

**SPECIAL TOWN MEETING
JUNE 22, 2022
TOWN OF LITCHFIELD**

A Special Town Meeting of the Town of Litchfield was held on Wednesday, June 22, 2022 at the Litchfield Intermediate School. There were approximately 117 people present. First Selectman, Denise Raap, called the meeting to order at 7:07 p.m.

Motion was made by Jeffrey Zullo and seconded by Jonathan Tarrant that Cleve Fuessenich serve as Moderator. Motion was made and seconded to close nominations. It was then so voted unanimously that Cleve Fuessenich preside as Moderator.

The Moderator read the posting certificate and it is attached to these minutes as Exhibit A.

The Moderator stated that those eligible to vote at Town Meetings are (i) any person who is an elector of the Town of Litchfield and (ii) any citizen eighteen years of age or more who, jointly or severally, is liable to the Town of Litchfield for taxes assessed against him or her on an assessment of not less than One Thousand dollars on the last completed grand list of the Town, or who would be so liable if not entitled to an exemption under subdivision (17), (19), (22), (23), (25) or (26) of Section 12-81 of the General Statutes.

The Moderator requested that those making public comments please stand, state their name & address, and limit comments to no more than 3 minutes.

Motion was made by J. Tarrant to waive the reading of the Call, seconded by J. Zullo. The motion passed unanimously. A copy was made available to all those in attendance and is attached as Exhibit B.

The Moderator read Item I: To approve an agreement with USA Hauling & Recycling, Inc. for municipal solid waste disposal and recycling services

A copy of the agreement was made available to those in attendance. Motion to approve Item I was made by J. Zullo, seconded by J. Tarrant. D. Raap explained that the contract with MIRA dated 11/16/2012 began at \$60 per ton and has gone up every year and is now \$105 per ton. No towns are willing to support \$330 million dollars in upgrades needed and towns are opting out. They are now bringing our waste to other states. This agreement with USA Hauling begins at \$105 per ton going up to \$128 per ton over this five year contract. Waste disposal is local. J. Zullo commented that this is the highest town expense and the BOS is working with the SMART committee to support more recycling and composting at the recycling center. This contract begins July 1st. D. Raap said that MIRA is de-commissioning. Residents pay garbage companies only for curbside pick-up and the Town is charged for disposal of waste, per tonnage, that is than paid with taxpayers' money. John Baker moved the question, seconded by Steve Ardussi. There was no discussion. All voted in favor of approving this agreement, with the exception of one nay vote and one abstention. The Moderator declared the motion carried.

The Moderator read Item II: To approve a lease with White Memorial Foundation, Inc. for land on Route 63 (South Plains) in Litchfield

Motion to approve lease was made by J. Zullo and seconded by J. Tarrant. A copy of the lease agreement was made available to those in attendance. D. Raap explained that this was for the town use of the soccer fields on Route 63. The current lease expired the end of May, 2022, and this is a five year extension of the current lease. There was no discussion. David Wilson moved the question, seconded by J. Baker. All voted

in favor of approving said lease with the exception of one Nay vote. The Moderator declared the motion carried.

The Moderator read Item III: To adopt an amendment to the Litchfield Code of Ordinances Re Chapter 4, "Animals", Section 4-1 "Redemption of Impounded Dogs; Fee"

A copy of the proposed ordinance was made available to those in attendance and is attached as Exhibit C. Motion to approve Item III was made by J. Zullo, seconded by J. Tarrant. D. Raap explained that the Town of Litchfield partnered with the City of Torrington and Town of Goshen for ten years. Due to the hope of partnering with the Town of Harwinton, this ordinance was necessary. There was no discussion. D. Wilson moved the question, seconded by J. Baker. All voted in favor of adopting this amendment with the exception of one nay vote. The Moderator declared the motion carried.

