

**TOWN OF FARMINGTON, CT.  
OFFICE OF THE TOWN MANAGER  
REGULAR TOWN COUNCIL MEETING**

DATE: October 11, 2016  
(Council Members are asked to call the Town Manager's office if they are unable to attend the meeting.)

TIME: 7:00 P.M.

PLACE: COUNCIL CHAMBERS

**AGENDA**

- A. Call to Order
- B. Pledge of Allegiance
- C. Presentations and Recognitions
- D. Public Hearing- None
- E. New Items
- F. Public Comment
- G. Reading of Minutes
  - 1. September 13, 2016 Regular Town Council Meeting
  - 2. September 27, 2016 Regular Town Council Meeting
- H. Reading of Communications and Written Appeals
- I. Report of Committees
  - 1. UCONN Committee(s)
  - 2. Land Acquisition Committee
  - 3. Green Efforts Committee
  - 4. Joint Town of Farmington/City of Hartford Committee
  - 5. Bicycle Advisory Committee
  - 6. Farmington Gateway Committee
  - 7. Web Page Sub-Committee
  - 8. Farmington High School Building Committee
- J. Report of the Council Chair and Liaisons
  - 1. Chair Report
    - October 25<sup>th</sup> Meeting Topics: Goal 31 (Rails to Trails) and Goal 7 (Bike Committee)
  - 2. Board of Education Liaison Report
  - 3. Unionville Village Improvement Association Liaison Report

4. Town Plan and Zoning Liaison Report
5. Water Pollution Control Authority Report
6. Economic Development Commission Liaison Report
7. Human Relations Commission Report
8. Chamber of Commerce Report
9. Other Liaison Reports

K. Report of Town Manager – Quarterly Reports, Westwood Golf Course Award, Farmington Land Trust, South Road Award, Bond Sale

L. Appointments

1. Plainville Area Cable TV Advisory Council (R)
2. Plainville Area Cable TV Advisory Council (R)
3. North Central Regional Mental Health Board, Inc. (Wienke)(R)
4. Building Code Board of Appeals (Hammerberg)(D)
5. Unionville Historic District and Properties Commission Alternate (Meyer)(D)
6. Economic Development Commission (Connolly)(D)
7. Economic Development Commission (Karowski)(D)
8. Farmington Historic District Commission Alternate (Haviland)(R)
9. Housing Authority (Mason)(D)
10. Water Pollution Control Authority (Bagdigian)(D)
11. Unionville Historic District and Properties Commission Alternate (Forster)(R)

M. Old Business

N. New Business

1. To Authorize the Town Manager to Sign the 184 and 199 Town Farm Lease Agreement(s) Between the Phillips Family and the Town of Farmington.
2. That Appropriation Transfers be Made in the Fiscal Year 2015/2016 General Fund Budget.
3. That unobligated Capital Improvement Project (CIP) Transfers be Made to Close out Various Inactive CIP Accounts and Cover Shortfalls in other CIP Accounts.
4. To Approve a Resolution Regarding Pension Benefits to Former Police Employees.
5. To Approve a Resolution Regarding Pension Benefits to Former Non-Police Employees.
6. To Approve Property Tax Refunds.

O. Executive Session

1. Collective Bargaining

2. Land Acquisition

P. Adjournment

MOTION:

Agenda Item K

**Report of the Town Manager-** Quarterly Reports, Westwood Golf Course Award, Farmington Land Trust, South Road Award, Road Reconstruction Update, Bond Sale

**Quarterly Reports** – Attached

**Westwoods Golf Course Award**

We are happy to announce that the Westwoods Golf Course recently received an award from the Farmington Valley Visitors Association as one of the favorite golf courses in the Farmington Valley. This honor was received along with Simsbury Farms Golf Course. The "Best of the Valley" Awards celebrate member businesses and allows the winners more exposure to patrons.

**South Road Award**

The Town of Farmington received an award from the Capitol Region Council of Governments (CRCOG) in recognition of designing and expediting the delivery of the South Road Reconstruction Project. This was the first CRCOG Local Transportation Capital Improvement funded reconstruction project to be advanced through design and into construction in Fiscal Year 2016. The Public Works Department has worked very hard to have projects "shovel ready" and this award highlights the benefits of being prepared. Besides being recognized through this award, we are better positioned for grant funding. Congratulations to Russ Arnold and his team.

**Road Reconstruction Update**

The Public Works Department had a very successful road reconstruction season. All work for this year has been completed. The following has been completed in 2016:

**Farmington Village Area: 2.16 miles**

Meadow Road from west of the bridge to Route 10, Hobart Street, Winchell Smith Drive, Maple Street, Pearl Street, Maiden Lane, Mill Lane, Porter Road, Garden Street

**Lake Garda Area: 1.58 miles**

Birch Street from Pond Street to Lido Drive, Circle Drive, Colony Road, Ravine Road, Pine Drive, East Shore Blvd, Pond Street, Lido Road, Sunset Drive

**Cedar Lane Area: 0.90 miles**

Cedar Lane, Virginia Lane, Burke Crossing, Canterbury Lane, Larchwood West

All catch basin tops were replaced along with curbing and topsoil/seeding as required.

The 2017 construction season has the following areas scheduled for work: Pinnacle Road Area; Oakland Gardens Area; Lovely Street Area. All future work is contingent on funding availability and road conditions.

### **Conservation Easement to the Farmington Land Trust**

On July 11th of this year, the Town of Farmington closed on 8885 South Ridge Road and 8809 Settlement Road (Aiudi Property) for \$1,050,040 adding 90.48 acres of open space to the Town's open space holdings, preserving one of the last pristine sections of the Metacomet Ridge in Farmington and assuring the continuation of the New England National Scenic Trail through this area. In February of this year, we applied for an Open Space Watershed Land Acquisition Grant for up to 50% reimbursement from the State DEEP, but the awards for this grant-round have not yet been announced. Should a grant be awarded, the State will require a conservation easement requiring the property to remain publicly available for preservation and passive recreation only.

To further assure the protection of this property, the Farmington Land Trust has submitted a proposal requesting that the Town grant them, at no cost, a conservation easement over this property in exchange for a stewardship role in its protection. This idea was introduced by the Land Trust at the public hearing for this property's acquisition. In addition to providing another layer of protection for the property, the proposal would also make available to the Town the Land Trust's active membership of experienced land stewards, something the Town has not had the staff to provide beyond its parks and active recreation areas. The proposal includes assisting the Town in setting boundary markers and developing a natural resource management plan in addition to monitoring and annually reporting on boundary management, accessibility, misuse of property, hazardous conditions and invasives. Taking action on these findings and recommendations will remain the responsibility of the Town.

While this proposal does include positive benefits to the Town, including bringing the two organizations closer together in their mutual goal of preserving open space in Farmington, it should be done without relinquishing the Town's control and visible ownership of the property (signage should clearly indicate Town owned property).

I will be looking for direction from the Council as to whether the Town would like to move forward with the Land Trust's proposal.

### **Bond Sale**

On September 21, 2016 the Town sold \$5,500,000 in General Obligation Bonds in order to finance various capital projects and land acquisitions. Specifically the following projects were funded:

IAR Heating System	\$1,900,000
Road Improvements	\$1,500,000
Open Space Acquisitions	\$1,250,000
Fire Engine Pumpers (2)	\$ 850,000

The bonds were issued with a fifteen (15) year maturity, with principal due October 1<sup>st</sup> and interest due on October 1<sup>st</sup> and April 1<sup>st</sup> each year until the year 2031. The bonds, which were rated "Aaa" by Moody's, were sold on an open competitive basis

using and on-line bidding system. The Town received four bids. The low bidder was Fidelity Capital Markets who offered rates ranging from 2.0% to 4.0% depending upon the maturity date, with a premium of \$262,945. When the various rates and maturities are netted out against the premium received, the True Interest Cost to the Town is 1.8758%.

The number of bids received is a very positive sign that Town of Farmington debt is well regarded in the bond marketplace. Additionally, receiving an interest rate of less than 2.0% for a long term bond issue is a very good development for the Town and for the debt service budget over the next few years.

# **Town Manager Quarterly Report**

October 2016

## Town Manager's Goals – 2016-2018

### **Goal 2 Transportation and Land**

Improve the transportation systems and facilitate implementation of traffic improvement systems; endorse policies that expand, preserve and protect the character of neighborhoods with a balance between open space and land development.

<b><u>Desired Outcomes</u></b>	<b><u>Deliverables</u></b>	<b><u>2016-2018 Goals</u></b>
<p>2.1 Partner with the Town Plan and Zoning Commission (TPZ) to facilitate public awareness of the TPZ and Town Council roles, responsibilities and vision in land use matters.</p>	<p>The Development Wing participates and provides professional planning and technical support for all land use committees, including Planning and Zoning Commission, Zoning Board of Appeals, Architectural Review Committee the Inlands Wetlands Commission, Conservation Commission, Historic District commissions and the Economic Development Commission, and maintains a communication link between the public, the Land Use committees, Economic Development Commission and the Town Council.</p>	
<p>2.2 Collaborate with Town Plan and Zoning Commission to implement the vision in land use matters.</p>	<p>Assist the Town Plan and Zoning Commission with their leadership and policy-making roles and assist in the implementation of the Town of Farmington Strategic Plan. Ensure the administration and compliance with Town Plan of Conservation and Development. Review and make recommendations to the Town Plan and Zoning Commission regarding town planning issues</p>	<p>1) Provide needed support to ensure that the Farmington Gateways Committee moves forward and receives the appropriate staffing and funding to complete objectives. Provide Quarterly Reports to the Town Council. <b>See Attachment 1</b></p> <p>2) Prepare for the acquisition of the Parsons property in 2017. <b>See Attachment 2</b></p>

## Town Manager's Goals – 2016-2018

### Goal 2 Transportation and Land

Improve the transportation systems and facilitate implementation of traffic improvement systems; endorse policies that expand, preserve and protect the character of neighborhoods with a balance between open space and land development.

<u>Desired Outcomes</u>	<u>Deliverables</u>	<u>2016-2018 Goals</u>
<p>2.3 Collaborate with Federal and State officials to expedite traffic improvement plans.</p>	<p>Oversee actions taken to improve traffic issues to include meeting with the State of Connecticut staff representatives on a regular basis.</p> <p>Work with the State of Connecticut to implement future State DOT projects and apply to CRGOG or to the State for the new projects.</p>	<p>3) Manage actions taken to improve traffic problems including meeting with the State of Connecticut Department of Transportation on quarterly basis. Report on the following projects to the Town Council on a quarterly basis.</p> <p style="padding-left: 40px;"> <u>State Project(s)</u>                      #51-260 Backage Road Project                      #51-268 Rails to Trails Project                      #51-269 New Britain Ave. Project                      Route 4 Corridor Study Project                      South Road Reconstruction Project                 </p> <p><b>See Attachment 3</b></p> <p>4) Work with the Connecticut Department of Transportation to facilitate the construction of improvements to Route 10 at Route 4, including improvements to the northbound right-turn lane and southbound left-turn lane, which were originally proposed as part of State Project 51-260. Report to the Town Council on a quarterly basis.</p> <p><b>See Attachment 4</b></p> <p>5) To continue to evaluate the potential and location of an additional river crossing with the State of Connecticut Department of Transportation to alleviate traffic in the Town Centers.</p> <p style="text-align: right;"><b>Workshop with Town Council- September 27, 2016</b></p>

## Town Manager's Goals – 2016-2018

### Goal 2 Transportation and Land

Improve the transportation systems and facilitate implementation of traffic improvement systems; endorse policies that expand, preserve and protect the character of neighborhoods with a balance between open space and land development.

<u>Desired Outcomes</u>	<u>Deliverables</u>	<u>2016-2018 Goals</u>
<p>2.4 Seek innovative solutions to mitigate traffic problems including public transportation opportunities.</p>	<p>Staff to participate in the Traffic Review Board, coordinate and work closely with the police department special projects unit. Manage the statistical data and information from traffic accident data to address neighborhood traffic concerns and update the traffic enforcement plan.</p> <p>Staff to work with the Town Plan and Zoning Commission with regards to alleviating particular traffic issues in conjunction with developments that have been submitted to the Town Plan and Zoning Commission.</p> <p>Staff to continue to utilize non-structural improvements within new developments submitted to the Town Plan and Zoning Commission (school bus access, curb cuts, mass transit, and emergency access).</p>	<p>6) Provide needed support to ensure that the Bicycle Advisory Committee moves forward and receives the appropriate staffing support to complete objectives. Provide Quarterly Reports to the Town Council.</p> <p><b>See Attachment 5</b></p> <p>7) Town staff and Bicycle Committee begin to analyze the existing trail and parking lot system with respect to neighborhood accessibility. Prioritize higher connectivity versus low cost. Provide Quarterly reports to the Town Council.</p> <p><b>See Attachment 5</b></p> <p>8) The Police Department will work towards creating a separate traffic unit in the Farmington Police Department in order to increase enforcement and compliance of traffic laws, and work together with the community to address neighborhood traffic concerns. This Unit will also be responsible for managing data collection, and other relevant information required by the Traffic Review Board and the Town Manager.</p> <p><b>See Attachment 6</b></p>

## Town Manager's Goals – 2016-2018

### Goal 2 Transportation and Land

Improve the transportation systems and facilitate implementation of traffic improvement systems; endorse policies that expand, preserve and protect the character of neighborhoods with a balance between open space and land development.

<u>Desired Outcomes</u>	<u>Deliverables</u>	<u>2016-2018 Goals</u>
<p>2.5 Ensure that roads and sidewalks are maintained at a high level of quality and are accessible to all residents.</p>	<p>Public Works Department to manage the safe, efficient and effective construction and maintenance of public roadways, including directing road construction, snow, leaf removal, and tree removal and overall general maintenance and upkeep of all public roads</p>	<p>9) To complete the construction of sidewalks from Depot Place to Keene Place and administer the Main Street Grant. Provide quarterly reports to the Town Council.  <b>Status: Complete</b></p>
<p>2.6 Determine Farmington's citizen and business priorities for future land use in regards to initiatives put forth by federal and state agencies.</p>	<p>Maintain a communication link between the public, the business community and the Town through the implementation of the Plan of Conservation and Development and encourage those priorities at the federal and state level.</p>	<p>10) Prepare for the 10-year re-write of the Plan of Conservation and Development starting in 2017. Provide Quarterly Reports to the Town Council.  <b>See Attachment 7</b></p>
<p>2.7 Promote the maintenance, improvement and expansion of infrastructure.</p>	<p>Manage and continue to implement the maintenance and improvement plans for all Town infrastructures through the five-year Capital Improvement Plan. Assist in updating the Town's sanitary sewer master plan of the Water Pollution Control Authority.</p>	<p>11) To begin the construction of the comprehensive upgrade of the Water Pollution Control Plant. Provide quarterly reports to the Town Council.  <b>See Attachment 8</b></p>
<p>2.8 Collaborate with all relevant boards and commissions to preserve and protect the environment.</p>	<p>Assist and provide technical support to the Inlands/Wetlands and Conservation Commission with their leadership and policy-making roles in the implementation of the Strategic Plan. Work with the Land Acquisition Commission to continue the acquisition of open space and apply for state grants for reimbursement.</p>	<p>12) To work with the Farmington Cemetery Committee and Farmington State Legislative Delegation to identify town land that would be suitable for the expansion of the Riverside Cemetery.  <b>See Attachment 9</b></p>

## Town Manager's Goals – 2016-2018

### Goal 3 Economic Development

Promote growth of the tax base through programs and processes designed to encourage business retention, expansion and attraction while maintaining the character of the community.

<u>Desired Outcomes</u>	<u>Deliverables</u>	<u>2016-2018 Goals</u>
<p>3.1 Assure that Farmington's policies and procedures are competitive and conducive to economic development in the community.</p>	<p>Manage and support the Economic Development Commission in all aspects of the Economic Development policy and program.</p> <p>Establish and maintain working relationship with commercial real estate companies, developers, State of Connecticut Department of Economic Development, and local utility providers. Work in conjunction with the Planning and Development office on policy development.</p>	<p>13) Provide needed support to ensure that the Town Council UCONN sub-committee moves forward and receives the appropriate staffing support to complete objectives. Provide Quarterly Reports to Town Council.</p> <p><b>Status: Ongoing/Complete</b></p>
<p>3.2 Continue to monitor and update a plan that promotes the retention and expansion of existing businesses and attraction of new businesses.</p>	<p>Economic Development Director to participate in business visitation meetings and maintain a communication link between the business community and the Town Government. Maintain inventory of available Town properties, vacancy rates, and information on the local utility infrastructure. Provide guidance to businesses concerning various economic development programs. Track trend changes critical to businesses and develop reporting mechanisms to applicable parties.</p>	
<p>3.3 Ensure Farmington business satisfaction with business-related policies, and participation in Town sponsored/endorsed offerings and/or events.</p>	<p>Economic Development Director to serve as the Town's representative to a number of organizations such as the Chamber of Commerce. Maximize economic development through regional and civic cooperative efforts and organizations.</p>	<p>14) That the Town of Farmington actively participates in regional and state economic development activities; and provides quarterly reports to the Town Council.</p> <p><b>See Attachment 10</b></p>

## Town Manager's Goals – 2016-2018

### **Goal 3 Economic Development**

Promote growth of the tax base through programs and processes designed to encourage business retention, expansion and attraction while maintaining the character of the community.

<b><u>Desired Outcomes</u></b>	<b><u>Deliverables</u></b>	<b><u>2016-2018 Goals</u></b>
<p>3.4 Facilitate and partner with stakeholder groups to implement redevelopment plans.</p>	<p>Support businesses that are affected by redevelopment. Incorporate the needs of existing businesses in the planning process for redevelopment. Provide relocation assistance to affected businesses.</p>	
<p>3.5 Ensure that Farmington's economic development materials provide factual, timely and user-friendly information to existing and potential businesses.</p>	<p>Review and update communication materials. Promote Farmington businesses and economic development activities.</p>	<p>15) Per the Plan of Conservation and Development, seek to re-zone the 86-acre property (with 10 acres of usable land) at Batterson Park for office and or research and development use including uses eligible for the bioscience zone such as Jackson Labs.</p> <p><b>See Attachment 11</b></p>

# Town Manager's Goals – 2016-2018

## Goal 4 Budget

Operate with balanced budgets supported by stable and equitable revenues collected from varied public and private sources.

