TOWN OF CANAAN
BOARD OF SELECTMEN, REGULAR MEETING MINUTES
MONDAY, OCTOBER 17, 2022
TOWN HALL, 108 MAIN STREET, FALLS VILLAGE, CT
IN PERSON AND VIA ZOOM

**Attendees**: Selectmen Henry Todd, Dave Barger and Greg Marlowe, and residents of the community.

Meeting was called to order @ 7:19PM by First Selectman Henry Todd.

A moment of silence in recognition, honor and memory of Aurelia Blodgett, Belle Becker and Jane Canfield was held.

**Public Comment** – Several citizens made public comments. To be included in the minutes, a formal written request must be sent to the Selectmen.

**Reports**

Secretary's Report –**Motion was made by Dave Barger to receive the September 12, 2022 and September 19, 2022 minutes, seconded by Greg Marlowe; unanimous.**

Treasurer's Report– **Motion was made by Greg Marlowe to table the Treasurer's Report until the next meeting, seconded by Dave Barger; unanimous**.

Tax Collector's Report - **Motion was made by Dave Barger to receive the Tax Collectors report, seconded by Greg Marlowe; unanimous.**

**Communications:**

- Falls Village Housing Trust request for $30,000 in ARPA funds
- Torrington Area Health District reminder to fill the expiring term.
- Falls Village Community Development Corporation – support for the FVHT ARPA fund request
- Region One budget – email to Henry, not attached.
- Intersection of Route 7 and 126 email update.

**Additions to Agenda**:
**Motion was made by Greg Marlowe to add the following items to the agenda under New Business:**
**H) Approve the contract signing for Cardinal Engineering for $46,500.**
**I) Authorization to hire Pullman & Cooley to represent the Town of Canaan for the Tax Sale of properties with delinquent property taxes.**
**J) IT budget overage**
**K) Appointment of Recording Secretary**
**Seconded by Dave Barger; unanimous.**

**First Selectman's Report** – Presented by Henry Todd.

- **COG** – A broadband coalition has been formed with COG. Town of Canaan will be joining.
- **Cardinal Engineering** – contract approval
- **Tax Incentives** – John Robshaw and Ali Nassari (Route 7 Fuel & Deli) have provided adequate documentation to participate in the tax incentive program. The Falls Village Inn has already been approved by the Board of Selectmen.

- **Region One Budget** – Henry received an email from Sam Herrick stating the cost to the Town of Canaan next year will be $125,000 lower than the current year, if the overall budget remains the same.
- **ARPA funds** – all monies have been received by the Town of Canaan.
- **Reserve Accounts** – Henry will reach out to Chris King (auditors) to seek advice and clarification on how these accounts can be changed to incur increased earnings.
- **TAHD Representative** - Lou Timolat will be appointed for another term as the Town of Canaan Representative for Torrington Area Health District (TAHD).
- **ARPA funds distribution** – The Board of Selectmen approved $13,700 from ARPA funds for the Falls Village Volunteer Fire Department for an OSHA audit and new technology.
- **Town Reports** – Henry requested all commissions and boards begin submitting their annual reports.
- **Audit and Annual Town Report** – is almost complete. Henry hopes to present the final report at the November meeting.
- **IT Budget** – The IT Budget will again run over budget, per Henry. He stated the system was not backing up properly to the Cloud. This has been fixed to ensure information is safe and stored properly.

**Old Business – None**

<u>New Business</u>

- **A motion was made by Dave Barger to grant the tax refunds as outlined by the Tax Collector for a total of $859.89 (see attachment). Seconded by Greg Marlowe; unanimous.**
- **A motion was made by Greg Marlowe to appoint Lou Timolat for an additional term to the Torrington Area Health Department Board. Seconded by Dave Barger; unanimous.**
- **A motion was made by Dave Barger to recommend to the Board of Finance for approval, the inclusion of John Robshaw and Ali Nassari/Route 7 Fuel and Deli, in the Town of Canaan's tax incentive program for this fiscal year (2022-2023) for a three year period, per the terms of the ordinance. Seconded by Greg Marlowe; unanimous.**
- **COG Fiber/Broadband Coalition** – by consensus, approval was given to join the COG Broadband coalition. Henry stated there was no cost and no risk to joining.
- **Reserve Accounts – A motion was made by Dave Barger to table the discussion of changing the Reserve Accounts until Henry has discussed this issue with Town Auditor, Chris King. Seconded by Greg Marlowe; unanimous.**
- **Special Meeting of the Board of Selectmen** – The Special Meeting was scheduled for November 1, 2022 at 11:00am at 108 Main Street. The discussion will be to formalize the ARPA fund requests and any other items to properly come before the Board of Selectmen.
- By consensus, the Selectmen agreed to send letters of appreciation to both Dick Heinz and John Morrissey. Henry will prepare the letters for signatures.
- **A motion was made by Greg Marlowe to approve the contract from Cardinal Engineering for $46,500 for engineering services to complete engineering permits, final design and bidding services for the replacement of the Cobble Road culvert. Seconded by Dave Barger; unanimous.**

- A motion was made by Dave Barger to approve moving forward with the tax sales as noted by the Tax Collector (see attached) and the hiring of Attorneys Pullman & Comley to act as attorneys to represent the Town of Canaan in the tax sale process. Seconded by Greg Marlowe; unanimous.
- **A motion was made by Dave Barger to appoint Denise Cohn as the Recording Secretary for the Board of Selectmen, retroactive and with compensation, to 8/8/2022. Seconded by Greg Marlowe; unanimous.**
- IT Budget – Henry stated the IT budget will be over expended again this year. Once he has more information he will come back to the Board of Selectmen to approve recommendation to the Board of Finance for the additional expense.
- Dave Barger announced the Trunk or Treat would be on October 31, 2022 from 5-7pm and the Tree Lighting will be held on 12/17/2022.

Adjournment: **Motion was made by Greg Marlowe at 7:56pm to adjourn the meeting, seconded by Dave Barger; unanimous.** Meeting was adjourned.

