

**BLOOMFIELD TOWN COUNCIL**  
**Monday, November 10, 2014**  
**Council Chambers – 7:30 p.m.**

Sydney T. Schulman, Mayor  
Joan Gamble, Deputy Mayor  
Patrick A. DeLorenzo      Wayne Hypolite  
Joseph P. Merritt      Joel J. Neuwirth  
E. Leon Rivers      Derrick A. Seldon  
Joseph Washington

- I. Pledge of Allegiance
- II. Roll Call
- III. Announcements and Presentations
  - A. Presentation by Ms. Marcia Bonitto on the Town of Bloomfield Affirmative Action Plan
- IV. Citizens' Statements and Petitions  
*Statements by members of the public may be oral or written and shall start with the speaker's name and address and shall continue for no longer than five (5) minutes, unless permitted by the Mayor or councilor presiding.*
- V. Report from Council Subcommittees
  - A. Community Services – Councilor Derrick Seldon
  - B. Administration & Education – Councilor Leon Rivers
  - C. Golf – Councilor Leon Rivers
  - D. Public Safety – Councilor Joe Washington
  - E. Committee on Committees – Councilor Joe Washington
  - F. Finance – Councilor Wayne Hypolite
  - G. Land Use & Economic Development – Deputy Mayor Joan Gamble
- VI. Council Business
  - New Business
    - FY 14/15-19: Consider and Take Action Regarding Adoption of Resolution – Town of Bloomfield Affirmative Action Plan
    - FY 14/15-20: Consider and Take Action Regarding Adoption of Resolution – Donation of Ambulance and the Purchase of a Power Load System
    - FY 14/15-21: Consider and Take Action Regarding Adoption of Resolution – Master Municipal Agreement for Rights of Ways Projects
    - FY 14/15-22: Consider and Take Action Regarding Tax Refunds

- FY 14/15-23: Consider and Take Action Regarding Adoption of Resolution – Inter-town Capital Equipment Purchase Incentive Program
- FY 14/15-24: Consider and Take Action Regarding Cancellation of December 22, 2014 Town Council Meeting
- FY 14/15-25: Consider and Take Action Regarding Adoption of Town Council Meeting Schedule for 2015
- FY 14/15-26: Consider and Take Action Regarding Adoption of Town Council Subcommittee Meeting Schedules for 2015
- FY 14/15-27: Consider and Take Action Concerning Sale of Tax Lien
- FY 14/15-28: Consider and Take Action Concerning Policy Related to Private Road Winter Maintenance

- VII. Report from Mayor and Town Manager
- VIII. Approval of Minutes
  - A. October 27, 2014
- IX. Council Comments
- X. Executive Sessions
  - A. Discussion Concerning Pending Claims and Litigation
- XI. Adjournment

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-19 – ADOPTION OF RESOLUTION – TOWN OF  
BLOOMFIELD AFFIRMATIVE ACTION PLAN

Please see the letter from Director of Human Resources Cindy Coville regarding the Town of Bloomfield Affirmative Action Plan.

The major emphasis of the Affirmative Action Plan is to take affirmative steps to diversify our workforce and ensure all persons every opportunity to compete for jobs.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

#### **RESOLUTION**

*WHEREAS, it is the policy of the Town of Bloomfield to be fair and impartial in all its relations with its employees and applicants in regard to protected groups under equal employment opportunity laws; and*

*WHEREAS, The Town of Bloomfield has established a policy of affirmatively promoting equal employment opportunities and has prepared for this purpose the Affirmative Action Plan; and*

*WHEREAS, the major emphasis of this Affirmative Action Plan is to take affirmative steps to diversify our workforce and ensure all persons every opportunity to compete for jobs; and*

*WHEREAS, the Mayor and the Town Council of the Town of Bloomfield commit the entire Town organization to support in an affirmative manner the policy of equal employment opportunity; and*

*Now, therefore, it is hereby resolved that:*

*The Affirmative Action Plan be adopted by the Bloomfield Town Council.*



*Department of  
Human Resources*  
TOWN OF BLOOMFIELD  
800 BLOOMFIELD AVENUE  
BLOOMFIELD  
CONNECTICUT 06002  
TEL 860-769-3544  
FAX 860-769-3505  
WWW.BLOOMFIELDCT.ORG

November 6, 2014

Mr. Philip K. Schenck, Jr.  
Town Manager  
Town of Bloomfield  
800 Bloomfield Avenue  
Bloomfield, CT 06002

RE: Town of Bloomfield's Affirmative Action Plan

Dear Phil,

Attached are the Affirmative Action Plan and the ADA compliance package for the Town of Bloomfield. This voluntary, proactive measure came from a desire to formalize an Affirmative Action Program memo last amended in November 1982.

As you know, Bloomfield contracted with Bonitto Consulting Services, LLC on May 1, 2014. Ms. Marcia Bonitto, the principal of Bonitto Consulting Services, is a resident of Bloomfield who recently retired from the State of CT. During her 25 year tenure, she worked for the State Housing and Economic & Community Development departments as an Affirmative Action Administrator. She also served as an Equal Employment Opportunity Manager for the Department of Environmental Protection.

The scope of the work included development of an Affirmative Action Plan for the Town; assistance to the Town in compliance with the provisions of Title II of the Americans with Disabilities Act, (ADA) pertaining to public entities; and development of guidelines to facilitate compliance and future updates of the Affirmative Action Plan.

By mutual agreement, work began on August 26, 2014 and was completed on October 15, 2014. The result is a document of 154 pages detailing all the essential aspects of a quality Affirmative Action Plan.

As the assigned Affirmative Action Plan Administrator and ADA Coordinator, I look forward to working with you, your department heads and Bloomfield's Town employees and residents to support the goals and objectives of this plan.

Sincerely,

Cindy Coville  
Human Resources Director

## RESOLUTION

WHEREAS, it is the policy of the Town of Bloomfield to be fair and impartial in all its relations with its employees and applicants in regard to protected groups under equal employment opportunity laws; and

WHEREAS, The Town of Bloomfield has established a policy of affirmatively promoting equal employment opportunities and has prepared for this purpose the Affirmative Action Plan; and

WHEREAS, the major emphasis of this Affirmative Action Plan is to take affirmative steps to diversify our workforce and ensure all persons every opportunity to compete for jobs; and

WHEREAS, the Mayor and the Town Council of the Town of Bloomfield commit the entire Town organization to support in an affirmative manner the policy of equal employment opportunity; and

Now, therefore, it is hereby resolved that:

The Affirmative Action Plan be adopted by the Bloomfield Town Council.

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-20 – ADOPTION OF RESOLUTION – DONATION OF  
AMBULANCE TO THE TOWN OF BLOOMFIELD

Please see the attached memorandum dated November 5<sup>th</sup> from Chief Paul Hammick and supporting documentation regarding the donation of an ambulance from the Bloomfield Volunteer Ambulance Association.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

#### RESOLUTION

WHEREAS, The Bloomfield Volunteer Ambulance Association (BVA) is a volunteer service that provides vital advance life support and emergency medical care to the Town of Bloomfield, Connecticut.

WHEREAS, The BVA fund has purchased a 2014 Ford E450 ambulance with an approximate value of \$158,300 and wishes to donate this vehicle to the Town of Bloomfield.

WHEREAS, the Bloomfield Town Council deems it in the best interest of the Town of Bloomfield CT. to accept said vehicle and assign it to the Bloomfield Volunteer Ambulance for its use.

NOW THEREFORE, BE IT RESOLVED BY THE BLOOMFIELD TOWN COUNCIL:

Section 1. The Bloomfield Town Council hereby accepts a 2014 Ford E450 ambulance and assigns said vehicle to the Bloomfield Volunteer Ambulance for its use.

Section 2. That the Town Council authorizes the trade-in of an obsolete 2005 E350 ambulance to offset the cost of the new vehicle.

Section 3. That the Town Public Works Department Fleet Maintenance division is authorized to perform all necessary repairs and maintenance on this vehicle and that the Town include the vehicle on its automobile insurance policy.

Section 4. That the vehicle be outfitted with a "Power Load" system from Specialty Vehicles, Inc. at a cost of \$24,978, the cost of which is to be equally shared by the BVA fund and the Town of Bloomfield.

Section 5. The Bloomfield Town Council graciously acknowledges the dedicated work and efforts of the Bloomfield BVA and the generosity of this donation.



# BLOOMFIELD POLICE DEPARTMENT

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785 Park Avenue; Bloomfield, Connecticut 06002-244  
Routine (860) 242-5501    Admin (860) 242-6060    Fax (860) 242-9316  
www.bloomfieldct.org

## MEMORANDUM

To: Philip K. Schenck Jr.  
Town Manager

From: Paul B. Hammick  
Chief of Police

Date: November 5, 2014

Re: Ambulance Donation

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Thank you for taking time on Thursday, October 30, 2014, to meet with representatives from the Bloomfield Volunteer Ambulance Fund, my staff and me regarding the donation of a new ambulance to the Town of Bloomfield and Bloomfield Volunteer Ambulance. The decision to research a new vehicle began in April of 2014. Following a past practice, a committee of representatives from BVA, Bloomfield Public Works, the Bloomfield EMS Committee and the BVA Fund began the process of evaluating several different vehicle platforms and vendors, in an effort to identify the best available vehicle for our needs. Following six months of research and evaluation, the committee agreed upon a final vehicle platform and vendor.

