

TOWN OF CANAAN
BOARD OF SELECTMEN, REGULAR MEETING MINUTES
September 8, 2025 @ 6:00PM

Town Hall, 108 Main Street, Falls Village, CT
IN-PERSON, AND VIA ZOOM

Meeting video is not available for this meeting.

Members Present:

In person: David Barger, Christopher Kinsella, and Judy Jacobs

Via Zoom: None

1) **Call to order:** David Barger called the meeting to order at 6:04 pm.

2) **Agenda:**

Judy Jacobs made a motion to add the following items to the agenda:

7F – Speed warning signs

7G – Department of Transportation regarding road repairs

7H and 9C – Off the Trail Café request

9B3 Mark Gozonsky appointment to Housatonic River Commission

Any Other Business – Appointment of Recording Secretary

Chris Kinsella seconded the motion; unanimous.

3) **Public comment:** None were received in writing.

4) **Secretary's Report**

Judy Jacobs made a motion to approve the minutes for the Board of Selectmen's Regular Meeting held on August 8, 2025. Chris Kinsella seconded the motion; unanimous.

Chris Kinsella made a motion to approve the minutes for the Board of Selectmen's Special Meeting held on August 20, 2025. Judy Jacobs seconded the motion; unanimous.

Chris Kinsella made a motion to approve the minutes for the Board of Selectmen's Special Meeting held on August 28, 2025. Judy Jacobs seconded the motion; unanimous.

5) **Treasurer's and Tax Collector's Report:**

Judy Jacobs made a motion to receive the July 31, 2025, packet for the Treasurer's Report. Chris Kinsella seconded the motion. Judy Jacobs and David Barger voted yea, Chris Kinsella voted nay; motion carried.

Judy Jacobs made a motion to receive the Tax Collector's Report for August 31, 2025. Chris Kinsella seconded the motion. Judy Jacobs and David Barger voted yea, Chris Kinsella voted nay; motion carried.

6) **Communications:**

a) **Written:**

1) Thank you letter from Greenwoods.(attached)

b) **Oral Communication:**

None

7) **First Selectman's Report presented by David Barger:**

a) **STEAP:** Paperwork (attached) signed, and the State will be ready to receive RFPs within two weeks.

b) **Ruth Skovron letter:** Dave Barger thanked Ruth for her decades of volunteerism for the Town. (attached)

c) **CIRMA:** the Town received a check for \$3,502 from CIRMA which will be deposited to the General Fund.

d) **Ellery Sinclair letter:** Dave Barger thanked Woods Sinclair (letter attached) for his decades of volunteerism in the Town. His resignation letter from the Housatonic River Commission is attached.

First Selectmen's Report continued.....

- e) Town Meeting: To be held on 9/11/25 at 6:30pm. Agenda attached.
- f) Speed Warning lights: See attached. The Town should be receiving 4-6.
- g) CT Dept of Transportation: See attached regarding paving for Route 126, Johnson, and Sand Rd.
- h) Off the Trail Café request: See attached and New Business 9C.

8) Old Business:

- a) 35 Railroad Street: **No action taken.**
- b) Economic Development: **No action taken.**
- c) Affordable Housing Task Force: **No action taken.**
- d) CEN Update – **No action taken.**
- e) Cobble Rd Culvert and Bridge – **No action taken.** Chris Kinsella is meeting with Cardinal Engineering on plans for repairs.
- f) FEMA – **No action taken.** Chris Kinsella will be contacting FEMA regarding their re-write of the Flood Maps and any changes that could occur with the repairs to Cobble Rd and the bridge.

9) New Business

- a) Tax Abatements/Suspense List:

Judy Jacobs made a motion to approve the refund request for overpaid taxes in the amount of \$235.53. Chris Kinsella seconded the motion; unanimous. (attached)

- b) Housatonic River Commission

Judy Jacobs made a motion to appoint Richard Heinz to the Housatonic River Commission effective September 8th, 2025, and through the remainder of Ellery Sinclair's term which ends December 31, 2025, and to elect Mark Gozonsky as the alternate to the commission effective September 8th, 2025, through September 7th, 2028. Chris Kinsella seconded the motion; unanimous.

- c) Off the Trail Cafe :

Chris Kinsella made a motion to approve the request from Off the Trail Café to allow live music on the Town Green, during the hours of 10am-3pm on the first Saturday of each month. Judy Jacobs seconded the motion; unanimous.

10) Discussion:

- a) Solar Project: Meeting to be scheduled.
- b) Bridge/Infrastructure: Meeting to be scheduled.

11) Other Business to Come Before the Board of Selectmen:

Chris Kinsella made a motion to appoint Pat Fife as Recording Secretary for the Board of Finance effective October 14th, 2025. Judy Jacobs seconded the motion; unanimous.

12) Public Comment 2: None received in writing.

13) Adjournment: Judy Jacobs made a motion to adjourn the meeting at 6:50pm. Chris Kinsella seconded the motion; unanimous.

Respectfully submitted by Recording Secretary, Denise Cohn.

Attachments:

Ellery "Wood" Sinclair and Ruth Skovron letters of thanks and Ellery Sinclair resignation letter.

Greenwoods Thank You letter.

CIRMA Letter

STEAP documents

9.11.25 Town Meeting Agenda

Speed Warning signs email.

CT Department of Transportation regarding paving

Off the Trail Café request

Tax Rebates

Treasurers Report and Tax Collectors Reports are attached to the 8.11.25 Board of Finance Minutes.



