

AGENDA
REGULAR MEETING OF THE LITCHFIELD BOARD OF SELECTMEN
TUESDAY, JUNE 7, 2022 ~ 5:30 P.M.
IN-PERSON AT LITCHFIELD FIREHOUSE, 258 WEST ST. AND
REMOTE MEETING BY LIVE INTERNET VIDEO STREAM AND TELEPHONE

Call to Order

Approval of Minutes: Regular 5/17/22

Public Requests/Comments

Selectmen's Requests

First Selectman's Update Report

New Fire Marshal Introduction

Interviews, Appointments & Reappointments

- a) Interview Kathleen VanOrmer for Sandy Beach Commission, term 12/2024
- b) Appoint Chris Kelsey to Assessor, term 6/2025

Liaison Reports/Commission-Committee Minutes: 5/12/22 Special Board of Finance; 4/26/22 Conservation Commission; 4/18/22 & 5/2/22 Planning and Zoning; 5/19/22 Sandy Beach Commission

Temporary Regional School District Study Committee Update

Sustainable Litchfield Update

WPCA Liaison Update

Vacancies: To Be Included In Minutes

Tax Refunds

Old Business

- a) Review Litchfield Parking Permit Policy (tabled from 5/17/22)
- b) Animal Control Ordinance Change (tabled from 5/17/22)
- c) Interlocal Agreement with Harwinton for Animal Control Facility and Officer (tabled from 5/17/22)

New Business

- a) USA Hauling & Recycling, Inc. Agreement for Solid Waste Disposal and Recycling Services
- b) Appoint Members to the Borough/HDC Consolidation Study Committee
- c) Discuss Cannabis Establishments in Litchfield
- d) Consider and Act on Ordinance Prohibiting Cannabis Use on Town Property
- e) East Litchfield Fire Emergency Request for New Generator
- f) Rollover of Four Bids - Raz Alexe
- g) Update on 20 Miles of Unimproved Roads
- h) Litchfield Borough Sidewalks Design and Approval
- i) Approve Appropriation of Funds for White Woods Road Parking Project, 100% funds from Community Connectivity Grant from CT DOT
- j) Review Ordinance Authorizing Board of Selectmen to Adopt a Litchfield Parking Permit Policy
- k) Approve \$30,000 from ARPA Funds for the Economic Development Commission
- l) Approve \$10,000 from ARPA Funds for CHORE Services
- m) Approve \$30,000 from ARPA Funds for Park & Recreation Department
- n) Approve \$5,000 from ARPA Funds for Litchfield Arts Council
- o) Sign Special Town Meeting Call for 6/22/22
- p) Disposition of Police Vehicles

Possible Executive Session - Real Estate

Correspondence

Adjournment


Denise Raap, First Selectman

Join Zoom Meeting

<https://us02web.zoom.us/j/83192986728?pwd=K2YzcmMyTUI5NGNFRnFNOHN6UIVQZz09>

Meeting ID: 831 9298 6728

Passcode: 586244

One tap mobile

+13017158592,,83192986728#,,,,*586244# US (Washington DC)

+13126266799,,83192986728#,,,,*586244# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 831 9298 6728

Passcode: 586244

Find your local number: <https://us02web.zoom.us/j/kcXg5uSC2r>

**REGULAR MEETING OF THE LITCHFIELD BOARD OF SELECTMEN
TUESDAY, MAY 17, 2022 ~ 5:30 P.M.
IN-PERSON AT NORTHFIELD FIREHOUSE, 12 KNIFE SHOP ROAD
REMOTE MEETING BY LIVE INTERNET VIDEO STREAM AND TELEPHONE**

Call to Order: First Selectman Denise Raap called the hybrid meeting to order at 5:30 p.m. with Selectmen Jonathan Tarrant, Jodiann Tenney and Christine Harding present. Jeffrey Zullo attended via Zoom.

Approval of Minutes: **Motion:** J. Tarrant moved to approve the regular meeting minutes of 5/3/22, and C. Harding seconded. All voted aye and the motion carried. D. Raap explained there was no need for a revised motion, as the account resolution for the Arts Council could be refiled without the attachment that contained personal information, according to the Town Clerk.

Public Requests/Comments - *see also New Business c): None

Selectmen's Requests: J. Tarrant apologized for his curt remarks to Ron Leale at the last meeting, but also was concerned about people cutting off the speaker. He proposed that a dollar be placed in a jar every time someone interrupted the speaker, and the money would be given to a charitable cause. D. Raap said she would have to check to see if that was legal, but would consider it.

First Selectman's Update Report: D. Raap noted this is National Public Works Week, and commended Raz Alexe and his crews in making sure the roads and bridges are safe for us. Altice will be starting a program to bring fiber to the homes. The Litchfield Housing Steering Committee will be meeting at the Litchfield Firehouse tomorrow at 7:00 p.m. to hear public comment on the survey results and findings; signups are still welcome on the Town's website. June 6th will be the public hearing at the Annex for the hotel proposed for the old courthouse building.

Presentation by Poet Laureate - Robert Piazza: Mr. Piazza said he has a cultural awareness program up and running and has worked with several groups. He has done several programs at the library and has submitted a written report to the First Selectman. He's done poetry readings, held a blackout poetry contest that he judged, a seminar on poetry and social justice and has done a community writers group at the Community Center, workshops at the Wisdom House and was a judge for the Mabry Awards at LHS, and other community events. He will be at the Memorial Day Parade ceremony, and plans to expand more collaboration with the schools next year. The Selectmen were appreciative of his contributions thus far.

Resignations: **Charlie Dumais from Litchfield Arts Council, effective 5/12/22:** received and noted

Declining Reappointment:

Danielle Muecke, Economic Development Commission

Brooke Healy, Inland Wetlands Commission

D. J. Murphy from Economic Development Commission

Pamela Orde from Park & Recreation Commission

Interviews, Appointments & Reappointments

- a) Reappoint Cleve Fuessenich, Economic Development Commission, term 6/2025
- c) Reappoint Francesca Kracht, Board of Ethics, term 6/2025
- d) Reappoint Paul Devan, Board of Ethics, term 6/2025
- e) Reappoint Burke Gibney, Board of Ethics, term 6/2025
- g) Reappoint Bill Dooley, Inland Wetlands, term 6/2025
- h) Reappoint Jack Healy, Inland Wetlands, term 6/2025
- i) Reappoint Jaime Makuc, Prevention Council, term 6/2025
- j) Reappoint Michael Lyn Cappello, Park & Recreation Commission, term 6/2026
- k) Reappoint Helen Bunnell, Park & Recreation Commission, term 6/2026

It was noted that Item b) above was incorrect and should be deleted. **Motion:** J. Tarrant moved to remove Item b) from Interviews and Appointments above. C. Harding seconded, all voted aye and the motion carried. **Motion:** J. Tarrant moved to reappoint Cleve Fuessenich to the EDC as above, C. Harding seconded, all voted aye and the motion passed. **Motion:** J. Tarrant moved and J. Tenney seconded a motion to remove Item f), as it was a duplication. All voted aye and the motion carried. **Motion:** J. Tarrant moved and J. Tenney seconded a motion to reappoint Francesca Kracht, Paul Devan, and Burke Gibney, all to the Board of Ethics, terms 6/2025. All voted aye and the motion passed. **Motion:** J. Tarrant moved and J. Tenney seconded a motion to reappoint Bill Dooley and Jack Healy to the Inland Wetlands Commission, both with terms ending 6/2025. All voted aye and the motion carried. **Motion:** J. Tarrant moved to reappoint Jaime Makuc to the Prevention Council, with term ending 6/2025, and J. Tenney seconded. All voted aye and the motion carried. **Motion:** J. Tarrant moved to reappoint Michael Lyn Cappello and Helen Bunnell to the Park and Recreation Commission, with terms ending 6/2026. All voted aye and the motion carried.

Liaison Reports/Commission-Committee Minutes: 4/28/22 & 5/9/22 Board of Finance; 5/4/22 Special WPCA; 4/7/22 Board of Education; 4/21/22 Sandy Beach Commission; 5/11/22 Inland Wetlands Commission

D. Raap said she is working with the Sandy Beach Commission and Tom Weik, as she has discovered that they do not carry any liability insurance. They will rectify before the beach opens.

Temporary Regional School District Study Committee Update: D. Raap urged residents to attend the school consolidation presentations conducted by Chris Leone, Superintendent of Schools. She asked for Board support to sign a letter of recommendation for the consolidation. **Motion:** J. Zullo moved that the Board of Selectmen direct First Selectman, Denise Raap, to send the temporary study committee a letter of endorsement of the Region 20 concept that has been approved by the State Board of Education and will go to the voters at referendum in June. J. Tenney seconded the motion, all voted aye and the motion carried.

Sustainable Litchfield Update: J. Zullo had no update, as he was out of town for the meeting today.

WPCA Update: J. Zullo attended the recent WPCA meeting and reported that their budget has a slight increase, but they are maintaining the same rate to customers. There will be an engineering subcommittee made up of the Superintendent, the WPCA Chairman, and another WPCA member he would appoint that will finalize the contract and work with Woodard and Curran. The Town Clerk said they would have to establish a formal committee if they had a quorum, so they are going to meet in a small work group instead. Regarding the Superintendent, the WPCA voted to rescind a motion made in 3/2009 where they directed the Superintendent to report to the Director of Public Works. Mr. Zullo felt there needs to be a meeting with the Chairman and one other member to continue dialogue and compose a more detailed working document that clearly defines the lines of authority. He thought there should be a memorandum of understanding and the Town Counsel should be involved. C. Harding offered to help out as Selectman Liaison, and J. Zullo felt that one BOS member should always be attending the meetings.

Vacancies: The list of current appointed vacancies with term expirations is as follows:

Beautification Commission: 1 regular member 2/2025; 2 alternate members 2/2025
Broadband Commission: 1 alternate member 1/2023
Cable TV Advisory Council: 1 BOE members 6/2023
Capital Improvements Committee: 1 Citizen at Large 11/2023
Conservation Commission: 1 alternate member 12/2024
Economic Development Commission: 2 regulars and one alternate member 6/2024
Inland Wetlands Commission: 1 alternate member 6/2023
Litchfield Arts Council: 1 regular member 8/2024
Litchfield Housing Authority: 1 member 8/2025
Litchfield Prevention Council: 4 alt. members: 2-6/22, 2-6/23
Milton Historic District Commission: 3 alternates; 2-1/2024, 1-1/2025
Park and Recreation Commission: 1 regular member
Pension Commission: 1 alternate member 3/2025
Sandy Beach Commission: 1 regular member 12/2024
Social Services Board: one regular member 2/2025
Sustainable Litchfield Committee: 1 alternate 3/2024
Town Facilities Review Committee: 1 BOF Member 3/2023
Traffic Safety Community Action Group: 2 alt. members 1/2023
Veterans' Advisory Committee: 1 regular member 8/2023; 1 alternate member 8/2024
Western CT Coalition, CAC #22 (formerly NW Regional Mental Health Board): 1 member 5/2023
WPCA (BOS Liaison); 1 regular member 1/2023
Zoning Board of Appeals: 2 regular members 3/2023, 3/2025; 1 alternate member 3/2025

Tax Refunds: **Motion:** J. Tarrant moved to approve 2 tax refunds as recommended by the Tax Collector, for a total of \$912.99. C. Harding seconded, all voted aye and the motion carried..

Old Business

a) Parking Policy for Municipal Lot and Business District: J. Zullo said that after some investigation, they found that the Greater Litchfield Preservation Trust owns 17 spots at 29 West Street but had signed

the use of them over to the Town and therefore has no control over the spaces. Mike Rybak, Town Counsel, felt there may not be a need for a parking policy because of this. However, the hotel is asking for 20 spaces. J. Zullo would like him to draft a policy so they can approve a permit for the hotel with fees. This hotel will be a big change to the center of town, and will be a building that will be added to the tax roles. After discussion they decided to continue having Town Counsel draw up a parking policy using the agreed upon guidelines given him. Meanwhile, J. Zullo will meet with Perley Grimes and Richard Quay of the GLPT to review Mike Rybak's opinion.

b) Lease with White Memorial Foundation for Route 63 Soccer Fields: D. Raap explained this is an expired lease that they would like to continue with for another five years. It is almost identical to the previous one. It will have to go to Town Meeting if approved. **Motion:** J. Zullo moved to approve the lease with White Memorial Foundation for the Route 63 Soccer Fields, moving it to the Board of Finance and Town Meeting. C. Harding seconded, all voted aye and the motion carried.

c) Revised Resolution for Establishment of a Borough/HDC Consolidation Committee: A red line revision was presented now calling it a Consolidation Study Committee. Board members were pleased with the revision. **Motion:** J. Zullo moved and J. Torrant seconded a motion to adopt the revised "Resolution Establishing a Borough/Historic District Commission Consolidation Study Committee" dated 5/17/22. J. Tenney said they are working to get a joint meeting set up with the Borough, possibly a special meeting prior to the next meeting on June 7th. Appointment of committee members will be planned for that meeting as well. Upon voting, all voted aye and the motion carried. The resolution follows:

TOWN OF LITCHFIELD, CT

BOARD OF SELECTMEN

May 17, 2022

RESOLUTION ESTABLISHING A

BOROUGH/HISTORIC DISTRICT COMMISSION CONSOLIDATION STUDY COMMITTEE

SECTION 1. ESTABLISHMENT: The Board of Selectmen of the Town of Litchfield, acting pursuant to Connecticut General Statutes, Section 7-329, hereby establishes a Borough/Historic District Commission Consolidation Study Committee (hereinafter the "Committee" or the "Study Committee").

SECTION 2. MEMBERSHIP: The Study Committee shall be composed of nine (9) members and two (2) alternate members, all of whom shall be electors of the Town of Litchfield appointed by majority vote of the Board of Selectmen. The membership of the Study Committee shall include a member of the Board of Selectmen, and no fewer than six (6) members from various geographic sections of the Town of Litchfield. The First Selectman shall serve as an ex-officio member. The Committee may include a member of the Borough Board of Burgesses and a member of the Historic District Commission; however, if such Borough and Historic District members are unable or unwilling to serve, that shall not affect the proceedings, finding(s), or report(s) of the Study Committee.

SECTION 3. APPOINTMENTS, TERM AND VACANCIES: The Board of Selectmen shall appoint the initial members and alternate members upon the adoption of this resolution to serve for a term of two (2) years, commencing with the date of appointment. Vacancies shall be filled by a majority vote of the Board of Selectmen for the remainder of the term. An alternate member shall be designated to act in the absence of a member. Unexcused absence from three (3) consecutive meetings shall constitute a resignation, and upon the Committee declaring the position vacant, the Board of Selectmen may, by a majority vote of said Board, appoint a replacement member or appoint an alternate member to fill the vacancy and then appoint a new alternate. The membership of the Committee shall comply with the requirements of Connecticut General Statutes, Section 9-167a, concerning minority representation.