During our meeting, BVA Fund President Pat Braun briefed us on the process involved in the selection, and included a breakdown of the final delivery price. An available option in the breakdown includes trading in the oldest of the current BVA fleet, (a 2005 Ford E350) which would reduce the total cost by approximately \$5000.00.

I've attached correspondence from the Bloomfield Volunteer Ambulance Fund outlining the process and a breakdown of the final cost for your review. Also attached for your review is a proposal for a "Power Load" system that would alleviate the physical demand on BVA volunteers associated with transferring patients into the ambulance. The BVA Fund has committed funds toward the purchase of this device, and has requested that the Town of Bloomfield bear 50% of the purchase price.

I believe that the committee did an excellent job in researching and evaluating the various platforms available, and ultimately deciding on a vehicle that meets the needs of the Bloomfield Volunteer Ambulance Corp. After reviewing the information provided, I respectfully recommend that the Town of Bloomfield accept the donation by the Bloomfield Volunteer Ambulance Fund Inc., and agree to bear 50% of the cost associated with the Power Load system, as well as trade in the oldest of our current vehicles to offset the total cost of the new ambulance.



## BLOOMFIELD VOLUNTEER AMBULANCE FUND, INC.

Board of Directors

Patrick Braun, President • Daniel Rosenthal, Vice President • Robert Whalen, Secretary/Treasurer  
Chief Paul Hammick • Mary Fran Libassi • Joan Polltis • Richard Alnsworth • John M. Lertora, OD • Phillips C. Brown

Oct. 30, 2014

Dear Chief Paul Hammick:

It is my pleasure on behalf of the Board of Directors of the Bloomfield Volunteer Ambulance Fund Inc. to donate to the Town of Bloomfield a new Ambulance for the EMS System. This vehicle has been reviewed and recommended by the Ambulance Committee that included, Police and Public Work Department Staff, Bloomfield Volunteer Ambulance Volunteers and the EMS Committee and Fund members.

The search started last May and we reviewed a number of manufacturers/dealers. The conclusion that two brands were preferred Life Line and P&L Custom Coach. During the discussions some highlights covered were diesel vs gas, due to emission requirements gas is recommended. Delivery time to build a custom Ambulance is Life Line 150-180 business days and 290-320 business days with P&L Custom Coach. The last request from Public Works was if possible to upgrade from a E350 Ford to a E450 chassis. Public Works states that the oldest ambulance due to its age and mechanical history be replaced as soon a possible.

During the process Specialty Vehicles Inc. provided an already built ambulance to show the committee and after discussion and in depth review found it meets the changes discussed and was recommended to purchase this already built 2014 E450 Life Line Ambulance. I have put this vehicle on hold with the dealer pending your acceptance. This ambulance could be delivered to the town in 30 days or less.

We also request the Town of Bloomfield allow us to trade in the oldest ambulance to help defray the cost of this new vehicle and lastly any legal services that the Bloomfield Volunteer Ambulance Fund Inc. may incur as a result of purchasing this ambulance.

A copy of the unsigned contract to the Bloomfield Ambulance Fund Inc. and the comparison we used to evaluate the various vehicles is also enclosed.

Sincerely

Patrick J. Braun  
President

Bloomfield Volunteer Ambulance Inc.

CC : Philip K. Schenck , Jr., Town Manager



**Specialty Vehicles, Inc.**

Providing Superior Ambulance and Rescue Vehicles in New England

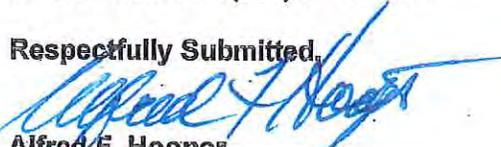
58 George Leven Drive  
North Attleboro, MA 02760  
Tel: 508-699-0616  
Fax: 508-699-0977  
Toll Free: 888-699-0616  
www.svine.com

<b>SUBMITTED TO:</b>	<b>BIDDER:</b>	<b>MANUFACTURER</b>
Mr. Pat Braun Bloomfield Volunteer Ambulance 12 Southwood Road Bloomfield, CT 06002	Specialty Vehicles, Inc. 58 George Leven Drive North Attleboro, MA 02760 Sales Rep: Al Hooper	Life Line Emergency Vehicles 1 Life Line Drive Sumner, IA 50674

<b>DESCRIPTION OF VEHICLE:</b>	<b>DATE: October 30, 2014</b>
2014 Ford E450 Superduty custom built Life Line "Victoryliner" Type III, Class I Emergency Medical Vehicle. Vehicle is currently in-stock and available on a first come, first serve basis. Unit #371214SD.	
<b>PRICING BREAKDOWN:</b>	
Price of Vehicle:	\$ 158,300.00
<b>LESS</b> Ford FIN Concession:	<b>(\$ 6,066.00)</b>
<b>LESS</b> Trade-In Allowance of 2005 Ford E350 Road Rescue Type III Ambulance:	<b>(\$ 5,000.00)</b>
Add Power Load Floor Kit:	\$ <u>2,000.00</u>
<b>TOTAL DELIVERED PRICE OF VEHICLE:</b>	<b>\$ 149,234.00</b>
<b>DELIVERY / TERMS &amp; CONDITIONS:</b>	
Delivery lead-time shall be within 30-45 calendar days from receipt of a signed sales contract between Specialty Vehicles, Inc. and the Bloomfield Volunteer Ambulance.	
Specialty Vehicles, Inc. reserves the right to withdraw this proposal if not accepted within 60 days. Terms: Net cash due upon delivery and acceptance. No Federal, State or Local Taxes are included.	

Thank you for the opportunity to submit our proposal. If you have any questions please feel free to contact me at (888) 699-0616.

Respectfully Submitted,

  
Alfred F. Hooper  
Vice President

**Ambulance Vehicle Comparison**  
**Bloomfield Vol. Ambulance**  
**Oct 21, 2014**  
**Highlights**

Ambulance MFG	Lifeline Demo	Lifeline Custom	P&L Custom
Dealer	Specialty Vehicles	Specialty Vehicles	N.E. Fire Equipment
Dealer Location	N. Attleboro, Ma	N. Attleboro, MA	N. Haven Ct
Mfg Location	Sumner, IA	Sumner, IA	New Jersey
Chassis Type & Model	2014 Ford, E 450	2015 Ford, E 450	2015 Ford, E 350
Fuel Type	Gas	Gas	Gas
<b>Box Length</b>	<b>167.75</b>	<b>158.75</b>	<b>147.5</b>
<b>Box Cabinets</b>	<b>w/exceptions</b>	<b>w/exceptions</b>	<b>w/exceptions</b>
<b>Delivery Time</b>	<b>30 days +/-</b>	<b>150-180 Days</b>	<b>290-320 Days</b>
Base Cost w/o discounts	\$159,244	\$ 169,423	\$133,750
Ford Fin Discount	-\$6066.00	-\$6631.00	-\$6631.00
Est Trade of old vehicle	-\$5000.00	-\$5000.00	to discuss
<b>Est. Total Cost</b>	<b>\$ 148,178</b>	<b>\$ \$ 157,792</b>	<b>\$ 140,350 w/o trade</b>

Red shows major differences between vehicles.



**Bill To:** Bloomfield EMS **Ship To:** Bloomfield EMS

**Name:** Pat J. Braun

**Fax#:** \_\_\_\_\_ **End User:** Bloomfield EMS

**PH#:** \_\_\_\_\_

**Account No.:** on file

Qty	Part #	Description	List Price	Your Price	Ext. Price
1	6390	Power-Load	\$25,409.00	\$22,160.00	\$ 23,160.00
1		Power-Load upgrade kit	\$ 3,035.00	\$1,818.00	\$ 1,818.00
		Load Installation not included (see email)			
			<b>Sub-Total</b>		
			<b>older power stretcher trade in</b>		
			<b>Pre-Tax Total</b>		
			Sales Tax* (enter % here)	23,978	
			<b>TOTAL</b>		<b>\$ 24,978.00</b>

Michael Ruppert ---- fax: 203-202-3797

*24778 + 1- Total*

*Small Est 800-00*

**Purchasing Information:**

Organization: _____ Please Print	Requested Delivery: _____
Name: _____ Please Print	Title: _____ Please Print
Signature: _____ Authorized Purchasing Agent	Date: _____

**Payment Information:**

<input type="checkbox"/> Net 30 Terms	<input type="checkbox"/> OTHER
<input type="checkbox"/> Visa/MC/AMEX: _____	Purchase Order #: _____
Card Number: _____	<b>For public services/fire depts:</b>
Name on Card: _____	Point of Contact at Headquarters: _____
Expiration Date: _____	Headquarter's Phone: _____
Security #: _____	Headquarter's Address: _____

**Comments:**

NET 30 terms	<small>Terms &amp; Conditions: Cot. all cot accessories on original order and aftermarket accessories FOB origin.</small>
Remit to: PO BOX 93308 Chicago, IL 60673	<small>Order subject to Stryker Corporation's approval. Credit cannot be allowed on returns of special or modified items. All approved returns will be accepted only in Portage, Michigan. Proposals valid for 30 days from submittal.</small>

A photograph of a yellow Stryker EMS ambulance at night. The ambulance's rear door is open, and a stretcher is being loaded. The stretcher is a Power-LOAD power-loading cot fastener system, which is a black and yellow metal frame with a black cushioned top. The ambulance has several red and white emergency lights on top. The background shows a building with large windows and a dark sky.

stryker®

EMS Equipment

**Power-LOAD™**  
power-loading  
cot fastener system

# Power-LOAD

power-loading  
cot fastener system

Shown with optional accessories.