Respectfully submitted by recording Secretary Denise M Cohn

**Attachments:**
Tax Collector Report
Pullman & Comley Contract for Tax Sale Representation
Cardinal Engineering Contract for Cobble Road Culvert
Falls Village Housing Trust request for ARPA Funds
Falls Village Economic Development Corp support for ARPA funding request
Torrington Area Health District request for appointment of Board member
Halloween trunk or Treat Memo
Holiday Tree Lighting Memo
Intersection of Route 7 & 126 email

# COLLECTION INFORMATION AS OF SEPTEMBER 30, 2022
# MEMO FROM TAX COLLECTOR'S OFFICE

| | |
|---|---|
| **2021 Grand List Collection Information** | |
| Beginning Tax Levy | 4,889,589.13 |
| Adjusted Tax Levy (as of month end) | 4,889,589.13 |
| Current Year Collections (as of month end) | 2,959,131.79 |
| Current year collection rate - collected vs. tax levy = | 60.52% |
| | |
| Total collections (as of month end) | 2,999,854.21 |
| | |
| Refunds paid or due | 6,813.89 |
| Total collections less refunds | 2,993,040.32 |
| | |
| **2020 Grand List Collection Information** | |
| Beginning Tax Levy | 4,835,387.12 |
| Adjusted Tax Levy (as of month end) | 4,821,078.50 |
| Current Year Collections (as of month end) | 2,682,839.12 |
| Current year collection rate - collected vs. tax levy = | 55.65% |
| | |
| **Prior Three Years Collection Rates** | |
| 2019 GL Collection rate - year to date collection rate vs. tax l | 53.87% |
| 2018 GL Collection rate - year to date collection rate vs. tax l | 53.84% |
| 2017 GL Collection rate - year to date collection rate vs. tax le | 54.45% |

**2022/2023**
**TOWN OF CANAAN**
**TAX COLLECTOR'S REPORT**
**FOR YEAR TO DATE**

| Grand List Year | Uncollected Taxes July 1, 2022 | Current Levy | Lawful Corrections Additions | Lawful Corrections Deductions | Transfers to Suspense | Adjusted Taxes Collectible | Collections Taxes | Collections Interest | Collections Total | Uncollected Taxes w/o Refunds 30-Sep-22 | Refunds Prior F/Y's Refunds | Refunds Over-payments | Refunds Adjustment Generating | Refunds Credit Transfers Writeoffs | Refunds Paid | Refunds due Month end |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2020 | | 4,889,589.13 | 9,738.38 | 17,042.27 | - | 4,882,285.24 | 2,959,131.79 | 4,249.90 | 2,963,381.69 | 1,925,138.69 | - | - | 1,985.24 | - | 828.34 | 1,156.90 |
| 2019 | 46,958.88 | | - | 460.94 | - | 46,497.94 | 14,336.80 | 2,079.33 | 16,416.13 | 32,161.14 | 4,565.59 | - | - | - | 824.24 | 3,741.35 |
| 2018 | 20,627.31 | | - | - | - | 20,627.31 | 8,775.81 | 2,551.56 | 11,327.37 | 11,851.50 | 2,071.16 | - | - | - | 959.26 | 1,111.90 |
| 2017 | 12,479.77 | | - | - | - | 12,479.77 | 5,687.12 | 1,507.66 | 7,194.78 | 6,792.65 | 148.29 | - | - | - | - | 148.29 |
| 2016 | 7,748.42 | | - | - | - | 7,748.42 | 1,427.20 | 107.04 | 1,534.24 | 6,321.22 | - | - | - | - | - | - |
| 2015 | 5,034.54 | | - | - | - | 5,034.54 | - | - | - | 5,034.54 | - | - | - | - | - | - |
| 2014 | 4,539.75 | | - | - | - | 4,539.75 | - | - | - | 4,539.75 | - | - | - | - | - | - |
| 2013 | 3,606.08 | | - | - | - | 3,606.08 | - | - | - | 3,606.08 | - | - | - | - | - | - |
| 2012 | 2,941.18 | | - | - | - | 2,941.18 | - | - | - | 2,941.18 | - | - | - | - | - | - |
| 2011 | 2,062.68 | | - | - | - | 2,062.68 | - | - | - | 2,062.68 | - | - | - | - | - | - |
| 2010 | 2,171.35 | | - | - | - | 2,171.35 | - | - | - | 2,171.35 | - | - | - | - | - | - |
| 2009 | 2,171.35 | | - | - | - | 2,171.35 | - | - | - | 2,171.35 | - | - | - | - | - | - |
| 2008 | 1,318.39 | | - | - | - | 1,318.39 | - | - | - | 1,318.39 | - | - | - | - | - | - |
| 2007 | - | | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 2006 | - | | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total | 111,659.70 | 4,889,589.13 | 9,738.38 | 17,503.21 | - | 4,993,484.00 | 2,989,358.72 | 10,495.49 | 2,999,854.21 | 2,006,110.52 | 6,785.04 | - | 1,985.24 | - | 2,611.84 | 6,158.44 |
| COLLECTION FEES | | | | | | | | - | - | | | | | | | |
| TRANSFER STATION | | | | | | | | 27,637.28 | 27,637.28 | | | | | | | |
| DMV FEES | | | | | | | | 120.40 | 120.40 | | | | | | | |
| LIEN FEES | | | - | - | | | - | 168.00 | 168.00 | | | - | - | - | - | - |
| | | | | | | | 2,989,358.72 | 27,925.68 | 3,027,779.89 | | | | | | | |
| | | | | | | | | | | | | | | | 2,611.84 | 6,158.44 |

