedings, is required by that statute or is a matter of custom. We have concluded that it is the former, and that we as Bond Counsel to the Town would be unable to render an approving opinion on the financing of an open space acquisition by the Town for which such an approval was not received or a negative report overridden in accordance with the statute.

Section 8-24, in pertinent part, provides:

**No municipal agency or legislative body shall ... (2) locate, relocate, substantially improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building, ..., until the proposal to take such action has been referred to the [planning] commission for a report.** Notwithstanding the provisions of this section, a municipality may take final action approving an appropriation for any proposal prior to the approval of the proposal by the commission pursuant to this section.... A proposal disapproved by the commission shall be adopted by the municipality or, in the case of disapproval of a proposal by the commission subsequent to final

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action by a municipality approving an appropriation for the proposal and the method of financing of such appropriation, such final action shall be effective, only after the subsequent approval of the proposal by ... a two-thirds vote of the town council where one exists.... The provisions of this section shall not apply to maintenance or repair of existing property, buildings or public ways, including, but not limited to, resurfacing of roads. (*emphasis added*)

Facially, the provisions of Section 8-24: (1) are not limited to the acquisition or lease of property for development purposes; and (2) specifically include the acquisition of land for parks and any other municipally owned property. We are unaware of any interpretation of the terms “parks” or “other municipally owned property” as used in Section 8-24. A natural reading of those terms would not appear to preclude the inclusion of open space acquisitions from their ambit. As a matter of statutory construction “if the language of the statute is clear, it is presumed that the words express the intent of the legislature.” Leoni v. Water Pollution Control Authority, 21 Conn. App. 77, 84 (Conn. 1990)(finding that the language of Section 8-24 is clear and unambiguous when applied to sewer main extensions).

In addition, the approval provisions of Section 8-24 should be read in their statutory setting, *i.e.*, immediately following the provisions of Section 8-23 regarding the preparation of the municipal plan of conservation and development. The courts have referred to Sections 8-23 and 8-24, along with Section 8-19, as complementary statutes, which, when taken together convey the legislature’s intent. See Riverfront Future Partners v. Gilbert, 2010 Conn. Super. LEXIS 3037, 21 (Conn. 2010) (citing Sheehan v. Altschuler, 148 Conn. 517 (Conn 1961) (discussing the apparent intent of the legislature to afford property owners the protection of the local planning commission prior to redevelopment plans being adopted)).

The acquisition of open space by a municipality is an activity which could be found to be consistent or inconsistent with provisions found in its plan of conservation and development. The plan of conservation and development is required to: “(e)(1)... (D) recommend the most desirable use of land within the municipality for ... recreational, ... conservation, ... purposes and include a map showing such proposed land uses, ... (F) note any inconsistencies with the following growth management principles: ... (iv) conservation and restoration of the natural environment, cultural and historical resources and existing farmlands; (v) protection of environmental assets critical to public health and safety....” Section 8-23 references as one of the possible elements of a plan of conservation and development the inclusion of “programs for the implementation of the plan, including ... (E) plans for open space acquisition and greenways protection and development....” Conn. Gen. Stat. § 8-23(f)(6).

Section 8-24 permits the approval of appropriations for a proposal prior to obtaining the approval required by the section, but if the project is subsequently disapproved the appropriation and the method of financing of such appropriation shall not be effective until such disapproval is overridden as provided in the statute. While only expressly addressing referrals for a report

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following the approval of an appropriation, necessarily implied by this provision is that an appropriation for a purpose requiring a Section 8-24 report, and the method of financing that appropriation, are not effective in all cases unless an approval is obtained, or a disapproval overruled, consistent with the statute.