<u>Desired Outcomes</u>	<u>2016-2018 Goals</u>
<p>4.1                      Prioritize service expenditures (beginning with the 05-06 budget based on citizen polling/surveys) to ensure that services are competitive within the region and are based on "best practices".</p>	<p>16) Prepare and present the 2016-2017 Annual Budget to Town residents and ensure that a budget is prepared on a timely basis, according to Town Council direction and Town Charter guidelines.  <b>Status: Capital Budget Meeting – February 28, 2017</b></p> <p>17) Conduct contract negotiations with all of the Town's Bargaining Units. Provide Quarterly Reports to the Town Council on progress.  <b>Status: All Collective Bargaining Agreements settled.</b></p>

## Town Manager's Goals – 2016-2018

### **Goal 4 Budget**

Operate with balanced budgets supported by stable and equitable revenues collected from varied public and private sources.

<b><u>Desired Outcomes</u></b>		<b><u>2016-2018 Goals</u></b>
<p>4.2 Promote private contributions of funds and property to the Town.</p>	<p>18) Continue outreach to citizen, volunteer and business groups to promote monetary and property private contributions to the Town of Farmington. Allocate appropriate resources to enable the Town to assist groups through appropriate procedures and processes. Report to the Town Council on an annual basis.</p> <p style="text-align: center;"><b>See Attachment 12</b></p>	<p>19) Complete the revaluation of all real property located within the limits of the Town including a physical inspection of at least 50% of commercial properties for inclusion in the October 1, 2017 Grand List. Report to the Town Council on a quarterly basis.</p> <p style="text-align: center;"><b>See Attachment 13</b></p>
<p>4.3 Explore ways to increase and create more awareness of property tax relief for those in need.</p>	<p>20) Continue to meet with Farmington's delegation on a yearly basis to explore ways to decrease reliance on local property taxes.</p> <p><b>Status:</b> <b>Delegation will be invited to a Town Council meeting in January 2017 or February 2017.</b></p>	
<p>4.4 Coordinate efforts with elected federal and state officials to explore alternate ways to decrease reliance on the local property taxes.</p>		

## Town Manager's Goals – 2016-2018

### **Goal 5 Best Practices**

Incorporate Best Practices in all government services to provide excellent customer service and increase civic responsibility.

<b><u>Desired Outcome</u></b>	<b><u>2016-2018 Goals</u></b>
<p>5.1                      Deliver Town-wide services in accordance within industry standards, achieving maximum efficiencies and with above average levels of citizen/customer satisfaction.</p>	<p>21) Manage and monitor all Town departments to ensure they are effectively and efficiently making progress in achieving their individual, specific goals and objectives and that their efforts are in line with the mandates of the Strategic Plan and its goals. Regularly review programs, staffing regionalization efforts, and service levels to ensure that they are utilizing "best practices" in order to meet budgetary constraints and policy objectives. On a quarterly basis, report to the Town Council on the progress each department has made meeting its goals and objectives.</p> <p><b>Status: Ongoing/Complete</b></p> <p>22) Provide Town Council a yearly report on Town Manager's goals and objectives.</p> <p><b>Status: Pending June 2017</b></p> <p>23) Provide needed support to ensure that the Farmington High School Renovation Committee moves forward and receives the appropriate staffing support to complete objectives. Provide quarterly reports to the Town Council.</p> <p><b>See Attachment 14</b></p>

# Town Manager's Goals – 2016-2018

## Goal 5 Best Practices

Incorporate Best Practices in all government services to provide excellent customer service and increase civic responsibility.

	<u>2016-2018 Goals</u>
<p>5.1 (continued)            Deliver Town-wide services in accordance within industry standards, achieving maximum efficiencies and with above average levels of citizen/customer satisfaction.</p>	<p>24) Petition the State of Connecticut Department of Public Health under the Alternative Local EMS Plan Provision provided for by Public Act 14-217 to have the Primary Service Area Designations reassigned to the Town of Farmington for both Basic Ambulance Transport and Paramedic Service. Specifically, as authorized by the Town Council, to:</p> <ul style="list-style-type: none"> <li>a) Formulate and submit an alternative local emergency medical services plan prepared pursuant to Section 19a-181b to the Department of Public Health for reassignment of the Primary Service Area Designations for Paramedic and Ambulance Service within the Town of Farmington as allowed by Section 19a-181f, and to</li> <li>b) Formulate and submit a Petition and /or Application to the Commissioner of Public Health for the Reassignment of the Primary Service Area Designations for Paramedic and Ambulance Service Levels for the geographic area that is the Town of Farmington to the Town of Farmington in accordance with section 19a-181-f, and to</li> <li>c) Sign a contract with American Medical Response for two 24-hour Paramedic Level Ambulances with no subsidy to the Town.</li> </ul> <p><b>See Attachment 15</b></p> <p>25) Provide needed support to ensure that the Web Page Committee moves forward and receives the appropriate staffing support to complete objectives. Provide quarterly reports to the Town Council.</p> <p><b>Status: Complete</b></p>

## Town Manager's Goals – 2016-2018

### Goal 5 Best Practices

Incorporate Best Practices in all government services to provide excellent customer service and increase civic responsibility.

<u>Desired Outcome</u>	<u>2016-2018 Goals</u>
5.2 Endorse and track goals for elected and appointed Boards and Commissions and Department Work Plans on an annual basis.	26) Provide the Town Council with technical information, policy recommendation and legislative advice for each Town Council meeting.  <b>Status: Ongoing</b>
5.3 Establish a leadership role among Connecticut communities through the collaboration of the elected leadership – Town Council, Board of Education and Planning and Zoning.	
5.4 Conduct market research/survey periodically to better understand service levels and customer needs.	
5.5 Increase communication with and encourage participation of citizens, the business community and Town employees regarding the Town's governmental structure, processes and services.	27) Seek innovative efforts to increase public awareness related to the Town's social service offerings. Report on a quarterly basis to the Town Council.  <b>See Attachment 16</b>
5.6 Enhance high level of productivity and job satisfaction among Town-wide employees and volunteers.	
5.7 RE-affirm that 100% compliance with the Ethics Policy 100% of the time is the foundation of good government.	

## Town Manager's Goals – 2016-2018

### Goal 5 Best Practices

Incorporate Best Practices in all government services to provide excellent customer service and increase civic responsibility.

<u>Desired Outcome</u>	<u>2016-2018 Goals</u>
<p>5.8 Increase public awareness and municipal participation in "green" efforts including energy conservation, renewable resources, recycling, and other environmentally friendly practices. Establish a leadership role in the community in promoting environmentally friendly practices in Town. Explore ways to fund green initiatives.</p>	<p>28) To ensure that Green Efforts Committee moves forward and receives the appropriate staff support to complete its objectives. Provide oversight and needed support to ensure that the Green Efforts Committee, including the AMERESCO Performance Contract, moves forward and completes its objectives. Provide Quarterly reports to the Town Council.</p> <p style="text-align: center;"><b>See Attachment 17</b></p>
<p>5.9 Affirm that the ADA accessibility standard is the minimum standard and the Town will strive to exceed that standard</p>	

# Town Manager's Goals – 2016-2018

## Goal 6 Recreation

Provide wholesome programming for all populations including sports and physical fitness, cultural and creative programs, social programs, camp programs, golf course, and passive recreation to achieve creative solutions for a healthy community.

	<u>2016-2018 Goals</u>
<p>6.1 Promote and provide recreation programs for the entire community. Continue to review programs, staffing and budgetary consideration to ensure that all recreation programs continue to meet the needs of the entire community.</p>	
<p>6.2 Work with the Board of Education and Library to ensure that all recreation programs and resources are complementary; not in conflict with each other.</p>	
<p>6.3 Ensure that the ratio of Town funded recreation programs versus self-funded or user fee recreation programs are in line with "best practices" or are similar to comparable Connecticut municipalities.</p>	
<p>6.4 Provide adequate funding for the maintenance of recreational facilities and other capital improvements.</p>	<p>29) Town staff to develop a Recreation Capital Plan for Town Council approval.  <b>Status: Ongoing/ Capital Budget 2017</b></p>
<p>6.5 Offer a well maintained and managed municipal golf course in which the operations are in line with other municipal golf courses and best practices.</p>	<p>30) Town Staff to develop and recommend to the Town Council a long term strategic plan for the Golf Course.  <b>Status: Ongoing/Complete</b></p>

## Town Manager's Goals – 2016-2018

### Goal 6 Recreation

Provide wholesome programming for all populations including sports and physical fitness, cultural and creative programs, social programs, camp programs, golf course, and passive recreation to achieve creative solutions for a healthy community.

	<u>2016-2018 Goals</u>
<p>6.6 Town Council to address the ease of access to the Town's recreational facilities.</p>	
<p>6.7 Promote and provide access for the active and passive use of +Town land for recreational purposes.</p>	<p>31) Bi-annually add and conduct a moderated public forum to review all current plans for the Farmington Trails including Rails-to-Trails, bike and walking paths and to encourage open and active public comment and suggestions. Invite all stakeholders.</p> <p><b>Status: Presentation slated for October 25, 2016 Town Council meeting.</b></p> <p>32) To extend the Town Farm Road canal trail on the west side of Town Farm Road to the Avon Town line.</p> <p><b>See Attachment 18</b></p> <p>33) To re-establish the trail from the west side of the Farmington Center bridge to approximately the former Grist Mill dam.</p> <p><b>See Attachment 18</b></p>
<p>6.8 Manage the maintenance and use of Town open spaces. Expand recreational opportunities such and trails and recreational facilities through state grants.</p>	<p>34) Extend the Farmington Canal Heritage Greenway Trail to the Plainville town line. Complete the construction. Provide quarterly reports to the Town Council.</p> <p><b>See Attachment 19</b></p>

Attachment 1

**FARMINGTON GATEWAYS COMMITTEE**

**GOAL 1**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Farmington Gateways Committee — Goal 1  
DATE: October 11, 2016

**Provide needed support to ensure that Gateway Committee moves forward and receives the appropriate staffing and funding to complete objectives. Provide Quarterly Reports to the Town Council.**

BL companies was selected to conduct a market study, phase 1 environmental, traffic and parking analysis and conceptual designs for the Farmington Gateway study area.

A walk through was conducted with BL Companies on June 30, committee members and community members attended.

During the Committee's September 15 monthly meeting, Stan Gniazdowski presented the results of the market study he conducted over the past several months.

The committee met on September 28 to start discussing the vision for this area of town.

Bl Companies will gather the information from the September 28 meeting along with the results of the market study to begin to develop conceptual drawings for the area.

**In Progress: Accomplishments to Date:**

- Meetings were held on June 30, September 14, and September 28.
- A Gateway Committee E- Newsletter was sent on July 5 to report on the committee's activities and future meetings.
- A market study and phase 1 Brownfields assessment of the former Parson's site was completed.
- A thorough analysis of the Route 4 DOT project was conducted and enhancement for the area was finalized. Russ Arnold and Kathy Eagen obtained preliminary approval from DOT for 99% of the enhancements. Five Corners was selected as the committee's next study area, existing conditions were explored for this area.

Attachment 2

**PARSONS PROPERTY**

**GOAL 2**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Parsons Property — Goal 2  
DATE: October 11, 2016

**Prepare for the acquisition of the Parsons property in 2017.**

The town will be offered this property once the DOT Commission determines it is surplus and is no longer needed. That will occur after State Project # 51-260 is complete.

The purchase price will be based on 2 appraisals performed by DOT selected appraisers. The price will not be insignificant and the Town should be prepared and willing to pay the price. It is essential that the town control the future use of this property. The property is at the busiest and most recognizable gateway into town. The town must establish a "Vision" for this property. This vision must have broad based community support. The vision for the property will define Farmington for years to come.

In preparation for the acquisition the following has been or will be accomplished:

Determined the standard DOT disposition process for surplus land is concerning because the DOT or other state agencies could claim the property before it is offered to the Town;	Complete
Secured legislation to modify the disposition process so that the property is offered to the Town first.	Complete
Secured funding to Conduct a highly public process to develop interest and enthusiasm for the future use of the property and its surroundings.	Complete
Secured funding to start to develop a more detailed and realistic "Vision" for the property based on engineering and market characteristics.	Complete
Issue RFP through Gateways Commission to retain consulting team market analysis and detailed	Complete

engineering, architectural services.	
Review RFP responses with Gateways Commission and selected consultant	Complete
Determine final scope of services for consulting team, enter into contract.	Complete
Conduct two (2) public workshops as work progresses to make sure work is on right track and community support continues.	June 2016 and Sept 2016
Final presentation	October 2016
Based on Town Charter and Ordinances determine best course of action to secure funds for the purchase of the property.	January 2017
As DOT project nears completion begin lobbying Commissioner to start appraisal process for disposition of parcel.	January 2017

Attachment 3

**STATE DOT PROJECTS**

**GOAL 3**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: State DOT Projects—Goal 3  
DATE: October 11, 2016

**Manage actions taken to improve traffic problems including meeting with the State of Connecticut Department of Transportation on a quarterly basis. Report on the following projects to the Town Council on a quarterly basis.**

Project #51-260 Safety and Operational Improvements Route 4 / Backage Road: The CT DOT started the roadway reconstruction portion of the project in the Spring 2016. They are currently working on upgrades to the storm drainage system, water main replacement and other utility relocations. The project is approximately 20% complete. This is a two year construction project, to be completed in Fall 2018.

Project #51-268 Rails to Trails to Plainville CT: The project is under construction and is approximately 10% complete. The bridge over Route 6 is anticipated to be installed in the spring. This project is funded 80% Federal and 20% State. This project will complete our overall trail system in Town. This project will be completed Fall 2017.

Project #51-269 Intersection Improvements Route 177 at New Britain Avenue and Mill Street: The Department of Public Works, Engineering Division, has been working with our consultant to move the design forward through the DOT process. It is approximately 35% complete. The design is expected to be complete this upcoming winter/spring. There are several property takings that need to be done prior to construction. The DOT is handling these acquisitions. This project is funded 80% federal, 10% state, and 10% Town.

Route 4 CRCOG Corridor Study: The Town of Farmington, in conjunction with CRCOG, is working with the consultant to complete the study. CRCOG is managing the project. The study will take year to a year and half to complete.

South Road Reconstruction: The project is currently under construction and is approximately 30% complete. The drainage will be complete this fall and the majority of the roadway improvements will take place next spring and summer. The project is funded through the LOTCIP program through the DOT and CRCOG. This project will complete the in the Fall of 2017.

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: State DOT Projects—Goal 3-Summary  
DATE: October 11, 2016

PROJECT NAME	STATUS	COMPLETION
Project 51-260 Backage Road	In construction phase Construction 20% Complete	Fall of 2018
Project 51-268 Rails to Trails Plainville	In construction phase Construction 10% Complete	Fall of 2017
Project 51-269 Intersection Improvements New Britain Ave	In design phase Design 35% complete	Design to be completed Spring of 2016  Construction to begin Fall of 2016*  *Property takings may cause delays.
Route 4 CRCOG Study	In design phase Design 10% complete	Study to be completed Winter of 2017
South Road Reconstruction	In construction phase Construction 30% complete	Fall of 2017

Attachment 4

**STATE DOT PROJECTS**

**GOALS 4 - 5**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: State DOT Projects—Goals 4-5  
DATE: October 11, 2016

**Goal 4: Work with the Connecticut Department of Transportation to facilitate the construction of improvements to Route 10 at Route 4, including improvements to the northbound right-turn lane and southbound left-turn lane, which were originally proposed as part of State Project # 51-260. Report to the Town Council on a quarterly basis.**

The Town of Farmington's request to make minor improvements to the intersection has been agreed to by the DOT and a design change order is currently being worked on for incorporation into the project. The improvements will be to allow additional vehicles to make a right hand turn on red to Route 4 eastbound by changing the layout of the Route 10 northbound.

**Goal 5: To continue to evaluate the potential and location of an additional river crossing with the State of Connecticut Department of Transportation to alleviate traffic in Town Centers.**

Workshop was held with the Town Council on September 27, 2016.

Attachment 5

**BICYCLE ADVISORY COMMITTEE**

**GOALS 6 - 7**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Bicycle Advisory Committee—Goals 6-7  
DATE: October 11, 2016

**Goal 6: Provide needed support to ensure that the Bicycle Advisory Committee moves forward and receives the appropriate staffing support to complete objectives. Provide Quarterly Reports to the Town Council.**

Since receiving the League of American Bicyclists' bronze level designation in May 2014, the Bicycle Committee has been actively working to promote bicycling and bicycle safety within the Town. Sharrows and/or bicycle signage are now installed on Batterson Park Road, Middle Road, River Road, and Coppermine Road. The Town has also installed approximately 10 signs promoting our 'Bicycle Friendly Community' status.

Additionally, both the committee and Town Staff have actively supported the efforts of "Bicycle Friendly Farmington", a community group that shares the committee's goals of promoting bicycling and bicycle safety in Farmington.

**Goal 7: Town staff and Bicycle Committee begin to analyze the existing trail and parking lot system with respect to neighborhood accessibility. Prioritize higher connectivity versus low cost. Provide Quarterly reports to the Town Council.**

The Town of Farmington enjoys an extensive off-road bike network, with 6.7 miles of Farmington Canal Heritage Trail and Farmington River Trail located within the Town. The Engineering Division is in the process of compiling extensive mapping for the existing trail network and parking lot system with the objective of increasing the connectivity of the trail network to neighborhoods. The Bicycle Advisory Committee is working to locate existing neighborhood connections in order to quantify connectivity improvements vs. infrastructure costs and impacts.

At the October 25, 2016 Town Council meeting the staff of the Bicycle Committee will be updating the Town Council on their work.

Attachment 6

**SEPARATE TRAFFIC UNIT**

**GOAL 8**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Separate Traffic Unit—Goal 8  
DATE: October 11, 2016

**The Police Department will work towards creating a separate traffic unit in the Farmington Police Department in order to increase enforcement and compliance of traffic laws, and work together with the community to address neighborhood traffic concerns. This Unit will also be responsible for managing data collection, and other relevant information required by the Traffic Review Board and the Town Manager.**

The Traffic Officer position will be filled the first week of October. The Chiefs office is in the process of conducting interviews with current Farmington officers in order to fill the position with the most qualified candidate.