## POSTED REFUND TRANSATIONS

OFFICE OF TAX COLLECTOR CANAAN TAX COLLECTOR TYPE: TOWN CASH: TOWN DATE: 10/12/2022 TIME: 09:43:50 PAGE: 1
TOTAL ONLY : NO BATCH# 0 TERM# 7 PAYDATE : 09/07/2022 TO 10/12/2022 CYCLE : 00 - ALL PAY TYPE : ALL TAX/DEF : Tax and Deferred TYPE : 00 ALL BILLS

| BILL # | S | TAXPAYER | TYPE | TOWN | INTEREST | LIEN | FEES | B-INT | TOTAL | DATE-PAID | TP | OVR | TER# | BATCH# | SEQ# | # | CLK | BK | AL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2021-3-0050002 | | ACAR LEASING LTD | | -236.57 | 0.00 | 0.00 | 0.00 | 0.00 | -236.57 | 09/07/2022 | R | | 7 | 2101 | 1 | #T | | | |
| 09/07/2022 | | | | -236.57 | 0.00 | 0.00 | 0.00 | 0.00 | -236.57 | ADJ = | | | | 0.00 | | | | 09/12/2022 | |
| 2021-3-0050491 | | HYUNDAI LEASE TITLI | | -591.77 | 0.00 | 0.00 | 0.00 | 0.00 | -591.77 | 09/12/2022 | R | | 7 | 2102 | 1 | #T | | | |
| 09/12/2022 | | | | -591.77 | 0.00 | 0.00 | 0.00 | 0.00 | -591.77 | ADJ = | | | | 0.00 | | | | 10/12/2022 | |
| 2019-3-0050307 | | DUPLESSIS DORA E | | -6.35 | 0.00 | 0.00 | 0.00 | 0.00 | -6.35 | 10/12/2022 | R | | 7 | 2103 | 1 | #T | | | |
| 2020-1-0000322 | | JONES FELICIA BRODZ | | -24.20 | 0.00 | 0.00 | 0.00 | 0.00 | -24.20 | 10/12/2022 | R | | 7 | 2103 | 2 | #T | | | |
| 10/12/2022 | | | | -30.55 | 0.00 | 0.00 | 0.00 | 0.00 | -30.55 | ADJ = | | | | 0.00 | | | | 10/12/2022 | |

Refund of Excess Payments due to taxpayer overpayment or Assessor adjustments.

| | | |
|---|---|---|
| TOTAL OVERPAYMENTS | -859.89 | -859.89 |

10/17/22
Refunds BOS

BOS Meeting: October 17, 2022

Board of Selectman

We will be starting a tax sale for the attached properties if they are not paid. These properties include vacant lots and SF homes which will likely be sold, however there is always the possibility that there are no bids.
I am looking for the Board of Selectman's approval to proceed with the tax sale with the understanding that any property that does not sell at the tax sale, the Town will be liable for the Attorney fees, but will have the option to take ownership of property.

1.. Steep Road Lot - We have a party who has confirmed interest in purchase
2. Route 126 Lot - There is at lease one abutter that has an interest in purchasing
3. 97 RT 7 South Lot - this is currently a vacant lot but the neighboring lot with SF house is also in this sale - possible to sell these as one property in the sale
4. 273 Rt 7 South - SF house in poor condition
5. Belden Street Lot - no known interest at this time

**FIXED ATTORNEY'S FEE SCHEDULE FOR REPRESENTATION IN PROPERTY AUCTION MATTERS, PER PROPERTY SLATED**

| Service Performed Per Property | Cumulative fee for accounts under $5,000 | Cumulative fee for accounts $5,000-$30,000 | Cumulative fee for accounts $30,001-$75,000 | Cumulative fee for accounts over $75,000 |
|---|---|---|---|---|
| file open and/or demand letter, process payoff | $250.00 | $550.00 | $750.00 | $950.00 |
| slate auction and draft first levy notices | $750.00 | $950.00 | $1,150.00 | $1,350.00 |
| analyze title report and issue first levy notices | $950.00 | $1,650.00 | $2,650.00 | $3,650.00 |
| issue second levy notices | $1,150.00 | $1,850.00 | $2,850.00 | $3,850.00 |
| issue third levy notices | $1,350.00 | $2,150.00 | $3,150.00 | $4,150.00 |
| prepare auction paperwork | $1,550.00 | $2,550.00 | $3,550.00 | $4,550.00 |
| travel to auction and on-site preparation | $1,950.00 | $2,950.00 | $3,950.00 | $4,950.00 |
| conduct auction and prepare post-sale notices, paperwork, and affidavit | $2,950.00 | $3,950.00 | $4,950.00 | $5,950.00 |
| process post-auction redemption or deposit court overbid and issue claim notice | $3,550.00 | $4,550.00 | $5,550.00 | $6,550.00 |

(All above include routine auction-related communications with client, debtors, lienors, and the public. Each figure includes the fee for all services listed above it; they are not added together.)

| | |
|---|---|
| process partial payments and administer payment plans | above plus normal hourly rates |
| postpone/reschedule auctions, process bidder reneges | above plus normal hourly rates |
| post on-site property auction sign | above plus $400.00 |
| bankruptcy, probate, or other court/administrative litigation (appearance requires client preapproval) | above plus normal hourly rates and/or bankruptcy contingency |
| all costs and expenses (postage, photocopies, newspaper advertising, skip trace, mileage, etc.) | above plus actual reimbursal (no markup) |

PULLMAN
&COMLEY

**Adam J. Cohen**
850 Main Street
P.O. Box 7006
Bridgeport, CT 06601-7006
p 203 330 2230
f 203 576 8888
ajcohen@pullcom.com
www.pullcom.com

August 22, 2022

Rebecca Juchert-Derungs ,Tax Collector
Town of Canaan
108 Main Street
Falls Village, CT 06031

**Re: Town of Canaan**

Dear Ms. Juchert-Derungs:

You have asked my firm to represent the Town of Canaan ("you") in connection with revenue collections. This engagement commences when my firm receives your confirmation of this agreement's terms.

*Client and Scope of Representation.* The Town is our client, and no other person or entity. You have asked us to provide you with advice and assistance relating to the collection of delinquent tax, utility, and similar accounts. These collection efforts are expected to primarily include demand letters and property auctions conducted under C.G.S. §§ 12-155 and 12-157, but may also include litigation, bank levies, bankruptcy claims, or other mechanisms as you deem appropriate in consultation with me. You will retain full discretion over which accounts you choose to refer to me for collection. For those accounts, you and the tax collector authorize us to prepare, sign, and serve demands, warrants, notices, bank account inquiries, and similar documents on the revenue collector's behalf and to endorse and process the payments we receive for you. To avoid duplication, you agree not to refer to me any accounts which will simultaneously remain in or be referred for collection with any other third party.