Further, Connecticut courts have held that failure to comply with the approval provisions of Section 8-24 when required will result in the invalidity of the municipal actions related to the proposal. See Trivalent Realty Co. v. Westport, 2 Conn. App. 213, 477 A.2d 140, 1984 Conn. App. LEXIS 626 (Conn. App. Ct.), *cert. dismissed*, 194 Conn. 807, 482 A.2d 712, 1984 Conn. LEXIS 709 (Conn. 1984) (benefit assessment for municipal off-street parking lot invalidated for failure to obtain Section 8-24 approval of parking lot proposal); see also Leoni, *supra*, (holding, among other things, that by failing to refer its sewer main extension to the planning commission, the WPCA's action were in violation of Section 8-24, and invalidating the WPCA's related condemnation action seeking to obtain easement for resulting increased water flow over abutting property).

One of the roles and responsibilities of bond counsel in municipal bond financing is to render an objective opinion which assures investors that a bond issue does not suffer from any defect which could result in a court holding that a bond issue was invalid. See National Ass'n of Bond Lawyers, *The Function and Professional Responsibilities of Bond Counsel*, 12 (2011, Third Edition). In order to render an opinion that the issue is free from any such defect, bond counsel must conclude that it is "firmly convinced" that, "under the law in effect on the date of the opinion, the highest court of the relevant jurisdiction, acting reasonably and properly briefed on the issues, would reach the legal conclusion stated in the opinion." *Id.* at 11. Therefore, because of the stringent standard that bond counsel must adhere to when rendering an opinion, it is impossible for us to render an opinion where there is any unresolved issue as to whether adequate procedures were followed by a municipality in authorizing an issue of bonds or notes.

Given that:

- a natural reading of the language of Section 8-24 would not clearly exclude municipal open space acquisitions from its scope;
- there is no judicial interpretation of the language cited above regarding the acquisition of land for parks or other municipally owned property that would exclude open space acquisitions;
- the plan of conservation and development, which forms the basis for determining whether a proposal is approved or disapproved pursuant to Section 8-24, includes various conservation-related items, and by statute specifically may include open space application plans;

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- the appropriation for a proposal requiring approval pursuant to section 8-24, and the method of financing that appropriation, are not effective if such approval is not obtained or a disapproval overridden; and
- the opinion standard required by purchasers of municipal bonds and notes is extremely high,

we as Bond Counsel to the Town have concluded that we would be unable to provide an approving opinion on financings for municipal open space acquisitions in the absence of an approval of such proposal or a proper override of a disapproval of the proposal pursuant to Section 8-24.

Please contact me if you have any further questions or comments on this issue, or if we can be of other assistance.

Very truly yours,

*Doug*

Douglas W. Gillette

cc: Kristin S. Burgess, Esq., Day Pitney LLP

MOTION:

Agenda Item N-5

To authorize the Town Manager to sign the attached agreement for the installation of a monitoring well on the Town right-of-way along Fienemann Road in the vicinity of Colt Highway.

NOTE: This monitoring well has been requested by the Environmental Consulting Engineer for the former Mobil Station at 348 Colt Highway, as ordered by the DEEP as part of consent order number DEP3556. This agreement has been reviewed and approved by the Town Attorney. It is in the Town's interest to cooperate with the Connecticut Department of Energy & Environmental Protection. The Town has agreed to this type of activity in the past.

Staff will be at the meeting should the Town Council have any questions.

Attachment

## SITE ACCESS AGREEMENT PERMISSION TO ENTER PROPERTY

This Site Access Agreement ("Agreement") is made by and between the Town of Farmington ("Owner"), and ExxonMobil Oil Corporation ("ExxonMobil") regarding the Owner's right of way known as Fienemann Road ("Site"). ExxonMobil requests permission to enter the Site for the exclusive purpose of conducting environmental assessment activities associated with the Connecticut Department of Environmental Protection's (CTDEEP) Consent Order No. DEP3556 (the "Consent Order") associated with the former Mobil Oil Corporation service station located at 348 Colt Highway, Farmington, CT 06032.