The position of Traffic Officer was created to provide comprehensive and focused services in addressing a variety of traffic and related concerns throughout the Town of Farmington. The Traffic Officer will serve full-time in this role. The position is a temporary assignment and the officer assigned will serve at the discretion of the Chief of Police. While traffic enforcement will be an important component to this position, most solutions will go well beyond such a simple and often ineffective approach. The Traffic Officer will play a more diverse and pro-active leadership role towards problem solving.

The Traffic Review Board is also in the process of analyzing traffic review board data and creating an extensive data base which will be used to increase enforcement.

Attachment 7

**PLAN OF CONSERVATION AND DEVELOPMENT**

**GOAL 10**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

TO: Town Council Members  
 FROM: Kathleen A. Eagen, Town Manager  
 RE: Plan of Conservation and Development – Goal 10  
 DATE: October 11, 2016

**Prepare for the 10-year re-write of the Plan of Conservation and Development (POCD) starting in 2017. Provide Quarterly Reports to the Town Council.**

To be of any value a Plan of Conservation and Development must be a living document, referenced frequently and enforced.

Current POCD was adopted in February 2008. Update due to State Office of Policy and Management in February 2018. There are now penalties for not having an updated POCD.

Begin emphasizing the purpose of the POCD by referencing it as it relates to all development applications and public improvements coming before PZC.	Ongoing
PZC require conformance to POCD for all development applications and public improvements.	Ongoing
Initiate practice of adopting "special area studies" as part of current POCD as allowed by statute. <ul style="list-style-type: none"> <li>• Southern Health Center Neighborhood Planning Study</li> <li>• Farmington Center Study</li> <li>• Five Corners Study</li> </ul>	Ongoing <ul style="list-style-type: none"> <li>• Adopted -Southern Health Center Neighborhood Planning Study</li> <li>• Hearing on Five Corners Sept. 26th.</li> <li>• Hearing on Farmington Center Study TBD.</li> </ul>
Begin explaining statutory requirements for POCD every 10 years and ramifications of non-compliance.	Done
Review current POCD with commission and identify relevant sections and most useful sections, and sections in need of updating.	Fall 2016
Research costs associated with POCD update.	Fall 2016

Use examples of newer POCD's adopted in other communities of similar size and socioeconomic characteristics as Farmington.	Fall 2016
Determine with PZC the updates required and the cost and approach.	Fall 2016
Request funding in 2016/17 budget	January 2017 estimate \$100 - \$150,000
Establish timeline, determine need for subcommittee, public outreach	February 2017
Assuming funds allocated 7/1/17 - Draft RFP, advertise, select consultant	August 2017

Attachment 8

**WATER POLLUTION CONTROL FACILITY UPGRADE**

**GOAL 11**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Water Pollution Control Facility Upgrade—Goal 11  
DATE: October 11, 2016

**To begin the construction of the comprehensive upgrade of the Water Pollution Control Plant. Provide Quarterly Reports to the Town Council.**

The Water Pollution Control Plant (WPCP) Comprehensive Upgrade was awarded to C.H. Nickerson, Torrington, CT as the lowest responsible bidder. Construction has begun and is estimated to be substantially complete in three (3) years.

The general contractor CH Nickerson mobilized and began work on site in March 2016. Spring and summer weather was favorable and the project is running on schedule. The design engineering firm Wright Pierce has a resident project representative on site daily and Town staff also monitors the construction on a daily basis. Formal progress meetings are held weekly, as well as a monthly progress meeting with the CH Nickerson, Wright Pierce, CT DEEP and Town staff. There have been no significant delays, cost increases or unanticipated problems to date. All inspections have also been satisfactory.

The Town has also worked with CH Nickerson and Wright Pierce from the beginning of the project to find cost savings and value engineering ideas. This collaboration has resulted in approximately \$500,000 in project credits.

Attachment 9

**FARMINGTON CEMETERY COMMITTEE**

**GOAL 12**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members

FROM: Kathleen A. Eagen, Town Manager

RE: Farmington Cemetery Committee – Goal 12

DATE: October 11, 2016

**To work with the Farmington Cemetery to identify Town land that would be suitable for the expansion of the Riverside Cemetery.**

The Town has continued to work with the Riverside Cemetery Association toward the location of suitable land for its future needs. The primary research has concentrated on 124 Scott Swamp Road. This 8.5 acre property, located on the south side of Route 6 and to the east of New Britain Avenue, is owned by the State DEEP. Although past efforts to have the property conveyed to the Town through the State Legislature for cemetery use have failed, the Town continued to work with State Legislators and DEEP representatives to determine if there is any chance of a conveyance in the future. The conclusion from the Legislators was for the Town to try to gain support from DEEP before moving forward legislatively at this time.

DEEP had submitted documents that confirmed that the property was acquired as part of the much larger Shade Swamp Sanctuary to the north. As such, even though the property is both physically and ecologically separated from this larger property, DEEP continued to deny support for a legislative conveyance. They did, however, introduce the possibility of a direct administrative transfer between the Town and the State. Unfortunately, a meeting with Graham Stevens, the DEEP Director of Land Management and Constituent Affairs, revealed that this was not possible as DEEP did not consider a cemetery open space.

With all avenues of gaining DEEP's support exhausted, the only remaining course of action is to gain support of State Legislators for a legislative conveyance of the property. While the opportunity for conveyance this year has passed, the Town will continue work with State Legislators toward the inclusion of the property in next year's Conveyance Bill. Town is currently working with Riverside Cemetery Association to prepare for January 2017 meeting with Legislators.

Attachment 10

**REGIONAL & STATE ECONOMIC DEVELOPMENT  
ACTIVITIES**

**GOAL 14**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Regional & State Economic Development Activities—Goal 14  
DATE: October 11, 2016

**That the Town of Farmington actively participates in regional and state economic development activities; and provides quarterly reports to the Town Council concerning regional and state activities.**

EDC members and the EDD actively partner with several regional groups such as Metro Hartford Alliance, CT Economic Development Association, and International Council of Shopping Centers. For this quarter, we participated in the following:

- CEDAS Monthly Board Meeting, July through September.
- Regional Economic Development roundtable; July through September
- NEDA Conference in New Haven
- Milford EDC Conference “ Using Art as an Economic Driver”
- Celebrate Bioscience – UCONN event
- Unionville Festival
- Farmington High School Capstone Event
- Central Chamber Business Breakfast; Economic Review
- CT NEXT Innovative Places grant planning meeting
- Regional Business After Hours at Dunning Gravel

Attachment 11

**BATTERSON PARK PARCEL**

**GOAL 15**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members

FROM: Kathleen A. Eagen, Town Manager

RE: Batterson Park Parcel – Goal 15

DATE: October 11, 2016

**Per the Plan of Conservation and Development, seek to re-zone the 86-acre property at Batterson Park for office and or research and development use including uses eligible for the bioscience zone such as Jackson Labs.**

The City of Hartford's Mayor's office was contacted to see where the project stands. We were referred to Treasurer Cloud. Treasurer Cloud manages the City's Pension Commission. The Hartford City Council approved conveying Batterson Park to the Pension Commission. On July 19, 2016, Nancy Nickerson, Rose Ponte and I met with the Hartford Pension Board to discuss the future of the project.

**In Progress:**

- On July 19, 2016 a meeting with members of the Hartford Pension Board and Town of Farmington leadership was held in Hartford to discuss the Batterson Park Project. After reviewing the project, Treasurer Cloud endorsed the project and was enthusiastic about moving forward.
- On August 15, 2016 Treasurer Cloud emailed to say they will be seeking approval from the City Council at their September 12, 2016 meeting.
- During the September 12, 2016 City Council Meeting, Mayor Bronin proposed amending City Ordinance 2-487 to allow proceeds of sale or conveyance of Batterson Park Land to be deposited other than in the Parks Trust Fund. A public Hearing has been set for October 17, 2016.
- The Farmington Delegation will be following up with Treasurer Cloud after the City of Hartford's public hearing on October 17, 2016

Attachment 12

**PROMOTE CHARITABLE CONTRIBUTIONS**

**GOAL 18**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Promote Charitable Contributions—Goal 18  
DATE: October 11, 2016

**Continue outreach to citizen, volunteer and business groups to promote monetary and property private contributions to the Town of Farmington. Allocate appropriate resources to enable the Town to assist groups through appropriate procedures and processes. Report to the Town Council on an annual basis.**

Construction on the Farmington and Avon Live Fire Training Facility is now substantially complete. Site work has begun around the building to install drainage and pavement.

The Grand Opening of the Farmington and Avon Live Fire Training Facility is planned for Saturday, November 5, 2016 at 1pm at the Live Fire Training Facility on Round Hill Road. This will be an opportunity for interested members of the community to tour the facility. Invitations will be sent out closer to the event date.

Attachment 13

**REVALUATION OF ALL REAL PROPERTY**

**GOAL 19**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Revaluation of All Real Property-Goal 19  
DATE: October 11, 2016

**Complete the revaluation of all real property located within the limits of the Town including a physical inspection of at least 50% of commercial properties for inclusion in the October 1, 2017 Grand List. Report to the Town Council on a quarterly basis.**

**In Progress/ Accomplishments to Date:**

The Town Assessor and Director of Finance have developed a Request for Proposals in order to find a qualified appraisal firm to assist the Assessor in the data collection, inspection and valuation work.

The Request for Proposals was sent to seven firms certified by the State of Connecticut to undertake revaluations in the state. A legal notice advertising the availability of the RFP was also published in the Hartford Courant.

Responses to the Request for Proposals are due back to the Finance Department by 11:00 a.m. on October 7 at which time they will be reviewed by the Assessor and Director of Finance.

Current schedule is to submit a recommendation to the Town Council at their November meeting for award of a contract to a qualified firm and to have the selected firm begin work by November 30, 2016.

Attachment 14

**Farmington High School**

**Renovation Committee**

**GOAL 23**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Farmington High School Renovation Committee—Goal 23  
DATE: October 11, 2016

**Provide needed support to ensure that the Farmington High School Building Committee moves forward and receives the appropriate staffing support to complete objectives. Provide quarterly reports to the Town Council.**

The Farmington High School Renovation Committee continues to meet in the Farmington High School Library on a bi-weekly basis. Kaestle Boos Associates, Inc. has been selected as the architect for pre-referendum services and will provide the committee with two design concepts for renovation/addition and one design concept for a new building. The anticipated timeline for schematic design is as follows:

- Concept Designs presented to FHS Renovation Committee-January 2017
- Finalize Schematic Designs & Concepts- April 2017
- Referendum- April/May 2017

As a part of the design process, the committee hosted two educational visioning sessions as well as a public planning workshop to receive feedback from community members and stakeholders. These events are the beginning of a full public participation process to create a vision for Farmington High School's facility.

The committee has been diligent in assembling a full team for pre-referendum services. A RFP for Owner's Representative Services was issued on August 6, 2016 and Colliers International was selected as a result of a rigorous proposal and presentation process. A subcommittee has been established to negotiate the Owner's Representative contract.

A RFP for Construction Management Services was issued on August 27, 2016 and the following firms will interview with the committee on October 5, 2016: FIP Construction, O and G International and Fusco Construction. The committee intends to make an award by the end of October 2016.

Attachment 15

**EMERGENCY MEDICAL SERVICES**

**GOAL 24**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Emergency Medical Services—Goal 24  
DATE: October 11, 2016

**Petition the State of Connecticut Department of Public Health under the Alternative Local EMS Plan Provision provided for by Public Act 14-217 to have the Primary Service Area Designations reassigned to the Town of Farmington for both Basic Ambulance Transport and Paramedic Service. Once the PSAs have been reassigned, prepare and issue an RFP and evaluate the responses to make a determination about whether the community is better served by staying with the current Basic Ambulance and Paramedic Services, or selecting different providers. Update the Town Council on progress and recommendations on a quarterly basis.**

UCONN Health has advised the Town that they will be relinquishing the Paramedic Primary Service Area Responder Designation for the Town of Farmington effective October 1, 2016. Town officials have reached out to American Medical Response and requested that they begin providing paramedic coverage for the Town of Farmington on October 1, 2016 to assure that there is no lapse in paramedic service. The Town is currently working to finalize a contract for AMR to provide 2 paramedic ambulances 24 hours a day, 7 days a week in Farmington at no cost to the Town. This will be a net increase in paramedic and ambulance coverage for Farmington. These actions are consistent with the resolution that the Town Council unanimously approved at the December 8, 2015 Town Council Meeting authorizing the Town Manager to:

- a) Formulate and submit an alternative local emergency medical services plan prepared pursuant to Section 19a-181b to the Department of Public Health for reassignment of the Primary Service Area Designations for Paramedic and Ambulance Service within the Town of Farmington as allowed by Section 19a-181f , and to
- b) Formulate and submit a Petition and /or Application to the Commissioner of Public Health for the Reassignment of the Primary Service Area Designations for Paramedic and Ambulance Service Levels for the geographic area that is the Town of Farmington to the Town of Farmington in accordance with section 19a-181-f, and to
- c) Sign a contract with American Medical Response for 2 24-hour Paramedic Level Ambulances with no subsidy to the Town.

Attachment 16

**PUBLIC AWARENESS OF SOCIAL SERVICES**

**GOAL 27**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members

FROM: Kathleen A. Eagen, Town Manager

RE: Public Awareness of Social Services—Goal 27

DATE: October 11, 2016

**Seek innovative efforts to increase public awareness related to the Town's social service offerings. Report on a quarterly basis to the Town Council.**

The entire department has been very active in marketing, information dissemination and outreach initiatives. Over the first quarter we have distributed our Community & Recreational Services Department wide brochure. The brochure remains an essential marketing tool for making the public aware of our department's social service offerings.

One important component of our programming is the community involvement and the collaborations not only within our own department but with numerous civic and non-profit organizations. This assists us in increasing the public awareness of all of the services offered. Some highlighted work that has been completed which enhances public awareness is as follows:

- Staff has reached out to civic and local businesses to raise funds for our summer concert series.
- Staff has planned and provided additional community events; the first one being the grandparent program in September. Plans are underway for a Fall fundraiser at the golf course on October 22<sup>nd</sup>. This event will provide programming for all the populations that we interact with and provide a fundraising effort for our Farmington Community Chest's Fuel Bank.
- Staff presented at the Tunxis Senior Citizens event on social and senior services.
- Staff has coordinated with the High School on several new programming initiatives, which have been made possible through grant funds from North Central Area Agency on Aging.
- Staff has worked with Farmington Community Chest to begin the process of raising matching funds for a splash pad.
- Staff has coordinated with Farmington High School's guidance department to provide clinical services to youths involved in risky behavior. This service was made possible through grant funds for our JRB.

Farmington Community Services/West Woods Golf Course Facebook page continues to provide regular publicity on events, programs and donations. Each posting has generated additional visibility opportunities and has increased information dissemination throughout our community. It has also allowed us a public arena in which to give highlight to our community supporters.

Attachment 17

**GREEN EFFORTS COMMITTEE**

**GOAL 28**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members

FROM: Kathleen A. Eagen, Town Manager

RE: Green Efforts Committee—Goal 28

DATE: October 11, 2016

**To ensure that Green Efforts Committee moves forward and receives the appropriate staff support to complete its objectives. Provide oversight and needed support to ensure that the Green Efforts Committee, including the AMERESCO Performance Contract, moves forward and completes its objectives.**

The Green Efforts Committee continues to be a leader in the community in promoting environmentally conscientious practices. The committee met regularly through the first half of 2016 to discuss their current projects and looked forward to possible 2017 initiatives.

1. Clean Energy Communities Municipal Pledge

The Town of Farmington is reaping the rewards for a few years of hard work in striving to achieve the goals outlined in the Clean Energy Communities Pledge signed in 2013. Over the course of the last three years Farmington has had 1,870 residential homeowners participate in energy saving programs, 291 rebates were issued for energy efficient products for the home, and 218 businesses participated in energy saving programs. This participation resulted in Energy Efficiency points earned for Farmington toward the redemption of a Bright Ideas Grant. We have been awarded one \$10,000.00 grant to date and are close to being able to earn a second \$10,000.00 grant. Additionally, Renewable Energy Points were earned for the installation of solar systems, CEFIA financing applications and for renewable energy outreach programs sponsored by the Town. The Renewable Energy Points have been redeemed and we have been awarded \$18,000.00 through Green Bank. The Renewable Energy award is paid directly to an Energy Efficient project for the Town. Currently the Bright Ideas Grant and the Renewable Energy award are earmarked for the Municipal Exterior Lighting Project.

2. Municipal Exterior Lighting Project

The Municipal Exterior Lighting Project has made notable progress through the first half of 2016. The project includes all seven schools and the Town Hall. Lighting plans have been completed for each location for the installation of LED parking lot lights and exterior building lights. Decorative parking lot lights have been selected for Union and Noah Wallace schools being mindful of the historic districts the schools are located in. Permitting

with the Town Planning and Zoning Commission is expected this fall. Construction is anticipated to start in summer 2017. The awards received through the Clean Energy Communities Municipal Pledge will be put toward the cost of the lighting project. Additionally, the funds saved and earned through the Ameresco Project will also be used to help pay for the lighting project.

3. At its most recent meeting in September the Committee discussed the status of its current projects and looked forward to its goals for 2017. In 2017 the Committee plans to work on the following:
  - a. Investigate the viability of installing solar on municipal buildings / properties
  - b. Annual Clean Up Day – April 29th
  - c. Establish a collaborative working relationship with the Land Trust and Conservation Commission to work on Invasive Species Management and Open Space Management
  - d. Investigate nominating the Green Efforts Committee for a Green Circle Sustainability Award
  - e. Monitor Previous Goals: Community Pledge, Exterior Lighting Project

Attachment 18

**RAILS-TO-TRAILS EXTENSION**

**GOALS 32-33**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Rails-to-Trails Extension—Goals 32-33  
DATE: October 11, 2015

**To extend the Town Farm Road canal trail on the west side of Town Farm Road to the Avon Town Line.**

This project will not be completed due to issues across the farm property and its current usage. The farmer is utilizing the area where the trail needs to be located.