*Additional Undertakings.* If you ask the firm to perform any additional work beyond this engagement, the firm will perform that work upon the same terms as stated in this agreement, unless we have obtained a new engagement agreement from you. Unless specified in this engagement, the firm is not agreeing to provide services for defending any lawsuit brought against you, arbitrations, appeals, bankruptcies, or post-judgment proceedings.

*Fees and Expenses.* Our fees will be based on the hourly billing rate for each attorney and legal assistant who may work on your matter, except that, in lieu of hourly rates and tracking, our fees related to the tax sale procedure for each property will be fixed by aspect of service according to the standard schedule attached to this letter. We may reduce those fixed fee amounts where we, in our sole discretion, deem it necessary in order to keep the fees reasonable within applicable ethical rules, but we will not exceed those fee amounts without your advance written approval. Our hourly billing rates for attorneys currently range from $210 per hour for

associates to $675 per hour for senior partners. My hourly rate currently is $450. The hourly rate we charge for paralegal assistance currently ranges from $125 to $280 per hour. These hourly rates are subject to adjustment on an annual basis to reflect changes in the levels of experience of our attorneys and legal assistants and economic factors affecting the firm.

*Recovery of Attorney's Fees and Expenses.* By statute, reasonable attorney's fees and collection expenses are chargeable to the delinquent property and its owner. Thus, in most cases, the money recovered offsets these costs completely, so there is no need for us to bill you directly for our services related to municipal revenue collections. We therefore will not issue you bills for these collection services except in the following situations: (1) you ask my firm to represent you in litigation; (2) you decide to acquire delinquent property yourself as the purchaser or otherwise; (3) you decline to follow our advice, halt an ongoing procedure, provide us with inaccurate or incomplete information, make an error hindering enforceability, or otherwise frustrate collection of our fees or expenses; or (4) you instruct us to continue pursuing an account after we advise you in writing that full recovery is unlikely. In those cases, and for legal services other than revenue collections, you will be responsible for the fees and costs as stated in the following paragraphs.

*Bankruptcy Proceedings.* If you ask my firm to represent you in bankruptcy proceedings, our legal fee will be the sum of: (1) all prepetition and nonbankruptcy attorney's fees and expenses described elsewhere in this agreement; (2) our regular hourly fees for any legal briefing, court hearings, or other contested litigation; (3) any out-of-pocket post-petition expenses; and (4) 20% of all amounts actually recovered but no less than $3,500. We will include these amounts in the proof of claim or other court application (which we cannot guarantee the court will approve) and deduct them from any recoveries before forwarding the difference to you. In the event of dismissal of the bankruptcy case or default in the plan or settlement, our fees will revert from that point forward to an hourly calculation collectable from the debtor, fixed rate by tax sale, or as otherwise provided by state law and this agreement.

*Client Responsibilities.* You agree to pay our invoices as provided below except as otherwise provided above. You must also cooperate with us and provide complete and detailed information when requested. You agree to keep us informed of any changes in your contact information. You agree that all necessary approvals for this engagement as may be required by any municipal charter, ordinance, or other regulation have been obtained, and that funding for our services has been allocated under the municipal budget.

We will include in our billings expenses we incur on your matter. Examples of expenses include photocopying, delivery service, computerized research, authorized travel, long distance phone calls, faxes, marshal fees, search and filing fees. Our representation of you may involve the assistance of outside consultants, experts or service providers such as court reporters. These type of expenses must be paid directly by you. If you are unwilling or unable to make satisfactory arrangements to pay the additional costs of such services, we may not be able to retain such services, even if your matter would benefit therefrom.

*Billing.* Except as provided in the "*Recovery of Attorney's Fees and Expenses*" paragraph above, the firm will send you monthly invoices for its services. The firm will charge interest at the rate of 1% per month (12% per annum) on any bills that remain unpaid for more than 60 days. After 60 days, we reserve the right to cease performing services for you, and to seek to withdraw our representation in any court proceeding, until satisfactory payment arrangements have been made.

*No Conditions Upon Firm's Charges.* It is expressly understood that your obligations to pay the firm's billings is not contingent upon: (a) the ultimate resolution of your matter; (b) the amount of money that is in dispute; or (c) the amount of any recovery you receive.

*Opinions and Beliefs.* By entering into this agreement, you acknowledge that the firm has made no promises or guarantees concerning the outcome of your matter. The outcome of any legal matter, especially negotiations or litigation, can be subject to numerous tangible and intangible factors, rendering predictions impossible. During the course of our representation, we may offer you advice and recommendations. Any statements we make, however, must be considered an expression of opinion only, based upon information available, and should not be construed as a promise or guarantee.

*Conflicts.* As you might expect, our firm represents clients throughout the State of Connecticut, including municipalities, boards of education, companies, individuals, financial institutions, governmental and quasi-governmental entities and associations that may have interactions with you in civil or criminal matters, not directly related to this representation. Our representation of other clients may include such things as representing a municipal government; representing the board of education; appearances before municipal boards and commissions, pursuing land use applications, and appeals from agency decisions; property valuation appeals; tax refund requests; representing purchasers of municipal obligations; foreclosures of mortgages and liens; and representation of parties in bankruptcy. You agree that we may represent other clients who may be adverse to you, including the debtor or creditor in the same or another bankruptcy or foreclosure matter or other parties in noncollection matters, provided such matters are not substantially related to the matter that we have been engaged to handle for you, and so long as we believe our responsibilities to you would not be materially limited due to such other representation.

*State of Connecticut.* From time to time, our firm represents the State of Connecticut or some of its agencies on totally unrelated matters. We have determined that any such unrelated matter would not in any way materially limit our representation of you in this matter. If you wish to discuss this further, please feel free to contact me.