Department of Economic and Community Development

CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT					
Project Financing Plan & Budget - Planning, Development, and Brownfield Projects					
Original (Mark X):		x		Revision#:	
Applicant: Town of Canaan		Fed ID#:		06-6001969	
Project: Critical Municipal Infrastructure		Project #:		2025-021-149	
Program: STEAP		Budget Start: 8/28/25		Budget End: 8/27/29	

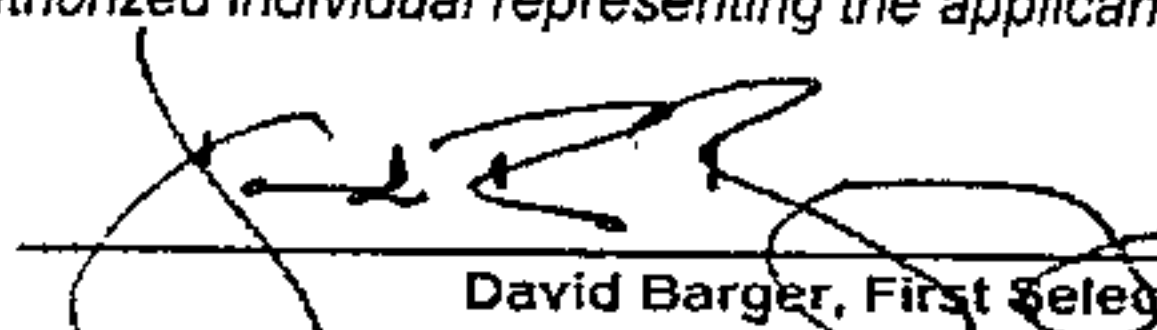
SOURCES OF FUNDS		DECD GRANT	LOAN	NON-DECD	TOTAL
DECD:	STEAP 4-66g	\$ 620,051.00			\$ 620,051.00
DECD:	Program 2				\$ -
Other:	Town Match			\$ 155,014.00	\$ 155,014.00
Other:	Applicant, Private, Bank, Fed., Local etc.				\$ -
Other:	Applicant, Private, Bank, Fed., Local etc.				\$ -
Total Sources		\$ 620,051.00	\$ -	\$ 155,014.00	\$ 775,065.00

USES OF FUNDS		DECD FUNDS	NON-DECD FUNDS	TOTAL
		PROGRAM #1	PROGRAM #2	
DECD Legal Costs		\$ -		\$ -
Land Acquisition (including appraisals & legal)				\$ -
Relocation (only if approved)*				\$ -
Planning Studies (pre-dev work, CEPA, historic etc.)				\$ -
Haz. Building Material Survey (asbestos, lead, etc.)				\$ -
Env. Site Assessment (Ph. I,II,III, RAP etc.)				\$ -
Design/Architectural/Engineering Work				\$ -
Env. Remediation (soil, groundwater etc.)				\$ -
Abatement (lead, asbestos, PCBs etc.)				\$ -
Demolition				\$ -
Construction Admin./Management				\$ -
Gen.Const./Rehab (permit, mtl.-test. insurance etc.)		\$ 472,045.00	\$ 118,012.00	\$ 590,057.00
Revolving Loan Fund				\$ -
Office/Computer Equipment (only if approved)*				\$ -
Machinery & Equipment (only if approved)*		\$ 148,006.00	\$ 37,002.00	\$ 185,008.00
Salaries (only if approved - complete Sched. A)*				\$ -
Other Administration Costs (only if approved)*				\$ -
Other - please include DECD line item & code* **				\$ -
Contingency- (only budgetary, no charge to line item)				\$ -
Total Uses		\$ 620,051.00	\$ -	\$ 775,065.00

*Note: These line items are not eligible for funding through most DECD programs unless specifically approved by the State Bond Commission or is an approved use under the Funding Program. Please discuss with DECD PM regarding eligibility. Additional schedules may be requested.

Applicant Name: Town of Canaan

I request approval of this Project Financing Plan and Budget in accordance with the terms and conditions of the Assistance Agreement and as the duly authorized individual representing the applicant, affirm that the project will be operated in accordance with this budget:


David Barger, First Selectman


08/20/2025
Date

The Project Financing Plan and Budget is hereby approved in the amounts and for the time period indicated.

(Please Note: Budget revisions only require the Unit Director's signature):


Sheila Hummel, Community Development Manager, Office of Business Development

8/26/2025
Date


Daniel O'Keefe, Commissioner

8/28/25
Date

**ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
(An Equal Opportunity Employer)
AND
TOWN OF CANAAN**

RE: Critical Municipal Infrastructure Project

This **ASSISTANCE AGREEMENT** (the "Agreement" or "Contract") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State" or "DECD"), acting herein by **Daniel O'Keefe**, its Commissioner of Economic and Community Development (hereinafter, the "Commissioner"), pursuant to Connecticut General Statutes § 4-66g et. seq. (specifically, the Small Town Economic Assistance Program Act, hereinafter "STEAP") and **TOWN OF CANAAN** (hereinafter the "Applicant" or "Contractor") acting herein by **David Barger**, its duly authorized **First Selectman**.

WITNESSETH:

WHEREAS, the governing body of the Applicant has submitted to the State a series of documents, including a STEAP Project Application, a certified resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Financing Plan and Budget, and exhibits, if any, and other documents (all, together with all other documents and agreements executed by the Applicant in connection with this Agreement, hereinafter the "Project Documents") for a project entitled **Critical Municipal Infrastructure Project** (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents (attached hereto as **Exhibit A**) as being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Applicant, the State has approved funding for the Project; and

WHEREAS, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

ARTICLE 1 - STATE OBLIGATIONS

1.1 Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits, attached hereto and incorporated into this Agreement, and in reliance upon the facts and representations set forth, to provide financial assistance to the Applicant for the Project in the form of a STEAP Grant in an amount not to exceed **SIX HUNDRED TWENTY THOUSAND FIFTY-ONE AND 00/100 DOLLARS (\$620,051)** (hereinafter, the "Funding").

ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1 Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a duly organized, validly existing municipal corporation in good standing under the laws of Connecticut.

2.2 Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3 Authorization to Enter Into and Execute Project Documents. The execution and delivery of this Assistance Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws << including its charter >> or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound.

2.4 Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5 Agreement to Undertake Project. The Applicant agrees to undertake and complete the Project as described in the Application and the Project Documents attached hereto as **Exhibit A**.

2.6 Obstacles to Entering and Executing Project.

(A) Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the

Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7 Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is no fact which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as **Exhibit B**, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

(D) Lien and Claim Reporting. If applicable, the Applicant shall disclose in writing to the DECD, no later than ten (10) calendar days after becoming aware of or after the Applicant should have become aware of, to the best of the Applicant's knowledge, any actions, suits, claims, demands, investigations, liens, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, at law or in equity in any forum, involving

the Applicant that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform the project as described in the Commissioner's financial assistance proposal or letter of intent.

2.8 Use of State Funding. The Funding shall be used for the Project as set forth in the Application and in accordance with the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget (**Exhibit A**).

(B) Budget. The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.

2.9 Payment of Other Obligations. The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the State or the obligation evidenced hereby and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.

2.10 Indemnification. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. "Records" means all working papers and such other information and materials as may have been accumulated by the Applicant in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. "Goods" means all things which are movable at the time that the Agreement is effective and which includes, without limiting this definition, supplies, materials and equipment.

(A) The Applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any

and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Applicant or Applicant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Applicant shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Applicant's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Agreement.

(B) The Applicant shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(C) The Applicant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Applicant or any Applicant Parties. The State shall give the Contractor reasonable notice of any such Claims.

(D) The Applicant's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Applicant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims.

(E) This Section shall survive the termination of the Agreement as described in Section 5.16 (the "Termination") and shall not be limited by reason of any insurance coverage.

(F) The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project (or the Collateral, if any), or any lien or claim under Connecticut General Statutes § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the Project Documents and/or foreclosure of any mortgage or realization on the Collateral (if any).

(G) For purposes of this Agreement, "Contractor Party", "Contractor Parties", "Applicant Party", or "Applicant Parties" shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Agreement in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

2.11 Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the Project, the Applicant shall comply with all applicable state and federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Agreement, including, but not limited to, (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam.

2.12 Nondiscrimination.

(A) For the purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Agreement or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members

of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(B)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(6) If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(C) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(D) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(E) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(F) The Contractor agrees to comply with the statutes and regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(G)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;


(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or

understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(H) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(I) Pursuant to subsection (c) of Section 4a-60 and subsection (b) of Section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: 

2.13 Executive Orders and Other Enactments.

(A) All references in this Agreement to any federal, state, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the DECD'S authority to require compliance with the Enactments.

(B) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

(C) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

2.14 Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.15 Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.16 Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Contractor or any guarantor pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Contractor is a party, when delivered, will be legal, valid, and binding obligations of the Contractor, enforceable against it in accordance with their respective terms (**Exhibit A**).

2.17 Use Restriction. INTENTIONALLY OMITTED

2.18 Negative Pledge. INTENTIONALLY OMITTED

ARTICLE 3 - PROJECT ADMINISTRATION

3.1 Audit and Inspection of Plant, Places of Business and Records.

(A) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or

where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Applicant's and Applicant's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(B) The Applicant shall maintain, and shall require each of the Applicant Parties to maintain, accurate and complete Records. The Applicant shall make all of its and the Applicant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(C) The State shall make all requests for any audit or inspection in writing and shall provide the Applicant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(D) The Applicant will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Applicant under this Agreement. The Applicant will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(E) The Applicant shall keep and preserve or cause to be kept and preserved all of its and Applicant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Applicant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(F) The Applicant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Applicant shall cooperate with an exit conference.

(G) The Applicant must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Applicant Party.

(H) If Applicant is subject to a federal and/or state single audit it must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf> and the requirements established by federal law and state statute. If Contractor is not subject to a federal and/or state single audit, it shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the DECD may conduct Project-specific audits.

3.2 Payment to Applicant. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant agrees as follows:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House ("ACH") (EFT) Program. Upon the execution of this Agreement, the Applicant

shall provide current, verifiable bank account information for accounts with Applicant's bank to the Office of the State Comptroller ("OSC") by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, and such additional information as the OSC may require (<https://www.osc.ct.gov/vendor/directdeposit.html>).

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the "Account"), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.

(C) Preagreement Costs. Unless authorized by the Commissioner in writing, no costs incurred before the start date of the most recently approved Project Financing Plan and Budget are eligible for payment from the Funding.

(D) Service Contracts. All Project cost items, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

3.3 Repayment to State. (A) Any unspent Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days of the end date of the most recently approved Project Financing Plan and Budget.

(B) In the event that an audit demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in Section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.

3.4 Yearly Reports. The Applicant shall furnish upon request to the State within ninety (90) days of the end of each of the Applicant's fiscal year(s), or earlier as determined by the Commissioner for each year that this Agreement remains in effect: (1) its balance sheet and the related statement of earnings and retained earnings, including all supporting schedules and comments, all of which shall be prepared by a certified public accountant of recognized standing using, at a minimum, the standards for a "Review" as that term is used in the reporting standards of the American Institute of Certified Public Accountants along with a statement of such accountants that, in making the examination necessary for the preparation of the financial statements required above, they have obtained no knowledge of any default by the Applicant in the performance of the Project or disclosing all defaults of which the accountants have obtained knowledge; and (2) such further financial and other information that the Commissioner may at his discretion require from time to time.