The Moderator read Item IV: To adopt an interlocal agreement with Town of Harwinton to share an animal control facility and animal control officer

Motion to approve Item IV was made by J. Zullo, seconded by J. Tarrant. A copy of the agreement was made available to those in attendance. D. Raap explained that the Town of Litchfield had been paying the City of Torrington \$60,000 per year under the past agreement. After exploring options it was found that the Town of Harwinton was willing to share their ACO officer and use of facility for \$16,000 per year for the next five years. Stephen Simonin moved the question, seconded by Erich Marriott. There was no discussion. All then voted in favor to adopt said agreement with the exception of one nay vote. The Moderator declared the motion carried.

The Moderator read Item 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

A copy of the project authorization letter was made available to those in attendance and is attached as Exhibit D. Motion to approve Item V was made by J. Zullo, seconded by J. Tarrant. D. Raap explained that Raz Alexe, Public Works Director, has secured a \$399,000 grant from the State to build three parking areas that will offer safe, off road parking and asked R. Alexe to comment on the project. He explained that this is long overdue in terms of safe parking in the area. Part of the reason this 100% grant was approved by the State is the plan to link all trails, including the Greenway. Very few trees will need to be removed and White Memorial will mark them as such. Margaret Hunt asked what type of surface material will be used and he answered only permeable gravel will be used. Gayle Carr questioned the answer citing that the Project Authorization Letter from the State stated that parking areas would be made of asphalt. R. Alexe assured the public that there would be no asphalt used, that White Memorial would not have approved the use of asphalt as areas must blend naturally with the environment; wood from fallen trees will be milled and used and signs will loosely mimic state forest signs. They want the areas to be as sustainable as possible. D. Raap said that the State of CT incorrectly stated in the letter that asphalt would be used. B. Gibney was confused stating that the official authorization letter from the State appears to be an official agreement bearing the signature of the First Selectman and asked if the letter then means nothing. R. Alexe said yes and explained that the letter was the final process with which the Town is allowed to make appropriations. Once there is approval, moving forward, everything is the Town's responsibility. After the State approved the project the rest falls on the Town. He has documents supported by the State showing the use of gravel and not asphalt. J. Baker moved the question, seconded by J. Tarrant. All then voted in favor to approve Item V, with the exception of 1 abstention. The Moderator declared the motion carried.

The Moderator read Item VI: To adopt an ordinance authorizing the Board of Selectmen to adopt a Litchfield parking permit policy

A copy of the ordinance was available to those in attendance and is attached as Exhibit E. J. Zullo motioned to adopt said ordinance, seconded by J. Tarrant. D. Raap explained that the Preservation Trust, current owners of 15 West Street, needed to know that 20 parking spots could be reserved for the Boutique Hotel going into the old courthouse. In order to secure a \$10,000,000 loan the developers needed to prove to their lender that they secured parking for hotel guests. The owners and tenants of abutting properties would have the option of paying for reserved parking as well. Cost would be \$50 per spot for overnight parking or \$100 per spot per year and permits would expire at the end of each year. Richard Quay, speaking on behalf of the Greater Litchfield Preservation Trust, explained that this was critical to the financing of the developers. The Town Attorney's opinion to create policy by ordinance was the fairest way to do this. J. Zullo said that the Board of Selectmen needs to be able to provide policy to any participant and added that the Preservation Trust owns 17 spots in the municipal parking lot. Much discussion followed and the following questions and concerns were addressed.