*Municipal Funds.* If we come into possession of municipal funds that we hold for your benefit, you agree in accordance with C.G.S. § 7-402(b) that the firm may designate Bank of America (where we maintain our Trustee Accounts) as the temporary deposit location for the public funds. You further agree that if the funds are to be held by the firm for less than ninety (90) days, they may be placed in an IOLTA Account, where any interest that accrues does so for

the benefit of the indigent. As you know, proceeds from tax sales and other collection proceedings may be subject to certain statutory timelines requiring them to be held by our office for several months. You therefore authorize the Firm to hold all funds in trust, whether arising from debt recoveries, auction overbids, reimbursal of our fees and costs, or otherwise, for so long as may be appropriate to properly administer and complete the relevant transactions. Where a statute requires proceeds to be placed in an interest-bearing account, the Firm will follow that statutory requirement.

*Electronic Communications and Confidentiality.* We may communicate with you by letter, facsimile, mobile telephone, e-mail or text. If you object to our using any particular type of electronic communication, please let us know immediately and we will utilize our best efforts to honor your request.

*Preservation Obligations:* You should immediately take steps to preserve any information or documentation, whether in electronic or hard-copy form, that may relate to any litigation concerning the matter or matters for which we will be retained. This includes preventing the deletion of electronic files and communications, such as e-mails, draft work products, correspondence, audio files, video files, calendars and memos – all of which must be preserved in their native formats - including such information contained on electronic devices. Please contact me if you have any doubt or concern about whether or how to retain documents and other information.

By entering into this engagement, you recognize that the traditional rules of confidentiality of communications between a client and its lawyer may be impacted by the provisions of the Freedom of Information Act ("FOIA"). You may for example receive FOIA requests for such things as our communications with you or our billings. Accordingly, our billing time entries may be more circumspect than we might otherwise prepare for a non-governmental client to avoid the disclosure of confidential communications or advice in a billing entry. Further, we suggest you separate our privileged communications to you from records that are otherwise made available for public inspection. If you receive a FOIA request to view our communications, we would be happy to consult with you about the propriety of any disclosures of our communications, but depending upon the circumstances of our retention, the town/district attorney and/or its chief executive officer may have to be consulted as well.

*Electronic Technology.* The firm uses various technologies, including e-mail and third party cloud-based services, to store documents, e-mails, video, and other data, and to exchange the same with our clients and others. We communicate with our clients by e-mail, facsimile, (mobile) telephone, video, or text. We may also obtain your execution of documents by a variety of remote video conference options. Some of the hosting technologies for these methods of communication reserve the right under limited circumstances to review the content of the communications on their systems. Both the terms of their conditions of use and the general acceptance of these methods of communications by the legal profession lead us to conclude that the risk of disclosure of your confidential communications with us by using these technologies is

minimal, but you should be aware of such risk. Further, it is the firm's policy to recommend email rather than text messages to preserve the attorney-client privilege in communications with clients. You acknowledge the risk of unsecure communications through text messaging. By engaging our firm, you consent to our using these technologies to represent you.

*Records Retention.* We will retain our records for ten (10) years after the conclusion of this matter. We do not concede that our firm's records could be deemed "public records" under FOIA. If you desire a longer retention period, then please notify us in writing.

*Termination of Engagement.* Either you or the firm may terminate our representation of you at any time, by written notice, subject on our part to the Connecticut Rules of Professional Conduct. If you terminate our services, you agree to promptly pay all outstanding fees and expenses. You also agree to pay our fees until such time as any required Motion to Withdraw is granted. The firm reserves the right to terminate your engagement of us if you do not honor this engagement letter, including not paying your bills.

*Choice of Law, Venue and Fee Dispute Resolution.* The engagement of the firm for this or any subsequent matter shall be governed by the laws of Connecticut. Should there be any dispute about the firm's representation, the exclusive venue for the resolution of any such controversy shall be a court of competent jurisdiction within Connecticut. Notwithstanding the foregoing, should any dispute arise over the firm's fees or expenses, or any guaranty thereof, then such dispute shall be resolved by binding arbitration in accordance with the Fee Dispute Resolution Program of the Connecticut Bar Association, found at **www.ctbar.org**. If this is a commercial matter, you and any guarantor acknowledge the firm shall be entitled to recover its reasonable attorneys' fees and expenses to collect its invoices, whether through court or arbitration proceedings.

This letter agreement contains the entire agreement between you and Pullman & Comley, LLC regarding the requested representation and the fees, charges and expenses to be paid. If you agree with the terms of this letter, then please return a signed copy of this letter by mail, or by e-mail with a PDF attachment to my attention at ajc@pullcom.com. If you have any questions or comments about anything described in this letter, please do not hesitate to call me. On behalf of Pullman & Comley, LLC, I look forward to assisting you.

Sincerely,

Adam J. Cohen

## CONSENT TO REPRESENTATION ON STATED TERMS

The undersigned hereby approves and consents to each of the terms and conditions stated above.

**The Town of Canaan**

By: _____

Its: FIRST SELECTMAN

Date 9/19/2022

## FIXED ATTORNEY'S FEE SCHEDULE FOR REPRESENTATION IN PROPERTY AUCTION MATTERS, PER PROPERTY SLATED

| Service Performed Per Property | Cumulative fee for accounts under $5,000 | Cumulative fee for accounts $5,000-$30,000 | Cumulative fee for accounts $30,001-$75,000 | Cumulative fee for accounts over $75,000 |
|---|---|---|---|---|
| file open and/or demand letter, process payoff | $250.00 | $550.00 | $750.00 | $950.00 |
| slate auction and draft first levy notices | $750.00 | $950.00 | $1,150.00 | $1,350.00 |
| analyze title report and issue first levy notices | $950.00 | $1,650.00 | $2,650.00 | $3,650.00 |
| issue second levy notices | $1,150.00 | $1,850.00 | $2,850.00 | $3,850.00 |
| issue third levy notices | $1,350.00 | $2,150.00 | $3,150.00 | $4,150.00 |
| prepare auction paperwork | $1,550.00 | $2,550.00 | $3,550.00 | $4,550.00 |
| travel to auction and on-site preparation | $1,950.00 | $2,950.00 | $3,950.00 | $4,950.00 |
| conduct auction and prepare post-sale notices, paperwork, and affidavit | $2,950.00 | $3,950.00 | $4,950.00 | $5,950.00 |
| process post-auction redemption or deposit court overbid and issue claim notice | $3,550.00 | $4,550.00 | $5,550.00 | $6,550.00 |