**To re-establish the trail from the west-side of the Farmington Center bridge to approximately the former Grist Mill dam.**

Complete.

This section of trail has been re-established in the early summer months.

Attachment 19

**RAILS-TO-TRAILS EXTENSION**

**GOAL 34**

**OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

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TO: Town Council Members  
FROM: Kathleen A. Eagen, Town Manager  
RE: Rails-to-Trails Extension—Goal 34  
DATE: October 11, 2015

**To extend the Farmington Canal Heritage Greenway Trail to the Plainville town line. Complete the construction. Provide quarterly reports to the Town Council.**

The Town of Farmington is working with the Connecticut Department of Transportation (CT DOT) to extend the Farmington Canal Heritage Trail from its existing terminus at Red Oak Hill Road to the Town of Plainville. This project is part of a larger effort to complete the Farmington Canal Heritage Trail as an off-road bike trail from New Haven to the Massachusetts border and beyond. Red Oak Hill Road to the Town of Southington has been identified as the largest gap in this state-wide system, and it is the objective of this project to close this gap within the Town of Farmington.

The project involves converting the rail bed formerly utilized by the New Haven and Northampton railroad company to a multi-use trail. This trail will generally follow the former railroad south from Red Oak Hill Road in the vicinity of New Britain Avenue to Route 6. A pedestrian bridge is proposed in the general location of the former Route 6 railroad bridge and the trail will continue south generally following New Britain Avenue, Hyde Road, and Johnson Avenue.

Construction began in early June 2016 and work is expected to take just over a year. Efforts to date include the relocation of New Britain Avenue to accommodate the new bike path, and the beginning stages of path construction from Route 6 to Red Oak Hill Road have commenced. The project and the Town's efforts will be reimbursed through the State's Let's Go CT transportation fund. The project is approximately ten percent complete.



cc.  
Liz Daphin  
cc: KE  
cc: file

September 21, 2016

Kathleen A. Eagen, Town Manager  
Town of Farmington  
1 Monteith Drive  
Farmington, CT 06032-1053

Board of Directors

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Bruce Edgren  
Executive Director

Dear Ms. Eagen:

As you know, the Farmington Land Trust is interested in having the Town of Farmington grant an easement to the Land Trust on the Aiudi Property. We believe that this is a great opportunity for the Town, the Land Trust and the residents of Farmington to both further protect the land and to ensure that the condition of the land is periodically monitored to identify any activities that could affect its character as preserved space.

I think we all agree that properties on the ridgeline have always been deemed as desirable open space for the Town of Farmington. The Land Acquisition Committee, which includes representation from the Land Trust, has included many of these properties on its acquisition list since its formation in 1998. The committee's contribution in the town's acquisition of this property is laudable and represents a clear adherence to its mission of acquiring open space for the benefit of current and future town residents.

The Land Trust's interest is two-fold. First we join the Town in its desire to designate the space as protected and unavailable for future development. Second, we have an interest in preservation and protection in perpetuity which, as a private entity, is not subject to change by legislative whim. If state monies are received by the Town for partial reimbursement of the cost of the transaction, the property will be statutorily protected as open space, and unavailable for development, but such protections can be removed at a future date. Grant of a conservation easement to the Land Trust would effectively protect against such an occurrence.

Historically, town residents have consistently been committed to conservation. An easement to the Land Trust would guarantee that this commitment is honored and carried forward by future town officials, forever, who may or may not share the philosophy of current residents who made this acquisition possible.

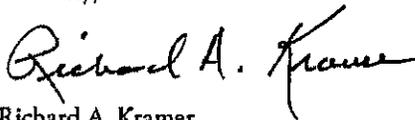
Kathleen A. Eagen, Town Manager  
September 21, 2016  
Page 2

Land Trust stewardship of conservation easements is generally limited to observation of the natural conservation and habitat of the parcel. The Land Trust is willing to provide stewardship of the Aiudi property, as detailed in the attached document. We will report observed maintenance issues, conditions, encroachments or trespasses but would leave it to the Town to take such actions as the Town determines are necessary to act on the encroachments or trespasses and perform repairs or natural conservation restorations.

The Land Trust has developed a "Natural Resource Management Plan" for many of our fee simple properties. Participation in a conservation easement would provide an excellent opportunity for the Town and the Land Trust to partner in the development of a natural resource management plan for this property. It is the next step after acquisition in the protection of open space.

The attached document is our stewardship proposal to the Town of Farmington should the town grant a conservation easement to the Land Trust.

Sincerely,



Richard A. Kramer  
President

**Attachments:**

Proposal for FLT Stewardship  
Property Line Report  
Access Points Report  
Metacomet Trail Report  
Environmental Report

**Proposal for Farmington Land Trust Stewardship of the Aiudi Property**

**I. Posting the Property Lines**

The first and perhaps most important activity will be to post the property lines and establish appropriate signage for the parcel. This is necessary so that other steward activities can proceed. It will also establish the boundary lines and notification of ownership for anyone hiking the property. The FLT will assist the Town in this activity and provide the "Protected by the FLT" signs. It is generally recommended that property corners, survey markers and intermediate points at suitable intervals along lengthy property courses be posted. The town surveyor would establish the property lines and the town would provide posts and any town signage. The FLT will assist town personnel with the physical effort of setting the posts in the recommended locations and will provide a "Protected by FLT" sign for each post.

**II. Stewardship Activity**

**a. Walk the Property Lines**

FLT stewards will walk the property lines, except in locations where prevented by the terrain, and report on

- i. Encroachments by abutting property owners
- ii. Condition of property markers
- iii. Property markers that are missing or need to be replaced.

The activity would be completed once each year, likely in the fall and the report filed with the town.

**b. Inspect the Customary Access Points of the Property**

FLT stewards will inspect the customary access points of the property at the Metacomet Trail head, Metacomet Road in Plainville, South Ridge Road, and Trumbull Lane in Farmington.

The inspection will note

- i. Condition of signage and parking facilities if any,
- ii. Vandalism, graffiti and other adverse impacts, and
- iii. Accumulation of trash and debris.

The report will be filed with the Town once each year.

**c. Metacomet Trail Report**

FLT and CFPA stewards will survey the conditions of the Metacomet Trail noting

- i. Trail conditions and accessibility,
- ii. Fallen and/or dangerous trees
- iii. Erosion,
- iv. Accumulation of trash and debris along the trail,
- v. Fire pits and signs of partying,
- vi. ATV activity, and
- vii. Vandalism, graffiti and other adverse impacts.

The report will be filed with the Town once each year.

d. **Property and Environmental Report**

The FLT will establish linear transits, the first being the Metacomet Trail, with other transits to follow in select locations as may be identified in a natural resource management plan for the Property as developed by the town and the Land Trust, along which stewards will observe and report on

- i. Invasives, e.g. Asiatic Bittersweet, Multiflora Rose and Japanese Barberry,
- ii. Poison Ivy,
- iii. Overgrowth,
- iv. Erosion,
- v. Signs of trespass,
- vi. Vandalism, and
- vii. Trash.

The activity would be completed once each year, likely in the fall, and the report filed with the town.

Sample steward reports follow.



Property Line Report

Date:	Steward:	Last Visited:
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Click Box or Check off what best applies. Use a separate sheet to discuss other issues.

Use Problems

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Fires/Fire Pits/Established use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Trespass	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Vandalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other adverse activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Encroachment by adjacent property owners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Natural Phenomena

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Fallen or dangerous trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overgrowth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Poison Ivy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Maintenance

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Damaged or insufficient trail signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Damaged or Insufficient FLT signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Missing survey posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please provide approximate coordinates of signage problems considered to be serious.

Please discuss other concerns/observations from the parcel survey and detail any items you have marked as being serious on a separate sheet.

Observations:



**Access Points Report**

Date:	Steward:	Last Visited:
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Access Point \_\_\_\_\_

*Click Box or Check off what best applies. Use a separate sheet to discuss other issues.*

**Use Problems**

	<i> Serious </i>	<i> Moderate </i>	<i> Slight </i>	<i> Absent </i>
1. Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Fires/Fire Pits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Vandalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other adverse activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Natural Phenomena**

	<i> Serious </i>	<i> Moderate </i>	<i> Slight </i>	<i> Absent </i>
1. Fallen or dangerous trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overgrowth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Poison Ivy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Maintenance**

	<i> Serious </i>	<i> Moderate </i>	<i> Slight </i>	<i> Absent </i>
1. Damaged or insufficient trail signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Damaged or insufficient FLT signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Missing survey posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Please discuss other concerns/observations from the parcel survey and detail any items you have marked as being serious on a separate sheet.**

**Observations:**



**Farmington Land Trust Steward Report**

Office Use Code \_\_\_\_\_

**Environmental Report for Transit \_\_\_\_\_**

<b>Date:</b>	<b>Steward:</b>	<b>Last Visited:</b>
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*Click Box or Check off what best applies. Use a separate sheet to discuss other issues.*

<b>Use Problems</b>	<b>Serious</b>	<b>Moderate</b>	<b>Slight</b>	<b>Absent</b>
1. Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Fires/Fire Pits/Established use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Vandalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Other adverse activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Invasives</b>	<b>Serious</b>	<b>Moderate</b>	<b>Slight</b>	<b>Absent</b>
1. Asiatic Bittersweet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Japanese Barberry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Honeysuckle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Multiflora Rose	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Winged euonymus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Autumn olive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Japanese knotweed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Others: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Natural phenomena</b>	<b>Serious</b>	<b>Moderate</b>	<b>Slight</b>	<b>Absent</b>
1. Fallen or dangerous trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overgrowth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Poison Ivy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Maintenance</b>	<b>Serious</b>	<b>Moderate</b>	<b>Slight</b>	<b>Absent</b>
1. Damaged or insufficient trail signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Damaged or insufficient FLT signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Missing survey posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Please discuss other concerns/observations from the parcel survey and detail any items you have marked as being serious on a separate sheet.**

**Observations:**



Metacomet Trail Report

Date:	Steward:	Last Visited:
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Click Box or Check off what best applies. Use a separate sheet to discuss other issues.

Use Problems

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Pets off leash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Fires/Fire Pits/Established use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Vandalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Adverse activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Invasives

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Asiatic Bittersweet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Japanese Barberry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Honeysuckle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Multiflora Rose	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Winged euonymus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Autumn olive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Japanese knotweed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Others: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Natural phenomena

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Fallen or dangerous trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overgrowth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Poison Ivy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Maintenance

	<i>Serious</i>	<i>Moderate</i>	<i>Slight</i>	<i>Absent</i>
1. Damaged or insufficient trail signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Damaged or insufficient FLT signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Missing survey posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please discuss other concerns/observations from the parcel survey and detail any items you have marked as being serious on a separate sheet.

Observations:

MOTION:

That \_\_\_\_\_ be appointed to the Plainville Area Cable TV Advisory Council for the balance of a two-year term beginning immediately and ending June 30, 2018. (R)

MOTION:

Agenda Item L-2

That \_\_\_\_\_ be appointed to the Plainville Area Cable TV Advisory Council for the balance of a two-year term beginning immediately and ending June 30, 2018. (R)

MOTION:

Agenda Item L-3

That \_\_\_\_\_ be appointed to the North Central Regional Mental Health Board, Inc. for the balance of a two-year term beginning immediately and ending September 30, 2017. (Wienke) (R)

MOTION:

Agenda Item L-4

That \_\_\_\_\_ be appointed to the Building Code Board of Appeals for the balance of a five-year term beginning immediately and ending September 30, 2021. (Hammerberg) (D)

MOTION:

Agenda Item L-5

That \_\_\_\_\_ be appointed to the Unionville Historic District and Properties Commission as an **Alternate** for the balance of a three-year term beginning immediately and ending September 30, 2017. (Meyer) (D)

MOTION:

Agenda Item L-6

That \_\_\_\_\_ be appointed to the Economic Development Commission for the balance of a two-year term beginning immediately and ending September 30, 2018. (Connolly) (D)

MOTION:

Agenda Item L-7

That \_\_\_\_\_ be appointed to the Economic Development Commission for the balance of a two-year term beginning immediately and ending September 30, 2018. (Karowski) (D)

MOTION:

Agenda Item L-8

That \_\_\_\_\_ be appointed as an **Alternate** to the Farmington Historic District Commission for the balance of a three-year term beginning immediately and ending September 30, 2019. (Haviland) (R)

MOTION:

That \_\_\_\_\_ be appointed to the Housing Authority for the balance of a five-year term beginning immediately and ending September 30, 2021. (Mason) (D)

MOTION:

Agenda Item L-10

That \_\_\_\_\_ be appointed to the Water Pollution Control Authority for the balance of a five-year term beginning immediately and ending September 30, 2021. (Bagdigian) (D)

MOTION:

Agenda Item L-11

That \_\_\_\_\_ be appointed as an **Alternate** to the Unionville Historic District and Properties Commission for the balance of a three-year term beginning immediately and ending September 30, 2019. (Forster) (R)

MOTION:

That the Town Manager is authorized to implement the following changes to the attached 199 Town Farm Road (Residence and Barns) and the attached 184 Town Farm Road (Fields) lease agreements with Rodger and Isabelle Phillips and is authorized to sign the amended agreements;

Section 2 - Initial Term -

The initial term of this Lease (the "Initial Term") shall commence on October 1, 2016 (the "Commencement Date") and terminate on \_\_\_\_\_, 20\_\_, unless extended or terminated as provided for below.

Section 4 - Rental -

During the Lease Term, Lessee covenants and agrees to pay annual rent to the Town of \_\_\_\_\_ payable on, or before, October 1<sup>st</sup> of each year this Agreement is in effect. Per the 184 Town Farm Road Lease Agreement, the Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to \_\_\_\_\_ Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$\_\_\_\_\_. Lessee agrees to deliver Lessor's share to \_\_\_\_\_.

Note:

The original leases were for a three year initial term. They commenced on October 15, 2013 and ended on September 30, 2016.

The original contract called for an annual rent of One Dollar (\$1.00). The one dollar annual rent language in the 199 Town Farm Road agreement is standard contract language. The Council can change this amount if they wish. Additionally, the original lease required that ten (10) Community Supported Agriculture Shares be donated as rent. Ten shares have a monetary value of approximately \$5,000. Any changes to the amount of CSA shares would be applicable to both leases. Additionally, if the Town Council so wishes, they can designate the location where the CSA shares are to be donated. There was discussion at the last meeting about ensuring that the Farmington Food Pantry receives at least some portion of the designated shares.

Attachments

**LEASE AGREEMENT**

**199 Town Farm Road, Farmington, Connecticut**

**Residence and Barns**

THIS AGREEMENT, dated Oct 15, 2013 made by and between THE TOWN OF FARMINGTON, a municipal corporation having its territorial limits in the County of Hartford, Connecticut (the "Town"), and RODGER PHILLIPS and ISABELLE PHILLIPS., 203 Fairfield Avenue, Hartford, Connecticut 06114 ("Lessee"),

**WITNESSETH:**

IN CONSIDERATION of the promises exchanged herein, the parties agree:

1. **Premises:** The Town hereby leases to Lessee, and Lessee hereby leases from the Town, certain parcels of land with all improvements thereon containing 9.941 acres, more or less, in the Town of Farmington, County of Hartford and State of Connecticut, as more particularly described as the "Leased Premises" on the attached hereto as Schedule A ("Premises"), for residential purposes and the operation of an organic farm for the production of heirloom and specialty vegetables, herbs, small fruits, cut flowers and heritage breed livestock.

2. **Initial Term:** The initial term of this Lease (the "Initial Term") shall commence on October 15, 2013 (the "Commencement Date") and terminate on September 30, 2016, unless extended or terminated as provided for below. Occupancy of the residence shall occur when such residence is deemed habitable by the Town Building Official.

3. Options to Extend: At the end of the Initial Term, unless this Lease has been otherwise terminated, the Town shall have two (2) options to renew this Lease, each for a term of one (1) year (the "Extension Terms"). The options shall expire and this Lease will terminate at the end of the applicable term unless the Town gives written notice to Lessee of its intention to renew this Lease at least three (3) months prior to the termination date of the then effective term, and Lessee elects to continue to lease the Premises from the Town by written notice to the Town at least one (1) month prior to the termination date of the then effective term. All terms and conditions of this Lease shall remain the same during any Extension Term. The term "Lease Term" shall mean the Initial Term together with the Extension Terms, if any.

4. Rental: During the Lease Term, Lessee covenants and agrees to pay annual rent to the Town of One Dollar (\$1.00) payable on, or before, October 1<sup>st</sup> of each year this Agreement is in effect. Per the 184 Town Farm Road Lease Agreement, the Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,000. Lessee agrees to deliver, on or before \_\_\_\_\_ of each year Lessor's share to a place the Lessor shall designate.

5. Use of Premises and Personal Property: Lessee accepts the Premises and any personal property owned by the Town which is located on the Premises, as identified in Schedule B attached hereto and made a part hereof, in its "AS IS" condition and expressly assumes all risk associated with Lessee's use of the Premises and any such personal property.

6. Lessee's Payments:

(a) Taxes or Assessments: Lessee shall promptly pay all municipal and/or state taxes or assessments that may be levied or assessed upon any personal property existing on the Premises or placed on the Premises by Lessee or its agents.

(b) Utilities: Lessee shall pay when due all costs to the providers of services for utilities, including but not limited to, electricity, water, sewer, gas, and fuel oil for the Premises and the operation of any farm equipment thereon.