Miriam Maloney: Many apartments are over the businesses and tenants, many of them young people, need to be able to afford to park, visitors will need to park, this will have a poor impact on the Town. D. Raap responded that this will only affect reserved spots and stated there has never been a problem finding parking there. Kristen Orr asked how many spots there were and R. Alexe responded approximately 60-70 but did not have exact amount. Steve Ardussi stated we should know the number of spots, that this was dramatic over-kill, the Trust owns 17 spots already-just put up 3 more signs with no ordinance. J. Zullo commented that this would be no cost to the Town but would create revenue. Policy was needed to be fair to all. Peter Dauten commented that someone could buy all the spots for \$7,000. D. Raap replied the number of spots would be available to owners of abutting properties based on the square footage of the building. This is not in the ordinance but would be in policy. Kim D'andrea works in town, it is not ideal parking in lot, it is a problem with mail trucks, deliveries, and only one way in and out, lighting is horrible, snow plowing is bad, the sidewalks are often blocked, it is already a bad situation. J. Zullo explained that the parking lot will be re-designed, walls will be re-done, an additional entrance would be created, islands will be re-done to make it safer, dumpsters will be moved and fenced in with limited access, the plan is underway. D. Raap commented that she has contacted Eversource, who is responsible for the lighting, and they will be replacing bulbs. Wilma Joas asked if all the spots become reserved, at the discretion of the Board of Selectmen, then where would they expect people to park? Matt Tobin commented that this would give the BOS too much authority, this ordinance gives too much control to the BOS to allocate spots, that someone could conceivable reserve spots and then sell them, he agreed to the putting up of signs without making more rules and regulations. J. Zullo said there would be no purchasing of spots, this would be a limited permit process. M. Tobin stated the ordinance was written only to give the hotel what they need at taxpayer expense. Town Attorney Michael Rybak explained this was a two-step process, first the ordinance which would then allow the BOS to set necessary policy for rules and regulations. The BOS has no authority to give just one owner reserved spaces, this ordinance would allow the BOS to adopt policy and a process will be needed if another business wanted reserved space. Parking owned by the Preservation Trust is behind 29 West Street and they leased it to the Town back in the fifties. They reserve the right to reclaim the space. There is an agreement for shared use with the tenants of that building. Technically the Trust could rope off the area that they own. This process allows space to be given to the hotel while being fair to others. Leslie Caron asked if 20 spaces are reserved for hotel will they limit spaces for permits and reserved spots for the public? How can they be sure there will be parking available for the public? D. Raap stated she would make sure there was always parking available. Unknown resident commented that this was too expansive and that the hotel financing was not our problem. David Marchand added that this will totally change the character of the Town which will be horrible. John Cox asked how this will be enforced. D. Raap said the Police will enforce this. Unknown resident asked D. Raap, as owner of the Village Restaurant building, what her square footage was and how many spots she would be able to reserve. She responded she would be able to reserve six spots but did not intend to do so. She