3.5 Project Financial Statements. The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved

DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670>. This information will be required to be provided within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the Applicant, as necessary.

ARTICLE 4 DEFAULT

4.1 Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. The Applicant fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. Any representation or warranty made by the Applicant or caused to be made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Unpaid Judgments. A judgment or judgments for the payment of money shall be rendered against Applicant and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of ninety (90) consecutive days.

(D) Receivership or Bankruptcy. The Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.

(E) Condemnation or Seizure. Any federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.

(F) Lack of Adequate Security. The State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

(G) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

4.2 Events in Instances of Default.

(A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, the Commissioner shall provide written notice of the breach ("Notice of Default") to the Applicant by overnight or certified mail, return receipt requested, to the most current address furnished for the purposes of correspondence.

(B) Opportunity to Cure. The Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner. The Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such noncompliance is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach; or

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement.

(6) The Applicant agrees that, upon an event of default or after a judgment hereon, all expenditures incurred by the State under the Project Documents including the Funding shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, default or judgment as applicable.

The State may collect costs associated with collection efforts as outlined in Section 2.9 of this Agreement.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 Nonwaiver & Sovereign Immunity.

(A) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(B) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

5.2 Severability. If any term or provision of the Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by law.

5.3 Agreement Date. This Agreement shall become effective on the latest of: (a) the date the Commissioner or his designee affixes his signature hereto, or (b) if applicable, the date the Attorney General or his designee affixes his signature hereto (the "Effective Date" or the "Agreement Date").

5.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Transmittal of the signatures of the parties to this Agreement by email or facsimile shall be deemed as effective as an original signature thereon.

5.5 Notices. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (collectively, "Notices") are deemed to have been received two (2) days after the date that the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or one (1) day after the date sent if placed with a recognized, overnight express delivery service that provides for a return receipt. Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at 108 Main Street, Falls Village, CT 06031 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the

Commissioner at the Department of Economic & Community Development, 450 Columbus Boulevard, Hartford CT 06103.

5.6 Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.7 Headings, Number and Gender. The headings given to the sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

5.8 Amendments; Supremacy and Entirety of Agreement.

(A) No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(B) In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.9 Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or re-filing and re-recording, such documents and instruments in all public offices in which such filing or recording, or re-filing or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.10 Assignment. The Applicant shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of

DECD. DECD may void any purported assignment in violation of this Section and declare the Applicant in breach of the Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims.

5.12 Survival of Representations. For the purposes of this Agreement, the term "Applicant" or "Contractor" shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in this Agreement or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) ten (10) years after receipt of the last installment of the Funding; or (ii) repayment in full of the Funding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any section of this Agreement without the written consent of the Commissioner.

5.13 Governing Documents. In the event of any conflict between this Agreement and any of the attached Project Documents (**Exhibit A**), this Agreement sans Exhibits shall be controlling.

5.14 Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party.

5.15 Forum and Choice of Law. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Applicant waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5.16 Expiration or Termination of Agreement.

(A) The term of this Agreement shall expire upon the expiration of the Negative Pledge and Use Restriction referenced herein.

(B) Notwithstanding subsection (A) above, the Applicant may terminate this Agreement prior to the expiration of the Negative Pledge and Use Restriction so long as it makes full repayment of the Funding plus liquidated damages equal to seven and one-half percent (7.5%) of the total amount of the Funding received, plus all costs and expenses related thereto.

(C) This Agreement is subject to the availability of funding. In the event funding for the Project or underlying program is reduced or terminated, DECD may terminate this Agreement without penalty.

(D) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized employee, may terminate this Agreement whenever DECD makes a written determination that such termination is in the best interests of the State. DECD shall notify the Applicant in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Applicant must complete its performance under this Agreement prior to such date.

(E) This Agreement may also be terminated by the express written agreement of the Applicant and the State.

(F) Notwithstanding any such expiration or termination of this Agreement, all indemnity rights set forth in Section 2.10 and elsewhere in this Agreement or in any of the other Project Documents shall survive such expiration or termination.

ARTICLE 6 < - SPECIAL CONDITIONS >

6.1 CEPA Compliance.

(A) Connecticut Environmental Policy Act. Disbursement of Funding may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of Project activities. If project analysis and review under the provisions of CEPA is necessary, the DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the Project. Said firm shall work at the direction of DECD in assessing the project activities in accordance with CEPA (Connecticut General Statutes § 22a-1 and Conn. Agencies Regs. §§ 22a-1a-1 to 22a-1a-12).

(B) Environmental Condition of Real Property. As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for the real property subject to Project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Energy and Environmental Protection laws and regulations, and the applicable American Standards for Testing Material document standards. Copies of all reports shall be made available to DECD. If the Applicant and/or other parties for the subject real estate within the Project area have conducted environmental site assessments, copies of such documents must be submitted to DECD.

6.2 Construction Compliance.

For projects whose costs are greater than \$250,000

(A) The Applicant shall submit to DECD the following construction-related documents for review, comments and approval to go out to bid: (a) bid package(s) including procedures for bidding and legal notice regarding invitation to bid; (b) bid selection process results; (c) bonding and insurance requirements; (d) copies of contracts; (e) updated list of Project

contractors; (f) schedule of values; and (g) change orders. The Applicant shall ensure compliance with the current DECD Bidding, Contracting and Construction Guidelines.