(All above include routine auction-related communications with client, debtors, lienors, and the public. Each figure includes the fee for all services listed above it; they are not added together.)

| | |
|---|---|
| process partial payments and administer payment plans | above plus normal hourly rates |
| postpone/reschedule auctions, process bidder reneges | above plus normal hourly rates |
| post on-site property auction sign | above plus $400.00 |
| bankruptcy, probate, or other court/administrative litigation (appearance requires client preapproval) | above plus normal hourly rates and/or bankruptcy contingency |
| all costs and expenses (postage, photocopies, newspaper advertising, skip trace, mileage, etc.) | above plus actual reimbursal (no markup) |

CARDINAL
ENGINEERING ASSOCIATES

60 YEARS STRONG 1962-2022

180 Research Prkwy. | Meriden, CT 06451 | 457 Bantam Rd. | Litchfield, CT 06759 | cardinal-engineering.com | T 203.238.1969 | F 203.630.2056

Mr. Henry W. Todd
First Selectman
Town of Canaan
108 Main Street
P.O. Box 47
Falls Village, Connecticut 06031

September 19, 2022

Re: Cobble Road over Wangum Lake Brook
Culvert No. 021007

Dear Mr. Todd:

Cardinal Engineering Associates is pleased to submit our proposal to provide engineering services to complete Engineering Permits (local, ACOE, and DEEP) along with Final Design and Bidding Services for the replacement of the Cobble Road Culvert, Culvert # 021007.

## SCOPE OF SERVICES

### PHASE 1 ENVIRONMENTAL PERMITTING

An Environmental Review Request form and supporting documents will be submitted to CTDOT. Also, the State Historic Preservation Office (SHPO) and the two Tribal Historic Preservation Offices in Connecticut (THPO) will be contacted. A consultation request with DEEP Fisheries to determine fish passage requirements will be performed and a DEEP Natural Diversity (NDDB) review will be requested. The NDDB request will identify if there are Connecticut listed species of special concern within the project area. The following regulatory approvals will be required:

#### A. Local Inland Wetland Permit

Cardinal Engineering previously retained the services of a certified soil scientist / biologist to delineate State and Federal wetland boundaries which are described in their wetlands delineation report dated August 12, 2021.

Cardinal Engineering Associates will prepare the Town of Canaan's wetland application permit and provide one set of plans for the Town of Canaan to submit the application to the Inland Wetland Commission. Cardinal will attend one IWC meeting. Any concerns brought up by the Commission will be addressed and incorporated into the design as necessary.

#### B. U.S. ACOE 404 Permit Application

It is assumed that this project will be eligible for Army Corps of Engineers General Permit for CT - PCN, (Preconstruction Notification Permit), with written approval through a formal cooperative CTDOT-ACOE-CT DEEP intra-agency screening process. As part of this process, Cardinal will prepare a Power Point presentation summarizing the project and attend a pre-application meeting with CT DOT, CT DEEP, and the Army Corps. Cardinal will submit the Army Corps application

for the project following the meeting. As part of this application, Cardinal will include the Army Corps Data Forms and Highway forms to be prepared by the certified soil scientist. This item is shown as a direct cost item.

### C. CTDEEP 401 Water Quality Certificate

In conjunction with Item B above Cardinal Engineering will coordinate the proposed design with CTDEEP and prepare an application for a CTDEEP 401 Water Quality Certificate. Since the ACOE 404 Permit is a PCN permit, the 401 Certificate will also be a PCN.

## PHASE 2 FINAL DESIGN

After approval of the Preliminary Design Submittal, Cardinal Engineering will begin the Final Design. The two copies of the final plans, specifications and cost estimates will be provided for review by the Town.

### A. Public Information Meeting

Cardinal Engineering will prepare visual aids and will make a presentation of the project at one Public Information Meeting which will address the proposed construction of Cobble Road culvert replacement. At the meeting, details of the proposed improvements and the expected project schedule will be described. Any comments or suggestions from the public will be evaluated and considered throughout the completion of all design phases.

### B. ROADWAY

The final design phase of the roadway design will include incorporation of any review comments and further development of the plans, specifications and details. The coordinated geometry for the horizontal layout will be calculated. The design of the guide railing, erosion control devices, pavement structure, and signing will be completed. Cross sections along the proposed roadway at 25-foot intervals and at critical locations will be developed. Final construction cost and quantity estimates for the project will be developed. It is assumed that the roadway geometry is adequate.

### C. STRUCTURE

The final design phase of the structure design will proceed upon approval of the preliminary design plans. Formal design submissions will include the following.

1. Completion of the design of major structural components.
2. Coordination with the highway design in finalizing roadway vertical geometry, drainage requirements and right-of-way impacts to adjacent properties.

### D. WATER HANDLING

Cardinal will provide information in the plans and specifications including construction staging plans showing the proposed use of water handling devices, such as cofferdams, in the project area which will be necessary for the construction of the proposed improvements.

### E. MAINTENANCE AND PROTECTION OF TRAFFIC

A maintenance and protection of traffic plan will be developed for the bridge replacement. This plan will be based on staged construction to maintain one-way alternating traffic during construction. We are also assuming alternating traffic will be controlled by a temporary traffic signal. The plan will include a layout plan and all the required barricades and signage in accordance with the MUTCD.

### F. UTILITIES COORDINATION / DESIGN

Project information will be distributed to all utility companies affected by the proposed activities, if applicable. A meeting with the utility companies will be held at the beginning of the Final Design to ensure that all existing utilities within the project area and any utility relocations required as a result of the proposed improvements have been identified. A report of meeting will be prepared. Utility test pits, if required, and the design of temporary utility support or utility relocations shall be provided by the utility companies. The utility relocation plans and specifications, prepared by the respective utility company, will be reviewed and inserted into the final construction plans for informational purposes.