Reduce the risk of injuries when loading and unloading cots

## Power raise and lower for loading and unloading

using your finger, not your back.



## Load and unload patients with the touch of a button.

Operator injuries result from repetitive spinal loading. Our innovative Power-LOAD cot fastener system is designed to load and unload a compatible cot with the touch of a button – not your back.

## Save yourself from injury. Save your career with Power-LOAD.

Ergonomically designed to reduce operator and patient injuries, Power-LOAD hydraulically lifts patients weighing up to 700 lbs.

**Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries.**

The Power-LOAD cot fastener system improves operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. Power-LOAD wirelessly communicates with Power-PRO™ cots for ease of operation and maximum operator convenience.

- **Eliminates the need to steer the cot into and out of the ambulance.**
- **Minimizes patient drops by supporting the cot until the wheels are on the ground.**
- **Meets dynamic crash test standards for maximized occupant safety.**
- **Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.**
- **Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.**



### Cot Release Handles

Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.



### Duplicate LED Indicator

Displays Power-LOAD status at the head end for added operator convenience.



### Manual Trolley Release

Allows trolley to be released when locked at the head end.

### Inductive Charging

Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).

### Head-end LED Indicators

Keeps operator informed of position status. Solid green when in position or ready to transport; flashing amber when not in position or not ready to transport.

### Trolley

Secures the cot into the Power-LOAD system.

### Lifting Arms

Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

### Linear Transfer System

Supports and guides the cot during loading and unloading.

### Control Panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

### Foot-end Release

Allows the cot to be disengaged from the patient compartment.

### Battery Indicator

If the Power-LOAD system is in transport position, the battery LED will flash green, indicating the battery is being charged. If the battery is low, the caution LED will flash amber.

### Safety Hook

Assures handling confidence when loading and unloading in the event of power loss.



**700lb**  
capacity

# Features

- 1 Lifting Arms**  
Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.
- 2 Head-end LED Indicators**  
Keeps operator informed of position status. Solid green when in position or ready to transport, flashing amber when not in position or not ready to transport.
- 3 Control Panel**  
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.
- 4 Cot Release Handles**  
Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.
- 5 Linear Transfer System**  
Supports and guides the cot during loading and unloading.
- 6 Inductive Charging**  
Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).



**Inductive Charging**  
Power-LOAD automatically charges the SMRT battery when in transport position (no cable or connectors required).



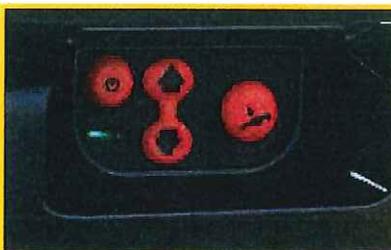
**Power Controls**  
The Power-PRO cot controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



**Low Electrical Demand**  
Power-LOAD is self-powered, drawing minimal amperage from the vehicle (during charging process).



**Operation Guide**  
Power-LOAD operation labels are provided and intended to be placed on the inside of the rear doors of the ambulance as a quick reference guide for Power-LOAD operation.



**Control Panel**  
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.



**Marine Grade Hydraulic System**  
Provides reliable operation in harsh conditions.

## Warranty

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds\*

**Extended warranties available.**  
\*7-year service life

## Certifications:

IPX6 IEC 60601-1  
AS/NZS 4535:1999 BS EN 1789:2007





### Power-LOAD Cot Compatibility

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety<sup>1</sup> and will automatically charge the Power-PRO XT and Power-PRO IT SMRT battery.

## Optional Features



### Wheel Guide

Required for applications when the Power-LOAD system is mounted near the wall. Keeps the wheels straight when loading and unloading.



### Power-PRO XT Ambulance Cot



### Power-PRO IT Ambulance Cot



### Performance-PRO XT Ambulance Cot



### Mass Casualty Floor Mount Assembly

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.



### Mass Casualty Wall Mount Assembly

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.

## Power-LOAD Specifications

<b>Model Number</b>	<b>6390</b>
<b>Length</b>	
Overall Length	95 in (241 cm)
Minimum Length	99.5 in (228 cm)
<b>Width</b>	24.5 in (62 cm)
<b>Weight</b>	
Total Weight	211.5 lb (96.5 kg)
Floor Plate Assembly	16.5 lb (7.5 kg)
Anchor Assembly	23 lb (10.5 kg)
Transfer Assembly	67 lb (30.5 kg)
Trolley Assembly	105 lb (48 kg)
<b>Maximum Weight Capacity*</b>	700 lb (313 kg)
<b>Minimum Operator Required</b>	
Occupied Cot	2
Unoccupied Cot	1
<b>Recommended Loading Height</b>	22 in to 36 in (56 cm to 91 cm)
<b>Battery</b>	12V, 5 Ah Lead Acid Battery (6390-001-468)

\* Maximum weight capacity represents patient weight. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

Meets dynamic crush standards for Power-PROX™ (AS N20-4535 and BS EN1199) and Performance-PROX™ (BS EN1199). Stryker reserves the right to change specifications without notice.

Dimensions are rounded to the nearest whole number; conversions are calculated before rounding.

The Power-LOAD bed trolley system is designed to conform to the Federal Specification for the Standard Life Ambulance, R11-41932.

Patent pending.

# stryker

## Reconstructive

Hips  
Knees  
Trauma & Extremities  
Joint Preservation  
Orthobiologics

## Medical & Surgical

Power Tools & Surgical Accessories  
Image Guided Navigation  
Endoscopy & Arthroscopy  
Integrated Communications  
Beds, Stretchers & EMS  
Sustainability Solutions

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Interventional Spine  
Neurosurgical, Spine & ENT  
Neurovascular  
Spinal Implants

3800 E. Centre Ave.  
Portage, MI 49002 U.S.A.

t: 269 329 2100  
f: 866 795 2233  
toll free: 800 327 0770

[www.ems.stryker.com](http://www.ems.stryker.com)

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DDM/RRP 1013  
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TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-21 – RESOLUTION – MASTER MUNICIPAL  
AGREEMENT FOR RIGHTS OF WAY PROJECTS

The Connecticut Department of Transportation, in the interest of improving and streamlining the agreement process with municipalities as associated with projects that receive financial assistance for certain construction projects, has developed a Master Municipal Agreement for Rights of Way Projects (in conjunction with the Master Municipal Agreement for Construction Projects which the Council has previously acted to authorize execution of,) to be consistent across all municipalities within the state that sets forth the various duties, rights, and obligations of the subject municipality and the CTDOT with respect to such projects.

The attached resolution allows the Town Manager, to execute on behalf of the Town, the Master Municipal Agreement for Rights of Way Projects. Execution of this Agreement is a prerequisite for the Town to participate in and receive such financial assistance.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

*Resolved that the Town Manager, Philip K. Schenk, Jr., is authorized to execute on behalf of the Town of Bloomfield the Master Municipal Agreement for Rights of Way Projects with the Connecticut Department of Transportation.*

## RESOLUTION

Authorization for execution of Master Municipal Agreement for Rights of Way Projects with CTDOT:

WHEREAS, the Connecticut Department of Transportation (CTDOT) is the authorized entity responsible for distributing the state and federal government financial assistance with respect to certain municipal projects to construct improvements to locally maintained roadways, structures, and transportation enhancement facilities, which projects may include the acquisition of rights of way; and,

WHEREAS, The Town of Bloomfield from time to time participates in and receives such financial assistance for eligible projects; and,

WHEREAS, the CTDOT, in the interest of improving and streamlining the agreement process with municipalities as associated with projects that receive such financial assistance, has developed a Master Municipal Agreement for Rights of Way Projects to be consistent across all municipalities within the state that sets forth the various duties, rights, and obligations of the subject municipality and the CTDOT with respect to such projects; and,

WHEREAS, this Master Municipal Agreement for Rights of Way Projects will have a term of ten years and will cover both municipally administered rights of way acquisitions and acquisitions administered by the CTDOT on behalf of the municipality; and,

WHEREAS, execution of this Agreement is a prerequisite for the Town to participate in and receive such financial assistance;

Now, therefore, it is hereby resolved that:

The Town Council of the Town of Bloomfield authorizes the Town Manager, Philip K. Schenk, Jr., to execute said Master Municipal Agreement for Rights of Way Projects with the Connecticut Department of Transportation on behalf of the Town.



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

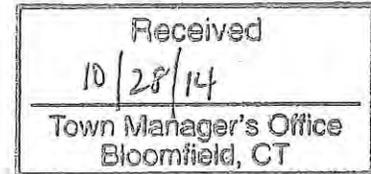


2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2462

October 21, 2014



Mr. Philip K. Schenck, Jr.  
Town Manager  
Town of Bloomfield  
800 Bloomfield Avenue, 2<sup>nd</sup> Floor  
Bloomfield, CT 06002

Dear Mr. Schenck:

Subject: Master Municipal Agreement for Rights of Way Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Rights of Way Projects (MMA ROW) is the second in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMA ROW is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual rights of way projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMA ROW covers either the Department or the Municipality taking on the responsibility for the administration of the rights of way phase of a particular municipal project. The MMA ROW includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal rights of way projects involving the Department which are undertaken throughout the ten-year term.