has 12 employees, 2 apartments, & restaurant customers that easily take up 20 spots now and no one has ever had trouble finding parking. She did not believe other business owners would reserve spots. J. Zullo stated that the Hotel has leased off-site parking from St. Anthony's Church for their employees. Michelle Murelli reiterated that this would only allow for overnight parking, not day time parking, and stated that there was plenty of parking there at night. B. Gibney asked how D. Raap could be confident that no other business owners would want to purchase these cheap spots as he doesn't believe that. He thinks spots will be gone quickly as the cost breaks down to \$27 cents per day. He disagreed with J. Zullo stating that there will be a cost to the Town-signs cost money, taxpayers paid for this municipal lot at the cost of millions of dollars so that there would always be free and open to the general public. J. Zullo said the Town will maintain the lot with snow plowing etc. He stressed that the courthouse was never on the tax roll, people staying would be using restaurants and shopping in town, jobs would be created and offered locally, tax revenue would be income to the Town, and that this would be fair policy for all. We need to compromise, we will see a return. We need to accommodate this entity for investment. Gayle Carr asked if J. Zullo was on the Preservation Trust, was he speaking as Board of Selectmen. He responded that he was speaking as a selectman. Unknown resident stated that tax payers are paying, and this is another thing the Town wants to take away. There needs to be another exit. He asked D. Raap if she would relinquish Village outdoor dining in the alleyway entrance. D. Raap responded that the Village owns half the alleyway and they are following executive order which allows for outdoor dining until 2023. The hotel developers will build another entrance to the parking lot by the courthouse at no expense to the taxpayers. Resident added that he agreed that this was the hotels problem, not our problem. The Trust owns 17 spots, give the hotel 3 more so it's not too much for us to give up. Young people will be hired and there will be more traffic, does the fine need to be a \$100 parking ticket? Bob Blazek asked to hear from Carol Bramley, Chairman of Planning & Zoning. C. Bramley, stated she was speaking as a Board Member of the Preservation Trust, not P & Z Chairman, and said she has been the property manager for the Trust for several years, has seen the municipal parking lot all hours of the day and night and found the lot to be empty. When the courthouse was in session it was packed. The courthouse building needs to be viable. The parking lot is a mess with garbage, gas tanks etc. With the hotel coming in it will be re-done. The developers will be investing millions but stressed that their financing is dependent on securing these spaces. The ordinance could be modified but we need to cooperate. The building is in dire need of rehab and we need to do something to accommodate this project. Betsey Glassman agreed with C. Bramley. Stephanie Weaver appreciates the Preservation Trust's effort to make the courthouse viable. She commented that the ordinance will allow policy giving the BOS authority and noted that policy can change depending on different boards in office. The BOS will have the power to change the policy. She noted a workforce problem in town, that there are many small businesses on second floors of buildings and that businesses change in and out so there may not be organized rental of spots. Doyle Finan felt we are blessed to have a viable buyer and should do what we can to accommodate them. Craig Miner asked that if the same property owner [the Trust] currently owns 17 parking spots then why can't the Town do a transfer swap of those 17 spaces so that they are closer to the hotel rather than losing all spaces. There must be a mechanism in place for that. J. Zullo responded that it would take months, involve a complex decomposition of lease agreements, and the BOS felt this process was cleaner. He supposed that the Preservation Trust could breach the contract; should there be negotiations and a vote going the wrong way, it would cause more problems. He suggested parking in reserved spots if empty. Thomasina Levy supports the hotel and agrees they should have 20 spaces but it is the rest of the spaces that is a concern. J. Zullo confirmed there are 88 parking spaces. D. Raap asked the Town Attorney if the Town could just give 20 spaces to the hotel. The response was no, there is no authority to grant exclusive use of municipal parking. We could reconfigure the area owned by the Trust, physically lay it out and move spots by lease or land swap which would need to go through Planning & Zoning again then back to Town Meeting. There would be expense in having maps drawn etc. D. Raap added then the hotel would get spaces for free. Tina

Reardon is in favor of hotel. She has taken photos of the municipal parking lot night and day and found it never to be full. She wondered if it could be in ordinance that this be limited only to businesses. J. Tenney agreed the ordinance was open, policy too open but reiterated that the hotel only wants overnight parking. She asked if it could be added to the ordinance to limit reserved spaces, specify only for overnight parking and be more specific. B. Gibney stated that years ago the lot was not used much but that is not the case anymore. On a random Friday night with nothing going on in town he found the entire lot full, every spot. Jim Stedronsky the opportunity for the purchase of the courthouse is here and now and tens of millions of dollars will be invested for and it shouldn't be lost over 20 spaces. Buyers are not easy to find. He has no problem voting on this ordinance to allow BOS to create policy, he trusts the BOS that they will make sure the general public can park. Carol Powers commented on the timeline of 4:00 pm to overnight only which overlaps with restaurant dinner hours.

J. Zullo made motion to amend the ordinance to limit the parking policy to only overnight and limit to no more than 35 spaces. J. Tenney seconded the motion. The majority voted in favor of the amendment with 8 people opposed. The Moderator declared the motion carried. J. Baker moved the question, seconded by J. Tarrant. Motion was defeated and discussion continued. M. Tobin agreed that this ordinance was not necessary and he felt sure that P & Z would support a land swap. S. Weaver verified that jurisdiction would apply only to overnight parking and 35 spaces. Unknown resident stated that limiting only for hotel guests would be problematic and now questioned limiting it more – where would it be designated? How would it be designated? J. Tenney stated that the BOS would still need to work with the Town Attorney to set policy and how spaces would be allocated. J. Baker felt it was a 'free-for-all' in lot and that policy is needed that will last over time, give the BOS, whoever they may be, approval to change policy as needed. B. Tingley verified that the 35 spot limit included the 20 spots for hotel. D. Wilson moved the question, seconded by B. Gibney. It was unanimously voted to close comments. C. Bramley motioned to vote on the ordinance as amended, seconded by Erich Marriott. Vote was then taken on the ordinance as amended. The majority voted in favor, with 8 people opposed. The Moderator declared the motion carried.