(B) DECD's approval of the release of funds for construction will be based on review of construction documents, latest project budget, project schedule and cash flow updates, monthly reports, application and certificate of payment (AIA Document G702) approved by the project architect and/or engineer, appropriate invoices and other appropriate backup materials as may be requested by DECD.

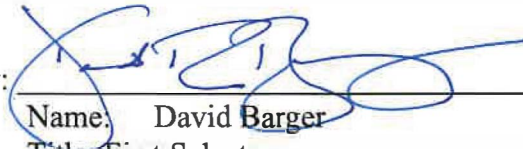
6.3 Administrative and Project Monitoring Plan. INTENTIONALLY OMITTED

6.4 Subrecipient Agreement. The Applicant will be required to enter into a written agreement with the Subrecipient in substantially equivalent terms and conditions as contained herein. The Applicant will also, upon request from DECD, assign its written agreements with the Subrecipient to DECD.


[Remainder of page intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

TOWN OF CANAAN

By: 
Name: David Barger
Title: First Selectman
Duly Authorized
Dated: 08/06/2025

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**

By: 
DANIEL O'KEEFE
Commissioner
Duly Authorized 8/28/25
Dated: _____

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General May 12, 2022, as may be amended from time to time.

TOWN of CANAAN
Office of First Selectman
108 Main Street
PO Box 47
Falls Village, CT 06031-0047

Telephone 860-824-0707 x23
Fax 860-824-4506
Website canaanfallsvillage.org



September 8, 2025

Dear Ellery,

On behalf of the Board of Selectmen and the entire Town of Canaan, our sincere gratitude can be expressed for your service as a Commissioner on the Board of the Housatonic River Commission. As such, you have represented our community as a passionate environmental advocate dedicated to safeguarding the Housatonic River for future generations.

The dedication and commitment to improving the community through your work on the commission has been exceptional. Contributions to our revised *State Vegetation Management Plan* for the Housatonic Railroad should be acknowledged. Your expertise and profound knowledge of our region was instrumental in the National Park Service's designation of (41) miles of the River as the *Wild and Scenic Housatonic* in 2023.

Positive changes and progress in the Town of Canaan are a direct result of the efforts of dedicated individuals. These individuals are willing to give their time and talents for the betterment of the community. It is hoped that you will continue to be involved in being a voice for and a steward of our community's environment. Please know that the impact of your work as a part of the Housatonic River Commission and our town will be felt for years to come.

Thank you again for the commitment and service to the community.

David R. Barger
First Selectman

Judy Jacobs
Selectman

Chris Kinsella
Selectman

Dated this 8th day of September 2025

TOWN of CANAAN
Office of First Selectman
108 Main Street
PO Box 47
Falls Village, CT 06031-0047

Telephone 860-824-0707 x23
Fax 860-824-4506
Website canaanfallsvillage.org



Dear Ruth,

On behalf of the Board of Selectmen, the Planning and Zoning Commission and the entire Town of Canaan, our sincere gratitude is extended to you for the dedicated service and contributions to our Planning and Zoning Commission. Our community appreciates the positive impact that you have had on our town and its future.

Your commitment to promoting the orderly and coordinated development of the town, and efforts to balance growth with the preservation of the community's character, have been invaluable. We recognize that as a member of the Planning and Zoning Commission you have demonstrated both wisdom and integrity in navigating complex land use issues and ensuring that our Planning and Zoning Commission acts in the best interest of our residents.

Contributions to the projects such as the Town of Canaan's Plan of Conservation and Development, the updating and rewriting of the Planning and Zoning Regulations are acknowledged. The insights and dedication to these initiatives are a lasting benefit to the community. The leadership, experience and thoughtfulness that you have shown on the Commission will be missed, and the legacy left behind is appreciated. The contributions have helped shape the town for the better, and the community is stronger and more vibrant because of these efforts. Thank you again for the commitment and service to the community.

David R. Barger
First Selectman

Judy Jacobs
Selectman

Chris Kinsella
Selectman

Dated this 8th day of September 2025

Officers
Peter Aziz, *President*
C. Todd Staub, MD, FACP, *Vice President*
Amanda J. Bokman, *Treasurer*
Karen Halpert, *Secretary*

Executive Director
John Simoncelli, LCSW, LADC, MPA

Trustees
Ted Bent
Susan Breece
Emily Littman Eisen, Ph.D.
Barbara Gold
Margret K. Warner



GREENWOODS
COUNSELING & REFERRALS, INC.

Advisory Council
Pamela Bowman
Frederick A. Browne, MD, MBA
Jeffrey L. Coploff, Esq.
Elizabeth Preston DeVos
Liz Funk
William Havemeyer
Alistair J. Highet
Shauna Holiman
Peter R. Houldin
Susan Jordan
Lance Leifert
Adrienne Lufkin
Paul McLaughlin
H. Tom O'Connor
Ira D. Smith
Patsy Stroble
Katherine N. Vick
Jane Whitney

Founder and Trustee Emeritus
The Rev. W. David Dobbins, Jr.

July 24, 2025

Mr. David Barger, First Selectman
Town of Falls Village
First Selectman's Office
P.O. Box 47
Falls Village, CT 06031

Dear Mr. Barger:

On behalf of Greenwoods Counseling & Referrals, Inc., we would like to thank the Town of Canaan for their generosity and support of our organization. We are in receipt of the FY25/26 donation of \$7,500.00.

Thank you for your belief in our mission and in your support to achieve it.

Sincerely,

John Simoncelli, LCSW, LADC, MPA
Executive Director

Creating a healthier community by providing access to high quality mental healthcare for everyone in Litchfield County.