Mr. Philip K. Schenck, Jr.

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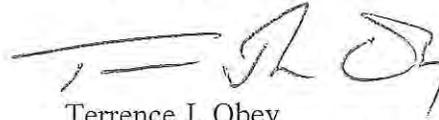
October 21, 2014

Although the Department may not have a rights of way project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Please process the MMA ROW in accordance with the enclosed instructions and return the agreements, along with your authority to sign, to me at the letterhead address. If you have any questions, please contact Mr. Robert W. Ike at (860) 594-2444.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. J. Obey', written over a horizontal line.

Terrence J. Obey  
Director of Rights of Way  
Bureau of Engineering and Construction

Enclosures

**MASTER MUNICIPAL AGREEMENT  
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “DOT”), and the Town of Bloomfield, 800 Bloomfield Avenue, Bloomfield, Connecticut 06002 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

**Article 1. Definitions.** For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project

## Master Municipal Agreement for Rights of Way Projects

under the PAL.

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.6 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 “DOT-provided Services” means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 “Effective Date” means the date which the Master Agreement is executed by the DOT.

1.9 “Funding” means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 “Municipality Parties” means a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 “Municipal Project” means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 “Official Notice” means notice given from one Party to the other in accordance with Article 11.

1.13 “Perform” means for purposes of this Master Agreement, the verb “to perform” and the performance of the work set forth in this Master Agreement which are referred to as “Perform,”

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“Performance” and other capitalized variations of the term.

1.14 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT’s issuance of the PAL.

1.16 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 “Term” means the duration of the Master Agreement.

1.21 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

### **Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.**

#### **2.1 Issuance of PAL.**

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

#### **2.2 Written Acknowledgement of the PAL.**

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In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

### 2.3 Designated Official.

The Municipality herein represents that the Town Manager of the Town of Bloomfield is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

### 2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, 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 Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

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### 2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

### 2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

**Article 3. Municipality-Administered Rights of Way Projects.** When the Municipality is responsible for the Rights of Way Project;

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;

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- (h) an estimated cost break-down for all work under the Rights of Way Project;  
and
- (i) the Project Amount.

### 3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

### 3.3 Municipality to Perform and Complete the Rights of Way Project.

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

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- (g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the “Regulations”), as may be revised.
- (h) The Municipality shall comply with the DOT’s policies and procedures with respect to Rights of Way Activities summarized in the “Information Guide for Rights of Way Acquisition Activities,” Connecticut Department of Transportation (2013), as may be revised (“Information Guide”), and submit to the DOT an acquisition plan (“Plan”) in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.
- (i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.
- (j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.
- (k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.
- (l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.
- (m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the

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federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

### 3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

### 3.5 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.

(b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
- (3) Cost of Condemnation.

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In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

### 3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

- (a) Suspension, Postponement, or Termination by the DOT.
- (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or

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terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

- (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

- (b) Termination by the Municipality, with prior DOT approval.

- (1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

- (c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

- (d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without

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reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

**Article 4. DOT-Administered Rights of Way Projects.** When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights

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of Way Project, including, but not limited to, rights of access.

- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

### 4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

### 4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

### 4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

### 4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

### 4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend,

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postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

### **Article 5. Disbursement of Grant Funds; Conditions of Payment.**

#### **5.1 Method of Disbursement.**

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

#### **5.2 Final Payment.**

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

#### **5.3 Federal Approvals Required.**

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

#### **5.4 Lack of Timeliness in Municipality Performance.**

## Master Municipal Agreement for Rights of Way Projects

If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

### **Article 6. Records and Audit.**

#### **6.1 Audit and Inspection of Plants, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

## Master Municipal Agreement for Rights of Way Projects

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

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

### 6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

## Article 7. Additional Mandatory Requirements.

### 7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

### 7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

### 7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency; from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

## Master Municipal Agreement for Rights of Way Projects

### **Article 8. Conflict.**

#### **8.1 Conflict.**

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

#### **8.2 Revisions to Manuals.**

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

### **Article 9. Review of Municipality's Activities.**

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

### **Article 10. Term and Termination of the Master Agreement.**

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

## Master Municipal Agreement for Rights of Way Projects

### 10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

### 10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

## Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

## Master Municipal Agreement for Rights of Way Projects

Town Manager  
Town of Bloomfield  
800 Bloomfield Avenue, 2<sup>nd</sup> Floor  
Bloomfield, Connecticut 06002;

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

### **Article 12. Indemnification.**

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

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

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

## Master Municipal Agreement for Rights of Way Projects

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

### **Article 13 Sovereign Immunity.**

#### **13.1 No Waiver of the State's Immunities.**

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

#### **13.2 Defense of Suits by the Municipality.**

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

### **Article 14 Governing Law.**

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

## Master Municipal Agreement for Rights of Way Projects

the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

### **Article 15 Amendment.**

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

### **Article 16 Severability.**

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

### **Article 17 Waiver.**

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

### **Article 18 Remedies are nonexclusive.**

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

### **Article 19. Municipally-owned Property.**

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

### **Article 20 Entire Agreement.**

**Master Municipal Agreement for Rights of Way Projects**

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto. The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT  
Department of Transportation  
James Redeker, Commissioner**

By \_\_\_\_\_  
Thomas A. Harley P.E.  
Bureau Chief  
Bureau of Engineering and Construction

Date: \_\_\_\_\_

**TOWN OF BLOOMFIELD**

By \_\_\_\_\_  
Philip K. Schenck, Jr.  
Town Manager

Date: \_\_\_\_\_

Schedule A  
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter  
For the [Project Description] (Rights of Way Project)

State Project No.  
Federal Project No.  
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way 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 [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after \_\_\_\_\_ and be completed by \_\_\_\_\_, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

## Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. 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 Rights of Way Project.

If you have any questions please contact [Mr./Ms. \_\_\_\_\_], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

### MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By \_\_\_\_\_ Date \_\_\_\_\_  
Print Name:  
Designated Municipal Official

Master Municipal Agreement for Rights of Way Projects

PAL ATTACHMENT  
STATE PROJECT NO.XXX  
FEDERAL PROJECT NO.XXXX  
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

## Schedule B

### Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.

3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification .**

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

## Master Municipal Agreement for Rights of Way Projects

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

## Master Municipal Agreement for Rights of Way Projects

LLL) available at the Office of Budget and Management's website at [http://www.whitehouse.gov/omb/grants\\_forms/](http://www.whitehouse.gov/omb/grants_forms/), in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

**FEDERAL SINGLE AUDIT:** Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

**STATE SINGLE AUDIT:** Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

## Master Municipal Agreement for Rights of Way Projects

Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

**POLICY NO. F&A-10**  
**June 1, 2007**

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

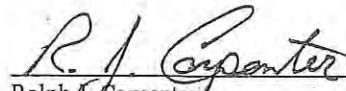
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

## Schedule D

### TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
  - A. Withholding contract payments until the Contractor is in-compliance; and/or
  - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Schedule E

### CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors  
Consultants and Subconsultants  
Suppliers of Materials and Vendors (where applicable)  
Municipalities (where applicable)  
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Subcontracting:**

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

## Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

#### **4. Records and Reports:**

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-22: TAX REFUNDS

I am attaching a memorandum and tax refund list from Tax Collector Jean Kitchens asking Council to approve tax refunds.

Should Council wish to move forward, the following motion would be in order:

*Move that tax refunds (per the attached list) be approved in accordance with the memorandum dated November 4, 2014.*

To: Bloomfield Town Council  
From: Jean G. Kitchens, Tax Collector  
Date: November 4, 2014  
RE: Tax Refunds

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The attached requests for refunds of property taxes are submitted for your approval in accordance with Section 12 of the Connecticut General Statutes.

All of these requests have been reviewed by the Assessor and the Director of Finance.

NOVEMBER REFUNDS

BRITTON DANIEL	2013MV	\$126.99
BRITTON NANCY	2013MV	\$112.22
DAIMLER TRUST	2013MV	\$502.87
GLANCY JOHN	2013MV	\$135.71
HONDA LEASE TRUST	2013MV	\$430.69
FEDERICO KATHRYN OR LOUIS	2013MV	\$74.51
JOHNSON ANNE	2013MV	\$81.52
JOHNSON EDWARD L JR	2013MV	\$245.53
JP MORGAN CHASE BANK	2013MV	\$455.47
LAHEY KAREN	2013MV	\$66.74
MCNELLY DONALD J	2013MV	\$67.91
ODOMS SUSAN	2012MV	\$25.61
	2013MV	\$71.48
SIMMONS KEVIN	2013MV	\$45.57
WINT YVONNE	2013MV	\$24.65
TOTAL REFUNDS		\$2,467.47

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-23 – RESOLUTION – INTER-TOWN CAPITAL  
EQUIPMENT (ICE) PURCHASE INCENTIVE PROGRAM

Please see the attached memorandum from Public Works Director John Lawlor regarding the ICE grant application.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

*RESOLVED that the Bloomfield Town Council supports the Bloomfield Public Works Department participation in the ICE Purchase Incentive Program for the filing of three separate grant requests with a maximum potential expense to the Town of \$14,375, subject to further consideration and action by the Town Council in the event that a grant is awarded to the Town; and*

*The Town Manager is hereby authorized to execute documents consistent with this Resolution.*

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**TOWN OF BLOOMFIELD INTEROFFICE MEMORANDUM**

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**TO:** PHILIP SCHENCK, TOWN MANAGER  
**FROM:** JOHN P. LAWLOR, JR., DIRECTOR OF PUBLIC WORKS   
**SUBJECT:** INTERTOWN CAPITAL EQUIPMENT GRANT APPLICATION  
**DATE:** 10/28/2014  
**CC:** S. SHORT, OPERATIONS MANAGER  
**FILE**

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Enclosed please find all of the paperwork necessary for Bloomfield to participate in an inter-town capital equipment grant application to the State of Connecticut (Office of Policy and Management). Please review, approve and forward to the Town Council for their approval.