### G. MEETINGS

Attend two (2) meetings with town staff during design.

## PHASE 3 FINAL DESIGN SUBMISSION

Cardinal Engineering will prepare bid documents for the project that will include:

Information to Bidders, Forms, Bid Proposal Forms, General Conditions and Technical Specifications. The technical specifications will consist of the CTDOT Standard Form 818 and required Special Provisions. Two copies of final plans and bid documents will be provided to the Town at the completion of the Final Design.

Incorporate all review comments and submit two copies of the Final Design Submittal (Plans, Contract Document, Specifications, and Estimate) to the Town. An electronic copy will be provided to a printing company for contractors to directly purchase the Contract Documents.

Cardinal will assist the Town in preparing the supplemental funding application and will prepare the final design package (final plans, final cost estimate, specifications, bid documents, hydraulic analyses and reports) and submit one copy to CTDOT along with a supplemental funding application including municipal certifications.

## PHASE 4 EASEMENT MAPS

Easement maps will be prepared if required for the project. Effort to include:

1. Prepare Schedule of Property Owners and title plan mylar
2. After discussing preliminary design review comments, prepare Class D right of way mapping for takings, transfers, easements and rights as may be required for the prosed construction.

3. It is assumed that the DOT ROW section will not be involved in this project and that the town will acquire any property rights, takings, or easements that are required including appraisals, negotiations and legal services.

## PHASE 5 ADDITIONAL SERVICES

If authorized in writing by the Town, the Engineer shall furnish additional services of the following types which are not to be considered part of the basic services and for which compensation will be paid as set forth under Compensation:

1. Design revisions due to significant changes in the general scope of the project including, but not limited to, changes in size, complexity, or completion schedule.
2. Utility Test Pits, including test pit stakeout, observation and survey, if required
3. Design of utility relocations, if required.
4. Attendance at meetings in addition to the meetings listed above.
5. Environmental impact statements, environmental surveys and/or studies or the design or specification of measures to mitigate environmental impacts.
6. Preparation of ACOE individual permit, if required.
7. Design of a precast box culvert in lieu of a CMP Arch and load rating, if required.
8. Additional soil borings or rock cores.
9. Perform any other engineering services the Town may request and agreed to by the Engineer.

## PHASE 6 BIDDING AND AWARD SERVICES

Provide the Town with assistance throughout the bidding period, including answering contractor questions and issuing any required addenda. Cardinal will attend the pre-bid meeting, the bid opening, review and tabulate all bids received, review contractor qualifications, and make a recommendation of the lowest qualified bidder to the Town.

## COMPENSATION

The following is a breakdown of the fee estimate:

| | | |
|---|---|---|
| **PHASE 1** | **ENVIRONMENTAL PERMITTING** | |
| | For all services under this Section, the Lump Sum Fee of | $12,000.00 |
| **PHASE 2** | **FINAL DESIGN** | |
| | For all services under this Section, the Lump Sum Fee of | $20,000.00 |
| **PHASE 3** | **FINAL DESIGN SUBMISSION** | |
| | For all services under this Section, the Lump Sum Fee of | $ 8,000.00 |
| **PHASE 4** | **EASEMENTS** | |
| | $1,500 Per Easement Map | $ 3,000.00 |
| **PHASE 5** | **ADDITIONAL SERVICES** | |
| | Payment for additional services, when required, will be based on actual payroll cost times 3.00 and/or actual invoice cost plus 10 % for outside services. | |
| **PHASE 6** | **BIDDING AND AWARD SERVICES** | $3,500.00 |
| **TOTAL DESIGN FEE:** | | **$46,500.00** |

**DIRECT COST ITEMS* (ESTIMATES)**

- Printing $1,000.00
- Soil Scientist Army Corps Forms $750.00

*** Direct cost items will be invoiced at actual invoice cost plus 10 %.**

**ASSUMPTIONS:**

1. Culvert will be replaced with a Twin CMP arch culvert.
2. Scour analysis is not required.
3. Replacement culvert is eligible for an PCN ACOE permit.
4. It is assumed that no additional environmental investigations such as biological or archaeological investigations will be required.
5. Roadway improvements are limited to those improvements necessary for replacement of the culvert.

**SUBMITTED BY: CARDINAL ENGINEERING ASSOCIATES, INC**

**By:** _____ **Date:** 9/21/22

**APPROVED: TOWN OF CANAAN**

**By:** _____ **Date:** _____

To: the Canaan (Falls Village) Board of Selectmen
From: J.R. Hanna, President, Falls Village Housing Trust, Inc
Date: 10/10/2022
Re: ARPA Funding for Housing

Dear Henry, Dave, and Greg:

Some time ago, I wrote requesting your consideration of allocating $5000 of the Town's ARPA funds for housing in Falls Village. Specifically, our Board was asking for capacity-building funds at that time.

Currently, however, we are exploring an opportunity for renovating a Falls Village property that would allow five rental units to be upgraded.

Therefore, we are revising our request upward to $30,000 to allow the process of inspection, building environmental review, soil evaluation, option deposit, title review, etc, to go forward unimpeded.

It is alarming that the State of Connecticut's towns have invested a mere 1% of their ARPA funds to housing.

Please consider how we can do better for our Town of Canaan/Falls Village in supporting affordable housing here.

Thank you for your careful consideration of this request.

Sincerely,
Jandi Hanna

FALLS VILLAGE
COMMUNITY DEVELOPMENT CORP

October 17, 2022

Henry W. Todd
First Selectman
Town of Canaan (Falls Village)
PO Box 47
108 Main Street
Falls Village, CT 06031

Dear Board of Selectmen:

The Falls Village Community Development Corporation would like to strongly support the allocation of $30,000 in ARPA funding to the Falls Village Housing Trust, Inc.

We recognize that there are many worthwhile organizations and projects, many of which we support wholeheartedly.