7. Purpose:

- (a) Use and Purpose. The Leased Premises shall be used and occupied by the Lessee solely for purposes of agriculture and farming, as jointly defined in General Statutes § 1-1(q) and subject to the limitations herein, which may include growing crops, maintaining cattle and horses, and such other farming activities as shall be approved in advance by the Town and in the Town's sole discretion (collectively, "Farming Operations"). Horses may be used for agriculture and farming, as well as for non-commercial recreation by the Lessee and its invitees, but may not be used for any other commercial purposes, such as commercial horseback riding. The use and occupation of the Leased Premises, including but not limited to the Farming Operations, shall be in accordance with the proposed use and occupation set forth in Lessee's "Proposal for a Working Farm Project at Town Farm" and "Sub Edge Farm Business Plan," dated February 6, 2013, hereto attached as Schedule C and made a part of this Agreement.
- (b) Agricultural Practices. Lessee shall be obligated at its sole cost to maintain the Leased Premises in appropriate condition and to comply with generally accepted agricultural practices in its use and occupation of the Leased Premises, including its Farming Operations and forestry. Generally accepted agricultural practices shall include, but shall not be limited to Good Agricultural Practices ("GAP") and Good Handling Practices ("GHP"), as defined by the United States Department of Agriculture ("USDA"), the Connecticut Department of Agriculture ("CT DOA") and the University of Connecticut College of Agriculture and

Natural Resources. To the extent any of the above standards permit and Lessee chooses to engage in hunting wildlife as a means of pest control and/or wildlife management, Lessee shall not charge any third party for the right to hunt on the Leased Premises. Lessee or any third party must obtain a permit, and comply with all hunting requirements of the Town of Farmington.

- (c) Conservation Plan. Lessee shall promptly seek to obtain and shall operate the Leased Premises pursuant to a Farm Conservation Plan approved by the USDA National Resources Conservation Service (the "NRCS Conservation Plan").
- (d) CT DOA Audit Programs. Lessee shall voluntarily and at its sole cost participate in the CT DOA GAP and GHP Audit Programs applicable to its Farming Operations.
- (e) Organic Certification. Upon commencing Farming Operations, Lessee shall promptly seek to obtain Organic Certification from the USDA. To become a certified organic farm the farmer shall pay a fee, have an organic farm plan, keep records, follow National Organic Standards and be inspected by a certifier. Receiving Organic Certification may take between one (1) month and three (3) years, depending on the current state of the fields. The Lessee will require the Certifier to submit a timeline for certification to the Town. Once obtained, Lessee shall maintain Organic Certification for all applicable Farming Operations for the duration

of the Lease Term by renewing the Certification each year. The Lessee shall submit the Certification to the Town each year.

(f) No Warranty or Representation. The Town makes no warranty or representation that the Leased Premises are suitable for Farming Operations.

8. Structures, Improvements/No Liens: Unless otherwise agreed to in advance in writing by the Town, Lessee shall not construct or permit any structure, improvement, installation, alteration or addition in or to the Premises. No such construction work, other than ordinary maintenance of the existing improvements, by Lessee shall be conducted at the Premises until Lessee has received written approval from the Town. As a condition to such approval, Lessee shall submit detailed plans of the proposed construction work and a description of work procedures. Any such alterations shall be performed by licensed contractors, subject to the prior written approval of the Town. Lessee shall obtain and furnish to the Town properly executed mechanic's lien waivers prior to any work being undertaken by any such contractor. The Town's approval of any such construction work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness or propriety of the proposed activities.

All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Town or Lessee, except furniture or movable trade fixtures installed at the expense of Lessee, shall be the

property of the Town and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to Lessee.

9. Maintenance: Notwithstanding anything set forth in Section 9 below, if Lessee keeps the Premises in good repair; Lessee may request that any repairs or capital expenditures, concerning structures other than the residence, in excess of \$5,000 be the responsibility of the Town. Maintenance and repair of the residence shall be the responsibility of the Town as set forth in Schedule C. Lessee shall take good care of the Premises and at their sole cost and expense, make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition. Lessee shall maintain, at their sole cost and expense, all building systems, equipment, fixtures and devices within the Premises, excluding the replacement of any roof or septic system. Lessee shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Lessee or any person or entity claiming through or under Lessee.

In addition to the general duties hereunder, Lessee shall be responsible for the following specific housekeeping and maintenance obligations:

(a) Buildings:

- (i) Painting: Lessee, at Lessee's sole cost and expense, shall ensure that the interior and exterior of structures on the Premises are painted as necessary, excluding full repainting, which shall be the responsibility of the Town. Lessee may perform "spot treatment" if

appropriate; however, if the Town, in its sole discretion, determines that the spot treatment results in an unacceptable appearance of the structure, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall paint as much of the structure as necessary to ensure that it is acceptable in appearance to the Town, in its sole discretion.

- (ii) Repairs: Lessee, at Lessee's sole cost and expense, shall maintain all structures and property of the Town on the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the structure or property repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall implement permanent repairs. Lessee shall not make any substantial repairs to the Premises without the prior written consent of the Town. All such repairs shall be made only by such persons as are approved by the Town, which approval shall not be unreasonably withheld or delayed excluding, however, emergency repairs which shall be performed only by properly trained and licensed personnel. If the Town determines that the final work was not completed as proposed by Lessee and initially approved by the Town, then Lessee, after written notice from the Town, shall perform such additional work as the Town reasonably

requires to ensure that the final work is consistent with the proposed work approved by the Town. Notwithstanding the above, if Lessee keeps the Premises in good repair, Lessee may request that any repairs or capital expenditures in excess of \$5,000 be the responsibility of the Town.

(iii) Pest control and damage repair: Lessee, at Lessee's sole cost and expense, shall implement pest control practices in accordance with standard agricultural practices. Lessee shall, at Lessee's sole cost and expense, undertake repairs or replacements of structures or structural components damaged by pests, as necessary in accordance with the Town's direction.

(b) Fences and Gates: Lessee, at Lessee's sole cost and expense maintain fences and gates at the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the fence or gate repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall replace the affected fence or gate.

(c) Grounds:

(i) Mowing: Lessee shall mow the lawn around the barnyard and house and the fields. The lawn shall be mowed as necessary to a fine lawn condition, consistent with other residential properties in the immediate vicinity of the Premises. The fields, excluding any

fields where crops are planted, shall be mowed as necessary to avoid weed infiltration and to maintain a neat and orderly appearance.

- (ii) Weed Control: Lessee, at Lessee's sole cost and expense, shall implement weed control measures in accordance with standard agricultural practices.
- (iii) Trash Removal: Lessee shall, at Lessee's sole cost and expense, promptly remove and dispose of all trash, litter and debris generated by Lessee at the Premises in accordance with all applicable laws.
- (iv) Storage: Lessee shall store all of their own materials and equipment in a generally neat and orderly manner. No materials or equipment unrelated to the Lessee's farm operation, or belonging to third parties shall be allowed on the Premises.
- (d) Fixed Equipment: Lessee, at Lessee's sole cost and expense, shall maintain all fixed equipment at the Premises in good condition and working order. Lessee shall repair such equipment if possible; however, if the equipment cannot be repaired, Lessee, after written notice from the Town, shall replace such equipment, at Lessee's sole cost and expense, which new equipment shall be the sole property of Lessee.
- (e) Manure Management: Lessee shall manage all manure generated at the Premises, and shall ensure that all barns and pens are maintained in a

neat and orderly manner that conforms to standard agricultural practices. Lessee shall confine manure piles to designated areas on the Premises so that such piles do not interfere with use of the Premises by the Town, any governmental body and their invitees for educational purposes. Lessee shall manage all manure piles so as to avoid the effects of frost.

- (f) Livestock Health: Lessee shall maintain the livestock at the Premises in a good and healthy condition in a manner that conforms with standard animal husbandry practices, including but not limited to, taking all recommended precautions against Johne's Disease, appropriate testing and evaluation of sick animals, treating all sick animals in accordance with the course of treatment recommended by a Connecticut licensed veterinarian, and continuous monitoring of sick animals and any effect on the herd, at Lessee's sole cost and expense.
- (g) Water Quality: Lessee, at Lessee's sole cost and expense, shall take all appropriate measures to protect the quality of the water used for drinking purposes from contamination or impairment of the applicable governmental standards. Such measures shall include, but not be limited to, the regular testing of water supplies, the furnishing of all test results to the Town within one (1) day of receipt of such results and treatment as necessary of any conditions which impair the potability of any water supply.
- (h) Soil Quality: Lessee shall take all reasonable measures to maintain the soil quality in a manner suitable for future agricultural purposes. Lessee

shall test the soil at regular intervals and fertilize and lime or otherwise restore the nutrients in the soil as necessary to preserve and enhance its suitability for such purposes. Lessee shall notify the Town of the results of any such tests and the proposed course of action.

- (i) Waste Oil: Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the Premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance.

10. No Signage: Lessee shall not have any right to place any sign, monument, advertising, antenna, or communications facility, at any location at or on the Premises, excluding temporary signs for the sale of farm products, without the permission of the Town, which shall not be unreasonably denied. All signs adhere to the Town Planning & Zoning Regulations.

11. No Storage: Except to the extent specifically authorized in writing by the Town, Lessee shall not permit, nor shall it allow, temporary or permanent storage of equipment, including but not limited to automotive parts and tires, materials or structures of any sort on the Premises, excluding items necessary for the operation of the farm on the Premises.

12. Town Entry Rights: The Town, acting only by officials authorized by the Town Manager or Police Chief, reserves the right, at reasonable times, to enter upon

the Premises for its business purposes, including inspection of Lessee's use of the Premises and determination of Lessee's compliance with the terms of this Lease. At the Town's written request, Lessee shall request an inspection of the Premises by the Connecticut Commissioner of Agriculture or his designee in accordance with Section 19a-341 of the Connecticut General Statutes. If such inspection discloses any discrepancies with generally accepted agricultural practices, then Lessee agrees to promptly conform to such practices and to notify the Town of the corrective measures.

The Town reserves the right, at reasonable times to be determined in conjunction with Lessee's farming activities, to enter upon the Premises with groups to educate individuals about the operation of a farm. The Town shall have the right to temporarily assign its rights to other governmental bodies and charitable organizations for the purpose of enhancing educational opportunities.

The Town further reserves the right to utilize the Premises as, in its sole discretion, it deems necessary and appropriate as long as such utilization does not unreasonably interfere with farm operations. For example, the Town shall have the right to construct, or allow the construction, of one or more cell towers upon the Premises.

13. Public Access Rights

(a) Public Access to Leased Premises Used for Farming Operations.

Members of the public shall be permitted by Lessee to have reasonable access to the Leased Premises for the purpose of observing and learning about farming and the natural sciences. Any access to portions of the Leased Premises that are being utilized in Lessee's Farming Operations shall be controlled so as not to interfere unreasonably with the Farming

Operations. The Town and the Lessee shall periodically consult with each other and agree upon reasonable guidelines with respect to such access.

(b) Public Access to Areas Not Used for Farming Operations. The public shall have full and complete access to those portions of the Leased Premises that are not used by the Lessee for Farming Operations except to the extent that access might interfere with livestock in adjacent areas.

(c) No Commercial Purpose. Lessee shall not charge the public to access the Leased Premises for any purpose.

(d) Lessee's Obligation to Guard and Warn Against Known Dangers. Lessee shall, at its sole cost, guard and warn the public against any dangerous condition, use, structure, or activity occurring on the Leased Premises.

14. Compliance with Laws: Lessee shall, at its sole risk and cost, obtain and maintain, at all times, during the Lease Term, all governmental permits, licenses, registrations, and approvals as may be necessary for its use, and shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders applicable to Lessee's use. Lessee shall, upon the Town's request, submit to the Town copies of all such permits, licenses, registrations and approvals. The Town will not impede or interfere with Lessee's compliance with the foregoing governmental permits, licenses, registrations, approvals, and all federal, state and local laws, ordinances, rules, regulations and orders, provided Lessee's activities in connection therewith are in compliance with the terms and conditions of this Lease.

15. Environmental Protection:

- (a) Without limiting the other provisions of this Lease, during the Lease Term, no petroleum or petroleum by-products, and no hazardous substance, hazardous waste, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively, "Hazardous Substances") shall be brought onto the Premises by Lessee without the Town's written approval which shall not be unreasonably withheld as may pertain to Hazardous Substances customarily used in the operation of an organic farm. The Town may, at its option, conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as it deems reasonably necessary to monitor the environmental conditions of the Premises, provided that such inspections, site assessments and tests shall not unreasonably interfere with Lessee's use and enjoyment of the Premises. Lessee shall bear the full cost and expense of any such reasonable inspections, site assessments and tests, including any related laboratory fees in the event (i) said inspections, assessments or tests are necessitated by Lessee's failure to comply with the requirements of this Paragraph; or (ii) said inspections, assessments or tests are ordered by any state or federal regulatory agency due to activities on the Premises by Lessee. The Town

shall provide Lessee with copies of any and all reports as to said inspections, site assessments and tests, the cost of which is so paid by Lessee. The Town will deliver the same to Lessee within a reasonable time after receipt thereof by the Town.

- (b) Lessee shall, prior to any use of chemicals on the Premises, obtain the Town's prior written consent of all chemicals proposed for use on the Premises, including but not limited to, fertilizers, herbicides, fungicides and pesticides.

16. Waste: Lessee warrants that it shall commit no waste nor suffer the same to be committed on the Premises, nor injure nor misuse the same, nor discharge sewage, effluent or Hazardous Substances of any kind.

17. Lessee's Default. If Lessee fails to make any payment, including the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) shares, a monetary value of approximately \$5,000, due hereunder within fifteen (15) days of when it is due, or fails to cure each default in its compliance with any of the other terms and conditions of this Lease within thirty (30) days after the date of the Town's notice specifying each such default, then this Lease shall terminate, and the Town may at any time thereafter reenter the Premises, or without such reentry, recover possession thereof in the manner prescribed by the statutes relating to Summary Process. No demand for the rent, and no reentry for conditions broken, as at common law, shall be necessary to enable the Town to recover such possession, pursuant to said statutes relating to Summary Process. Lessee hereby expressly waives all right to any such demand or notice of reentry. Lessee further waives all right to any notice to

quit possession as may be prescribed by the statutes relating to Summary Process. It is expressly agreed that the default provisions of the Lease Agreement and the Lease Agreement for 184 Town Farm Road, of even date herewith, are reciprocal in nature such that a default under the terms of one Lease Agreement shall be deemed a default under the other Lease Agreement and all remedies available in each Lease Agreement shall be applicable to the other.

18. Costs: Lessee shall, within thirty (30) days after receipt of a written demand, reimburse the Town for all of the Town's costs and expenses, including reasonable attorneys' fees, incurred in connection with the reasonable enforcement of Lessee's failure to meet its obligations under this Lease or in evicting Lessee upon the termination of this Lease. In the event of any other dispute between the parties hereto, including any default by the Town, all costs and expenses incurred by the other party hereto to enforce its rights against the defaulting party, including, without limitation, reasonable attorneys' fees, shall be paid by the defaulting party if it is determined by a court of competent jurisdiction that said defaulting party was in default. Conversely, if said court determines that the alleged defaulting party was not in default in any respect, the moving party will reimburse it for its cost, old expenses incurred to defend said matter, including, without limitation, reasonable attorneys' fees.

19. Termination of Lease: At the expiration, or sooner termination, of Lessee's tenancy, Lessee shall deliver up the Premises in as good condition as exists at the Commencement Date except conditions caused by the Town, its successors and/or assigns or due to acts of God or governmental orders as the same affect the Premises, and Lessee shall, unless otherwise agreed to in writing by the Town, remove all

personal property. If Lessee fails to complete the removal or the restoration within thirty (30) days following termination, the Town may conduct such removal and restoration and Lessee shall reimburse the Town for all reasonable costs for such action within thirty (30) days from the date of an invoice delivered by the Town.

No termination or repossession by the Town shall relieve Lessee of its liability and obligations under this Lease arising on or before the effective date of termination.

20. Waiver and Release: Lessee for itself, its representatives, successors and assigns hereby (i) WAIVES any and all claims for damages it may now or in the future have against the Town, its employees or agents for injuries to natural persons, damages to physical property, including, without limitation, indirect, incidental and consequential damages, arising out of or traceable to this Lease, the condition of the Premises or to any use to which the Town may put the Premises, and (ii) EXPRESSLY RELEASES such parties from any and all such claims, except for damages attributable to or arising out of the gross negligence or willful misconduct of the Town, its employees or agents.

21. Indemnity: Lessee agrees to indemnify and hold harmless the Town, its employees and agents from and against any and all claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, actions or proceedings whatsoever, including without limitation, litigation expenses and attorneys' fees, consultants' and laboratory fees, for any injuries to any person, including injuries resulting in death, damages to property, including damages to the environment, arising out of or that may be attributable to this Lease, Lessee's use of the Premises, the condition of the Premises, or otherwise incurred in connection with or

arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Premises which is not caused by the Town and/or its employees, agents or assigns, any required remedial action on the Premises and/or a lien on the Premises in favor of any governmental authority for clean-up or other remedial action.

22. Insurance. Lessee shall maintain, at its sole cost and expense, at all times during the Lease Term, the insurance coverages specified below. Insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and the Town shall be named as an additional insured.

- a. Commercial General Liability:
  - Each Occurrence: \$1,000,000
  - Personal/Advertising Injury Per Occurrence: \$1,000,000
  - General Aggregate: \$2,000,000
  - Product/Completed Operations Aggregate \* \$2,000,000
  - Damage to Rented Premises \$ 100,000
- b. Umbrella Liability Coverage:
  - 1. If no livestock \*\* \$1,000,000
  - 2. With livestock \*\* \$3,000,000
- c. Automobile Liability:
  - Each Accident: \$1,000,000
  - Hired/Non-owned Auto Liability \$1,000,000
- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Town of Farmington" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- h. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Farmington, 1 Monteith Drive, Farmington, Connecticut

06032. Endorsements to the contractor's policies may be used to comply with this requirement.

j. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

\* Including product liability coverage for any product sold on or from the farm, whether produced on the farm or elsewhere.

\*\* Coverage for raised livestock permitted to roam, including horses, cattle, pigs, goats, etc.; poultry is not considered livestock.

A Certificate of Insurance shall be delivered to the Town prior to commencement of this Lease and promptly upon insurance renewal.

23. Eminent Domain: If any part of the Premises shall be taken by eminent domain, this Lease shall terminate as of the effective date of taking and the rental shall be apportioned and adjusted as of the time of taking. Any award made for such taking of the real property shall be distributed to the Town only.