Bloomfield will participate in the joint purchase of two pieces of equipment. These include a mini-tracked paver and a asphalt hot-box. These seasonal pieces of equipment will allow Bloomfield Public Works to be more responsive to road repairs, especially during cold weather months.

Bloomfield's financial commitment to this program is \$14,375.00. The funds necessary to support this initiative will come from the Capital Improvement Program. The current supporting line item has \$8,065.47 in available funds. Additional funds are expected to be deposited to this line item in the coming weeks as de-commissioned equipment is sold. A Capital proposal supporting this program will be included in the upcoming CIP budget.

The attached resolution should be considered and approved by the Town Council at their next scheduled meeting.

The attached endorsement needs to be completed by the Town Clerk and included with the final application to the State.

**BLOOMFIELD TOWN COUNCIL  
RESOLUTION  
Support for the Town's Participation in the ICE Program**

**WHEREAS**, The State of Connecticut, Office of Policy and Management (OPM) is accepting grant applications for Inter-town Capital Equipment (ICE) Purchase Incentive Program; and

**WHEREAS**, the ICE program was established by CGS Sec. 4-66m and provides partial funding for any two or more municipalities for the acquisition of capital equipment that will be shared between the participating communities; and

**WHEREAS**, the Municipalities must provide the corresponding matching funds; and

**WHEREAS**, a formal Inter-Local Agreement(s) as approved by the Town Council will be executed by all participating municipalities prior to their receipt of grant funding;

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Bloomfield Town Council supports the Bloomfield Public Works Department participation in the ICE Purchase Incentive Program for the filing of three separate grant requests with a maximum potential expense to the Town of \$14,375, subject to further consideration and action by the Town Council in the event that a grant is awarded to the Town; and
2. The Town Manager is hereby authorized to execute documents consistent with this Resolution.

## Intertown Capital Equipment (ICE) Purchasing Incentive Program

**4 ton-hot box:** Trailer mounted unit is used primarily for pot hole patching in the winter months when traditional asphalt plants are closed

	Unit Cost	Quantity	Value	Grant	Total Cost
<b>Participating Towns</b>	\$ 37,500	3	\$ 112,500	50%	\$ 56,250
Avon					\$ 9,375
Bloomfield*					\$ 9,375
Canton					\$ 9,375
Farmington					\$ 9,375
Granby					\$ 9,375
Simsbury					\$ 9,375

**Track Paver:** Smaller paving box used for paving trenches, gutters and sidewalks

	Unit Cost	Quantity	Value	Grant	Total Cost
<b>Participating Towns</b>	\$ 40,000	1	\$ 40,000	50%	\$ 20,000
Avon					\$ 5,000
Bloomfield*					\$ 5,000
Farmington					\$ 5,000
Simsbury					\$ 5,000

**Roadside Mower:** Tractor equipped with rear flail mower - used to keep vegetation back away from the edge of the roadway

	Unit Cost	Quantity	Value	Grant	Total Cost
<b>Participating Towns</b>	\$ 95,000	1	\$ 95,000	70%	\$ 66,500
East Granby					\$ 33,250
Simsbury					\$ 33,250

\*All grants where Bloomfield is a participating Town are eligible for 50% reimbursement rather than the standard 70% as Bloomfield is considered a Public Investment Community.

**Resolution of Endorsement**

(To be completed by the City or Town Clerk)

The Legislative Body of the Town/City of \_\_\_\_Town Of Bloomfield\_\_\_\_

met on \_\_\_\_\_and adopted a resolution by the vote of

\_\_\_\_\_ to \_\_\_\_\_ which endorsed the Town's participation in the **Intertown Capital Equipment Purchase Incentive (ICE) Program** provided in Connecticut General Statutes Section 4-66m. Such proposal is attached to and made a part of this record.

Attested to by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(City/Town Clerk)

Date: \_\_\_\_\_

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-24: CANCELLATION OF DECEMBER 22, 2014 TOWN  
COUNCIL MEETING

Traditionally Council cancels the second meeting in December with the understanding that a special meeting can be called should there be a need. If you wish to do this, the following motion would be in order.

*Move that the regular meeting of the Bloomfield Town Council scheduled for Monday, December 22, 2014 be cancelled.*

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-25: ADOPTION OF COUNCIL SCHEDULE FOR 2015

Traditionally Council cancels the second meeting in December with the understanding that a special meeting can be called should there be a need. If you wish to do this, the following motion would be in order.

*Move that the regular meeting of the Bloomfield Town Council scheduled for Monday, December 22, 2014 be cancelled.*

**2015 Meeting Schedule of the  
Bloomfield Town Council**

*(2<sup>nd</sup> & 4<sup>th</sup> Monday of each month except where noted)*

**7:30 p.m., Council Chambers**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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January 12 & 26

February 9 & 23

March 9 & 23

April 13 & 27

May 11 & *May 26 (May 25, Memorial Day)*

June 8 & 22

July 13 & 27

August 10 & 24

*September 15 (September 14, Rosh Hashanah) & September 28*

*October 13 (October 12, Columbus Day) & October 26*

November 9 & 23

December 14 & 28

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-26: ADOPTION OF TOWN COUNCIL SUBCOMMITTEE MEETING SCHEDULES FOR 2015

We have enclosed schedules for the six Council subcommittees and would like to have the schedules approved so they can be properly filed with the Town Clerk's office. In order to make certain we cover all of them, I would suggest the following motions:

*Move that the schedule for the Administration & Education Subcommittee, as presented at the Town Council meeting on November 10, 2014, be approved.*

*Move that the schedule for the Community Services Subcommittee, as presented at the Town Council meeting on November 10, 2014, be approved.*

*Move that the schedule for the Economic Development and Land Use Subcommittee, as presented at the Town Council meeting on November 10, 2014, be approved.*

*Move that the schedule for the Finance Subcommittee, as presented at the Town Council meeting on November 10, 2014, be approved.*

*Move that the schedule for Golf Subcommittee, as presented at the Town Council meeting on November 10, 2014, be approved.*

*Move that the schedule for the Public Safety Subcommittee, as presented at the Town Council meeting on November 10, 2014, be approved.*

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Administration & Education Subcommittee**

**Chair: Councilor Leon Rivers**

***(1<sup>st</sup> Monday of each month except where noted)***

**6:30 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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**January 5**

**February 2**

**March 2**

**April 6**

**May 4**

**June 1**

**July 6**

**August 3**

**September 8 *(Sept. 7, Labor Day)***

**October 5**

**November 2**

**December 7**

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Committee on Committees Subcommittee**  
**Chair: Councilor Joseph Washington**

***(3<sup>rd</sup> Monday of each month except where noted)***  
**6:30 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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***January 20 (January 19, Martin Luther King, Jr. Day)***

***February 17 (February 16, President's Day)***

**March 16**

**April 20**

**May 18**

**June 15**

**July 20**

**August 17**

**September 21**

**October 19**

**November 16**

**December 21**

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Community Services Subcommittee**  
**Chair: Councilor Derrick Seldon**

***(1<sup>st</sup> Tuesday quarterly except where noted)***  
**6:00 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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**March 3**

**June 2**

**September 1**

**December 1**

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Economic Development and Land Use Subcommittee**  
**Chair: Deputy Mayor Joan Gamble**

***(3<sup>rd</sup> Tuesday of each month except where noted)***  
**7:00 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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**January 20**

**February 17**

**March 17**

**April 21**

**May 19**

**June 16**

**July 21**

**August 18**

**September 15**

**October 20**

**November 17**

**December 15**

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Finance Subcommittee**  
**Chair: Councilor Wayne Hypolite**

***(3<sup>rd</sup> Monday of each month except where noted)***  
**5:30 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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***January 20 (January 19, Martin Luther King, Jr. Day)***

***February 17 (February 16, President's Day)***

**March 16**

**April 20**

**May 18**

**June 15**

**July 20**

**August 17**

**September 21**

**October 19**

**November 16**

**December 21**

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Golf Subcommittee**  
**Chair: Councilor Leon Rivers**

***(4<sup>th</sup> Monday of each month except where noted)***  
**6:00 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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**January 26**

**February 23**

**March 23**

**April 27**

***May 26 (May 25, Memorial Day)***

**June 22**

**July 27**

**August 24**

**September 28**

**October 26**

**November 23**

**December 28**

**2015 Meeting Schedule of the  
Bloomfield Town Council**

**Public Safety Subcommittee  
Chair: Councilor Joseph Washington**

***(2<sup>nd</sup> Monday of each month except where noted)***  
**6:30 p.m., Conference Room #5**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

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**January 12**

**February 9**

**March 9**

**April 13**

**May 11**

**June 8**

**July 13**

**August 10**

***September 15 (September 14, Rosh Hashanah)***

***October 13 (October 12, Columbus Day)***

**November 9**

**December 14**

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-27: TAX LIENS

This item was placed on the agenda at the request of Town Attorney Marc Needelman.