SECTION 4. MISSION: The mission of the Borough/Historic District Commission Consolidation Study Committee shall be:

(1) to review all applicable federal statutes, state statutes and consolidation precedents, and Town of Litchfield ordinances as they apply to the termination of a district or borough;

(2) to determine the advisability and consequences of such consolidation; and

(3) if consolidation is found to be advisable, to create and recommend a written plan for the consolidation of the Borough of Litchfield and the Historic District Commission into the Town of Litchfield and present such recommended plan to the Board of Selectmen for review.

(4) If consolidation is found to be unadvisable, to provide the Board of Selectmen with a written report stating the reasons for such a conclusion.

SECTION 5. DUTIES: The Committee shall prepare detailed estimates of the financial impact, both positive and negative, to the taxpayers of the Town and the Borough of Litchfield. Public hearings will be held to receive citizens' opinions and feedback. This Committee shall be advisory in nature. Any recommendation, plan, or findings of the Committee shall not, ipso facto, be binding on the Town of Litchfield or the Board of Selectmen. The Committee shall conduct its business and approvals by a simple majority of those members present and voting.

SECTION 6. APPLICABLE LAWS: The Committee shall be subject to applicable statutes and ordinances generally governing Town of Litchfield advisory committees, including but not limited to the Freedom of Information Act. The Committee shall keep reasonably complete minutes of its proceedings and timely provide those minutes to the Town Clerk.

d) Plumb Hill Playing Fields Sublease Agreement: D. Raap explained the need for this sublease agreement for this July 1, when the Litchfield and Region 6 Boards of Education will share the payment. It will also allow the new Region 20 to take over payment if the merger happens. All Region 20 towns' Parks and Recs will be able to use the fields. Fees will be charged only if the fields are used by an outside vendor making money while working with our Park and Recs. The sublease agreement calls for \$70,000/year followed by (COLA) inflationary increases. **Motion:** J. Tenney moved to approve the Plumb Hill Playing Fields Sublease Agreement as presented, and J. Zullo seconded. All voted aye and the motion carried.

Motion: J. Zullo moved and J. Tenney seconded a motion to add to New Business e) “Award Bid for LIS Concrete Sidewalks and Curbing Replacement”. All voted aye and the motion passed.

e) Discuss Police Coverage: D. Raap explained that both our constables, Greg Kenney and Pete Russo, will be retiring at the end of the month. She, J. Zullo and our current Resident State Trooper met with the Sgt. at Troop L, did the calculations, and found that it would be less expensive to hire another resident State Trooper than to hire two Town constables and be in compliance with the Police Accountability Bill. The requirements of this bill would cost the Town \$125,000 to get set up, along with an extra \$30,000 each year. J. Zullo added that several towns around us are going this same route using an additional Jr. Resident State Trooper. This system would ensure that we have coverage on weekends. We will also continue to have patrol coverage by a Trooper covering Litchfield and Morris, so he felt our coverage will be better than before. D. Raap could contact the State Police Commissioner’s office and implement this by July 1. The State would assign a temporary Trooper, and then they would follow their process of posting for the position. D. Raap would be involved in the interview process. **Motion:** C. Harding motioned to have the First Selectman move forward in contacting the State to find a Resident State Trooper for Litchfield in lieu of two constables. J. Zullo seconded the motion. J. Tenney wanted to ensure that there is police coverage in front of Center School. Upon voting, all voted aye and the motion passed.

New Business

a) COVID Policy Update: D Raap said that since our COVID policy is stricter than the current CDC guidelines, it was suggested to get in line with the CDC and amend our policy from 10 days out of work to 5 days after a positive test. All agreed to follow all CDC rules for Town policy. **Motion:** J. Torrant moved to go back to the CDC Guidelines and follow them for COVID illnesses. J. Tenney seconded, all voted aye and the motion carried.

b) Animal Control Ordinance Change: D. Raap reported that our Town Attorney did not have time to prepare the ordinance. We will need a change with moving from the arrangement with Torrington to a new interlocal agreement with Harwinton. **Motion:** J. Zullo moved and J. Torrant seconded a motion to table this item until the next meeting. All voted aye and the motion carried.

***c) Public Comment and Discussion on Interlocal Agreement with Harwinton for Animal Control Facility and Officer:** D. Raap explained that we will be moving away from the agreement with Torrington and will be working with Harwinton and its Animal Control Officer to provide services for Litchfield. This move will save us at least \$40,000/yr. D. Raap noted that she has signed a “Consent to Dual Municipal Representation” document, agreeing that she is alright with our Town Attorney, Mike Rybak, representing both Harwinton and Litchfield in this interlocal agreement. There was no public comment, either in person or on Zoom. **Motion:** C. Harding moved to accept the interlocal agreement to share an animal control facility and officer with Harwinton. J. Tenney seconded and asked for time to look at this document along with the ordinance when it is ready. C. Harding withdrew her motion and J. Tenney her second. **Motion:** J. Tenney moved to table this item to the next meeting. C. Harding seconded, all voted aye and the motion carried.

d) Adopt Citizen Participation Plan for Small Cities Program: D. Raap said this is a requirement for the grant for the Bantam Falls project. **Motion:** J. Zullo moved to adopt the “Citizen Participation Plan” for the Small Cities Program. C. Harding seconded, all voted aye and the motion carried.

e) Award Bid for LIS Concrete Sidewalks and Curbing Replacement: Len Fasano, School Facilities, brought this recommendation forward with sole bidder Martin Laviero. Leftover funding from Capital was approved by the Selectmen previously. **Motion:** J. Torrant moved to award this bid to sole bidder Martin Laviero Contractors Inc. in the amount of \$35,970.78, including Salt Guard at \$2.25 per square foot. J. Tenney seconded. J. Zullo questioned the remaining budget, and D. Raap confirmed there is enough money left over. Upon voting all voted aye and the motion passed.

Steve Simonin, resident, made a comment about electric charging stations cost being borne by all residents, and J. Zullo said that was an issue he would have to address with the private companies. The municipality has its own program they are working on now.

Motion: J. Torrant moved to go into executive session on Personnel at 6:44 p.m. C. Harding seconded, all voted aye and the motion carried. All Board of Selectmen members attended. Out of executive session at 7:05 p.m. with no action taken.

Correspondence: None

Adjournment: **Motion:** J. Torrant moved and C. Harding seconded a motion to adjourn at 7:05 p.m. All voted aye and the motion carried.

A handwritten signature in cursive script, reading "Denise Raap". The signature is written in black ink and is positioned above the printed name of the signatory.

Denise Raap, First Selectman



TOWN OF LITCHFIELD

SELECTMEN'S OFFICE
P.O. BOX 488
LITCHFIELD, CONNECTICUT 06759
860-567-7550

COMMITTEE/COMMISSION INTERVIEW REQUEST

Date: 4/15/22 Email KVanOrmer@unionsavings.com

Interested Person: Kathleen VanOrmer

Address: 53 Spencer

Phone: home - 860-361-6060 work - 860-567-6430 cell: 203-241-2333

Party Affiliation: U
necessary for minority representation

COMMITTEE/COMMISSION NAME: Sandy Beach Commission

4/21 6:00
5/19 W213G

Information Sent On: _____

Chairman Notified On: _____

Chairman's Comments: _____

Attended Commission/Committee Meeting On: attended 5/19 ✓
(Attendance at a meeting will be required prior to any interview by the Board of Selectmen. It is the responsibility of the Chairman to verify attendance and notify the First Selectman's Office.)

Interview Date Set For: 6/7/22 ✓

Existing Vacancies: Regular 1 - 12/2024 Alternate _____

Term Expirations: Regular _____ Alternate _____

Appointed by Board of Selectmen on _____ to
_____ as a _____
member with term expiring on _____.

Town of Litchfield Board of Finance Special Meeting Minutes
May 12, 2022 – Immediately following town meeting
Meeting held in Litchfield Intermediate School Auditorium

Chairman Erich Marriott called the meeting to order at 7:50p.m with Pat Donovan, Patricia Dauten, Elliot Fuessenich, James Stedronsky, and Matthew Tobin (Alt.

Absent: Richard Quay and Sam Olmstead (Alt.)

Chairman Erich Marriott appointed Matthew Tobin to be a full member in the absence of Richard Quay.

Act upon the mill rate for the Town of Litchfield's 2022-2023 Annual Budget

The residents had voted 45-9 for the annual budget of \$32,300,014, bringing the current tax rate of 27.6 mills down to 26.8 mills.

Move: Elliot Fuessenich moved to accept the Town of Litchfield's 2022-2023 Annual Budget mill rate of 26.8 mills. James Stedronsky seconded the motion. All voted Aye with Patricia Dauten voting Nay and the motion carried.

Adjournment

Motion: Elliot Fuessenich moved to adjourn the meeting at 7:54p.m. Pat Donovan seconded the motion. All voted Aye and the motion carried.

Respectfully submitted,

Jo Ann Jaacks
Recording Secretary

Conservation Commission of the Town of Litchfield
Land Use Office, 80 Doyle Road, PO Box 12, Bantam, CT 06750

Regular Members

Mark Austin, Chair

John Baker

John Cox

Cleve Fuessenich

Barbara Putnam

Jordan Richards, Vice Chair

Diane Stoner

Alternates

Karen Terhaar

Draft Minutes
REGULAR MEETING

April 26, 2022

7 PM, Bantam Town Hall Annex, Bantam, CT

Call to order, roll call, changes to agenda.....7:05

Members in attendance: Austin, Baker, Cox, Fuessenich, Putnam, Richards, Stoner,

Members absent: Terhaar,

Public in attendance:

1. Appointment of Alternates: n/a
2. Approval of Minutes –Baker moved, Feussenich seconded, two typos corrected, 6 approve, no denials, one abstention.
3. Public Comment: none
4. Open Space Acquisition Project
 - No updates this month.
5. Natural and Community Resource Inventory Project
 - Nothing happening with the Green. The committee reformed and they are attempting to form a 501.c.3.
 - Thomaston and Waterbury the Naugatuck Valley Greenway is progressing. Torrington is connecting a section in 2022.
6. Old Business:
 - Tim Abbott potential speaker. Discussed what do we want him to speak about
 - i. Open space and conservation funding – significant changes in CTDEEP grant funding programing, scoring, review criteria, federal funding is available also. Can also be trail grants.
7. New Business
 - Election of officers next month. Normally March but did not have quorum.
8. New Members – need an alternate
9. Correspondence: none
10. Review of Action Items
 - Continuation of sections for projects.
 - Create discussion with Mr. Abbott. Schedule for September or October
11. Adjournment7:50 p

Next regularly scheduled meeting: May 24, 2022

The Purpose of the Conservation Commission is to develop and conserve natural resources, to conduct research into the current utilization and future possible utilization of land areas of the town, and to keep an index of all open areas, for the purpose of obtaining information on the proper use of such areas.

**LITCHFIELD PLANNING AND ZONING COMMISSION
MEETING MINUTES/CORRECTED**

April 18, 2022 - 7:00 p.m.
Town Hall Annex, 80 Doyle Rd. Bantam
In Person Meeting

Call to order: Chairman Carol Bramley called the meeting to order at 7:00pm

Members present: Carol Bramley, Peter Dauten, John Cox, Burke Gibney, Peter Losee, Stephen Simonin, Jordan Richards,

Members Absent: Abby Conroy, Guy Cunningham, Norm Sauer

Appointment of Alternates: None

Commissioner's requests: None

PUBLIC HEARINGS

1. Volta Charging, LLC - Zoning Regulation Text Amendment 4-18-2022

Amendments to the Zoning Regulations to permit Electric Vehicle Charging Kiosks in the C202 Zone subject to specific location, bulk, design and visibility.

Attorney Kristen Motel of Cuddy & Feder and Sam Lee of Volta Charging, LLC were present. Discussion took place as to advertising content, sound displayed on the chargers. Ad revenues offsets the cost of the charging stations. Further discussion regarding lighting and charging limits, pedestrian safety, setbacks, number of kiosks permitted based on floor area, concerns for height of charging stations, location and the amount of signage exclusive of the square footage allowed per business. C. Bramley read an email from R. Alexe, Town Engineer into the minutes explaining his concerns with the size of the chargers. Chairman explained the regulation has to be specific to Litchfield to address P&Z issues and the long-term impact on the business community.

Public Comment: Liz Devos concerned about pedestrian safety.

P. Losee moved to close the hearing at 7:46, P. Dauten seconded and the motion passed unanimously. Application placed on May 16, 2022 for vote.

2. 568 Torrington Rd. – Katalyst Kennels, LLC – (Scot Olson) 4-18-2022

Modification to Special Exception from Kennel/Veterinary Hospital to Special Exception Kennel/Training Facility/Veterinary Hospital in GR/RR District.

Legal notice read into the minutes. Kate Graham from Kataylst Kennel presented green cards and proof of ownership. Letter from NW Corner Veterinary Hospital LLC, Dr. Daniel Doyle in support of Kate Graham was read into minutes.

Public comment: None.

J. Cox moved to close the hearing at 7:55, P. Losee seconded and the motion passed unanimously.

P. Losee moved to approve the application and P. Dauten seconded and the motion passed unanimously.

3. **Northfield & Richards Rd. (Map 025, 026,01B) – Samson** **4-18-2022**

Two lot re-subdivision.

Dennis McMorow, Berkshire Engineering & Surveying presented green cards. Legal Notice read into minutes. Wetlands commission approved application on 4/13/22. Property supports onsite septic and well. Torrington Area health submitted letter dated 3/22/22 approving application.

R. Alexe sent a letter approving the individual driveways dated 3/24/22. A memo addendum was read into minutes from the Fire Marshall. J. Cox read into minutes a letter from Torrington Area Health.

Public Comment: Nan Murphy questioned uses for housing, stated one house is used as an Airbnb.

Dennis Murphy asked about frontage distance of wetlands to house to be built. Concerned houses will be rentals or Airbnbs. Stated lack of regulations for Airbnbs or rentals.

Tim Chapulis. Spoke highly of C. Samson. Relieved to learn land staying in the family. Spoke in favor to the re-subdivision.

D. Murphy neighbor to east. Concerns include water volume to support houses and dry fire pond and sanctity of wetlands. D. McMorow answered questions.

J. Cox moved to close the hearing at 8:32, P.Losee seconded and the motion passed unanimously. Application placed on 5/16/2022 agenda.

4. **256 Old South Rd. – Litchfield Country Club** **4-18-2022**

Site Plan to relocate existing paddle tennis court and add a second court (removed in late 80's) and adding a warming hut.

Jim Strub requested the application be withdrawn.

5. **Approval of Minutes April 4, 2022** S. Simonin moved to approve the minutes, J. Cox seconded and the motion passed unanimously.

6. **Old Business:** Reviewed Farm Ordinance approval at Town Meeting. Need to review Farm Regulations. Spoke to budget concerns and need for planner to review regulations.

7. **New Business: None**

8. **Correspondence: None**

Adjournment: S. Simonin moved to adjourn at 9:02, J. Cox seconded and the motion was passed unanimously.