24. No Assignment: Lessee may not assign, transfer, sublet, or encumber this Lease or its interests in the Leased Premises or grant any license, concession or other rights for third parties to use the Leased Premises, without the Town's written consent, which consent may be withheld in the Town's sole discretion. In addition to the Town's written consent as a prerequisite, the Town may require copies of any and all agreements between the Lessee and any approved third party as a condition of approval. Nothing herein shall prevent Lessee from hiring third-party contractors to assist Lessee with its Farming Operations, provided that such contractors shall be bound by the requirements of this Lease Agreement, including but not limited to the requirement of compliance with all Applicable Laws.

25. Lessee Warranties: In addition to the other requirements herein, Lessee warrants that (i) its use of the Leased Premises shall be conducted in a manner that will

not endanger the health or cause a risk of injury to members of the public using the Leased Premises pursuant to Sections 12 or 13 above, create a nuisance, or otherwise be incompatible with the uses now or in the future permitted by the Town, and (ii) it shall take all reasonable precautions to ensure that its activities on the Leased Premises will be conducted in a manner that will protect the scenic, recreational, and environmental values of the Leased Premises and of the Town's land and adjacent property.

26. Occupation of Residence: The residence on the Premises shall be occupied by Lessee during the term of this Agreement and shall be subject to all of the terms and conditions set forth in Schedule C which is specifically made a part of this Lease Agreement and incorporated as if more fully set forth herein.

27. Notice: All notices, demands, and requests permitted or required under this Lease shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given when served personally, or three (3) days following the date of mailing of such notice by United States registered or certified mail, postage prepaid, Return Receipt Requested, addressed as follows:

Town:

The Town of Farmington  
1 Monteith Drive  
Farmington, CT 06032  
Attn: Kathleen A. Eagen, Town Manager

Lessee:

Rodger & Isabelle Rodgers  
199 Town Farm Road  
Farmington, CT 06032

or at such other addresses that may, from time to time be designated by written notice

by either party.

28. Business Records:

- (a) Business Plan: Lessee shall operate the farm in a manner consistent with the Business Plan previously submitted to the Town and attached hereto as Schedule D.
- (b) Annual Report: No later than March 1<sup>st</sup> of each year Lessee shall furnish the Town with an Annual Report for the prior calendar year setting forth all activities conducted during said year and description of the finances of the farm operation.

29. Recording: Lessee covenants and agrees that it will not record this Lease.

30. Waiver: Any failure of a party to exercise any rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

31. Applicable Law: This shall be governed and interpreted by the laws of the State of Connecticut.

32. Entire Agreement: This Lease sets forth the entire agreement between the parties with respect to the Premises, and no oral statements or representations or prior written matter not contained herein shall have any force and effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto,

33. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be

invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Successors and Assigns: Subject to the provisions of Paragraph 24 hereof, the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and successors in ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the 15 day of October, 2013.

Signed, sealed and delivered  
In the presence of:

THE TOWN OF FARMINGTON

Luca Robertson

Kathleen A. Eagen

Kathleen A. Eagen  
Town Manager

Deborah Buef

Jan [Signature]

Rodger Phillips

Rodger Phillips

Isabelle Phillips

Isabelle Phillips

STATE OF CONNECTICUT )

COUNTY OF HARTFORD )

ss: Farmington

Oct 15, 2013

Personally appeared Kathleen A. Eagen, Town Manager of The Town of Farmington, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed and the free act and deed as such Town Manager, before me.

Lee A. Beckwith

Notary Public  
My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

ss. Farmington

Oct 15, 2013

Personally appeared before me, Rodger Phillips and Isabelle Phillips, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed.

Lee A. Beckwith

Notary Public  
My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

2956676.1

## SCHEDULE C Terms of Occupancy

**SECTION 1.** Town of Farmington (hereafter known as Town) hereby leases as part of this Lease Agreement the house 199 Town Farm Road, Farmington, CT to Rodger and Isabelle Phillips (hereafter known as Lessee) for the period from October 15, 2013 to September 30 2016.

Lessee agrees to pay annual rent of One Dollar (\$1.00) on or before January 31<sup>st</sup> of each year this Lease Agreement is in effect. . Per the 184 Town Farm Road Lease Agreement, the Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,000. Lessee agrees to deliver, on or before \_\_\_\_\_ of each year Lessor's share to a place the Lessor shall designate.

Said residence shall be used and occupied strictly as a private residence for Lessee's family of \_\_\_\_ persons.

**SECTION 2.** Lessee shall be responsible for electricity, heat, water, sewer, and waste collection.

Town shall be responsible for maintenance and repair of the residence.

Town shall furnish the following appliances: stove and refrigerator. Lessee shall furnish additional appliances with prior written approval of Town.

**SECTION 3.** Lessee shall be responsible for all acts and omissions of their family and invitees with respect to their conduct in or on the premises of the building.

The Lessee shall give Town prompt notice of any accident to or defect in the pipes, wires, heating apparatus, plumbing, smoke or fire alarms, or any other services in the premises. If repairs are the responsibility of the Town, the Town shall initiate and complete them as quickly as possible after notice from the Lessee.

Lessee shall be responsible for insuring the contents of the premises.

In case of any emergency, Lessee shall permit Town into premises at any time. Town may enter premises at reasonable times, after notice to Lessee, to make inspections, repairs, alterations, improvements, and to show the premises to applicants for lease or purchase.

**SECTION 4.** The Lessee agrees to pay the cost, including reasonable attorney's fees (not to exceed those allowed by law), enforcing provisions of this Lease, or recovering possession of the premises through a summary process action.

The Lessee agrees not to damage or misuse the premises, including misuse for improper, abnormal, illegal, or unauthorized purposes. Lessee shall not paint, remodel or alter the premises without the prior written permission of the Town. Lessee shall not sublet the premises.

The Lessee agrees that any repairs or improvements made to the premises under terms of this lease are and shall remain part of the premises and shall not be removed or damaged at the conclusion of the lease.

**SECTION 5.** Either the Lessee or Town may terminate the Lease Agreement consistent with these terms therein.

In the event of a conflict between the terms of this Lease and State Statutes, State Statute shall govern.

**SECTION 6.** The following Rules and Regulations are included by reference in this lease and are made a part of the lease thereby.

#### **RULES AND REGULATIONS**

(a) The sidewalks, corridors, halls, passages, fire escapes, elevators and stairways shall not be obstructed or used for any other purpose than ingress and egress.

(b) Wash-basins, toilets, urinals, lavatories, sinks, faucets and other plumbing fixtures shall not be used for any other purposes than those for which they are intended, and no improper substances or articles shall be thrown into or disposed of in the same, nor shall faucets be left open. The cost of repairing any damage resulting from misuse of any of the plumbing fixtures shall be borne by Lessee.

(c) Call boxes, telegraph, telephone, radio or other electric wires or connections shall only be installed under the direction of, and in such places as are designated by Town. Lessee shall not modify or interfere with electrical wires or connections.

(d) Nothing shall be fastened to any part of the premises except for pictures and other decorations which can be supported by a hanger or nail equal to or less than a four-penny finishing nail. Nothing shall be fastened with a molley, plastic anchor, or screw without the prior written approval of the Town. Lessee shall be responsible for repairing any damage resulting from this section

before expiration of the lease.

(e) No sign, advertisement, device, or notice shall be placed on the outside or inside of said building by Lessee.

(f) Any portion of the building or grounds in which the premises are located, other than the premises which are actually leased hereby with reasonable ingress thereto and egress therefrom, that may be occasionally used by Lessee is done solely at the sufferance of Town and subject to the right of Town to prohibit the continuance thereof.

(g) No music of any kind shall be produced at unreasonable hours or in an unreasonable manner, and at no time later than 10:00 P.M. or earlier than 9:00 A.M.

(h) No television aerial, radio aerial, cooling device, box or object of any kind shall be hung, placed or attached to or on halls, fire escapes, landings, stairways, window sills, ledges or any other part of said building, without the prior written consent of Town.

(i) No thing shall be hung or shaken from any window or balcony, and nothing shall be thrown or allowed to drop from windows, balconies, passages or areaways. No rubbish or any other substance shall be swept or thrown into the corridors, yards, halls, stairways, elevators, fire escapes or light wells. Barbecue grills, braziers or other means of cooking food on balconies are prohibited.

(j) Radiators and the valves thereon must not be tampered with. The Town must be contacted with respect to all repairs and imperfections thereof.

(k) Garbage, waste material or rubbish shall not be allowed to accumulate in the premises, but must be disposed of in accordance with the arrangements and custom provided for said building.

(l) No entrance door of the building in which the premises are located shall be left unlocked. The Lessee shall not change any entrance lock or key nor cause any such entrance lockset to be changed. Town will maintain such locks and will maintain a key at all times.

(m) Lessee shall comply with and conform to all applicable laws of the State of Connecticut and all by-laws, ordinances, rules and regulations of the Town of Farmington within which the leased premises are situated, and shall save Town harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(n) Lessee shall comply with rules and regulations contained in any standard fire insurance policy upon said building or the property contained therewith. Nothing shall be brought or kept on the premises which increase the rate of fire liability insurance on said building or the property kept therein.

(o) No animal, reptile or bird shall be kept on the premises without the prior written approval of the Town.

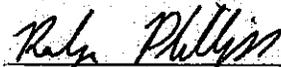
(p) No electrical appliance shall be used except a refrigerator, vacuum cleaner, toaster, iron, radio, television, stereo, and similar non-hazardous apparatus. No air-conditioner, washing machine or clothes dryer shall be installed without the prior written permission of Town. No electrical appliance, fixture or apparatus shall be used which shall cause an overload of the electrical system in the building of which the premises are a part.

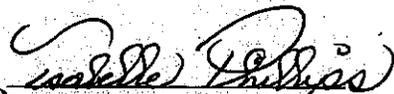
(q) No awning shall be attached to the premises of said building without the prior written approval of Town.

(r) Soliciting is strictly prohibited. It is requested that Lessee notify Town of any solicitation or the presence of any commercial vehicles.

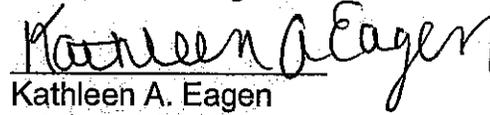
(s) Town shall provide parking on the property for two (2) vehicles owned by the Lessee. Lessee will be responsible for finding parking for any additional vehicle(s). No vehicle shall be parked between the street and the front building line of the premises.

Lessee

  
Rodger Phillips

  
Isabelle Phillips

Town of Farmington

  
Kathleen A. Eagen  
Town Manager  
Duly Authorized

**LEASE AGREEMENT**

**184 Town Farm Road, Farmington, Connecticut**

**Fields**

THIS AGREEMENT, dated October 15, 2013 made by and between THE TOWN OF FARMINGTON, a municipal corporation having its territorial limits in the County of Hartford, Connecticut (the "Town"), and RODGER PHILLIPS and ISABELLE PHILLIPS, 203 Fairfield Avenue, Hartford, Connecticut 06114 ("Lessee"),

**WITNESSETH:**

IN CONSIDERATION of the promises exchanged herein, the parties agree:

1. **Premises:** The Town hereby leases to Lessee, and Lessee hereby leases from the Town, a certain parcel of land with all improvements thereon containing 18.399 acres, more or less, in the Town of Farmington, County of Hartford and State of Connecticut, more particularly shown as the "Leased Premises" on the map attached hereto as Schedule A ("Premises"), excluding therefrom an area consisting of approximately 200' x 270' with the single family dwelling located thereon, for the purpose of operating an organic farm for the production of heirloom and specialty vegetables, herbs, small fruits, cut flowers and heritage breed livestock.

2. **Initial Term:** The initial term of this Lease (the "Initial Term") shall commence on October 15, 2013 (the "Commencement Date") and terminate on September 30, 2016, unless extended or terminated as provided for below.

3. **Options to Extend:** At the end of the Initial Term, unless this Lease has been otherwise terminated, the Town shall have two (2) options to renew this Lease,

each for a term of one (1) year (the "Extension Terms"). The options shall expire and this Lease will terminate at the end of the applicable term unless the Town gives written notice to Lessee of its intention to renew this Lease at least three (3) months prior to the termination date of the then effective term, and Lessee elects to continue to lease the Premises from the Town by written notice to the Town at least one (1) month prior to the termination date of the then effective term. All terms and conditions of this Lease shall remain the same during any Extension Term. The term "Lease Term" shall mean the Initial Term together with the Extension Terms, if any.

4. Rental: During the Lease Term, Lessee covenants and agrees to pay rent to the Town by way of the annual harvest from the Premises equivalent to Ten Community Supported Agriculture (CSA) Shares, a monetary value of approximately \$5,000. Lessee agrees to deliver, on or before \_\_\_\_\_ of each year Lessor's share to a place the Lessor shall designate.

5. Use of Premises and Personal Property: Lessee accepts the Premises and any personal property owned by the Town which is located on the Premises, as identified in Schedule B attached hereto and made a part hereof, in its "AS IS" condition and expressly assumes all risk associated with Lessee's use of the Premises and any such personal property.

6. Lessee's Payments:

(a) Taxes or Assessments: Lessee shall promptly pay all municipal and/or state taxes or assessments that may be levied or assessed upon any personal property existing on the Premises or placed on the Premises by Lessee or its agents.

- (b) Utilities: Lessee shall pay when due all costs to the providers of services for utilities, including but not limited to, electricity, water, sewer, gas, and fuel oil for the Premises and the operation of any farm equipment thereon.

Purpose:

- (a) Use and Purpose. The Leased Premises shall be used and occupied by the Lessee solely for purposes of agriculture and farming, as jointly defined in General Statutes § 1-1(q) and subject to the limitations herein, which may include growing crops, maintaining cattle and horses, and such other farming activities as shall be approved in advance by the Town and in the Town's sole discretion (collectively, "Farming Operations"). Horses may be used for agriculture and farming, as well as for non-commercial recreation by the Lessee and its invitees, but may not be used for any other commercial purposes, such as commercial horseback riding. The use and occupation of the Leased Premises, including but not limited to the Farming Operations, shall be in accordance with the proposed use and occupation set forth in Lessee's "Proposal for a Working Farm Project at Town Farm" and "Sub Edge Farm Business Plan," dated February 6, 2013, hereto attached as Schedule D and made a part of this Agreement.
- (b) Agricultural Practices. Lessee shall be obligated at its sole cost to maintain the Leased Premises in appropriate condition and to

comply with generally accepted agricultural practices in its use and occupation of the Leased Premises, including its Farming Operations and forestry. Generally accepted agricultural practices shall include, but shall not be limited to Good Agricultural Practices ("GAP") and Good Handling Practices ("GHP"), as defined by the United States Department of Agriculture ("USDA"), the Connecticut Department of Agriculture ("CT DOA") and the University of Connecticut College of Agriculture and Natural Resources. To the extent any of the above standards permit and Lessee chooses to engage in hunting wildlife as a means of pest control and/or wildlife management, Lessee shall not charge any third party for the right to hunt on the Leased Premises. Lessee or any third party must obtain a permit, and comply with all hunting requirements of the Town of Farmington.

- (c) Conservation Plan. Lessee shall promptly seek to obtain and shall operate the Leased Premises pursuant to a Farm Conservation Plan approved by the USDA National Resources Conservation Service (the "NRCS Conservation Plan").
- (d) CT DOA Audit Programs. Lessee shall voluntarily and at its sole cost participate in the CT DOA GAP and GHP Audit Programs applicable to its Farming Operations.
- (e) Organic Certification. Upon commencing Farming Operations, Lessee shall promptly seek to obtain Organic Certification from the USDA. To

become a certified organic farm the farmer shall pay a fee, have an organic farm plan, keep records, follow National Organic Standards and be inspected by a certifier. Receiving Organic Certification may take between one (1) month and three (3) years, depending on the current state of the fields. The Lessee will require the Certifier to submit a timeline for certification to the Town. Once obtained, Lessee shall maintain Organic Certification for all applicable Farming Operations for the duration of the Lease Term by renewing the Certification each year. The Lessee shall submit the Certification to the Town each year.

(f) No Warranty or Representation. The Town makes no warranty or representation that the Leased Premises are suitable for Farming Operations.

7. Structures, Improvements/No Liens: Unless otherwise agreed to in advance in writing by the Town, Lessee shall not construct or permit any structure, improvement, installation, alteration or addition in or to the Premises. No such construction work, other than ordinary maintenance of the existing improvements, by Lessee shall be conducted at the Premises until Lessee has received written approval from the Town. As a condition to such approval, Lessee shall submit detailed plans of the proposed construction work and a description of work procedures. Any such alterations shall be performed by licensed contractors, subject to the prior written approval of the Town. Lessee shall obtain and furnish to the Town properly executed mechanic's lien waivers prior to any work being undertaken by any such contractor. The Town's approval of any such construction work or work procedures merely

indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness or propriety of the proposed activities.

All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Town or Lessee, except furniture or movable trade fixtures installed at the expense of Lessee, shall be the property of the Town and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to Lessee.

8. Maintenance: Notwithstanding anything set forth in Section 9 below, If Lessee keeps the Premises in good repair, Lessee may request that any repairs or capital expenditures, concerning structures other than the residence, in excess of \$5,000 be the responsibility of the Town. Maintenance and repair of the residence shall be the responsibility of the Town as set forth in Schedule C. Lessee shall take good care of the Premises and at their sole cost and expense, make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition. Lessee shall maintain, at their sole cost and expense, all building systems, equipment, fixtures and devices within the Premises, excluding the replacement of any roof or septic system. Lessee shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Lessee or any person or entity claiming through or under Lessee.

In addition to the general duties hereunder, Lessee shall be responsible for the following specific housekeeping and maintenance obligations:

(a) Buildings:

- (i) Painting: Lessee, at Lessee's sole cost and expense, shall ensure that the interior and exterior of structures on the Premises are painted as necessary, excluding full repainting, which shall be the responsibility of the Town. Lessee may perform "spot treatment" if appropriate; however, if the Town, in its sole discretion, determines that the spot treatment results in an unacceptable appearance of the structure, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall paint as much of the structure as necessary to ensure that it is acceptable in appearance to the Town, in its sole discretion.
- (ii) Repairs: Lessee, at Lessee's sole cost and expense, shall maintain all structures and property of the Town on the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the structure or property repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall implement permanent repairs. Lessee shall not make any substantial repairs to the Premises without the prior written consent of the Town. All such repairs shall be made only by such persons as are approved by the Town, which approval shall not be unreasonably withheld or delayed excluding, however,

emergency repairs which shall be performed only by properly trained and licensed personnel. If the Town determines that the final work was not completed as proposed by Lessee and initially approved by the Town, then Lessee, after written notice from the Town, shall perform such additional work as the Town reasonably requires to ensure that the final work is consistent with the proposed work approved by the Town.