Post Office Box 1549 | Litchfield, CT 06759 | T 860.567-7724 | F 860.567.0300 | www.greenwoodsreferrals.org



**Connecticut Interlocal
Risk Management
Agency**

545 Long Wharf Drive, 8th Floor
New Haven, CT 06511-5950
Telephone: 203-946-3700
CIRMA.org

CIRMA Board of Directors

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Town Administrator, Columbia

David Demchak, ARM
President & Chief Executive Officer

Honorable David Barger
First Selectman
Town of Canaan
108 Main Street
PO Box 47
Falls Village, CT 06031-0047

Re: Congratulations on Your CIRMA Members' Equity Distribution

Dear First Selectman Barger:

Thanks to the unwavering dedication of our employees, members, board and committee volunteers, and business partners, CIRMA is stronger than ever. The continued success of the Members' Equity Distribution program is a clear reflection of our financial strength and our deliberate, disciplined approach to delivering long-term value. It also reaffirms CIRMA's enduring commitment to prioritizing the well-being of Connecticut's local communities, emphasizing purpose, partnership, and shared prosperity.

Over the past year, we further distinguished our competitive advantages, disproving the assumption that one insurer is as good or as dedicated as another. It remains true that CIRMA is the only provider that returns equity to its members, not shareholders.

As a testament to our commitment to you, we are pleased to present your Members' Equity Distribution check for \$3,502.

Together, we continue to represent resiliency, dedication, service, and empathy. And when you combine the power of our shared community, aligned mission and values, and mutual goals, the results are limitless. We look forward to perpetuating and expanding our shared successes while capitalizing on every opportunity to exceed your expectations over the next year.

Thank you for your valued partnership and for choosing CIRMA. If you have any questions regarding this distribution, don't hesitate to get in touch with your CIRMA Underwriter at 203-946-3700.

Yours in community,

David Demchak, ARM
CIRMA President and CEO

Carl P. Fortuna, Jr.
Chairman, CIRMA Board of Directors
First Selectman, Old Saybrook



First Selectman <firstselectman@canaanfallsvillage.org>

Retirement

1 message

Ellery Sinclair <fayaway7@gmail.com>

Sat, Aug 16, 2025 at 3:08 PM

To: Dave Barger <Firstselectman@canaanfallsvillage.org>

Dear Dave & Selectfolk,

I write to inform you that I am some what reluctantly retiring from being Falls Village Commissioner on the Housatonic River Commission as of your September meeting. I strongly recommend and have asked my good neighbor Mark Gozonsky of his willingness to be the alternate as I expect Dick Heinz will be appointed to fill my vacancy. Mark's reply is an affirmative yes.

It has been my pleasure to serve and accomplish especially a revised State Vegetation Management Plan for the Housatonic Railroad and it seems all others in State; also, of course, as a participant to new status for our now "Wild & Scenic" Housatonic.

Very sincerely,
Ellery W. Sinclair

ZSent from my iPad

WARNING

TOWN OF CANAAN - TOWN MEETING

Thursday, September 11, 2025 @ 6:30 PM

TOWN HALL

108 Main Street

Falls Village, Connecticut 06031

IN PERSON

Electors and others qualified to vote at are hereby warned of a Town Meeting for the Town of Canaan, CT to be held at the Town Hall located at 108 Main St., Falls Village, CT on Thursday, September 11, 2025 at 6:30 PM to act on the following:

1. *To consider and act upon the question:* Shall the Town of Canaan approve an appropriation of up to (\$9,000) from the 107/108 Main St. Reserve Account (#1702630541) for the purpose of installing Closed Circuit Television Cameras to monitor the *State of Connecticut Official Ballot Drop Box* (as required CT Public Act 24-148) and an additional two cameras to enhance security at the Town Hall at 108 Main St.?
2. *To consider and act upon the question:* Shall the Town of Canaan approve an appropriation of up to (\$180,000.00) from the Truck Reserve Account (#51001439) for the purpose of purchasing two trucks (replacing two trucks) for the Town of Canaan Department of Public Works?
3. *To consider and act upon the question:* Shall the Town of Canaan consider and act upon rescinding *An Ordinance Concerning Trailers, Trailer Camps or Trailer Parks and Mobile Home Parks* as the Planning and Zoning Commission has adopted regulations regarding *Trailers*?
4. *To consider and act upon the question:* Shall the Town of Canaan approve the transfer of the end of year surplus (FY 24/25 - \$8,253.90) of the Road Maintenance Account (#3001) to line items within the FY 24/25 budget that ended FY 24/25 with a deficit?
5. Any other business to properly come before this meeting.

Procedure for the proceedings: Robert's Rules of Order will prevail where not in conflict with Parliamentary Law. In accordance with the principles of deliberative meeting under both Robert's Rules and Parliamentary Law participation will be reserved to those present.

Dated this 03rd day of September, 2025

Canaan Board of Selectmen

David R. Barger, First Selectman

Judy A. Jacobs, Selectman

Chris Kinsella, Selectman

Canaan Speed Feedback Signs

1 message

Hughes, Jason <jason.hughes@uconn.edu>

Thu, Sep 4, 2025 at 7:11 AM

To: "firstselectman@canaanfallsvillage.org" <firstselectman@canaanfallsvillage.org>

Cc: "canaan021hwy@comcast.net" <canaan021hwy@comcast.net>, "towngarage@canaanfallsvillage.org" <towngarage@canaanfallsvillage.org>

Good morning. The CT T2 Center has some great news to share. We all know that speeding continues to be a critical issue in Connecticut. According to the National Highway Traffic Safety Administration (NHTSA), nearly one third of fatalities on our roads were speed related. Due to the success of our previous Speed Feedback Sign and Training program and all the positive feedback the municipalities gave to the CT Department of Transportation, we have been approved for funding to conduct another round of signs and training.