1. Owner hereby gives permission to ExxonMobil, and/or ExxonMobil's agents or assigns including, but not limited to, ExxonMobil employees, Kleinfelder Inc. ("Kleinfelder"), and other authorized environmental consultants and/or contractors (collectively, "Authorized Parties") to enter upon the Site to perform assessment activities at the Site (the "Work"). This permission is effective immediately upon the execution of this Agreement by Owner and ExxonMobil.
2. The permission granted by Owner under this Agreement is contemplated to be used in the area depicted on certain plan attached hereto as Appendix A, and specifically made a part hereof, for the following Work activities that will be performed by Authorized Parties:
  - a. Investigation of soil and/or groundwater, including the installation of one groundwater monitoring well, the use of drilling equipment for collection of soil and/or bedrock samples, the geophysical logging, gauging, surveying and sampling of the monitoring well, installation of a bedrock FLUTE liner, preparation of site sketches, taking photographs, and any testing or sampling of groundwater deemed appropriate by the Program. Typical time for the monitoring well installation is approximately 5 to 6 days. Typical time for the sampling of the monitoring well is 3 hours which will be conducted two to four times annually. The monitoring well will be installed by a State of Connecticut Licensed Well Drilling Contractor in accordance with State of Connecticut Well Drilling Board Regulations.
  - b. On-site observation and oversight of environmental investigation activities.
  - c. Disclosure of environmental information as required by law.
3. Upon completion of the well installation, Authorized Parties will restore the surface of the property as near as practicable to its condition immediately prior to commencement of such activities.
4. Authorized Parties may enter the Site from 7:00 a.m. to 6:00 p.m., and the Town Engineer will be notified at least 24 hours in advance of any planned sampling activities on the site.
5. Authorized Parties shall enter the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement.
6. Each Authorized Party severally hereby defends, indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement.
7. Authorized Parties will supply to Owner all information derived from the environmental investigation conducted at the site. Information will be held in confidence except as instructed by the Owner, ExxonMobil, the Program, or as required by law.
8. ExxonMobil will maintain the monitoring well at no cost to the Owner.
9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.
10. Authorized Parties will give notice to the Town Engineer at least one week in advance of the start of the monitoring well installation activities at the Site.
11. Owner ensures that Owner and any/all Site operators will give Authorized Parties reasonable access to the immediate area where the monitoring well is located for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
13. This Agreement shall expire upon the CTDEEP's issuance of a No Further Action Letter for Consent Order or until such time that Authorized Parties or the Program determine that sampling of the monitoring well is no longer required. At such time, ExxonMobil will abandon the monitoring well at no cost to the Owner. The monitoring well will be abandoned by a State of Connecticut Licensed Well Drilling Contractor in accordance with State of Connecticut Well Drilling Board Regulations.
14. ExxonMobil shall ensure that its consultant, Kleinfelder, maintains liability insurance on an occurrence basis totaling not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, worker's compensation, employer's liability and other insurance required by law. Owner shall be named as an additional insured on all such policies. Kleinfelder shall provide Owner with evidence of all required insurance prior to exercising any access rights hereunder.
15. ExxonMobil shall be responsible for all investigation, remediation and monitoring required to the extent such investigation, remediation and monitoring relates to contamination, if any, attributable to ExxonMobil's acts or omissions or that of its predecessors in title. Such Work shall include the investigation, remediation and/or monitoring activities necessary to achieve compliance with applicable federal, state and local laws, rules, regulations, codes, ordinances, orders, directives, decrees, permits, licenses and judgments relating to and protecting the air, water, soil, natural resources and natural environment (collectively referenced herein as "Environmental Laws"). ExxonMobil shall work only with qualified engineers, contractors, and consultants with respect to the Work (Attachment A), and such individuals shall be reasonably acceptable to and approved by Owner. ExxonMobil will provide Owner with copies of all final filings and correspondence relating to compliance with the Consent Order.
16. The qualified consultant ExxonMobil has hired to address the defined Work is Kleinfelder. Kleinfelder will use only qualified personnel and subcontracted personnel to complete the defined Remedial Work. Proposed subcontracted personnel are identified in the Work Plan attached as Appendix A.
17. If the results of the Work indicate that the Site contains petroleum-related impacts from the former service station at 348 Colt Highway, as required by the CTDEEP and the Consent Order, ExxonMobil shall remediate from the groundwater of the Owner's property any of the following chemicals which are detected in the monitoring well placed upon the Owner's property: volatile organic compounds (VOCs) and methyl tert-butyl ether (MTBE), semi-volatile organic compounds (SVOCs), extractable total petroleum hydrocarbons (ETPH), lead and arsenic.