(iii) Pest control and damage repair: Lessee, at Lessee's sole cost and expense, shall implement pest control practices in accordance with standard agricultural practices. Lessee shall, at Lessee's sole cost and expense, undertake repairs or replacements of structures or structural components damaged by pests, as necessary in accordance with the Town's direction.

(b) Fences and Gates: Lessee, at Lessee's sole cost and expense maintain fences and gates at the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the fence or gate repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall replace the affected fence or gate.

(c) Grounds:

- (i) Mowing: The fields, excluding any fields where crops are planted, shall be mowed as necessary to avoid weed infiltration and to maintain a neat and orderly appearance.
  - (ii) Weed Control: Lessee, at Lessee's sole cost and expense, shall implement weed control measures in accordance with standard agricultural practices.
  - (iii) Trash Removal: Lessee shall, at Lessee's sole cost and expense, promptly remove and dispose of all trash, litter and debris generated by Lessee at the Premises in accordance with all applicable laws.
  - (iv) Storage: Lessee shall store all of their own materials and equipment in a generally neat and orderly manner. No materials or equipment unrelated to the Lessee's farm operation, or belonging to third parties shall be allowed on the Premises.
- (d) Fixed Equipment: Lessee, at Lessee's sole cost and expense, shall maintain all fixed equipment at the Premises in good condition and working order. Lessee shall repair such equipment if possible; however, if the equipment cannot be repaired, Lessee, after written notice from the Town, shall replace such equipment, at Lessee's sole cost and expense, which new equipment shall be the sole property of Lessee.
- (e) Manure Management: Lessee shall manage all manure generated at the Premises. Lessee shall confine manure piles to designated areas on the

Premises so that such piles do not interfere with use of the Premises by the Town, any governmental body and their invitees for educational purposes. Lessee shall manage all manure piles so as to avoid the effects of frost.

- (f) Livestock Health: Lessee shall maintain livestock at the Premises in a good and healthy condition in a manner that conforms with standard animal husbandry practices, including but not limited to, taking all recommended precautions against Johne's Disease, appropriate testing and evaluation of sick animals, treating all sick animals in accordance with the course of treatment recommended by a Connecticut licensed veterinarian, and continuous monitoring of sick animals and any effect on the herd, at Lessee's sole cost and expense.
- (g) Water Quality: Lessee, at Lessee's sole cost and expense, shall take all appropriate measures to protect the quality of the water used for drinking purposes from contamination or impairment of the applicable governmental standards. Such measures shall include, but not be limited to, the regular testing of water supplies, the furnishing of all test results to the Town within one (1) day of receipt of such results and treatment as necessary of any conditions which impair the potability of any water supply.
- (h) Soil Quality: Lessee shall take all reasonable measures to maintain the soil quality in a manner suitable for future agricultural purposes. Lessee shall test the soil at regular intervals and fertilize and lime or otherwise

restore the nutrients in the soil as necessary to preserve and enhance its suitability for such purposes. Lessee shall notify the Town of the results of any such tests and the proposed course of action.

- (i) Waste Oil: Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the Premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance.

9. No Signage: Lessee shall not have any right to place any sign, monument, advertising, antenna, or communications facility, at any location at or on the Premises, excluding temporary signs for the sale of farm products, without the permission of the Town, which permission shall not be unreasonably denied. All signs must adhere to the Town Planning & Zoning Regulations.

10. No Storage: Except to the extent specifically authorized in writing by the Town, Lessee shall not permit, nor shall it allow, temporary or permanent storage of equipment, including but not limited to automotive parts and tires, materials or structures of any sort on the Premises, excluding items necessary for the operation of the farm on the Premises.

11. Town Entry Rights: The Town, acting only by officials authorized by the Town Manager or Police Chief, reserves the right, at reasonable times, to enter upon the Premises for its business purposes, including inspection of Lessee's use of the

Premises and determination of Lessee's compliance with the terms of this Lease. At the Town's written request, Lessee shall request an inspection of the Premises by the Connecticut Commissioner of Agriculture or his designee in accordance with Section 19a-341 of the Connecticut General Statutes. If such inspection discloses any discrepancies with generally accepted agricultural practices, then Lessee agrees to promptly conform to such practices and to notify the Town of the corrective measures.

The Town reserves the right, at reasonable times to be determined in conjunction with Lessee's farming activities, to enter upon the Premises with groups to educate individuals about the operation of a farm. The Town shall have the right to temporarily assign its rights to other governmental bodies and charitable organizations for the purpose of enhancing educational opportunities.

The Town further reserves the right to utilize the Premises as, in its sole discretion, it deems necessary and appropriate as long as such utilization does not unreasonably interfere with farm operations. For example, the Town shall have the right to construct, or allow the construction upon the Premises, of one or more cell towers; walking and hiking trails and; parking lots.

12. Public Access Rights

(a) Public Access to Leased Premises Used for Farming Operations.

Members of the public shall be permitted by Lessee to have reasonable access to the Leased Premises for the purpose of observing and learning about farming and the natural sciences. Any access to portions of the Leased Premises that are being utilized in Lessee's Farming Operations shall be controlled so as not to interfere unreasonably with the Farming

Operations. The Town and the Lessee shall periodically consult with each other and agree upon reasonable guidelines with respect to such access.

- (b) Public Access to Areas Not Used for Farming Operations. The public shall have full and complete access to those portions of the Leased Premises that are not used by the Lessee for Farming Operations except to the extent that access might interfere with livestock in adjacent areas.
- (c) No Commercial Purpose. Lessee shall not charge the public to access the Leased Premises for any purpose.
- (d) Lessee's Obligation to Guard and Warn Against Known Dangers. Lessee shall, at its sole cost, guard and warn the public against any dangerous condition, use, structure, or activity occurring on the Leased Premises.

13. Compliance with Laws: Lessee shall, at its sole risk and cost, obtain and maintain, at all times, during the Lease Term, all governmental permits, licenses, registrations, and approvals as may be necessary for its use, and shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders applicable to Lessee's use. Lessee shall, upon the Town's request, submit to the Town copies of all such permits, licenses, registrations and approvals. The Town will not impede or interfere with Lessee's compliance with the foregoing governmental permits, licenses, registrations, approvals, and all federal, state and local laws, ordinances, rules, regulations and orders, provided Lessee's activities in connection therewith are in compliance with the terms and conditions of this Lease.

14. Environmental Protection:

- (a) Without limiting the other provisions of this Lease, during the Lease Term, no petroleum or petroleum by-products, and no hazardous substance, hazardous waste, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively, "Hazardous Substances") shall be brought onto the Premises by Lessee without the Town's written approval which shall not be unreasonably withheld as may pertain to Hazardous Substances customarily used in the operation of an organic farm. The Town may, at its option, conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as it deems reasonably necessary to monitor the

environmental conditions of the Premises, provided that such inspections, site assessments and tests shall not unreasonably interfere with Lessee's use and enjoyment of the Premises. Lessee shall bear the full cost and expense of any such reasonable inspections, site assessments and tests, including any related laboratory fees in the event (i) said inspections, assessments or tests are necessitated by Lessee's failure to comply with the requirements of this Paragraph; or (ii) said inspections, assessments or tests are ordered by any state or federal regulatory agency due to activities on the Premises by Lessee. The Town shall provide Lessee with copies of any and all reports resulting from said inspections, site assessments and tests, the cost of which is so paid by Lessee. The Town will deliver the same to Lessee within a reasonable time after receipt thereof by the Town.

- (b) Lessee shall, prior to any use of chemicals on the Premises, obtain the Town's prior written consent of all chemicals proposed for use on the Premises, including but not limited to, fertilizers, herbicides, fungicides and pesticides.

15. Waste: Lessee warrants that it shall commit no waste nor suffer the same to be committed on the Premises, nor injure nor misuse the same, nor discharge sewage, effluent or Hazardous Substances of any kind.

16. Lessee's Default. If Lessee fails to make any payment, including the annual harvest from the Premises equivalent to Ten Community Supported Agriculture

(CSA) shares, a monetary value of approximately \$5,000, due hereunder within fifteen (15) days of when it is due, or fails to cure each default in its compliance with any of the other terms and conditions of this Lease within thirty (30) days after the date of the Town's notice specifying each such default, then this Lease shall terminate, and the Town may at any time thereafter reenter the Premises, or without such reentry, recover possession thereof in the manner prescribed by the statutes relating to Summary Process. No demand for the rent, and no reentry for conditions broken, as at common law, shall be necessary to enable the Town to recover such possession, pursuant to said statutes relating to Summary Process. Lessee hereby expressly waives all right to any such demand or notice of reentry. Lessee further waives all right to any notice to quit possession as may be prescribed by the statutes relating to Summary Process. It is expressly agreed that the default provisions of the Lease Agreement and the Lease Agreement for 184 Town Farm Road, of even date herewith, are reciprocal in nature such that a default under the terms of one Lease Agreement shall be deemed a default under the other Lease Agreement and all remedies available in each Lease Agreement shall be applicable to the other.

17. Costs: Lessee shall, within thirty (30) days after receipt of a written demand, reimburse the Town for all of the Town's costs and expenses, including reasonable attorneys' fees, incurred in connection with the reasonable enforcement of Lessee's failure to meet its obligations under this Lease or in evicting Lessee upon the termination of this Lease. In the event of any other dispute between the parties hereto, including any default by the Town, all costs and expenses incurred by the other party hereto to enforce its rights against the defaulting party, including, without limitation,

reasonable attorneys' fees, shall be paid by the defaulting party if it is determined by a court of competent jurisdiction that said defaulting party was in default. Conversely, if said court determines that the alleged defaulting party was not in default in any respect, the moving party will reimburse it for its cost, old expenses incurred to defend said matter, including, without limitation, reasonable attorneys' fees.

18. Termination of Lease: At the expiration, or sooner termination, of Lessee's tenancy, Lessee shall deliver up the Premises in as good condition as exists at the Commencement Date except conditions caused by the Town, its successors and/or assigns or due to acts of God or governmental orders as the same affect the Premises, and Lessee shall, unless otherwise agreed to in writing by the Town, remove all personal property. If Lessee fails to complete the removal or the restoration within thirty (30) days following termination, the Town may conduct such removal and restoration and Lessee shall reimburse the Town for all reasonable costs for such action within thirty (30) days from the date of an invoice delivered by the Town.

No termination or repossession by the Town shall relieve Lessee of its liability and obligations under this Lease arising on or before the effective date of termination.

19. Waiver and Release: Lessee for itself, its representatives, successors and assigns hereby (i) WAIVES any and all claims for damages it may now or in the future have against the Town, its employees or agents for injuries to natural persons, damages to physical property, including, without limitation, indirect, incidental and consequential damages, arising out of or traceable to this Lease, the condition of the Premises or to any use to which the Town may put the Premises, and (ii) EXPRESSLY RELEASES such parties from any and all such claims, except for damages attributable

to or arising out of the gross negligence or willful misconduct of the Town, its employees or agents.

20. Indemnity: Lessee agrees to indemnify and hold harmless the Town, its employees and agents from and against any and all claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, actions or proceedings whatsoever, including without limitation, litigation expenses and attorneys' fees, consultants' and laboratory fees, for any injuries to any person, including injuries resulting in death, damages to property, including damages to the environment, arising out of or that may be attributable to this Lease, Lessee's use of the Premises, the condition of the Premises, or otherwise incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Premises which is not caused by the Town and/or its employees, agents or assigns, any required remedial action on the Premises and/or a lien on the Premises in favor of any governmental authority for clean-up or other remedial action.

21. Insurance. Lessee shall maintain, at its sole cost and expense, at all times during the Lease Term, the insurance coverages specified below. Insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and the Town shall be named as an additional insured.

- a. Commercial General Liability:
  - Each Occurrence: \$1,000,000
  - Personal/Advertising Injury Per Occurrence: \$1,000,000
  - General Aggregate: \$2,000,000
  - Product/Completed Operations Aggregate \* \$2,000,000
  - Damage to Rented Premises \$ 100,000
- b. Umbrella Liability Coverage:
  - 1. If no livestock \*\* \$1,000,000
  - 2. With livestock \*\* \$3,000,000
- c. Automobile Liability:

Each Accident: \$1,000,000  
Hired/Non-owned Auto Liability \$1,000,000

- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Town of Farmington" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- h. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Farmington, 1 Monteith Drive, Farmington, Connecticut 06032. Endorsements to the contractor's policies may be used to comply with this requirement.
- i. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

\* Including product liability coverage for any product sold on or from the farm, whether produced on the farm or elsewhere.

\*\* Coverage for raised livestock permitted to roam, including horses, cattle, pigs, goats, etc.; poultry is not considered livestock.

A Certificate of Insurance shall be delivered to the Town prior to commencement of this Lease and promptly upon insurance renewal.

22. Eminent Domain: If any part of the Premises shall be taken by eminent domain, this Lease shall terminate as of the effective date of taking and the rental shall be apportioned and adjusted as of the time of taking. Any award made for such taking of the real property shall be distributed to the Town only.

23. No Assignment: Lessee may not assign, transfer, sublet, or encumber this Lease or its interests in the Leased Premises or grant any license, concession or other rights for third parties to use the Leased Premises, without the Town's written

consent, which consent may be withheld in the Town's sole discretion. In addition to the Town's written consent as a prerequisite, the Town may require copies of any and all agreements between the Lessee and any approved third party as a condition of approval. Nothing herein shall prevent Lessee from hiring third-party contractors to assist Lessee with its Farming Operations, provided that such contractors shall be bound by the requirements of this Lease Agreement, including but not limited to the requirement of compliance with all Applicable Laws.

24. Lessee Warranties: In addition to the other requirements herein, Lessee warrants that (i) its use of the Leased Premises shall be conducted in a manner that will not endanger the health or cause a risk of injury to members of the public using the Leased Premises pursuant to Sections 12 or 13 above, create a nuisance, or otherwise be incompatible with the uses now or in the future permitted by the Town, and (ii) it shall take all reasonable precautions to ensure that its activities on the Leased Premises will be conducted in a manner that will protect the scenic, recreational, and environmental values of the Leased Premises and of the Town's land and adjacent property.

25. Notice: All notices, demands, and requests permitted or required under this Lease shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given when served personally, or three (3) days following the date of mailing of such notice by United States registered or certified mail, postage prepaid, Return Receipt Requested, addressed as follows:

Town:

The Town of Farmington  
1 Monteith Drive

Farmington, CT 06032  
Attn: Kathleen A. Eagen, Town Manager

Lessee:

Rodger & Isabelle Phillips  
199 Town Farm Road  
Farmington, CT 06032

or at such other addresses that may, from time to time be designated by written notice by either party.

26. Business Records:

(a) Business Plan: Lessee shall operate the farm in a manner consistent with the Business Plan previously submitted to the Town and attached hereto as Schedule D.

(b) Annual Report: No later than March 1<sup>st</sup> of each year Lessee shall I furnish the Town with an Annual Report for the prior calendar year setting forth all activities conducted during said year and description of the finances of the farm operation.

27. Recording: Lessee covenants and agrees that it will not record this Lease.

28. Waiver: Any failure of a party to exercise any rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

29. Applicable Law: This shall be governed and interpreted by the laws of the State of Connecticut.

30. Entire Agreement: This Lease sets forth the entire agreement between the parties with respect to the Premises, and no oral statements or representations or

prior written matter not contained herein shall have any force and effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto,

31. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Successors and Assigns: Subject to the provisions of Paragraph 24 hereof, the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and successors in ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the 15<sup>th</sup> day of October, 2013.

Signed, sealed and delivered  
In the presence of:

THE TOWN OF FARMINGTON

Euca Robertson

Kathleen A Eagen  
Kathleen A. Eagen  
Town Manager

Deborah Buel

Rodger Phillips  
Rodger Phillips

[Signature]

Lee A. Beckwith

Isabelle Phillips  
Isabelle Phillips

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

ss: Farmington

Oct 15, 2013

Personally appeared Kathleen A. Eagen, Town Manager of The Town of Farmington, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed and the free act and deed as such Town Manager, before me.

Lee A. Beckwith

Notary Public

My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

ss: Farmington

Oct 15, 2013

Personally appeared before me, Rodger Phillips and Isabelle Phillips., signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed.

Lee A. Beckwith

Notary Public

My Commission Expires:

**LEE A. BECKWITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2018

MOTION:

That the Following Appropriation Transfers be Made From and To the Accounts Listed Below in the FY 2015/2016 General Fund Budget.

<u>FROM DEPARTMENT:</u>	<u>AMOUNT</u>
106 PERSONNEL SERVICES	321,000
150 INSURANCE	19,570
<b>TOTAL</b>	<b>\$ 340,570</b>

<u>TO DEPARTMENT:</u>	<u>AMOUNT</u>
101 TOWN MANAGER	\$10,470.00
102 FINANCE DEPARTMENT	11,300.00
103 PROBATE	100.00
105 TOWN COUNCIL	2,290.00
112 TOWN CLERK	1,835.00
115 ECONOMIC DEVELOPMENT	14,240.00
119 PLANNING & ZONING	32,075.00
120 PUBLIC BUILDINGS	5,470.00
210 FIRE MARSHAL	187,290.00
220 POLICE DEPARTMENT	1,900.00
224 COMMUNICATIONS CENTER	22,610.00
225 EMS SERVICES	200.00
245 BUILDING INSPECTOR	4,290.00
310 PUBLIC WORKS & DEVELOPMENT	4,475.00
390 ENGINEERING	12,100.00
401 COMMUNITY & RECREATION	29,925.00
<b>TOTAL</b>	<b>\$340,570.00</b>

NOTE: These transfers are needed to cover overages in various department budgets as part of the end of year close out. Please see the attachment for a more detailed explanation.

Staff will be available at the Council meeting to answer any questions regarding this motion.