This program is an effort to assist municipalities with reducing speed related crashes, and to further speed management efforts around the State.

So, what is next? Just a few simple steps.

- I will be sending a separate email to David which will contain the program agreement which will need to be signed (electronically) and returned to me via email.
- After I receive the signed program agreement, we will set up a meeting for all of us where I will deliver your free signs directly to your location and provide onsite technical assistance as needed for proper installation and access to the cloud reporting system.
- You will be notified of free Speed Management training which will be held in the Spring of 2026. Town representatives are welcome to attend.
- I will provide helpful resources to help you educate your residents on the importance of speed management.

Hopefully, have been using the previous program's speed feedback signs in Falls Village as we all know they are proven to be effective in reducing speeds and crashes when used at key locations. For more information on this, please see FHWA Office of Safety Proven Safety Countermeasures for Speed Management overview at,

I will also be available to follow up with your staff to assist with data evaluation and recommendations on future safety plans relating to any targeted locations. I look forward to your participation in this program.

JASON HUGHES

Safety Technical Associate

CT T2 Center | Longley

270 Middle Turnpike, U-5202
Storrs, CT 06269

(860) 486-0303 | t2center.uconn.edu

UConn



First Selectman <firstselectman@canaanfallsvillage.org>

Program Agreement

1 message

Hughes, Jason <jason.hughes@uconn.edu>

Thu, Sep 4, 2025 at 7:11 AM

To: "firstselectman@canaanfallsvillage.org" <firstselectman@canaanfallsvillage.org>

Good morning, David. As promised, here is the attached program agreement for the new speed feedback signs. Please sign and send back to me and then we can set up a meeting so I can deliver them. Any place you'd like to meet for me to drop them off will be fine. You can invite whoever is involved with deciding where to place and install them or anyone else you'd like to show the good work you are doing for traffic safety in town. I'm looking forward to seeing these new signs up and running as I drive around Falls Village.

JASON HUGHES

Safety Technical Associate

CT T2 Center | Longley

270 Middle Turnpike, U-5202
Storrs, CT 06269

(860) 486-0303 | t2center.uconn.edu

UConn

 **Program Agreement Fillable Form.pdf**
174K

North Canaan / Canaan (Falls Village) Repair/repaving Questions

1 message

Erik Shortell <eshortell@nhcogct.gov>

Wed, Sep 3, 2025 at 11:05 AM

To: First Selectman <firstselectman@canaanfallsvillage.org>

Cc: Selectman Chris <selectmanchris@canaanfallsvillage.org>, Selectman Judy <selectmanjudy@canaanfallsvillage.org>, Robert Phillips <rphillips@nhcogct.gov>

Good Morning,

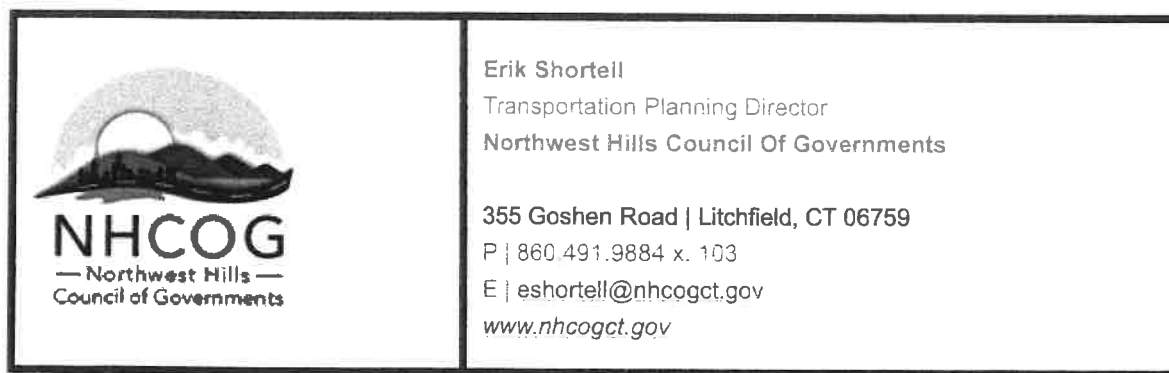
After discussions with CTDOT and follow-up with the appropriate departments, here is the information we received regarding the questions from North Canaan:

- Johnson Road is classified as a rural minor collector, and Sand Road is classified as a local road. Both qualify for funding under TRIP. The next solicitation is expected to be announced in November/December, with a project cap of \$2 million. I recommend looking into the permitting requirements for culvert repair/replacement, as these applications often experience delays or scope adjustments due to design and permitting.
- CTDOT's Maintenance District also reviewed Route 126. This section is tentatively scheduled to be paved in 2027 under the Maintenance Resurfacing Program. In addition, crews will be in your area within the next few weeks to evaluate drainage deficiencies. CTDOT will keep us updated on their findings.

Please let me know if you'd like to discuss further or need additional information.

Thank you,

Erik

**From:** First Selectman <FirstSelectman@canaanfallsvillage.org>**Sent:** Thursday, August 7, 2025 8:23 AM**To:** Erik Shortell <eshortell@nhcogct.gov>**Cc:** Selectman Chris <SelectmanChris@canaanfallsvillage.org>; Selectman Judy <selectmanjudy@canaanfallsvillage.org>**Subject:** Quick Questions

Good Morning Erik,

As per our telephone conversation, I was wondering if there were funds available for what are designated as 'feeder roads' for repair/ repaving. In our particular case, we have two roads that sorely need attention.