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: November 7, 2014  
RE: FY 14/15-28: POLICY RELATED TO PRIVATE ROAD WINTER  
MAINTENANCE

This item was placed on the agenda at the request of Town Attorney Marc Needelman.

**DRAFT**

**BLOOMFIELD TOWN COUNCIL**

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, October 27, 2014 in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

Present were: Mayor Sydney Schulman, Deputy Mayor Joan Gamble, Councilors Derrick Seldon, Joel Neuwirth, Joseph Merritt, Joseph Washington and Patrick DeLorenzo and Leon Rivers.

Absent was: Councilor Wayne Hypolite

Also present were: Philip K. Schenck, Jr., Town Manager, Abigail Croteau, Clerk Typist II and India M. Rodgers, Clerk of Council.

**PLEDGE OF ALLEGIANCE**

The meeting began with the pledge of allegiance to the flag.

**ANNOUNCEMENTS & PRESENTATIONS**

**Presentation of Proclamation to Ms. Gloria McAdam**

Mayor Schulman congratulated Ms. Gloria McAdam on her retirement as the CEO of Foodshare for 30 years of service to the Greater Hartford community. Gloria has dedicated her career and passion in the fight against hunger. Mayor Schulman proclaimed October 27, 2014 as “Gloria McAdam Day” in the Town of Bloomfield.

**Recognition Certificate to Cognate Nutritionals (Bob Firger & Cecilia Calhoun)**

Deputy Mayor Gamble presented a certificate of recognition to Cognate Nutritionals. Mr. Bob Firger, CEO and his wife Cecilia Calhoun were recognized for their 10 years of dedicated service in the wellness of clients in the community. Cognate Nutritionals specialize in the improvement of brain and memory functions.

### **Recognition Certificate to Principal Desi Nesmith, Milken Educator Award Recipient**

Mayor Schulman presented a certificate of recognition to Principal Desi Nesmith for his exceptional service in education to the students and staff of Metacomet Elementary School. As a recipient of the Milken Educator Award, Principal Nesmith has received a crowning achievement as an educator in his outstanding career.

### **Presentation from Home Energy Solutions to the Bloomfield Fuel Bank**

The Conservation, Energy and Environment Committee members, CL&P and vendors from the Home Energy Solutions Program presented a donation in the amount of \$2,550 to the Bloomfield Fuel Bank. The Home Energy Solutions Program is an innovative solution to reducing an individual's home energy bill.

### **CITIZENS STATEMENT & PETITIONS**

1. **Attorney Mark Shipman, 83 Kenmore Road,** representing 43 residents of the Kenmore Road Association, advocating for free snow removal services from the town. Attorney Shipman outlined in detail the associated cost estimates proposed by the town as well as the duration of time allotted to plow the street for each winter storm occurrence. He also presented information regarding past Council action from 1968 authorizing the plowing Kenmore Road.

### **The following individuals below spoke in favor of the Kenmore Association not paying for snow removal services from the town:**

2. **Bill Jett, 47 Kenmore Road,** also congratulated the Town Manager and Director of Finance on improving the town credit rating to AA+.
3. **Edward Davitt, 84 Kenmore Road**
4. **Charlie Pious, 1 Hillside Drive**
5. **Al Mercier, 29 Kenmore Road**
6. **Toby McGrath, 4 Hillside Drive**
7. **Kathy Fernandez, 24 Kenmore Road**

Mayor Schulman commented regarding the need for further exploration and research prior to Council decision on this issue. He referred this issue to the next scheduled Administration & Education subcommittee for further discussion and possible action.

Carl Carpenter, 229 Woodland Avenue, congratulated Principal Desi Nesmith on him of the from Milken Educator Award. He also expressed his position on his continuance to advocate for diversity in the Bloomfield Police Department.

Hillary Green, 34 Banbury Lane, continued her advocacy on diversifying employment opportunities within the Town of Bloomfield.

### **REPORT FROM COUNCIL SUBCOMMITTEES**

Community Services – Councilor Seldon announced community basketball information from Leisure Services.

Administration & Education – The next scheduled meeting of this subcommittee will be held on Monday, November 3, 2014 at 6:30 p.m.

Golf – The next scheduled meeting of this subcommittee will be held on Thursday, October 30, 2014 at 6:00 p.m.

Public Safety – The next scheduled meeting of this subcommittee will be held on Monday, November 10, 2014 at 6:30 p.m.

Committee on Committees – The meeting scheduled for October 20, 2014 was cancelled. Councilor Washington will reschedule for next month.

Land Use & Economic Development – The next scheduled meeting of this subcommittee will be held on November 18, 2014 at 7:00 p.m.

### **COUNCIL BUSINESS**

There was no Council Business for discussion.

### **REPORT FROM MAYOR AND TOWN MANAGER**

#### **Mayor's Report**

Mayor Schulman congratulated Principal Desi Nesmith on being a recipient of the Milken Educator Award. He also congratulated Harriett Howard as an award recipient for her outstanding work in the community.

On October 26, 2014, the Interfaith Clergy Association met to discussion Islam 101.

On October 25, 2014, Mayor Schulman and several other Councilors attended the Board of Education fundraiser with the Harlem Wizards.

On October 27, 2014, Mayor Schulman and Deputy Mayor Gamble attended the National Honor Society Induction Ceremony of 10 students at Bloomfield High School.

### **Town Manager's Report**

Mr. Philip Schenck, Jr., Town Manager reported the following updates:

- Mr. Schenck, Jr., reported that he will be in attendance on October 28, 2014 at the Clean Energy meeting in Windsor.
- On October 29, 2014 from 5:30 p.m. – 9:00 p.m., Habitat for Humanity will host their 25<sup>th</sup> Anniversary Volunteer Recognition Event at the Mark Twain House in Hartford.
- On November 23, 2014 at 6:00 p.m., the Bloomfield Interfaith Services will take place at the Church of Jesus Christ and the Latter Day Saints, 1000 Mountain Road, Bloomfield.
- Mr. Schenck, Jr., met with representatives from the Pershing Park Association about the overall neighborhood and issues of concern.
- On October 21, 2014, Mr. Schenck, Jr. attended the Connecticut Conference of Municipalities Conference in Hartford.
- Mr. Schenck, Jr. reported that the \$5,000,000 bond sale on October 21, 2014 was very successful for the town. The town received 2.68% finance over 20 year period.
- On October 24, 2014, Mr. Schenck, Jr. visited the Executive Director at the Auer Farm to discuss possible partnering opportunities for community gardening.
- Mr. Schenck, Jr. also met with Mr. Peter Souza, Town Manager for the Town of Windsor to discuss the Bloomfield/Windsor Landfill. This project is scheduled for completion in 2017. The transfer station will remain open.

- There are vacant job openings within the Town of Bloomfield for Back-Up Mini Bus Drivers, Foster Care Coordinator and Certified Police Officers.

## **FINANCIAL REPORT**

There were no questions regarding the Financial Report.

## **APPROVAL OF MINUTES**

**It was moved by Deputy Mayor Gamble, seconded by Councilor Washington and voted unanimously to approve the minutes of October 14, 2014.**

## **COUNCIL COMMENTS**

Councilor DeLorenzo expressed concerns regarding the blocked entry to the library exit. He also congratulated Ms, Gloria McAdam on her 30 years of service and retirement from Foodshare. Councilor DeLorenzo continued his pledge to residents for their continued support to the local Food Bank. He also encouraged residents to participate in the Home Energy Solutions Program. This program has donated over \$17,000 to the local Fuel Bank to help those in need of heating their homes during the winter season.

Councilor Merritt stated that he did not want the library driveway closed off. There is a major issue with crosstown traffic exiting the library.

Deputy Mayor Gamble encouraged voters to show their support on November 4, 2014 from 6:00 a.m. – 8:00 p.m.

Councilor Washington congratulated the Town Manager and Director of Finance on a job well done with the recent bond sale. He also commended the action on the tax abatement with the Bloomfield Apartments as a footprint for upward mobility.

Councilor Rivers encouraged residents to take advantage of the Home Energy Solutions Program. The program has merit, is cost effective and gives back to the community to assist others in need.

Councilor Seldon stated that the Halloween “Boo Bash” held on October 24, 2014 sponsored by Social & Youth Services and Leisure Services was very well attended. He also congratulated Principal Desi Nesmith on his accomplishments at Metacomet Elementary School.

Mayor Schulman congratulated Principal Desi Nesmith and Ms. Gloria McAdam on their accomplishments respectively. Mayor Schulman was also in attendance at the Hispanic Heritage Celebration at MLC.

The Leaf Collection dates and times will be posted to the website in the near future.

All residents please contact the Registrar of Voters office for any questions or concerns prior to Election Day.