Attachment

TOWN OF FARMINGTON, CT  
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 FY2015/2016  
 GENERAL FUND

(UNAUDITED/SUBJECT TO CHANGE)

	ADOPTED BUDGET	ADJUSTED BUDGET	ACTUAL	VARIANCE POSITIVE/ (NEGATIVE)
<b>REVENUES</b>				
PROPERTY TAXES	\$ 88,666,928	\$88,666,928	\$ 89,200,666	\$ 533,738
LICENSES & PERMITS	843,500	843,500	561,006	(282,494)
FINES & PENALTIES	39,200	39,200	51,617	12,417
INVESTMENT INCOME	75,000	75,000	98,512	23,512
GRANTS & PILOTS	4,680,461	4,680,461	4,581,048	(99,413)
EDUCATION GRANTS	1,790,814	1,790,814	1,738,178	(52,636)
CHARGES & FEES	1,288,834	1,288,834	1,307,320	18,486
OTHER REVENUE	178,000	178,000	191,814	13,814
<b>TOTAL REVENUES</b>	<b>\$ 97,562,737</b>	<b>\$97,562,737</b>	<b>\$ 97,730,162</b>	<b>\$ 167,425</b>
<b>EXPENDITURES</b>				
101 TOWN MANAGER	\$ 393,126	\$ 393,126	\$ 403,594	\$ (10,468)
102 FINANCE	1,103,838	1,103,838	1,115,134	(11,296)
103 PROBATE	15,000	15,000	15,096	(96)
104 REGISTRARS OF VOTERS	99,227	99,227	98,597	630
105 TOWN COUNCIL	51,250	51,250	53,535	(2,285)
106 PERSONNEL SERVICES	388,000	388,000	59,392	328,608
111 LEGAL	170,000	170,000	151,096	18,904
112 TOWN CLERK	312,027	312,027	313,857	(1,830)
115 ECONOMIC DEVELOPMENT	113,983	113,983	128,219	(14,236)
118 PAYMENTS TO OUTSIDE AGENCIES	2,586,549	2,586,549	2,586,389	160
119 PLANNING & ZONING	327,260	327,260	359,324	(32,064)
120 PUBLIC BUILDINGS	228,953	228,953	234,423	(5,470)
150 INSURANCE	264,150	264,150	227,579	36,571
210 FIRE MARSHAL	977,335	977,335	1,164,615	(187,280)
215 FIRE DEPARTMENT	1,525,762	1,525,762	1,482,735	43,027
220 POLICE	5,703,682	5,703,682	5,705,569	(1,887)
224 COMMUNICATIONS CENTER	999,601	999,601	1,022,206	(22,605)
225 EMS SERVICES	62,246	62,246	62,429	(183)
245 BUILDING INSPECTOR	172,108	172,108	176,391	(4,283)
310 PUBLIC WORKS & DEVELOPMENT	103,469	103,469	107,941	(4,472)
320 HIGHWAY & GROUNDS	3,663,625	3,663,625	3,626,590	37,035
390 ENGINEERING	484,655	484,655	496,715	(12,060)
401 COMMUNITY & RECREATION	822,862	822,862	852,769	(29,907)
420 HOUSING	31,510	31,510	22,986	8,524
540 BENEFITS	6,508,690	6,508,690	6,407,091	101,599
570 OTHER	10,000	10,000	-	10,000
601 DEBT SERVICE	6,818,620	6,818,620	6,651,806	166,814
700 CAPITAL OUTLAY	3,234,000	3,234,000	3,234,000	-
901 SCHOOLS	60,391,209	60,391,209	60,387,758	3,451
<b>TOTAL EXPENDITURES</b>	<b>\$ 97,562,737</b>	<b>\$97,562,737</b>	<b>\$ 97,147,837</b>	<b>\$ 414,900</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	<b>\$ -</b>		<b>\$ 582,325</b>	
<b>UNASSIGNED FUND BALANCE, JULY 1, 2015</b>			<b>\$ 10,343,295</b>	
<b>UNASSIGNED FUND BALANCE, JUNE 30, 2016</b>			<b>\$ 10,925,620</b>	
<b>AS A PERCENT OF FY2016/2017 GENERAL FUND REVENUE</b>			<b>10.86%</b>	

## **REVENUE**

For FY2015/2016 the Town collected \$97,730,162 in General Fund revenue which was \$167,425 over the amount budgeted. The following is an explanation by category of the significant revenue variances:

**Property Taxes:** **+\$533,738.**

Current property taxes exceeded budget estimates by \$318,245. The adjusted levy was slightly higher than projected and assessor adjustments were less than expected. In addition, the Tax Office achieved a collection rate of 99.8% for the year which also exceeded expectations. Delinquent property taxes were \$101,512 more than budgeted due to the collection of a long standing delinquency that was tied up in the state court system for several years.

**Licenses & Permits:** **(\$282,494)**

Building Permit revenue totaled \$526,524 which was \$298,475 less than the amount budgeted. Although the number of permits issued increased by 44, which is the largest number issued in the past ten years, the value on which a fee was collected equaled \$35.5 million. This was a decrease of \$25.8 million in value over the previous year. Slightly offsetting the shortfall in Building Permit revenue were fees collected for Dog Licenses and Other permits which in total exceeded budget estimates by \$15,981.

**Fines & Penalties:** **+\$12,417.**

Fines collected for moving vehicle violations, a portion of which is returned by the State to the Towns, exceeded projections.

**Investment Income:** **+\$23,512.**

Actual revenue was greater than budget estimates due to higher interest rates and due to the Town having a larger amount of idle cash available for investing during the year.

**Grants & PILOTS:** **(\$99,413)**

The payment in lieu of taxes grant received from the State of Connecticut for tax exempt state property located within the Town was reduced by the Governor's Office as part of the Governor's budget saving measures in September of 2015. The reduction in the State PILOT was \$170,882. Partially offsetting the reduction was the receipt of three years' worth of COPS grant funding from the Federal government. The COPS grant was awarded to the Town in 2013 when the Town added a new police officer position to work in the local public schools. The COPS grant was \$104,000.

**Education Grants:** **(\$52,636)**

The shortfall in this category is the result of a reduction in the Education Cost Sharing grant. As part of the Governor's mid-term budget reductions the ECS grant was reduced by \$2,167. In addition, the grant was also reduced by \$48,902 as a result of prior year adjustments to the Farmington School's Excess Costs grant. In accordance with State Department of Education policy, after they audit a local school district's prior year excess costs and the amount they paid out to the local district, the State BOE adjusts the following year ECS grant for any adjustments.

**Charges & Fees:** **+\$18,486**

The positive result in this revenue category was due to a large zoning violation fee that was received as well as several one-time payments that were received from the carriers renting space on the Town's various cell towers. These one-time payments were received because of lease renewals that involved changes in terms and additional compensation.

## EXPENDITURES

For FY2015/2016 expenditures for the Education, Town, Debt Service and Capital Improvements totaled \$97,147,837 which was \$414,900 less than the amount budgeted. By category the breakdown was:

	<u>Budget</u>	<u>Spent</u>	<u>Variance</u>
Education	\$60,391,209	\$60,387,758	\$ 3,451
Town	\$27,118,908	\$26,874,273	\$244,635
Debt Service	\$ 6,818,620	\$ 6,651,806	\$166,814
Capital Projects	\$ 3,234,000	\$ 3,234,000	\$ 0

Town expenditures were \$244,635 less than the amount budgeted. By category variances occurred in:

**Personal Services** **+\$156,581.**

In addition to salary savings that resulted from vacancies that occurred throughout the year, savings were also realized in the Salary Reserve account due to contract settlements coming in at lower increases than projected. Savings also accrued in highway/snow overtime spending due to the mild winter (\$74,429) and police patrol overtime because of the receipt of several grants for traffic enforcement operations.

**Benefits** **+\$ 89,847.**

As a result of the savings realized in Personal Services due to vacancies, contract settlements, and overtime expense, savings were also realized in payments to the IRS for the Town's share of Social Security and Medicare.

**Materials & Supplies** **+\$15,575.**

This category is composed of three subaccounts: office supplies, Materials & Supplies, and Miscellaneous Supplies. All three subaccounts realized under expenditures for the year.

**Equipment** **+\$38,812.**

The largest area of savings in this category resulted from the Police department uniform account (+\$12,832). Additional under expenditures occurred in purchases for computers, Fire technical equipment and technical equipment for snow and ice removal (+\$9,051).

**Contractual Services** **+\$118,820.**

The Contractual Services category is made up of various accounts that pay for the cost of services supplied by outside vendors. There are numerous subaccounts in this category many of which realized savings during FY2015/2016. These subaccounts include:

Current Expenses which is used to pay for educational opportunities and travel. There were savings in these accounts totaling \$18,347 with the majority of under expenditures occurring in the Town Manager's Office, Fire Department and Planning and Zoning.

Building Repair & Maintenance which is used to pay costs incurred to maintain and repair town buildings. There were savings of \$19,701 in these accounts with the largest under expenditure occurring in the Fire department budget.

Professional Services accounts are used to pay for the services of contractors and for specialized services such as legal counsel. There were savings of \$14,084 in these accounts due to lower than expected legal fees. Legal fees came in lower due to the unexpected adjudication of a lawsuit very early in the fiscal year.

Property & Liability Insurances are also considered contractual services and therefore fall under this category. For FY15/16 the Town was able to realize significant savings in the Town's various liability insurances as a result of negotiations with insurance carriers at renewal time. For the year, savings of \$48,000 were realized.

#### **Utilities**

**(\$175,002)**

Due to the mild winter and the collapse of the oil market the Town realized savings of \$25,891 in heating fuel costs and \$27,303 in gasoline and diesel fuel expenses. Partial offsetting these savings were overages for cell and landline phone expenses of \$1,307 and electricity expenses of \$39,765. The overage in electricity costs is also a result of the mild winter and warm spring which required above average use of air conditioning.

Hydrants. The Town pays several utilities for the provision of hydrant services throughout the town. Of these utilities, the largest service provider is Connecticut Water Company. The Town makes four payments per year to Connecticut Water totaling approximately \$780,000. In prior years the Town would make payments on an off fiscal year basis so that quarterly payments were always a quarter behind. Last year the Town's independent auditors suggested that we bring the quarterly payments in alignment with the fiscal year, doing so resulted in an additional \$200,000 payment in Fiscal Year 2015/2016 and an overage of \$175,002 in the utilities category.

*800,000 to CT Water*

#### **Debt Service**

**+\$166,814**

In June of 2016 the Town refunded \$7,705,000 of outstanding bonds. As a result of the refunding the Town realized approximately \$50,000 in interest savings on existing debt for FY2015/2016. In addition in the fall of 2015 the Town issued \$2,100,000 general obligation bonds at an interest rate of 2.14%. As a result of the low rate the Town again realized significant savings on interest expense thereby resulting in a savings in the amount budgeted for debt service.

In summary, for Fiscal Year 2015/2016 General Fund revenue exceeded budget amounts by \$167,425 and expenditures were less than budget amounts by \$414,900, resulting in an excess of revenue over expenditures of \$582,325. When this amount is added to fund balance, it increases Unassigned Fund Balance to \$10,925,620 or 10.86% of current operating revenue.

**MOTION:**

That the Following Unobligated Capital Improvement Project (CIP) Balances be Transferred to the Accounts Listed Below for the Purpose of Closing Out Various Inactive CIP Accounts and Covering Shortfalls in Other CIP Accounts.

**FROM:**

<u>ACCOUNT #</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
13116	Alice Clover Pinnney Gazebo Improvements	\$ (4,802)
14214	High School Tennis Courts	\$ (636)
13602	Salt Storage Shed Roof	\$ (3,163)
13604	Truck Lift	\$ (35,000)
15607	Highway Dump Truck	\$ (2,538)
15605	Small Dump Truck	\$ (5,588)
15629	Brush Chipper	\$ (1,433)
15645	Building Maintenance Vehicle	\$ (5,841)
15610	Backhoe Loader	\$ (3,397)
15601	Rotary Mower	\$ (10,179)
15580	Fire Marshal Vehicle	\$ (25,000)
15701	Rotary Mower-Golf Course	\$ (2,515)
	<b>TOTAL</b>	<b>\$ (100,092)</b>

**TO:**

<u>ACCOUNT #</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
14215	High School Track	\$ 854
13603	Overhead Door Replacements	\$ 56
13701	Westwoods Maintenance Shed	\$ 6,627
15501	Rolling Stock	\$ 73,142
15634	Street Sweeper	\$ 19,413
	<b>TOTAL</b>	<b>\$ 100,092</b>

Note: Periodically staff reviews the various Capital Improvement Project accounts to determine which projects are complete but still have money available and which projects, either completed or not, have shortfalls. Once this determination is made, staff then requests that the Town Council approve the movement of unexpended balances from closed accounts to any accounts which need additional funding in order to cover the shortfalls.

Staff has gone through the list of capital projects and has determined that the projects in the "FROM" accounts listed above have been completed and the unexpended balances are no longer needed. The projects in the "TO" section have shortfalls at the current time or need additional funds in order to complete the project.

Staff will be available at the Council meeting to answer any questions regarding this motion.

**MOTION:**

To Approve the Following Resolution Regarding Pension Benefits to Former Police Employees in Accordance with Section 51-34 of the Town Code:

“That no special benefit payments be made from the Pension Plan to retired police employees at this time”

**NOTE:**

The Retirement Board has over their last 3 meetings discussed the issue of granting a special benefit payment to Retired Police Employees as required by Section 51-34 of the Farmington Town Code. At their meeting on August 18, 2016 the Board voted to recommend to the Town Council that a special benefit payment not be made at this time because of concerns with the funding status of the Pension Plan.

Since 2009 the Retirement Board has made significant changes to the Plan in order to put it on a better financial footing after the economic downturn. The Board caused a review of the Plan assets to be undertaken by a third party advisor, recommended the switch to an open platform instead of the closed platform that the Plan was previously on, and recommended that the investment rate used to determine projected investment gains be gradually lowered from 8.5% per annum to a more realistic 7.0% per annum.

These measures have helped the Plan to regain the investment loss that occurred during 2008 and 2009. However, as gains have been achieved with investments, unfortunately the Plan's liabilities have also continued to grow so that the funded ratio which in 2002 exceeded 100% was as of July 1, 2015 at only 74.7%. The Retirement Board feels that the funded ratio should be at a minimum of 80% before consideration is given to provide a special benefit to retirees.

Members of the staff will be available to answer any questions that the Town Council may have regarding this issue.

**MOTION:**

To Approve the Following Resolution Regarding Pension Benefits to Former Non-Police Employees in Accordance with Section 51-69 of the Town Code:

“That no special benefit payment be made from the Pension Plan to retired non-police employees at this time.”

**NOTE:**

The Retirement Board has over their last 3 meetings discussed the issue of granting a special benefit payment to Retired Non-Police Employees as required by Section 51-69 of the Farmington Town Code. At their meeting on August 18, 2016 the Board voted to recommend to the Town Council that a special benefit payment not be made at this time because of concerns with the funding status of the Pension Plan.

Since 2009 the Retirement Board has made significant changes to the Plan in order to put it on a better financial footing after the economic downturn. The Board caused a review of the Plan assets to be undertaken by a third party advisor, recommended the switch to an open platform instead of the closed platform that the Plan was previously on, and recommended that the investment rate used to determine projected investment gains be gradually lowered from 8.5% per annum to a more realistic 7.0% per annum.

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Members of the staff will be available to answer any questions that the Town Council may have regarding this issue.

MOTION:

To Approve the Following Property Tax Refunds.

<b>NAME</b>	<b>REASON</b>	<b>AMOUNT</b>
1)Allstate Cont. Servies	Assessor's adjustment	\$6.11
2)Avon Premium Finance	Assessor's adjustment	\$126.63
3)J & R Belanger	Assessor's adjustment	\$110.31
4) T & C Boyajian	Assessor's adjustment	\$124.38
5)Cab East LLC	Assessor's adjustment	\$126.63
6)David Cheng	Assessor's adjustment	\$12.27
7)Creekridge Capital	Assessor's adjustment	\$2,094.64
8)Daimler Trust	Assessor's adjustment	\$60.97
9)Kevin Damico	Assessor's adjustment	\$12.78
10)Nicolino Docchio	Assessor's adjustment	\$8.92
11)M & R Frey	Assessor's adjustment	\$59.81
12)Alina Frigugliett	Assessor's adjustment	\$21.16
13)Patricia Gallagher	Assessor's adjustment	\$9.39
14)G or J Hikel	Assessor's adjustment	\$74.50
15)Honda Lease Trust	Assessor's adjustment	\$1,198.78
16)Eric Jipp	Assessor's adjustment	\$143.94
17)Christine Lagosz	Assessor's adjustment	\$14.31
18)Amelia Mason	Assessor's adjustment	\$6.86
19)C & M Modha	Assessor's adjustment	\$18.31
20)Nissan Infiniti	Assessor's adjustment	\$84.51
21)Lori Obrien	Assessor's adjustment	\$110.16
22)Laurette Prickett	Assessor's adjustment	\$14.54
23)J & A Sicklick	Assessor's adjustment	\$28.10
24)T Singh & N Parmar	Assessor's adjustment	\$16.50
25)Christopher Stephens	Assessor's adjustment	\$586.75
26)Toyota Lease Trust	Assessor's adjustment	\$34.34
27)James Vanhoof	Assessor's adjustment	\$14.46
28)Vault Trust	Assessor's adjustment	\$186.64
29)Raymond Vicino	Assessor's adjustment	\$65.74
30)Emily Wilkey	Assessor's adjustment	\$27.85
31)Wine Cellars 4 LLC	Assessor's adjustment	\$136.90
32)Dariusz Wojnarowski	Assessor's adjustment	\$93.73
	<b>TOTAL:</b>	<b>\$5,630.92</b>

MOTION:

Executive Session — To discuss matters concerning collective bargaining.

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

Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-210. (9) records, reports and statements of strategy or negotiations with respect to collective bargaining:

That attendance in the Executive Session shall be limited to:

Members of the Town Council  
Town Manager

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

MOTION:

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

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

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

That attendance in the Executive Session shall be limited to:

Members of the Town Council  
Town Manager

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