The Moderator read Item VII: To approve the Plumb Hill Playing Fields Sublease Agreement

Motion to approve Item VII was made by J. Zullo, seconded by E. Marriott. A copy was made available to those in attendance. D. Raap explained that there was a 30 year agreement with Plumb Hill Playing Fields and Litchfield has been paying \$63,000 per year. Region 6 also uses the fields but has never paid. Under this agreement both would be using the fields and Region 6 and Litchfield BOE would pay \$70,000 jointly for the next year to Plumb Hill. Helen Bunnell asked if the school merger didn't go through, who would get priority on the varsity field, Litchfield or Wamogo, and who would make the decision? Representative for Plumb Hill Playing Fields said Litchfield would have priority on the varsity field. B. Gibney thought the entire purpose of Seher-Thoss funding to build the Plumb Hill Playing Fields was solely for the children of Litchfield. Their IRS Form 9-90 states it is solely for Litchfield Students. Representative answered that times have changed and we are changing with the times. Wamogo will be paying for it. D. Wilson moved the question, seconded by John Cattey and unanimously voted to do so. It was then so voted unanimously to adopt Item VII. The motion carried.

The Moderator read Item VIII: To approve \$30,000 from the American Rescue Plan Act funds for the Economic Development Commission

Motion to approve Item VIII was made by J. Tarrant, seconded by J. Zullo. D. Raap explained that the Economic Development Commission has only had a \$1,000 budget. They received a \$30,000 grant to promote Litchfield and the schools. This money was freed up due to the allocation of \$85,000 for police radios which is no longer needed and this money needs to be re-allocated. Barbara Putnam asked how long there was to spend the money. D. Raap replied that funds must be allocated by 2024 and spent by 2026. This would be a total of \$30,000, not per year. Stephen Simonin moved the question, seconded by

M. Hunt. It was unanimously voted to do so. It was then so voted unanimously to approve Item VIII. The motion carried.

The Moderator read Item IX: To approve \$10,000 from the American Rescue Plan Act funds for the CHORE Service

Motion to approve Item IX was made by M. Hunt, seconded by J. Zullo. D. Raap explained. This program serves seniors and disabled for \$5,000 per year currently. They are having trouble serving the needs. This would be allocated over four years. D. Wilson moved the question, seconded by Troy Kaiser. It was unanimously voted to do so. It was then so voted unanimously to approve Item IX. The motion carried.

The Moderator read Item X: To approve \$30,000 from the American Rescue Plan Act funds for Park & Recreation Department expanded programming

Motion to approve Item X was made by M. Hunt, seconded by J. Baker. D. Raap stated the Chairman has requested that this item be tabled. B. Gibney made motion to table this item to a future town meeting, seconded by C. Bramley. It was so voted unanimously to approve Item X. Motion carried.

The Moderator read Item XI: To approve \$5,000 from the American Rescue Plan Act funds for Litchfield Arts Council

Motion to approve Item XI was made by J. Tenney, seconded by J. Zullo. D. Raap explained that there is currently no funding for the Arts Council, they have relied on fund raising and donations. This will be used to promote the arts and mental health for youth and seniors through the arts.

D. Wilson moved the question, seconded by C. Miner. All were in favor. It was then so voted unanimously to approve Item XI. Motion carried.

The Moderator read Item XII: To approve \$27,448 from the American Rescue Plan Act funds for East Litchfield Fire generator

Motion to approve Item XII was made by J. Zullo, seconded by J. Torrant. D. Raap explained that this request, originally in Capital, was initiated by J. Cattey. There was no further discussion. J. Baker moved the question, seconded by S. Simonin. All were in favor. It was then so voted unanimously to approve Item XII. Motion carried.