### **ADJOURNMENT**

**It was moved Deputy Mayor Gamble, seconded by Councilor Washington and voted unanimously to adjourn this meeting at 8:55 p.m.**

## FY 2015-2016 BUDGET SCHEDULE

(Chapter IX, Bloomfield Town Charter)

ACTIVITY	LATEST DATE PER TOWN CHARTER	RECOMMENDED DATE
Capital Budget Forms Prepared And sent to Departments		October 24, 2014
Operating Budget Forms Prepared And sent to Departments		December 5, 2014
Completed Capital Budget Forms Returned to Town Manager		December 5, 2014
Completed Operating Budget Forms Returned to Town Manager (120 days before end of FY)	March 02, 2015	January 16, 2015
Board of Education Budget to Town Manager (90 days before end of FY)	April 1, 2015	February 27, 2015
Town Manager's Proposed Operating and Capital Budget Submitted to Town Council (90 days before end of fiscal year)	April 1, 2015	March 11, 2015
Capital Improvement Program Submitted to Planning & Zoning Commission for CGS Sec. 8-24 Review		March 19, 2015
Town Manager Budget available to public (Within 10 days of TM submitting budget to TC)	April 10, 2015	March 20, 2015
Notice of Public Hearing on Town Manager Budget (Publish at least 5 days prior)	April 18, 2015	March 20, 2015
Public Hearing on Budget held by Town Council (Within 15 days after TM submits budget to TC)	April 24, 2015	March 26, 2015
Notice of Annual Town Meeting on the Town Council's Approved budget (Publish at least 5 days prior to the Annual Town Meeting)	April 28, 2015	April 27, 2015
Annual Town Meeting (first Monday in May)	May 4, 2015	May 4, 2015
Town Council votes on Budget and sets Tax Rate	May 11, 2015	May 4, 2015
First Referendum (if needed)	June 18, 2015	June 11, 2015

Chapter 17 - STREETS AND SIDEWALKS >> ARTICLE V. - SCENIC ROADS

ARTICLE V. - SCENIC ROADS <sup>[6]</sup>

Sec. 17-161. - Purpose.

Sec. 17-162. - Authority.

Sec. 17-163. - Designation criteria.

Sec. 17-164. - Application procedure.

Sec. 17-165. - Maintenance, alteration and reconstruction.

Sec. 17-166. - Administration.

Sec. 17-167. - Appeals.

**Sec. 17-161. - Purpose.**

The scenic and rural roads of the Town of Bloomfield are irreplaceable resources. It is the purpose of this article to balance the need to provide for convenient and safe public transportation routes with the need to preserve these scenic and rural roads. Therefore, be it ordained by the Town of Bloomfield that, pursuant to the authority granted by Section 7-149a of the Connecticut General Statutes, the Town of Bloomfield shall provide for the designation of certain town highways or portions thereof within its borders as scenic roads.

*(Ord. No. 2001-3, § 100-1, 11-26-01)*

**Sec. 17-162. - Authority.**

The town plan and zoning commission is hereby authorized to designate any town public highway or any portion of any town public highway ("road") as a scenic road ("scenic road") in accordance with the procedures in this article. No segment of this article shall be inconsistent with Connecticut State Statutes Title 7, Chapter 98, 7-148, Municipal Powers, or Title 23, Chapter 451, 23-58 to 23-65(e), Tree Warden.

*(Ord. No. 2001-3, § 100-2, 11-26-01)*

**Sec. 17-163. - Designation criteria.**

(a)

No road or portion of road shall be designated as a scenic road unless it is free of intensive commercial development and intensive vehicular traffic and unless it has a minimum length of two thousand five hundred (2,500) feet, except that the length of the road may be less if the commission finds that the road segment contains unique scenic features and/or is located between identifiable environmental features and/or intersections.

(b)

Prior to designating a road as a scenic road, the town plan and zoning commission shall first specifically find that at least one (1) of the following criteria is met:

(1)

The highway is unpaved;

(2)

The highway is bordered by mature trees or stone walls;

(3)

The traveled portion of the highway is no more than twenty (20) feet in width;

(4)

The highway offers scenic views;

(5)

The highway blends naturally into surrounding terrain;

(6)

The highway parallels or crosses over brooks, streams, lakes or ponds.

(c)

Aside from these criteria, the town plan and zoning commission may give consideration to the following, including without limitation:

(1)

Buildings, structures or places of historical significance;

(2)

Recreational uses;

(3)

Proximity to open space, agricultural, forest lands, including land that is public nonprofit or privately owned;

(4)

Notable geologic or other natural features which would benefit from a road's designation as a scenic road.

(d)

No road may be designated as a scenic road by the town plan and zoning commission unless the owners of the majority of the lot frontage abutting the portion of the road proposed for such designation agree to its designation as a scenic road by filing a written statement of approval with the Town Clerk of the Town of Bloomfield, which statement of approval shall meet the requirements of section 17-164 of this article.

(Ord. No. 2001-3, § 100-3, 11-26-01)

Sec. 17-164. - Application procedure.

(a)

*Request for designation.* The town plan and zoning commission shall consider a road for designation as a scenic road upon receipt of a request for designation and may itself initiate such a request as herein described. No road shall be designated as a scenic road by the town plan and zoning commission unless a request for designation has been filed with the commission on a form prescribed by it, containing the following information.

(1)

The name of the road proposed to be designated as a scenic road and a general description of the road or portion of it to be designated, which includes the total frontage of the road section proposed, and the names and addresses of all abutters. The above information shall be shown on a plan at a minimum scale of one (1) inch equals two hundred (200) feet, showing the limits of the proposed designated section of the road.

(2)

A written description identifying those characteristics of the road which qualify it for scenic road status, including as a minimum but not limited to the criteria set forth in section 17-163 of this article.

(3)

A copy of a statement of approval signed by the owners of a majority of lot frontage abutting the proposed scenic road stating that they consent to its designation as a scenic road. The statement of approval shall include their names and addresses and the measured lot frontage of each lot along the proposed scenic road. The statement of approval shall be in the form prescribed by the town plan and zoning commission and the original shall be filed with the town clerk at the same time as the copy is filed with the commission as part of the request for designation. Where the town plan and zoning commission itself initiates a request for designation, it may waive the requirement that the written statement of approval accompany the request, provided however, that no designation of a scenic highway shall be effective unless the written statement of approval executed by the requisite number of owners is filed with the town clerk and the commission prior to final action being taken upon such application.

(b)

*Hearing and decisions.* Before designating a road as a scenic road, the town plan and zoning commission shall hold a public hearing in accordance with section 17-166

(c)

*Rescission.* The town plan and zoning commission may rescind the designation of a road as a scenic road in accordance with the procedures set forth in section 17-166, provided that the owners of a majority of the lot frontage abutting the scenic road concur with such rescission and have filed with the town clerk a written

March 21, 2014

PROPOSED ORDINANCE CHANGES

statement of approval of rescission, which shall include their names and addresses and the measures lot frontage of each lot along the scenic road. A copy of said written statement of approval of rescission shall be filed with the town plan and zoning commission at the same time as it is filed with the town clerk. No designation of a road as a scenic road may be rescinded, and no statement of approval of rescission may be filed, for at least two (2) years after the effective date of the designation of a scenic road.

(Ord. No. 2001-3, § 100-4, 11-26-01)

**Sec. 17-165. - Maintenance, alteration and reconstruction.**

(a)

*Preservation objective.* The town shall maintain its scenic roads in good and sufficient repair and in a safe, passable condition, pursuant to its regular schedule for maintenance of town roads. Routine maintenance, alteration and reconstruction of a scenic road shall be carried out so as to preserve its scenic and rural characteristics, compatible with safe road operations. In the case of natural disaster in which a scenic road becomes impassable or unsafe for public travel, emergency repairs may be made only to the extent needed to restore the scenic road to its pre-emergency condition.

(b)

*Routine road maintenance.* Routine road maintenance shall include the removal of hazard, diseased or dead trees, the trimming of tree branches that encroach on the traveled portion of the scenic road below the height needed to allow school buses, road maintenance vehicles and emergency vehicles to pass, the trimming or removal of brush and the removal of boulders or other obstacles that encroach on the traveled portion of the scenic road or block safe sight distance, the necessary trimming for utility lines, the trimming of brush to enhance and protect scenic views, stone walls, mature trees and other characteristics of the scenic road set forth in the decision designating it as a scenic road; the correction of drainage problems, provided that such measures would not otherwise be considered alteration or improvements, the regravelling of scenic roads having gravel surfaces and the resurfacing, restoration and repair of existing paved roadway surfaces. The ~~town engineer~~ Public Works Director shall monitor routine road maintenance of scenic roads to ensure compliance with this article.

(c)

*Definition.* As used herein, the term "alteration of a scenic road" shall mean all repairs or improvements other than routine maintenance as described in subsection (b) above, or repairs made necessary by natural disaster, as described in subsection (a) above, and shall include any widening or straightening of the right-of-way, the paving of a scenic road having a gravel surface, the removal of stone walls, the

removal of mature trees, the regarding of roadside slopes and all other similar improvements. As used herein, the term "reconstruction of a scenic road" shall mean the complete removal of the road surface and/or subsurface for the purpose of reconstructing the scenic road in its entirety, including recycling methods and any extension of the width of the scenic road. Any alteration of a scenic road or reconstruction of a scenic road shall be made in accordance with the following procedures.