Respectfully Submitted,

L. Robyn Ryle
Recording Secretary

Carol Bramley 5/2/22
Chairman

**LITCHFIELD PLANNING AND ZONING
COMMISSION MEETING MINUTES
May 2, 2022, 2022 - 7:00 p.m.
Town Hall Annex, 80 Doyle Rd. Bantam
*In Person Meeting***

Call to Order: Carol Bramley called the meeting order at 7:00pm.

Members Present: Chairman Carol Bramley, Peter Losee, Jordan Richards, Peter Dauten, John Cox, Burke Gibney, Stephen Simonin, Guy Cunningham, Norman Sauer

Members Absent: Abby Conroy

Appointment of Alternates: None

Commissioner's requests: None

B. Gibney made a motion to add an item to the Agenda 5a: Old Business, Regulation Review Cannabis/Outdoor dining. P. Dauten seconded and the motion passed unanimously

PUBLIC HEARING

3. 15 WEST ST. – LEX LITCHFIELD – Special Exception Boutique Hotel.

C. Bramley and B. Gibney recused themselves at 7:01. Peter Alter, Meghan Hope from Alter & Pearson along with Patrick Kenney were present and submitted a letter requesting additional time for planning of details and refinement before commencing with public hearing. Their intention is to submit a full package of materials in advance of Public Hearing to be distributed to the commission and available to the public. Full presentation to include Architect, Site Engineer, Traffic Engineer, Landscape Architect and a review of pertinent Zoning Material. Letter from Attorney Alter from Alter & Pearson dated 4/23/2022 requesting the Commission to extend the statutory time limit for this public hearing to June 6, 2022 was submitted for the record. P. Losee checked commission's availability. D. Tobin questioned applicant's time used and remaining.

J. Cox motioned to set the Public Hearing for Lex Litchfield for June 6, 2022, P. Losee seconded and the motion passed unanimously.

Chairman C. Bramley and B. Gibney returned to the meeting at 7:09.

4. Approval of Minutes April 18, 2022 B. Gibney moved to approve the minutes as amended: Sec. 1 add to paragraph 2 discussion clarification. Sec. 3 correct spelling Tim Chapulis. Sec. 4 correct spelling J. Strub and add the word distance to paragraph 4 of D. Murphy public comment.

5. Old Business: Regulation Review for Cannabis. C. Bramley explained Connecticut not offering specific guidance so the Chairman pulled Marijuana Regulations from Rhode Island, Great Barrington, MA, Suffield, CT. Need to define Marijuana establishment/uses: Retail, Hybrid Retail, micro-cultivators for the regulations. Legislative House considering expanding the number of cannabis locations providers permitted. S. Simonin concerns include hazardous waste, treatment of ground from leaching/water runoff of THC, security, parking. P. Dauten asked if Selectmen have put this item an Agenda for town meeting vote or if they will put it on November ballot as referendum question. B. Gibney stated not yet. Moratorium ends 8/1/2022, may need to be extended. Commission decided to prepare regulations. Suggested regulations:

Restriction to Riverview Commerce(RC) District by special exception; require site plan for retailer and micro cultivator; require cultivation inside physical structure; location requirement; parking based on square footage use; ½ mile away from school or educational facility, daycare, church, rehabilitation center; Special Permit: regulate hours of operation; Site control (Deed or Lease); security measures, lighting, camera, gates, fencing; State approval; hazardous waste related to production, disposal/run off; storm water plan; fire suppression; fertilizer; traffic.

C. Bramley suggested a list of Provisions should be by ordinance and submitted to the Selectmen's office. Such as hours of operation and uses permitted on public spaces/town owned property, methods of policing on premises. State will give provisional license based on town regulation approval.

Public Act 21-2, Sec 182 – Outdoor Dining as Accessory Use

House extended Executive Order for outdoor dining through this year so there is time to construct a regulation. Guilford, CT temporary requirements read into minutes as an example of things that could be included. Discussion took place regarding some of the restaurants in town and the outdoor dining they have established. Concerns for patron's safety, P.Dauten stated people are dining feet away from parked vehicles or proximity to highways. Other towns have placed jersey barriers or closed off roads. The laws affecting the Parking requirements Public Act 21-2 was sent from Attorney Steven Byrne, portions were read into the minutes. The availability of the Town Hall parking lot was questioned.

6. New Business: None

7. Correspondence: None

Any new item added to the agenda requires a 2/3 majority vote of the Commission. Taking up any item after 11pm requires a 2/3 majority vote of the Commission.

Adjournment: P. Losee moved to adjourn at 8:17, S.Simonin seconded and the meeting adjourned.

Carol Bramley, Chairman

Date

Sandy Beach Commission
Minutes
May 19, 2022

Present: Ed Ryle, Chair, Jenn Parsons, Terry Connor, Denise Parker, Andy Parker, Also present: Kathy Van Ormer, Todd Dyer, Beach Manager.

Absent: Corinne Houle, Karen Brady, Tom Mathews

The meeting was called to order by Ed Ryle @ 6:06 PM.

Move to accept the minutes from the April 21, 2022 meeting: Jenn Parsons, second: Andy Parker. All in favor.

Treasurer's report, submitted by Pam Wray: Cash balance: \$34,411.24

Correspondence: Barnosky Carpentry LLC submitted an updated quote of \$5800. for the cabin roof. An email was received from Tom Weik and Denise Raap regarding Beach insurance coverage. CT Watersports contacted Todd Dyer with questions about commercial use of the beach. Forman School contacted Karen Brady offering to help with Beach clean-up.

● **Old Business:**

- Restoration project - Cabin roof: Moved by Terry Connor, second, Jenn Parsons, to hire Barnosky Carpentry to replace the asphalt cabin roof during the 2022 season. All in favor. Window replacements are tabled at this time. Trees along the driveway should be assessed. We ask Corinne Houle to contact the tree company. Septic cleaning will happen before season opening. Todd Dyer will work on staining the cabin.

● **New Business:**

- Beach Manager - Staffing for the 2022 season is in place for all positions. One more guard would be preferable. Swim lesson sign-ups will be held June 4th and 18th from 10 AM - 1 PM at the beach. Commission members were asked to help out on these mornings. Swim team training will be offered. Swim sessions will be: June 27- July 8, (No lessons on July 4th.) July 11- July 22, July 25-August 8. Staff has begun cleaning the beach for opening day. Todd Dyer has contacted the TAHD regarding the snack bar. A new cash register will be purchased for the snack bar. Todd Dyer suggested that the Commission reach out to WMF regarding nature programs at the beach. Paperwork for 2022 season passes will be taken to the two Town Halls. The large dock was damaged during the winter season and will need to be repaired before use this year.
- Beach insurance - Ed Ryle will contact the Litchfield First Selectman as soon as possible to rectify any insurance issues.
- Beach gate - a temporary lock is still in place. Todd Dyer will purchase a new lock and keys before season opening.
- Beach tree - Jenn Parsons has been in touch with Mike Berry of WMF. He will try to drop off a tree for Beach staff to plant.
- Beach use - No commercial use of the beach is allowed per WMF lease. Discussion regarding future beach use could occur before the new lease.
- Ski Club - Ski Show dates requested are August 6 & 7. Ed Ryle is waiting for a proposal from the BLSC regarding use of the beach.
- New SBC member - Kathy Van Ormer, from Litchfield, has volunteered to be a Sandy Beach Commission member. She has also volunteered to be the Treasurer for the Commission upon her appointment by the Litchfield Board of Selectmen. Moved by: Denise Parker, second

Terry Connor to approve Kathy Van Ormer as Sandy Beach Commission Treasurer when she has approval from the Litchfield Selectmen. All in favor.

- Beach committees - Sandy Beach T-shirts will be sold starting on sign-up days.
- Triathlon - is being considered for 2022. August 20th, a morning race is in the planning stage. The timing company has been contacted.

Move to adjourn: Terry Connor, second: Jenn Parsons. All were in favor. Meeting adjourned @ 7:46 PM.

The next meeting will be held on **Thursday, June 16th @ 6:00 PM at Sandy Beach.**

TOWN OF LITCHFIELD APPOINTED VACANCIES

VACANCIES: The list of current appointed vacancies with term expirations is as follows:

Beautification Commission: 1 regular member 2/2025; 2 alternate members 2/2025
Broadband Commission: 1 alternate member 1/2023
Cable TV Advisory Council: 1 BOE members 6/2023
Capital Improvements Committee: 1 Citizen at Large 11/2023
Conservation Commission: 1 alternate member 12/2024
Economic Development Commission: 2 regulars and one alternate member 6/2024
Inland Wetlands Commission: 1 alternate member 6/2023
Litchfield Arts Council: 1 regular member 8/2024
Litchfield Housing Authority: 1 member 8/2025
Litchfield Prevention Council: 4 alt. members: 2-6/22, 2-6/23
Milton Historic District Commission: 3 alternates; 2-1/2024, 1-1/2025
Park and Recreation Commission: 1 regular member
Pension Commission: 1 alternate member 3/2025
Sandy Beach Commission: 1 regular member 12/2024
Social Services Board: one regular member 2/2025
Sustainable Litchfield Committee: 1 alternate 3/2024
Town Facilities Review Committee: 1 BOF Member 3/2023
Traffic Safety Community Action Group: 2 alt. members 1/2023
Veterans' Advisory Committee: 1 regular member 8/2023; 1 alternate member 8/2024
Western CT Coalition, CAC #22 (formerly NW Regional Mental Health Board): 1 member 5/2023
WPCA (BOS Liaison); 1 regular member 1/2023
Zoning Board of Appeals: 2 regular members 3/2023, 3/2025; 1 alternate member 3/2025

As of 6/6/22



Ann Combs <acombs@townoflitchfield.org>

RE: Ordinance for Parking Permit Policy

1 message

Michael Rybak Jr. <mdrjr@litchlaw.com>

Thu, Jun 2, 2022 at 3:25 PM

To: Michael Rybak <mdr@litchlaw.com>, Ann Combs <ACombs@townoflitchfield.org>, "Denise Raap (Draap@townoflitchfield.org)" <Draap@townoflitchfield.org>

Ann and Denise:

The ordinance authorizes BoS to adopt a Parking Policy for reserved parking in one or more municipal parking lot(s). The ordinance states the amount of the fine is to be set by the Policy, but in any event the fine cannot exceed \$100 per offense.



Attached is an updated Policy with changes to the introduction and VIII (Enforcement) to match the proposed ordinance. Enforcement would be done by putting a parking ticket on the windshield of the vehicle in violation. There is no provision for towing because I am concerned that would open a new front of liability if someone claims their car was damaged. (This does not affect penalties for parking in a handicapped spot or fire lane, which will still be governed by the usual rules). The Policy sets the fine at \$50 per offense (I just picked the halfway point – it's up to the Board what amount up to \$100 it wants).

Let us know if there are any changes to make.

Mike

Michael D. Rybak, Jr., Esq.

Guion, Stevens & Rybak, LLP

93 West Street, P.O. Box 338

Litchfield, CT 06759-0338

Tel.: (860) 567-0821 / Fax: (860) 567-0825

Email: mdrjr@litchlaw.com

* BOS: Once agreed upon, we must post policy on website for public comment. Once the ordinance is adopted at Town Meeting, the BOS will hold a public hearing and act on the policy.

The BoF should also review the policy but does not have to approve it, as financial impact on the budget is minimal.



Through March 31, 2020

WARNING: FRAUD ALERT. If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions via telephone before you initiate any transfer. Hackers are



Ann Combs <acombs@townoflitchfield.org>

RE: Litchfield Municipal Lot Parking Policy

1 message

Michael Rybak Jr. <mdrjr@litchlaw.com>

Thu, May 26, 2022 at 5:06 PM

To: 1st Selectman <1stselectman@townoflitchfield.org>

Cc: Michael Rybak <mdrjr@litchlaw.com>, Ann Combs <ACombs@townoflitchfield.org>

Denise:

Additional changes to the Parking Policy are:

I(C): Only passenger cars, SUVs, and light trucks ("pick-up trucks") permitted in the lot. **No parking** for large commercial trucks, box trucks, semi-truck, campers, recreational vehicles, dump trucks, vending trucks, food trucks, and similar.

II(F): establishes a cap on the number of spaces that can be reserved. The maximum is based on the "living area" square footage of the space on the Assessor's card. It is 1 reserved space per 500 square feet of "living area" on the card. If someone has a particularly large building abutting the lot (e.g., courthouse) the absolute maximum is 20 spaces. Spaces under 500 square feet are not eligible for reserved parking. I picked 500 as a reasonable and round number, if you think it should be different based on the buildings there, let me know and we can change it. Also included are some examples of how the cap works.

II(G): signage and markings. I have added a signage and markings fee to be paid in addition to the application fee. Whereas the parking space application fee is annual, the signage and maintenance fee is paid whenever the signs or paint need to be added or updated. Public Works would perform the work of setting the signs and marking the parking spots. The signs and paint would be standardized with no customization.

Let us know if you have any questions.

Mike

Michael D. Rybak, Jr., Esq.

Guion, Stevens & Rybak, LLP

93 West Street, P.O. Box 338

Litchfield, CT 06759-0338

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

**PARKING PERMIT POLICY OF THE
TOWN OF LITCHFIELD**



ADOPTED MAY , 2022

BOARD OF SELECTMEN

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

**BACKGROUND, AUTHORITY
AND PURPOSE**

This Parking Permit Policy is adopted by the Board of Selectmen of the Town of Litchfield pursuant to Connecticut General Statutes (“CGS”) Sections 7-148(c)(6)(C); 7-148(c)(7)(B); 7-148(c)(7)(H)(xii); and 14-307. The Board of Selectmen is the traffic authority of the Town of Litchfield.

Since 1921, the Code of Ordinances of the Town of Litchfield, Sec. 9-21, has provided that the Board of Selectmen is authorized and directed to pass and enforce such proper regulations relative to parking automobiles as may be necessary or advisable to safeguard the inhabitants of the town and the traveling public.

The purpose of this Policy, pursuant to Connecticut General Statutes Sections 7-148(c)(6)(C); 7-148(c)(7)(B); 7-148(c)(7)(H)(xii); and 14-307, and Litchfield Ord. Sec. 9-21, is to provide for orderly and safe parking for the public; to ensure there is adequate parking for residents, visitors, and businesses; to promote commerce; and to reduce traffic congestion.

This Policy is authorized by Section 9-22 of the Code of Ordinances of the Town of Litchfield. Section 9-22 permits the Board of Selectmen to establish a Parking Policy for privately reserved parking, by permit, in one or more municipal parking lot(s). Violation of a privately reserved parking space is punishable by a fine set by this Policy, with such fine not to exceed one-hundred dollars (\$100.00) per offense. This Policy sets the level of the fine at fifty dollars (\$50.00) for each offense. Each day of violation is a separate offense.

This Policy only allows for reserved permit parking spaces in the municipal parking lot behind the commercial buildings on West Street. It does not permit reserved parking in any other municipal parking lot, including but not limited to the spaces abutting both sides of the green along west street.

Policy

A “policy” is the written governing principle and guideline that is established by the Town, which defines general limits, direction and authority for the granting of parking permits in municipally owned, leased, or controlled parking lots. All parties involved are expected to adhere to this Policy.