EXXONMOBIL OIL CORPORATION

TOWN OF FARMINGTON

  
 By Michael A. Lamarre  
 Agent and Attorney in Fact

\_\_\_\_\_  
 Kathleen A. Eagen, Town Manager  
 Duly Authorized

Date

8/28/15

\_\_\_\_\_  
 Date of Authorization

Phone Number

401.434.2352

\_\_\_\_\_  
 Phone Number



MOTION:

Agenda Item N-7

To authorize the Town Manager to sign the attached Resolution to implement the Workforce Innovation and Opportunity Act (WIOA) of 2014 in accordance with Federal and State Law on behalf of the Town of Farmington, and the attached Amendment to the Intergovernmental Consortium.

NOTE:

The North Central Connecticut Workforce Development Area is comprised of 37 municipalities. This Area, in turn, works with a Workforce Development Board to implement the goals and objectives of the WIOA.

Capital Workforce Partners is this region's board. Its mission is to leverage public and private resources to produce skilled workers for a competitive regional economy in North Central Connecticut. A consortium of the region's chief elected officials appoints representatives to the board of directors from private sector business, education, labor, and public groups.

Capital Workforce Partner's investment in Farmington last fiscal year was over \$222,000 with 169 individuals served. Additionally, one Farmington healthcare employer benefited from the Healthcare Careers project and four (4) Farmington companies benefitted from wage incentives for newly hired employees.

The Town of Farmington has been a participant in the North Central Connecticut Workforce Development Area since approximately 2003. In 2014, a new federal law, the Workforce Innovation and Opportunities Act (WIOA), was implemented and superseded the previous enabling legislation (the Workforce Investment Act of 1998). This agenda item reconfirms the Town's participation in the Workforce Development Area and allows the Area to be fully compliant with WIOA.

Attachments

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL OR CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT ON BEHALF OF THE MUNICIPALITY OF**

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**TO IMPLEMENT THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 IN ACCORDANCE WITH FEDERAL AND STATE LAW**

**WHEREAS**, the 105<sup>th</sup> Congress of the United States of America enacted the federal Workforce Investment Act of 1998 ("WIA"), for the purpose of providing workforce investment activities through statewide and local workforce systems; and

**WHEREAS**, pursuant to WIA, the Governor of the State of Connecticut created the North Central Region consisting of thirty-seven municipalities (the "Municipalities"), including the Municipality of \_\_\_\_\_ (the "Municipality"); and

**WHEREAS**, in or about 2003 the Municipalities entered into an Intergovernmental Consortium Agreement (the "Existing ICA") to implement a local workforce system for the North Central Region; and

**WHEREAS**, the 113<sup>th</sup> Congress of the United States of America enacted and President Obama signed into law on July 22, 2014 the federal Workforce Innovation and Opportunity Act of 2014 ("WIOA"), to continue with certain changes the policies and programs created and administered under WIA, including the initial re-designation of the North Central Region as the North Central Connecticut Workforce Development Area (the "Local Area"); and

**WHEREAS**, the implementation of WIOA and the re-designation of the Local Area shall require amending the Existing ICA through the execution of an amendment creating an Amended and Restated Intergovernmental Consortium Agreement (the "New ICA") among the Municipalities in the Local Area specifying among other things the powers and authority of the Consortium of the Municipalities created thereby (the "Consortium"), the process for the selection of the members of the workforce development board, the designation of a grant recipient and of a sub grant recipient/administrative agency/fiscal agent and a statement of accountability for allocated federal workforce funds; and