- Johnson Rd. which connects Sand Rd. which connects Rt. 7 in North Canaan and Rt. 126 in Canaan
Rt. 126 and Rt. 7 (Falls Village) *thus joining the two towns*

Both of these roadways experience a higher volume of traffic than any other in our town outside of the state routes.

My next question would be regarding a 2.2 mile stretch of Rt. 126 that joins Rt. 63 and Rt. 7. At best, there are sections of the roadway that are in poor condition due to what appears to be collapsing culverts and in other areas poor or insufficient drainage. A section of Rt. 126 from Rt. 44 to the center of Falls Village was repaved a little more than a year ago. When might DOT be getting to this next section?

Thank you Erik for your assistance in this matter.

Best,

Dave

Dave Barger
First Selectman
Town of Canaan
108 Main St., PO Box 47
Falls Village, CT 06031
(860) 824-0707



First Selectman <firstselectman@canaanfallsvillage.org>

Re: Appalaichian trail pamphlets and info

1 message

Liz Ives <lives73@yahoo.com>

Wed, Sep 3, 2025 at 2:18 PM

To: First Selectman <FirstSelectman@canaanfallsvillage.org>

Thats great!

Sent from Yahoo Mail for iPhone

On Wednesday, September 3, 2025, 2:04 PM, First Selectman <FirstSelectman@canaanfallsvillage.org> wrote:

Hi Liz,

I have to run the band idea past the other Selectmen and it has to happen in a meeting. Unfortunately, there won't be enough time for a meeting this week, but I can bring it up at our meeting on Monday and get back to you for next week!

Best,

Dave

Dave Barger
First Selectman
Town of Canaan
108 Main St., PO Box 47
Falls Village, CT 06031
(860) 824-0707

On Wed, Sep 3, 2025 at 12:13 PM Liz Ives <lives73@yahoo.com> wrote:

Hi Dave, I'm curious if you could give me the information from the person that heads up this at trail somebody dropped off all these great pamphlets on the Appalachian Trail and they are all gone!

Also, someone is giving us a free display rack so I will be able to display them in a better manner soon anything whether it's from the actual recreational bikers.

Also, if I ever wanted to have a small band come and play on first Saturdays is that OK or do I need to clear that with the Town? I'm imagining people might actually hang out on the green is why I'm asking. I don't think I can get anybody for this Saturday but maybe next! Or if we get slow and decide to do a true grand opening party, I would have somebody that came and did our wedding

Thanks

Liz Ives

Sent from Yahoo Mail for iPhone

CLK-BK AL

09/01/2025

-235.53

Refund BOS 9.8.25

REQUEST FOR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev, as Amended
This is to certify that VCFS AUTO LEASING CO

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2024

- ☐ Sec. 12-81 (20) Servicemen Having Disability Rating.
☐ Sec. 12-125 Abatement of Taxes of Corporations.
☐ Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
☐ Sec. 12-127 Abatement or Refund to Blind Persons.
☐ Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
☒ Sec. 12-129 Refund of Excess Payments due to taxpayer overpayment or Assessor adjustment.

VCFS AUTO LEASING CO
1800 VOLVO PL
MAHWAH, NJ 07430-2032

2024-03-0051187

51187

/376YUU/YV4L12RK9N1077118



2024030051187

To Collector of **CANAAN TAX COLLECTOR** State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments due to taxpayer overpayment or Assessor adjustment.
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2025	329.28	0.00	0.00	0.00	329.28	
Total Paid	07/16/2025	564.81	0.00	0.00	0.00	564.81	-235.53 ***
Adjusted Refund		-235.53	0.00	0.00	0.00	235.53	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name

Signature of Taxpayer

Date

COLLECTOR'S RECOMMENDATION TO THE BOARD OF SELECTMEN

To the Board of Selectmen, It is recommended that refund of property taxes and interest in the amount of 235.53

be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments due to taxpayer overpayment or Assessor adjustment.

DATED AT CANAAN TAX COLLECTOR, CONNECTICUT THIS 20 DAY OF August 2025

Rebecca Inghert-Derungs

ACTION TAKEN BY BOARD OF SELECTMEN

The First Selectman, as authorized by the Board of Selectmen, approved on the 8th day of Sept 2025. It was voted to refund Property Taxes and Interest amounting to \$ 235.53 to VCFS Auto Leasing Co

First Selectman

Other Governing Body

Clerk

Mail To :

CANAAN TAX COLLECTOR
PO BOX 47, 108 MAIN STREET
FALLS VILLAGE, CT 06031-0047



Volvo Car
Financial Services

PO BOX 91300
MOBILE AL 36691-1300

VCFS Auto Leasing Company
Served By Volvo Car Financial Services U.S., LLC
(855) 537-3334

www.volvocarfinancialservices.com

August 06, 2025

CANAAN TAX ASSESSOR
108 MAIN STREET
P.O. BOX 47
FALLS VILLAGE, CT 06031

RE: Property Tax Bill No.: 0051187
Vehicle Description: 2022 VOLVO XC60
VIN: YV4L12RK9N1077118
Termination Date: 04/28/25

To Whom It may Concern:

We have listed and paid property tax on the vehicle listed above, which was terminated on the date shown. We have enclosed documentation for your records.

Please prorate our taxes and send the refund payable to VCFS Auto Leasing Company
Please include the vehicle identification number on the remittance.

If you have any questions, please contact us at the number listed above.

Sincerely,

VCFS AUTO LEASING COMPANY

Enclosure