Limitation – Litchfield Public School System and Regional School District Number 6

This Parking Permit Policy does not control parking lots under the statutory control of the Litchfield Public School System and Town of Litchfield Board of Education.

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

I. DEFINITIONS

“Fire Lane”: A designated, unobstructed passageway sufficient in size to permit free passage of fire and other emergency equipment to areas or parts of any private or public property as deemed necessary by the Fire Marshal.

“Motor Vehicle”: A vehicle propelled or drawn by any power other than muscular, to include but not be limited to automobiles, trucks, tractors, trailers, motorized scooters, and motorcycles.

“Municipal Parking Area” or “Municipal Parking Lot”: Any area designated for the parking of motor vehicles that is under the ownership of, leasing to, or control of the Town of Litchfield, Connecticut.

“Overnight” means the hours between 4:00 P.M. and 10:00 A.M.

“Owner” means any person holding title to a motor vehicle, or having the legal right to register the same, including purchasers under conditional bills of sale.

“Parked vehicle”: a motor vehicle in a stationary position.

“Parking”: The standing of a vehicle, whether occupied or not, other than temporarily for the purpose of, and while engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs or signals or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator.

“Person” includes any individual, corporation, limited liability company, association, partnership, company, firm, business trust or other aggregation of individuals but does not include the state or any political subdivision thereof, unless the context clearly states or requires.

II. RESERVED PARKING IN WEST STREET MUNICIPAL PARKING LOT

(A) The First Selectman may issue permits reserving parking spaces in the municipal parking lot behind the row of commercial buildings running along West Street, as depicted on a map entitled, “Municipal Parking Lot Layout Plan” (September 2003) and on Map 37-26 of the Litchfield Land Records entitled, “Compilation Map Showing Municipal Parking Lot West Street, Litchfield, Connecticut”. The First Selectman or the First Selectman’s agent (e.g., Director of the Department of Public Works) shall cause the spaces in said lot to be numbered such that each space has a unique identification number.

(B) The Town shall not issue reserved parking space permits for any other municipal parking lot, including but not limited to, the municipal parking lot in front of the buildings along West Street, which is at the shoulders of West Street and abuts the town green. Such lots remain, as they have to date, for use by the general public. Reserved parking permits shall only be available in the parking lot behind the commercial buildings on West Street, described in Section II(A) of this Policy. The Applicant must be a building owner or lessee or owner of commercial space abutting the municipal parking lot behind the row of commercial buildings running along West Street, as depicted on the

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

aforementioned maps. The Applicant also must be current on all applicable municipal tax payments, sewer benefit assessment payments, sewer connection fees, and sewer use fees;

(C) The First Selectman may issue permits reserving parking spaces in the applicable parking lot. Such permits shall require a written application to the First Selectman. If granted, each reserved parking space is subject to an annual fee charged to the party so reserving.

The First Selectman is authorized to establish such dates for the renewal of permit(s) as is convenient. Payment of the fee shall begin when the permit is granted. Such fee shall be non-refundable and shall be charged on an annual basis.

The fee for each overnight (4:00 P.M. to 10:00 A.M.) reserved parking space shall be: fifty dollars (\$50.00) annually.

The fee for full-time reserved parking (all hours) shall be: one-hundred dollars (\$100.00) annually for each reserved full-time parking space.

The First Selectman shall have the right, where any good cause exists, to deny a parking permit or multiple parking permits. In such case, the First Selectman shall provide the applicant with such reason for denial.

Spaces in the municipal lot, whether reserved or not, shall be available only to passenger cars, SUVs, and light trucks/vans. Large commercial trucks, semi-trucks, box trucks, campers, recreational vehicles, dump trucks, vending trucks, food trucks, and similar vehicles larger than a convention passenger car, SUV, or light truck are not allowed to park in the municipal lot behind the commercial buildings on West Street.

Spaces that are not subject to reserved parking shall remain for use by the general public.

(D) Application: The First Selectman shall designate the form of the written application. Said application shall contain:

- (1) the name of the business, organization, or person requesting the reserved parking space(s);
- (2) whether the application is for overnight parking only or for all day and night;
- (3) the identifying number of the space(s) being applied for;
- (4) a liability release and indemnification in favor of the Town of Litchfield and the Town's officers, employees, and agents;
- (5) a consent to allow municipal snow plowing, repair, hole filling, sealing and other maintenance in the space(s);
- (6) an acknowledgement that the applicant's marking and signage of the reserved space(s) shall not vary from the standards of this Policy and established by the First Selectman;

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

- (7) an acknowledgement that the applicant shall permit use of the space by emergency apparatus in the event of an emergency;
- (8) an acknowledgement by the applicant that it shall not cause, and shall be liable for, damage, obstruction, or any unsafe condition resulting from the applicant's use of the reserved space;
- (9) the name and contact information for a person to serve as an emergency contact for the party reserving the space(s);
- (10) submission of an executed and recorded deed, or executed lease, showing that the applicant is the owner of property or lessee of space abutting the municipal parking lot behind the row of commercial buildings running along West Street, as depicted on the aforementioned maps;
- (11) an acknowledgement that the Town of Litchfield is not responsible for enforcing (e.g., ticketing, towing, etc.) the parking reservation; and
- (12) such other information as the First Selectmen deems necessary.

(E) Selection of Space(s): The applicant shall not change the location and quantity of parking spaces selected once the application has been filed with the First Selectman's Office (i.e. the applicant shall not change the number and location of selected spaces partway through the application process). Permit holders are not permitted to trade or swap spaces without prior written consent of the First Selectman.

(F) Cap on Reserved Parking: Each applicant may apply one (1) parking space for every 500 square feet of space owned or leased abutting the municipal lot behind the commercial buildings on West Street, as evidenced by the "living area" designated square footage on the relevant tax card for such property on file with the Town of Litchfield Assessor's Office. The absolute maximum number of spaces per applicant is 20 spaces, regardless of square footage owned or leased. If an eligible building or space is owned or leased by multiple persons, entities, etc., the cap on reserved parking spaces shall be based on the size of the relevant physical space abutting the municipal lot, based on the "living area" shown on the Assessor's card for the property. Where the square footage amounts to a fraction of a parking space, the cap shall round down to the previous whole number (e.g., a building or leased area eligible for 4.8 spaces shall round down to 4 spaces). Spaces under 500 square feet "living area" on the Assessor's card shall not be eligible for reserved parking. If all eligible spaces in the municipal lot have been reserved, no additional permits will be issued until spaces become available again. The First Selectman shall have the discretion to grant fewer than the number of spaces requested by the Applicant and fewer spaces than the maximum of 20 to maintain an equitable allotment of spaces in the municipal lot.

Examples Applying the Reserved Space Cap:

- Two business entities share a 500 square foot commercial space abutting the municipal lot. Only one (1) reserved parking space is available for that space and the business entities must decide among themselves how to use the single reserved space.

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

- An individual resides in an eligible apartment of 800 square feet and operates a home business out of that apartment in the form of a Limited Liability Company. Only one (1) parking space overall will be permitted for that space, due to the square footage.
- A building owner owns a 5,000 square foot building. The owner occupies the first floor of 2,500 square feet, and leases the upper floor to two tenants, each having 1,250 square feet. The building owner applies for the maximum of 10 reserved parking spaces for that building. At the same time, each tenant applies for two parking spaces. The building owner will be limited to only 5 parking spaces because he/she has leased away 2,500 square feet of space. Each tenant would receive two parking spaces.
- A building owner owns a 5,000 square foot building. He applies for and receives the maximum 10 reserved spaces for that building. He then rents the upper floor of 2,500 square feet to a tenant, who subsequently applies for 5 spaces. The tenant's application would be denied because the maximum number of spaces for the building's square footage have already been allotted. The tenant will need to address how to divide up the already-reserved parking spaces with the landlord/owner.
- A building owner recently bought an eligible abutting property and now owns a 5,000 square foot building. The owner applies for 10 parking spaces, but all eligible spaces in the municipal lot are already reserved. The application would be rejected because no more permitted spaces are available.
- A building owner owns a property of 15,000 square feet. The owner applies for 34 parking spaces, based on square footage. The owner is not eligible for more than 20 spaces due to the absolute maximum established by Section II(F) of this Policy. The First Selectman may grant 20 reserved spaces, or fewer, based on the number of spaces available and equitable division, considering all circumstances.
- A tenant leases a 450 square foot space from a building owner. The tenant is not eligible for a reserved parking space because the leased area is under 500 square feet.

(G) Signage and Markings: The reserving party shall be financially responsible for paying the Town of Litchfield to erect and maintain the prescribed signage and markings for each reserved parking space. The fee for marking and signage paid to the Town of Litchfield shall be set by the First Selectman or his/her agent (e.g., Director of Public Works) and shall be in addition to the annual application fee, but shall be payable only so often as signage or markings must be added or maintained. The First Selectman or his or her agent (e.g., the Director of Public Works) shall establish a standard size, shape, colors, font, and graphics that each successful applicant shall erect and maintain. These requirements shall be the same for all reserved parking spaces. Custom signs, markings, or other displays shall not be permitted. The Town of Litchfield Public Works department shall erect and maintain the applicable signage and parking space paint at the expense of the applicant who has reserved such space(s).

(H) Record of Reserved Spaces: The First Selectman's Office shall maintain a map indicating which spaces are reserved, the name of the reserving party, and renewal dates.

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

(I) Handicapped Parking Not Reserved: Parking spaces designated as “handicapped” shall remain available to the general public. The Town of Litchfield shall not issue parking reservations for handicapped spaces. The Board of Selectmen may designate special parking spaces for the handicapped in all municipally owned, leased, or controlled parking lots. The size and marking of such spaces shall be in accordance with Section 14-253a of the Connecticut General Statutes and the Connecticut State Building Code.

(J) Other Areas Not Reserved: No reserved parking space shall be permitted in any fire lane, “no parking” area, loading/unloading zone, alley, travel lane, or any other area the First Selectman, Director of Public Works, or Fire Marshal deems to obstruct emergency apparatus, or obstruct the flow of traffic, or which renders the flow of traffic unsafe, or which blocks entrances, ramps, walkways, sidewalks, or elevators.

(K) Emergency Vehicle Access: Emergency apparatus shall have priority, full-time access to all parking spaces in emergency situations. Motor vehicles in parking spaces shall not obstruct access for emergency apparatus. The Town of Litchfield is not liable for damage to or movement of vehicles obstructing emergency apparatus.

(L) Loss of Permit: The First Selectman is authorized to suspend or revoke any permit for reserved parking space(s) where the permittee has violated any portion of this policy. In the event of such revocation, the permit fee shall be non-refundable.

III. FIRE LANES

The First Selectman, Director of Public Works, and Fire Marshal may establish fire lanes or public works access in any municipally owned, leased, or controlled parking area. If so established, the Director of Public Works shall cause appropriate signs and/or markings to be installed delineating said fire lanes and areas where public works access is required.

IV. SNOW CLEARANCE

The Board of Selectmen may impose temporary parking bans, for the clearance of snow between from the first of November through the thirtieth of April for all municipally owned, leased, or controlled parking areas.

V. FIRST SELECTMAN AUTHORIZED TO EFFECTUATE POLICY

The First Selectman, through the Director of Public Works, is authorized to take such measures are necessary or convenient to effectuate this Policy.

**TOWN OF LITCHFIELD
PARKING PERMIT POLICY**

VI. AMENDMENT OR REPEAL OF POLICY

The Board of Selectmen may repeal or may, from time to time, amend this Policy by majority vote of said Board present and voting.

VII. SEVERABILITY

Should any section, clause, sentence or part of this Policy be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the regulation as a whole or any part thereof other than the part so declared to be invalid.

VIII. ENFORCEMENT AND LIABILITY

Reserved parking spaces under this Policy is enforced pursuant to Section 9-22 of the Code of Ordinances of Town of Litchfield. Violation of a reserved parking space under this Policy shall be punishable by a fine of FIFTY DOLLARS (\$50.00) per offense. Each day of such violation shall constitute a separate offense. Such fine shall be made by any law enforcement officer having jurisdiction placing the citation ticket on the windshield of the vehicle in violation of the reserved parking space.

Parking in reserved spaces is at the automobile owner's sole risk. The Town of Litchfield shall not insure, indemnify, or defend any applicant, permittee, or vehicle owner/lessor. Under no circumstances shall any attempt at private enforcement by a reserved parking permit holder render such party the agent of the Town of Litchfield.

ADOPTED BY THE BOARD OF SELECTMEN

Denise Raap, First Selectman

Jodiann Tenney, Selectman

Jeffrey Zullo, Selectman

Christine Harding, Selectman

Jonathan Tarrant, Selectman

[SEAL]

ATTEST: Lisa Losee, Town Clerk

May ____, 2022



Ann Combs <acombs@townoflitchfield.org>

Fwd: Updated Animal Control Ordinance for Litchfield

1 message

1st Selectman <1stselectman@townoflitchfield.org>
To: Ann Combs <ACombs@townoflitchfield.org>

Fri, May 27, 2022 at 12:04 PM

Updated Ordinance
Denise Raap
Litchfield First Selectman
(860) 567-7550
email: Draap@townoflitchfield.org

----- Forwarded message -----

From: **Michael Rybak Jr.** <mdrjr@litchlaw.com>
Date: Fri, May 27, 2022 at 11:27 AM
Subject: RE: Updated Animal Control Ordinance for Litchfield
To: Michael Rybak <mdr@litchlaw.com>, 1st Selectman <1stselectman@townoflitchfield.org>

Denise:

Attached is a proposed Animals ordinance (Sec. 4-1) of the Code of the Town of Litchfield. The ordinance is changed only to reflect the move from regional animal control to interlocal with the Town of Harwinton.

A question I have is whether we want to change the redemption fee. Under the Agreement, each municipality keeps the redemption fees. The ordinance has the redemption fees going into a segregated interlocal animal control facility fund. Is current \$15 fee is sufficient considering the cost of the shared facility and officer for Litchfield?

Michael D. Rybak, Jr., Esq.

Guion, Stevens & Rybak, LLP

93 West Street, P.O. Box 338

Litchfield, CT 06759-0338

Tel.: (860) 567-0821 / Fax: (860) 567-0825

Email: mdrjr@litchlaw.com



For Litchfield, March 24, 2022

**TOWN OF LITCHFIELD
SPECIAL TOWN MEETING
_____, 2022**

**ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF
LITCHFIELD, CHAPTER 4 “ANIMALS”, SECTION 4-1 “REDEMPTION OF
IMPOUNDED DOGS; FEE”**

Section 1. Authority.

This ordinance is adopted pursuant to Connecticut General Statutes §§ 7-148(c)(7)(D), 22-332, and 22-333, 22-358, and 22-359.

Section 2. Amendments to Code of Ordinances.