**WHEREAS**, the Municipality wishes to remain a part of the Consortium and the Local Area and to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to its constituents, by entering into the New ICA;

**NOW THEREFORE BE IT RESOLVED**, that the Municipality having complied with all of its municipal and other applicable requirements to enter into the New ICA, authorizes its chief elected official or chief executive officer to execute any amendment or other documents and to do such other lawful things as are necessary to enter into the New ICA on behalf of the Municipality; and

**BE IT FURTHER RESOLVED**, that the Municipality authorizes its designated representative to the Consortium to act for the Municipality on all Consortium matters as set out in the New ICA.

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Signature, Authorized Official  
Title:

---

Date

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT  
BY AND AMONG THE MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON,  
CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON,  
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON,  
MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE,  
PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR,  
SOUTHINGTON, STAFFORD, SUFFIELD, TOLLAND, VERNON,  
WEST HARTFORD, WETHERSFIELD, WINDSOR AND WINDSOR LOCKS.

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the "Agreement"), entered into by and among the above-captioned municipalities (the "Municipalities") in or about 2003. The Municipalities (sometimes hereinafter individually a "Party" and collectively the "Parties") collectively constitute the North Central Connecticut Workforce Development Area (the "Local Area").

**WITNESSETH**

WHEREAS, each of the Municipalities of the Local Area entered into the Agreement pursuant to the Connecticut General Statutes, in order to form the Local Area under the Workforce Investment Act (hereinafter "WIA") and implement a local workforce system for the Local Area; and

WHEREAS, on July 14, 2014 the United States Congress enacted the Workforce Innovation and Opportunity Act, (hereinafter "WIOA") which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Connecticut (the "State"); and

WHEREAS, each of the Municipalities desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the "Consortium") created pursuant to the Agreement and which additionally constitutes the Local Area;

**NOW THEREFORE**, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

## ARTICLE I: AMENDMENT PURPOSE

It is the purpose of this Amendment to re-affirm and restate the duties, powers, and obligations of the Consortium of the Local Area under the Agreement, in order to be in compliance with WIOA.

## ARTICLE II: PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a. Each signatory hereof on behalf of a Municipality represents and warrants that he or she has the necessary authority to execute this Amendment to bring the Agreement into compliance with WIOA as it applies to local workforce development areas consisting of multiple units of local government. Each Party through its signatory represents and warrants that it has: (i) complied with any and all municipal and other applicable requirements for amending and restating the Agreement; (ii) becoming a member of the Consortium; and (iii) designating a Representative (as hereinafter defined) to serve and act on the Municipality's behalf. Further, each Party has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to execute this Amendment, as evidenced by the signature of the signatory for such Party which is affixed to the execution pages of this Amendment.
- b. On and after the Effective Date (as hereinafter defined), each Party shall be represented by either its chief elected official or another elected official appointed by such Party, to represent such Party for all purposes hereof (in either case, its "Representative").
- c. The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015 (the "Effective Date"), and that upon such execution and on and after the Effective Date, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to Section 107(c)(1)(B) of WIOA.

## ARTICLE III: TERM

- a. The Agreement (as amended hereby) shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1<sup>st</sup> for successive one-year terms, unless or until
  - i. The governor of the State (the "Governor") re-designates the Local Area,
  - ii. The date that is forty (40) years after the Effective Date, or
  - iii. Any Party withdraws from the Consortium by giving written notice to the other Parties, at least ninety (90) days prior to the end of a program year for receipt of federal workforce funds.

- b. If any Party so withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such member. The pertinent Municipality shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such Party's withdrawal.
- c. The Agreement shall remain in full force and effect until such time as the Governor has been notified and has taken such action as is appropriate to address designation and services issues for the Local Area.