However, we believe that Falls Village needs to make a strong and unequivocal statement of support, and investment, to our home-grown community volunteer housing organization.

The Falls Village Housing Trust is currently investigating an existing multi-family property in town that is home to 5 households. The Trust would be prepared to purchase, repair, manage and maintain this property for the current and future tenants.

The preservation of existing affordable rental homes is equally as important as developing new housing opportunities in our town that desperately needs more affordable housing.

The Town of Canaan (Falls Village) has this timely and rare opportunity to make an investment that would help establish the 1st deeded affordable housing in our town. This is ARPA funding as it was intended: to invest in projects that strengthen the future of the community.

Thank you for your consideration of this important critical need for our community.

Sincerely,

John W. Sutter
President
Falls Village Community Development Corp

CC: David Barger, Selectman
Greg Marlowe, Selectman

# TORRINGTON AREA HEALTH DISTRICT

350 Main Street ♦ Suite A ♦ Torrington, Connecticut 06790
Phone (860) 489-0436 ♦ Fax (860) 496-8243 ♦ E-mail info@tahd.org ♦ Web www.tahd.org
*"Promoting Health & Preventing Disease Since 1967"*


October 6, 2022

Mr. Henry Todd
Town of Canaan
108 Main St.
PO Box 47
Falls Village, CT 06031-0047

Dear Mr. Todd:

According to our records, Mr. Louis Timolat's term on the Board of Health has expired. Please send us written notification of his re-appointment or name a new appointment. According to the State of Connecticut's Public Health Statute, the term of the appointment is for a three-year period.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Diane Fox
Administrative Secretary

## Halloween

1 message

**recreation Recreation** <recreation@canaanfallsvillage.org> Wed, Oct 5, 2022 at 11:25
To: Selectmen Selectmen <selectmen@canaanfallsvillage.org>, david barger <davidbarger77@gmail.com>, gregm@bondedconcrete.com
Cc: dan@berkshireagventures.org

Good morning,

Last Halloween, The Falls Village Recreation Commission invited residents, families, local businesses and organizations to participate in "Trunk or Treat Main Street". This community event provided Falls Village families with a central, safe, and fun place to trick-or-treat on Halloween night. The event proved to be very successful, as many residents took part by distributing goodie bags or treats from the decorated trunk of a vehicle along Main Street. Due to the success of the event, it will be making a return this Halloween with a few changes!

This year, we are asking a few Falls Village individuals to help us by becoming a judge for the displays. The judges will have a master list of displays located around Main Street Falls Village and walk around to view them all. Then the top 3 winners will receive an award metal, presented by the panel of judges.

**The event details are as follows:**
Location: Start at the Town Hall
Main Street Falls Village up to D.M. Hunt Library parking lot. (Prospect Street and Railroad Street as well.)
Oct 31, 2022 5-7PM *(awards to be given out at 6-6:30)*

*More information can be found on our webpage:* Recreation Commission | Canaan / Falls Village, CT (canaanfallsvillage.org)

**The Falls Village Recreation Commission would like to invite you to become a part of this event by being on our panel of judges!**
Kindly reply to this email, so that we can be sure that we have enough help for this event.

Thank you for considering,

–
Emily E. Peterson, Recreation Director
Town of Canaan / Falls Village

Recreation Commission | Canaan / Falls Village, CT (canaanfallsvillage.org)

## Annual Tree Lighting and Holiday Celebration

1 message

**recreation Recreation** <recreation@canaanfallsvillage.org> Fri, Oct 14, 2022 at 12:45
To: Selectmen Selectmen <selectmen@canaanfallsvillage.org>, david barger <davidbarger77@gmail.com>, gregm@bondedconcrete.com

Good afternoon,

The Recreation Commission would like to have the Annual Tree Lighting and Holiday Celebration in town to be held on December 17th. The event will be similar to last year, in coordination with other businesses and organizations such as the Library and the Children's Theatre.

Please let me know if you have any questions and need any additional information for this event for your approval.

Thanks,

--

Emily E. Peterson, Recreation Director
Town of Canaan / Falls Village

Recreation Commission | Canaan / Falls Village, CT (canaanfallsvillage.org)

# Route 7 and 126 Intersection - Town of Canaan

2 messages

**Kathryn Faraci** <kfaraci@northwesthillscog.org> Thu, Oct 6, 2022 at 10:26
To: Henry Todd - Canaan (Falls Village) <selectmen@canaanfallsvillage.org>
Cc: david barger <davidbarger77@gmail.com>, Robert Phillips <rphillips@northwesthillscog.org>, Emily Hultquist <ehultquist@northwesthillscog.org>

Good Morning Selectman Todd,

As a follow up to our conversation regarding the subject intersection, we received the following response from CTDOT :

"The Department of Transportation's Division of Traffic Engineering (Department) has received your email requesting an update for the traffic study requested by Selectman David Barger at the intersection of Route 7 at Route 126 (Main Street) in the Town of Canaan submitted to the Department's Project Design Unit. **The Department is currently in the data collection phase of this study based on Selectman Barger's request**." Also, "The Division of Traffic Engineering will be in contact with First Selectman Todd to confirm that the Department should continue to advance this study. Please note that a study of this nature can take several months to complete, requiring the collection and processing of traffic data, analytical traffic computations, crash analysis, etc."

If we can be of further assistance, please let us know.

Thank you,

Kasey


Kathryn A. Faraci

Senior Regional Planner

Northwest Hills Council of Governments

Phone:860-491-9884 x102

Email: kfaraci@northwestshillscog.org

59 Torrington Road
Goshen, CT 06756

www.northwesthillscog.org


**david barger** <davidbarger77@gmail.com> Thu, Oct 6, 2022 at 15:50
To: Kathryn Faraci <kfaraci@northwesthillscog.org>
Cc: Henry Todd - Canaan (Falls Village) <selectmen@canaanfallsvillage.org>, Robert Phillips <rphillips@northwesthillscog.org>, Emily Hultquist <ehultquist@northwesthillscog.org>

Thank you for the update Kasey.