The Code of Ordinances of the Town of Litchfield, Chapter 4 “Animals”, Section 4-1 “Redemption of impounded dogs; fee”, is hereby amended to read as follows:

“In accordance with G.S. § 22-333, any dog, cat or other animal captured or impounded by the interlocal animal control officer shared by the Towns of Litchfield and Harwinton shall be redeemed by the owner or keeper thereof, or the agent of such owner or keeper, upon proper identification, and, if the animal in question is a dog, upon presentation to the interlocal animal control officer of a license and tag for such dog, and upon the payment by such owner or keeper or his agent of (1) a redemption fee of fifteen dollars (\$15.00); and (2) the cost of advertising incurred under the provisions of G.S. § 22-332. When the owner or keeper of any such impounded dog, cat or other animal fails to redeem such dog, cat or other animal within twenty-four (24) hours after receiving notification to do so, or, where the owner was unknown, within twenty-four (24) hours after notification was effected by means of publication in a newspaper, such owner or keeper shall pay, in addition to such redemption fee and cost of advertising, the amount determined by the interlocal animal control officer to be the full cost of detention and care of such impounded dog, cat or other animal.

The owner or keeper of any dog, cat or other animal impounded for the purposes of quarantine, as set forth in G.S. § 22-358 and § 22-359, shall pay the amount determined by the interlocal animal control officer to be the full cost of detention and care of such quarantine animal.

Any owner or keeper of any impounded dog, cat or other animal who fails to redeem such dog, cat or other animal within one hundred twenty (120) hours after receiving notification to do so shall have committed an infraction.

All fees collected pursuant to this section will be deposited into a segregated interlocal animal control facility fund to be used for operating expenses of such interlocal animal control program, which serves the towns of Harwinton and Litchfield.”

Section 3. Effective Date.

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions in accordance with Connecticut General Statutes §7-157(b).

Adopted by town meeting on _____, _____, 2022.

Published in the _____, on _____, _____, 2022.

Effective date: _____, _____, 2022.

Recorded in the Litchfield Town Records: Vol. _____, Pg. _____.

**INTERLOCAL AGREEMENT TO SHARE AN ANIMAL CONTROL FACILITY AND ANIMAL CONTROL OFFICER
BY AND BETWEEN THE TOWN OF HARWINTON AND THE TOWN OF LITCHFIELD**

This interlocal agreement, made as of July 1, 2022, by and between the Town of Harwinton and the Town of Litchfield, for the sharing of the Harwinton Animal Control Facility and the services of the Harwinton Animal Control Officer, the terms of which are more fully described below.

RECITALS

WHEREAS, Connecticut General Statutes Section 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately by entering into an interlocal agreement under Sections 7-339a through 7-339l of the Connecticut General Statutes;

WHEREAS, the above referenced municipalities desire to share an interlocal animal control facility and related animal control officer services; and

WHEREAS, the Town of Harwinton employs a *per diem* Animal Control Officer and Assistant Animal Control Officer(s), who serve Harwinton under the direction of the Harwinton First Selectman; and

WHEREAS, the Town of Litchfield has need for the services of an Animal Control Officer and the use of an Animal Control Facility; and

WHEREAS, there is now an Animal Control Facility, located in and operated by the Town of Harwinton, which can properly serve both municipalities pursuant to the terms of this agreement;

Now, therefore, in consideration of the benefits to be derived by each municipality participating in this interlocal agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

A. THE SHARED ANIMAL CONTROL PROGRAM

1. This interlocal agreement is entered into by the member municipalities pursuant to Connecticut General Statutes, Section 7-148cc, and Sections 7-339a to 7-339l, inclusive. The parties to this agreement hereby establish this animal control program ("Program") for the purpose of administering and enforcing the laws relating to animals within the two participating municipalities generally to include the operation of the shared Animal Control Facility and the shared Animal Control Officer and Assistant Animal Control Officer(s).
2. Upon the approval of each municipality's respective legislative body, as defined in Connecticut General Statutes, Section 1-1(m), the shared Animal Control Officer shall have

the power to acquire, purchase, lease, maintain, operate, improve, repair and replace, such personal property, and incur such other expenses as the Animal Control Officer, after prior consultation with the First Selectmen of both municipalities, determines is necessary or desirable to operate the Animal Control Facility and the Program.

3. The Town of Harwinton shall maintain all records relating to the Program, including the shared Animal Control Officer and operation of the Animal Control Facility, as necessary or desirable to carry out the purposes of the Program or as may be required by law. And to provide copies of such records as may be requested by the other municipality.
4. This agreement does not include the removal and disposition of animal carcasses by the Animal Control Officer. Said removal shall remain the responsibility of each municipality, separately, to this agreement. Nothing in this agreement shall require one participating municipality to remove an animal carcass found in another municipality or to control or dispose of any other domestic animals or wildlife.
5. The Town of Litchfield shall use the Animal Control Officer and Assistant Animal Control Officer provided by Harwinton to administer and enforce applicable animal control statutes found in Connecticut General Statutes, Chapter 435, municipal ordinances, state regulations, and policies in the Town of Litchfield.
6. As the owner of the Animal Control Facility and the employer of the Animal Control Officer and any Assistant Animal Control Officer(s), Harwinton shall be the lead municipality under this agreement. Litchfield shall be a contributing municipality to the shared facilities, Animal Control Officer, and Assistant Animal Control Officer(s).

B. USE OF THE SHARED ANIMAL CONTROL FACILITY

1. The parties to this agreement hereby agree to share for the animal control facility located in the Town of Harwinton.
2. The facility shall be operated and supervised by the Harwinton Animal Control Officer and required Assistant Animal Control Officer(s).
3. The facility shall accept live domestic dogs from the municipalities entering into this agreement.
4. The care, maintenance, and disposal of the Litchfield dogs placed in the facility shall be in accordance with the Connecticut General Statutes, Chapter 435, applicable state regulations,

and any applicable municipal ordinances and policies of the Town of Harwinton, and shall be included in the annual fee charged the Town of Litchfield.

5. The days and hours of operation of the shared Animal Control Facility shall be set by the Town of Harwinton. The Town of Harwinton shall determine the holidays when the facility is closed.

C. SHARED COSTS OF BOTH THE ANIMAL CONTROL PROGRAM AND ANIMAL CONTROL FACILITY

1. The costs and expenses involved in the maintenance and operation of the Animal Control Facility and the Animal Control Officer shall be shared by the municipalities entering into this agreement pursuant to the following schedule:
 - a. The Town of Litchfield shall pay to the Town of Harwinton a fee of \$500.00 per month for use of space at the animal control facility. Redemption fees paid for the reclamation of animals shall be retained by the municipality from which the animal is claimed (i.e., the municipality in which the animal was found before being brought to the animal control facility).
 - b. The Town of Litchfield shall pay to the Town of Harwinton a fee of \$10,000.00 per year in payment for a *per diem* Animal Control Officer to be employed by the Town of Harwinton.
 - c. The Town of Harwinton shall continue to employ a duly licensed Animal Control Officer and shall continue to operate an adequate Animal Control Facility for the duration of this agreement. The Animal Control Officer shall remain an employee of the Town of Harwinton and the facility shall continue to be owned and operated by the Town of Harwinton. Nothing in this agreement shall be construed as conveying any ownership interest in the facility or underlying land to the Town of Litchfield.
2. The costs and expenses involved in the maintenance and operation of the interlocal animal control program, and the regional animal control facility, shall include:
 - a. The pay for a *per diem* Animal control Officer and Assistant Animal Control Officer(s).
 - b. Boarding care for the animals kept at the facility, including but not limited to, veterinary care of the animals, animal food, water, medicines, vitamin supplements, and vaccinations.

- c. The care, maintenance, and repair of the physical plant of the animal facility itself, to include, heat, electricity, water, and snow removal;
- d. Any other reasonable expenses associated with the regional animal control facility and animal control program.

D. THE TOWN OF HARWINTON AS ADMINISTRATOR OF BOTH THE ANIMAL CONTROL PROGRAM AND ANIMAL CONTROL FACILITY

1. The day-to-day operation of the Animal Control Facility will be conducted by the applicable officials of the Town of Harwinton. The Town of Litchfield pay to the Town of Harwinton its respective share of costs and maintenance fees quarterly borne by Harwinton. Such payments from Litchfield to Harwinton shall be sent to the Treasurer of the Town of Harwinton.
2. The Town of Harwinton shall be the employer of the Animal Control Officer and any Assistant Animal Control Officer(s), for the purposes of operating the facility. Nothing in this agreement shall be construed as making the Animal Control Officer and any Assistant Animal Control Officer(s) the employee(s) of any other municipality. The Town of Harwinton shall continue to set the work schedule (including holidays) of the Animal Control Officer and any Assistant Animal Control Officer(s).
3. For purposes of civil liability, municipal immunity, indemnification and public officials' liability insurance, the Animal Control Officer and any Assistant Animal Control Officer(s) shall be deemed to be acting on behalf of the member municipalities for any claims of negligence or intentional acts in the discharge of their official duties.

E. BEGINNING AND TERMINATION OF AGREEMENT

1. This agreement for the shared Animal Control Officer and Animal Control Facility shall start upon the execution of this agreement by all parties and will terminate five years thereafter. At any time during the Program, either party to this agreement may, upon sixty (60) days advance written notice to the other party, withdraw from participation and shall only be responsible for its pro rata share of costs and expenses to the end of the month written notice is sent to said other parties.
2. If the Town of Litchfield withdraws from this agreement, then Litchfield's share of cost and expenses shall be borne by Harwinton, as the case may be. If Harwinton withdraws from

this agreement, the compact shall be dissolved and each party shall pay its share through the date this agreement terminates.

3. The insurance and indemnification provisions of this agreement shall survive any party withdrawal and shall survive the termination of this agreement.

F. MISCELLANEOUS PROVISIONS

1. Entire Agreement and Modifications: This agreement constitutes the entire understanding of the parties and supersedes any previous agreements or understandings, whether written or oral, if any, previously made among the parties to this agreement with respect to its subject matter. This agreement may not be modified except by in writing executed by the First Selectman of each municipality approved by the appropriate legislative body of each municipality.
2. Severability: If any provision of the agreement is held to be unenforceable, then it shall be narrowed and enforced to the scope and breadth permitted by law. If any provision of this agreement should be held unenforceable in full, such provision shall be struck and the remainder of the agreement shall remain intact and in force.
3. Counterparts: This agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument and shall for all purposes be deemed to have been made, executed and delivered as of the date of the first written above, irrespective of the time or times when the same or any of the counterparts may be made, executed or delivered.
4. Indemnification: Each of the parties hereto shall indemnify and save harmless the other parties hereto for any liability, claims, demands, suits, judgement's (including attorney's fees and costs), arising from, or related to, or incurred by the interlocal facility and its officers or employees which indemnification and hold harmless shall survive the termination of this agreement or the dissolution of the interlocal facility. Each municipality shall provide adequate insurance to cover such liability and indemnification, and each municipality agrees to waive its right of subrogation as against the other municipality, its officials, members, employees or agents, for claims arising out of, or related to the shared facilities and animal control officer(s). This provision shall survive the termination of this agreement, and in the event of termination, shall remain in effect until all relevant statutes of limitation have expired.

5. Start Date: This agreement shall begin on July 1, 2022 and shall remain in effect for five years unless dissolved in accordance with the terms of this agreement.
6. Dispute Resolution: in the event of a dispute arising under this Agreement, the parties shall attempt to resolve their differences through a meeting of the First Selectmen of each municipality. If such meeting does not resolve the dispute, then all claims, demands, disputes, controversies and differences which may arise under this agreement or between the parties to this Agreement shall be submitted first to the Interlocal Advisory Board for mediation. If mediation is unsuccessful, the parties agree to this Agreement in Superior Court of the State of Connecticut in and for the Judicial District of Litchfield. This Agreement shall be governed by the laws of the State of Connecticut.
7. This Agreement may be amended in writing as approved by the Board of Selectmen and a town meeting in each town; provided, however, any increase in excess of current appropriations shall be approved by the Board of Finance of each town pursuant to the provisions of Connecticut General Statutes, Section 7-348.
8. Interlocal Advisory Board: this Agreement shall be administered by an Interlocal Advisory Board consisting of the First Selectman of each town. The Interlocal Advisory Board shall meet at least once a year. The reasonable expenses of the Interlocal Advisory Board shall be reimbursed equally by Litchfield and Harwinton as part of its annual budget. The Board shall be responsible for:
 - (i) Formulating and proposing any budgets for improvement and repair of the facility, or for payment of any animal control officer(s).
 - (ii) Recommending any proposed amendments to this agreement.
 - (iii) Applying for any state or federal funding as may be available for this project.
9. Notices: All notices under this Agreement shall be sent by certified mail to:

TOWN OF LITCHFIELD c/o First Selectman Town Hall 74 West Street, P.O. Box 488 Litchfield, CT 06759	TOWN OF HARWINTON c/o First Selectman Town Hall 100 Bentley Drive Harwinton, CT 06791
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[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Dated at Litchfield, Connecticut as of this ____ day of _____, 2022.

WITNESSED:

TOWN OF LITCHFIELD

Denise Raap, First Selectman

STATE OF CONNECTICUT

)

) ss: Litchfield

COUNTY OF LITCHFIELD

)

On this the ____ day of _____, 2022, before me, _____, the undersigned officer, personally appeared Denise Raap, First Selectman, of the Town of Litchfield, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court

Notary Public

[seal]

My Commission Expires:

Dated at Harwinton, Connecticut as of this ____ day of _____, 2022.

WITNESSED:

TOWN OF HARWINTON

Michael Criss, First Selectman

STATE OF CONNECTICUT)
) ss: Harwinton
COUNTY OF LITCHFIELD)

On this the ____ day of _____, 2022, before me, _____, the undersigned officer, personally appeared Michael Criss, First Selectman, of the Town of Harwinton, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court
Notary Public
My Commission Expires:

[seal]

BOROUGH/HDC CONSOLIDATION STUDY COMMITTEE

Volunteers to date - 5/27/22

Resolution adopted 5/17/22; 2-Year Terms

<u>Regular Members</u>	<u>Per Resolution</u>	<u>Party Affil.</u>	<u>Address</u>
1. Jonathan Tarrant	BOS	R	17 Goodhouse Rd.
* 2. Bruce Schnitzer	Borough resident	R	89 South Street
3. Cleve Fuessenich	Litchfield resident	R	56 Camp Dutton Rd.
4. Michael Castelli	Litchfield resident	R	84 Wilson Rd.
5. Daniel Parsons	Borough resident	R	26 North Street
6. Leo Paul	Litchfield resident	R	179 Chestnut Hill Rd.
7. Patty Dauten	Bantam resident	R	302 Prospect Mt. Rd.
8. Leslie Caron	Bantam resident	R	59 Cathole Rd.
9. Ty Williams	Bantam resident	U	788 Bantam Rd
10. Pat Iannuzzi	Northfield resident	R	77 McBride Road
11. Ron Leal	Litchfield resident	D	36 Baldwin Hill Rd.

Denise Raap (Ex Officio) non-voting

Alternate Members

- 1.
- 2.

Provision is made by the resolution for a 9-member board, 2 alternate members, with no fewer than 6 from various geographic sections of town. It also includes the First Selectman as Ex Officio, and a member of the Borough Board of Burgesses and a member of the HDC if available.