#### ARTICLE IV: ORGANIZATION

- a. Consortium Membership and WIOA Chief Elected Official Designation
  - i. Each Representative of a Party shall be either: (a) the chief elected official of his or her respective Municipality; or (b) an elected official designated by such Municipality's governing body to serve as such Municipality's "Chief Elected Official" for the purposes required under WIOA.
  - ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the "Chief Local Elected Official" of the Local Area for all WIOA purposes during his or her term of office.
- b. Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business
  - i. The Officers of the Consortium (the "Officers") shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives, and shall serve for a two year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year, to follow municipal elections occurring in November of such years.
  - ii. Notwithstanding Section (b)(i) above, the Parties agree that the Officers for purposes of this Agreement and initial WIOA implementation shall be the Mayor of East Hartford, who shall serve as Chairperson, and the Chairman of the Town Council of Glastonbury who shall serve as Vice Chairperson.
  - iii. The term of office of the initial Officers described in Section (b)(ii) above shall begin on the Effective Date and shall extend through December 31, 2017.
  - iv. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for regularly scheduled meetings in a manner that

accommodates all thirty-seven Municipalities. To that effect the Consortium hereby designates from among its membership the Representatives of the following nine (9) Municipalities to serve as the Council of Elected Officials (the "Council") for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers:

Bloomfield  
Bristol  
East Hartford  
Enfield  
Enfield  
Glastonbury  
Manchester  
New Britain  
Plainville  
Windsor Locks

- v. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
  - vi. The Council shall elect the Chairperson and Vice Chairperson in accordance with the schedule described in Section b (i) above, based upon a simple majority of the members of the Council constituting a quorum, once a quorum has been seated at its biannual December election meeting.
  - vii. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.
- c. Duties of the Chairperson
- i. The Chairperson shall call regular and special meetings of the Consortium and of the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and of the Council.
  - ii. The Chairperson shall be a member of all Council committees (as hereinafter described), and may vote on all matters which may come before the Consortium and the Council.
- d. Duties of the Vice Chairperson

- i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
- ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Council.

e. Committees

- i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
- ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
- iii. The Chairperson shall appoint and reappoint the members of any such committee from among the Representatives of the Council or of the Consortium, and shall designate the chairperson thereof and fill vacancies thereon; however any Representative of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.

f. Full Consortium Meetings and Quorum Requirements

- i. Regular Meetings. Unless otherwise specified by resolution of the Consortium, the Annual Business Meeting of the Consortium (as hereinafter described) shall constitute the regular meeting thereof.
- ii. Special Meetings. Special meetings shall be held by call of the Chairperson or by petition to the Chairperson from those Representatives of at least nine members of the Consortium.
- iii. Annual Business Meeting. The Annual Business Meeting, at which a report on the program performance and presentation of the annual audit shall be made, shall be held on a date and place to be selected by the Chairperson, but such meeting shall be held no later than December 31st of each year.
- iv. Call of Meeting. Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless such matter is approved by a simple majority of the Representatives present and constituting a quorum.

- v. Minutes. Minutes of the Consortium meetings and other official actions shall be of public record.
- vi. The Consortium shall follow Robert's Rules of Order for the conduct of meetings of the organization.
- vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
- viii. Quorum. For conducting the Consortium's business, any nine (9) Representatives shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
- ix. To the extent allowed by the Connecticut General Statutes, Representatives may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However Representatives shall make every effort to attend in person.
- x. Each Representative shall be entitled to a vote at meetings of the Consortium.
- xi. There shall be no proxy or alternate votes at meetings of the Consortium.

g. Council Meetings

- i. Regular Meetings of the Council shall be held a minimum of four times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.
- ii. The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
- iii. Special Meetings. Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.

- iv. Call of Meeting. Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non agenda matters may be presented at a meeting of the Council so long as approved by a simple majority of a quorum present at the meeting.
  - v. Minutes. Minutes shall be kept of all Council meetings and shall constitute a public record.
  - vi. The Council shall follow Robert's Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
  - vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
  - viii. Quorum. Five members of the Council shall constitute a quorum for conducting the Council's business and a majority vote of the quorum shall be sufficient to move an item of business. Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.
  - ix. Should the Council appoint any committees, three (3) Representatives shall be required in order to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
  - x. To the extent allowed by the Connecticut General Statutes, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However members shall make every effort to attend in person.
  - xi. Each Council member shall be entitled to a vote at meetings of the Council.
  - xii. There shall be no proxy or alternate votes at meetings of the Council.
- h. Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of

its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.

- ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
  - iii. The Consortium designates the North Central Connecticut Workforce Development Board (the "Workforce Board") to be the sub-grant recipient and Administrative Entity/Fiscal Agent for purposes of receipt of federal WIOA funds.
  - iv. The staff of the Workforce Board shall provide staff and related support to the Consortium and the Council. Such staff shall carry out the policies of the Consortium and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium and Council to carry out their respective business.
- i. Appointment of Workforce Board Members
- i. The Council shall appoint the Workforce Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
  - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
    - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Council from among individuals nominated by local business organizations and business trade associations.
    - B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
  - iii. Not less than 20 percent of the members of the Workforce Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.

- A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists
  - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
  - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth, including representatives of organizations serving out-of-school youth.
- iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
- A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy
  - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
- v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment
- vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
- A. A representative of economic and community development entities

- B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
  - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area
- vii. The Council may appoint representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
- viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.
- ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- x. Appointees to the Workforce Board may represent more than one category of membership however; each such appointee shall only have one vote per issue.
- xi. All Workforce Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Board appoint a nominating committee to make recommendations to the Council, initially as described (as of the Effective Date) in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
- xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
- xiii. Workforce Board Member Terms
  - A. The Council shall appoint the members of the Workforce Board for three year staggered terms. Members may be reappointed at the pleasure of the Council.
  - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such

positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.

- C. The Council shall establish a procedure for being informed of vacancies on the Workforce Board by the staff providing Workforce Board support. In the event of notification of a vacancy a new member shall be appointed from the category of membership in which the vacancy occurred. The appointment shall be made in accordance with the nomination process applicable to the category of membership in which the vacancy occurred. The member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.
  
- D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
  - 1. That a Workforce Board member has had more than 3 unexcused absences, or
  - 2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
  - 3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
  - 4. That a Workforce Board Member has committed an act of moral turpitude

ARTICLE V: POWERS DELEGATED TO THE CONSORTIUM, THE COUNCIL AND THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a. The Council shall appoint the members of the Workforce Board in accordance with State and WIOA criteria.
- b. The Council shall be responsible for requesting Local Area designation as appropriate and timely,
- c. In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process.
- d. The Council has identified the Workforce Board as the entity which shall be responsible for disbursing grant funds.

- e. The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective Municipality. However in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members' liability, to the extent allowed by law.
- f. The Council, pursuant to state and federal legislation regarding workforce investment systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
  - i. The power to contract with the Workforce Board.
  - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring, which shall include receiving quarterly performance reports from the Workforce Board.
  - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
  - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
  - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
  - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Consortium's and Council's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.
- g. To the extent not delegated to and pursuant to an agreement with the Workforce Board, as permitted by USDOL guidance, the Council on behalf of the Consortium shall consult with the Governor on
  - i. The reorganization or decertification of the Workforce Board
  - ii. The designation of local areas
  - iii. The designation of regions
  - iv. The establishment and operation of the fiscal and management accountability information system

- v. Criteria for certifying one-stop centers
  - vi. Equitable and stable infrastructure funding for the one stop system.
  - vii. The local allocation formula for adult, dislocated worker and youth funds
  - viii. Requests for waivers of statutory and regulatory requirements under WIOA
- h. The Consortium and Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
- i. Workforce Board membership and member affiliation;
  - ii. Their meeting minutes;
  - iii. The four year plan and modifications to the plan prior to their submission to the State of Connecticut;
  - iv. The designation and certification of one-stop operators;
  - v. The process and selection of one-stop operators;
  - vi. The award of contracts to providers; and
  - vii. The process and decision to allow the Workforce Board to serve as the one-stop operator.
- i. The Council on behalf of the Consortium, together with the Workforce Board shall:
- i. Approve non mandatory one-stop partners;
  - ii. Comment on the State Plan;
  - iii. Negotiate the local and/or regional performance measures;
  - iv. Enter into regional planning as appropriate;
  - v. Set policy for the Local Area;
  - vi. Enter into an agreement regarding their roles and responsibilities;
  - vii. Work with the Governor in a disaster;
  - viii. Develop the local 4 year plan;