The Moderator read Item XIII: Shall the Town of Litchfield adopt an ordinance prohibiting the smoking or use of cannabis on municipally owned or controlled property pursuant to the "Cannabis Act" PA 21-1?

A copy of the proposed ordinance was made available to those in attendance and is attached as Exhibit F.

Motion to approve Item XIII was made by J. Tenney, seconded by J. Zullo. C. Miner commented that the ordinance is only as good as the enforcement and our local police has not been effectively replaced. D. Raap said they would be hiring an evening Resident Trooper and weekends would be covered beginning July 1st. She said there would be an agreement with the State Police to enforce this ordinance. C. Miner asked if D. Raap had spoken to the State Police. He did not think State Police enforced local ordinance. She said she had not but would order them to enforce this and any local ordinances on the books. J. Tenney stated that public intoxication was not allowed and compared this to that. J. Baker moved the question, seconded by J. Cox. 42 people voted in favor of keeping discussion open and 35 people were opposed. Motion was denied and discussion continued.

B. Gibney confirmed that this ordinance prohibits smoking or use of cannabis in all kinds of forms. He reminded people that recreational use came in many forms, even bottled seltzer. He commented that people use medical marijuana for medical reasons and this would not allow them to take their meds publically. M. Hunt asked for clarification of properties and D. Raap answered all properties owned or maintained by the Town including sidewalks, community field, parks and trails etc. S. Simonin commented

that the public use of alcohol is not allowed. Anyone who works in the military or business that does drug testing could be affected by secondary smoke and will lose their job if detected. J. Baker moved the question, seconded by J. Cox. All were in favor with the exception of one opposed. It was then voted on adopting said ordinance and 89 people voted in favor, 2 were opposed with 1 abstention. Motion carried.

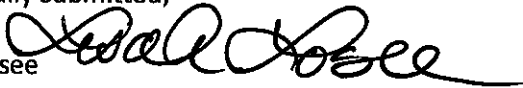
The Moderator read Item XIV: Shall the Litchfield Planning and Zoning Commission amend the zoning regulations to allow and regulate certain cannabis establishments by special permit pursuant to the "Cannabis Act" PA 21-1?

Motion to approve Item XIV was made by J. Tenney seconded by J. Zullo. C. Bramley stated that Planning & Zoning has the ability not to allow cannabis or to write regulations if that is what the community wants. They want to hear from the public. Sara Gadomski made motion to table this item until the November election, seconded by B. Gibney. Both motions were then withdrawn. S. Gadomski made motion to table this item until the next Town Meeting, seconded by J. Cox. C. D. Raap commented that Planning and Zoning, at their last meeting, had extended the moratorium until December 31, 2022. C. Miner wanted clarification and asked if anyone was to bring an application to Planning and Zoning would it have to be considered. C. Bramley stated that Planning and Zoning would be barred from taking the application at this time due to the moratorium. It was then so voted unanimously to table this item until the next Town Meeting. Motion carried.

There being no further business to conduct, motion to adjourn was made by B. Gibney and seconded by J. Torrant. All were in favor and the meeting adjourned at 9:43 p.m.

Respectfully submitted,

Lisa A. Losee
Town Clerk

A handwritten signature in black ink, appearing to read "Lisa A. Losee", written over the printed name.

POSTING CERTIFICATE
NOTICE OF SPECIAL TOWN MEETING
TO BE HELD JUNE 2, 2022

Exhibit A

I, Lisa A. Losee, the duly elected Town Clerk of the Town of Litchfield, Connecticut, hereby certify that there has been posted in the office of the Town Clerk, on the Town website, and all other places designated by the Town on June 10, 2022, the Warning of a Special Town Meeting to be held on Weds. June 22, 2022 at 7:00 pm at the Litchfield Intermediate School, that which was caused to be published in the Republican-American, a newspaper having a substantial circulation in the Town of Litchfield in its issue of June 15, 2022; which publication was at least five days prior to the holding of said Town Meeting (counting the date of publication but not the date of the meeting).

Signed and sealed at Litchfield, Connecticut this 16th day of June, 2022.