**will be available for interview at 6/21/22 meeting.*

TOWN OF LITCHFIELD, CT

BOARD OF SELECTMEN

May 3, 2022
Rev. 5/17/22

RESOLUTION ESTABLISHING A BOROUGH/HISTORIC DISTRICT COMMISSION CONSOLIDATION STUDY COMMITTEE

SECTION 1. ESTABLISHMENT: The Board of Selectmen of the Town of Litchfield, acting pursuant to Connecticut General Statutes, Section 7-329, hereby establishes a Borough/Historic District Commission Consolidation Study Committee (hereinafter the "Committee" or the "Study Committee").

SECTION 2. MEMBERSHIP: The Study Committee shall be composed of nine (9) members and two (2) alternate members, all of whom shall be electors of the Town of Litchfield appointed by majority vote of the Board of Selectmen. The membership of the Study Committee shall include a member of the Board of Selectmen, and no fewer than six (6) members from various geographic sections of the Town of Litchfield. The First Selectman shall serve as an ex-officio member. The Committee may include a member of the Borough Board of Burgesses and a member of the Historic District Commission; however, if such Borough and Historic District members are unable or unwilling to so serve, that shall not affect the proceedings, finding(s), or report(s) of the Study Committee.

SECTION 3. APPOINTMENTS, TERM AND VACANCIES: The Board of Selectmen shall appoint the initial members and alternate members upon the adoption of this resolution to serve for a term of two (2) years, commencing with the date of appointment. Vacancies shall be filled by a majority vote of the Board of Selectmen for the remainder of the term. An alternate member shall be designated to act in the absence of a member. Unexcused absence from three (3) consecutive meetings shall constitute a resignation, and upon the Committee declaring the position vacant, the Board of Selectmen may, by a majority vote of said Board, appoint a replacement member or appoint an alternate member to fill the vacancy and then appoint a new alternate. The membership of the Committee shall comply with the requirements of Connecticut General Statutes, Section 9-167a, concerning minority representation.

SECTION 4. MISSION: The mission of the Borough/Historic District Commission Consolidation Study Committee shall be:

- (1) to review all applicable federal statutes, state statutes and consolidation precedents, and Town of Litchfield ordinances as they apply to the termination of a district or borough;
- (2) to determine the advisability and consequences of such consolidation; and
- (3) if consolidation is found to be advisable, to create and recommend a written plan for the consolidation of the Borough of Litchfield and the Historic District Commission into the Town of Litchfield and present such recommended plan to the Board of Selectmen for review.
- (4) If consolidation is found to be unadvisable, to provide the Board of Selectmen with a written report stating the reasons for such a conclusion.

SECTION 5. DUTIES: The Committee shall prepare detailed estimates of the financial impact, both positive and negative, to the taxpayers of the Town and the Borough of Litchfield. Public hearings will be held to receive citizens' opinions and feedback. This Committee shall be advisory in nature. Any recommendation, plan, or findings of the Committee shall not, ipso facto, be binding on the Town of

Litchfield or the Board of Selectmen. The Committee shall conduct its business and approvals by a simple majority of those members present and voting.

SECTION 6. APPLICABLE LAWS: The Committee shall be subject to applicable statutes and ordinances generally governing Town of Litchfield advisory committees, including but not limited to the Freedom of Information Act. The Committee shall keep reasonably complete minutes of its proceedings and timely provide those minutes to the Town Clerk.

TOWN OF LITCHFIELD

TOWN MEETING

May 12, 2022

**ORDINANCE PROHIBITING USE OF CANNABIS AND CANNABIS PRODUCTS ON
TOWN PROPERTY**

Section 1. Authority

This ordinance is adopted pursuant to General Statutes Sections 7-148(c)(7)(H), as amended by Public Act 21-1 (June 2021 Special Session), Section 84, which allows municipalities to regulate activities deemed harmful to public health, including smoking, on municipally-owned or controlled property. Said law further allows a municipality to control smoking of tobacco or cannabis, including cannabis e-cigarette use (i.e., electronic delivery systems and vapor products), as well as and other types of cannabis use or consumption.

Section 2. Amendment to the Code of Ordinances

That the Code of Ordinances of the Town of Litchfield, Connecticut is hereby amended by adding a new chapter, Chapter 17, “Cannabis and Cannabis Products”, which shall read as follows:

“ARTICLE I. DEFINITIONS; CANNABIS USE ON TOWN PROPERTY

Sec. 17-1 Definitions

For purposes of this Chapter, the Town of Litchfield adopts the definitions used in Public Act 21-1 (June 2021 Special Session), Section 1.

Sec. 17-2 Cannabis and Cannabis Product Use Prohibited on Town Property

It shall be unlawful for any person to use cannabis or cannabis-derived products, regardless of form or manner of ingestion, on any property owned or controlled by the Town of Litchfield. This prohibition includes but is not limited to: the lighting or carrying of a lighted cannabis or marijuana cigarette or cigar or pipe, use of a vaping device producing vapor of any cannabis product, or ingestion of a cannabis edible substance. Violation of this section shall be punishable by a fine of \$50.00 per offense.

**Sec. 17-3 Sale, Gift, or Transfer of Cannabis and Cannabis Products on Town
Property Prohibited**

It shall be unlawful for any person, organization, entity, or any other party to sell, give, trade, or in any other way transfer cannabis products of any sort to another person, organization, entity, or other party on property owned or controlled by the Town of Litchfield. Such products include but are not limited to: cannabis or marijuana cigarettes or cigars or pipes, vaping devices and vaping substances, and edible substances. Violation of this section shall be punishable by a fine of \$50.00 per offense.”

Section 3.

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions pursuant to Connecticut General Statutes, §7-157(b).

Adopted by town meeting on May 12, 2022.

Published in _____, on May _____, 2022.

Effective date: _____, 2022.

Recorded in the Litchfield Town Records: Vol. _____, Pg. _____.

MICHAEL D. RYBAK
mdr@litchlaw.com
ANTHONY F. DIPENTIMA*
afd@litchlaw.com
*Of Counsel

MICHAEL D. RYBAK, JR.*
mdrjr@litchlaw.com
*Also Admitted MD and DC

GUION, STEVENS & RYBAK, LLP
ATTORNEYS AT LAW
93 WEST STREET - P.O. BOX 338
LITCHFIELD, CONNECTICUT 06759-0338

860-567-0821
Fax 860-567-0825

H. GIBSON GUION
(1908-1994)
E. SEWARD STEVENS
(1910-1999)

Paralegal:
Mary Ellen D. Holcomb
meh@litchlaw.com

To: Denise Raap, First Selectman

From: Town Attorneys

Re: Cannabis Establishments as a Land Use

Date: 4/28/22

You asked about the procedures by which a municipality may prohibit or regulate cannabis establishments under Public Act 21-1 (June 2021 Special Session) (hereinafter "PA 21-1" or "the Act"). There is a temporary moratorium on cannabis establishments while the Town decides how to proceed.

P.A. 21-1 establishes three avenues for municipal action on cannabis establishments:

- (1) By referendum complying with the requirements of Section 83 of the Act.
- (2) By zoning regulations duly adopted under Section 148 of the Act.
- (3) By local ordinance adopted under Section 148 of the Act.

Each avenue has advantages and disadvantages. A referendum offers the broadest public opinion but costs money. Zoning regulations offer a well-established route to manage land use but involve less public input than a referendum or town meeting. A town meeting offers greater public input than zoning regulations but raises the question of who will enforce the ordinance.

It is important to note that the matter of cannabis establishments is separate from the question of whether the Town will permit cannabis use on municipally owned or controlled property.

Referendum

P.A. 21-1 (June 2021 Special Session), Section 83(a), provides, that upon petition by not less than 10% of the electors of the municipality, lodged with the clerk at least 60 days before the date of any regular election, a vote shall be taken to determine: (1) Whether or not the recreational sale of marijuana shall be permitted in such municipality, or (2) whether the sale of marijuana shall be permitted in such municipality in one or more of the classes of state license.

The ballot must use one of the three questions provided by the General Assembly:

"Shall the sale of recreational marijuana be allowed in the Town of Litchfield?"

"Shall the sale of cannabis under (Specified license or Licenses) be allowed in the Town of Litchfield?"

"Shall the sale of recreational marijuana be prohibited (No Licenses) in the Town of Litchfield?"

No elector can vote for more than one designation. The result takes effect on the first Monday of the month after the election and stays in effect until another vote is taken. The referendum offers broad public input but is limited to the specific questions prescribed by the P.A. 21-1.

The referendum questions chosen by the state do not give guidance as to what comes next. If a referendum legalizes the establishments, it still does not address questions of operation, location, hours, etc. Further action would be needed to establish the rules for such establishments. If the referendum makes the establishments illegal, it still does not establish a fine or the hearing mechanism for violations. Finally, a referendum does not answer the question of which municipal official or commission is enforcing.

Zoning Regulations

P.A. 21-1, Section 148, offers a second method of enacting cannabis land use regulations by zoning. Zoning through the customary regulation adoption process: (1) may prohibit cannabis establishments, or (2) establish reasonable regulations regarding the types of establishments, locations, hours, signage, and (3) restrictions on the proximity of cannabis establishments to certain types of neighboring properties and to each other. A special permit may be required which allows for a site plan, a public hearing on the application, and conditions of approval.

Once the regulations are adopted, the chief zoning official of a municipality must report, in writing, any zoning changes adopted by the municipality regarding cannabis establishments pursuant to this subsection to the Secretary of the Office of Policy and Management and to the Department of Consumer Protection not later than fourteen days after the adoption of such changes. Any Zoning regulations adopted must comply with the list of limitations in Section 148.

Ordinance

Section 148 authorizes municipalities to enact ordinances prohibiting, allowing, or regulating cannabis establishments. The Act is less specific about adoption of ordinances in lieu of zoning regulations or a referendum. Traditionally, ordinances are not a substitute for zoning regulations in a municipality which has adopted zoning. The Act, however, does not specifically limit the use of an ordinance to regulate cannabis establishments to only those towns that have not adopted zoning.

Section 148 does not describe the specific way in which the ordinance must be adopted. Given that not specific method of such adoption is provided, the traditional means of ordinance adoption are

available, namely a town meeting. We recommend that if an ordinance is to be used to regulate cannabis establishments, it must comply with the requirements of Section 148 for any zoning regulations to be adopted.

The ordinance may: (1) prohibit cannabis establishments, or (2) establish reasonable restrictions regarding the types of establishments, locations, hours, signage, and (3) restrictions on the proximity of cannabis establishments to certain types of neighboring properties and to each other.

If an ordinance is adopted, the Town would need to advise Secretary of the Office of Policy and Management and to the Department of Consumer Protection not later than fourteen days after the adoption of such changes in the ordinance.

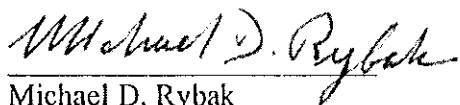
As with the referendum, adopting an ordinance at a town meeting does not necessarily make it clear who would enforce the ordinance. The ordinance would probably need to name which municipal official will enforce.

Town meeting or referendum "advisory vote"

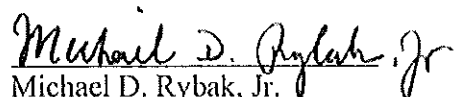
Although the law does not specifically authorize the Board of Selectmen to warn town meetings on advisory questions, if a town meeting is previously warned, e.g., the annual budget meeting, we see no reason why the Selectmen cannot add one of the three questions to the warning for a discussion and "advisory vote" of the residents present at the town meeting. We are not aware of any authority in Sections 83 and 148 which would allow the Board of Selectmen to place an advisory question on the ballot at the November 8 election. The Town Clerk may also wish to pose this question to the Secretary of the State's elections attorneys.

Ultimately the Board of Selectmen and the Planning and Zoning Commission should reach an understanding about how to proceed. There also remains the possibility of a petition originating from a group of the community residents to bring the matter to a referendum. Whichever avenue is chosen, the Town should adhere as closely as possible to the wording of the Act to protect the outcome from legal challenge.

If you have any questions, please feel free to contact us.



Michael D. Rybak
Guion, Stevens & Rybak LLP
Town Attorneys



Michael D. Rybak, Jr.
Guion, Stevens & Rybak LLP
Town Attorneys



Ann Combs <acombs@townoflitchfield.org>

Re: East Litchfield Fire Generator Quote

1 message

Johnathon E. Cattey <jcattey@yahoo.com>

Thu, May 26, 2022 at 9:37 PM

Reply-To: "Johnathon E. Cattey" <jcattey@yahoo.com>

To: SFogarty <sfogarty860@gmail.com>, 1st Selectman <1stselectman@townoflitchfield.org>, Ann Combs <ACombs@townoflitchfield.org>

Cc: John Campbell <campbjf@gmail.com>, Dad <lc11mc@gmail.com>

Ann, please see the below letter explaining the emergency nature of this request for consideration by the Board on their meeting on 06/07. Please feel free to reach out should you or members of the Board have any questions or concerns.

May 26, 2022

To: Board of Selectmen, Town of Litchfield

From: Chief Johnathon Cattey, East Litchfield Fire Co

EMERGENCY FUND REQUEST, ELFD STATION GENERATOR

Dear Members of the Board of Selectmen,

The East Litchfield Fire Company finds itself in immediate need of a replacement standby generator for our fire station. Our current generator which was installed in 1996 has broken and is beyond repair. 2 of the cylinders have no compression and there is aluminum in the oil indicating a hole in both the pistons and extreme damage to the cylinder wall. After having a repair company come look at the generator it was advised to members of the company that the generator was beyond repair and would need to be replaced. Members of the company had identified that the end of life of this unit was approaching and we currently have a Capital Request in FY 25\26 for \$35,000. Unfortunately we are not going to make it until then.

A standby generator just like your house is intended to provide power to the fire station in the event of a power outage. A fire station is a piece of critical public safety infrastructure and needs to have power at all times in the event of an outage. The Generator powers such things as shoreline power to the fire apparatus to keep the batteries on the truck charged as well as numerous things on the apparatus that are charging in the truck such as Thermal Imaging Cameras, 4 Gas Meters for CO calls, Radios, Flashlights, Batteries for the Jaws of Life etc. On our apparatus these only charge when the apparatus is plugged into the shoreline power. Other items of concern that are provided power with the generator are the Well Pump, Septic Pump, Lights, Furnace, Air Bottle Filling Station, Radios and Station Alerting Siren. During an outage members often are at the station for a prolonged time and need to have light, heat and water. In the event of a fire due to modern day cancer risks gear needs to be washed before it can be worn again, without power we would not have the clean water to even hose down the gear or the power to run the washer to septic pump.

Fire stations in recent storms have been charging points for citizens' electronics, and providing water for the majority of the citizens that rely on wells for drinking water as well as warming centers should be outage be

in the winter time. This is a must have item and all Fire Stations in the area have backup generators, as well as LVA and the Litchfield Public Works Facility. This is a must have item to keep the fire company up and running should a large scale prolonged outage happen again. Without power, the company is handicapped in its ability to protect the citizens.