- ix. Develop 2 year modifications;
- x. Shall provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
- xi. Approve investments in youth programs as well as adult and dislocated worker activities;
- xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
- xiii. Assure the use and management of funds to maximize performance;
- xiv. Select and terminate the one-stop operator;
- xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
- xvi. Develop the Workforce Board budget;
- xvii. Decide on use of non-federal funds;
- xviii. Appeal the Governor's decision to reorganize;
- xix. Develop and enter into memoranda of understanding with the one-stop partners;
- xx. Approve optional one-stop partners; and
- xxi. Negotiate infrastructure costs

ARTICLE VI  
CONFLICT OF INTEREST AND CONFIDENTIALITY

- a. Consortium and Council Representatives shall not vote on matters coming before them for consideration if
  - i. the matter concerns the provision of services by the Representative or by an entity that the Representative represents; or
  - ii. the matter would provide direct financial benefit to the Representative or the immediate family of the Representative; or
  - iii. the matter concerns any other activity determined by the CLEO to constitute a conflict of interest as specified in the Regional Plan.

- b. Abstention. Consortium and Council Representatives shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c. Every effort shall be made when appointing non-business members to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Council.
- d. The Council shall ensure that the Workforce Board adopts a conflict of interest policy and a code of conduct.
- e. Confidentiality. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium or Council. Representatives shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council to any person or entity not directly involved with the business of the Consortium or Council. Further:
  - i. No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any matter with intent to obtain financial gain for the Representative, the Representative's immediate family or any business with which the Representative is associated.
  - ii. No Representative shall disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any manner with the intent to obtain financial gain for any other person.

#### ARTICLE VII: GENERAL PROVISIONS

- a. The Parties agree that Capital Workforce Partners, Inc. ("CWP") shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Municipalities, their elected officials or designees, and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained by CWP shall name the thirty-seven Municipalities and Consortium Parties as additional insureds, and

shall include, but not be limited to, coverage for directors and officers liability, professional liability and fiduciaries liability.

- b. The Workforce Board, as the sub-grant recipient, and Administrative Entity/ Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium and its members from and against financial loss and expense arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged deprivation of any person's civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious.
- c. It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties.
- e. Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective Municipality as the address for such notice-
- f. The Consortium shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g. Parties may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h. To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i. The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly

approved by the Consortium, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium.

- j. The Consortium authorizes the President/Chief Executive Officer of CWP to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council and CWP, and to enter into agreements for these goods and services, without obtaining prior Consortium or Council authority. Those goods and services procured for service providers and customers currently through CWP's RFP process shall require Workforce Board authority.
- k. This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State, excluding any choice of law provisions thereof; the effect of which would be to apply the substantive law of a State other than Connecticut.
- l. In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m. Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n. All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, effective as of the Effective Date, on separate signature pages, on the respective dates which accompany each signature.

SIGNATURE PAGE OF

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT AMONG THE  
MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON,  
CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON,  
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON,  
MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE,  
PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR, SOUTHWINGTON,  
STAFFORD, SUFFIELD, TOLLAND, VERNON, WEST HARTFORD, WETHERSFIELD,  
WINDSOR AND WINDSOR LOCKS.

THE MUNICIPALITY OF \_\_\_\_\_, through its

\_\_\_\_\_  
**[title]**

\_\_\_\_\_  
**[print name of authorized signatory]**

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

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