A handwritten signature in black ink, appearing to read "Lisa A. Losee", written in a cursive style.

Lisa A. Losee
Town Clerk
Town of Litchfield

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

Exhibit B

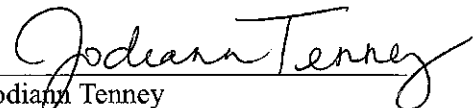
Notice is hereby given to the electors of the town of Litchfield and those qualified taxpayers lawfully entitled to vote in Litchfield Town Meetings pursuant to Section 7-6 of the Connecticut General Statutes that a Special Town Meeting will be convened on June 22, 2022, at 7:00 p.m. at the Litchfield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

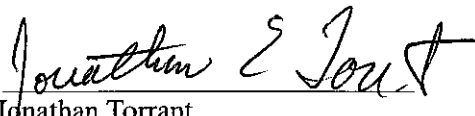
- I. To approve an agreement with USA Hauling & Recycling, Inc. for municipal solid waste disposal and recycling services
- II. To approve a lease with the White Memorial Foundation, Inc. for land on Route 63 (South Plains) in Litchfield
- III. To adopt an amendment to the Litchfield Code of Ordinances 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
- XII. To approve \$27,448 from the American Rescue Plan Act funds for East Litchfield Fire generator
- XIII. Shall the Town of Litchfield adopt an ordinance prohibiting the smoking or use of cannabis on municipally owned or controlled property pursuant to the "Cannabis Act" PA 21-1?
- XIV. Shall the Litchfield Planning and Zoning Commission amend the zoning regulations to allow and regulate certain cannabis establishments by special permit pursuant to the "Cannabis Act" PA 21-1?

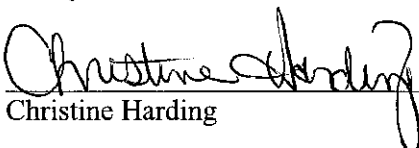
Copies of the above documents are available for public inspection in the First Selectmen's Office or on the town's website at: <https://www.townoflitchfield.org/>

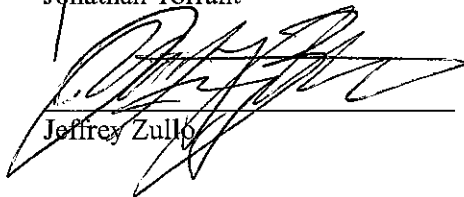
Dated at Litchfield, Connecticut this 7th day of June, 2022.


Denise Raap


Jodiann Tenney

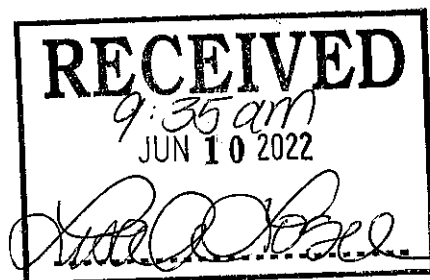

Jonathan Torrant


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.



**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 June, 22, 2022.

Published in the Republican American on June, 28, 2022.

Effective date: July, 13, 2022.

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



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone: (860) 594-2140

Exhibit D

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: 2022.03.20 16:38:26 -0500

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



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,

A handwritten signature in black ink, appearing to read "Raz Alexe".

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

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 SELECTMAN

ATTEST: [Signature]

CONTRACTOR: Alibazak Construction, LLC (Corporate Seal)

BY: [Signature] TITLE: Managing Member

ATTEST:

TOWN OF LITCHFIELD
SPECIAL TOWN MEETING
JUNE 22, 2022

Exhibit E
As Amended

**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 up to thirty-five (35) reserved, overnight 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 June 22, 2022.

Published in the ~~Republican American~~ on June, 28, 2022.

Effective date: July, 13, 2022.

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

TOWN OF LITCHFIELD

Exhibit F

TOWN MEETING

~~May 12, 2022~~

June 22, 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~~ June 22, 2022

Published in Republican American June, on ~~May~~ 28, 2022.

Effective date: July 13, 2022.

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