While we hoped to repair this unit, that is not the case. After a long search the company has found a vendor with a unit in stock that can install it as soon as authorized when funding allows. This is a time sensitive issue as we never know when the next storm will hit and we cannot wait to apply for a Seher-Thoss Grant in the Fall. I have spoken to Paul Gibb to see if there are Emergency Management funds available. This is not a feasible option either, as there are grants available, the time required to apply for them as well as training classes to use the grant application program make this a lengthy process.

A unit has been identified as you will see in the attached quote from Tower Generator Systems. This quote provides removal of the old unit, installation of a new unit as well as a new transfer switch as the 26 year old one will not work with the new system. With supply chain issues being what they are these days, finding an in stock unit nearby at a fair price was challenging. The estimate comes in at \$27,448. This being an estimate I am requesting from the Board of Selectmen \$30,000 in emergency funding to replace our unit. While this is slightly higher than the estimate this allows us some room for things to pop up as they do. We will as always strive to do this as efficiently as possible and do not want to have to come back to the Board should costs exceed the estimate.

We at the East Litchfield Fire Company pride ourselves in being fiscally prudent and keeping the best interest of the town and our citizens in mind. With this replacement generator to keep our lights on it will help our members protect and support the community we serve when the power goes out and darkness settles in.

Thank you for your time and consideration. If you have any questions please do not hesitate to reach out to me. Thank You

Johnathon E. Cattey
Fire Chief
East Litchfield Fire Co
JCattey@yahoo.com
(860)405-6668

Johnathon E. Cattey
Fire Chief
East Litchfield Fire Co
(860) 405-6668

On Thursday, May 26, 2022, 12:18:23 PM EDT, Ann Combs <acombs@townoflitchfield.org> wrote:

Thank you, Sean. If this is not considered an emergency, we will need to advertise for 3 sealed bids per the bidding process. If this is an emergency situation (please see attachment excerpt from our bidding policy), we will need a written explanation of the emergency sent to the First Selectman. I have this item listed for consideration on the next Selectmen's

meeting agenda on 6/7 and understand that John Campbell will be here. I see the Tower bid of \$27,448 is within the \$35,000 you had allotted in Capital, earmarked for FY 2025/26.

Ann

On Thu, May 26, 2022 at 11:12 AM SFogarty <sfogarty860@gmail.com> wrote:
Good morning Ann,

I hope this email finds you well and having a good Spring! I wanted to send you over a quote as East Litchfield Fire's generator has broken down beyond repair. Please let myself or the group here know if you have any questions and we'd be happy to catch up on this.

I hope you have a great day!

Thanks,

Sean

--

Sean E. Fogarty
(860)307-9999
SFogarty860@gmail.com

--

Ann Combo

*Administrative Secretary
First Selectman's Office
Town of Litchfield
74 West St.
Litchfield, CT 06759
Phone 860.567.7550
Fax 860.567.7552*



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45K

**TOWN OF LITCHFIELD
PURCHASING AND BIDDING POLICY**

during the course of work lead to a final cost of \$22,000, such contract remains a "\$19,000" contract for purposes of classification in Section I of this Policy because the measure of the contract is its initial, estimated cost. This is because it can be difficult or impossible to know the final value of a contract far in advance as change orders may arise unexpectedly during work.

II. Exception — Emergency Situations

In the case of an emergency, which in the opinion of the department manager, requires immediate acquisition of materials or services, regardless of the level of expenditure, the department manager shall act as necessary to comply with the needs of the emergency. An "emergency" is constituted by exigent circumstances caused by an unforeseen, or sudden and accidental occurrence (regardless of whether manmade or act of God) that overrules the competitive bidding process by requiring immediate remedial action or repair. Thus, notwithstanding the requirements in this *Purchasing and Bidding Policy*, emergency purchases may be made regardless of the amount, provided a written explanation is submitted to the First Selectman the next working day. Emergency orders may be placed in the manner most expedient to addressing the emergency at hand, including by writing, email, internet/website order, or by telephone, but such purchase will still require written explanation the next working day to the First Selectman.

III. Written Records of Correspondence

Records of all correspondence with suppliers concerning purchases or prospective purchases shall be maintained in writing by the department making the purchase. Such records need not include verbatim transcripts of telephone calls but should document the core substance of oral communication with suppliers. The department making the purchase shall submit the written records to the Finance Department promptly if requested by the Director of Finance.

IV. Town Reserves Right to Reject Bids

The Town of Litchfield reserves the right to reject any and all quotes or bids deemed not to be in the best interest of the Town and to waive any defects or informalities in a bid or proposal. Where all bids are rejected, the Town reserves the right to call a re-bid.

V. Advertisement of Request

Advertisement of a Request for Bid, Quotation, Proposal, or Qualification. Notification of a bid request, depending on the amount of the estimated purchase to be made, may include notice on the official Town of Litchfield website, publication on the State of Connecticut (DAS) web site, in a newspaper having general circulation within the Town of Litchfield, and/or any other publication as deemed appropriate by the Purchasing Department or End User Department, as consistent with the policy above.

For purchases of more than \$20,000, at least five (5) calendar days shall intervene between the last day of publication and the final date for submitting bids.



TOWER Tower Generator Systems, LLC
GENERATOR

20A Canton Springs Road
Canton, CT 06019-0019
Work-(860)-693-2975
Fax-(860)-693-6825
TowerGenerator.com

Estimate

DATE	ESTIMATE NO.
5/13/2022	22-72

NAME / ADDRESS
East Litchfield Volunteer Fire Co. 365 East Litchfield Rd Litchfield, CT 06759

DESCRIPTION	PROJECT		
	Emergency Gen.Replacement		
	QTY	COST	TOTAL
We are pleased to quote you on a new replacement Emergency Generator Replacement for the East Litchfield Fire Department. We propose the installation of a Cummins Power Generation C25 N6 rated at 25 KW, 120/240 Volt-1 phase, for operation on Propane Gas. This system includes the following: Cummins QSJ2.4 Heavy Duty, Low Emissions, Propane Gas Engine with: Level I Sound Housing Rated at 68.6 dBA @ 23'-Quiet Operation 125 Amp Mainline Circuit breaker Electronic Voltage Regulation & Electronic Governor for safe/precise power output Flexible Fuel Lines Lube, Oil and Antifreeze Factory Testing Engine starting batteries-lead acid type Battery Rack & Cables One (1) 525 CCA, Lead Acid Starting Battery-Largest that will fit Battery Charging Alternator 3-Stage Float Type Battery Charger Critical exhaust silencer, mounted Stainless Steel exhaust flex 1000 Watt Engine jacket water heater Engine mounted radiator and fan Structural steel base rails Two (2) Year Warranty Standard Onan PCC 1.1 Control Panel featuring a microprocessor based digital control system with the following: Analog engine running counter			
Total			



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TowerGenerator.com

Estimate

DATE	ESTIMATE NO.
5/13/2022	22-72

NAME / ADDRESS
East Litchfield Volunteer Fire Co. 365 East Litchfield Rd Litchfield, CT 06759

DESCRIPTION	PROJECT		
	Emergency Gen.Replacement		
	QTY	COST	TOTAL
Common Fault alarm for: Low oil pressure shutdown High engine temperature shutdown Low coolant level shutdown Overspeed shutdown Fail to crank shutdown Overcrank shutdown Manual On/Off/Auto Switch Control Functions including: Time Delay Start Time Delay Cooldown Cyclic Cranking One (1) new 200 Amp rated, ASCO 300 Series, 120/240 Volt-1 phase, Nema 1 enclosure, Automatic Transfer Switch (ATS), with the following: Adjustable undervoltage sensors with dropout time delay Start contacts Control mode status indicators Adjustable solid state time delays on: Start 0-10 seconds Transfer 0-300 seconds Retransfer 0-30 minutes Stop 0-30 minutes Neutral bar, Switch position lights, Source available lights Two sets of mainshaft auxiliary contacts Programmable Exercise clock and event log(11BE) Warranty is 18 Months			
Total			



TOWER Generator Systems, LLC
GENERATOR

20A Canton Springs Road
Canton, CT 06019-0019
Work-(860)-693-2975
Fax-(860)-693-6825
TowerGenerator.com

Estimate

DATE	ESTIMATE NO.
5/13/2022	22-72

NAME / ADDRESS
East Litchfield Volunteer Fire Co. 365 East Litchfield Rd Litchfield, CT 06759

DESCRIPTION	PROJECT		
	Emergency Gen.Replacement		
	QTY	COST	TOTAL
COMPLETE INSTALLATION INCLUDES:			
Provide and Install NFPA 110 Compliant Emergency Generator System			
Procure Litchfield Permits & Inspections for electrical installation & generator			
Locate generator at the same location as old one			
Disconnect Power, Control and Accessory wiring to old generator			
Disconnect gas piping to generator			
Deliver generator to site, rig out and remove old generator and dispose of			
Rig new generator from trailer and set on concrete pad			
Bolt down new generator to existing concrete pad			
Extend existing copper feeders to new generator			
Remove existing DC controls			
Perform shutdown, remove old WINCO ATS & install new ASCO 300 Series ATS			
Rewire new ATS in existing Line & Load Feeders			
Install battery and wire in 120 volt 3-Stage Float Type Battery Charger			
Install and wire in 120 volt power for block heater.			
Coordinate and install complete Propane Gas installation			
Install Annunciator in a conspicuous location			
Perform required Load bank test per NFPA 110 requirements			
Perform Factory Authorized Cummins Power Generation Startup Service to validate 2 year parts and labor Warranty			
Cummins Power Generation C25 N6, 25 KW Emergency Generator, ASCO 200 amp Transfer switch, & all labor and materials to complete job per above specifications.	1	26,580.00	26,580.00
Propane installation including new secondary regulator, black iron pipe and fittings, shut-off valve, labor, leak test and gas flex to generator. Pipe will be painted upon completion.	1	868.00	868.00
Total			



Tower Generator Systems, LLC

20A Canton Springs Road
Canton, CT 06019-0019
Work-(860)-693-2975
Fax-(860)-693-6825
TowerGenerator.com

Estimate

DATE	ESTIMATE NO.
5/13/2022	22-72

NAME / ADDRESS
East Litchfield Volunteer Fire Co. 365 East Litchfield Rd Litchfield, CT 06759

PROJECT			
Emergency Gen.Replacement			
DESCRIPTION	QTY	COST	TOTAL
NOTES: Payment Terms: Purchase Order and signed estimate. Balance Due on the day of start up. Generator and ATS are in stock as of 5/13/22. Any zoning permits are not included with this quotation Sales tax is included. To accept this proposal, sign the bottom of each page and email back with your deposit, Thank You Sales Tax Applies, see details in Quotation.			
			0.00
		0.00%	0.00
Total			\$27,448.00



TOWN OF LITCHFIELD
PUBLIC WORKS DEPARTMENT
101 RUSSELL STREET, LITCHFIELD, CT 06759
OFFICE: (860) 567-7575 FAX: (860) 567-7578
EMAIL: ralexe@townoflitchfield.org

Memo

To: Erich Marriott, Chairman

From: Raz Alexe, P.E., Director Public Works 

Date: May 27, 2022

RE: Community Connectivity Grant – approval to proceed with the appropriation of funds for the White’s Woods Road parking project

CC: BOF Agenda
Denise Raap, First Selectman
File

I hereby request approval from the BOF to send this Grant funded 100% by the CTDOT to a Town meeting to be added as a line item in the FY 22/23 CIP. This authorization is to ratify and confirm action previously taken by town officials in furtherance of the project – Parking areas for White’s Wood Road in the proximity of pedestrian and bicycling trails.

The attached documentation includes;

- Project Authorization Letter (PAL) by CTDOT
- CTDOT’s approval of the bids and Town recommendation
- Executed contract with the approved bidder.



Raz Alexe <ralexe@townoflitchfield.org>

Re: Project Authorization Letter_Town of Litchfield_Community Connectivity Grant for the Construction of White's Woods Road parking and road improvements in the proximity of pedestrian and bicycling trails (Litchfield Community Greenway Trails Project)

1 message

1st Selectman <1stselectman@townoflitchfield.org>

Tue, Apr 5, 2022 at 1:58 PM

To: anna.bergeron@ct.gov

Cc: Raz Alexe <RAlexe@townoflitchfield.org>, Bibi.Ali@ct.gov

Subject: Project Authorization Letter

Community Connectivity Grant for the Construction of White's Woods Road parking
and road improvements in the proximity of pedestrian and bicycling trails (Litchfield
Community Greenway Trails Project)

State Project No. 0170-3513

Federal-Aid Project No. N/A

DUNS No. 093609519

Master Agreement No. 5.09-02(13)

CORE ID No. 13DOT0278AA

Town of Litchfield

Attention: Anna Bergeron, Project Manager

As requested, I have attached the signed PAL for the State Project referenced in the Subject.

Please acknowledge receipt of this email.

Thank you,

Denise Raap

Litchfield First Selectman

(860) 567-7550

email: Draap@townoflitchfield.org

On Fri, Apr 1, 2022 at 2:54 PM Ali, Bibi N. <Bibi.Ali@ct.gov> wrote:

Dear First Selectwoman Raap,

Please find attached the Project Authorization Letter (PAL) for the Town of Litchfield Community Connectivity Grant project. Please review, sign, and return a copy, via email, to the Project Manager listed on or before April 29, 2022, or me.

Subject: Project Authorization Letter

Community Connectivity Grant for the Construction of White's Woods Road parking
and road improvements in the proximity of pedestrian and bicycling trails (Litchfield
Community Greenway Trails Project)

State Project No. 0170-3513

Federal-Aid Project No. N/A

DUNS No. 093609519

Master Agreement No. 5.09-02(13)

CORE ID No. 13DOT0278AA

Town of Litchfield

Let us know if you have questions/concerns or need additional information.

Thank you,

Bibi

Bibi N. Ali

(She, Her, Hers)

Administrative Assistant to Robert E. Bell, Director

Bureau of Policy and Planning

Office of Strategic Planning & Projects

Office of Environmental Planning

Connecticut Department of Transportation

2800 Berlin Turnpike

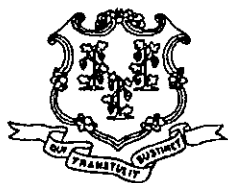
Newington, CT 06131-7546

☎ Direct: (860) 594-2133

✉ Bibi.Ali@ct.gov

📞 via Microsoft TEAMS

📎 DOC040522.pdf
329K



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2140

March 25, 2022

Honorable Denise Raap
First Selectwoman
Town of Litchfield
74 West Street
Litchfield, CT 06759

Dear First Selectwoman Raap,

Subject: Project Authorization Letter

Community Connectivity Grant for the Construction of White's Woods Road parking and road improvements in the proximity of pedestrian and bicycling trails (Litchfield Community Greenway Trails Project).

State Project No. 0170-3513

Federal-Aid Project No. N/A

DUNS No. 093609519

Master Agreement No. 5.09-02(13)

CORE ID No. 13DOT0278AA

Town of Litchfield

On June 4, 2013, the State of Connecticut Department of Transportation (DOT) and the Town of Litchfield entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The construction project will provide for the installation of multiple asphalt parking lots pavement striping, and landscaping, to improve bicycle and pedestrian mobility.