(d)

*Procedures.*

(1)

The commission shall hold a public hearing in accordance with the requirements of section 17-166 on any proposal for the alteration or reconstruction of a scenic road, even where the proposal is part of a zoning or subdivision application for which no public hearing is otherwise required. Upon the filing of such a proposal with the town plan and zoning commission, the commission shall ask the director of planning and the town engineer each to submit a report of their views on the proposal and shall consider each report in the process of making the decision. If the decision of the town plan and zoning commission is anything other than approval of the proposal as submitted by the public agency, the public agency may, within fifteen (15) days after the decision has been published in a newspaper having general circulation in the town, file an appeal in writing, with the town council. The town council shall thereafter review the record before the town plan and zoning commission including the public agency proposal, the commission decision and the reasons for the decision as stated in the record and within thirty (30) days after filing of the appeal with it, shall render its decision either affirming, modifying and affirming or overruling and setting aside the decision of the commission.

(2)

The commission shall hold a public hearing in accordance with the requirements of section 17-166 for any zoning or subdivision application which includes proposals for the alteration of a scenic road or reconstruction of a scenic road as part of the application. The process and timing of both requests shall be conducted simultaneously. The town plan and zoning commission may require the applicant to submit engineering or other technical reports documenting a need for the alteration or reconstruction and evaluating potential alternative solutions. The town plan and zoning commission shall evaluate both the subdivision road standards and the scenic values when considering the application.

(3)

Proposals for the alteration of a scenic road or reconstruction of a scenic road made by a private applicant, other than those for a subdivision having a public hearing, shall be submitted to the town plan and zoning commission for approval, and the commission shall approve, modify and approve or disapprove any proposal after a public hearing conducted in accordance with the requirements of section 17-166. If it deems it necessary, the town plan and zoning commission may require the applicant to submit engineering or other technical reports documenting a need for the alteration or reconstruction and evaluating potential alternative solutions. The town plan and zoning commission shall evaluate both the subdivision highway standards and the scenic values in considering such proposals for the alteration or reconstruction.

(e)

*Standards for alteration or reconstruction.*

(1)

No alteration of a scenic road or reconstruction of a scenic road (see subsection (3)) shall be made unless the town plan and zoning commission determines that such alteration or reconstruction is necessary to maintain the scenic road in good and sufficient repair and in safe condition for public travel.

(2)

In determining whether to allow the proposed alteration of a scenic road or reconstruction of a scenic road, the town plan and zoning commission shall take into account the specific safety measures of the proposed change and the overall impact of the proposed change. Any decision by the town plan and zoning commission to permit an alteration of a scenic road or reconstruction of a scenic road shall reflect the least possible damage to the character of the scenic road. If an alteration of a scenic road or reconstruction of a scenic road is approved, the town plan and zoning commission shall specify the following requirements as they relate to scenic values:

**Curves**—Curves shall not be eliminated unless they are found to be a hazard.

**Grades**—Hills and valleys shall not be destroyed by cuts and fills unless absolutely essential for road safety.

**Widths**—A scenic road should only be widened if the town plan and zoning commission finds that the amount of traffic, safe road operations and

maintenance needs require such widening. For some rural roads, the amount of traffic that can be handled can be greatly increased by wide bypasses and turnouts, constructed at intervals where they do the least damage to **scenic** and other values.

Side slopes—The existing steepness of side slopes is preferable to the reduction of gradient by the extensive removal of soil and rock. This is especially true where the slope is fully stabilized and where it is rich with existing ground cover, shrubs and trees.

Vistas—Vistas of distinct landscapes shall be preserved by suitable vegetation management techniques.

Vegetation—Vegetation on the side of the **scenic road** shall be managed in such a way as to preserve wild flowers, shrubs of ornamental and wildlife values, trees, overarching isolated trees and trees forming a canopy.

Stone walls—If stone walls or portions thereof must be removed, they shall be rebuilt along the affected portion of the **scenic road**.

(3)

The town plan and zoning commission shall assure itself that suitable vegetation management techniques are employed to preserve any tree canopy, shrubs and other vegetation, consistent with the need for clearances for utility lines.

(4)

The town plan and zoning commission shall not grant an application for alteration or reconstruction of a **scenic road** where such application is made to accommodate a proposed subdivision or other development unless the commission determines that such alteration or reconstruction will not have a material adverse effect on the characteristics of the **scenic road** which formed the basis for its designation as a **scenic road**.

(5)

Reconstruction criteria. No **scenic road** may be reconstructed beyond that permitted in accordance with the provisions of section 17-165 of this article, unless the town plan and zoning commission finds that there is no reasonable alternative to the improvement or alteration of the **scenic road** other than such reconstruction. Such finding shall be based upon approved road construction and safety standards and a finding that the alteration or reconstruction is necessary to maintain the **scenic road** in good and

sufficient repair and in safe condition for travel in accordance with provisions of this section. Before any alteration or reconstruction may be made to a scenic road pursuant to this section, all other requirements and procedures of section 17-166 of this article must be complied with.

(6)

Rights of landowners. Nothing in this article shall be deemed to prohibit a person owning or occupying land abutting the scenic road from maintaining and repairing the land which abuts the scenic road if the activity is outside the right-of-way of the scenic road. No person shall be denied access to his or her property by driveway or subdivision road, provided that the connection to the scenic road is designed and constructed to safeguard the basis for a scenic road as recorded by the town plan and zoning commission.

Nothing herein shall prohibit a landowner from permanently removing a portion of a stone wall in order to construct or improve a driveway, or in the case of a subdivision, to connect a subdivision road with a designated scenic road, but these activities must be consistent with these guidelines and are subject to approval of the town plan and zoning commission.

(Ord. No. 2001-3, § 100-5, 11-26-01)

**Sec. 17-166. - Administration.**

(a)

*Public hearings.* A request for designation, a request for rescission of designation, a proposal for alteration of a scenic road and a proposal for reconstruction of a scenic road shall be filed with the town plan and zoning commission. The town plan and zoning commission shall commence a public hearing within sixty-five (65) days after receipt of such request or proposal of an application prepared in accordance with this article and said hearing shall be completed within thirty-five (35) days after such hearing commences. The applicant or the commission may consent to one (1) or more extensions of any period specified in this section, provided that the total extension of any such period shall not be for longer than the original period as specified in this section, or the applicant may withdraw such application. For the purposes of this section, the day a receipt of a request or proposal shall be the day of the next regularly scheduled meeting of the town plan and zoning commission immediately following the day of submission to the town plan and zoning commission or thirty-five (35) days after submission, whichever is sooner. Notice of the time and place of such hearing shall be published at least twice in a newspaper having a substantial circulation in the town at intervals of not less than two (2) days, the first not more than fifteen (15) days or less than ten (10) days, and the last not less than two (2) days before the day of such hearing. At such hearing, any person may appear in person and may be represented by agent or by an attorney.

(b)

*Decision.* The town plan and zoning commission shall render its decision on any request or proposal made within sixty-five (65) days after closing the hearing. The applicant may consent to one (1) or more extensions of this period, provided that the total extension shall not be for longer than sixty-five (65) days. Within fifteen (15) days after the date the commission rendered its decision, the decision shall be published in a newspaper having general circulation in the town, and notice of such decision shall be sent by certified mail to the owners of the lots fronting on that portion of the road designated as a scenic road. Such notice shall include a statement of as decision, together with the date of such action and the reasons for the decision as stated in the records of the town plan and zoning commission. Notice of the decision and the reasons for the decision shall be forwarded to the public works department and to all utility companies which service the area affected by the application within fifteen (15) days after adoption.

(Ord. No. 2001-3, § 100-6, 11-26-01)

**Sec. 17-167. - Appeals.**

Any person aggrieved by a designation of a highway or portion of a highway by the town plan and zoning commission as a scenic road pursuant to this article may appeal such designation in the manner and utilizing the same standard of review produced for appeals from the decisions of the town plan and zoning commission under Section 8-8 of the Connecticut General Statutes, as the same may be amended from time to time.

(Ord. No. 2001-3, § 100-7, 11-26-01)

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**FOOTNOTE(S):**

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<sup>(46)</sup> *Editor's note*— Ord. No. 2001-3, adopted Oct. 9, 2001, amended the Code by the addition of §§ 100-1—100-7; however, said provisions have been redesignated as §§ 17-161—17-167 at the editor's discretion for purposes of maintaining the format of the Code. [Back](#)

March 21, 2014 PROPOSED ORDINANCE CHANGES

Chapter 17, Article III, Section 5

Sec. 17-93 - Authority (NEW)

The Public Works Director is hereby designated as Town Tree Warden; who's authorities shall be consistent with Connecticut General Statutes Title 23, Chapter 451, 23-58, 59.

**Sec. 17-94. - To whom permits issued.**

Permits to remove or trim trees in the public rights-of-way will be issued to licensed contractors regularly engaged in the business of removing or trimming trees. Trees may be removed or trimmed by the highway Public Works department of the town without a permit.

(Code 1962, § 615)

**Sec. 17-95. - Responsibility.**

Any tree in a public right-of-way to be removed or trimmed must be approved on an individual basis by the town ~~manager~~ Tree Warden. The town ~~manager~~ Tree Warden at that time will also decide whether such work will be at the expense of the town or at the expense of any individual or company requesting such work. In general, any trees removed or