Funding for the Construction Project is provided under the Community Connectivity program. This project has a one hundred percent (100%) State participation ratio. Payment will be on a grant basis. The maximum grant payment to the Municipality under this PAL is Three Hundred Ninety-nine Thousand Thirty-Three Dollars (\$399,033). Enclosed is an estimated engineering cost break down for Construction Project activities. A Demand Deposit in the amount of Zero Dollars (\$0) is due to the DOT.

Upon completion of the project, the Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Project to the satisfaction of the DOT.

March 25, 2022

Please note that the Municipality must fully document all project expenditures made against the grant such that they can be verified as being directly attributable to the CCGP project/grant. This information will help facilitate the municipal State Single Audit(s) and the project/grant closeout performed by the Department upon project completion. Failure to properly document all grant expenditures may result in grant funds needing to be returned to the State.

Please indicate your concurrence with the PAL by signing below on or before April 29, 2022, and returning a copy to the Project Manager listed below. **Submission of the Written Acknowledgement of the PAL by electronic transmission is preferred.** The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Anna Bergeron, at (860) 594-2140 or at Anna.Bergeron@ct.gov.

Very truly yours,

Kimberly Lesay

Digitally signed by Kimberly Lesay
DN: cn=Kimberly Lesay, o=Connecticut Department of
Transportation, ou=Bureau Chief of Policy & Planning,
email=kimberly.lesay@ct.gov, c=US
Date: 2022.03.30 15:25:00-0400

Kimberly C. Lesay
Bureau Chief
Bureau of Policy & Planning

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: Denise Raap Date 4/5/2022
Honorable Denise Raap
First Selectwoman

Anna Bergeron/amb

PAL ATTACHMENT
Breakdown of Community Connectivity Grant Payment Amount
For
State Project No. 0170-3513GR
Town of Litchfield

A.	Total Estimated Project Construction Cost	\$229,238
B.	Total Grant Amount Awarded to Municipality	\$399,033
C.	Payment to Be Issued To Municipality Under This PAL (Must be equal or less than line B)	\$399,033
D.	Anticipated Balance of Grant Awarded to Municipality (B minus A)	\$169,795
E.	Estimated Costs Over the Grant Award Amount That Shall Be the Responsibility of the Municipality (If B is less than A)	\$0



Raz Alexe <ralexe@townoflitchfield.org>

**RE: Town of Litchfield Final Design Submission package - State Project No. 0170-3513
Community Connectivity Grant Project**

1 message

Champagne, William A. <William.Champagne@ct.gov>

Tue, Mar 15, 2022 at 9:27 AM

To: Raz Alexe <RAlexe@townoflitchfield.org>

Cc: "Lesay, Kimberly C" <Kimberly.Lesay@ct.gov>, "Bell, Robert E." <Robert.E.Bell@ct.gov>, "Elder, David C" <David.Elder@ct.gov>, "Babowicz, Craig J" <Craig.Babowicz@ct.gov>, "Bergeron, Anna" <Anna.Bergeron@ct.gov>, "Bingham, Alvin" <Alvin.Bingham@ct.gov>, "Murray, James M" <James.Murray@ct.gov>

Good Morning Raz,

The Department has reviewed the bid information for the Community Greenway Trails Project and hereby authorizes the Town of Litchfield to award the project to the apparent low bidder, Alibozak Construction LLC for \$229,238.00.

This authorization is subject to general conditions including, but not limited to, the following:

1.
The Municipality is responsible for all construction activities for the project. The project is to be administered by the Municipality in accordance with the Community Connectivity Grant Program (CCGP) Project Administration Guide, dated February 2021 (as may be revised), as applicable. This guide is available on the Community Connectivity web page at

CT Connectivity CCGP
2.
The Municipality is responsible for providing construction inspection and materials testing services, as well as design services during construction for the project, as may be required.
3.
Upon completion and acceptance of the project, the Municipality must notify the Department and forward a Final Package Submission with the required documentation, as defined in the CCGP guide.
4.
The Municipality shall comply with the terms and conditions set forth in the previously accepted Commitment to Fund letter and forthcoming Project Authorization Letter (PAL), which will be prepared by the Department and forwarded to the Municipality for signature.
5.
An upfront payment will be made for the full grant amount of \$399,033.00. Any eligible cost overruns associated with the construction of this project, in excess of the low bid amount authorized above, may be paid for using grant funds up to the awarded amount with prior approval from the Department. However, this grant payment is capped such that any costs above the awarded amount are the responsibility of the Municipality in accordance with the CCGP guidelines.

Please be reminded of the following:

- That the Municipality must fully document all project expenditures made against the grant such that they can be verified as being directly attributable to the CCGP project/grant. This information will help facilitate the municipal State Single Audit(s) and the project/grant closeout performed by the Department upon project completion. Failure to properly document all grant expenditures may result in grant funds having to be returned to the State.

- That this contract is subject to State set-aside and contract compliance requirements which were enacted under Public Act 15-5 and became effective October 1, 2015. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. The Municipality must comply with these requirements, as applicable, relative to the award of the contract. Further information can be found on the CHRO web page at www.ct.gov/chro. Questions regarding the requirements are to be directed to CHRO at (860) 541-3400.

Should you have any questions regarding this Authorization to Award, please contact the Project Manager Anna Bergeron, at (860) 594-2140.

From: Raz Alexe <RAlexe@townoflitchfield.org>

Sent: Friday, March 11, 2022 1:19 PM

To: Champagne, William A. <William.Champagne@ct.gov>

Cc: Babowicz, Craig J <Craig.Babowicz@ct.gov>; Zapatka, Patrick J <Patrick.Zapatka@ct.gov>; Bergeron, Anna <Anna.Bergeron@ct.gov>

Subject: Re: Town of Litchfield Final Design Submission package - State Project No. 0170-3513 Community Connectivity Grant Project

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Dear Mr. Champagne,

Please find attached the letter of recommendation and the tabulated summary for this project.

Let us know if anything else is needed or have any questions or concerns with this recommendation. We are looking forward to the authorization to award the contract.

Thank you,

Raz Alexe, P.E.

Public Works Director & Town Engineer

Tree Warden

101 Russell Street

Litchfield, CT 06759

AGREEMENT

THIS AGREEMENT, made this 28TH day of MARCH, 2022, by and between the TOWN OF LITCHFIELD, hereinafter called the "OWNER", acting through its PUBLIC WORKS DEPARTMENT,

and, ALIBOZAK CONSTRUCTION, LLC (a corporation)

of GOSHEN, County of LITCHFIELD and

State of CONNECTICUT, hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONSTRUCTION OF THREE (3) PARKING LOTS ALONG GREENWAY

COMMUNITY TRAILS including addenda thereto, dated 2/01/2022, being nos. _____ as further described in the Proposal for Construction submitted by the CONTRACTOR, dated 2/24/2022 and all documents included therein by reference; hereinafter called the "Project" for the sum of TWO HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$ 229,238.00) and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract.

The "Contract" shall consist of the following contract documents:

- a. This Agreement.
- b. The Advertisement for Bids.
- c. The Information for Bidders.
- d. The Proposal.
- e. The General Conditions.
- f. The Special Conditions.
- g. The Technical Conditions.
- h. The Contract Drawings, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof.
- i. The Specifications and Contract Documents.

all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract. If there is any inconsistency between the provisions of this Agreement and any of the other contract documents, the provisions of this Agreement shall prevail.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project

within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

The CONTRACTOR shall indemnify and save harmless the OWNER and the ENGINEER as specified in the Special Conditions.

Any claim between the OWNER and CONTRACTOR, shall be resolved as follows:

Prior to the initiation of formal dispute resolution proceedings, the claiming party shall submit a written demand for a conference to be attended by those parties involved in the Project that are reasonably necessary for the resolution of the dispute. Such meeting shall be held within fifteen (15) days of the demand at the offices of the OWNER. Each party requested to attend this conference shall send an authorized representative who has authority to make decisions necessary to resolve the dispute.

If the conference fails to lead to a resolution of the claim or dispute, then the OWNER may submit a written demand to proceed to mediation and the OWNER and CONTRACTOR agree to participate in good faith in the mediation process. Mediation shall commence within forty-five (45) days of the initial demand to mediate and shall be arranged through the American Arbitration Association or any other recognized dispute resolution organization in the State of Connecticut. The costs of mediation (excluding individual legal fees) shall be shared equally.

In the event the OWNER does not elect to proceed to mediation, then all claims, counter-claims, disputes and other matters in question between the OWNER and CONTRACTOR arising out of this Contract or the breach thereof will be decided by arbitration or in a court of competent jurisdiction within the district in which the OWNER is located, as determined by the OWNER. In any such action, the prevailing party shall be entitled to recover its costs and reasonable fees of experts and attorneys.

Notwithstanding the existence of a dispute, the CONTRACTOR shall continue to carry on the Work and maintain the progress schedule set forth in the Contract unless the OWNER elects to terminate the Work in accordance with the Contract or the parties mutually agree in writing to suspend Work while the dispute is pending.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: Denise Raap 3/28/2022 (Corporate Seal)

BY: DENISE RAAP TITLE: FIRST SHERIDMAN

ATTEST: [Signature]

CONTRACTOR: Alibazak Construction, LLC (Corporate Seal)

BY: [Signature] TITLE: Managing Member

ATTEST:



TOWN OF LITCHFIELD
PUBLIC WORKS DEPARTMENT
101 RUSSELL STREET, LITCHFIELD, CT 06759
OFFICE: (860) 567-7575 FAX: (860) 567-7578
EMAIL: ralexe@townoflitchfield.org

Memo

To: Mr. William Champagne,
Project Coordinator Unit
Bureau of Policy and Planning, CTDOT

From: Raz Alexe, P.E. PWD

Date: March 11, 2022

RE: State Project No. 0170-3513, Community Connectivity Grant

CC: BOS Agenda, Anna.Bergeron@ct.gov, Patrick.Zapatka@ct.gov,
Craig.Babowicz@ct.gov,

Dear Mr. Champagne,

Town of Litchfield town Engineer's office has completed its review of the bid packages submitted to the Town for the Three (3) parking lots along Whites Woods Rd. A total of seven (7) bids were submitted for the project. A spreadsheet with the tabulated bids is enclosed. The bids ranged from a low bid of \$229,238.00 to a high bid of \$695,204.61. The three low bidders were:

Alibozak Construction LLC	\$229,238.00
Martin Laviero, Inc.	\$294,150.00
Black & Warner Construction Co., Inc.	\$375,546.00

We have checked the apparent low bid for completeness and have found no omissions from their submission. We also have checked their references. Based upon these references and our past experience in working with the apparent low bidder, we believe they will be capable of satisfactorily performing the work required by the contract in a timely and responsive manner.

We hereby recommend that the Town of Litchfield award the contract of the above referenced project to Alibozak Construction LLC.

If you have any questions or need anything else, please do not hesitate to call.

Respectfully,

Raz Alexe, P.E.
Town Engineer / Director Public Works

**TOWN OF LITCHFIELD
SPECIAL TOWN MEETING
_____, 2022**

**ORDINANCE AUTHORIZING ADOPTION OF A PARKING POLICY AND
ESTABLISHING PENALTIES FOR VIOLATIONS**

Section 1. Authority.

This ordinance is adopted pursuant to Connecticut General Statutes Sections 7-148(c)(6)(C); 7-148(c)(7)(B); 7-148(c)(7)(H)(xii); and 14-307.

Section 2. Amendments to Code of Ordinances.

The Code of Ordinances of the Town of Litchfield, Chapter 9 “Motor Vehicles and Traffic”, Article II “Parking, Stopping and Standing”, Division 1 “Generally”, is hereby amended to add new Section 9-22 “Parking Policy; Violation and Penalty” as follows:

“Sec. 9-22. Parking Policy; Violation and Penalty

“The board of selectmen is hereby authorized, as may be necessary and advisable for the safety of visitors and inhabitants of the town, to adopt a Parking Policy establishing and regulating reserved parking spaces by permit for automobiles, motorcycles, and other motor vehicles in one or more municipal parking lot(s). Violation of such Policy, including but not limited to violation of a privately reserved parking space, shall be deemed guilty of a violation of this Section 9-22, and therefore an offense to be punished by a fine of an amount set by the Parking Policy, which shall not exceed \$100.00 per offense. Each day of such violation shall constitute a separate offense. Citations and hearings under this Section 9-22 shall be conducted pursuant to Section 7-152c of the General Statutes.”

Section 3. Effective Date.

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions in accordance with Connecticut General Statutes §7-157(b).

Adopted by town meeting on _____, _____, 2022.

Published in the _____, on _____, _____, 2022.

Effective date: _____, 2022.

Recorded in the Litchfield Town Records: Vol. _____, Pg. _____.

**NOTICE OF SPECIAL TOWN MEETING
TOWN OF LITCHFIELD
TO BE HELD JUNE 22, 2022**

Notice is hereby given to the electors of the town of Litchfield and those qualified taxpayers lawfully entitled to vote in Litchfield Town Meetings pursuant to Section 7-6 of the Connecticut General Statutes that a Special Town Meeting will be convened on June 22, 2022, at 7:00 p.m. at the Litchfield Intermediate School, 35 Plumb Hill Road, Litchfield, CT for the following purposes:

- I. To approve an agreement with USA Hauling & Recycling, Inc. for municipal solid waste disposal and recycling services
- II. To approve a lease with the White Memorial Foundation, Inc. for land on Route 63 (South Plains) in Litchfield
- III. To adopt an amendment to the Litchfield Code of Ordinances Re Chapter 4, "Animals", Section 4-1 "Redemption of Impounded Dogs; Fee"
- IV. To adopt an interlocal agreement with Town of Harwinton to share an animal control facility and animal control officer
- V. To approve proceeding with the appropriation of funds for the White Woods Road parking project funded by the CT Department of Transportation Community Connectivity Grant
- VI. To adopt an ordinance authorizing the Board of Selectmen to adopt a Litchfield parking permit policy
- VII. To approve the Plumb Hill Playing Fields Sublease Agreement
- VIII. To approve \$30,000 from the American Rescue Plan Act funds for the Economic Development Commission
- IX. To approve \$10,000 from the American Rescue Plan Act funds for the CHORE Service
- X. To approve \$30,000 from the American Rescue Plan Act funds for Park & Recreation Department expanded programming
- XI. To approve \$5,000 from the American Rescue Plan Act funds for Litchfield Arts Council

Copies of the above documents are available for public inspection in the First Selectmen's Office or on the town's website at: <https://www.townoflitchfield.org/>

Dated at Litchfield, Connecticut this 7th day of June, 2022.

Denise Raap

Jodiann Tenney

Jonathan Tarrant

Christine Harding

Jeffrey Zullo

**THE BOARD OF SELECTMEN
TOWN OF LITCHFIELD**

Any persons requiring special assistance should contact First Selectman Denise Raap between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday at 860-567-7550.